# AGENDA

## City Council Regular Meeting

7:00 PM - Monday, March 16, 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 meeting.

   To listen to the meeting via phone, call 1-332-249-0718 and use access code 186 165 276#.

   City Council meetings are broadcast live on PSC-TV Channel 191 on Charter/Spectrum Cable in Pasco and Richland and streamed at www.pasco-wa.gov/psctvlive and on the City's Facebook page at www.facebook.com/cityofPasco.

   Audio equipment available for the hearing impaired; contact the Clerk for assistance.

   Servicio de intéprete puede estar disponible con aviso. Por favor avisa la Secretaria Municipal dos dias antes para garantizar la disponiblidad. (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. **CONSENT AGENDA** - All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by roll call vote as one motion (in the form listed below). There will be no separate discussion of these items. If further discussion is desired by Councilmembers, the item may be removed from the Consent Agenda to the

Regular Agenda and considered separately.

6 - 21 **(a) Approval of Meeting Minutes for February 23rd and March 2nd**

To approve the minutes of the Pasco City Council Regular Workshop held on February 23, 2026, and Regular Meeting held on March 2, 2026.

22 - 23 **(b) Bills and Communications - Approving Claims in the Total Amount of $3,189,374.42**

To approve claims in the total amount of $3,189,374.42 ($1,204,114.38 in Check Nos. 276882 - 277143; $688,557.76 in Electronic Transfer Nos. 852358 - 852560, 852582 - 852616; $5,278.51 in Check Nos. 55156 - 55160 $1,291,423.77 in Electronic Transfer Nos. 30238730 - 30239392).

24 - 58 **(c) Resolution No. 3712 - Interlocal Agreement between participating Jurisdictions and the City of Pasco for involvement in the Special Investigations Unit**

To approve Resolution No. 3712, authorizing the City Manager to execute an interlocal agreement between participating jurisdictions and the City of Pasco for involvement in the Special Investigations Unit (SIU).

59 - 82 **(d) Resolution No. 3713 - Broadmoor TIF AREA - Amendment No. 6 with PBS for Engineering Services**

To approve Resolution No. 3713, authorizing the City Manager to sign and execute Amendment No. 6 for the professional services agreement with PBS Engineering and Environmental Inc. (PBS), now an APEX Company, for the design services for Harris Road Realignment.

**(RC) MOTION:** I move to approve the Consent Agenda as read.

**5. PROCLAMATIONS AND ACKNOWLEDGEMENTS**

**6. PUBLIC COMMENTS** - The public may address Council on any items unless it relates to a scheduled Public Hearing. This item is provided to allow the opportunity to bring items to the attention of the City Council or to express an opinion on an issue. Its purpose is not to provide a venue for debate or for the posing of questions with the expectation of an immediate response. Some questions require consideration by Council over time and after a deliberative process with input from a number of different sources; some questions are best directed to staff members who have access to specific information. Citizen comments will normally be limited to three minutes each by the Mayor. Those with lengthy messages are invited to summarize their comments and/or submit written information for consideration by the Council outside of formal meetings. Lastly, when called

upon, please state your name and city or county residency into the microphone before providing your comments.

## 7. REPORTS FROM COMMITTEES AND/OR OFFICERS

### (a) Verbal Reports from Councilmembers

## 8. HEARINGS AND COUNCIL ACTION ON ORDINANCES AND RESOLUTIONS RELATING THERETO

83 - 92

### (a) Public Hearing - Ordinance No. 4817 Public Hearing for Moratorium on Essential Public Facilities (Secure Community Transition Facilities) (5 minute staff presentation)

**CONDUCT A PUBLIC HEARING**

Conduct a public hearing regarding Ordinance No. 4817, adopted on February 17, 2026. State law requires that a public hearing be conducted within 60 days following the implementation of a moratorium.

## 9. ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

93 - 114

### (a) Q Ordinance No.4823 - 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)

**MOTION:** I move to adopt Ordinance No. 4823, amending the Zoning Classification of certain real property located north of W. Agate St., south of W. Pearl St., west of N. 6th Ave., and east of N. 5th Ave., in Pasco, Franklin County, Washington from C-1 (Retail Business) to R-1 (Low Density Residential) and, further, authorize publication by summary only.

115 - 233

### (b) Ordinance No. 4824 - Amending PMC 3.35.160 and 13.45.060 Related to Water Rights (10 minute staff presentation)

**MOTION:** I move to adopt Ordinance No. 4824, amending PMC Section 3.35.160 Water Utility, Adjusting the Water Rights Acquisition Fee; and Section 13.45.060 Assignment of Water Rights - Extension of City Water Services Beyond City Limits of the Pasco Municipal Code and, further, authorize publication by summary only.

234 - 271

### (c) Resolution No. 3711 - Franklin County Conservation District - Annexation and Shrub Steppe Mitigation ILA

**MOTION:** I move to approve Resolution No. 3711, approving a petition for the inclusion of the incorporated City of Pasco territory into

the Franklin Conservation District.

272 - 405 **(d) *Resolution No. 3714 - Authorizing the City Manager to Execute Purchase and Sale Agreement to Purchase Franklin County Parcel Number 124710063 (5 minute staff presentation)**

**MOTION:** I move to approve Resolution No. 3714, authorizing the Purchase of Franklin County Parcel No. 124710063, and further, authorize the City Manager to execute the closing documents.

406 - 409 **(e) *Resolution No. 3715 - Setting a Public Hearing to Consider granting NFC Northwest LLC a franchise (5 minute staff presentation)**

**MOTION:** I move to approve Resolution No. 3715, setting 7:00 PM, April 6, 2026, as the time and date for a public hearing to consider a Fiber Optic Franchise with NFC Northwest LLC.

410 - 418 **(f) *Resolution No. 3716 - Acceptance of Work for Court Street & Road 68 Intersection Improvements (5 minute staff presentation)**

**MOTION**: I move to approve Resolution No. 3716, accepting work performed by Ellison Earthworks, LLC of Pasco WA, under contract for the Court Street and Road 68 Intersection Improvements project.

**10. UNFINISHED BUSINESS**

**11. NEW BUSINESS**

**12. MISCELLANEOUS DISCUSSION**

419 - 431 **(a) Customer Survey**

432 - 439 **(b) City Manager Report**

**13. EXECUTIVE SESSION**

**(a) Discussion with legal counsel about current or potential litigation per RCW 42.30.110(1)(i) (20 minutes)**

**(b) To consider the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price per RCW 42.30.110(1)(c) (20 minutes)**

**14. ADJOURNMENT**

**15. ADDITIONAL NOTES**

440 - 441

**(a) Adopted Council Goals (Reference Only)**

**(b) (RC) Roll Call Vote Required**
*** Item not previously discussed**
**Q Quasi-Judicial Matter**
**MF# "Master File #...."**

# AGENDA REPORT

FOR: City Council — February 6, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Krystle Shanks, City Clerk
City Manager

SUBJECT: Approval of Meeting Minutes for February 23rd and March 2nd

## I. ATTACHMENT(S):

2.23.2026 & 3.2.2026 Draft Council Minutes

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve the minutes of the Pasco City Council Regular Workshop held on February 23, 2026, and Regular Meeting held on March 2, 2026.

## III. FISCAL IMPACT:

None

## IV. HISTORY AND FACTS BRIEF:

## V. DISCUSSION:

# MINUTES
## City Council Workshop Meeting

6:00 PM - Monday, February 23, 2026
Pasco City Hall, Council Chambers & Microsoft Teams Webinar

### CALL TO ORDER

The meeting was called to order at 6:00 PM by Charles Grimm, Mayor.

### ROLL CALL

Councilmembers present: David Milne, Charles Grimm, Joe Cotta, Leo Perales, Calixto Hernandez, Abel Campos, and Mark Figueroa

Councilmembers attending remotely:

Councilmembers absent: None

Staff present: Harold Stewart, City Manager; Richa Sigdel, Deputy City Manager; Angela Pashon, Assistant City Manager; Kevin Crowley, Fire Chief; Kevin Hebdon, Finance Director; Drew Pollom, City Attorney; Haylie Matson, Community & Economic Development Director; Sara Matzen, Human Resources Director; Arman Rashid, IT Director; Ken Roske, Police Chief; Maria Serra, Public Works Director; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

Mayor Pro Tem Milne arrived at 6:02 PM.

### VERBAL REPORTS FROM COUNCILMEMBERS

Councilmember Hernandez reported attending the grand opening of the remodeled Benton Franklin Head Start, noting the space looks great and many Councilmembers were present.

Councilmember Figueroa reported attending the state wrestling tournament, congratulating those who placed, and attending the Martin Luther King Jr. Community Center opening.

Councilmember Cotta reported attending the Martin Luther King Jr. Community

Center event, meeting with Little League representatives, completing a Visit Tri-Cities orientation, and meeting with constituents.

Councilmember Perales reported on the Good Roads Association meeting. He also attended the Martin Luther King Jr. Community Center event, met with downtown business owners about sign ordinances, contacted BNSF about repainting the Volunteer Park locomotive, and met with a local rowing organization interested in space at the marina.

Councilmember Campos reported meeting with the Community and Economic Development Department and attending the Taco y Mas ribbon cutting and the Martin Luther King Jr. Community Center event, noting strong community pride and turnout.

Mayor Pro Tem Milne announced the birth of his new grandchild, which prevented him from attending the Martin Luther King Jr. Community Center event.

Mayor Grimm thanked Senators Cantwell and Murray for their involvement in recent events. He noted attending the Community and Economic Development Department meeting, a first responders chaplain dinner, and a homeschool tour. He also reported on the Ben Franklin Council of Governments meeting, which focused on improving pedestrian connectivity and safety.

## ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

### Office of the Attorney General: Open Public Meeting Act & Public Records Training

Ms. Sigdel introduced Melissa Drewry from the Attorney General's Office, who provided training on the Open Public Meetings Act (OPMA) and Public Records Act (PRA). She reviewed transparency requirements, meeting procedures, serial meeting risks, executive sessions, public comment rules, public records definitions, search and response obligations, exemptions, penalties for noncompliance, and recent legal updates affecting closure of public records requests.

Mayor Grimm called for public comments three (3) times and no one came forward to speak.

### Recess

Mayor Grimm called a five-minute recess at 7:13 PM. The Council resumed the meeting at 7:18 PM.

### Resolution - City of Pasco Comprehensive Safety Action Plan (CSAP) Update and Adoption

Ms. Serra provided a brief overview and introduced Veronica Sullivan, DKS Associates, Consultant Project Manager, and Andrey Avetisyan, Engineering Manager, who presented the final draft of the Comprehensive Safety Action Plan.

The plan aims to reduce fatal and serious-injury crashes by 50% by 2035 and positions the City to pursue upcoming federal safety funding. The presentation included crash data trends, public engagement findings, and proposed infrastructure and non-infrastructure safety improvements.

Councilmembers asked questions regarding DUI trends and expressed appreciation for the extensive outreach and work completed.

Laurie Thompson, Pasco resident, spoke in support of the Comprehensive Safety Action Plan.

**Regional Lift Station and Private Pressurized Systems**

Ms. Serra provided an overview of gravity sewer, regional lift stations, and private pressurized systems. She noted that regional lift stations are publicly owned and built to state standards, individual private grinder pump systems are allowed when needed, and shared private systems are not currently permitted. She also reviewed Riverview-area sewer needs, existing and proposed lift stations, and policy considerations regarding cost, maintenance responsibility, emergency response, and impacts to ratepayers.

Council discussed costs, maintenance responsibilities, and public safety concerns with private and shared pressurized sewer systems. Councilmembers asked how other cities manage emergencies and liability, and whether shared systems could ever be a safe option. Challenges with development in the Riverview area were noted, and the need for more information before making policy decisions. There was general interest in further analysis and a future workshop.

Mayor Grimm called for public comments three (3) times and no one came forward to speak.

**Land Capacity Analysis (LCA) – Comprehensive Plan Update Briefing**

Ms. Matson gave an update on the City's long-range planning work. The State requires Pasco to plan enough housing for the next 20 years, including a mix of housing types. The City must plan for future housing needs and is currently short about 4,000 apartment-type units. She outlined four ways to create space for those units: increasing density where apartments already fit, allowing more "middle housing," permitting taller buildings in commercial areas, and expanding mixed-use zoning. The Planning Commission supported focusing on higher-density areas and mixed-use zones, with limited support for the other options.

Council discussed growth pressures, state requirements, and community impacts, emphasizing that increased density should be located where it fits the surrounding neighborhood and existing infrastructure. Several members stressed the importance of considering traffic impacts, being strategic with middle-housing, and protecting the character of established neighborhoods while still meeting State

requirements.

Laurie Thompson, Pasco resident, asked the City to consider traffic impacts when increasing housing density, specifically mentioning existing congestion near the Road 68 and Burden area and the lack of new freeway access points.

**Water Rights History and Code Clarification**

Ms. Sigdel provided an overview of Pasco's water rights history, how water rights are acquired and managed, and why recent fee updates were needed. She explained that older policies exempted commercial and industrial projects from providing water rights, which became unsustainable as the City's water rights bank was depleted. In 2023, the City increased the in-lieu water rights fee and added a 50% surcharge when developers remove water rights from a property.

She asked Council to clarify and formally codify past discussions about "grandfathering" projects that were already in progress before the 2023 changes, particularly completed preliminary plats. Council generally agreed that only residential preliminary plats completed before the late-2023 policy change should receive the older fee rate, and that the commercial/industrial exemptions should not continue.

Council also agreed that if a developer removed water rights from a property after the 2023 cutoff date, the 50% surcharge should still apply, even for grandfathered projects.

Peter Harpster, land development consultant, spoke on behalf of his client Big Sky Developer, asking the City to formally grandfather projects that had approved preliminary plats before the 2023 changes, noting the financial impacts of unexpected fee increases.

Jeff Kelly, J&J Kelly Construction, shared concerns that the City is now requiring water rights fees for duplexes long after permits were issued and paid, and said it was unfair for charges to be added retroactively.

Duane Howard, Big D's Construction, asked the City to honor the earlier understanding that projects already recorded should be grandfathered.

**Ordinance - Emergency Comprehensive Plan Amendment- School District Capital Facilities Plan Update**

Ms. Matson presented an emergency amendment to incorporate the Pasco School District's updated Capital Facilities Plan into the City's Comprehensive Plan. This update is considered an "emergency" because the City is currently in its periodic Comprehensive Plan update cycle, during which amendments are normally not allowed. The school district's plan must be updated now to stay current and aligned with impact fee requirements.

Council asked clarifying questions about how the update relates to levies, bonds, and school impact fees. Staff confirmed that levies fund operations, while impact fees and bonds fund school construction, and that the fees adopted last year remain unchanged. Council thanked staff for the explanation and had no objections to advancing the amendment.

Mayor Grimm called for public comments three (3) times and no one came forward to speak.

**Ordinance - Emergency Low Density Residential Land Use Comprehensive Plan Amendment and R-S-20 Rezone**

Ms. Matson presented an emergency amendment for low density residential RS-20 rezoning. She explained that a conflict arose when the City increased the low-density residential range to 3–6 units per acre in 2023, while the RS-20 zone still allowed only 2 units per acre. To correct this, staff and the Planning Commission recommend updating the land-use designation for RS-20 areas to 2–5 units per acre, rezoning RS-20 parcels to RS-15, and adjusting code language to allow 2–3 units per acre. She noted this is a modest increase and does not open the entire area to immediate development due to existing sewer and septic limitations.

Council members supported correcting the density conflict and agreed the proposed 2–3 units per acre range is appropriate. They also thanked the Planning Commission for its work and indicated they were ready to move the amendment forward.

Mayor Grimm called for public comments three (3) times and no one came forward to speak.

## MISCELLANEOUS COUNCIL DISCUSSION

Mr. Stewart announced that Police Chief Ken Roske will retire on March 27, 2026, after nearly 40 years of service. He praised Chief Roske's leadership and noted the Police Department is in strong condition. Deputy Chief Cook will serve as Interim Chief while the City conducts a national recruitment process, which will include opportunities for Council, staff, and the public to participate.

Councilmembers expressed appreciation for Chief Roske's service and congratulated Deputy Chief Cook.

Councilmember Hernandez announced an upcoming downtown event at Cafe con Arte

Mayor Grimm reminded Council that a shared office space on the third floor is available for use and requested coordination through staff.

## ADJOURNMENT

There being no further business, the meeting was adjourned at 9:36 PM.

**PASSED and APPROVED** on _____.

**APPROVED:** **ATTEST:**

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk

# MINUTES
## City Council Regular Meeting

7:00 PM - Monday, March 2, 2026
Pasco City Hall, Council Chambers & Microsoft Teams Webinar

### CALL TO ORDER

The meeting was called to order at 7:00 PM by Charles Grimm, Mayor.

### ROLL CALL

Councilmembers present: Charles Grimm, David Milne, Mark Figueroa, Leo Perales, Joe Cotta, and Calixto Hernandez

Councilmembers attending remotely:

Councilmembers absent: Abel Campos

Staff present: Harold Stewart, City Manager; Richa Sigdel, Deputy City Manager; Angela Pashon, Assistant City Manager; Kevin Crowley, Fire Chief; Kevin Hebdon, Finance Director; Daniel Kenny, City Attorney; Haylie Matson, Community & Economic Development Director; Ken Roske, Police Chief; Maria Serra, Public Works Director; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

### CONSENT AGENDA

**Approval of Meeting Minutes for February 9th and February 17th**

To approve the minutes of the Pasco City Council Special Workshop held on February 9, 2026, Regular Workshop held on February 9, 2026, and Regular Meeting held on February 17, 2026.

**Bills and Communications - Approving Claims in the Total Amount of $10,964,318.55**

To approve claims in the total amount of $10,964,318.55 ($4,093,774.22 in Check Nos. 276551 - 276881; $5,567,860.84 in Electronic Transfer Nos. 852343, 852346 - 852357; $13,248.52 in Check Nos. 55147 - 55155; $1,289,434.97 in

Electronic Transfer Nos. 30238068 - 30238729).

**Resolution No. 4708 - City of Pasco Comprehensive Safety Action Plan (CSAP) Adoption**

To approve Resolution No. 4708, adopting the City of Pasco Comprehensive Safety Action Plan.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Perales to approve the Consent Agenda as read by Roll Call vote.

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| **RESULT:** | **Motion carried by Roll Call vote. 7-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos |

## PROCLAMATIONS AND ACKNOWLEDGEMENTS

### National Reading Month Proclamation

Ms. Pashon provided a brief overview and introduced the Daughters of the American Revolution.

Mayor Grimm read the proclamation for "National Reading Month" scheduled for March 2026 and present the proclamation to Beth Burns of the Kennewick Chapter of the National Society Daughters of the American Revolution.

## PUBLIC COMMENTS

Sean Flanagan, Benton County resident, requested assistance obtaining an encroachment permit to install a security fence for a client whose home was destroyed in an arson fire. He stated the fence is needed for safety and asked for help connecting with staff to resolve the issue.

Mary Mahoney, Pasco resident, raised concerns regarding costs, oversight, and financial accountability related to the Pasco Aquatic Center, Animal Control operations, environmental impacts, and various City expenditures.

Maria Rangle, Pasco resident and Downtown business owner, shared her experience attempting to sell her equipment to a prospective tenant. She also expressed appreciation for the City’s downtown efforts.

## REPORTS FROM COMMITTEES AND/OR OFFICERS

### Verbal Reports from Councilmembers

Councilmember Perales attended the Swag Coffee grand opening, noted a downtown property sale enabling business expansion, participated in a downtown

strategic visioning workshop, discussed reviving the Pasco Business Advisory Council, spoke with the Roman Torres Foundation about a potential soccer academy.

Councilmember Cotta participated in interviews of candidates for the Housing Authority Board along with Councilmember Perales and Mayor Grimm.

Councilmember Figueroa attended the HAPO Advisory Committee alongside Councilmember Perales and Mr. Stewart, the Visit Tri-Cities board meeting, and the Tri-Cities Regional Chamber luncheon. He also attended a Fire Department meeting and appreciated learning more about their work. Additionally, he visited Emerson Elementary to read Dr. Seuss books to dual-language classrooms for National Reading Month, share information about city government, and support the school.

Mayor Grimm met with neighboring City mayors for their first monthly discussion focused on regional collaboration, where concerns about less-restrictive alternative housing dominated the conversation and joined other local leaders at the Franklin County Commissioners meeting for a presentation on the issue. Later, he went to the HAPO Center and spent time with first responders who were training there before attending the Fire Department meeting with other Councilmembers. Throughout the week, he also participated in community events including the ribbon-cutting at Swag Coffee Bar and a groundbreaking ceremony with Hayden Homes. He closed by sharing appreciation for Deputy Chief Cook's compassion when responding to a difficult situation involving a neighbor's horse.

## ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

### Revise Agenda Order

Ms. Matson requested that Council move the order of the agenda, switching Ordinance Nos. 4819 and 4820 with Ordinance No. 4818, as the passage of 4818 depends on the passage of Ordinances 4819 and 4820.

**MOTION:** Councilmember Perales moved, seconded by Mayor Pro Tem Milne to switch the agenda order of item 9(a) with item 9(b).

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| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

**Ordinance Nos. 4819 & 4820 - Emergency Low Density Residential Land Use Comprehensive Plan Amendment and R-S-20 Rezone, and Ordinance No. 4818 - Emergency Comprehensive Plan Amendment- School District Capital Facilities Plan Update**

Ms. Matson presented an emergency comprehensive plan amendment intended to correct a conflict between the RS-20 zoning and the existing land use designation. The proposal involves adjusting the land use designation, rezoning affected properties, and adopting related text amendments. Since previous discussion on this item, additional property owners have requested to be included in the rezoning, which would require a new public hearing and delay action.

Council discussed and agreed to postpone decisions to allow staff to evaluate the legal process and incorporate the additional properties, tabling Ordinances 4819, 4820, and 4818 to a future meeting.

**MOTION:** Councilmember Perales moved, seconded by Councilmember Figueroa to table agenda items relating to Ordinance Nos. 4819, 4820 and 4818 to a later date as soon as possible.

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| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

**Ordinance Nos. 4821 & 4822 – Creation of Aquatics Center Fund & Budget Amendment for Aquatics Center Staffing**

Mr. Hebdon and Ms. Pashon presented on two proposed ordinances: one ordinance establishing a special revenue fund for the Aquatic Center to separately track Pasco Public Facilities District (PPFD) revenues and all operational expenditures under the interlocal agreement, and another ordinance amending the 2025–2026 biennial budget to add approximately $2.56 million in spending authority for Aquatic Center staffing and operations, fully funded by PPFD revenues to maintain general fund neutrality. Staff outlined anticipated staffing needs and ongoing monitoring as the facility opens.

Council asked questions regarding financial risk, staffing allocations, and management responsibilities. Following discussion, Council voted to approve both items.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Perales to adopt Ordinance No. 4821, establishing a special revenue fund for the Pasco Public Facilities District Tax Fund and creating a new Chapter 3.270, "Aquatic Center Fund", in the Pasco Municipal Code, and, further, authorize publication by summary only.

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| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Perales to adopt Ordnance No.4822, amending the 2025-2026 Biennial Operating Budget (Ordinance No. 4749), by providing supplement thereto; to provide additional appropriation in the City's funds and, further, authorize publication by summary only.

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| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

***Resolution No. 4709 - Public Works Board $3.5M Loan/Grant Agreement - Lewis Street Underpass Demolition**

Ms. Serra presented a funding agreement supporting the Lewis Street underpass demolition, explaining that the remaining underpass structure must be removed under the City's agreement with BNSF. The work requires tightly coordinated demolition in multiple segments while BNSF temporarily removes and reinstalls tracks. The total project cost is estimated at $3.5 million, funded through a Public Works Board package consisting of a 20-year low-interest loan and an equal forgivable portion. Staff noted the project's complexity, ongoing coordination with BNSF, and the need for a communication plan once timelines are confirmed.

Council asked questions regarding communication with the public, project timing, and potential cost changes. Council members expressed appreciation for staff's work in securing low-cost funding.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Perales to approve Resolution No. 4709, authorizing the City Manager to execute a $3.5M Low-Interest Loan/Grant Agreement (50% Forgivable Principal) for the Lewis Street Underpass Demolition Project.

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| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

**Resolution No. 4710 - Third Amendment to RH2 Engineering, Inc. Professional Services Agreement for Irrigation System Expansion**

Ms. Serra presented a proposed amendment to the professional services agreement with RH2 Engineering to complete final design, bid support, and construction support for the irrigation system expansion pump station. The additional work is needed due to design changes identified during permitting and to prepare the project for bidding and specialized construction oversight. The amendment increases the contract by just under $540,000 on a not-to-exceed

basis.

Council had no further questions or comments.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Perales to approve Resolution No. 4710, authorizing the City Manager to execute Amendment No. 3 for the professional services agreement with RH2 Engineering, Inc. for the design and construction services for Irrigation Systems Expansion Project.

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| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

## UNFINISHED BUSINESS

### Updated Street Lighting Standards

Ms. Serra provided an update on the proposed street lighting standard revisions. The changes would replace project-by-project lighting studies with standardized spacing and design criteria based on completed engineering analysis, improving consistency and reducing design costs for both public and private projects. Staff reported that outreach to the development and engineering community showed overall support, with no objections raised.

Council discussed safety considerations, implementation timing, and whether developments already in progress should be grandfathered. A majority of councilmembers supported moving forward without grandfathering, emphasizing public safety and the benefits of predictable standards. Staff will proceed with adopting the updated standards administratively.

## NEW BUSINESS

### Housing Authority of the City of Pasco & Franklin County Board of Commissioners Appointment of Position No. 5

Ms. Shanks provided a brief overview of the vacant board member position and the Council's Boards and Commissions Subcommittee, consisting of Mayor Grimm, Councilmember Perales and Councilmember Cotta, interviewed two applicants on February 24, 2026: Amanda Brown and Mark Funk. A third applicant withdrew. The subcommittee recommended appointing Mark Funk.

Council briefly discussed the applicants, with Subcommittee members highlighting Mr. Funk’s property management and Section 8 experience as the basis for their recommendation. Councilmember Figueroa noted residency-length concerns with Mr. Funk compared to Ms. Brown, but acknowledged the value of relevant

experience. Councilmembers also suggested that the Council's Housing Authority representative be included in future interview subcommittees.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Perales to appoint Mack Funk, to the Housing Authority Board of Commissioners under Position No. 5, effective March 2, 2026, through January 27, 2031.

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| **RESULT:** | **Motion carried 5-1** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **NAYS:** | Councilmember Figueroa |
| **ABSENT:** | Councilmember Campos |

### Understanding Traffic Calming: Purpose and Approaches

Ms. Serra presented an overview of traffic calming strategies, including vertical and horizontal deflection measures and signage. She explained how locations are prioritized using speed data, crash history, roadway classification, and school routes. Examples included Sylvester Street reconfiguration and speed cushions on Road 96. She outlined how traffic calming fits into TIP/CIP planning, grant funding, and council roles through budgeting, policy, and speed-limit ordinances.

Council discussion focused on high-speed issues on Court Street, with members expressing interest in exploring speed cushions or other measures due to trail access and resident concerns. Councilmembers emphasized the need for stronger safety interventions and thanked staff for the data-driven presentation.

## EXECUTIVE SESSION

Council adjourned into Executive Session at 9:05 PM for 10 minutes returning at 9:15 PM to discuss with legal counsel about current or potential litigation per RCW 42.30.110(1)(i), with the City Manager, Deputy City Manager, and City Attorney.

At 9:16 PM Mayor Milne announced that the Executive Session would continue for another 5 minutes or until 9:21 PM.

Mayor Grimm called the meeting back to order at 9:21 PM.

## NEW BUSINESS CONTINUED

### Procedural Discussion Regarding Upcoming Appeal

Ms. Sigdel introduced City Attorney, Mr. Kenny, who briefed Council on procedural steps for the upcoming quasi-judicial appeal scheduled for April 20, 2026 at 5:30 p.m. He recommended that staff produce the record on appeal within seven days. Parties would then have seven days after receiving the record to

submit any written requests to add documents, limited to five pages and including justification for inclusion. Any such requests would be reviewed and a response issued promptly.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Hernandez to approve the recommendations of the City Attorney.

| | |
|---|---|
| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

Mr. Kenny outlined recommended procedures for the April 20, 2026 quasi-judicial appeal, recommending that staff give a brief, non-argumentative overview of the case, followed by up to 15 minutes each for the appellant's argument and the city's argument. Council will then deliberate and issue a decision. The total allotted time for the appeal is 90 minutes.

**MOTION:** Mayor Pro Tem Milne moved, seconded by Councilmember Cotta to approve the recommendations of the City Attorney.

| | |
|---|---|
| **RESULT:** | **Motion carried 6-0** |
| **AYES:** | Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, and Councilmember Hernandez |
| **ABSENT:** | Councilmember Campos |

## MISCELLANEOUS DISCUSSION

Mr. Stewart invited questions regarding the City Manager's Report; none were raised. He announced two upcoming District 2 Community Business Watch meetings at the Police Department Community Room: March 19, 2026 at 6:00 p.m. and March 24, 2026 from 1:00–2:00 p.m. He encouraged District 2 residents to attend and engage with the Police Department. No further council comments were offered.

## ADJOURNMENT

There being no further business, the meeting was adjourned at 9:30 PM.

**PASSED and APPROVED** on _____.

**APPROVED:** **ATTEST:**

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk

# AGENDA REPORT

FOR: City Council — March 5, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Kevin Hebdon, Finance Director
Finance

SUBJECT: Bills and Communications - Approving Claims in the Total Amount of $3,189,374.42

## I. ATTACHMENT(S):

Accounts Payable 02.19.26 to 03.04.26

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve claims in the total amount of $3,189,374.42 ($1,204,114.38 in Check Nos. 276882 - 277143; $688,557.76 in Electronic Transfer Nos. 852358 - 852560, 852582 - 852616; $5,278.51 in Check Nos. 55156 - 55160 $1,291,423.77 in Electronic Transfer Nos. 30238730 - 30239392).

## III. FISCAL IMPACT:

## IV. HISTORY AND FACTS BRIEF:

There are two categories of accounts receivable write-offs:

1. Direct write-offs are small in value or, in the case of Ambulance Fund, reflect a reduction of fees related to a discount required by DSHS and Medicare. These direct write-offs are not sent to collection.
2. Write-offs referred to collection and have been in arrears for a given number of days and exceed minimum values that move them out of the direct write-off category.

Please see the summary page attached to this agenda item for details.

## V. DISCUSSION:

**REPORTING PERIOD:** **February 19 2026 to March 4 2026**

# CITY OF PASCO

Council Meeting of: March 16, 2026

**Accounts Payable Approved**
The City Council
City of Pasco, Franklin County, Washington

We, the undersigned, do hereby certify under penalty of perjury the materials have been furnished, the services rendered or the labor performed as described herein and the claim is a just, due and unpaid obligation against the city and we are authorized to authenticate and certify to such claim.

Harold Stewart, City Manager

Julie Thompson, Finance Manager

We, the undersigned City Councilmembers of the City Council of the City of Pasco, Franklin County, Washington, do hereby certify on this **16th day of March, 2026** that the merchandise or services hereinafter specified have been received and are approved for payment:

| | Claims Bank | Payroll Bank | Gen'l Bank | Electronic Bank | | Combined |
|---|---|---|---|---|---|---|
| Check Numbers | 276882 - 277143 | 55156 - 55160 | | | | |
| Total Check Amount | **$1,204,114.38** | **$5,278.51** | | | **Total Checks $** | **1,209,392.89** |
| Electronic Transfer Numbers | 852358 - 852560<br>852582 - 852616 | 30238730 - 30239392 | | | | |
| Total EFT Amount | **$688,557.76** | **$1,291,423.77** | **$0.00** | **$0.00** | **Total EFTs $** | **1,979,981.53** |
| | | | | | **Grand Total $** | **3,189,374.42** |

Councilmember A

Councilmember B

**SUMMARY OF CLAIMS BY FUND:**

| | | |
|---|---|---|
| 100 | GENERAL FUND | 390,222.77 |
| 110 | STREET | 72,613.81 |
| 140 | C.D. BLOCK GRANT | 231.82 |
| 145 | MARTIN LUTHER KING COMMUNITY CENTER | 2,393.88 |
| 150 | AMBULANCE SERVICE | 39,781.45 |
| 160 | CEMETERY | 10,117.17 |
| 165 | ATHLETIC PROGRAMS | 4,224.72 |
| 168 | ANIMAL CONTROL | 30,828.94 |
| 170 | SENIOR CENTER OPERATING | 688.54 |
| 180 | MULTI-MODAL FACILITY | 1,293.88 |
| 185 | RIVERSHORE TRAIL & MARINA MAIN | 44.31 |
| 190 | REVOLVING ABATEMENT | 107.95 |
| 194 | ECONOMIC DEVELOPMENT | 9,165.84 |
| 195 | STADIUM/ CONVENTION CENTER | 3.75 |
| 367 | GENERAL CAP PROJECT CONSTRUCTION | 336,892.37 |
| 410 | UTILITY, WATER/ SEWER | 298,372.26 |
| 510 | EQUIPMENT RENTAL - OPERATING GOVERNMENTAL | 35,296.91 |
| 520 | MEDICAL/ DENTAL/ VISION INSURANCE | 63,033.69 |
| 619 | OLD FIRE OPEB | 2,220.00 |
| 690 | PAYROLL CLEARING | 1,891,840.36 |
| | **GRAND TOTAL ALL FUNDS:** | **$ 3,189,374.42** |

# AGENDA REPORT

FOR: City Council — January 30, 2026

TO: Harold Stewart, City Manager — City Council Workshop Meeting: 3/16/26

FROM: Ken Roske, Police Chief
Police Department

SUBJECT: Resolution No. 3712 - Interlocal Agreement between participating Jurisdictions and the City of Pasco for involvement in the Special Investigations Unit.

## I. ATTACHMENT(S):

Proposal Draft Resolution – Special Investigations Unit Interlocal Agreement
2026 Special Investigations Unit Interlocal Agreement
Special Investigations Unit Protocol (Exhibit A)

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to approve Resolution No. 3712, authorizing the City Manager to execute an interlocal agreement between participating jurisdictions and the City of Pasco for involvement in the Special Investigations Unit (SIU).

## III. FISCAL IMPACT:

There is no direct fiscal impact associated with approval of this Interlocal Agreement. No special budget or separate funds are created under the agreement. Each participating agency remains responsible for costs associated with its own personnel, unless otherwise provided under applicable law.

## IV. HISTORY AND FACTS BRIEF:

**Background:**
The Special Investigations Unit (SIU) is a multi-jurisdictional law enforcement team established in 2011 to conduct independent, thorough, and objective criminal investigations of officer-involved incidents resulting in death or grievous bodily harm. The SIU is comprised of investigators from participating counties, cities, and state law enforcement agencies across Benton, Franklin, and Walla Walla Counties.

The SIU operates pursuant to RCW 10.93 (Washington Mutual Aid Peace Officers Powers Act) and RCW 39.34 (Interlocal Cooperation Act). The attached Interlocal Agreement continues Pasco's participation in the SIU through December 31, 2026, with automatic one-year renewals unless terminated in accordance with the agreement terms. Governance and operational procedures are defined in the SIU Protocol, incorporated by reference.

**Impact (other than fiscal):**
Continued participation in the SIU promotes public trust, transparency, and accountability by ensuring officer-involved incidents are investigated by an independent, multi-agency team, reducing conflicts of interest. Participation also ensures compliance with Washington State law and best practices for critical incident investigations while strengthening regional cooperation among law enforcement agencies.

## V. DISCUSSION:

**Recommendation:**
Staff recommends adoption of the resolution authorizing the City Manager to execute the Interlocal Agreement for continued participation in the Special Investigations Unit.

**Constraints (time or other considerations):**
Approval is necessary to ensure uninterrupted participation in the SIU beyond the current agreement period and to maintain readiness for timely activation in the event of a qualifying incident.

**Next Steps:**

- Upon Council approval, the City Manager will execute the Interlocal Agreement.
- The agreement will be filed with the Benton County Auditor or posted on the Benton County website as required.
- Pasco Police Department will continue participation in SIU operations in accordance with the SIU Protocol.

**Alternatives:**

- Decline to approve the resolution, resulting in the City of Pasco withdrawing from the Special Investigations Unit.
- Direct staff to seek modifications to the Interlocal Agreement and return to Council for further consideration.

**RESOLUTION NO. ____**

**A RESOLUTION** OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN PARTICIPATING JURISDICTIONS AND THE CITY OF PASCO FOR INVOLVEMENT IN THE SPECIAL INVESTIGATIONS UNIT (SIU).

**WHEREAS**, RCW 39.34, INTERLOCAL COOPERATION ACT, authorizes political subdivisions to jointly exercise their powers, privileges, or authorities with other political subdivisions of this state through the execution of an interlocal cooperative or interagency agreement; and,

**WHEREAS**, the City of Pasco has historically participated in a multi-jurisdictional Special investigations unit (SIU) to conduct independent, thorough, and objective criminal investigations of officer-involved incidents resulting in death or substantial bodily harm; and

**WHEREAS**, the purpose of SIU is to investigate serious incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer as a result of actions by another individual; and

**WHEREAS**, continued participation in the SIU promotes public trust, transparency, accountability, and compliance with the state law by ensuring independent investigations free from conflicts of interest; 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 continue its participation in the SIU with the participating jurisdictions.

**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 the Interlocal Agreement between the participating jurisdictions and the City of Pasco; a copy of which is attached hereto and incorporated herein by reference 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 sign and execute said Agreement 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:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
Ogden Murphy Wallace, PLLC
City Attorney

**INTERLOCAL AGREEMENT FOR**
**SPECIAL INVESTIGATIONS UNIT TO INVESTIGATE**
**OFFICER INVOLVED INCIDENTS**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is effective upon the date executed by all parties and its recording with the Benton County Auditor. In consideration of the mutual covenants below, the parties agree as follows:

1. **PARTIES**. The parties to this agreement are the counties of Benton, Franklin, and Walla Walla, political subdivisions of the state of Washington, the municipalities of Kennewick, Richland, West Richland, Prosser, Pasco, Connell, Walla Walla, College Place, the Washington State Patrol, and the Washington State Department of Fish and Wildlife, an agency of the state of Washington.

2. **AUTHORITY**. This agreement is entered into pursuant to Chapter 10.93 (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

3. **PURPOSE**. The parties hereto desire to continue participation in a Special Investigations Unit established in 2011 consisting of law enforcement officers from the various local law enforcement agencies to help facilitate orderly, thorough, and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from acts of another person. Any party may request assistance from SIU considering the complexity of an investigation that requires additional resources.

4. **FORMATION**. This multi-jurisdictional team shall continue to be known as the "SPECIAL INVESTIGATIONS UNIT" ("SIU"), the members of which shall be officers from some or all of the parties hereto and who shall be selected and shall operate in accordance with the Special Investigations Unit Protocol, attached as Exhibit A and incorporated herein by reference ("SIU Protocol").

5. **DURATION AND TERMINATION**. The term of this Agreement shall be through December 31, 2026. This agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this agreement.

   A party may terminate this Agreement or, alternatively, withdraw its participation in SIU by providing written notice to the chief law enforcement officer for each party of its intent to terminate or withdraw from this Agreement. A notice of termination or withdrawal shall become effective on the latter of; a) ninety (90) days after service of the notice on the chief law enforcement officers for all parties; or b) at the conclusion of any SIU investigation that is pending on the date specified by (a) above.

6. **GOVERNANCE**. SIU shall be governed by the SIU Protocol attached hereto and incorporated by reference. The SIU Protocol may be amended from time to time by written approval of the Sheriffs and Chiefs for all parties to this Agreement. Upon such

amendment, the amended SIU Protocol will be provided to each Sheriff and Chief and shall supersede any prior versions with the SIU Protocol.

7. **ASSIGNMENT OF OFFICERS**. The parties agree to cooperate with respect to the assigning of officers to the SIU and that the appointment of SIU Officers will be in accordance with the SIU Protocol.

8. **REQUEST FOR SIU ASSISTANCE**. As stated in the SIU Protocol, departments are under no obligation to request the assistance of SIU. If the assistance of the SIU is requested, the SIU shall be activated and will operate pursuant to the SIU Protocol.

9. **ALLOCATION OF LIABILITY / INDEMNIFICATION**. Each of the parties agrees that any liability or claim for property damages arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the party that requests SIU assistance. Each of the parties agrees that any other liability or claim arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the agency employing the SIU officer (s) whose actions or inactions are in question. These provisions are intended to expressly allocate liability by written agreement as authorized by RCW 10.93.040. These provisions are not intended to require indemnification or payment by any party of that portion of any judgement against any members of the SIU team or party hereto based on intentional wrongful conduct that is outside the scope of employment of any members of the SIU or that portion of any judgement for punitive damages against a SIU team member or party to this Agreement. Payment of punitive damages, if any, shall be the sole responsibility of any individual against whom said judgment is rendered unless his or her employer elects to make said payment voluntarily.

   In the event that a claim or lawsuit is brought against a party or its employee(s) for actions arising out of their conduct in the operation of the SIU, such party shall promptly notify all other parties, in writing, that said claim or lawsuit has been filed or commenced.

10. **COMPLETE AGREEMENT**. This Agreement and the exhibit attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior negotiations, agreements, and understandings with respect to the creation and operation of the SIU by some or all of the parties, including but not limited to the SIU interlocal agreements executed by several of the parties earlier in 2024, in 2023, in 2019, and in 2011. This Agreement may only be amended by written document duly executed by all parties.

11. **INTERLOCAL COOPERATION ACT PROVISIONS**. No special budget or funds are anticipated nor created to implement this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring,

holding, or disposing of real or personal property contemplated other than as specifically provided within the terms of this Agreement. The Sheriff of Benton County, or his or her designee, shall be the Administrator of the Interlocal Agreement.

12. **FILING WITH THE AUDITOR OR POSTING ON BENTON COUNTY WEBSITE**. This Agreement shall be filed with the Benton County Auditor or posted on the Benton County website prior to this Agreement going into effect.

13. **AUTHORIZED SIGNATORIES**. By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

**BENTON COUNTY**

_____
Michael Clark, Sheriff

Date: _____

_____
Eric Eisinger, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Jeff Aultman, Chief Civil Deputy

**FRANKLIN COUNTY**

_____
Jim Raymond, Sheriff

Date: _____

_____
Shawn Sant, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Jeff Biggs, Chief Civil Deputy PA

**WALLA WALLA COUNTY**

_____
Mark Crider, Sheriff

Date: _____

_____
Gabe Acosta, Prosecuting Attorney

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
April King, Chief Civil Deputy

**CITY OF COLLEGE PLACE**

_____
Troy Tomaras, Chief of Police

Date: _____

_____
Michael Rizzitiello, City Administrator

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Eric Ferguson, City Attorney

**CITY OF CONNELL**

_____
Chris Lee, Chief of Police

Date: _____

_____
Shelly Harper, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Heidi Ellerd, City Attorney

**CITY OF KENNEWICK**

_____
Chris Guerrero, Chief of Police

Date: _____

_____
Jason McShane, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Laurencio Sanguino, City Attorney

**CITY OF PASCO**

_____
Ken Roske, Chief of Police

Date: _____

_____
Harold Stewart, City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Daniel P. Kenny, City Attorney

**CITY OF PROSSER**

_____
John Markus, Chief of Police

Date: _____

_____
Gary Vegar, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Benjamin Goodwin, City Attorney

**CITY OF RICHLAND**

_____
Martin Pilcher, Chief of Police

Date: _____

_____
Jon Amundson , Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Heather Kintzley, City Attorney

**CITY OF WALLA WALLA**

_____
Chris Buttice, Chief of Police

Date: _____

_____
Elizabeth Chamberlain, City Manager

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Timothy Donaldson, City Attorney

**CITY OF WEST RICHLAND**

_____
James Fry, Jr., Chief of Police

Date: _____

_____
Frederick Brink, Mayor

Date: _____

Attest: _____

By: _____

Approved as to form:

_____
Jessica Foltz, City Attorney

**WASHINGTON STATE PATROL**

_____
John R. Batiste, Chief

Date: _____

**WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE**

_____
Steve Bear , Chief

Date: _____




# SPECIAL INVESTIGATIONS UNIT
## PROTOCOL

Benton County Sheriff's Office
Kennewick Police Department
Richland Police Department
West Richland Police Department
Prosser Police Department
Benton County Prosecutor
Benton County Coroner

Franklin County Sheriff's Office
Pasco Police Department
Connell Police Department
Franklin County Prosecutor
Franklin County Coroner

Walla Walla County Sheriff' Office
Walla Walla Police Department
College Place Police Department
Walla Walla County Prosecutor
Walla Walla County Coroner

Washington State Department of Fish and Wildlife

Washington State Patrol

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## 1. MISSION AND PURPOSE OF SIU

The purpose of the Special Investigations Unit (SIU) is to investigate officer-involved incidents occurring within Benton, Franklin and Walla Walla Counties that involve substantial bodily harm or death. In accordance with RCW 10.114.011, the SIU shall conduct an independent criminal investigation to determine the facts of what occurred. The results of the SIU investigation shall be forwarded to the Venue County Prosecutor's office for review. The Prosecutor's Office, not the SIU, will interpret statutory law as it pertains to the incident and determine if there were any criminal violations.

The SIU shall meet the definition and criteria of Independent Investigative Team (IIT) as defined by WAC 139-12. The SIU Commander is responsible for ensuring SIU complies with relevant RCW's and WAC's.

While SIU does not investigate administrative concerns the Employer Agency may have, it is recognized the criminal investigation results are of interest to the Venue and Employer Agencies for their internal use. The results of the SIU criminal investigation will be fully available to the Venue and Employer Agencies for that purpose unless otherwise prohibited by law.

SIU criminal investigations shall follow the rules of law established by the state and federal constitutions and statutory and case law applicable to criminal investigations. The independent investigation shall be performed in a manner that provides both the appearance and the reality of an objective, thorough, fair, complete and professional investigation that is free of conflicts of interest.

## 2. GOALS OF SIU

In accordance with state law, to include RCW 10.114.011 and WAC 139-12, the goals of SIU shall be:

A. To perform the criminal investigation of officer-involved incidents likely to result in substantial bodily harm or death.
B. To apply best-practice methods for a thorough and complete criminal investigation.
C. To promote public trust by conducting independent, objective, professional, and consistent multi- jurisdictional investigations of officer-involved incidents involving substantial bodily harm or death.
D. To maximize the availability and sharing of the latest technological equipment and techniques.
E. To consolidate and share the skills of the most experienced and qualified commanders, supervisors and investigators.
F. To conduct thorough investigations in a timely fashion.

## 3. GOVERNANCE

The creation and operation of the Special Investigations Unit (SIU) will be governed by an Inter-Local Agreement signed by the CEO's of participating law enforcement, prosecutor and coroner agencies. SIU Protocol and Guidelines will identify operational aspects of the Unit.

## 4. CRIMINAL INVESTIGATION AND ADMINISTRATIVE REVIEW

The SIU shall only conduct the criminal investigation of an incident. The SIU shall not conduct administrative investigations/reviews of incidents.

The Employer Agency shall be responsible for any administrative investigation/review of officer-involved incidents. The SIU criminal investigation has investigative priority over the administrative investigation/review. No member of the Employer Agency, to include personnel conducting an administrative investigation/review, will be involved in an SIU criminal investigation except as noted below.

Employer Agency personnel conducting an administrative investigation/review may observe, in a non-participatory role, an SIU interview with the Involved Officer(s) or Witness Officer(s) if:

A. The Involved Officer(s) or Witness Officer(s) desires to provide a single, voluntary (non-compelled Garrity) statement, and requests that Employer Agency personnel conducting the administrative investigation/review be allowed to observe the SIU criminal investigation interview. The Administrative Investigator would then be allowed to observe, but not partake in, the criminal investigation interview. The Administrative Investigator may then conduct the administrative interview, but only after the SIU Investigators have completed their criminal investigation interview and left the room.
B. The Employer Agency requests the Administrative Investigator be allowed to observe, but not partake in, the SIU criminal investigation interview so as to not subject the Involved Officer(s) or Witness Officer(s) from having to be involved in multiple interviews. This shall only be permitted if agreed upon by the Involved Officer(s) or Witness Officer(s).

The results of the SIU criminal investigation may be provided to the Employer Agency for purposes of the administrative investigation/review. No portion of an administrative investigation/review shall be used by the SIU in their criminal investigation.

## 5. COSTS

Each Member Agency shall be responsible for their employees' wages and associated employee costs of the SIU.

Any necessary equipment or other associated investigative costs that are not covered by the shared resources of the Member Agencies shall be the responsibility of the Venue Agency, upon the approval of the Venue Agency Chief/Sheriff. This includes potential costs for a private company to transcribe SIU recorded interviews. The SIU Incident Commander shall consult with the Venue Agency Chief/Sheriff prior to committing to any additional costs.

The SIU will not be responsible for handling claims of damage to private property as a result of the Officer- Involved Incident or subsequent criminal investigation. Responsibility for handling such claims shall fall upon the Venue Agency Chief/Sheriff.

## 6. DEFINITIONS

A. DEADLY FORCE
As defined by RCW 9A.16.010, "deadly force" means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

B. EMPLOYER AGENCY
The Member Agency that employs the Involved Officer, or employs an officer who is the victim of a fatal or substantial bodily injury. In many cases the Venue Agency will also be the Employer Agency.

C. FATAL INJURY
Injury resulting in death.

D. INVOLVED OFFICER
1. The police employee who used lethal force, or potentially lethal force, in connection with an incident involving a fatal injury or substantial bodily harm.
2. An officer who operated a motor vehicle while on-duty that was involved in a fatal injury and meets the criteria identified in Section 6A(6), "Definitions."

E. MEMBER AGENCIES
Those agencies that have reviewed and agreed to the terms of the Inter-Local Agreement that adopts this Protocol.
1. Voting Member Agency: A Member Agency that has a representative assigned to SIU. These agencies will be allowed to vote on matters related to SIU (i.e. proposed revisions to the SIU Protocol).
2. Non-Voting Member Agency: A Member Agency that does not have a representative assigned to SIU. These agencies may be allowed to participate in SIU discussions, but will not be allowed to vote on matters related to SIU.

F. OFFICER-INVOLVED INCIDENT
Incidents in which the member of a participating agency is an Involved Officer, or the victim of an action, that involves substantial bodily harm or death. The incident may include but is not necessarily limited to:
1. Intentional or accidental shootings, including police tactical incidents involving specialized response units.
2. Intentional or accidental use of any other dangerous or deadly weapon.
3. Assaults upon law enforcement officers, or assaults on other law enforcement employees who are on duty or are acting in a law enforcement capacity.
4. Attempts by law enforcement employees to make arrests or to otherwise gain physical control for a law enforcement purpose.
5. Any fatal injury or substantial bodily harm received while a person is in police custody, including custodial trauma or custodial suicide, but excluding fatal injuries of prisoners which occur while the inmate is under a physician's treatment for a disease or other natural condition which has been diagnosed prior to death.
6. Vehicular collisions, and specifically:
    a. Including any vehicle fatality which occurs:
        i. After, although not necessarily as a result of, police gunfire directed at a suspect or the suspect vehicle.
        ii. In connection with the use of vehicle(s) by police as a "legal intervention" technique intended to apprehend a suspect. "Legal intervention" includes vehicle ramming, roadblocks, or forcing a vehicle to alter its course by cutting in front of it or by contact.
        iii. As a result of a police pursuit.
    b. Excluding any vehicle fatality involving:
        i. Off-duty non-sworn law enforcement employees who are not, at the time of the incident, acting for an actual, apparent, or purported law enforcement purpose.

ii. Solo vehicular collisions in which the only injury is suffered by a law enforcement employee who was the driver and sole occupant of a vehicle which was not involved in a collision with any other occupied vehicle.

G. POLICE EMPLOYEE

This protocol applies to employees and to certain other people affiliated with the participating agencies, such as:

1. Full-time, part-time, and hourly sworn and unsworn employees, whether on-duty or off-duty, who are acting for a law enforcement purpose at the time of the incident.
2. Reserve law enforcement officers who are on-duty or who are acting for a law enforcement purpose at the time of the incident.
3. Temporary employees and volunteers, whether paid or unpaid, who are on-duty or who are acting for a law enforcement purpose at the time of the incident.

H. SUBSTANTIAL BODILY HARM

As defined by RCW 9A.04.110(4)(b) and (c), substantial bodily harm or injury means bodily injury which involves a temporary or permanent substantial disfigurement, or which causes a temporary or permanent substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part, or creates a probability of death.

I. VENUE AGENCY

The Member Agency or Agencies within whose geographical jurisdiction the officer-involved incident occurs.

When an officer-involved incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency.

When an incident occurs on the boundary of two jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the Venue Agency should be:

1. The Employer Agency if the Involved Officer is employed by either boundary agency, or
2. The agency with the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the fatality occur within its jurisdiction.

For custodial deaths, the agency having custody of the person at the time his/her distress was first discovered is a Venue Agency. Also, a Venue Agency is the one within whose jurisdiction any fatal action was inflicted.

If the death was caused by conduct which was apparently criminal, the lead Venue Agency is the agency within whose geographical jurisdiction the act occurred. If there is apparently no criminal conduct involved in the cause of death, the lead Venue Agency is the one having custody of the victim when distress was first discovered.

If an Involved Officer is in an incident which occurs within the jurisdiction of another Member Agency, and if that officer was acting in the performance of his/her duty at the

time of the incident, the Venue Agency may elect to relinquish its role in the criminal investigation.

J. VENUE COUNTY
The county in which the incident occurs.

K. WITNESS OFFICER
An officer who witnessed the use of force by the Involved Officer, and whose action was not a use of lethal force, or potentially lethal force, in connection with an incident involving a fatal injury or substantial bodily harm.

## 7. UNIT MEMBERS

A. UNIT COMMANDER
The SIU Commander shall be from a Member Agency with the rank of Commander, Captain, or Undersheriff, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Unit Commander. The Unit Commander has the overall responsibility to manage and coordinate assigned incidents, as well as ensure the readiness and training of the Unit. The Unit Commander will serve as liaison between SIU and the CEO of the Venue Agency and Employer Agency. The Unit Commander shall determine which SIU Members and other resources will be used to investigate each incident.

B. INCIDENT COMMANDER
Upon activation of SIU, an SIU Incident Commander will be appointed from the current roster of SIU Unit Commander and Assistant Unit Commanders. The SIU Incident Commander becomes responsible for direct oversight of all aspects of the specific investigation for which they have been designated as SIU Incident Commander. The SIU Incident Commander will serve as liaison between SIU and the CEO of the Venue Agency and / or Employer Agency. The SIU Incident Commander shall determine which SIU members and other resources will be used to investigate each incident. The SIU Incident Commander shall also be the liaison between SIU and Community Representative(s) (as defined in subsection J below).

If an SIU Incident Commander cannot fulfill their duties as Incident Commander for the duration of the assigned investigation, the SIU Incident Commander duties will become the responsibility of an Assistant SIU Incident Commander. An Assistant SIU Incident Commander should not be from the same agency as the SIU Incident Commander.

C. ASSISTANT UNIT COMMANDERS
The Assistant SIU Commanders shall be from a Member Agency with the rank of Commander, Captain, Undersheriff or Lieutenant, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Assistant Unit Commander. Assistant Unit Commanders will aid the Unit Commander, ensuring SIU unit readiness at all times.

D. ADMINISTRATIVE COMMANDER
The Administrative Commander shall be from a Member Agency with the rank of Commander, Captain, Undersheriff or Lieutenant, appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by Community Representatives in the selection of the Administrative Commander. The responsibilities of the Administrative Commander include: arranging, coordinating, and documenting all training for the Unit, maintaining records of Unit call-outs, Unit personnel records/roster, Unit equipment inventory, and managing the financial transactions/records of the Unit.

E. INVESTIGATIVE UNIT SUPERVISORS
Investigative Unit Supervisors shall be from a Member Agency with a supervisory rank. SIU Supervisors will be appointed by the Voting Member Agencies. The Voting Member Agencies shall give due consideration to the input provided by the Unit Commander and Community Representatives.

Investigative Unit Supervisors shall be assigned by the Incident Commander to respond to and supervise assigned aspects of an officer-involved incident. Investigative Unit Supervisors shall report directly to the Incident Commander during an investigation. If an additional supervisor(s) is needed, the Incident Commander shall designate an acting supervisor from within SIU. Unit Supervisors should not be from the same agency.

F. INVESTIGATORS
Investigators shall be commissioned officers from a Member Agency, preferably with previous experience as a detective or investigator. They shall be appointed by their respective agencies, with due consideration given to the input from the SIU Commander and Community Representatives. Investigators shall complete tasks assigned by SIU supervisors or Commanders.

G. EVIDENCE TECHNICIAN
The Evidence Technician shall be from a Member Agency. They shall be appointed by their respective agencies, with due consideration given to the input from the SIU Commander and Community Representatives. The SIU Evidence Technician will help with documenting evidence, collecting evidence, packaging evidence, transporting evidence, data collection and other duties assigned by SIU Supervisors or Commanders.

H. CORONER REPRESENTATIVE
A coroner representative from each participating county will be assigned to SIU to perform the Coroner's function during the investigation of an SIU incident. If not the duly elected Coroner, the Coroner shall appoint a representative from his/her office with due consideration given to the input from the SIU Commander and Community Representatives. The representative from the Venue County Coroner's Office will be activated for incidents involving death to aid in the investigation of that particular incident.

I. PROSECUTOR REPRESENTATIVE
A prosecutor representative from each participating county will be assigned to SIU to serve as a legal consultant. If not the duly elected Prosecutor, the Prosecutor shall appoint a representative from his/her office with due consideration given to the input

from the SIU Commander and Community Representatives. The representative from the Venue County Prosecutor's Office will be activated to provide legal advice in the investigation of that particular incident.

J. COMMUNITY REPRESENTATIVE

Pursuant to WAC 139-12, non-law enforcement Community Representatives will be assigned as non- investigative participants of the SIU.

The communities and residents within each county may differ from their neighboring counties. Therefore, for the Benton, Franklin and Walla Walla County Regional SIU the total number of, and selection process for, Community Representatives shall be determined independently by each county. The CEO's of the Inter-Local Agreement Member Agencies shall determine the means and methods for selecting Community Representatives for their respective counties. WAC 139-12 requires there be at least two (2) Community Representatives assigned to each SIU activation.

Only Community Representatives for the county in which the incident occurred shall be activated for participation in an SIU investigation. The Member Agency CEO's shall identify a pre-determined number of Community Representatives to be activated for any SIU activation occurring within their respective county (minimum of two). The number of Community Representatives activated for an SIU investigation should be enough to satisfy the intent of WAC 139-12, but not so large that it impairs the operation of SIU. Only the specific pre-determined number of Community Representatives, not the entire pool of representatives, shall be activated for participation in a specific SIU investigation.

Member Agency CEO's for each county shall decide how the pre-determined number of Community Representatives for their respective counties will be selected for SIU activation (i.e. monthly rotational list). The Sheriff for each county shall supply an updated list to the SIU Incident Commander with the pre- determined names and contact information for those Community Representatives who would be on-call for an SIU activation. The list should include an appropriate number of alternate names and contact information should the first ones not be available.

Pursuant to WAC 139-12, Community Representatives shall:

1. Participate directly in the vetting, interviewing, and/or selection of SIU personnel;
2. Review conflict of interest statements submitted within 72 hours of an SIU activation. Be present at the briefings with the Employer and Venue Agency's CEO's;
3. Have access to the completed SIU investigation report;
4. Be provided a copy of all SIU media releases prior to release;
5. Review notification of equipment used by the Employer or Venue Agency.

The SIU Commander shall ensure that each activated Community Representative signs a binding confidentiality agreement at the beginning of each SIU activation. That confidentiality agreement shall remain in effect until the prosecutor either declines to file charges or when the criminal case is concluded.

If the confidentiality agreement is violated, the Community Representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a Law Enforcement Officer) and RCW 10.97 (Washington State Criminal Records Privacy Act). For the purpose of

this section, "criminal background information" is the same as "criminal history information", as defined in RCW 10.97.030(4).

## 8. UNIT COMPOSITION

SIU should be comprised of the below-listed members. It may not be necessary to have all members activated to respond to an incident. The Unit Commander shall determine which SIU resources are needed for each incident.

A. Unit Commander (1)
B. Assistant Unit Commander (2)
C. Administrative Commander (1)
D. Supervisors (4)
E. Investigators (16)
F. Evidence Technician (3)
G. Coroner Representative (3 – one from each participating county)
H. Prosecutor Representative (3 – one from each participating county)
I. Community Representative (Number to be determined for each county by the Member Agency CEO's of each county.)

## 9. APPOINTMENT/SELECTION OF UNIT MEMBERS

A. APPOINTED MEMBERS
   1. SIU Commanders: Member Agency CEO's shall appoint the SIU Unit Commander, Assistant Unit Commander and Administrative Commander. SIU Commanders shall be commissioned police officer(s) with previous experience in criminal investigations. Due consideration will be given to the input provided by Community Representatives.
   2. SIU Supervisors: The SIU Supervisors shall be appointed by the Member Agency CEO's. SIU Supervisors shall be commissioned police officer(s) with previous experience in criminal investigations. Due consideration will be given to the input provided by the SIU Unit Commander and Community Representatives.
   3. Community Representatives: The Member Agency CEO's will appoint at least two (2) community representatives from each their respective counties. The total number, and selection process, shall be determined independently by each county. The representatives should have credibility with, and ties to, their communities. A transparent process should be used for soliciting names and creating a pool of individuals willing to serve in this capacity.

B. SELECTED MEMBERS (All other SIU positions who are not appointed members) All selected members should be selected though the following process:
   1. The SIU Commander shall make written notification to the Member Agency CEO's soliciting personnel from their respective agencies for assignment to SIU.
   2. The SIU Administrative Commander shall ensure all applicants meet prerequisites.
   3. Qualified applicants shall be interviewed by a Review Board, as appointed by the Member Agency CEO's or the SIU Commander. The Review Board shall include a pre-determined number of Community Representatives.

4. All applicants shall be interviewed using criteria pertinent for the SIU position being sought. The same questions should be asked of each applicant.
5. At the conclusion of the Review Board the SIU Commander should consider the input of the Review Board and submit his/her recommendation(s), to include the input provided by the Community Representatives, to the Member Agency CEO's for final selection.

C. PREREQUISITES
Except for Community Representatives, the following prerequisites should be met by SIU team members:
1. The applicant's agency must be a Member Agency of SIU.
2. The applicant must have the recommendation from their Agency CEO.
3. The agency and applicant must be willing to make a commitment of 3 years' service to SIU (excludes promotion/exigent circumstances)
4. The agency and applicant should be willing to make a commitment to 8 hours of training each quarter.
5. The applicant must be willing to be on call and reasonably available for call-out.
6. The applicant shall be a commissioned officer, preferably with previous experience as a Detective (with the exception of civilian positions including Evidence Technicians).
7. The applicant should meet the basic training requirements identified in the SIU Protocol.

D. PERIODIC APPOINTMENT REVIEW
The Member Agency CEO's shall review the appointment of their SIU Members who have served three years for possible rotation or replacement.

## 10. TRANSPARENCY

SIU's Protocol, Guidelines, and team member names will be considered public information and shall be provided if requested. Members of the public may seek the information via a Public Records Request through the law enforcement jurisdiction in which they live.

## 11. CONFIDENTIALITY

Information obtained by SIU investigations will generally be confidential while the investigation is pending. SIU Members shall not voluntarily share confidential information with individuals other than SIU Members. The SIU Commander is allowed to share limited information, as defined by WAC 139-12, with the Venue and Employer Agencies' CEO. Information shall not be shared with others, to include non-involved CEO's. The SIU Commander may share information with the Venue and Employer Agency's CEO, or his/her designee, concerning the progress of the investigation so that they can manage the internal administrative function, and communicate with their community about the progress of the investigation.

Once the investigation is complete, the investigation file will be subject to requests under the Public Records Act. Refer to Section 33, "Release of Information/Public Information Officer."

If the CEO of the Venue Agency requests SIU release the body cam video or other investigative information of urgent public interest, the SIU Commander shall honor the request if agreed to by the Venue Prosecutor.

## 12. REMOVAL FROM UNIT

Members can be removed from SIU by their respective Member Agency CEO in accordance with the agency's policies or practices.

## 13. UNIT MEMBERS AND EQUIPMENT FROM AN EMPLOYER AGENCY

To maintain proper objectivity, any SIU member from the Employer Agency shall not participate in the investigation of that particular incident. An exception may apply to the Washington State Patrol, which includes the Washington State Patrol Crime Labs and Crime Scene Response Team, since they are a statewide agency.

A. Specialized equipment belonging to the Employer Agency should not be used by SIU unless no reasonable alternative exists, or
B. The equipment is critical to carrying out the SIU investigation, or
C. The SIU Commander can reasonably demonstrate why it is needed, and steps are taken to appropriately limit the role of Employer Agency personnel used in the facilitation of the equipment.

Pursuant to WAC 139-12, the SIU Commander shall notify the assigned Community Representatives about Employer Agency equipment that is used in the SIU investigation.

D. Sheriffs at a later date, elect qualified non-law enforcement community representatives to SIU will be constructed by Chiefs and Sheriffs.

## 14. TRAINING

SIU members, other than Evidence Technicians, Community Representatives or other civilian members, should have received the basic training identified below prior to appointment with SIU. Some courses may be waived based upon the member's experience and/or on-the-job training, as determined by the SIU Commander. The SIU Commander shall give due consideration to the input from the Community Representatives prior to making a waiver. The advanced training, taken before and/or during their SIU appointment, is desirable and Member Agencies should make reasonable effort to provide this training.

A. <u>BASIC TRAINING</u>
   1. Basic Homicide Investigation
   2. Crime Scene Investigation
   3. Interviewing and Interrogation
   4. Crime Scene Photography (which may include Videography)

B. <u>ADVANCED TRAINING</u>
   1. Advanced Homicide Investigation
   2. Advanced Interviewing and Interrogation

3. Officer-Involved Shooting Investigation
4. Blood Spatter
5. Crime Scene Laboratory Services
6. DNA
7. In-Custody Death Investigation (which may include Excited Delirium and Positional Asphyxia)
8. Other related training, seminars, and conferences or on-going training as offered by WSCJTC or other training venues on an as available basis.

C. QUALIFIED LEAD INVESTIGATOR CERTIFICATION
1. The Washington Criminal Justice Training Commission shall issue an "IIT Qualified Lead Investigator" certification to ensure those assigned to lead an SIU investigation meet the training requirement.
2. Evidence Technicians are not required to obtain the IIT Qualified Lead Investigator certification.

D. IN-SERVICE TRAINING
The SIU shall strive to maintain a unit of highly skilled and trained investigators. SIU Commanders, Supervisors, Investigators, and Evidence Technicians should train together as a unit at least twice annually. Quarterly training should be allowed based upon need.

E. COMMUNITY REPRESENTATIVE TRAINING
Upon appointment, the SIU Commander shall ensure Community Representatives receive orientation training that reviews relevant RCW's and WAC's, discuss the lawful authority and responsibility of Community Representatives, review the role of Community Representatives in an SIU activation (to include identifying not only what their role is, but also what their role is not), and discuss the responsibility of SIU in a criminal investigation, to include reviewing SIU Protocol and Guidelines. Community Representatives should be familiarized with the scientific work conducted by the Force Science Institute as it relates to the working of the brain during critical events, the dynamics of eyewitness observations, and sensory deprivation that may occur during critical events.

## 15. SIU RECORDS

Records shall be maintained by the SIU Administrative Commander of all unit activity including:
A. Selection Process
B. Personnel History
C. Call-out activity
D. Unit and individual training

## 16. REQUESTING SIU ASSISTANCE

The on-scene Venue Agency supervisor should fulfill whatever internal agency notifications are necessary, ensure the criteria for SIU activation is met, and request the services of SIU as soon as reasonably possible. The notification for SIU activation shall be made directly to the SIU Commander, either by Venue Agency personnel or through SE-COMM. The SIU Commander shall confirm SIU criteria is met and make appropriate notifications to activate the team.

The Protocol identified in this document becomes effective upon the activation of SIU.

Member Agencies may request SIU activation upon the occurrence of any sensitive or critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this unilateral invocation, the matter will be investigated under the provisions of this Protocol. Such incidents may include:

A. A fatality which is not covered by this protocol but reasonably justifies an SIU investigation.
B. An officer-involved incident where the injuries are not fatal or substantial, but the circumstances reasonably justifies an SIU investigation.
C. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.

A formal SIU activation should only be used for it's intended purpose. If there is an incident that does not meet the initial SIU criteria, but a Member Agency CEO desires the type of coordinated investigation with qualified investigators that SIU can provide, a mutual aid request can be made. SIU personnel can be activated under the authority of a mutual aid request in order to conduct a standard criminal investigation, but outside the auspices of SIU and it's intended purpose.

## 17. ACTIVATION

Upon the request for SIU, and after confirming the criteria for SIU assistance is met, the SIU Incident Commander should call the Venue Agency supervisor at the scene to obtain all available information. The SIU Incident Commander shall determine what and how many SIU resources are needed. Not all incidents may require activation of the entire SIU. The SIU Incident Commander shall initiate the proper SIU notification process to ensure needed personnel are notified and respond.

Within 72 hours of activation, involved SIU members must complete a CJTC "conflict of interest" assessment tool regarding any connection to the Involved Officer(s). The conflict assessment tool will be reviewed by the SIU Incident Commander and the assigned Community Representatives.

## 18. SPECIAL COMMUNICATIONS

Upon activation of the SIU, the following standards for special communications will occur:

A. A family member of the person against whom deadly force was used will be notified as soon as they can be located by either the Venue agency or the SIU, whichever is faster;
    1. Within 24 hours of activation, a member of SIU will be assigned as a Family Liaison and will keep the family, or a representative of the family's choice, apprised of significant developments in the SIU investigation. The family and the Employer Agency shall receive advance notice of scheduled press releases.
B. Neither the Employer Agency, Venue Agency, nor SIU shall provide the media with criminal background information of the person against whom deadly force was used, unless it is specifically requested, and the release of information is required by the Public Records Act or other applicable laws.

C. If the person against whom deadly force was used is, or is believed to be, a member of a federally recognized tribe:
   1. The Venue Agency will notify the Governor's Office of Indian Affairs (GOIA) in accordance with RCW 10.114.021
   2. Within 24 hours of activation, a member of SIU will be assigned as a Tribal Liaison and keep the tribe (or a representative of the tribe's choice) apprised of significant developments in the SIU investigation.

## 19. AUTHORITY

Once the agreement has been made for SIU to investigate an incident, as requested by the Venue Agency, the SIU Incident Commander shall have sole and exclusive authority concerning the criminal investigation of the incident.

The SIU criminal investigation shall adhere to SIU Protocol and Guidelines. Each member of the SIU shall ensure they adhere to the policies and practices outlined in the SIU Protocol and Guidelines.

## 20. VENUE AGENCY RESPONSIBILITIES

A. The Venue Agency must be a Member Agency in order for the SIU to be activated.
B. Venue Agency first responders should ensure that emergency life saving measures are taken.
C. The on-scene Venue Agency supervisor may attempt to obtain critical information pertinent to the safety of officers and citizens. Refer to the section "Obtaining Critical Information."
D. The Venue Agency should ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, location and preservation of perishable evidence, and recording the names of individuals who have entered the crime scene. Written reports are expected from those who enter a designated crime scene.
E. The Venue Agency should attempt to identify witnesses who are present at the scene. Potential witnesses (including Witness Officers) should be sequestered as soon as reasonably possible. Witness Officers should be directed by their Employer Agency supervisor or commander to not discuss details of the case with the Involved Officer or other Witness Officers until SIU has completed their interviews with those officers.
F. If, prior to the arrival of SIU personnel, a person is transported to a hospital with life-threatening or fatal injuries, the Venue Agency should provide an officer to accompany that person in order to:
   1. Locate, preserve, safeguard and maintain the chain of custody for physical evidence.
   2. Obtain a dying declaration, spontaneous statement, and/or statement of then-existing, or previous, mental or physical state.
   3. Maintain custody of the person if he/she has been arrested.
   4. Provide information to medical personnel about the incident that is relevant to treatment, and obtain information from medical personnel relevant to the criminal investigation.
   5. Identify relevant people, including witnesses and medical personnel.

G. If a law enforcement officer has been injured and transported to a hospital, the agency in whose jurisdiction the hospital is located should provide appropriate security and assistance. The Employer Agency should be responsible for providing necessary assistance to the officer's family at the hospital.
H. The Venue Agency should provide a Supervisor or Incident Commander who is available at the scene. That person should update SIU personnel upon their arrival at the scene.
I. The Venue Agency should make department personnel available to the SIU.
J. For incidents in which a suspect is taken into custody, the Venue Agency will coordinate appropriate security measures with the SIU Incident Commander and bear the costs of security until the suspect is available for booking. It is understood that special circumstances may dictate that another Non-Venue Agency may provide assistance and security upon request of the Venue Agency's Chief/Sheriff.
K. The Venue Agency should turn over to SIU in a timely manner all evidence that is in their possession.
L. The Venue Agency should make all documents, reports, and information on the incident available to the SIU in a timely manner.
M. The Venue Agency should allow use of space and equipment as needed by the SIU.

## 21. OBTAINING CRITICAL INFORMATION

The Involved Officer may have information that is pertinent to the safety of officers and citizens, as well as the proper preservation of the crime scene. Such information may include, but not be limited to; medical aid that is needed, information necessary to apprehend suspect(s), and identification of perishable evidence. For purposes of this protocol, the reasons or basis for the use of force by an Involved Officer, or details of that use of force, is not considered critical information.

The Venue Agency on-scene supervisor may, based upon that agency's training, policy or guidelines, attempt to obtain critical information from the Involved Officer that is reasonably necessary to aid injured persons, apprehend suspect(s) and protect perishable evidence

All Member Agency supervisors and commanders should be familiar with *Garrity v. New Jersey* and the consequences to a criminal investigation of directing or ordering an employee to answer questions.

A. The SIU investigation shall not consider or use any compelled information provided by an Involved Officer who was directed or ordered to provide such information.
B. Any supervisor or other agency member who has directed or ordered an employee to answer questions shall immediately report that fact to the first-arriving SIU investigator and the SIU Incident Commander upon his/her arrival at the scene.
    1. Details of the compelled information learned from the employee shall not be provided to SIU personnel.
C. The SIU Incident Commander shall attempt contact with the Involved Officer to inquire if he/she was directed or ordered to answer any questions.
    1. Details of the compelled information shall not be obtained.
    2. The SIU Commander shall ensure that no compelled information is used as part of the SIU investigation unless authorized by the Venue Agency prosecutor.

## 22. TURNING OVER CONTROL OF THE CRIME SCENE TO SIU

The Venue Agency Supervisor or Incident Commander shall turn over control of the crime scene to the SIU Incident Commander upon his/her arrival. SIU then becomes responsible for the crime scene and initiation of the criminal investigation. The Venue Agency shall maintain perimeter control of the crime scene if requested by the SIU Incident Commander.

A criminal act or investigation (i.e. robbery, burglary, search or arrest warrant service) may have preceded the Officer-Involved Incident. If so, the SIU Incident Commander shall consult with the Venue Agency Incident Commander to determine which agency should investigate that preceding event, to include pursuing criminal charges related to that event. If so requested, SIU shall assume responsibility for the criminal investigation of the preceding event. Otherwise, SIU will limit its criminal investigation to the Officer-Involved Incident.

## 23. SIU GUIDELINES

The SIU is comprised of personnel from multiple agencies, whose specific investigative roles may change from case to case. The SIU recognizes it is important to maintain consistency in the quality and type of investigation that is performed. Therefore, the SIU Unit Commander will maintain guidelines consisting of best-practice methods and techniques to be used during SIU investigations.

SIU members will follow the guidelines as a part of their investigation. A completed copy of the guidelines shall be filed as part of the official case file.

The SIU Guidelines are formally adopted as part of the SIU Protocol.

## 24. SEIZING AN OFFICER'S WEAPON

If, upon arrival of SIU personnel, an Involved Officer is still in possession of a firearm or other weapon that was used in the incident, the SIU Incident Commander will coordinate obtaining that firearm or weapon with the Employer Agency Supervisor or Incident Commander.

The SIU Incident Commander shall ensure an inspection is conducted of all Witness Officer's (or other officers who may have been present at the time that force was applied) firearms, ammunition or other weapons. These inspections will be coordinated through that officer's Employer Agency Supervisor or Incident Commander.

## 25. RECOGNIZING POTENTIAL TRAUMA

The duties and responsibilities of a law enforcement officer may place an officer in a position in which he/she may justifiably need to use deadly force, or result in an officer being the victim of a crime.

It is recognized the Involved Officer(s) or Witness Officer(s) may encounter psychological trauma from an incident that is a result of them fulfilling their duties and responsibilities. SIU personnel will be alert for signs that indicate an officer may be suffering from such

trauma. SIU personnel will treat Involved Officers with sensitivity and awareness as to the potential of acute stress reaction and/or other psychological trauma.

## 26. REMOVING OFFICERS FROM THE SCENE

If, upon arrival of SIU personnel, an Involved Officer(s) or Witness Officer(s) are still present at the scene, the SIU Incident Commander will coordinate with the Venue and Employer Agency Supervisor or Incident Commander the removal of those officers from the scene.

To assure witness credibility these officers should, whether they are removed from the scene prior to or after SIU arrival, be kept separated from each other until statements are obtained by SIU. Witness Officers should be directed by their Employer Agency supervisor or commander to not discuss details of the case with the Involved Officer or other Witness Officers until SIU has completed their interviews with those officers.

## 27. PEER SUPPORT GROUP COUNSELORS

It is recognized that the Employer Agency may have guidelines in place that allow Peer Support Group Counselors who are not involved in the incident to have access to the Involved or Witness Officers. These discussions are considered privileged communications pursuant to RCW 5.60.060. SIU will allow Peer Support Group Counselor involvement per the Employer Agency's policy or guideline.

## 28. DOCUMENTING THE INVOLVED OFFICER'S CONDITION

SIU Members should photograph and document any injuries the Involved Officer, or any other officer, may have received. The Involved Officer's clothing will also be photographed and documented. The clothing may be seized as evidence.

## 29. INTERVIEWING LAW ENFORCEMENT EMPLOYEES

It is recognized that officers who justifiably use deadly force as a part of their official duties and responsibilities may be subject to civil litigation. It is acknowledged that the SIU criminal investigation interview with Involved Officer(s) and Witness Officer(s) may be used by the Employer Agency in the administrative investigation/review of the incident to determine if any policy violations may have occurred. However, Employer Agency personnel conducting an administrative investigation/review should not be involved in an SIU investigation, nor will they normally engage in SIU interviews with Involved or Witness Officers. An allowable exception may be if the Involved Officer(s) or Witness Officer(s) agree to provide a single voluntary (non-compelled Garrity) statement, and requests that Employer Agency personnel conducting an administrative investigation/review be allowed to observe the SIU criminal investigation interview.

SIU recognizes that each agency's collective bargaining agreements (CBA) may establish guidelines for interviewing the Involved Officer(s) and Witness Officer(s). SIU members will familiarize themselves with the Employer Agency's CBA as it pertains to this topic.

Any interview with the Involved Officer(s) or Witness Officer(s) will be scheduled by the SIU Commander through the Employer Agency's CEO or his/her designee.

With the officer's consent, formal interviews by SIU Members with the Involved Officer(s) and Witness Officer(s) will be digitally recorded and transcribed.

A. Interview with the Involved Officer.

1. Unless the Involved Officer is a suspect involving possible criminal charges, the interview with the officer should be treated as a witness interview balancing the need to obtain all necessary information with sensitivity for the circumstances of the necessity of the interview. This approach is to be consistent with similar interviews with members of the public who are not law enforcement officers. An example would be interviewing the parents of a deceased child when there is no probable cause to believe that a parent has committed a crime.
2. Research indicates an Involved Officer's memory often will be helped by revisiting the crime scene and doing a walk through after evidence and evidence markers have been removed, but before the Officer has been interviewed. It is recognized this process can be instrumental in separating a true picture of the event from perceptually distorted recollections, and that the Officer may recognize things in the scene that will stimulate recall. Consequently, if requested by the Involved Officer, SIU will generally allow the Officer, with only his/her legal counsel, to do a walk-through of the scene prior to a formal interview. The legal right to do a walk-through after investigators have left the scene (i.e. public property crime scene versus private property crime scene) will need to be considered. The same approach is often used in homicide cases involving witnesses or suspects who are not law enforcement officers.
3. It is recognized the interview may take place as soon as practical after the incident occurred.
4. The Involved Officer should be allowed to provide a written statement prior to the interview if they so desire.
5. The Involved Officer will be treated with sensitivity and awareness as to the potential of acute stress reaction and/or other psychological trauma.
6. The Involved Officer has the same constitutional rights as any other citizen. The officer has the right to have legal counsel present during the interview. The officer should be provided a reasonable time to consult with legal counsel prior to the formal interview.
7. If the Involved Officer requests a Guild Representative (other than an attorney) be present during the interview, the SIU Interviewer(s) will notify the SIU Commander. The Commander will then consult with the Venue County's Prosecutor and the Employer Agency CEO. A decision will then be made as to whether a Guild representative will be allowed to be present during the interview. If a Guild Representative is allowed to sit in on the interview, the Representative will not be allowed to interfere with, or obstruct, the interview process.
8. As determined by legal standards, the Miranda Rights are generally required only when a criminal suspect is in custody and is subjected to interrogation. Consequently, an Involved Officer should only be advised of Miranda Rights at the beginning of an SIU interview if it meets this standard.

9. SIU Investigators shall consult with the Venue Agency Prosecutor concerning possible advisement of Miranda Rights prior to a formal interview with the Involved Officer. There may be case specific circumstances which may prompt the Venue County Prosecutor to request an Involved Officer be advised of Miranda Rights prior to the SIU interview. If such a request is made, SIU Investigators shall advise the Involved Officer of Miranda Rights at the beginning of the interview.
10. Should an Involved Officer elect to not provide a voluntary, non-compelled statement to SIU Investigators, the Venue County Prosecutor may:
    a. Request a Coroner's Inquest be convened pursuant to RCW 36.24.020 to aid in determining facts of the case and the cause of death, or
    b. Request a Special Inquiry be convened pursuant to RCW 10.27.170.

B. Interview with a Witness Officer.

1. Interviews with Witness Officer(s) will likely need to be arranged as soon as reasonably possible after the incident occurred. Witness Officers will be interviewed separately.
2. SIU Members should be alert for signs the Witness Officer(s) are traumatized and may need some time to decompress prior to giving a statement.
3. Generally, an officer who is a witness to the use of force and is not involved in the application of force in any manner, and is not a subject of the investigation, does not have a right to union representation during his/her interview. That is unless the Witness Officer reasonably believes his/her statement may result in discipline. Under such circumstances, if the officer requests Guild representation, he/she may be allowed to have a Guild Representative present during the interview. The Representative will not be allowed to interfere with, or obstruct, the interview process.
4. Witness Officer(s) may, if appropriate, be asked to participate in a walk-through of the scene with SIU investigators.

## 30. INTOXICANT TESTING

Law enforcement employees have the same rights and privileges that any civilian would have regarding intoxicant testing. If SIU Members determine a law enforcement employee's state of sobriety is relevant to the criminal investigation, they may:

A. Obtain the blood and/or urine sample by valid consent.
B. Apply for a search warrant to obtain the samples.
C. When applicable, utilize the provisions of the Motor Vehicle Code of state statutes for vehicle driving incidents.

## 31. RELIEVING INVOLVED OFFICERS OF DUTY

SIU does not have the authority to, and will not be involved in, relieving any Involved Officer(s) or Witness Officer(s) of their duties. Any such action will be the responsibility of the Employer Agency.

## 32. PLANNED POLICE ACTION

If the officer-involved incident is a result of a planned police action (i.e. search warrant service, arrest warrant service, tactical operation), documents and materials associated with the planning and execution of that action shall be turned over to SIU. Personnel involved in the planning of, and execution of, the planned action shall be interviewed by SIU. Those personnel should not debrief the incident amongst themselves until the last SIU interview is conducted with those involved.

## 33. AUTOPSY

Autopsies will be coordinated with the SIU Coroner Representative and will be conducted through the Venue County Coroner's office. An SIU Member will be present during autopsy and take all appropriate investigative steps.

## 34. KEEPING THE VENUE / EMPLOYER AGENCY INFORMED

The SIU Incident Commander should ensure the Venue Agency and Employer Agency's CEO is kept informed of the progress of the criminal investigation. Release of information shall comply with WAC 139-12, to include the assigned Community Representatives to be present when updates are provided.

## 35. RELEASE OF INFORMATION / PUBLIC INFORMATION OFFICER

Pursuant to WAC 139-12, the release of public information concerning the criminal investigation will be done only by the SIU. The Venue or Employer Agency may make their own release of information, but not pertaining to any aspect of the criminal investigation itself, to the public as deemed appropriate by the agency CEO.
The SIU release of public information shall adhere to the following:

A. The SIU should release only appropriate and necessary information about the investigation to the public. That information should normally be restricted only to the facts of what occurred, as determined by the SIU investigation. The SIU should not offer any opinions about the actions taken by, or motivation of, any involved parties in the incident. Nor should any speculation or opinions be offered about legal matters. Legal matters falls under the responsibility of the Venue Prosecutor's Office.

B. Public release of autopsy results should be made by the Coroner's Office, but only after consultation with the SIU Incident Commander and the Venue Prosecutor's Office. Information that may hinder or obstruct the investigation should not be released.

C. The SIU Incident Commander shall appoint a SIU Public Information Officer (PIO). The SIU PIO shall provide their contact information to media representatives and clarify that information concerning the criminal investigation will be provided only by the SIU. The SIU PIO should provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report.

D. The following shall receive advance notice of, to include a copy of, any public information released by the SIU:
    1. The family representative for the person against whom deadly force was used, and
    2. The Employer and Venue Agency CEO, and
        a. The Employer Agency shall be responsible for notifying the Involved Officer(s) and/or Witness Officer(s) if they so choose.
    3. The Community Representatives assigned to the SIU investigation in which media releases are applicable.

Requests for Release of Public Records of SIU investigative reports preferably would be made through the Venue Agency. However, individual agencies represented on the Unit will be required to follow applicable statutes for reports of their Unit members should a request for public records be filed with that agency. Release of any reports or records will follow the policy or guideline of the respective agencies. The SIU Incident Commander will be notified by the Venue Agency, Employer Agency or any Unit Members that receive a records request related to the incident while the investigation in pending.

## 36. RELEASE OF THE CRIME SCENE

Only the SIU Incident Commander, in consultation with and approval from the Venue Agency Prosecutor, may authorize release of the crime scene upon completion of the criminal investigation. The SIU Incident Commander shall notify the Employer and Venue Agency Chief/Sheriff of the intent to release the scene prior to it actually being released.

## 37. REFERRAL TO THE VENUE COUNTY PROSECUTOR

In coordination with the SIU Prosecutor Representative, the SIU Incident Commander will present the SIU investigative file to the Venue County Prosecutor for consideration of a Coroner's Inquest, referral to the Department of Justice, and review of filing on any potential criminal charges.

The Prosecutor shall also be available for consultation on search warrants, special inquiry proceedings, special inquiry subpoenas, and issues regarding statements by law enforcement officers when Garrity or other issues are raised.

## 38. EVIDENCE STORAGE

All evidence should be stored under the control of, and at the evidence storage facility of, a Non-Employer Member Agency designated by the SIU Incident Commander. The SIU Incident Commander shall coordinate with that Member Agency's CEO. The SIU Evidence Technician shall work with that Member Agency's Evidence Technician on details of inventorying and storage of evidence items.

The Venue Agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.

## 39. CASE FILES

All original reports, statements, and other documentation of Venue Agency employees should be filed and maintained by the Venue Agency. Copies of those reports, statements, and other documentation shall be submitted to the SIU Commander in a timely manner.

SIU will file reports under the assigned Venue Agency case number. The Venue Agency face sheet and original report will be completed by a Venue Agency officer, other than the Involved Officer. It is recognized the original report may be brief, and will be supplemented by detailed SIU reports.

Justifiable homicides often occur in conjunction with other criminal offenses. The National Incident Based Reporting System (NIBRS) data collection guidelines identify the justifiable homicide must be reported as a separate incident from the other criminal offense. For the justifiable homicide case, NIBRS requires that the Involved Officer be listed as a “suspect,” and the perpetrator who is killed be listed as a “victim.” Other officers or civilians should be listed as “witness” or “involved other.”

SIU members shall file their investigative reports on a standard supplemental report template. SIU reports will be completed outside of the standardized, multi-agency records management system (RMS) utilized for police incident reporting. The purpose in completing SIU reports outside the RMS is the intentional separation of information from the normal practices of police report submission. Completed SIU reports shall be submitted to the SIU Commander only after review and approval by the designated SIU supervisor. SIU reports will be completed in a timely manner.

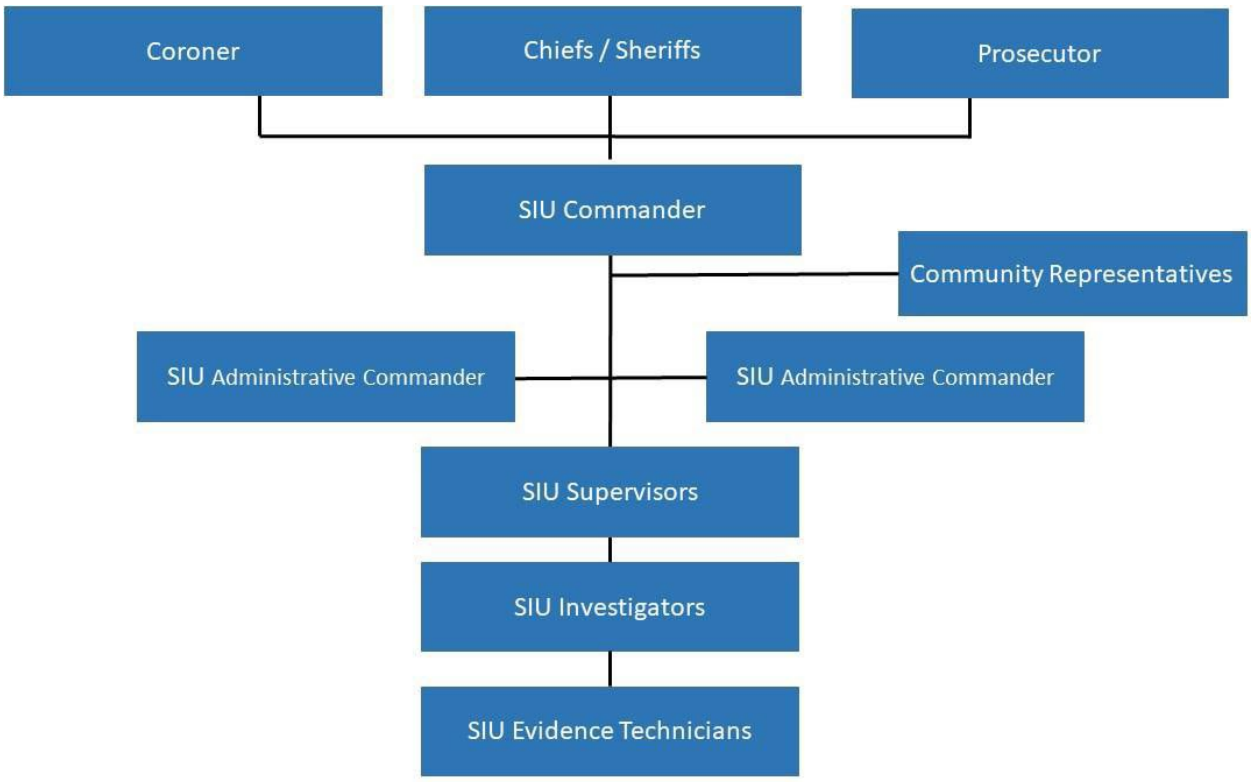
The SIU Incident Commander will establish a master page number index system for each page of the report. In an effort to ensure protection of the integrity of information contained in the SIU investigation, SIU investigators will not enter or otherwise index persons involved in the SIU investigation into the regional records management system. Indexing of persons involved in the SIU investigation will be the responsibility of the Venue Agency once the final report has been completed, and published to the Venue Agency.

Once the SIU investigation is complete, SIU will not maintain copies of any master case files. The original master case file shall be turned over to the Venue Agency for filing and retention as required by law.

## 40. INCIDENT DEBRIEFING

An incident debriefing for SIU members will be conducted as soon as practical after each activation. The debriefing will be scheduled and conducted by the SIU Incident Commander.

## 41. ORGANIZATIONAL CHART



# AGENDA REPORT

FOR: City Council — March 4, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: Resolution No. 3713 - Broadmoor TIF AREA - Amendment No. 6 with PBS for Engineering Services (5 minutes)

## I. ATTACHMENT(S):

Resolution
Exhibit A - Professional Services Agreement Amendment 6

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to approve Resolution No. 3713, authorizing the City Manager to sign and execute Amendment No. 6 for the professional services agreement with PBS Engineering and Environmental Inc. (PBS), now an APEX Company, for the design services for Harris Road Realignment.

## III. FISCAL IMPACT:

| | |
|---|---|
| Original PSA Amount | $ 262,672.00 |
| Amendment 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-aligning 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:
- Once the PSA Amendment No. 6 is executed, City's consultant will start design for the Harris Road Realignment project.

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-or-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:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
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 (Kittelson)***
No work with this amendment

***Subtask 4.9. Project 3 60% Design (PS&E) (Kittelson)***
No work with this amendment

***Subtask 4.10. Project 3 90% Design (PS&E) (Kittelson)***
No work with this amendment

***Subtask 4.11. Project 3 Final Design (PS&E) (Kittelson)***
No work with this amendment

***Subtask 4.12. Project 3 QA/QC (Kittelson)***
No work with this amendment

***Subtask 4.13. Advertisement and Bidding Support (Kittelson)***
No work with this amendment

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

RESOLUTION -EXHIBIT A



- 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

RESOLUTION -EXHIBIT A

# EXHIBIT B

| Broadmoor TIF – Road 103 | | | | | | | | | | | SUBCONSULTANTS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | PBS | Traffic | Traffic | ROW | 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 |
| Task and Description | *Engineer VII* | *Engineer VI* | *Engineer V* | *Engineer II* | *Sr. Scientist/Planner II* | *Survey VI* | *Survey Crew (2 Person)* | *Admin II* | *Expense* | TOTAL | Kittelson | DKS | EPIC | TOTAL | AMOUNT | AMOUNT | AMOUNT | AMOUNT | AMOUNT | | AMOUNT |
| **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 1.1 - Contract Administration, Invoicing, and Progress Reports | 9.00 | | | | | | | 16.00 | | 3,885.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,885.00 | | 8,250.00 | $0.00 | $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&E) | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 45,280.00 | $0.00 | $0.00 | 0.00 | $45,280.00 |
| Subtask 6.11 – Project 3 - QA/QC | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 38,100.00 | $0.00 | $0.00 | 0.00 | $38,100.00 |
| Subtask 6.12. Road 103—30% Design (Plans and Estimate) | 16.00 | 16.00 | 20.00 | 80.00 | | | | | | 24,140.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,140.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $24,140.00 |
| Subtask 6.13. Road 103—60% Design (Plans and Estimate) | 16.00 | 32.00 | 110.00 | 220.00 | 8.00 | | | | | 68,490.00 | 0.00 | 0.00 | 0.00 | 0.00 | 68,490.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $68,490.00 |
| Subtask 6.14. Road 103 —90% Design (PS&E) | 16.00 | 32.00 | 90.00 | 160.00 | | | | | | 54,110.00 | 0.00 | 0.00 | 0.00 | 0.00 | 54,110.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $54,110.00 |
| Subtask 6.15. Road 103—Final Design (PS&E) | 16.00 | 24.00 | 48.00 | 80.00 | | | | | | 31,360.00 | 0.00 | 0.00 | 0.00 | 0.00 | 31,360.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $31,360.00 |
| Subtask 6.16. Road 103—QA/QC | 20.00 | 60.00 | | | | | | | | 18,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,100.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $18,100.00 |
| **TASK 7: UTILITY COORDINATION** | | | | | | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 50,384.00 | 31,420.00 | 81,804.00 |
| Subtask 7.1 Utility Coordination | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $0.00 | 31,420.00 | $31,420.00 |
| Subtask 7.2 - Utility Meetings | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $12,264.00 | 0.00 | $12,264.00 |
| Subtask 7.3 - Conflict Identification, Analysis and Recommended Resolution | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $19,060.00 | 0.00 | $19,060.00 |
| Subtask 7.4 -Conflict Notification and Utility Relocations | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $19,060.00 | 0.00 | $19,060.00 |
| **TASK 8: PUBLIC INVOLVEMENT** | | | | | | | | | | | | | | | 0.00 | | | | | | $0.00 |
| **TASK 9: RIGHT OF WAY** | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 23,666.00 | 0.00 | 23,666.00 |
| Subtask 9.1 – Right of Way Acquisition | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $23,666.00 | 0.00 | $23,666.00 |
| **TASK 10: CONSTRUCTION MANAGEMENT** | | | | | | | | | | 38,000.00 | 3,968.00 | 0.00 | 0.00 | 3,968.00 | 41,968.00 | | 100,700.00 | 0.00 | 0.00 | 0.00 | 142,668.00 |
| Subtask 10.1 – Construction Support | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 100,700.00 | $0.00 | $0.00 | 0.00 | $100,700.00 |
| Subtask 10.4 – Construction Support | 40.00 | 20.00 | 40.00 | 100.00 | | | | | | 38,000.00 | 3,968.00 | 0.00 | 0.00 | 3,968.00 | 41,968.00 | | | $0.00 | $0.00 | 0.00 | $41,968.00 |
| **Task 11. DKS Traffic Support** | | | | | | | | | | 0.00 | 0.00 | 46,910.00 | 0.00 | 46,910.00 | 46,910.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 46,910.00 |
| Subtask 11.1. Signal Timing Coordination | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $0.00 |
| Subtask 11.2. Traffic Design & Construction Support | | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $0.00 |
| Subtask 11.3 Signal Timing Analysis and Coordination Plans | | | | | | | | | | 0.00 | 0.00 | 17,445.00 | 0.00 | 17,445.00 | 17,445.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $17,445.00 |
| Subtask 11.4. Road 103 - Signal Timing Implementation Support | | | | | | | | | | 0.00 | 0.00 | 9,465.00 | 0.00 | 9,465.00 | 9,465.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $9,465.00 |
| Subtask 11.5. Road 103 – Traffic Analysis | | | | | | | | | | 0.00 | 0.00 | 15,085.00 | 0.00 | 15,085.00 | 15,085.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $15,085.00 |
| Subtask 11.6. Traffic Design & Construction Support | | | | | | | | | | 0.00 | 0.00 | 4,915.00 | 0.00 | 4,915.00 | 4,915.00 | | 0.00 | $0.00 | $0.00 | 0.00 | $4,915.00 |
| **Management Reserve** | | | | | | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | | 50,000.00 | 0.00 | 0.00 | 0.00 | 50,000.00 |
| Management Reserve | | | | | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | | 50,000.00 | $0.00 | $0.00 | 0.00 | $50,000.00 |
| *Reimbursable Expenses* | | | | | | | | | | 0.00 | | | | | 0.00 | | 0.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| *Copies* | | | | | | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| *Expenses* | | | | | | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| *Travel* | | | | | | | | | | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| | | | | | | | | | | | | | | | 0.00 | | | | | | |
| ***TOTAL HOURS*** | 253.00 | 192.00 | 316.00 | 648.00 | 8.00 | 16.00 | 32.00 | 16.00 | | | | | | | | | | | | | |
| ***MAX HOURLY RATES*** | 245.00 | 220.00 | 195.00 | 160.00 | 110.00 | 190.00 | 225.00 | 105.00 | | | | | | | | | | | | | |
| ***TOTAL DOLLARS*** | $ 61,985.00 | $ 42,240.00 | $ 61,620.00 | $ 103,680.00 | $ 880.00 | $ 3,040.00 | $ 7,200.00 | $ 1,680.00 | $ - | $ 284,105.00 | $ 64,688.00 | $ 46,910.00 | $ - | $ 111,598.00 | $ 395,703.00 | $0.00 | $ 929,023.00 | $ 30,000.00 | $ 957,661.00 | $ 262,672.00 | $ 2,575,059.00 |

# AGENDA REPORT

FOR: City Council

TO: Harold Stewart, City Manager

City Council Regular Meeting: 3/16/26

FROM: Harold Stewart, City Manager
City Manager

SUBJECT: Public Hearing - Ordinance No. 4817 Public Hearing for Moratorium on Essential Public Facilities (Secure Community Transition Facilities)

## I. ATTACHMENT(S):

Ordinance 4817
PowerPoint

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

### CONDUCT A PUBLIC HEARING

Conduct a public hearing regarding Ordinance No. 4817, adopted on February 17, 2026. State law requires that a public hearing be conducted within 60 days following the implementation of a moratorium.

## III. FISCAL IMPACT:

None anticipated at this time.

## IV. HISTORY AND FACTS BRIEF:

**Background:**

The Washington State Department of Social and Health Services implemented the Less Restrictive Alternative (LRA) program in an effort to distribute the housing of sexual offenders across the state, proportional to regional demographics. State law requires local jurisdictions to allow the location of these facilities. Cities do maintain some local control of the siting of these facilities regarding land use regulations but cannot regulate the operation of them. One form of LRA housing is a Secure Community Transition Facility (SCTF), which provides supervised residential placement and treatment services. Under Washington's Growth Management Act, SCTFs are classified as

Essential Public Facilities (EPFs). State law requires local jurisdictions to allow the siting of EPFs but allows cities to regulate land use aspects such as zoning, development standards, and siting criteria, while not regulating facility operations. The neighboring community of Kennewick has recently been dealing with the public response to the siting of one of these facilities in one of their neighborhoods. In anticipation of the probable siting of a facility in Pasco, staff has assessed Pasco's land use regulations regarding these uses. After review staff has determined Pasco's land use ordinances do not currently establish a dedicated siting process or decision criteria specifically applicable to EPFs or SCTFs.

**Impact (other than Fiscal):**
This will be a matter of significant public concern and will likely generate community discussion and participation.

## V. DISCUSSION:

**Recommendation:**
Staff recommends the development of land use requirements for LRAs within Pasco within the moratorium timeline outlined in Ordinance 4817.

In addition, given the public and legal concerns and anticipated impacts surrounding LRAs staff recommends the City Council implement a moratorium on the acceptance of applications related to Essential Public Facilities, including Secure Community Transition Facilities until staff has prepared and Council has approved appropriate and necessary regulations addressing these topics. It is imperative the development of these land use regulations be determined as soon as possible. Staff also recommends the coordination of significant public
input during the regulation development.

As such staff recommends the following, Next Steps:

1. The City Council must hold a public hearing on the moratorium within 60 days of its implementation on March 16, 2026, as required by State law.
2. Staff recommends additional public hearings to identify public concerns that can be addressed through land use regulations.
3. Staff develops and recommends a SCTF ordinance no later than July.
4. Council adopts ordinance and lifts moratorium no later than 6 months following
   adoption of the moratorium

# ORDINANCE NO. 4817

**AN ORDINANCE** OF THE CITY OF PASCO, WASHINGTON, IMPOSING A SIX-MONTH MORATORIUM ON APPLICATIONS RELATED TO ESSENTIAL PUBLIC FACILITIES, INCLUDING SECURE COMMUNITY TRANSITION FACILITIES; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

**WHEREAS,** the City Council has authority under Article XI, Section 11 of the Washington State Constitution, RCW 35A.63.220, RCW 36.70A.200, and RCW 36.70A.390 to regulate land uses and adopt interim zoning controls and moratoria; and

**WHEREAS,** RCW 36.70A.200 requires cities to include provisions for the siting of Essential Public Facilities ("EPFs"); and

**WHEREAS,** Secure Community Transition Facilities ("SCTFs") are a type of Essential Public Facility governed in part by RCW 71.09; and

**WHEREAS,** the Pasco Municipal Code does not currently establish a dedicated siting process or decision criteria specifically applicable to EPFs or SCTFs; and

**WHEREAS**, RCW 71.09.285 establishes siting considerations for SCTFs, including proximity to "risk potential activities and facilities," emergency service response times, public safety considerations, and site characteristics; and

**WHEREAS**, RCW 71.09.020 defines "risk potential activities and facilities" to include schools, school bus stops, licensed daycare facilities, preschools, parks, trails, playgrounds, sports fields, community centers, libraries, youth camps, and places of worship; and

**WHEREAS**, RCW 71.09.096 establishes a minimum separation distance of 500 feet between certain residential placements associated with SCTFs and K-12 schools, daycares, and preschools; and

**WHEREAS,** the City Council finds that additional time is necessary to develop a clear Essential Public Facility and Secure Community Transition Facility siting process, evaluate zoning regulations and development standards, map risk-potential facilities using GIS, establish separation criteria consistent with state law, evaluate public safety and compatibility considerations, and adopt interim or permanent development regulations; and

**WHEREAS**, without a moratorium, business license and/or permit applications related to EPFs or SCTFs could vest under existing regulations that do not contain siting criteria or review procedures; and

**WHEREAS**, the City Council intends to study EPF and SCTF siting regulations with input from the Planning Commission, staff, and the community; and

**WHEREAS**, a temporary moratorium is necessary to protect the public health, safety, and welfare while the City develops appropriate regulations; and

**WHEREAS**, this ordinance is intended to include necessary supporting recitals incorporated as findings of fact, impose a moratorium on acceptance and processing of applications related to EPFs and SCTFs, exempt vested applications, establish a six-month duration, require a public hearing within 60 days, and declare an emergency establishing an immediate effective date.

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

**Section 1. Findings of Fact.** The recitals set forth above are adopted as the City Council's initial findings of fact in support of the moratorium established by this ordinance.

**Section 2. Declaration of Emergency.** The City Council declares this moratorium to be an emergency measure necessary for the immediate protection of public health, safety, property, and welfare.

**Section 3. Moratorium Imposed.** Pursuant to Article XI, Section 11 of the Washington State Constitution, RCW 35A.63.220, and RCW 36.70A.390, the City hereby imposes a temporary moratorium on the acceptance and processing of development permit applications related to Essential Public Facilities, including Secure Community Transition Facilities. This moratorium applies to, but is not limited to, business license applications, building permit applications, conditional use permit applications, site plan review applications, binding site plan applications, subdivision and short subdivision applications, pre-application conferences, and any other land-use approvals or development permit applications related to Essential Public Facilities or Secure Community Transition Facilities.

**Section 4. Effect on Vested Rights.** This moratorium applies prospectively only and does not affect applications determined to be complete prior to the effective date of this ordinance.

**Section 5. Duration of Moratorium.** This moratorium shall remain in effect for six (6) months from the date of adoption unless extended in accordance with RCW 35A.63.220 and RCW 36.70A.390 or replaced by interim or permanent regulations.

**Section 6. Public Hearing.** The City Council shall hold a public hearing within sixty (60) days of adoption of this ordinance to receive public testimony and consider additional findings of fact.

**Section 7. Interpretive Authority.** The City Manager or designee is authorized to issue official interpretations necessary to implement this ordinance.

**Section 8. 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 9. 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 10. Effective Date.** This ordinance shall take effect immediately upon adoption.

**PASSED** by the City Council of the City of Pasco, Washington this 17th day of February 2026.

Signed by:
Charles Grimm
B0EE5BF897DD4AD...
Charles Grimm
Mayor

ATTEST:

DocuSigned by:
Krystle Shanks
6E978858CA474C4...
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Daniel Kenny
DDAD3355F1F2425...
Ogden Murphy Wallace, PLLC
City Attorney

Published: February 22, 2026

# Pasco City Council

## *Regular Meeting*

**March 16, 2026**

City of Pasco Washington

*Pasco City Council*

# Public Hearing Moratorium on Essential Public Facilities (Secure Community Transition Facilities)

**March 16, 2026**

City of Pasco Washington

# Public Hearing Moratorium on Essential Public Facilities (Secure Community Transition Facilities)

- **Ordinance 4817 approved on February 17, 2026**
- **Background on Issue**

# NEXT STEPS

- Public hearing required within 60 days of moratorium (by May 2026)
- Additional public hearings to gather input
- Staff to develop and recommend SCTF ordinance by July
- Council to adopt ordinance and lift moratorium within 6 months

City of Pasco

# Questions?

# AGENDA REPORT

FOR: City Council — February 20, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Haylie Matson, Director
Community & Economic Development

SUBJECT: Q Ordinance No.4823 - 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):

Ordinance
Hearing Examiner Decision
Workshop Presentation

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to adopt Ordinance No. 4823, amending the Zoning Classification of certain real property located north of W. Agate St., south of W. Pearl St., west of N. 6th Ave., and east of N. 5th Ave., in Pasco, Franklin County, Washington from C-1 (Retail Business) to R-1 (Low Density Residential) and, further, authorize publication by summary only.

## 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.

**Impact (other than fiscal):**
The Pasco City Council has identified community safety as a key priority. The property in question has been vacant since 2023, making it susceptible to vandalism and graffiti. Rezoning the property from C-1 to R-1 would provide the owner with greater flexibility to occupy the structure, thereby reducing potential risks to community safety.

**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

## 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. The apartment complex will not materially affect the rezone, and the rezone will not materially affect the 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

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## 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 RESIENTIAL) 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:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
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

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.

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

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**.

Dated this 18 day of December, 2025

CITY OF PASCO HEARING EXAMINER

ANDREW L. KOTTKAMP

# Pasco City Council

## *Regular Workshop*

**March 16, 2026**

City of Pasco Washington

*Pasco City Council*

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



**March 16, 2026**

City of Pasco Washington

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

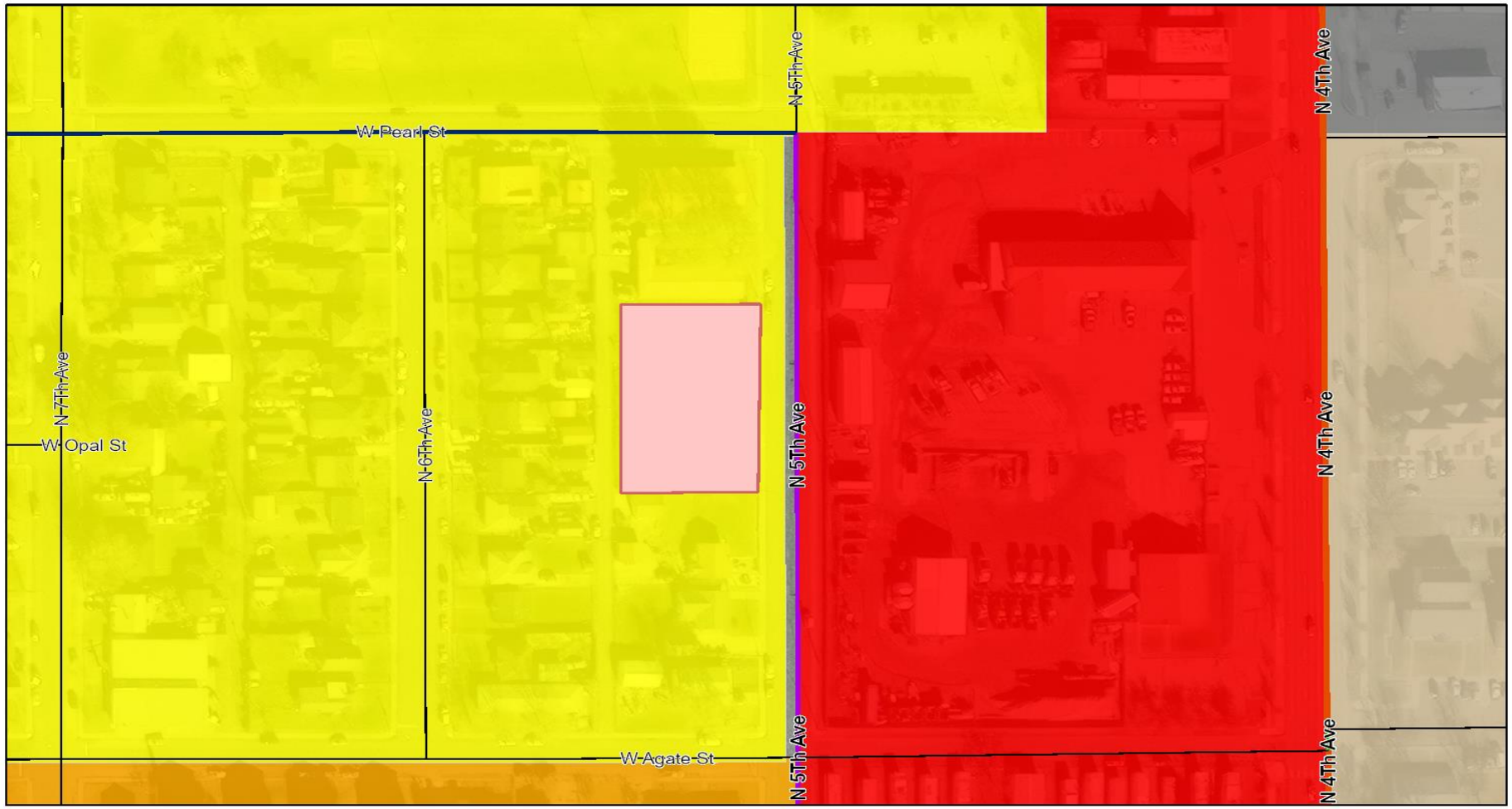
## City Council Consideration:

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
- Neightborhood Collector
- Local
- City Limits

Land Use
- Open Space Parks
- Commercial
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential

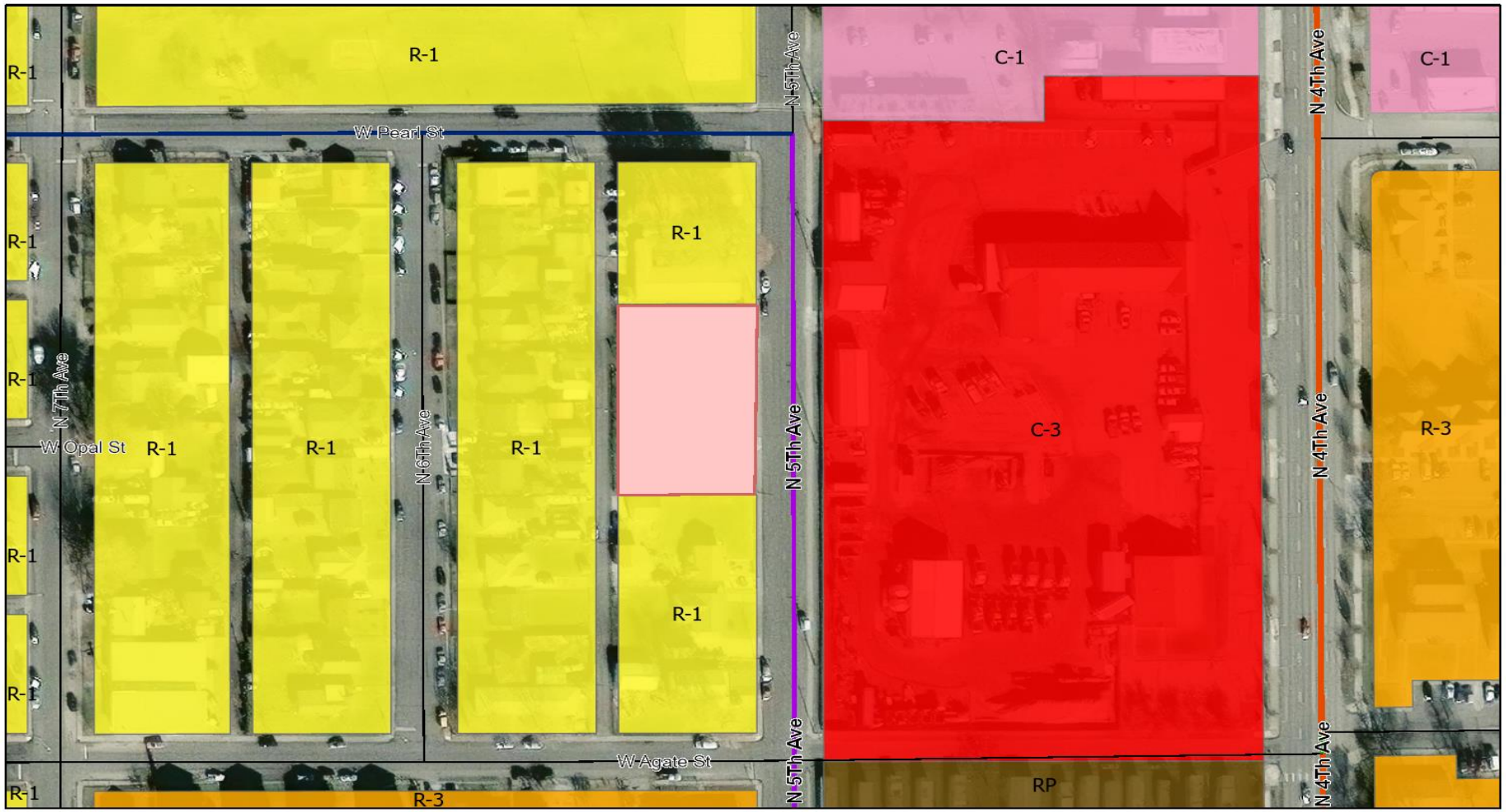
1:1,617

0 75 150 300 ft

0 20 40 80 m

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
- Neightborhood 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

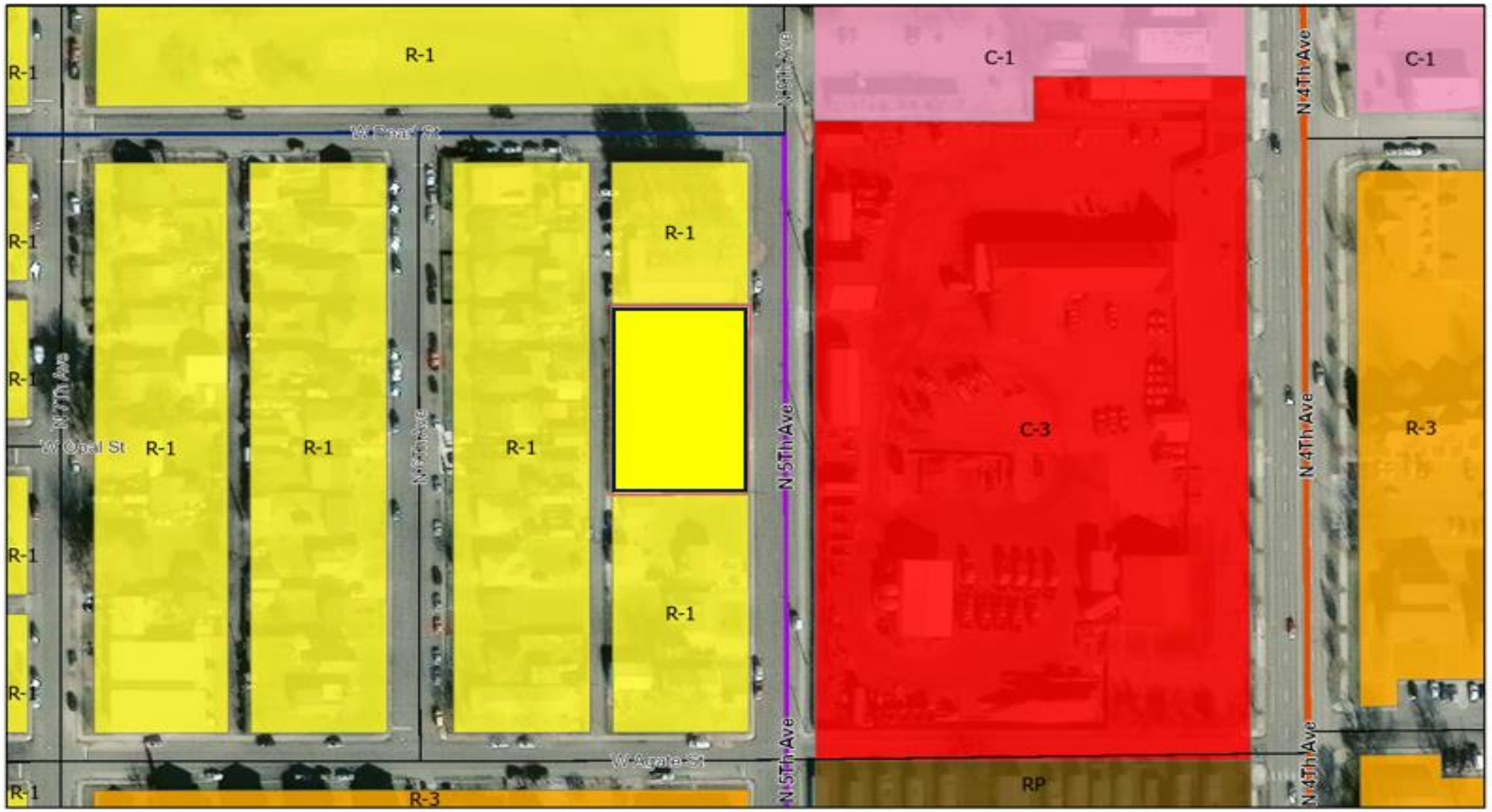
1:1,617

0 75 150 300 ft

0 20 40 80 m

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

# Proposed Zoning Map






# Questions?

# Thank you!

# AGENDA REPORT

FOR: City Council — February 5, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Ordinance No. 4824 - Amending PMC 3.35.160 and 13.45.060 Related to Water Rights

## I. ATTACHMENT(S):

Ordinance
Presentation
January 2018 Water Rights Staff Report
October 2023 Water Rights Staff Report
November 2023 Water Rights Staff Report
January 2024 Water Rights Staff Report
April 2024 Water Rights Staff Report
June 2024 Water Rights Staff Report
2025 Water Rights Metering Letter

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to adopt Ordinance No. 4824, amending PMC Section 3.35.160 Water Utility, Adjusting the Water Rights Acquisition Fee; and Section 13.45.060 Assignment of Water Rights - Extension of City Water Services Beyond City Limits of the Pasco Municipal Code and, further, authorize publication by summary only.

## III. FISCAL IMPACT:

The ordinance maintains grandfathered in-lieu fee rates only for preliminary plat applications completed on or before November 27, 2023. Consistent with Council direction, it does not grandfather other provisions of the code, including the 50 percent surcharge applied when water rights were previously removed from a property, or exemptions for business and industrial water rights.

As a result of this clarification, the Water Utility will need to fund an additional $2.5–$4 million in water-rights acquisitions to offset the grandfathered in-lieu fees.

## IV. HISTORY AND FACTS BRIEF:

**Background:**

Water rights in Washington State are a legal authorization to use public water for a beneficial purpose, regulated by the Department of Ecology (DOE). These rights are separate from land ownership and specify source, quantity, place of use, and purpose. Transfers or changes require DOE approval.

For Pasco, water rights are critical because:

1. Growth depends on water availability: Without sufficient water rights, the City cannot legally supply water to new developments.
2. DOE limits withdrawals: Even if water is physically available, legal rights govern usage.
3. Economic development: Adequate water rights enable housing projects, commercial expansion, and industrial recruitment.

**Historical Context**

- **Early 2000s**: Pasco joined West Richland, Richland, and Kennewick to acquire Quad City water rights to support rapid residential and commercial growth on its west side. Despite this acquisition, the Department of Ecology remained concerned that Pasco's water supply could not meet escalating potable and irrigation demands, leading to the inclusion of these concerns in Quad City water rights litigation.
- **2002**: Ordinance 3547 required ALL developments, including commercial and residential, to provide water rights, either through transfer or payment in lieu of.
- **2006**: Ordinance 3795 specifically removed the requirement for commercial development to provide water rights, either through transfer or payment in lieu of in an effort to spur commercial growth.
- **2018**: Highlighted inadequacy of original fees and recommended requiring developers to bring water rights or pay fees reflecting market costs.
- **2023**: Increased in-lieu fee from $1,725 to $4,150 per acre-foot and added a 50% surcharge for properties that had had water rights within the last 10 years (and were stripped or banked detaching them from the developable property). This ordinance also reintroduced the requirement for all types of development to provide sufficient water rights, either through transfer of payment in lieu of.
- **2024**: Implemented Water Rights Subcommittee recommendations, removed retroactive surcharge beyond Dec. 3, 2023, and required biennial fee review.

## V. DISCUSSION:

**Current Challenges:**

1. Available Water Rights

- System A (Columbia River surface rights):
  - Authorized 21,097 acre-feet;
  - 2025 Usage - 20,133 acre-feet
  - Utilization - 964 acre-feet under authorization, i.e., available spare capacity
- System B (non-508-14 groundwater):
  - Authorized 3,844 acre-feet;
  - 2025 use 3,612 acre-feet
  - Utilization - 232 acre-feet under authorization, i.e., available spare capacity
- System C (508-14 groundwater):
  - Authorized 2,263 acre-feet;
  - 2025 Usage - 3,761 acre-feet
  - Utilization - 1,498 acre-feet over authorization (primary compliance risk)
- PWRF spray fields:
  - Authorized 8,230 acre-feet;
  - 2025 Usage - 3,691 acre-feet
  - Utilization - 4,539 acre-feet under authorization, i.e., available spare capacity

Staff is working with the Washington State Department of Ecology to provide flexibility in the City's use of existing water rights for broader municipal purposes. The City will also continue efforts to acquire additional water rights as necessary to support service demands across its systems.

2. Grandfathering Preliminary Plats

- PMC 13.45.060 requires the transfer of water rights when connecting to City water or pay in lieu fee if no water rights are associated with the parcel. A 50% surcharge applies if the water rights from the developing property have been removed from the property (stripped or banked) between December 3, 2023 and the time the connection occurs.
- **Council in early 2024 verbally agreed to exempt developments with completed preliminary plat from paying revised fees, but this was not codified.**
- Clarification needed on whether Council intended to grandfather ALL aspects, including commercial and industrial exemptions and the 50% surcharge. For e.g., for grandfathered preliminary plats, if the property had water rights in the past: is the developer exempt from the 50% surcharge? In other words, will the developer pay the grandfathered rate of $1,725 or the surcharged rate of $2,587?
- Vesting Doctrine does not apply to water rights. Fees can legally be assessed at current rates.

**Recommendation:**

Staff is recommending approval of the ordinance as presented, which grandfathers water rights in-lieu fee to $1,725 for preliminary plats considered complete on or before November 27 2023. This ordinance encapsulates Council's direction during February 23, 2026 Council Workshop meeting to grandfather just the in-lieu fee and not the other elements revised on the Ordinance 4701A.

**Constraints**:

As development progresses, the City aims to provide clear and predictable guidelines. The goal is to obtain Council direction and implement the policy immediately.

**Alternatives:**

1. Maintain the existing code provisions with verbal direction to staff.
2. Make additional changes to the code beyond staff's recommendation.

**ORDINANCE NO. ____**

AN **ORDINANCE** OF THE CITY OF PASCO, WASHINGTON, AMENDING PASCO MUNICIPAL CODE SECTION 3.35.160 WATER UTILITY, ADJUSTING THE WATER RIGHTS ACQUISITION FEE; AND SECTION 13.45.060 ASSIGNMENT OF WATER RIGHTS-EXTENSION OF CITY WATER SERVICES BEYOND CITY LIMITS; PROVIDING SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, water rate studies and fees of utility systems are generally conducted on periodic intervals to ensure they provide adequate revenue for the utilities, and to ensure rates, charges, and fees are, and continue to be, in conformance with State law; and

**WHEREAS**, it is increasingly more difficult for the City to acquire water rights at the current market price as landowners recognize the increased market value of water rights and the City's lack of sufficient funds collected from the current Water Rights Acquisition Fee; and

**WHEREAS**, City adopted Ordinance 4701A increasing the City Water Rights Acquisition Fee as well as other significant changes to its Water Rights Program; and

**WHEREAS**, in June 2024, the City adopted Ordinance 4716 which removed the ten years look back period for transfer of water rights from the property to apply surcharged in lieu fees which had been previously adopted in Ordinance 4701A; and

**WHEREAS**, Council directed staff to grandfather in lieu fee to $1,750 per acre foot for completed preliminary plat applications effective on or before November 27th, 2023 that was not coded within City's municipal code; and

**WHEREAS**, in February 2026 Council directed staff to codify the grandfathering of the completed preliminary plat applications effective on or before November 27th 2023 and clarified the grandfathering is applicable to in lieu fees only;

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

**Section 1.** PMC Section 3.35.160 Water utility effective January 1, 2022 is hereby replaced as of March 1, 2026 and shall read as follows:

| | **Fee/Charge** | | | | **Reference** |
|---|---|---|---|---|---|
| | **2026** | **2027** | **2028** | **2029** | |

| | | | | | |
|---|---|---|---|---|---|
| Inside city: | | | | | |
| Consumption – per 100 cubic feet: | | | | | |
| Residential/commercial | $1.35 | $1.63 | $1.97 | $2.16 | 13.20.050 |
| Bulk – per 1,000 gallons | $2.22 | $2.68 | $3.24 | $3.55 | 13.20.080 |
| Residential – single-family base fees: | | | | | |
| 3/4 and 5/8 inch – per month | $31.48 | $38.01 | $45.90 | $50.26 | 13.20.020 |
| 1 inch – per month | $47.19 | $56.98 | $68.80 | $75.34 | 13.20.020 |
| Senior reduced/low income: | | | | | |
| 3/4 and 5/8 inch – per month | $10.44 | $12.61 | $15.23 | $16.68 | 3.65.150 |
| 1 inch – per month | $15.77 | $19.04 | $22.99 | $25.18 | 3.65.150 |
| Commercial – base fees: | | | | | |
| 3/4 inch – per month | $44.38 | $53.58 | $64.70 | $70.85 | 13.20.030 |
| 1 inch – per month | $64.88 | $78.34 | $94.60 | $103.53 | 13.20.030 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 1-1/2 inch – per month | $124.98 | $150.91 | $182.22 | $199.53 | 13.20.030 |
| | 2 inch – per month | $200.42 | $242.01 | $292.22 | $319.99 | 13.20.030 |
| | 3 inch – per month | $273.75 | $330.56 | $399.15 | $437.07 | 13.20.030 |
| | 4 inch – per month | $394.44 | $476.29 | $575.12 | $629.75 | 13.20.030 |
| | 6 inch – per month | $615.69 | $743.45 | $897.71 | $983.00 | 13.20.030 |
| | 8 inch – per month | $853.22 | $1,030.26 | $1,244.04 | $1,362.23 | 13.20.030 |
| | 10 inch – per month | $1226.49 | $1480.99 | $1,788.30 | $1958.19 | 13.20.030 |
| | | | | **Fee/Charge** | | **Reference** |

Fire hydrants:

Meter rental:

| | | |
|---|---|---|
| Refundable deposit | Not to exceed 110% of Cost, as determined by the Director of Finance | 13.20.080 |
| Nonrefundable removal fee | $30.00 | 13.20.080 |
| Monthly base rental fee | $62.00 | |
| Late payment and not returning meter after 48 hrs. (per day) | $50.00 | |

| | | |
|---|---|---|
| Hydrant rental – outside corporate limits, per year | $20.00 | 13.20.070 |

Charges for water meters and services:

| | | |
|---|---|---|
| Meter and service costs equal to average cost to City based on prior year | | 13.45.010 |
| Move meter for owner | Cost + 15% | 13.30.060 |
| Change meter size | Cost + 15% | 13.30.050 |

Water system capital expansion/replacement charges effective through December 31, 2026

Inside City limits:

| | | |
|---|---|---|
| 3/4-inch meter | $6,148 | 13.25.010 |
| 1-inch meter | $10,267 | 13.25.010 |
| 1-1/2-inch meter | $20,472 | 13.25.010 |
| 2-inch meter | $32,767 | 13.25.010 |
| 3-inch meter | $65,596 | 13.25.010 |
| 4-inch meter | $100,392 | 13.25.010 |
| 6-inch meter | $204,902 | 13.25.010 |
| 8-inch meter | $327,856 | 13.25.010 |
| 10-inch meter | $471,323 | 13.25.010 |

| | | |
|---|---|---|
| Outside City limits: | | |
| 3/4 – 10-inch meter | 90% surcharge | 13.25.020 |
| Front footage (per foot): | | |
| Residential: | | |
| In and out City limits | $20.00 | 13.45.020 |
| Commercial: | | |
| In and out City limits | $25.00 | 13.45.020 |
| Square Footage (per sq. ft.): | | |
| Residential: | | |
| In and out City limits | $0.0388 | 13.45.020 |
| Commercial: | | |
| In and out City limits | $0.0426 | 13.45.020 |

Water system capital expansion/replacement charges effective January 1, 2027

| | | |
|---|---|---|
| Inside City limits: | | |
| 3/4-inch meter | $360.00 | 13.25.010 |
| 1-inch meter | $601.00 | 13.25.010 |
| 1-1/2-inch meter | $1,198 | 13.25.010 |
| 2-inch meter | $1,918 | 13.25.010 |
| 3-inch meter | $3,599 | 13.25.010 |

| | | |
|---|---|---|
| 4-inch meter | $5,999 | 13.25.010 |
| 6-inch meter | $11,995 | 13.25.010 |
| 8-inch meter | $19,192 | 13.25.010 |
| 10-inch meter | $27,591 | 13.25.010 |
| Water rights acquisition fee – per acre foot | $4,150.00 | 13.45.060(2)<br>21.05.120(2) |
| Base water rights acquisition fee – per residential unit ($4,150.00 per acre foot x potable use factor .30) (Any preliminary plats deemed complete by the City as of November 23, 2023 shall pay the water rights in lieu fees in effect at the time of the City's determination of completeness.) | $1,245.00 | 13.15.030(1) |
| Potable water irrigation fee (no irrigation water available) | Equal to 50% of the area of the lot or parcel to be served expressed in acres or portion of acres x 3.5 acre feet of water x $4,150.00 (per acre foot) | 13.15.030(1) |
| Water rights transfer fee | $1,000.00 | 13.15.030(5) |

Section 2. That Section 3.45.060 entitled " Assignment or transfer of water rights – Provision of City water services within and beyond City limits" of the Pasco Municipal Code shall be and hereby is amended and shall read as follows:

**13.45.060 Assignment or transfer of water rights – Provision of City water services within and beyond City limits.**

(1) As a condition for the provision of City water service within or beyond the City limits as a primary source of City water for potable or irrigation uses within a residential subdivision or other development, any property owner or developer of such property shall assign or transfer by deed to the City any certificate, permit, or claim to a water rights for the withdrawal of ground or surface waters, or such other water rights as may be appurtenant to such property, including permit exempt well water rights in the quantity and manner set forth in PMC 13.15.030. ~~This~~ The assignment and transfer for the amount of water rights for irrigation water specified in PMC 13.15.030(1) shall not apply to properties which receive sufficient irrigation water services provided under a perfected water right from Franklin County Irrigation District or other ~~a~~ non-City-~~approved~~ public or private irrigation water service provider acceptable to the City. Prior to accepting such assignment or transfer, the City is entitled to evaluate the likely validity and transferability of rights offered for transfer, and to receive technical assistance from the Department of Ecology on same. The City may decline the acceptance of such assignment or transfer if it believes, following such evaluation and/or technical assistance, that such rights are unlikely to be successfully transferred for use by the City.

(2) In the event there are no water rights represented either by certificate, permit, claim, or other right for withdrawal appurtenant to the real property benefited in subsection (1) of this section or the quantity of water rights available to transfer are insufficient to serve the property, the property owner or developer shall pay to the City, in lieu thereof, a water rights acquisition fee as established in the City fee summary ordinance, Chapter 3.35 PMC.

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:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
Ogden Murphy Wallace, PLLC
City Attorney

Published: _____

# Pasco City Council

*Regular*



**March 16, 2026**

City of Pasco Washington

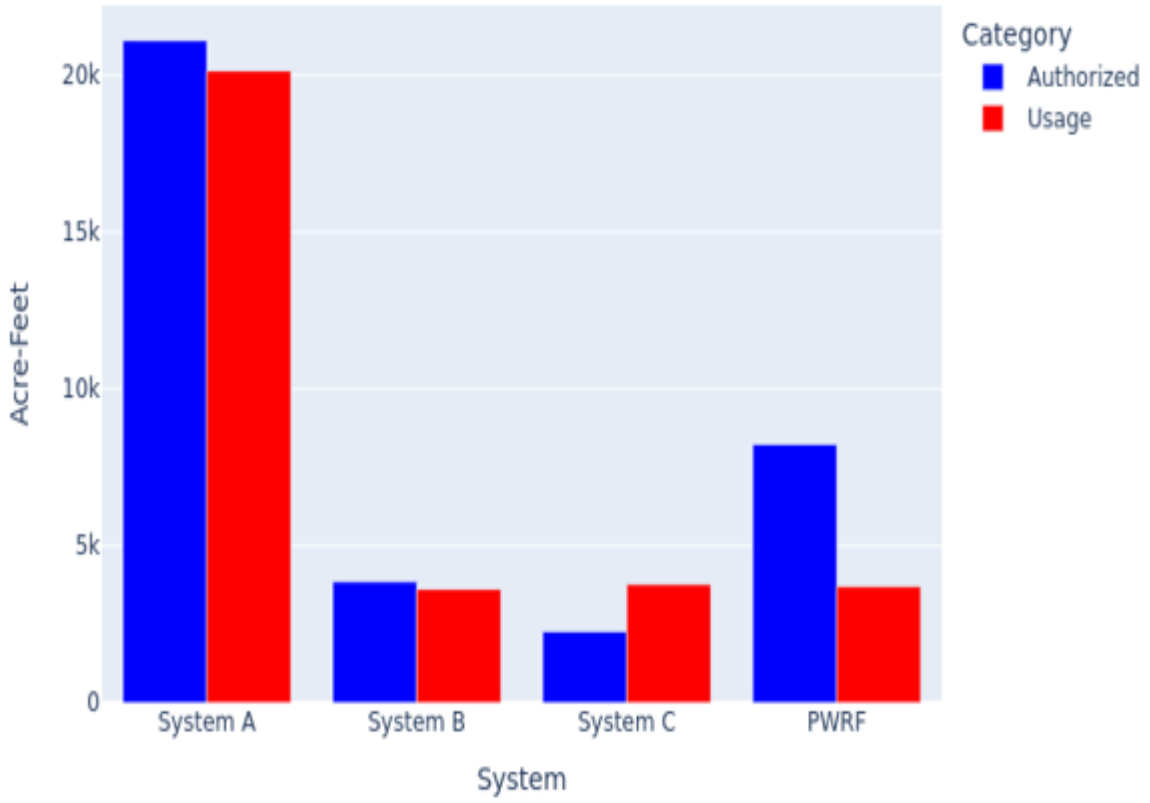
# WATER RIGHTS

- Legal authorization to use public water for a beneficial purpose, regulated by the Department of Ecology (DOE)
- Separate from land ownership
- Growth depends on water availability
- DOE limits withdrawals even if water is physically available
- Economic development relies on adequate water rights

# HISTORY

- Early 2000s: Quad City water rights acquisition
- 2002: All developments required water rights or in-lieu fee
- 2006: Commercial/Industrial development were exempted
- 2018: Fees and exemptions deemed inadequate
- 2023/2024: Fee increased to $4,150/acre-foot and 50% surcharge if water rights are removed from the land to be developed

# 2025 Usage




Systems

- System A (Columbia River Surface Rights)
- System B (Non 508-14 Groundwater)
- System C (508-14 Groundwater)
- System D (PWRF Spray Fields)

# COMPLIANCE RISK

- System C overuse; primary compliance risk
- Overall Water Rights balance

# MITIGATION

- DOE collaboration for flexibility
- Ongoing acquisition efforts

# 2023 ORDINANCE CHANGES

- Fee increased to $4,150/acre-foot
- Commercial and industrial exemptions removed
- 50% surcharge for rights removed within last 10 years

# 2024 COUNCIL SUBCOMMITEE

- Outreach to developers
- 50% surcharge for rights revised from past 10 years **TO** active as of passage of 2023 Ordinance
- Evaluate fees every 2 years
- Explore water conservation programs
- Grandfather all completed preliminary plats
  - Estimated impact of $4M

# CLARIFICATION

- Does grandfathering apply to all aspects of the ordinance
  - Commercial and industrial exemption
  - 50% surcharge if water rights transferred from land
- On February 23, 2026, Workshop meeting, Council directed staff to prepare ordinance that grandfathers just the in-lieu fees.
- Some clean up of other codes are included that are for easier read and understanding of City's code.

# NEXT STEPS

- Codification of Council policy.

City of Pasco

# Questions

**AGENDA REPORT**

FOR: City Council — January 4, 2018

TO: Dave Zabell, City Manager — Workshop Meeting: 1/8/18

FROM: Rick Terway, Public Works Director
Public Works

SUBJECT: Water Rights and Private Property Development

## I. REFERENCE(S):

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

## III. FISCAL IMPACT:

N/A

## IV. HISTORY AND FACTS BRIEF:

### Background

In the early 2000's the City was involved in acquiring the Quad City water right with West Richland, Richland and Kennewick. For Pasco, a major impetus behind this effort was that the City was beginning to experience the rapid residential and commercial growth on the west side of town that continues to this day. At the time the Department of Ecology (Ecology) was concerned that even with the increase in water rights the City could realize from the Quad City water right, Pasco had limited water rights to meet the rapidly growing demand for potable and irrigation water. Ecology made this concern a part of the Quad City water right litigation.

In a nod to Ecology's concern, the city adopted ordinances to assure that water rights of developing properties would be transferred to the City at the time of development. They can be found in the Pasco Municipal Code Title 3, Title 13 and Title 26.

## V. DISCUSSION:

Conditions have changed and the water rights ordinances approved in the 2000's have become inadequate for the conditions of today, specifically Title 3.07 City Fee Summary. Currently, a property owner developing property utilizing city water, within or outside the city, is required to assign to the water right associated with the property to the city if one exists. In cases where no water exists the property owner is required to pay a water right acquisition fee of $1,725 an acre-foot. An acre-foot of water currently can go for anywhere from $1,750 per acre-foot to $5,000 per acre-foot. It is calculated a 10,000 square foot residential lot with potable and irrigation water services will consume approximately 20.52 ac-feet of water in 20 years. The cost to the city to purchase a water right at $1,725 per acre-foot to serve this property for 20 years is $36,225. This makes the original acquisition fee of $1,725 inadequate to meet the city's future needs in purchasing water rights. The current requirements, while in theory could work, in actuality has in many cases resulted in the developer paying a relatively modest fee to the city with the burden of acquiring sufficient water rights to account for growth shifted to the city at the expense of the water ratepayers.

Staff is suggesting that development requirements be made such that the developer bring sufficient water rights to the city for the property they wish to develop or in the alternative remit what fees and charges will be required to cover current and future cost to obtain the amount of water needed to cover both potable and irrigation water associated with the development.

### Conclusion

The current water right fees in Title 3.07 do not reflect current financial impacts to the city when purchasing water rights to support residential growth. Industrial growth is not mentioned in the water rights fees resulting in further impacts to the city.

Staff suggests the following to begin discussion on the cost of water to the city.

1) A requirement that new development (residential, commercial or industrial) supply or transfer to the city a water right to the city sufficient to meet the developments annual water needs (potable and irrigation or potable only) at the time of development.

2) In a case where no water rights exist for a property, require a payment to the city equal to the annual water needs at the current market rate plus the administrative costs of acquisition.

3) Negotiate and purchase a water right from the Bureau of Reclamation sufficient to meet the needs of the development. Since this will be an annual

charge to the city by the Bureau of Reclamation, the city will pass that charge onto those within the development in the form of a surcharge to their monthly bill. The surcharge will be calculated based on residential use, commercial use or industrial use.

4) Negotiate and purchase a water right from Ecology sufficient to meet the needs of the development. Since this will be an annual charge to the city by Ecology, the city will pass that charge onto those within the development in the form of a surcharge to their monthly bill. The surcharge will be calculated based on residential use, commercial use or industrial use.

Staff requests Council direction/discussion relating to development-related water rights and long-term action through the Bureau of Reclamation, Ecology or both.

# AGENDA REPORT

FOR: City Council — October 3, 2023

TO: Adam Lincoln, City Manager — City Council Workshop Meeting: 10/10/23

FROM: Steve Worley, Director
Public Works

SUBJECT: Ordinance - Amending PMC Sections 3.35.160 and 13.45.060 to Amend Water Rights Acquisition Fee

## I. REFERENCE(S):

Draft Ordinance
Water Rights Market Analysis
Water Rights Fee Update 2023

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

## III. FISCAL IMPACT:

Thr proposed fee amendment will increase revenues to the water rights fund allowing the City to purchase water rights at current market rates to help provide sufficient water for future development.

## IV. HISTORY AND FACTS BRIEF:

For the City to serve its residents and businesses with enough municipally treated water, the City must have an appropriate amount of water rights that allow the withdrawal of large amounts of water from the Columbia River. Currently the City has approximately 18,883 acre-feet of the Department of Ecology (Ecology) approved water rights. In 2022, the City used approximately 15,873 acre-feet of water to serve its potable water customers. An acre-foot of water is equal to one acre of land covered by one foot of water or 325,851 gallons.

It is important for the City to ensure there is a sufficient amount of water rights available to serve new and future developments. This is done through the transfer of water rights from land owners to the City as development occurs. If a developer does not have water rights to transfer to the City, a Water Rights

Acquisition Fee is paid. The monies collected through this fee are then used to purchase more water rights.

The purchase of water rights to support future development is becoming increasingly more difficult as landowners recognize the increased market value of water rights. The market for water rights acquisition has increased significantly over the past several years such that the value of water rights far exceeds the City's current Water Rights Acquisition Fee of $1,725.00 per acre-foot.

This increase in value of water rights has resulted in developments within the city choosing to pay the current Water Rights Acquisition Fee of $1,725.00 per acre-foot and then selling their water rights to others for a higher amount based on the current market value.

Staff is also aware that some property owners are transferring their water rights to properties outside the City, paying the current Water Rights Acquisition Fee of $1,725.00 per acre-foot, and requesting water service from the City.

It has also become increasingly more difficult for the City to acquire water rights due to the City's lack of sufficient funds collected from the current Water Rights Acquisition Fee and property owners are showing more interest in leasing water rights through long-term contracts rather than selling the water rights outright. The lease approach puts cities like Pasco in a position of owning nothing after making 20 years of lease payments, which does not seem to be a prudent course of action.

## V. DISCUSSION:

In September 2022, the City contracted with Darryll Olson of Pacific Northwest Project to evaluate the water rights market and provide a recommendation to the City regarding the fair market value of water right purchases. That market analysis estimated the current water rights value to be $4,150.00 per acre-foot. This is a 140.6% increase over the current Water Rights Acquisition Fee.

It is in the City's best interest for developers to transfer available water rights to the City and discourage payment of the Water Rights Acquisition Fee. Therefore, staff recommends the proposed Water Rights Acquisition Fee include a 50% surcharge. This will allow for future increases in market value and encourage transfer of water rights to the City.

The Pasco Municipal Code (PMC) Section 13.45.060 requires, as a condition of extending water beyond the city limit to serve new development, water rights must be transferred to the City in a quantity sufficient to serve the new development. It is in the City's interest to require the transfer of available water

rights to the City for the provision of City water for all new developments; those within and beyond the city limit and for commercial as well as residential.

Staff desires to have a discussion with Council on the proposed changes to the Water Rights Acquisition Fee and the applicability of this fee to developments both within and beyond city limits.

**ORDINANCE NO. ____**

**AN ORDINANCE** OF THE CITY OF PASCO, WASHINGTON, AMENDING THE PASCO MUNICIPAL CODE SECTION 3.35.160 WATER UTILITY ADJUSTING THE WATER RIGHTS ACQUISITION FEE AND SECTION 13.45.060 ASSIGNMENT OF WATER RIGHTS–EXTENSION OF CITY WATER SERVICES BEYOND CITY LIMITS.

**WHEREAS,** recent water rate studies and fees of utility systems are generally conducted on periodic intervals to ensure they provide adequate revenue for the utilities, and to ensure rates, charges, and fees are, and continue to be, in conformance with state law; and

**WHEREAS**, the purchase of water rights by the City of Pasco (City) to support future development is becoming increasingly more difficult as landowners recognize the increased market value of water rights; and

**WHEREAS**, the market for water rights acquisition has increased significantly over the past several years such that the value of water rights far exceeds the City's current Water Rights Acquisition Fee of $1,725.00 per acre-foot; and

**WHEREAS**, the increase in value of water rights has resulted in developments within the city choosing to pay the current Water Rights Acquisition Fee of $1,725.00 per acre-foot and selling their water rights for a higher amount based on the current market value; and

**WHEREAS**, staff is also aware that some owners of property within the city are transferring their water rights to properties outside the city and then paying the current Water Rights Acquisition Fee of $1,725.00 per acre-foot; and

**WHEREAS**, it is increasingly more difficult for the City to acquire water rights at the current market price as landowners recognize the increased market value of water rights and the City's lack of sufficient funds collected from the current Water Rights Acquisition Fee; and

**WHEREAS**, owners of water rights are showing more interest in leasing water rights through long-term contracts rather than selling the water rights, which would put cities like Pasco in a position of owning nothing after making 20 years of lease payments; and

**WHEREAS,** in September 2022, the City contracted with Darryll Olson of Pacific Northwest Project to evaluate the water rights market and provide a recommendation to the City regarding the fair market value of water right purchases; and

**WHEREAS**, in October 2022 Pacific Northwest Project provided the City with the results of their market analysis and estimated a current water rights value of $4,150.00 per acre-foot, a 140.6% increase over the current Water Rights Acquisition Fee; and

FOR LEGAL REVIEW

**WHEREAS,** it is in the City's best interest to discourage payment of the Water Rights Acquisition Fee and instead have developers transfer available water rights to the City to help serve new development in Pasco; and

**WHEREAS**, to ensure the City's ability to purchase water rights in the future to adequately serve new developments, the proposed Water Rights Acquisition Fee includes a 50% surcharge to account for future increases in market value and encourage the transfer of water rights to the City rather than payment of the Water Rights Acquisition Fee; and

**WHEREAS**, the PMC Section 13.45.060 "Assignment of Water Rights – Extension of City Water Services beyond City Limits" requires, as a condition of extending water beyond the city limit to serve new development, water rights must be transferred to the City; and

**WHEREAS**, it is in the City's interest to require the transfer of available water rights to the City for all new development both within and beyond the city limit.

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

**Section 1.** All water rights acquisition fees shall be subject to an adjustment. PMC Section 3.35.160 is hereby amended and shall read as follows:

**3.35.160 Water utility effective January 1, 2022.**

| | **Fee/Charge** | | | | | | **Reference** |
|---|---|---|---|---|---|---|---|
| | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | |
| **Inside city:** | | | | | | | |
| **Consumption – per 100 cubic feet:** | | | | | | | |
| **Residential/commercial** | **$0.88** | **$0.94** | **$1.00** | **$1.07** | **$1.12** | **$1.18** | **13.20.050** |
| **Bulk – per 1,000 gallons** | **$1.45** | **$1.54** | **$1.64** | **$1.75** | **$1.84** | **$1.93** | **13.20.080** |
| **Residential – single-family base fees:** | | | | | | | |
| **3/4 and 5/8 inch – per month** | **$20.55** | **$21.89** | **$23.31** | **$24.83** | **$26.07** | **$27.37** | **13.20.020** |
| **1 inch – per month** | **$30.81** | **$32.82** | **$34.95** | **$37.22** | **$39.08** | **$41.03** | **13.20.020** |
| **Senior reduced/low income:** | | | | | | | |
| **3/4 and 5/8 inch – per month** | **$6.83** | **$7.27** | **$7.74** | **$8.24** | **$8.65** | **$9.08** | **3.65.150** |
| **1 inch – per month** | **$10.30** | **$10.97** | **$11.68** | **$12.44** | **$13.06** | **$13.71** | **3.65.150** |

FOR LEGAL REVIEW

| | Fee/Charge | | | | | | Reference |
|---|---|---|---|---|---|---|---|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Commercial – base fees: | | | | | | | |
| 3/4 inch – per month | $28.97 | $30.85 | $32.86 | $35.00 | $36.75 | $38.59 | 13.20.030 |
| 1 inch – per month | $42.37 | $45.12 | $48.05 | $51.17 | $53.73 | $56.42 | 13.20.030 |
| 1-1/2 inch – per month | $81.60 | $86.90 | $92.55 | $98.57 | $103.50 | $108.68 | 13.20.030 |
| 2 inch – per month | $130.86 | $139.37 | $148.43 | $158.08 | $165.98 | $174.28 | 13.20.030 |
| 3 inch – per month | $178.74 | $190.36 | $202.73 | $215.91 | $226.71 | $238.05 | 13.20.030 |
| 4 inch – per month | $257.54 | $274.28 | $292.11 | $311.10 | $326.66 | $342.99 | 13.20.030 |
| 6 inch – per month | $402.01 | $428.14 | $455.97 | $485.61 | $509.89 | $535.38 | 13.20.030 |
| 8 inch – per month | $557.10 | $593.31 | $631.88 | $672.95 | $706.60 | $741.93 | 13.20.030 |

| | Fee/Charge | Reference |
|---|---|---|
| **Outside City; effective 11/1/02:** | | |
| **Consumption – per 100 cubic feet:** | | |
| **Residential/commercial** | **90% surcharge** | **13.20.090** |
| **Bulk – per 1,000 gallons** | **90% surcharge** | **13.20.090** |
| **Residential – single-family base fees:** | | |
| **3/4 and 5/8 inch – per month** | **90% surcharge** | **13.20.090** |
| **1 inch – per month** | **90% surcharge** | **13.20.090** |
| **Senior reduced/low income** | **90% surcharge** | **13.20.090** |
| **Commercial – base fees:** | | |
| **All sizes** | **90% surcharge** | **13.20.090** |

| | Fee/Charge | Reference |
|---|---|---|
| **Fire hydrants:** | | |
| **Meter rental:** | | |
| **Refundable deposit** | **Not to exceed 110% of Cost, as determined by the Director of** | **13.20.080** |

FOR LEGAL REVIEW

| | Fee/Charge | | | | | | Reference |
|---|---|---|---|---|---|---|---|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| | | | Finance | | | | |
| Nonrefundable removal fee | | | $30.00 | | | | 13.20.080 |
| Monthly base rental fee | | | $62.00 | | | | |
| Late payment and not returning meter after 48 hrs. (per day) | | | $50.00 | | | | |
| Hydrant rental – outside corporate limits, per year | | | $20.00 | | | | 13.20.070 |
| Charges for water meters and services: | | | | | | | |
| Meter and service costs equal to average cost to City based on prior year | | | | | | | 13.45.010 |
| Move meter for owner | | | Cost + 15% | | | | 13.30.060 |
| Change meter size | | | Cost + 15% | | | | 13.30.050 |
| Water system capital expansion/replacement charges | | | | | | | |
| Inside City limits: | | | | | | | |
| 3/4-inch meter | | | $360.00 | | | | 13.25.010 |
| 1-inch meter | | | $601.00 | | | | 13.25.010 |
| 1-1/2-inch meter | | | $1,198 | | | | 13.25.010 |
| 2-inch meter | | | $1,918 | | | | 13.25.010 |
| 3-inch meter | | | $3,599 | | | | 13.25.010 |
| 4-inch meter | | | $5,999 | | | | 13.25.010 |
| 6-inch meter | | | $11,995 | | | | 13.25.010 |
| 8-inch meter | | | $19,192 | | | | 13.25.010 |
| 10-inch meter | | | $27,591 | | | | 13.25.010 |
| Outside City limits: | | | | | | | |
| 3/4 – 10-inch meter | | | 90% surcharge | | | | 13.25.020 |

FOR LEGAL REVIEW

| | Fee/Charge | | | | | | Reference |
|---|---|---|---|---|---|---|---|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| **Front footage (per foot):** | | | | | | | |
| **Residential:** | | | | | | | |
| **In and out City limits** | | | **$20.00** | | | | **13.45.020** |
| **Commercial:** | | | | | | | |
| **In and out City limits** | | | **$25.00** | | | | **13.45.020** |
| **Square Footage (per sq. ft.):** | | | | | | | |
| **Residential:** | | | | | | | |
| **In and out City limits** | | | **$0.0388** | | | | **13.45.020** |
| **Commercial:** | | | | | | | |
| **In and out City limits** | | | **$0.0426** | | | | **13.45.020** |
| **Water rights acquisition fee – per acre foot** | | | **~~$1,725.00~~$6,225.00** | | | | **13.45.060(2) 21.05.120(2)** |
| **Base water rights acquisition fee – per residential unit ~~($1,725.00~~$6,225.00 per acre foot x potable use factor .30)** | | | **~~$517.50~~$1,867.50** | | | | **13.15.030(1)** |
| **Potable water irrigation fee (no irrigation water available)** | | | **Equal to 50% of the area of the lot or parcel to be served expressed in acres or portion of acres x 3.5-acre feet of water x ~~$1,725.00~~$6,225.00 (per acre foot)** | | | | **13.15.030(1)** |
| **Water rights transfer fee** | | | **$1,000.00** | | | | **13.15.030(5)** |

**[Ord. 4561 § 1, 2021; Ord. 4406 § 2, 2018; Ord. 4252, 2015; Ord. 4160, 2014; Ord. 4139, 2014; Ord. 3961, 2010; Ord. 3827, 2007; Ord. 3693 § 1, 2004; Ord. 3655, 2004; Ord. 3610, 2003; Ord. 3575, 2002; Ord. 3553, 2002; Ord. 3543, 2002; Code 1970 § 3.07.160.]**

FOR LEGAL REVIEW

**Section 2**. The water rights acquisition fee shall be applicable to all developments, both within and beyond the City Limits. The PMC Section 13.45.060 is hereby amended and shall read as follows:

> **13.45.060 Assignment of water rights – Extension of City water services within and beyond City limits.**
>
> (1) As a condition for the ~~extension of a City water main~~ provision of City water service within or beyond the City limits as a primary source of City water for potable or irrigation uses within a residential subdivision or other development, any property owner or developer of such property shall assign and transfer to the City any _ certificate, permit or claim to a water rights for the withdrawal of ground or surface waters, or such other water rights as may be appurtenant to such property, including exempt well water rights in the quantity and manner set forth in PMC 13.15.030.
>
> (2) In the event there are no water rights represented either by perfected application, certificate, permit or right for withdrawal appurtenant to the real property benefited in subsection (1) of this section, the property owner or developer shall pay to the City, in lieu thereof, a water rights acquisition fee as established in the City Fee Summary Ordinance, Chapter 3.35 PMC.

**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.

FOR LEGAL REVIEW

**PASSED** by the City Council of the City of Pasco, Washington, on this ___ day of _____, 2023.

_____
Blanche Barajas
Mayor

ATTEST:

_____
Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:

_____
Kerr Ferguson Law, PLLC
City Attorneys

Published: _____

FOR LEGAL REVIEW

# Markets for Water
## City of Pasco, WA, Request for Proposals

The City of Pasco, WA, is reviewing potential water right lease purchases for future municipal development. The City will accept proposals from credible water right holders that meet the long-term water right lease qualifications and conditions stipulated below.

Terms and Conditions:

- The City's RFP conditions are non-negotiable, with a fixed price-point, lease terms, and valuation components:
- Proposals will be considered for incremental water "blocks" of 500 acre-ft., up to 2,000 acre-ft. The City will require initial delivery by January 1, 2024.
- The water right lessee must be able to demonstrate secure water right ownership upon RFP response. No other ownership conditions are acceptable.
- The lease term will be for twenty years. The lease(s) will be nonrevocable; and can only be terminated prior to twenty-years by written consent from the Pasco City Manager or Public Works Director.
- The leases will provide an annual payment of $310/acre-ft./year for the lease term, with no escalators applied. This is a capital equivalent of about $4,150/acre-ft., based on the City's financial discount rate. Full capital payment would be considered for water right ownership (title) transfers to the City (separate from a lease agreement).

Regulatory/Transfer Requirements:

- Potential water rights for lease must have direct hydraulic continuity with the McNary Pool, Columbia River.
- The water rights for potential change/transfer must comply with RCW 90.03.380. It is the responsibility of the lessee to confirm such with proposal submission.
- For potential lease agreements, the City will initially provide a letter of intent, while completing further due diligence. The City will prepare a purchase and sale agreement for an accepted proposal.
- The City will conduct water right change/transfers through the Franklin County Water Conservancy Board, for either prior Ecology Trust actions with Ecology or new transfers.

Proposal Contact/Administration:

The City's agent for proposal review and oversight is Darryll Olsen, Ph.D., Pacific Northwest Project, and he may be contacted at 509-783-1623. Succinct written proposals may be sent to DOlsenEcon@aol.com at any time. This RFP action will terminate on December 1, 2022.

Proposals that do not comply with the RFP provisions will be rejected. The City has sole discretion for acceptance of potential lease/purchase offerings.

City of Pasco

# Pasco City Council Meeting

## October 9, 2023

## Water Right Acquisition Fee Adjustment

# Water Rights

## Potable Water

- Source:  Columbia River
- Available withdrawal: 18,883 acre-feet/yr.
- Ecology leased water: 10,000 acre-feet/yr.
  - $35/acre-ft = $350,000/yr.  (2020)
- 2022 Usage:  15,873 acre-feet

# Water Rights Acquisition

## PMC 13.45.160 – Water & Sewers

- Extending water beyond the city limit

## PMC 21.05.120 - Subdivision Regulations

- Assignment of water rights for subdivision of land

# Water Rights Acquisition

## PMC 3.35.160 – Revenue and Finance

- In-lieu Fees: **$1,725/acre-foot**
  - **Irrigation**: 50% of site @ 3 ½ acre-feet/year per acre
  - **Potable Water:** 0.3 acre-feet/residential unit
  - Transfer Fee (Ecology)

# City of Pasco Water Rights Acquisition

## What is Missing?

**Irrigation & Water Rights Transfers for:**

- Commercial Developments
  - Large Industrial Users: Food processors
  - Schools
- Water Usage (versus water line extension)
- Current Market Rate: **$4,150/acre-foot**

# Water Rights Acquisition

## Developers Appear to Prefer

- **Pay In-Lieu Fee:**
- **Existing** Rights Transferred to other properties
- **Sell Water Rights at Market Rate**
- **Existing Rights Banked for later Transfer or Sale**

# City of Pasco Water Rights Acquisition

## Water Rights Lease RFP

- $310/acre-foot per year
- No Escalators
- Capital Equivalent of $4,150/acre-foot
- 20-Year Term
- 3 Respondents: ~4,000 acre-feet available
- Annual Payment:  $1,240,000.00

# Water Rights Acquisition

## Proposed PMC Changes

- Water Usage vs. Water Line Extension
- Within and beyond City Limits
- Market Rate + 50% Surcharge
  - Encourage Transfers vs. In-Lieu Fee
  - Account for future value increases

# Water Rights Acquisition



City of Pasco

# Pasco City Council Meeting
# March 4, 2019

# AGENDA REPORT

FOR: City Council — November 22, 2023

TO: Adam Lincoln, City Manager — City Council Special Meeting: 11/27/23

FROM: Steve Worley, Director
Public Works

SUBJECT: Ordinance No. 4701 - Amending Pasco Municipal Code Sections 3.35.160 and 13.45.060 Related to Water Rights Acquisition Fee

## I. REFERENCE(S):

Ordinance
Water Rights Market Analysis
Water Rights Fee Update 2023

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to adopt Ordinance No. 4701, amending the Pasco Municipal Code Section 3.35.160 Water Utility, adjusting the water rights acquisition fee; Section 13.15.030 Connection Outside City Limits – Water Rights, and Section 13.45.060 Assignment of Water Rights–Extension of City Water Services Beyond City Limits and, further, authorize publication by title only.

## III. FISCAL IMPACT:

The proposed amendment will increase revenues to the water rights fund allowing the City to purchase water rights at current market rates and to help provide sufficient water for future development.

## IV. HISTORY AND FACTS BRIEF:

For the City to serve its residents and businesses with enough municipally treated water, the City must have an appropriate amount of water rights that allow the withdrawal of large amounts of water from the Columbia River. Currently the City has approximately 18,883 acre-feet of the Department of Ecology (Ecology) approved water rights. In 2022, the City used approximately 15,873 acre-feet of water to serve its potable water customers. An acre-foot of water is equal to one acre of land covered by one foot of water or 325,851 gallons.

It is important for the City to ensure there is a sufficient amount of water rights available to serve new and future developments. This is done through the transfer of water rights from land owners to the City as development occurs. If a developer does not have water rights to transfer to the City, a Water Rights Acquisition Fee is paid. The monies collected through this fee are then used to purchase more water rights.

The purchase of water rights to support future development is becoming increasingly more difficult as landowners recognize the increased market value of water rights. The market for water rights acquisition has increased significantly over the past several years such that the value of water rights far exceeds the City's current Water Rights Acquisition Fee of $1,725.00 per acre-foot.

This increase in value of water rights has resulted in developments within the city choosing to pay the current Water Rights Acquisition Fee of $1,725.00 per acre-foot and then selling their water rights to others for a higher amount based on the current market value.

Staff is also aware that some property owners are transferring their water rights to properties outside the City, paying the current Water Rights Acquisition Fee of $1,725.00 per acre-foot, and requesting water service from the City.

It has also become increasingly more difficult for the City to acquire water rights due to the City's lack of sufficient funds collected from the current Water Rights Acquisition Fee and property owners are showing more interest in leasing water rights through long-term contracts rather than selling the water rights outright. The lease approach puts cities like Pasco in a position of owning nothing after making 20 years of lease payments, which does not seem to be a prudent course of action.

## V. DISCUSSION:

In September 2022, the City contracted with Darryll Olson of Pacific Northwest Project to evaluate the water rights market and provide a recommendation to the City regarding the fair market value of water rights purchases. That market analysis estimated the current water rights value to be $4,150.00 per acre-foot. This is a 140.6% increase over the current Water Rights Acquisition Fee.

It is in the City's best interest for developers to transfer available water rights to the City and discourage payment of the Water Rights Acquisition Fee. Based on feedback from the development community, staff recommends the proposed Water Rights Acquisition Fee include a 50% surcharge for only those properties that no longer have water rights but had water rights available within the 10 years prior to any new proposed development. This surcharge will

encourage the transfer of water rights to the City rather than paying the in-lieu water rights acquisition fee.

The Pasco Municipal Code (PMC) Section 13.45.060 requires, as a condition of extending water beyond the city limit to serve new development, water rights must be transferred to the City in a quantity sufficient to serve the new development. Due to the difficulty in finding opportunities to purchase water rights in the market, it is in the City's interest to require the transfer of available water rights to the City for the provision of City water for all new developments; those within and beyond the city limit and for commercial as well as residential.

This item was discussed at the October 10, 2023, Council Workshop meeting. Staff also held a Developer's meeting on October 23, 2023, to review and discuss the proposed code revisions. Five takeaways resulted from this meeting.

1. Agreement that the water rights water acquisition fee (in-lieu fee) needed to reflect the current market rate.
2. Consider requirement for water rights transfers for developments on property that had water rights associated with them in the past 10 years - no in-lieu fee allowed.
3. The proposed 50% surcharge seemed arbitrary and maybe too high. Consider increasing future fees based on inflation, CPI or something similar.
4. Xeriscaping should be encouraged for new developments as a way to help reduce the in-lieu fee.
5. Reevaluate the return on investment of leasing water rights in lieu of purchasing - may be worth doing.

The proposed Ordinance has been revised and addresses the first two items. For item 3 the 50% surcharge is still being proposed but applicable only to properties that historically had water rights but were removed within the past 10 years. More evaluation is needed to determine if the 50% surcharge should be replaced with another inflationary type index. Items 4 and 5 will continue to be evaluated but should not postpone the proposed code amendments.

An evaluation by staff also determined that the City's remaining available water rights are not sufficient to serve all of the new developments that are currently in the City's queue for review and approval.

Staff recommends approval of the proposed changes to the Water Rights Acquisition Fee and the applicability of this fee to developments both within and beyond city limits.

**ORDINANCE NO. ____**

**AN ORDINANCE** OF THE CITY OF PASCO, WASHINGTON, AMENDING THE PASCO MUNICIPAL CODE SECTION 3.35.160 WATER UTILITY, ADJUSTING THE WATER RIGHTS ACQUISITION FEE; SECTION 13.15.030 CONNECTION OUTSIDE CITY LIMITS – WATER RIGHTS, AND SECTION 13.45.060 ASSIGNMENT OF WATER RIGHTS–EXTENSION OF CITY WATER SERVICES BEYOND CITY LIMITS..

**WHEREAS,** recent water rate studies and fees of utility systems are generally conducted on periodic intervals to ensure they provide adequate revenue for the utilities, and to ensure rates, charges, and fees are, and continue to be, in conformance with State law; and

**WHEREAS**, the purchase of water rights by the City of Pasco (City) to support future development is becoming increasingly more difficult as landowners recognize the increased market value of water rights; and

**WHEREAS**, the market for water rights acquisition has increased significantly over the past several years such that the value of water rights far exceeds the City's current Water Rights Acquisition Fee of $1,725.00 per acre-foot; and

**WHEREAS**, the increase in value of water rights has resulted in developments within the City choosing to pay the current Water Rights Acquisition Fee of $1,725.00 per acre-foot and selling their water rights for a higher amount based on the current market value; and

**WHEREAS**, staff is also aware that some owners of property within the City are transferring their water rights to properties outside the City and then paying the current Water Rights Acquisition Fee of $1,725.00 per acre-foot; and

**WHEREAS**, it is increasingly more difficult for the City to acquire water rights at the current market price as landowners recognize the increased market value of water rights and the City's lack of sufficient funds collected from the current Water Rights Acquisition Fee; and

**WHEREAS**, owners of water rights are showing more interest in leasing water rights through long-term contracts rather than selling the water rights, which would put cities like Pasco in a position of owning nothing after making 20 years of lease payments; and

**WHEREAS,** in September 2022, the City contracted with Darryll Olson of Pacific Northwest Project to evaluate the water rights market and provide a recommendation to the City regarding the fair market value of water right purchases; and

**WHEREAS**, in October 2022, Pacific Northwest Project provided the City with the results of their market analysis and estimated a current water rights value of $4,150.00 per acre-foot, a 140.6% increase over the current Water Rights Acquisition Fee; and

**WHEREAS,** it is in the City's best interest to discourage payment of the Water Rights Acquisition Fee and instead have developers transfer available water rights to the City to help serve new development in Pasco; and

**WHEREAS**, to ensure the City's ability to purchase water rights in the future to adequately serve new developments, the proposed Water Rights Acquisition Fee includes a 50% surcharge to account for future increases in market value and encourage the transfer of water rights to the City rather than payment of the Water Rights Acquisition Fee; and

**WHEREAS**, the PMC Section 13.45.060 "Assignment of Water Rights – Extension of City Water Services beyond City Limits" requires, as a condition of extending water beyond the City limit to serve new development, water rights must be transferred to the City; and

**WHEREAS**, it is in the City's interest to require the transfer of available water rights to the City for all new development both within and beyond the city limit.

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

**Section 1.** That Section 3.35.160 entitled "Water utility effective January 1, 2022" of the Pasco Municipal Code shall be and hereby is amended and shall read as follows:

**3.35.160 Water utility effective January 1, 2022.**

| | **Fee/Charge** | | | | | | **Reference** |
|---|---|---|---|---|---|---|---|
| | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | |
| Inside city: | | | | | | | |
| Consumption – per 100 cubic feet: | | | | | | | |
| Residential/commercial | $0.88 | $0.94 | $1.00 | $1.07 | $1.12 | $1.18 | 13.20.050 |
| Bulk – per 1,000 gallons | $1.45 | $1.54 | $1.64 | $1.75 | $1.84 | $1.93 | 13.20.080 |
| Residential – single-family base fees: | | | | | | | |
| 3/4 and 5/8 inch – per month | $20.55 | $21.89 | $23.31 | $24.83 | $26.07 | $27.37 | 13.20.020 |
| 1 inch – per month | $30.81 | $32.82 | $34.95 | $37.22 | $39.08 | $41.03 | 13.20.020 |
| Senior reduced/low income: | | | | | | | |
| 3/4 and 5/8 inch – per month | $6.83 | $7.27 | $7.74 | $8.24 | $8.65 | $9.08 | 3.65.150 |
| 1 inch – per month | $10.30 | $10.97 | $11.68 | $12.44 | $13.06 | $13.71 | 3.65.150 |

| | Fee/Charge | | | | | | Reference |
|---|---|---|---|---|---|---|---|
| | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | |
| Commercial – base fees: | | | | | | | |
| 3/4 inch – per month | $28.97 | $30.85 | $32.86 | $35.00 | $36.75 | $38.59 | 13.20.030 |
| 1 inch – per month | $42.37 | $45.12 | $48.05 | $51.17 | $53.73 | $56.42 | 13.20.030 |
| 1-1/2 inch – per month | $81.60 | $86.90 | $92.55 | $98.57 | $103.50 | $108.68 | 13.20.030 |
| 2 inch – per month | $130.86 | $139.37 | $148.43 | $158.08 | $165.98 | $174.28 | 13.20.030 |
| 3 inch – per month | $178.74 | $190.36 | $202.73 | $215.91 | $226.71 | $238.05 | 13.20.030 |
| 4 inch – per month | $257.54 | $274.28 | $292.11 | $311.10 | $326.66 | $342.99 | 13.20.030 |
| 6 inch – per month | $402.01 | $428.14 | $455.97 | $485.61 | $509.89 | $535.38 | 13.20.030 |
| 8 inch – per month | $557.10 | $593.31 | $631.88 | $672.95 | $706.60 | $741.93 | 13.20.030 |

| | **Fee/Charge** | **Reference** |
|---|---|---|
| Outside City; effective 11/1/02: | | |
| Consumption – per 100 cubic feet: | | |
| Residential/commercial | 90% surcharge | 13.20.090 |
| Bulk – per 1,000 gallons | 90% surcharge | 13.20.090 |
| Residential – single-family base fees: | | |
| 3/4 and 5/8 inch – per month | 90% surcharge | 13.20.090 |
| 1 inch – per month | 90% surcharge | 13.20.090 |
| Senior reduced/low income | 90% surcharge | 13.20.090 |
| Commercial – base fees: | | |
| All sizes | 90% surcharge | 13.20.090 |

| | **Fee/Charge** | **Reference** |
|---|---|---|
| Fire hydrants: | | |
| Meter rental: | | |
| Refundable deposit | Not to exceed 110% of Cost, as determined by the Director of Finance | 13.20.080 |

| | Fee/Charge | | | | | | Reference |
|---|---|---|---|---|---|---|---|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Nonrefundable removal fee | | | $30.00 | | 13.20.080 | | |
| Monthly base rental fee | | | $62.00 | | | | |
| Late payment and not returning meter after 48 hrs. (per day) | | | $50.00 | | | | |
| Hydrant rental – outside corporate limits, per year | | | $20.00 | | 13.20.070 | | |
| Charges for water meters and services: | | | | | | | |
| Meter and service costs equal to average cost to City based on prior year | | | | | 13.45.010 | | |
| Move meter for owner | | | Cost + 15% | | 13.30.060 | | |
| Change meter size | | | Cost + 15% | | 13.30.050 | | |
| Water system capital expansion/replacement charges | | | | | | | |
| Inside City limits: | | | | | | | |
| 3/4-inch meter | | | $360.00 | | 13.25.010 | | |
| 1-inch meter | | | $601.00 | | 13.25.010 | | |
| 1-1/2-inch meter | | | $1,198 | | 13.25.010 | | |
| 2-inch meter | | | $1,918 | | 13.25.010 | | |
| 3-inch meter | | | $3,599 | | 13.25.010 | | |
| 4-inch meter | | | $5,999 | | 13.25.010 | | |
| 6-inch meter | | | $11,995 | | 13.25.010 | | |
| 8-inch meter | | | $19,192 | | 13.25.010 | | |
| 10-inch meter | | | $27,591 | | 13.25.010 | | |
| Outside City limits: | | | | | | | |
| 3/4 – 10-inch meter | | | 90% surcharge | | 13.25.020 | | |
| Front footage (per foot): | | | | | | | |

| | Fee/Charge | | | | | | Reference |
|---|---|---|---|---|---|---|---|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | |
| Residential: | | | | | | | |
| In and out City limits | | | $20.00 | | | | 13.45.020 |
| Commercial: | | | | | | | |
| In and out City limits | | | $25.00 | | | | 13.45.020 |
| Square Footage (per sq. ft.): | | | | | | | |
| Residential: | | | | | | | |
| In and out City limits | | | $0.0388 | | | | 13.45.020 |
| Commercial: | | | | | | | |
| In and out City limits | | | $0.0426 | | | | 13.45.020 |
| Water rights acquisition fee – per acre foot | | | ~~$1,725.00~~$4,150.00 | | | | 13.45.060(2)<br>21.05.120(2) |
| Base water rights acquisition fee – per residential unit ~~($1,725.00~~$4,150.00 per acre foot x potable use factor .30) | | | ~~$517.50~~$1,245.00 | | | | 13.15.030(1) |
| Potable water irrigation fee (no irrigation water available) | | | Equal to 50% of the area of the lot or parcel to be served expressed in acres or portion of acres x 3.5-acre feet of water x ~~$1,725.00~~$4,150.00 (per acre foot) | | | | 13.15.030(1) |
| Water rights transfer fee | | | $1,000.00 | | | | 13.15.030(5) |

[Ord. 4561 § 1, 2021; Ord. 4406 § 2, 2018; Ord. 4252, 2015; Ord. 4160, 2014; Ord. 4139, 2014; Ord. 3961, 2010; Ord. 3827, 2007; Ord. 3693 § 1, 2004; Ord. 3655, 2004; Ord. 3610, 2003; Ord. 3575, 2002; Ord. 3553, 2002; Ord. 3543, 2002; Code 1970 § 3.07.160.]

**Section 2**. That Section 13.15.030 entitled "Connection Outside City Limits – Water Rights" of the Pasco Municipal Code shall be and hereby is amended and shall read as follows:

**13.15.030 Connection Within or Outside City Limits – Water Rights**

Any application for a new water service connection to serve real property located within or outside the City limits of the City of Pasco, except for those properties for which water rights, or payment in lieu of water rights, have been received by the City pursuant to PMC 13.45.060, shall be conditioned upon the transfer to the City of water rights associated with the property; or, if such water rights are not available or are inadequate to meet the water needs of the property to be served, upon payment to the City of a water rights acquisition fee in lieu of transfer, determined as follows:

(1) *Amount of Water Rights or Payment in Lieu.* The amount of transferred water rights or the fee in lieu of transfer pursuant to this section and PMC 13.45.060 shall be sufficient to serve the number of residential units supplied by the connection for in-house domestic water service and irrigation water service sufficient to cover 50 percent of the lot or parcel of real property to be served by the water connection.

If the property to be served by City water service had a certificate, permit, application, or claim to a water right for withdrawal of ground or surface waters, or such other water rights as may be appurtenant to such property, including well water rights, within ten years prior to submittal to the City of a development proposal or application for City water services, and the water rights are no longer available for transfer to the City, a 50% surcharge shall be added to the water rights acquisition fee.

(a) *Irrigation Water Service Available.* If the property to be served by the City is located within and served by the Franklin County Irrigation District, or other public or private irrigation provider acceptable to the City for landscaping irrigation purposes, the property shall continue to be served by the District or other irrigation provider and the applicant for water service shall only be required to transfer three-tenths acre-foot of water rights per residential unit or its equivalent, or provide a payment in lieu for said quantity as directed by subsection (3) of this section.

(b) *Irrigation Water Service Unavailable.* If the property to be served by the City is not included within or served by the Franklin County Irrigation District or other public or private irrigation water provider acceptable to the City for landscaping irrigation purposes, the applicant for water service shall be required to transfer three-tenths acre-foot of water rights per residential unit or its equivalent and in addition, three and one-half acre-feet per year per acre of irrigable land or fraction thereof, or provide a payment in lieu for said quantity as provided in PMC 3.35.160. The requirement relating to irrigable land cannot be waived on the basis that the current owner or developer does not plan to irrigate said land.

**Section 3.** That Section 13.45.060 entitled "Assignment of water rights – Extension of City water services beyond City limits" of the Pasco Municipal Code shall be and hereby is amended and shall read as follows:

**13.45.060 Assignment of water rights – ~~Extension~~ Provision of City water services within and beyond City limit.**

(1) As a condition for the ~~extension of a City water main~~ provision of City water service within or beyond the City limits as a primary source of City water for potable or irrigation uses within a residential subdivision or other development, any property owner or developer of such property shall assign and transfer to the City any _ certificate, permit, application, or claim to a water rights for the withdrawal of ground or surface waters, or such other water rights as may be appurtenant to such property, including exempt well water rights in the quantity and manner set forth in PMC 13.15.030. This assignment and transfer shall not apply to individual service wells as are exempt from certification under the laws of the State of Washington, or properties which receive sufficient irrigation water services provided under a perfected water right from a City-approved irrigation water service provider.

(2) In the event there are no water rights represented either by perfected application, certificate, permit, application, or right for withdrawal appurtenant to the real property benefited in subsection (1) of this section, the property owner or developer shall pay to the City, in lieu thereof, a water rights acquisition fee as established in the City Fee Summary Ordinance, Chapter 3.35 PMC~~; or upon appropriate notice recorded with the real property subject to development, defer payment in lieu to the time of application for connection of the new water service serving real property as provided by PMC 13.15.030. This water rights acquisition fee shall be in addition to any other water rates or charges as established in the City fee summary ordinance, Chapter 3.35 PMC~~.

~~(3) *Excess Water Rights*. To the extent the water rights associated with the subject property exceed the anticipated water requirement for the subject property, the City, in its sole discretion, may require the owners of the subject property to transfer any amount of excess water rights to the City, and the City shall pay the owners of the excess water rights transferred to the City an amount representing the market value of the excess water as determined pursuant to PMC 13.15.030(3), subject to the right of administrative appeal as provided in PMC 1.30.030.~~ [Ord. 4160, 2014; Ord, 3795, 2006; Ord. 3547 § 1, 2002; Code 1970 § 13.36.070.]

**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, on this ___ day of _____, 2023.

_____
Blanche Barajas
Mayor

ATTEST:

_____
Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:

_____
Kerr Ferguson Law, PLLC
City Attorneys

Published: _____

# Markets for Water
## City of Pasco, WA, Request for Proposals

The City of Pasco, WA, is reviewing potential water right lease purchases for future municipal development. The City will accept proposals from credible water right holders that meet the long-term water right lease qualifications and conditions stipulated below.

Terms and Conditions:

- The City's RFP conditions are non-negotiable, with a fixed price-point, lease terms, and valuation components:
- Proposals will be considered for incremental water "blocks" of 500 acre-ft., up to 2,000 acre-ft. The City will require initial delivery by January 1, 2024.
- The water right lessee must be able to demonstrate secure water right ownership upon RFP response. No other ownership conditions are acceptable.
- The lease term will be for twenty years. The lease(s) will be nonrevocable; and can only be terminated prior to twenty-years by written consent from the Pasco City Manager or Public Works Director.
- The leases will provide an annual payment of $310/acre-ft./year for the lease term, with no escalators applied. This is a capital equivalent of about $4,150/acre-ft., based on the City's financial discount rate. Full capital payment would be considered for water right ownership (title) transfers to the City (separate from a lease agreement).

Regulatory/Transfer Requirements:

- Potential water rights for lease must have direct hydraulic continuity with the McNary Pool, Columbia River.
- The water rights for potential change/transfer must comply with RCW 90.03.380. It is the responsibility of the lessee to confirm such with proposal submission.
- For potential lease agreements, the City will initially provide a letter of intent, while completing further due diligence. The City will prepare a purchase and sale agreement for an accepted proposal.
- The City will conduct water right change/transfers through the Franklin County Water Conservancy Board, for either prior Ecology Trust actions with Ecology or new transfers.

Proposal Contact/Administration:

The City's agent for proposal review and oversight is Darryll Olsen, Ph.D., Pacific Northwest Project, and he may be contacted at 509-783-1623. Succinct written proposals may be sent to DOlsenEcon@aol.com at any time. This RFP action will terminate on December 1, 2022.

Proposals that do not comply with the RFP provisions will be rejected. The City has sole discretion for acceptance of potential lease/purchase offerings.

City of Pasco

# Pasco City Council Meeting

## October 9, 2023

## Water Right Acquisition Fee Adjustment

# Water Rights

## Potable Water

- Source:  Columbia River
- Available withdrawal: 18,883 acre-feet/yr.
- Ecology leased water: 10,000 acre-feet/yr.
  - $35/acre-ft = $350,000/yr.  (2020)
- 2022 Usage:  15,873 acre-feet

# Water Rights Acquisition

## PMC 13.45.160 – Water & Sewers

- Extending water beyond the city limit

## PMC 21.05.120 - Subdivision Regulations

- Assignment of water rights for subdivision of land

# Water Rights Acquisition

**PMC 3.35.160 – Revenue and Finance**

- In-lieu Fees: **$1,725/acre-foot**
  - **Irrigation**: 50% of site @ 3 ½ acre-feet/year per acre
  - **Potable Water:** 0.3 acre-feet/residential unit
  - Transfer Fee (Ecology)

# City of Pasco Water Rights Acquisition

## What is Missing?

**Irrigation & Water Rights Transfers for:**

- Commercial Developments
  - Large Industrial Users: Food processors
  - Schools
- Water Usage (versus water line extension)
- Current Market Rate: **$4,150/acre-foot**

# Water Rights Acquisition

## Developers Appear to Prefer

- **Pay In-Lieu Fee:**
- **Existing** Rights Transferred to other properties
- **Sell Water Rights at Market Rate**
- **Existing Rights Banked for later Transfer or Sale**

# Water Rights Acquisition

## Water Rights Lease RFP

- $310/acre-foot per year
- No Escalators
- Capital Equivalent of $4,150/acre-foot
- 20-Year Term
- 3 Respondents: ~4,000 acre-feet available
- Annual Payment:  $1,240,000.00

# Water Rights Acquisition

## Proposed PMC Changes

- Water Usage vs. Water Line Extension
- Within and beyond City Limits
- Market Rate + 50% Surcharge
  - Encourage Transfers vs. In-Lieu Fee
  - Account for future value increases

# Water Rights Acquisition



City of Pasco

# Pasco City Council Meeting
# March 4, 2019

# AGENDA REPORT

FOR: City Council — January 4, 2024

TO: Adam Lincoln, City Manager — City Council Workshop Meeting: 1/8/24

FROM: Maria Serra, Interim Director Public Works

SUBJECT: Water Rights Acquisition Fees

## I. REFERENCE(S):

Presentation

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion and public comment.

## III. FISCAL IMPACT:

The recently adopted increase in the Water Rights Acquisition Fee will increase revenues to the Water Rights Fund allowing the City to purchase additional water rights at current market rates to help provide sufficient water for future development.

## IV. HISTORY AND FACTS BRIEF:

For Pasco to serve clean drinking water to residents and businesses, the City must have sufficient water rights to allow for the withdrawal of water from the Columbia River. As the city grows, so does the need for additional water rights. Water rights can either be transferred to the City by property owners who have them and wish to develop their properties or purchased from owners willing to sell them.

Council recently amended the Pasco Municipal Code to increase the Water Rights Acquisition Fee to current market rates and made this fee applicable to all developments within the City.

## V. DISCUSSION:

Council asked that this issue be brought back to the first workshop meeting in

January to have further discussion and allow for public comments.

City of Pasco

# Pasco City Council Meeting

## January 8, 2024

## Water Right Acquisition Fee Adjustment

# Types of Water Rights

- **Potable Water**:
  - Surface withdrawal
- **Irrigation Water**:
  - Surface and well withdrawal (+ 508.14)
- **PWRF Irrigation Water**:
  - 508.14 well withdrawal

# Water Rights - Municipal

- Columbia River
- Available: 18,883 acre-feet/yr.
- 2022 Usage:  15,873 acre-feet

- Ecology lease: 10,000 acre-feet/yr.
  - Included in number above
  - $35/acre-ft = $350,000/yr.  (2020)

# Water Rights - Municipal

| Municipal | Water Right | Qi | | Qa (Acre-Feet) | | | 2022 | |
|---|---|---|---|---|---|---|---|---|
| | | GPM | CFS | Domestic | Municipal | Irr | Municipal | Irr |
| Treatment Plant North, Treatment Plant South, Treatment Plant West, I-182 River Pump Station | GW7205(A) | 375.00 | 0.84 | | 76.20 | | 76.20 | |
| | S3-17908 | | 35.00 | | 7,000.00 | | 3,990.28 | |
| | S3-30852 (ECY lease) | | | | 5,000.00 | | 5,000.00 | |
| | S4-30976 (Quad City) | | 7.50 | | 1,806.75 | | 1,806.75 | |
| | S4-33044(A) (ECY lease) | | 6.90 | | 5,000.00 | | 5,000.00 | |
| Sub-Total Ac-Ft | | | | | 18,882.95 | | 15,873.23 | |
| Over/Under Water Rights | | | | | | | 3,009.72 | |

# Water Rights - Irrigation

- **Groundwater + Columbia River**
- **Available: 8,660 acre-feet/year**
  - Groundwater: 3,459 acre-feet
  - Columbia River water: 2,882 acre-feet
  - 508.14 Groundwater: 2,319 acre-feet
- **2022 Usage: 10,490 acre-feet**

# Water Rights - Irrigation

| Municipal Irrigation | Water Right | Qi | | Qa (Acre-Feet) | | | 2022 | |
|---|---|---|---|---|---|---|---|---|
| 508.14 Water Rights | | GPM | CFS | Domestic | Municipal | Irr | Municipal | Irr |
| Island Estates, Rd 52, Columbia Place | G3-20242(A) | 1,431.00 | | | 636.00 | | 874.07 | |
| Island Estates, Rd 52, Columbia Place | G3-20242(C) | 62.00 | | | 139.50 | | | |
| NW Commons, Desert Sunset | G3-20243(A) | 1,612.00 | | | 483.60 | | 591.06 | |
| NW Commons, Desert Sunset | G3-20243(B) | 214.00 | | | 107.90 | | | |
| NW Commons, Desert Sunset | G3-20243(C) | 1,174.00 | | | 441.60 | | | |
| Desert Estates | G3-24981(A) | 80.00 | | | 34.64 | | 332.80 | |
| Desert Estates | G3-24981(B) | 400.00 | | | 160.00 | | | |
| Powerline | G3-27413(C) | 573.75 | | | 203.40 | | 576.04 | |
| Powerline | G3-27413(D) | 281.25 | | | 112.40 | | | |
| Powerline | G3-27413(F) | 270.00 | | | 108.00 | | | |
| | | | | 0.00 | 2,319.04 | 0.00 | | |
| 508.14 Sub-Total | | | | 2,319.04 | | | 2,373.97 | |

| Surface Rights | | GPM | CFS | Domestic | Municipal | Irr | Municipal | Irr |
|---|---|---|---|---|---|---|---|---|
| Linda Lovissa | S3-28615 | | 4.24 | | 836.00 | | 1,139.78 | |
| | S3-28788 | | | | | | | |
| | S3-28789 | | | | | | | |
| Road 68 West Side | S3-28790 | | 1.11 | | 200.00 | | 0.00 | |
| DNR | S3-28876 | | 1.78 | | 164.85 | | 0.00 | |
| Sunny Meadows | S3-28932 | | 1.33 | | 240.00 | | 0.00 | |
| | | | | 0.00 | 1,440.85 | 0.00 | | |
| Surface Rights Sub-Total | | | | 2,881.70 | | | 1,139.78 | |

# Water Rights - Irrigation

| Municipal Irrigation | Water Right | Qi | | Qa (Acre-Feet) | | | 2022 | |
|---|---|---|---|---|---|---|---|---|
| Groundwater Rights | | GPM | CFS | Domestic | Municipal | Irr | Municipal | Irr |
| Sun Willows Golf Course | G3-05073 | 300.00 | | | 300.00 | | 300.00 | |
| Sports Complex | G3-20244(A) | 1,300.00 | | | 525.80 | | 0.00 | |
| Cemetery | G3-22447 | 4.87 | | | 57.40 | | 0.00 | |
| Pasco Youth Baseball Complex | G3-22727 | 75.00 | | | 34.40 | | 36.42 | |
| McGee School | G3-28306 | 275.00 | | | 32.00 | | 0.00 | |
| Kurtzman Park | G3-27864 | 235.00 | | | 40.00 | | 22.71 | |
| Memorial Park | G3-27943 | 240.00 | | | 40.00 | | 30.12 | |
| Highland Park | G3-28415 | 275.00 | | | 40.00 | | 37.94 | |
| Volunteer Park | G3-28416 | 275.00 | | | 28.84 | | 51.36 | |
| First Place | G3-01243 | 1,106.00 | | | 474.00 | | 425.11 | |
| Island Estates, Rd 52, Columbia Place | G3-20242(B) | 1,134.00 | | | 504.00 | | 504.00 | |
| Linda Loviisa | G3-20244(C) | 400.00 | | | 172.00 | | 172.00 | |
| Lakeview | G3-20662 | 530.00 | | | 126.80 | | 126.80 | |
| Village of Pasco Heights | G3-23525 | 1,300.00 | | | 545.60 | | 568.94 | |
| Road 108/182 River Pump | G3-25177(A)* | 1100.00 | | | 804.00 | | 1,718.00 | |
| | G3-25177(B)* | | | | | | | |
| | G3-26081(A)* | | | | | | | |
| | G3-26081(B)* | | | | | | | |
| | G3-26368 | | | | | | | |
| Chapel Hill (I-182) | G3-24978 | 1,511.00 | | | 521.50 | | 645.54 | |
| Powerline | G3-27413(B) | 270.00 | | | 108.10 | | 576.04 | |
| Desert Oasis, Sirocco | G3-28452 | 450.00 | | | 170.00 | | 380.27 | |
| USBR | | | | | | | 1,380.66 | |
| | | | | 22.40 | 3,426.00 | 10.80 | | |
| Groundwater Rights Sub-Total | | | | 3,459.20 | | | 6,975.91 | |

# Water Rights - Summary

## Municipal Water

- 18,883 acre-feet/yr. Available
- 15,873 acre-feet Used

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- 3,010 acre-feet not used

## Irrigation Water

- 8,660 acre-feet/year Available
- 10,490 acre-feet Used

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- <1,830> acre-feet overused

**Balance of Available Water Rights**

**1,180 acre-feet**

# Water Rights - PWRF

## PWRF Irrigation Water

- Source:  508.14 Groundwater
- Available withdrawal: 8,230 acre-feet/year
- 2022 Usage:  4,539 acre-feet

# Water Rights – PWRF

| | Water Right | Qi | | Qa (Acre-Feet) | | | 2022 | |
|---|---|---|---|---|---|---|---|---|
| **PWRF Farm Wells** | | GPM | CFS | Domestic | Municipal | Irr | Municipal | Irr |
| Foster Wells (IW-6, 7, 8) | G3-20245 | 5,200.00 | | | | 2,101.60 | | 989.81 |
| | G3-25175 | 1,200.00 | | | | 520.00 | | |
| Foster Wells (IW1, 2, 3, 4, 5) | G3-20247 | 5,200.00 | | | | 2,101.60 | | 1,700.52 |
| Foster Wells (IW11, 12, 15) | G3-22491 | 2,160.00 | | | | 1,037.00 | | 858.78 |
| | G3-22499 | 1,440.00 | | | | 744.00 | | |
| | G3-23867 | 2,400.00 | | | | 1,116.00 | | |
| Foster Wells (W9) | G3-24546 | 1,200.00 | | | | 609.60 | | 989.81 |
| | | | | 0.00 | 0.00 | 8,229.80 | | |
| Farm Wells Sub-Total | | | | 8,229.80 | | | | 4,538.91 |
| Over/Under Water Rights | | | | | | | 3,690.89 | |

# Water Rights - PMC

**PMC 13.45.160 – Water & Sewers**

- Extending water beyond the city limit

**PMC 21.05.120 - Subdivision Regulations**

- Assignment of water rights for subdivision of land

# Water Rights Market Value

**PMC 13.15.030(3) - *Determination of Market Value for Payment in Lieu.* The market value of water rights shall be determined periodically by the City Engineer, but not less frequently than every five years, based upon a water rights market study or similar investigation of the fair market value of perfected water rights that can be transferred to the City.**

# Historical Practices

- Pay In-Lieu Fee
- Existing Rights Transferred to other properties
- Water Rights sold at Market Rate
- Existing Rights Banked for later Transfer or Sale

# Adopted PMC Changes

- Transfers of Potable & Irrigation Water Rights apply to Commercial Developments:
  - Large Industrial Users
  - Food Processors
  - Schools
- Water ‘Usage’ vs. Water ‘Line Extension’

# Adopted PMC Changes

- Applies Within and beyond City Limits

- Increase to Market Rate - $4,150/Acre-Foot
  - Encourages Transfers vs. In-Lieu Fee

- 50% Surcharge – Rights removed w/in 10 yrs
  - Accounts for future value increases
  - Incentive to Transfer rights

# Communications

- **Council Workshop 10/10**
- **Developer Meeting 10/23**
- **Council Meeting 11/22**
- **Handouts Developed & Distributed 12/27**
  - **Emailed to Developer list**
  - **Available online**
  - **Available at City Hall touchpoints**
- **Webpage Live- 12/27**
  - **Online Commenting Option 12/27-1/6**
- **Social Media Posts**
  - **12/27**
  - **1/4/24**
- **KONA Radio Segment**
  - **1/8**
- **Council Meeting 1/8**



City of Pasco Washington

## Understanding Water Rights

### A CLOSER LOOK

We're reaching out to share vital information about our city's water rights and how changes will impact our community. It's important we all understand these changes to ensure Pasco continues to thrive.

### WHAT ARE WATER RIGHTS?

Water rights allow us to use water from sources like the Columbia River. In Pasco, we're fortunate to have the right to utilize about 18,883 acre-feet of water annually for municipal drinking water purposes. For reference, an acre-foot of water can fill an acre of land one foot deep – that's a lot of water!

### WHY UPDATE WATER RIGHTS RULES?

Our city is growing fast! In 2022 alone, we treated and sent to customers about 15,873 acre-feet of water. To keep up with the increasing demand for more water, especially for new homes and businesses, we need to ensure continued management of the city's water rights.

### THE NEW CHANGES:

**Water Rights Acquisition Fee:** This fee helps us buy more water rights. Due to rising market values, we need to increase this fee from $1,725 to $4,150 per acre-foot. This big jump is because the value of water rights has increased by 140.6% since 2014.

**Encouraging Water Rights Transfer:** We prefer developers transfer existing water rights to the city. Then no fees are required. This helps us ensure there will be enough water rights to supply the new developments.

# Water Rights Fee

**PMC 3.35.160 – Revenue and Finance**

- **In-lieu Fees: $4,150/acre-foot *(as of 11/27/2023)***
  - **Irrigation Water: 50% of site @ 3 ½ acre-feet/year per acre**
  - **Potable Water: 0.3 acre-feet/residential unit**
  - **Transfer Fee (Ecology paperwork)**

# Water Rights Fee - Example

1-acre site @ 4 units/acre = 0.25 acre/unit

Irrigation Water: 0.25 acre/unit x 50% x 3.5 acre-feet/acre
= 0.4375 acre-feet/unit

Potable Water: 0.3 acre-feet/unit

Irrigation + Potable = 0.4375 + 0.3 = 0.7375 acre-feet/unit
= 2.95 acre-feet total for 1-acre site

2.95 acre-feet x $4,150/acre-foot = $12,242.50 Total Fee

# Water Rights - Development

## 4 units/acre = 2.95 acre-feet/acre

- 1,180 acre-feet water rights available
  - Serves 400 Acres = 1,600 units

## 11 units/acre: 5.1 acre-feet/acre

- 1,180 acre-feet water rights available
  - Serves 231 Acres = 2,545 units

## Number of Units needed in 20 years = 23,318

# Water Rights - Development

## 4 units/acre = 2.95 acre-feet/acre

- 1,180 acre-feet water rights available
  - Serves 400 Acres = 1,600 units

## 11 units/acre: 5.1 acre-feet/acre

- 1,180 acre-feet water rights available
  - Serves 231 Acres = 2,545 units

## Additional Water Rights needed over 20 yrs. at 11 units/acre = 10,794 acre-feet

# Water Rights Increase Cost

Increase: $2,425/acre-foot

## Developer

- 4 units/acre = $1,794.50 per housing unit
- 11 units/acre = $1,115.50 per housing unit

## Water Customer

- $4/month increase for each $1 million spent to purchase water rights

## Recent Offer

- 2,147 acre-feet @ $3,850/acre-foot = $8.3 million

# Water Rights - Legal

***Did Pasco follow all legal requirements for the code change?***

# Water Rights Acquisition



City of Pasco

# Pasco City Council Meeting
# January 8, 2024

# Water Rights Acquisition

## Water Rights Lease RFP

- $310/acre-foot per year
- No Escalators
- Capital Equivalent of $4,150/acre-foot
- 20-Year Term
- 3 Respondents: ~4,000 acre-feet available
- Annual Payment:  $1,240,000.00

# AGENDA REPORT

FOR: City Council — April 8, 2024

TO: Adam Lincoln, City Manager — City Council Workshop Meeting: 4/22/24

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Water Rights Subcommittee Update (15 minutes)

## I. REFERENCE(S):

Presentation
Draft Ordinance

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

## III. FISCAL IMPACT:

NA

## IV. HISTORY AND FACTS BRIEF:

In November 2023, Pasco City Council approved Ordinance No. 4701, amending Pasco Municipal Code sections related to water rights. The most significant changes to the code were related to the increase of in-lieu fees and surcharges for properties where the transfer of water rights happened within the last ten years. In 2024, Council created a Water Rights Subcommittee consisting of Councilmembers Perales and Grimm to conduct public meetings, gather input, and provide recommendations to the Council.

## V. DISCUSSION:

Councilmembers Perales and Grimm have participated on the Water Rights Subcommittee. Two public meetings were held to gather input from stakeholders in early 2024. The main takeaways included:

1. In-Lieu Fee Adoption and Water Rights Acquisition
    - The majority supported the adoption of in-lieu fees as a

mechanism to facilitate water rights acquisition.
    - There was consensus on the necessity for the City to acquire water rights to support development, particularly through transfer during development (the City's preferred option) and via acquisition using in-lieu fees.
2. Surcharge on Water Rights Transfer/Sale
    - The majority disagreed with the retrospective 10-year surcharge applied to water rights transfers or sales.
    - While many opposed the 50% surcharge, there was an understanding of the escalating costs and debt service required for acquiring large portions of water rights.
3. Operational Clarifications
    - Some stakeholders sought operational clarification on regulations governing commercial and industrial water use.

Below are recommendations from the Water Rights Subcommittee to the larger Council.

- Remove 10 years retroactive element
    - Surcharge for water rights sale or transfer made after the published date of Ordinance 4701 (12/3/2023)
- Evaluate water rights in-lieu fees every 2 years
- Explore water conservation programs

Staff requests discussion and guidance on the recommendations from the subcommittee.

# Pasco City Council Meeting
# April 22, 2024

# Water Rights Subcommittee

**Members**

- Councilmember Charles Grimm
- Councilmember Leo Perales

**Objective**

- Assess current municipal water rights codes
- Evaluate current and emerging issues
- Propose amendments to enhance water rights management

# Public Meetings

- Held on:
  - January 31st
  - February 22nd
- Councilmember Remarks
- Staff Presentation
- Public Comments

# Public Meetings

- Majority agree with in-lieu fee adopted
- Majority agree that there is need for City to acquire water rights to support development
  - Via transfer during development (City desired option)
  - Via acquisition by the City using the in-lieu fees
- Majority disagree with the City's outreach or lack thereof
- Majority disagree with the retrospective 10 years of water rights transfer or sale receiving the surcharge
- While many did not like the 50% surcharge, there was understanding of escalating costs and debt service cost to buy large portions of water rights
- Operational clarification needed on commercial and industrial uses

# Recommendations

- Remove 10 years retroactive element
  - surcharge for water rights sale or transfer made after the published date of Ordinance 4701 (12/3/2023)
- Evaluate water rights in-lieu fees every 2 years
- Explore water conservation programs

# Water Rights Subcommittee

Questions?

# Pasco City Council Meeting
# April 22, 2024

City of Pasco

# Pasco City Council Meeting
# April 22, 2024

# Water Rights Subcommittee

**Members**

- Councilmember Charles Grimm
- Councilmember Leo Perales

**Objective**

- Assess current municipal water rights codes
- Evaluate current and emerging issues
- Propose amendments to enhance water rights management

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- Operational clarification needed on commercial and industrial uses

# Recommendations

- Remove 10 years retroactive element
  - surcharge for water rights sale or transfer made after the published date of Ordinance 4701 (12/3/2023)
- Evaluate water rights in-lieu fees every 2 years
- Explore water conservation programs

# Water Rights Subcommittee

Questions?

# Pasco City Council Meeting
# April 22, 2024

# AGENDA REPORT

FOR: City Council — April 8, 2024

TO: Adam Lincoln, City Manager — City Council Regular Meeting: 6/3/24

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Ordinance No. 4716 - Water Rights Subcommittee Recommendation to Amend PMC Sections 13.15.030 and 13.45.060

## I. REFERENCE(S):

Ordinance

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to adopt Ordinance No. 4716, amending the Pasco Municipal Code Section 13.15.030 Connection Outside City Limits - Water Rights, Section 13.45.060 Assignment of Water Rights - Extension of City Water Services beyond City Limits and, further, authorize publication by title only.

## III. FISCAL IMPACT:

NA

## IV. HISTORY AND FACTS BRIEF:

In November 2023, Pasco City Council approved Ordinance No. 4701, amending Pasco Municipal Code sections related to water rights. The most significant changes to the code were related to the increase of in-lieu fees and surcharges for properties where the transfer of water rights happened within the last ten years. In 2024, Council created a Water Rights Subcommittee consisting of Councilmembers Perales and Grimm to conduct public meetings, gather input, and provide recommendations to the Council.

Councilmembers Perales and Grimm have participated on the Water Rights Subcommittee. Two public meetings were held to gather input from stakeholders in early 2024. The main takeaways included:

1. In-Lieu Fee Adoption and Water Rights Acquisition
    - The majority supported the adoption of in-lieu fees as a

mechanism to facilitate water rights acquisition.
    - There was consensus on the necessity for the City to acquire water rights to support development, particularly through transfer during development (the City's preferred option) and via acquisition using in-lieu fees.
2. Surcharge on Water Rights Transfer/Sale
    - The majority disagreed with the retrospective 10-year surcharge applied to water rights transfers or sales.
    - While many opposed the 50% surcharge, there was an understanding of the escalating costs and debt service required for acquiring large portions of water rights.
3. Operational Clarifications
    - Some stakeholders sought operational clarification on regulations governing commercial and industrial water use.

Below are recommendations from the Water Rights Subcommittee to the larger Council.

- Remove 10 years retroactive element
    - Surcharge for water rights sale or transfer made after the published date of Ordinance 4701 (12/3/2023)
- Evaluate water rights in-lieu fees every 2 years
- Explore water conservation programs

## V. DISCUSSION:

Staff has prepared the ordinance required to change the current PMC to implement the recommended changes. The ordinance also includes additional language to ensure that the City can go through the Department of Ecology's approval and they are the final authority that qualifies the transfers of all water rights.

**ORDINANCE NO. ____**

**AN ORDINANCE** OF THE CITY OF PASCO, WASHINGTON, AMENDING PASCO MUNICIPAL CODE SECTION 13.15.030 CONNECTION OUTSIDE CITY LIMITS – WATER RIGHTS AND SECTION 13.45.060 ASSIGNMENT OF WATER RIGHTS–EXTENSION OF CITY WATER SERVICES BEYOND CITY LIMITS.

**WHEREAS**, the City adopted Ordinance 4701A increasing the City Water Rights Acquisition Fee as well as other significant changes to its Water Rights program; and

**WHEREAS**, Council desired additional public engagement, forming a Water Rights Subcommittee to gather more comments and concerns from the public; and

**WHEREAS**, Water Rights Subcommittee conducted two public meetings; and

**WHEREAS**, Water Rights Subcommittee provided recommendations to the City Council on April 22nd Council Workshop meeting.

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

**Section 1.** That Section 13.15.030 entitled "Connection Outside City Limits – Water Rights" of the Pasco Municipal Code is hereby amended and shall read as follows:

**13.15.030 Connection Within or Outside City Limits – Water Rights**

Any application for a new water service connection to serve real property located within or outside the City limits of the City of Pasco, except for those properties for which water rights, or payment in lieu of water rights, have been received by the City pursuant to PMC 13.45.060, shall be conditioned upon the transfer to the City of water rights associated with the property; or, if such water rights are not available or are inadequate to meet the water needs of the property to be served, upon payment to the City of a water rights acquisition fee in lieu of transfer, determined as follows:

(1) *Amount of Water Rights or Payment in Lieu*. The amount of transferred water rights or the fee in lieu of transfer pursuant to this section and PMC 13.45.060 shall be sufficient to serve the number of residential units supplied by the connection for in-house domestic water service and irrigation water service sufficient to cover 50 percent of the lot or parcel of real property to be served by the water connection.

If the property to be served by City water service had a certificate, permit, ~~application~~ , or asserted pre-code claim to a water right for withdrawal of

ground or surface waters, or such other water rights as may be appurtenant to such property, including permit exempt well water rights, ~~within ten years prior to submittal to the City of a development proposal or application for City water services~~ post December 3rd, 2023, and the water rights are no longer available for transfer to the City at the time of a development proposal or application for City water services, a 50% surcharge shall be added to the water rights acquisition fee.

Prior to accepting such assignment or transfer, the City is entitled to evaluate the likely validity and transferability of rights offered for transfer, and to receive technical assistance from the Department of Ecology on same. The City may decline the offer of such assignment or transfer if it believes, following such evaluation and/or technical assistance, that such rights are unlikely to be successfully transferred for use by the City.

(a) Irrigation Water Service Available. If the property to be served by the City is located within and served by the Franklin County Irrigation District, or other public or private irrigation provider acceptable to the City for landscaping irrigation purposes, the property shall continue to be served by the District or other irrigation provider and the applicant for water service shall only be required to transfer three-tenths acre-foot of water rights per residential unit or its equivalent, or provide a payment in lieu for said quantity as directed by subsection (3) of this section.

(b) Irrigation Water Service Unavailable. If the property to be served by the City is not included within or served by the Franklin County Irrigation District or other public or private irrigation water provider acceptable to the City for landscaping irrigation purposes, the applicant for water service shall be required to transfer three-tenths acre-foot of water rights per residential unit or its equivalent and in addition, three and one-half acre-feet per year per acre of irrigable land or fraction thereof, or provide a payment in lieu for said quantity as provided in PMC 3.35.160. The requirement relating to irrigable land cannot be waived on the basis that the current owner or developer does not plan to irrigate said land.

(2) Excess Water Rights. To the extent the water rights associated with the subject property exceed the anticipated water requirement for the subject property as determined pursuant to subsection (1) of this section, the City in its sole discretion may require the owner(s) of the subject property to transfer any amount of the excess water rights to the City and the City shall pay the owner(s) of the excess water rights transferred to the City an amount representing the market value of the excess water rights as determined by subsection (3) of this section, subject to the right of administrative appeal as provided in Chapter 1.30 PMC.

(3) Determination of Market Value for Payment in Lieu. The market value of water rights shall be determined periodically by the City Engineer, but not less frequently than every ~~five~~ two years, based upon a water rights market study or similar investigation of the fair market value of perfected water rights that can be transferred to the City.

(4) Security for Water Rights Transfers. Because the process for transferring water rights to the City may involve applications to the Department of Ecology or a water conservancy board and are subject to various legal standards and factual investigations over which the City has no control, the City shall require security in the form of a performance bond, deposit, or assignment of account in an amount equal to the payment-in-lieu transfer as provided in subsection (1) of this section, in the event that the water rights transfer is not successful. In the event the water rights transfer is not approved, the security will be forfeited in satisfaction of the obligation as provided in this section.

(5) Process, Costs and Forms Required for Transfer of Water Rights. If there are water rights appurtenant to the subject property, they shall be assigned and transferred to the City using forms approved by the City Attorney together with the water rights transfer fee required by PMC 3.35.160 for that purpose, including but not limited to the following: water rights transfer agreement, assignment of water rights permit, conveyance of water rights claim or certificate (deed), application to change water rights, and bond, deposit, or assignment of account to secure payment in lieu of water rights if transfer of the water rights is not approved. The applicant shall pay the water rights transfer fee as provided in PMC 3.35.160, and shall provide the City with documentation of the validity of the water rights as requested by the City Engineer. If there are no water rights appurtenant to the subject property, the applicant shall pay only the water rights acquisition fee in lieu of water rights.

**Section 2.** That Section 13.45.060 entitled "Assignment or transfer of water rights – Provision of City water services within and beyond City limit" of the Pasco Municipal Code is hereby amended and shall read as follows::

**13.45.060 Assignment or transfer of water rights – Provision of City water services within and beyond City limit.**

(1) As a condition for the provision of City water service within or beyond the City limits as a primary source of City water for potable or irrigation uses within a residential subdivision or other development, any property owner or developer of such property shall assign ~~and~~ or transfer by deed to the City any certificate, permit, ~~application~~, or claim to a water rights for the withdrawal of ground or surface waters, or such other water rights as may be appurtenant to such property, including permit exempt well water rights in the quantity and manner set for in PMC 13.15.030. This assignment and transfer shall not apply to ~~individual services wells as are exempt from certification under the laws of the State of Washington, or~~ properties which receive sufficient irrigation water

services provided under a perfected water right from a City-approved irrigation water service provider. Prior to accepting such assignment or transfer, the City is entitled to evaluate the likely validity and transferability of rights offered for transfer, and to receive technical assistance from the Department of Ecology on same. The City may decline the acceptable of such assignment or transfer if it believes, following such evaluation and/or technical assistance, that such rights are unlikely to be successfully transferred for use by the City.

(2) In the event there are no water rights represented either by ~~perfected application~~, certificate, permit, ~~application~~, claim, or other right for withdrawal appurtenant to the real property benefited in subsection (1) of this section, the property owner or developer shall pay to the City, in lieu thereof, a water rights acquisition fee as established in the City Fee Summary Ordinance, Chapter 3.35 PMC.

**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, on this ___ day of _____, 2024.

_____
Pete Serrano
Mayor

ATTEST:

_____
Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:

_____
Kerr Ferguson Law, PLLC
City Attorneys

Published: _____

January 31, 2026

Johnny Jones, Ph.D., J.D.
Columbia Basin Watermaster
Department of Ecology
4601 North Monroe Street
Spokane, WA 99502-1295

Email: johnny.jones@ecy.wa.gov

Re: 2025 Metering Report

Dear Dr. Jones,

Thank you for your technical assistance letter dated June 26, 2025, and for meeting with us in August and October to discuss our system operations and water use. We appreciate your guidance as we work toward compliance with water rights requirements.

As you know, the City owns and operates three separate utilities (Potable Water, Irrigation, and PWRF) as well as a City parks irrigation program, all of which rely on the three Water Rights Systems we report on. For the Irrigation Utility and the parks program, water sources span multiple water rights systems, and the utilities are not interconnected. This has historically created a complex operational and monitoring environment. Our discussions over the past year on this issue have been extremely helpful in improving our understanding of compliance requirements and in optimizing operations to better align with those requirements.

Following your letter and meetings, we implemented corrective actions to reduce water use in Systems B and C, including a mid-season water use review, increased reliance on Columbia River sources (System A), and operational adjustments. These actions eliminated the projected overage in System B and significantly reduced the overage in System C.

**Corrective Actions**

- Conducted a mid-season meter reading in September 2025 to evaluate system-specific water use and support operational adjustments.
- Shifted irrigation demand to System A sources where surplus capacity and infrastructure allowed. This included shutting off two wells in late September 2025 within the water right system projected to exceed authorized use.
- Coordinated with the Parks and Recreation Department to reduce irrigation at City Parks by decreasing watering frequency and ending irrigation earlier than normal.
- Accelerated the end of the irrigation season by rescheduling system shutoff one week earlier than prior years; effective irrigation shutdown occurred on October 13, 2025.
- Completed a source and meter inventory to clarify operations, identify improvements for the 2026 irrigation season, and correct a malfunctioning meter at McGee School.

- Launched a monthly meter reading program for both Public Works and Parks and Recreation to improve monitoring and enable timely operational response to water right limitations by system.

We are continuing to research our technical needs and system design limitations to better understand what investments or operation changes could be implemented to better monitor our water use and optimize source utilization.

**Water Rights Management**

We are actively pursuing water right changes and acquisitions to increase authority in System C:

- Darigold (G3-27030(C)) – Change in process with Franklin County WCB; expected to add 532 acre-feet/year by the end of the 2026 irrigation season.
- Ambrose (G3-28379(C)) – Application planned for early 2026; expected to add 45.76 acre-feet/year by the end of 2026.
- SCBID Contract Water – Contract for 1,000 acre-feet/year; pump station construction scheduled for 2027.
- 508-14 Rights – Additional changes underway to enable use from System C wells, targeted for completion by the end of 2026.

**Water Conservation**

Our conservation efforts continue to focus on public education, efficient operations, and infrastructure improvements. We are also evaluating additional measures such as smart meter retrofits, expanded outreach, and voluntary odd-even irrigation schedules, with the goal of strengthening conservation in 2026.

We recognize the complexity of our systems and the challenges associated with rapid growth; yet remain committed to achieving compliance. Through operational changes, water rights management, and conservation efforts, we are working toward full compliance in 2026 and long-term sustainable operations. We appreciate your continued collaboration.

Sincerely,

*Maria Serra*

Maria L. Serra, PE
Public Works Director
City of Pasco

# AGENDA REPORT

FOR: City Council — March 2, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Resolution No. 3711 - Franklin County Conservation District - Annexation and Shrub Steppe Mitigation ILA

## I. ATTACHMENT(S):

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

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to approve Resolution No. 3711, approving a petition for the inclusion of the incorporated City of Pasco territory into the Franklin Conservation District.

## 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 shrub-steppe 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 shrub-steppe 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 five-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 primary 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, the City of Pasco City Council opted to be excluded from the FCD. At that time, some portions of the City were within the Conservation District while others were not. The City chose to opt out of the Conservation District and reconsider annexation of the entire City at a later date.

The Conservation District currently provides several services that benefit the City, including:

- Technical assistance related to water rights transfers, which is expected to become increasingly important in the near future.
- Shrub-steppe mitigation for the Broadmoor area and the Process Water Reuse Project (PWRF) area.
- Contracts for educational and outreach efforts related to water conservation and stormwater pollution prevention.

Additional services could be available if the City were annexed into the Conservation District. For example, the District could assist City residents with Heritage Gardens programs that promote water-wise landscaping and gardens that incorporate native Washington State plants.

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

**Legislative Action:** Representative April Connors has introduced legislation that would exempt shrub-steppe mitigation requirements within Urban Growth Areas.

**Local Ordinance Development:** The City is preparing a critical habitat ordinance to be incorporated into a Comprehensive Plan amendment, which would provide greater local control over these matters.

**Partnership with the Conservation District:** Another option under consideration is establishing a citywide contract with the Conservation District, similar to existing agreements for the Broadmoor and PWRF project areas. Mitigation requirements for the PWRF projects have already been completed. The Conservation District has indicated it would be open to a long-term commitment if the City joins the District and adopts a citywide contract that would supersede current project-specific agreements.

The negotiated mitigation fee for the Broadmoor area is $1,216 per acre. A citywide contract would be based on the current market rate of approximately $4,000 per acre. This fee would be a one-time payment made by a developer to support a lifetime commitment by the Conservation District to uphold mitigation obligations. Currently, developers must negotiate individually with the Conservation District, which increases time and administrative effort for all parties.

**Impacts (other than fiscal):**

Annexation into the Franklin Conservation District and the establishment of a citywide agreement could streamline mitigation requirements associated with shrub steppe habitat impacts and provide a more consistent process for developers working within the City.

Currently, developers must negotiate mitigation agreements individually with the Conservation District. A citywide contract could reduce administrative complexity, provide clearer expectations for mitigation, and support more efficient project timelines.

Participation in the Conservation District may also strengthen coordination between the City and regional partners on natural resource conservation efforts, including water conservation education, stormwater pollution prevention outreach, and long-term habitat mitigation strategies.

Additionally, annexation could allow the Conservation District to expand programs that support residents, such as Heritage Gardens initiatives that promote water-wise landscaping and the use of native plants.

## 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 shrub-steppe 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 shrub-steppe 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 shrub-steppe 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:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
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

_____
Chair

_____
Vice Chair

_____
Secretary

_____
Treasurer

_____
Member

City of Pasco, Washington

_____
Mayor

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 Ninety (90)-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 | City of Pasco |
| Kara Kaelber, District Manager | Haylie Matson, Community & Economic Development Director |
| 1724 E. Superior Street,<br>Pasco, WA 99301<br>509-416-0440x101<br>kara-kaelber@franklincd.org | 525 N 3rd Ave.<br>Pasco, WA 99301<br>509-544-4136<br>matsonh@pasco-wa.gov |

DATED this_____day of._____2026.

# City of Pasco & Franklin Conservation District Partnership



Promoting the wise use of natural resources.

# 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:

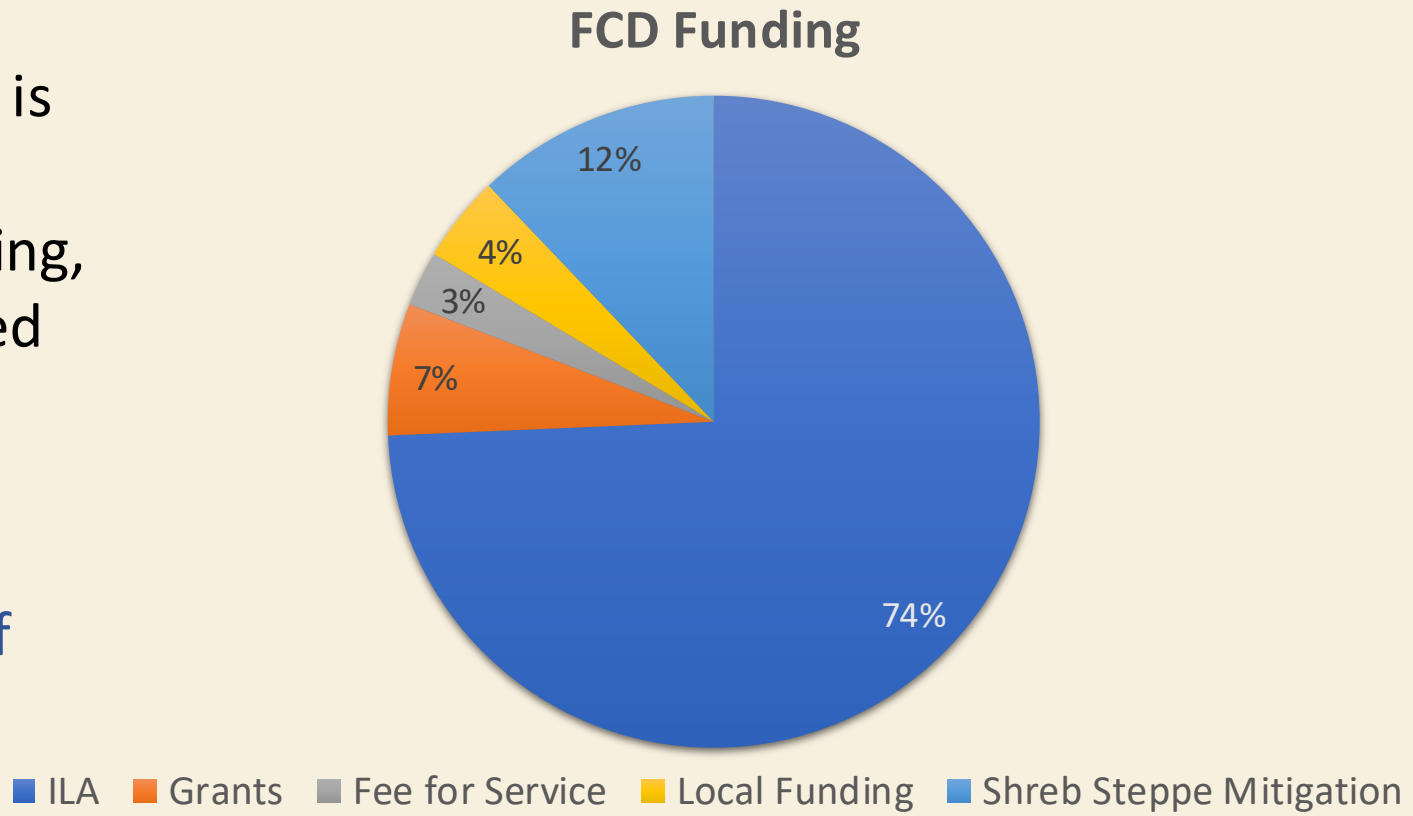
- Salmon in the Classroom
- Wheat Week
- **Drain Rangers & Jr. Drain Rangers**
- High School STEM Academy
- Workshops & Farm Tours
- Community Events



# 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.

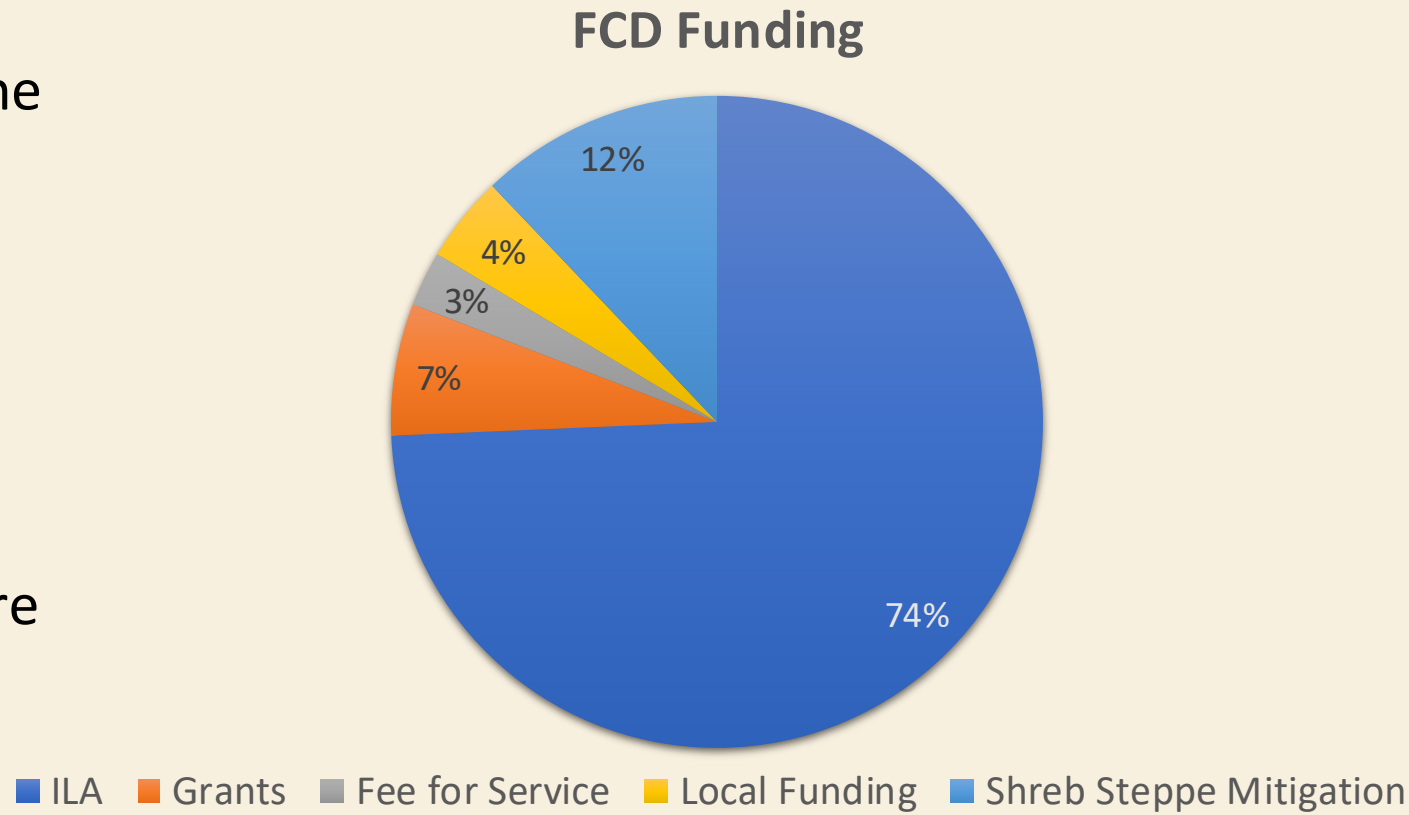


# Rates & Charges

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:

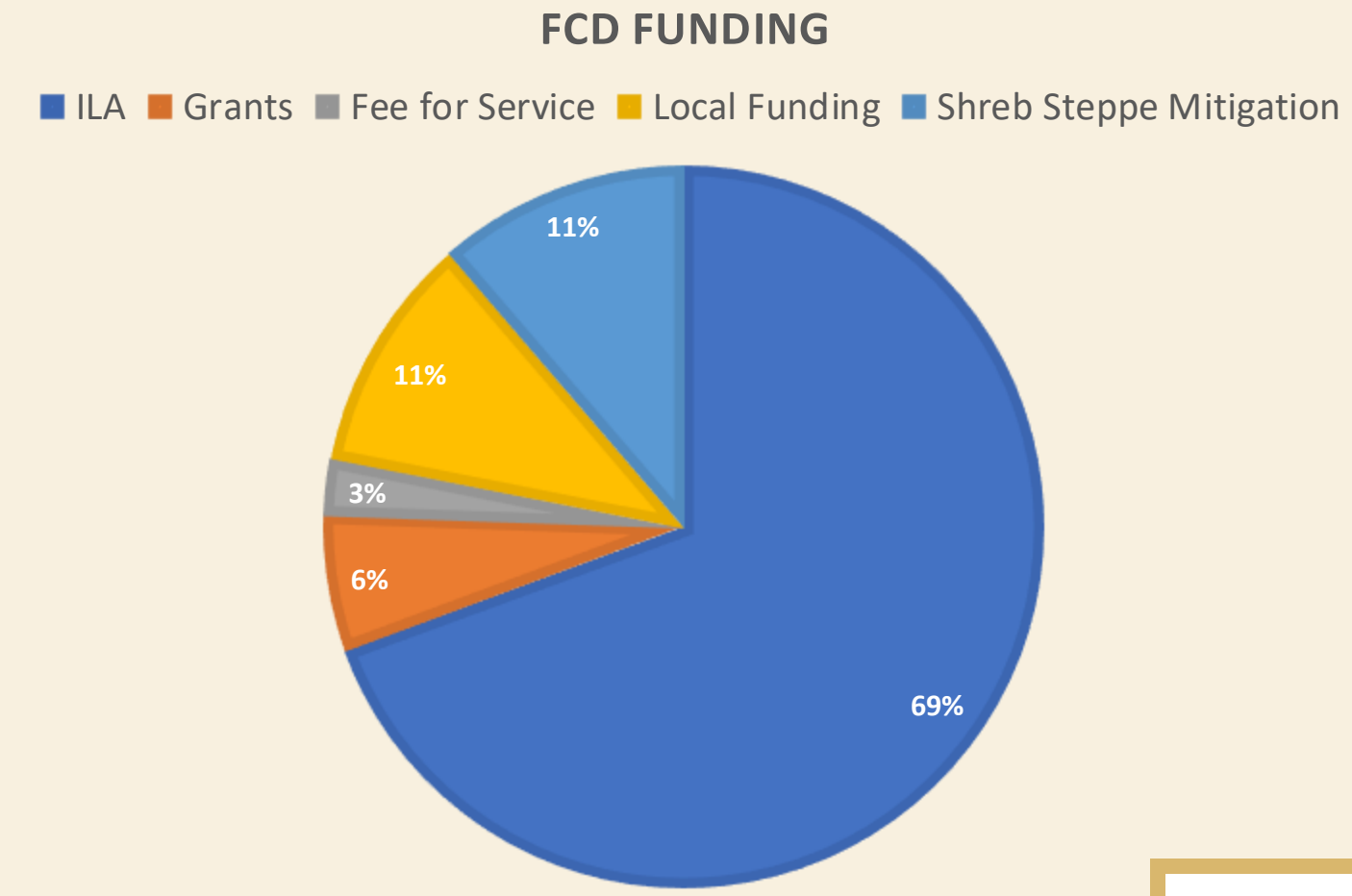
Rangeland: $1.00 per parcel + $0.01 per acre
Dryland: $2.00 per parcel + $0.02 per acre
Irrigated: $5.00 per parcel + $0.10 per acre
Incorporated: $5.00 per parcel +$0.10 per acre



# 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.



# 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 | $1,322,040 |
| Estimated Total Income | $1,516,817 |

**Estimated Yearly Expenses**

| Object | Rates and Charges | Grants | Total |
|---|---|---|---|
| District Management, Fiscal Management<br>• Franklin Co. Water Conservancy Board<br>• Shrub Steppe Mitigation<br>• Grant writing | $10,000 | $200,000 | $210,000 |
| Education Programs | | | |
| • Education Staff | | $370,000 | $370,000 |
| • Education Projects<br>o Wheat Week<br>o Salmon in the Classroom<br>o Drain Rangers/Jr. Drain Rangers<br>o STEM Academy<br>o Teacher Workshops | $20,000 | $180,000 | $200,000 |
| Technical Assistance Programs | | | |
| • Technical Staff (Resource Conservationist, VSP Coordinator, Research & Monitoring Coordinator, Outreach Specialist, etc.) | $45,000 | $289,000 | $334,000 |
| • Cost-Share to Land Owners to Implement Best Management Practices | $50,000 | $100,000 | $150,000 |
| • Contracted Services | | $40,000 | $40,000 |
| Heritage Garden Program | | | |
| • Heritage Garden Program Coordinator | $20,000 | $25,000 | $45,000 |
| • Cost-Share to homeowners to implement low water landscaping | $15,000 | | $15,000 |
| • Outreach/Education (workshops, demonstrations gardens, etc.) | $14,000 | | $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 o 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 ADDITONAL 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 |

James McGee Elementary
jdutcher@psd1.org
August 25, 2024

Dear Members of the Pasco City Council,

We are writing to express our wholehearted support for the Franklin Conservation District (FCD) and the invaluable education programs they have provided to the Pasco School District for over the past 20 years. These programs, offered free of charge, have made a significant impact on our community's youth by promoting environmental stewardship and fostering a deeper understanding of conservation principles.

The education programs facilitated by the Franklin Conservation District that we personally have had the opportunity of participating in include:

- **Salmon in the Classroom**: This program offers students a hands-on experience with the life cycle of salmon, helping to instill a sense of responsibility towards our natural resources.
- **Wheat Week**: Wheat Week introduces students to the importance of wheat farming in our region, combining lessons on agriculture, science, and sustainability.
- **Drain Rangers** Engaging students from Kindergarten through 5th grade, these programs teach the critical role of stormwater management and how it impacts our local environment.

These programs have provided thousands of students with an exceptional educational experience, inspiring them to become informed and engaged citizens. However, as the costs of maintaining these services continue to rise, it becomes increasingly challenging for the Franklin Conservation District to offer them at no cost to the Pasco School District.

I urge the Pasco City Council to recognize the significant contributions of the Franklin Conservation District and to take whatever steps necessary to ensure the continuation of these essential programs. By supporting the FCD, you are investing in the future of our children and the health of our environment.

We all live in Pasco and work in the Pasco School district and love having these programs in our schools. Thank you for your consideration and for your continued commitment to the well-being of our community.

Sincerely,

Juli Dutcher

Juli Dutcher, Christine Torres, Christina Guzman, and Yolanda Hernandez

September 2, 2024

To Whom it May Concern:

I am writing this letter to show my utmost support and appreciation for the Franklin Conservation District and the educational programs my students and I have benefited from. I have participated in over 20 years of programming that has always been offered for FREE to all students in the Pasco School District.

Salmon in the Classroom is a rite of passage for 4th graders. They can't wait until they're old enough to raise salmon, participate in dissections, and finally release them in the river. And once they leave 4th grade and I run into former students they always ask if we still raise salmon. Each January we receive 200 salmon eggs to raise and care for until May. While we have them, we track water quality data, learn about different species, explore their anatomy, understand the importance to Native tribes, study impacts to our region, participate in radio telemetry (scientists tracking their migration patterns and behaviors) virtually or in person, and discuss social dilemmas involving the dams. These real-life topics and experiences are not only incredibly engaging and exciting for students to take part in, but they support so many of our science, social studies, math and language arts standards. The Franklin Conservation District supports the teachers with the large tank and necessary supplies, carcasses for dissection, student materials, and professional development opportunities. The staff also designs and facilitates a phenomenal culminating experience called the Salmon Celebration at Sacajawea Park. Each school gets their own day filled with rotations including a salmon release, active play emulating the salmons' experience, bird watching, an art project reflecting the salmon life cycle, salmon tagging with local scientists, a visit to the Sacajawea Interpretive Center and tour of the famous Maya Lin Story Circles art installment where Lewis & Clark once rendezvoused with local Native Americans. Students and parent volunteers who have joined us have always been very impressed and appreciative of the Franklin Conservation District and what they offer students.

I have also had the privilege of participating in Wheat Week, which partners beautifully with Salmon in the Classroom and several of our grade level science kits. Franklin Conservation District instructors come into classrooms for an hour a day for a week and teach students about wheat and its importance in our region, all the products we consume using wheat, erosion, the water cycle, plant DNA, crossbreeding plants to get new varieties, and the global impact our region makes on the rest of the world with our wheat. They also learn about scientists who have curbed hunger in parts of the world

using agricultural techniques to solve problems. Students do a hands-on activity each day and have highly engaging instructors and materials. They are regularly adding and improving their presentations each year to make them even better and provide all student materials.

I have colleagues who have participated in the other programs offered by the Franklin Conservation District and there is one consensus. These are high-quality programs that support grade level standards and have a high-level of engagement for students. This is a great way for our schools to connect with the community and its resources. These programs are a great asset with no cost to the district, school, teachers or students and families. Please help support the continuation of these programs and the great staff that makes them happen.

Sincerely,

Beth Austin

4th grade teacher, Ruth Livingston Elementary




Dear Members of the Pasco City Council,

I am writing to provide my support for the annexation of the City of Pasco into the Franklin Conservation District's service area. I was born and raised in Pasco and have been back living, teaching, and coaching here for over 15 years. One of my Human Geography classes' favorite projects of the year is taking part in the Salmon in the Classroom Program.

This program teaches them about the responsibilities and duties we have to protect and care for our environment. They not only learn the value of salmon themselves but see the impact these fish have on the ecosystem as a whole. Often teens (and adults) feel like there is "nothing they can do to help" and this provides them with something they can do. The confidence gained from work such as this is invaluable. This hands on project would not be possible without the guidance and support of the folks at the Franklin Conservation District.

I support the annexation of our city into the Franklin Conservation District. This will expand our educational resources and ensure that our residents are educated about conservation and its importance in our city.

Thank you for your time and efforts to make Pasco the best it can be.

Sincerely,

Matt Potter
Dean of Student Formation
Salmon in the Classroom Teacher
Tri-Cities Prep High School
Pasco, WA

18 OCT 24

Pasco City Council

525 N 3rd Ave

Pasco, WA 99301

Dear Members of the Pasco City Council,

I am writing to express my strong support for the Franklin Conservation District's request to annex the City of Pasco into their district. As a resident who has greatly benefited from their services, particularly through the Heritage Garden program, I believe this annexation would bring substantial value to our community.

The Heritage Garden program has been an invaluable resource for me. When I decided to create a water-wise, sustainable garden that reflects our region's natural beauty, the Franklin Conservation District provided exceptional support. Their staff were knowledgeable, approachable, and eager to assist, offering practical advice on native plants and sustainable gardening practices. This guidance is helping me establish a thriving garden that conserves water and supports local wildlife.

Moreover, the Franklin Conservation District has shown a strong commitment to promoting conservation practices that benefit both individuals and the broader community. By annexing the City of Pasco into the District, residents would gain greater access to these vital resources and services. This inclusion would encourage sustainable land use, improve water quality, and foster responsible stewardship of our natural resources—initiatives essential for the long-term health and well-being of our community.

I urge the City Council to approve the Franklin Conservation District's request for annexation. Expanding their reach into Pasco would provide residents with more opportunities to engage in conservation efforts and learn about sustainable practices, ultimately making our city a more resilient place to live.

Thank you for considering my support for this important initiative.

Sincerely,

David Cohoe

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

Dear Members of the Pasco City Council,

We are writing to express our strong support for the Franklin Conservation District's request to annex the City of Pasco into their district. As residents we benefit from their services, including the *Heritage Gardens* program, we believe their annexation would provide substantial value to our community.

From 2000-06, Franklin Conservation District (FCD) facilitated Jenny's adoption of the *Salmon in the Classroom* program. This provided the basis for an enduring collaborative attitude toward community endeavors. We shared teacher trainings to focus on environmental and sustainability education, always supporting and learning from one another.

As a natural extension, we have adopted a mindset of converting our acre into a water-wise sustainable mix of gardens that reflect local natural beauty and provide some habitat for wildlife. FCD has been very supportive of our efforts to learn about native plants, their selection and cultivation.

Committed to demonstrating and promoting conservation practices, FCD benefits individuals, neighborhoods, and the entire community. By annexing the City of Pasco into the District, our residents would gain greater access to these invaluable resources and services. This inclusion would promote sustainable land use practices, improve water quality, and encourage the responsible stewardship of our natural resources-initiatives that are essential for the long-term health and well-being of our community.

We urge the City Council to approve the Franklin Conservation District's request for annexation. Expanding their reach into Pasco would provide our residents with more opportunities to engage in conservation efforst and learn about sustainable practices, ultimately making our city a more resilient place to live.

Thank you for considering our support for this important initiative.

Sincerely,

Jenny & Pete Rieke
9104 Pooler Street
Pasco, WA 99301

913 Rd 54 Pasco, Wa 99301

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

Dear Members of the Pasco City Council,

I am writing to express my strong support for the Franklin Conservation District's request to annex the City of Pasco into their district. As a resident who has greatly benefited from their services, particularly the Heritage Garden program, I believe this annexation would provide substantial value to our community.

The Heritage Garden program has been an invaluable resource for me. When I decided to create a water-wise, sustainable garden that reflects our region's natural beauty, the Franklin Conservation District was incredibly easy to work with and provided a wealth of knowledge and support. Their staff members were always prompt, professional, and eager to assist, offering practical advice on native plants and sustainable gardening practices. This guidance helped me establish a beautiful and thriving garden that conserves water and supports local wildlife.

My neighbors have been curious about what I was doing. When the plants were just planted I had flags to show where the plants were. The neighbors were wondering what I was doing. Now that flowers are blooming, I get nothing but complements and questions about the process. The Heritage Garden program has supported me when I needed advice. I could not have done this on my own.

Moreover, the Franklin Conservation District has demonstrated a commitment to promoting conservation practices that benefit both individuals and the community as a whole. By annexing the City of Pasco into the District, our residents would gain greater access to these invaluable resources and services. This inclusion would promote sustainable land use practices, improve water quality, and encourage the responsible stewardship of our natural resources—initiatives that are essential for the long-term health and well-being of our community.

I urge the City Council to approve the Franklin Conservation District's request for annexation. Expanding their reach into Pasco would provide our residents with more opportunities to engage in conservation efforts and learn about sustainable practices, ultimately making our city a more resilient place to live.

Thank you for considering my support for this important initiative.

Sincerely,

Alice Allison

Marie Hutson
7912 Spieden Drive
Pasco, WA 99301

August 18, 2025

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

Dear Members of the Pasco City Council,

I am writing to express my strong support for the Franklin Conservation District's request to annex the City of Pasco into their district. As a resident who is planning on incorporating a water-wise sustainable garden in my landscaping,, I believe this annexation would provide substantial value to our community.

When researching ways to improve my landscape, I was referred to the Heritage Garden and was excited to work with them to create a water-wise, sustainable garden that reflects our region's natural beauty, I was disappointed to hear that these valuable services are not available to me since I am living in Franklin County.

I believe the Franklin Conservation District has demonstrated a commitment to promoting conservation practices that benefit both individuals and the community as a whole. By annexing the City of Pasco into the District, our residents would gain greater access to these invaluable resources and services. This inclusion would promote sustainable land use practices, improve water quality, and encourage the responsible stewardship of our natural resources—initiatives that are essential for the long-term health and well-being of our community.

I urge the City Council to approve the Franklin Conservation District's request for annexation. Expanding their reach into Pasco would provide our residents with more opportunities to engage in conservation efforts and learn about sustainable practices, ultimately making our city a more resilient place to live.

Thank you for considering my support for this important initiative

Sincerely,

Marie

Marie Hutson

PASCO
Chamber of Commerce

September 15, 2025

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

Dear Pasco City Council Members,

On behalf of the Pasco Chamber of Commerce, I write to express our strong support for the City of Pasco to be annexed back into the Franklin Conservation District (FCD). This partnership represents a valuable opportunity to align local conservation efforts with the needs of our growing urban and agricultural communities.

The Franklin Conservation District has long played a critical role in promoting environmental stewardship, sustainable development, and natural resource education throughout the region. While the City of Pasco is currently outside the FCD's official boundaries, its residents and students have benefited for years from FCD's services, many of which are provided at no cost.

The Chamber particularly values the following FCD programs that benefit Pasco:

- **Heritage Gardens** – These water-wise, low-maintenance landscapes conserve water, support native pollinators, and educate the public on sustainable landscaping practices.
- **Shrubsteppe Habitat Mitigation** – With Pasco experiencing rapid growth and development, the FCD has been assisting the City with mitigation of shrubsteppe loss.
- **Franklin County Water Conservancy Board Support** – FCD's technical support of the Franklin County Water Conservancy Board helps provide a valuable resource for water right changes and transfers in our County.
- **Youth Education and Outreach Programs** – FCD has delivered robust hands-on science and natural resource education to thousands of students in Pasco schools. These programs inspire stewardship, enhance classroom learning, and create future leaders in conservation and sustainability.

The Pasco Chamber of Commerce believes the official inclusion of the City of Pasco into the Franklin Conservation District will formalize and strengthen a longstanding partnership, ensuring all residents have equitable access to conservation services, technical assistance, and educational programs that support a thriving and resilient community.

Sincerely,

Colin Hastings
Pasco Chamber of Commerce

FRANKLIN PUD

1411 W. Clark · P.O. Box 2407
Pasco, WA 99302-2407
509-547-5591
WWW.FRANKLINPUD.COM

October 6, 2025

City of Pasco
Attn: Harold Stewart
525 N 3rd Avenue
Pasco, WA 99301
**Sent via email to: stewarth@pasco-wa.gov**

**RE: Franklin Conservation District Letter of Support: Effective and Valued Community Partner**

I am writing to express my sincere appreciation for the relationship with Franklin Conservation District (FCD). We consider the FCD to be an effective and highly valued community partner. The District's interactions with the FCD have always been positive and productive, demonstrating their commitment to fostering strong working relationships within our community.

We believe they are positive and essential contributors to our community for many reasons, including the valuable work we have seen firsthand. We have partnered with the FCD in providing youth educational programs such as the Salmon in the Classroom and Salmon Power (funded by Franklin PUD) throughout Franklin County elementary schools. Through these programs students understand that modern river management provides for clean, reliable and renewable hydropower generation as well as safe salmon passage which supports maintaining the lower Snake River dams. The District highly values the relationship we have with the FCD.

We fully support the FCD's strategy and purpose, and we look forward to continuing our productive partnership to educate our community on important topics that will have lasting impacts for future generations to come. Please contact me if you have any questions. I can be reached at (509) 542-5901 or email address vfuentes@franklinpud.com.

Thank you,

Victor Fuentes
General Manager/CEO

jm

c: Central Files

Kara Kaelber, Franklin Conservation District

LTR 2025-109

# AGENDA REPORT

FOR: City Council — January 30, 2025

TO: Richa Sigdel, Deputy City Manager — City Council Regular Meeting: 3/16/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: *Resolution No. 3714- Authorizing the City Manager to Execute Purchase and Sale Agreement to Purchase Franklin County Parcel Number 124710063 (5 minutes)

## I. ATTACHMENT(S):

Resolution
Purchase and Sale Agreement
Phase 1 Environmental Site Assessment

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to approve Resolution No. 3714, authorizing the Purchase of Franklin County Parcel No. 124710063, and further, authorize the City Manager to execute the closing documents.

## III. FISCAL IMPACT:

The total purchase price for the 80-acre parcel is $2,250,000, payable in cash at closing, with potential adjustments only for holdback or credit provisions within the PSA. Additional budget authority to City's Economic Development Fund was approved by Council as part of the Mid-Biennium Budget Adjustment ordinance adopted on December 1, 2025.

City's Economic Development Fund is unique because it doesn't just support business recruitment but also owns and manages the farm circles irrigated by Process Water Reuse Facility's reused water. These lands are leased to farmers, and the lease revenue flows back into the fund, making it the primary source of ongoing economic development revenue. Since the fund is responsible for maintaining the land, equipment, wells, and preparing newly acquired land for future use, using the fund's reserves to purchase additional land is appropriate. The land directly supports the PWRF, generates revenue, and falls squarely within the fund's established purpose and responsibilities. Budget was authorized from Economic Development fund during the Mid-Biennium Budget Adjustment to purchase this property.

Additional financial considerations include:

A lease of this parcel will generate $50,000 in revenue in 2028 for alfalfa crop production, with no rent due in 2026–2027 based on crop rotation and wastewater program management needs.

No utility cost burdens are imposed on the City for agricultural operations; the City retains control of irrigation and wastewater application systems.

## IV. HISTORY AND FACTS BRIEF:

Background:
The City of Pasco has negotiated a Real Estate Purchase and Sale Agreement (PSA) with Voss Farms Limited Partnership and DS Ranch Holdings, LLC for acquisition of approximately 80 acres located on Franklin County Parcel No. 124710063. Public and private investments made to expand PWRF utility relied on expansion of land to accommodate additional reuse water. To use the facility at its full capacity, City needs to acquire approximately additional 450 acres in land. In addition to the need for additional land, this acquisition is highly advantageous for the City, as it already owns the adjacent half of this farm circle and has begun installing irrigation infrastructure on that portion. By purchasing this property, the City can immediately utilize an additional 80 acres for PWRF reuse water application with minimal additional investment. Developing a new irrigation circle elsewhere could cost between $1.5 million and $6 million, depending on location, easement needs, and site conditions. This purchase therefore represents substantial cost savings and operational efficiency for the City.

The PSA outlines terms under which the Seller conveys fee simple title, including the need for a pre-closing fulfillment deed transferring title between the Seller entities prior to recording the deed to the City. The City has already entered into a Temporary Right of Entry to allow installation of pipeline infrastructure prior to closing, consistent with the City's utilities program planning.

Additionally, at closing the City will execute an agricultural Lease with DS Ranch Holdings, LLC, allowing the Seller to farm the property until December 31, 2028, with the City retaining operational control related to wastewater reuse requirements. The Seller will retain ownership of the Timothy hay crop planted prior to closing, subject to the lease terms.

Phase 1 Environmental Site Assessment was completed and no indications of significant environmental conditions were observed at the site or apparent from environmental records. The report is attached to this agenda report.

Finally, a Holdback Agreement requires $15,000 of the purchase price to be placed in escrow to ensure the Seller removes an existing irrigation pivot and restores the site by June 30, 2026. The City will be able to self-perform the work and draw from the holdback if the Seller fails to meet the deadline.

## V. DISCUSSION:

Recommendation:
Staff recommends that the City Council authorize the City Manager to execute the Real Estate Purchase and Sale Agreement, Lease, and Holdback Agreement for Franklin County Parcel 124710063 and take all necessary steps to close the transaction.

Constraints:

1. Title Clearance Dependencies: Seller must terminate the existing Land Sale Contract, leases, and contracts; remove all liens; and provide a fulfillment deed prior to conveyance to the City.
2. Due Diligence Timeline: The City holds a 30-day due diligence period with two possible 30-day extensions. Failure to deliver timely notice would void contingencies.
3. Environmental and Water Rights Conditions: The City relies on Seller-provided documents regarding environmental disclosures, water rights, and chemical application history.
4. Operational Constraints Under Lease: The City's wastewater reuse obligations require flexibility and control over agricultural timing, irrigation, and crop rotation. Lessee operations must comply with the City's CRP/FOR and State Discharge Permit.
5. Completion Work Risk: Removal of the pivot and site restoration must be completed by June 30, 2026. Failure to do so could impose administrative or project delays on City operations.

Next Steps:

1. City Manager proceeds with execution of the agreement.
2. Monitor post-closing Seller obligations and pivot removal activities under the Holdback Agreement.
3. Initiate agricultural lease administration and wastewater reuse operational planning for the site.

Alternatives:

1. Approve with Amendments: Council may authorize execution subject to specific modifications or clarifications to agreement terms.
1. Postpone Decision: Council may defer action to provide time for further review of financial, operational, or environmental considerations.
2. Decline to Authorize Execution: Council may choose not to proceed,

which would forgo acquisition of a strategically valuable parcel for PWRF.

**RESOLUTION NO. ____**

**A RESOLUTION** OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE OF FRANKLIN COUNTY PARCEL NO. 124710063 WITH VOSS FARMS LIMITED PARTNERSHIP AND DS RANCH HOLDINGS, LLC.

**WHEREAS**, on October of 2025, the City of Pasco was made aware that the Franklin County Parcel No, 124710063 was available for purchase; and

**WHEREAS**, the City Council has determined that the purchase of the property is satisfactory to the goals of its Process Water Reuse Facility Utility; and

**WHEREAS**, Voss Farms Limited Partnership and DS Ranch Holdings, LLC have agreed to the sale of the property for the amount of Two Million Two Hundred Fifty Thousand and 00/100 ($2,250,000.00) Dollars; and

**WHEREAS**, the City has adequate funds that were authorized during the Mid-Biennium Budget adjustment approved on December 1, 2025;

**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 purchase and sale agreement with Voss Farms Limited Partnership and DS Ranch Holdings, LLC.

**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 the Purchase and Sale Agreement between the City of Pasco and Voss Farms Limited Partnership and DS Ranch Holdings, LLC as attached hereto and incorporated herein as **Exhibit A**.

**Be It Further Resolved,** that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Purchase and Sale Agreement 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 _____, 20__.

_____
Charles Grimm
Mayor

ATTEST:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
Ogden Murphy Wallace, PLLC
City Attorney

**REAL ESTATE**
**PURCHASE AND SALE AGREEMENT**

**(Franklin County APN 124710063)**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered as of the later of the Parties' signatures below (the "**Effective Date**"), by and between VOSS FARMS LIMITED PARTNERSHIP, a Washington general partnership and DS RANCH HOLDINGS, LLC, a Washington limited liability company (Voss Farms Limited Partnership and DS Ranch Holdings, LLC are each a "**Seller Entity**" and collectively referred to as "**Seller**") and CITY OF PASCO, a Washington municipal corporation ("**Buyer**") (Buyer and each Seller Entity are each individually a "**Party**" and collectively the "**Parties**").

**R E C I T A L S:**

A. Voss Farms Limited Partnership is the owner of that certain commonly known as Franklin County parcel number 124710063, consisting of approximately eighty (80) acres and legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Voss Farms Limited Partnership, as vendor, and DS Ranch Holdings, LLC, as vendee, are parties to that certain Real Estate Contract dated November 1, 2024 (the "**Land Sale Contract**") whereby DS Ranch Holdings, LLC has acquired the right to obtain legal title thereto upon satisfaction of certain financial obligations to Voss Farms Limited Partnership and take possession of the Property.

C. The Property being transferred includes the real property, any improvements and fixtures located on the real property, any rights, privileges, and easements, including but not limited to water rights, appurtenant to the Property, Seller's rights (if any) in all intangible property related to the Property (including names and permits) and, at Buyer's option, certain contracts in connection with the ownership and maintenance of the Property, which shall be transferred, conveyed, and assigned by an Bill of Sale and Assignment of Contracts substantially in the form attached hereto as Exhibit E, the original of which Seller agrees to execute at Closing. Seller will retain ownership of the Timothy hay crop which is currently planted on the Property, and which will be harvested subject to the Lease that Seller and Buyer will enter at Closing.

D. Seller is willing to sell the Property and Buyer desires to purchase the Property on the terms and conditions set forth in this Agreement.

E. Contemporaneously with the execution of this Agreement, Seller and Buyer are entering into that certain Temporary Right of Entry and Construction Agreement (the "**Right of Entry**"). The parties acknowledge that the Right of Entry grants Buyer the limited right to enter the Property prior to Closing for the specific purpose of installing a pipeline and related infrastructure.

F. Buyer and DS Ranch Holdings, LLC have agreed that, upon Closing, Buyer shall lease the Property back to DS Ranch Holdings, LLC pursuant to the terms of a lease agreement in the form attached hereto as Exhibit I (the "**Lease**").

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

## ARTICLE I.
## AGREEMENT TO SELL AND PURCHASE

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller on the terms and conditions expressly set forth in this Agreement.

## ARTICLE II.
## PURCHASE PRICE

2.1 Purchase Price. The purchase price of the Property is Two Million Two Hundred Fifty Thousand and 00/100 ($2,250,000.00) Dollars subject to reduction provided by the Holdback Agreement and any credits due to Buyer hereunder and increased by any credits due to Seller hereunder (the "**Purchase Price**").

2.2 Manner of Payment. The Purchase Price shall be paid in cash or immediately available funds at Closing.

## ARTICLE III.
## DESIGNATION OF ESCROW AGENT

Upon execution of this Agreement, Buyer will open an escrow with Ticor Title Company, 2713 N. 20th Avenue, Suite 120, Pasco, Washington 99302 ("**Title Company**") Attn: Jennifer Lopez (the "**Escrow Agent**") email: Jennifer.lopez@ticortitle.com

## ARTICLE IV.
## TITLE TO PROPERTY

4.1 Title Review; Survey Review; "Permitted Exceptions". Buyer has obtained a title commitment for an owner's standard coverage policy of title insurance from the Title Company naming Buyer as the insured in the amount of the Purchase Price (Commitment Number 472533589) (the "**Title Commitment**"). Seller shall provide a copy of any survey in its possession of the Property to the Title Company and to Buyer and Buyer's counsel within three (3) days of the Effective Date. Buyer may review the Title Commitment and such other matters of title as Buyer may elect to examine, and Buyer shall notify Seller of any objections Buyer may have to the title, in accordance with the procedure outlined below:

4.1.1 Buyer's Notification. Not later than ten (10) days after the Effective Date or receipt of the Title Commitment, Buyer shall deliver written notification to Seller of Buyer's approval or disapproval of the Title Commitment, which notification shall list each exception in Schedule B thereof to which Buyer objects ("**Buyer's Notification**"); provided, however, that regardless of whether Buyer delivers Buyer's Notification, Seller agrees that all monetary encumbrances or liens recorded against the Property (other than installments of local improvement districts not yet due and payable, and taxes to be prorated as of Closing) shall be paid or discharged

by Seller on or before Closing and the Land Sale Contract, and all leases between Voss Farms Limited Partnership and Clayton Voss shall be terminated and removed from Title (collectively the "**Disapproved Exceptions**"). Except for the Disapproved Exceptions, any exceptions not objected to or disapproved by Buyer in writing shall be deemed Permitted Exceptions.

4.1.2 Seller's Response. Seller shall have seven (7) days after receipt of Buyer's Notification to deliver written notice to Buyer ("**Seller's Response**") identifying those title exceptions, if any, to which Buyer objected in Buyer's Notification which Seller agrees, in addition to monetary encumbrances or liens, to cause to be removed from the Title Policy (hereinafter defined) on or before Closing. The absence of a Seller's Response within the time herein provided shall constitute Seller's notice to Buyer of Seller's election not to remove any such exceptions, other than monetary encumbrances or liens. On or before the Closing Date, Seller shall remove those title exceptions that Seller has stated in Seller's Response it intends to remove and all monetary encumbrances or liens.

4.1.3 Buyer's Right to Terminate. If Seller does not notify Buyer in Seller's Response that Seller will remove all exceptions disapproved by Buyer, then Buyer shall have the right to terminate this Agreement upon written notice given to Seller on or before the Closing Date. If Buyer terminates this Agreement on such basis, the provisions of Section 3.3 shall apply. If Buyer does not give written notice of termination within the time period provided in this Subsection 4.1.3, then all title exceptions disclosed on the Title Commitment, other the Disapproved Exceptions, shall be included as part of the Permitted Exceptions.

4.1.4 New Exceptions. The procedure for Buyer's Notification and Seller's Response and Buyer's Right to Terminate as provided in Subsections 4.1.1 and 4.1.2 above shall apply to any title exceptions that first appear after Buyer's receipt of the Title Commitment (each a "**New Exception**"), except that if the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; *provided,* however, that if a New Exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such New Exception. Title encumbrances or exceptions created by or resulting from the act of Buyer shall not be considered New Exceptions.

4.1.5 Effect of Seller's Failure to Cause Exceptions to be Removed. If Seller shall fail to remove on or before Closing any Title Exception required to be removed hereunder, then Buyer shall have the right either (a) to terminate this Agreement and receive reimbursement of Buyer Expenses (defined below), or (b) to proceed to Closing and to accept title to the Property subject to such title exceptions, in which case such additional exceptions shall be included among the Permitted Exceptions.

4.2 Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (a) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (b) terminate this Agreement and receive a reimbursement of Buyer's Expenses from Seller.

4.3 Deed. Title shall be conveyed at Closing by a Statutory Warranty Deed, subject only to the Permitted Exceptions, in the form attached hereto as Exhibit B and incorporated herein by this reference (the "**Deed**").

## ARTICLE V.
## CONDITIONS

5.1 Due Diligence Condition. Buyer's obligation to purchase the Property is contingent upon Buyer's determination, in its sole and absolute discretion, that it is satisfied with its investigation of all aspects of the Property, including, but not limited to, value, condition, marketability, title matters, environmental conditions, zoning, land use, and all other factors and conditions which Buyer considers relevant to its contemplated use of the Property, and the feasibility of its prospective purchase and ownership thereof and that it has received any necessary approval from its Board of Commissioners (the "**Due Diligence Condition**"). Buyer shall provide Seller with copies of all investigation reports.

5.2 Property Information; Disclosure Statement. Within five (5) days following the Parties' mutual execution of this Agreement, Seller agrees to deliver and/or make available to Buyer the information set forth on Exhibit F (the "**Property Information**"). Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the "**Disclosure Statement**"); *provided*, however, that if the answers to any of the questions in the section entitled "Environmental" would be "yes," Buyer does not waive receipt of the "Environmental" section of the Disclosure Statement, and Seller shall deliver to Buyer the "Environmental" section of the Disclosure Statement fully completed within five (5) business days following the Parties' mutual execution of this Agreement.

5.3 Contracts, Leases, and Personal Property. Within ten (10) days following the Effective Date, Seller agrees to deliver and/or make available to Buyer all unrecorded contracts, if any, relating to Seller's ownership or operation of the Property in effect on the Effective Date that may be assignable to Buyer at Closing, including but not limited to, those set forth on Exhibit G. Prior to the expiration of the Due Diligence Period, Buyer shall notify Seller in writing of any contracts that it wishes to assume (the "**Assumed Contracts**") and Seller shall terminate all other unrecorded contracts and all leases which pertain to Seller's ownership or operation of the Property at Closing at Seller's cost. Seller shall remove all personal property from the Property prior to Closing. Buyer's failure to notify Seller in writing of any contracts that it wishes to assume shall mean Buyer has elected to not to assume any Assumed Contracts. Buyer shall have no liability for any loss or damage to any personal property left on the Property after Closing whatsoever, Seller shall be responsible for the cost of removal and disposal of any personal property left on the Property. Should Seller fail to remove any personal property at Closing, Buyer may remove or dispose of the personal property at its discretion and Seller shall pay the cost of such removal and/or disposal and any related damages within ten (10) days of Buyer's demand. If Buyer elects to assume any Assumed Contracts, Seller shall assign the Assumed Contracts to Buyer at Closing, with Buyer responsible for the payment of any fee, use tax or charge imposed by any party to any such Assumed Contract in connection with such transfer. The list of Assumed Contracts will be attached to the Bill of Sale and Assignment of Contracts.

5.4 Right of Access. Buyer and its officers, agents, employees, consultants, and designees shall be afforded access and entry onto and into the Property from the Effective Date through the Due Diligence Period for inspection and investigation, to perform appraisals and surveys, and to conduct such additional studies, tests and inspections as Buyer may elect in order to fully investigate the Property, including, but not limited to, Phase 1 environmental assessment and a Phase II environmental assessment, if applicable. Buyer shall provide Seller at least 24 hours advance notice, which may be by email, prior to performing any excavation, drilling, or other invasive testing and shall provide an opportunity for Seller and Seller's consultants to be present. Any such approved work shall be conducted in accordance with applicable law by Buyer, its consultants or contractors in accordance with accepted industry practices, and Buyer will cause the Property to be promptly repaired and restored to a condition reasonably comparable to that existing immediately preceding such action at Buyer's expense. Seller covenants it will legally secure access to any portion of the Property that is occupied by tenants for Buyer's inspections as provided herein. Seller shall take all necessary affirmative steps, including providing written notice of entry to tenants or occupants immediately upon the Effective Date, to ensure access is granted. This right of access is in addition to Buyer's rights under the Right of Entry and parties agree that Buyer's entry upon the Property and commencement of such work pursuant to the Right of Entry shall not constitute (i) Buyer's acceptance of the condition of the Property, (ii) a waiver of any Buyer contingencies set forth in this Agreement, or (iii) "possession" of the Property for purposes of transferring the risk of loss or triggering payment obligations under this Agreement.

5.5 Due Diligence Period. Buyer shall have until thirty (30) days from the Effective Date (the "**Due Diligence Period**") to determine Buyer's satisfaction of the Due Diligence Condition. This Agreement shall terminate, unless Buyer gives written notice to Seller on or before the expiration of the Due Diligence Period (the "**Due Diligence Waiver Notice**"), as the same may be extended, that the Due Diligence Condition has been satisfied. If such notice is timely given, the Due Diligence Condition shall be deemed satisfied. Buyer shall have the right to extend the Due Diligence Period twice for a period of thirty (30) days each by providing written notice to Seller on or before the expiration of the Due Diligence Period.

## ARTICLE VI.
## CONDITIONS TO CLOSING

6.1 Buyer's Conditions. In addition to any conditions provided in other provisions of this Agreement, Buyer's obligation to purchase the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.1.1 Compliance by Seller. Seller shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Seller on or before the Closing Date.

6.1.2 Correctness of Representations and Warranties. The representations and warranties of Seller as expressly set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if those expressly stated representations and warranties had been made on and as of the Closing Date, unless Buyer shall have discovered information prior to Closing which impacts those representations and warranties and so notifies Seller in writing (in which event Seller shall be deemed to have modified such representations and

disclosures) and shall have given Buyer the opportunity to terminate or withdraw from this transaction at or prior to Closing with a full refund of its Deposit.

6.1.3 Title Policy. The Title Company shall be prepared to issue the Title Policy subject only to the Permitted Exceptions or other exceptions created by or because of Buyer.

6.1.4 Satisfaction of Land Sale Contract. At or prior to Closing, Seller shall ensure: (ii) Each Seller Entity shall pay all outstanding principal, interest, and fees due under the Land Sale Contract for the Property; and (iii) Voss Farms Limited Partnership shall prepare a duly executed and notarized fulfillment deed to DS Ranch Holdings, LLC, in recordable form, conveying fee simple title of the Property from the Voss Farms Limited Partnership to DS Ranch Holdings, LLC (the "**Fulfillment Deed**") which shall be delivered to the Title Company and expressly provide the deed is given in full fulfillment of the Land Sale Contract. It is a condition precedent to Buyer's obligation to close that the Title Company shall record the Fulfillment Deed immediately prior to the recording of the Deed to Buyer, ensuring that Seller conveys good and marketable fee simple title of the Property to Buyer free and clear of the Underlying Contract.

6.1.5 Holdback Agreement. Buyer, Seller and Escrow Agent shall have executed the Holdback Agreement.

6.1.6 Seller's Deliveries. Seller shall have delivered all of Seller's Deliveries to Escrow Agent on or before the Closing.

6.1.7 Termination of Contracts and Water Services Agreement. Seller shall have terminated all contracts relating to the Property and paid all amounts owing on or before Closing. Seller agrees to terminate the Water Services Agreement with South Columbia Basin Irrigation District after the Timothy hay crop that is currently planted is harvested in approximately June 2026. Seller agrees to terminate the Water Services Agreement with South Columbia Basin Irrigation District after the Timothy hay crop that is currently planted is harvested in approximately June 2026, *but in any event not later than November 30, 2026 and if such notice not given by October 30, 2026, Seller delegates to the City the Seller's right to terminate the Water Services Agreement.*

6.1.8

6.1.9 Leases and Personal Property. Seller shall have terminated all leases and contracts (except those affirmatively assumed by Buyer), the Property is vacant and unoccupied, and free of all personal property and debris from the Property.

6.1.10 Correctness of Representations and Warranties. The representations and warranties of Seller stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

6.2 Seller's Conditions. In addition to any conditions provided in other provisions of this Agreement, Seller's obligation to sell the Property is subject to the fulfillment prior to Closing of each of the following conditions:

6.2.1 Compliance by Buyer. Buyer shall have performed and complied with all of the covenants, agreements, obligations and conditions required hereunder to be performed and complied with by Buyer on or before the Closing Date.

6.2.2 Correctness of Representations and Warranties. The representations and warranties of Buyer stated in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

6.2.3 Buyer's Deliveries. Buyer shall have delivered all of Buyer's Deliveries to Escrow Agent on or before the Closing Date.

## ARTICLE VII.
## DAMAGE AND DESTRUCTION AND CONDEMNATION

7.1 Risk of Physical Loss. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. In the event that any material portion of the Property shall be damaged by fire, flood, earthquake or other casualty and such damage is inconsistent with Buyer's intended use of the Property, Buyer may, at its option, elect not to acquire the Property by giving written notice of its intent not to purchase within the earlier of the Closing Date or the date that is thirty (30) days after notice has been given to Buyer of any such event. If Buyer elects to terminate this transaction as a result of such damage, then this Agreement shall be terminated. A "material portion" of the Property shall mean damage to a portion of the Property such that the Property cannot be developed for Buyer's intended use or can only be developed for Buyer's intended use at a significant additional cost or delay.

7.2 Condemnation. In the event that, prior to the Closing Date, any governmental entity other than Buyer shall have commenced any actions of eminent domain or similar type proceedings to take any portion of the Property, Buyer shall have the option, which shall be exercised by written notice to Seller delivered within ten (10) days after Buyer receives notice of such action, either to (i) elect not to acquire the Property or (ii) complete the acquisition of the Property according to the terms set forth herein, in which event Buyer shall be entitled to all the proceeds of such taking.

## ARTICLE VIII.
## CLOSING

8.1 Closing Date. After Buyer provides the Due Diligence Period Waiver Notice, Closing shall take place in the offices of Escrow Agent on the "**Closing Date**," which shall be on February 27, 2026 or as otherwise mutually agreed to by the Parties in writing; *provided*, however, that if such day falls on a day when the County recording office is closed, the Closing Date shall be the next following business day.

8.2 Deliveries to Escrow. The Parties shall deliver the following documents and funds to the Escrow Agent not later than 12:00 p.m. PST, on the business day immediately preceding the Closing Date:

8.2.1 By Seller. Seller shall deliver the following original documents and agreements, duly executed and acknowledged by Seller ("**Seller's Deliveries**"):

(a) The Fulfillment Deed in recordable form conveying fee title from Voss Farms Limited Partnership to DS Ranch Holdings LLC to be recorded immediately before the Deed.

(b) the Deed in the form attached hereto as Exhibit B;

(c) a real estate excise tax affidavit executed by Seller in a form required by law;

(d) FIRPTA Affidavit from each Seller Entity;

(e) the Bill of Sale and Assignment of Contracts in the form attached as Exhibit E;

(f) Original copies of all the Assumed Contracts, if any, that are in Seller's possession or control;

(g) Seller's Closing Certificate in the form attached hereto as Exhibit C, completed and duly executed;

(h) an original of a duly executed Holdback Agreement in the form attached as Exhibit H; and

(i) an original of the Lease, executed by DS Ranch Holdings, LLC in the form attached as Exhibit I.

(j) any and all such other documents or agreements consistent with the terms of this Agreement as may be required by Escrow Agent or the Title Company to close this transaction.

8.2.2 By Buyer. Buyer shall deliver to Escrow Agent, for delivery to Seller and/or recording the following funds and deliver or execute and acknowledge as required the following documents ("**Buyer's Deliveries**"):

(a) a real estate excise tax affidavit executed by Buyer in the form required by law;

(b) cash or immediately available funds in the amount of the Purchase Price plus Buyer's Closing Costs, with credit for any other items of credit agreed to by Seller or as provided in this Agreement ("**Buyer's Funds**");

(c) (ii) an original of a duly executed Holdback Agreement in the form attached as Exhibit H;

(d) any and all other documents, funds and agreements consistent with the terms of this Agreement as required by Escrow Agent or the Title Company to close this transaction;

(e) Buyer's Closing Certificate in the form attached hereto as Exhibit D, completed and duly executed.

(f) an original of the Lease, executed by Buyer in the form attached as Exhibit I.

8.3 Seller's Closing Costs. In connection with and at the Closing, Seller shall pay the cost of the base premium for the Title Policy, real estate excise tax, if any, property taxes including sales tax thereon, if any, costs incurred to remove monetary liens, Seller's brokage commissions and Seller's attorney's fees, if any, and one-half Escrow Agent's fees, including any additional fees charged by Escrow Agent or Title Company regarding administration of the Holdback Agreement. Outside of Escrow, Seller shall be responsible for the cost of providing the Property Information (as defined herein in Section 5.2) to Buyer. Outside of Escrow, Seller shall be responsible for the cost of providing the Property Information to Buyer.

8.4 Buyer's Closing Costs. In connection with and at the Closing, Buyer shall pay for any special endorsements requested by Buyer issued in connection with the Title Policy and the incremental cost for extended coverage; the cost of any survey required for extended title coverage (if not previously paid); the one-half Escrow Agent's fees, the costs of recording the Deed and related closing documents; and Buyer's own attorneys' and consultants' fees.

8.5 Prorations. All prorations shall be made as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs. Seller shall be responsible for all expenses and income of the Property applicable to the period prior to the Closing Date and Buyer shall be responsible for the expenses and income, if any, of the Property applicable to the period from and after the Closing Date. If any expenses are not determinable on the Closing Date, at the earliest possible opportunity following the Closing Date, Seller and Buyer shall make any final adjustments, but in no event later than ninety (90) days after Closing. Notwithstanding anything to the contrary herein, the following prorations shall apply:

8.5.1 Taxes.

(a) Seller shall pay in full any assessments against the Property at Closing, including property taxes prorated through the date of Closing. The parties acknowledge that Buyer is exempt from all taxes and special assessments of its property ("**Taxes**") pursuant to RCW 84.36.010 therefore, Seller will pay all Taxes, in each case, in connection with the Property and Seller may seek reimbursement for any overpayment from the applicable taxing authority directly pursuant to RCW 84.60.050 and Buyer shall not be obligated to pay any amounts related to any Taxes at Closing.

(b) Seller and Buyer acknowledge that the Property is currently classified as "Open Space" or "Farm and Agricultural" land pursuant to Chapter 84.34 RCW. At Closing, Buyer agrees to execute the "Notice of Continuance" required by the County to maintain such classification. Should the Property be removed from such classification following Closing, Seller shall be solely responsible for and shall pay all compensating taxes, additional taxes, interest, and penalties (collectively, the "**Recapture Tax**") assessed by the County Assessor resulting from such removal or the transfer of the Property or upon a determination by the County that the Property did not qualify for such qualification as of the Closing Date, upon written demand from Buyer. Seller shall indemnify and hold Buyer harmless from any liability for said Recapture Tax.

8.5.2 Utility Costs. Escrow Agent shall prorate all water, gas, sewer, electric and other utilities serving the Property (collectively, "**Utilities**") and amounts payable under any service contracts, annual permits and/or inspection fees as of the Closing Date on the basis of the actual days of the month in which the Closing Date occurs.

8.6 Closing. "**Closing**" shall be deemed to have occurred when the Deed has been recorded, the Purchase Price (adjusted for credits and debits to Seller's account made in accordance with this Agreement and less the Holdback Amount which shall be retained by Escrow Agent pursuant to the Holdback Agreement) has been delivered to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business.

8.7 Escrow Instructions. Each of the Parties may provide Escrow Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Escrow Agent.

## ARTICLE IX.
## POSSESSION

Subject to the Lease, Buyer shall be entitled to, and Seller shall deliver, possession of the Property upon Closing free and clear of all tenancies and occupants.

## ARTICLE X.
## REPRESENTATIONS AND WARRANTIES OF SELLER

10.1 Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, that:

10.1.1 Organization. Each entity comprising Seller is duly organized, validly existing, and in good standing under the laws of its state of formation and is qualified to do business in the State in which the Property is located.

10.1.2 Authority. Seller has the full right, title, authority and capacity to execute and perform this Agreement and to consummate the transactions contemplated herein.

10.1.3 Non-Foreign. Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

10.1.4 Litigation. There is no litigation pending, or, to Seller's knowledge, threatened, against Seller before any court or administrative agency which relates to the Property or which might result in Seller's being unable to consummate this transaction, other than this transaction.

10.1.5 No Conflict. Neither the execution of this Agreement nor the consummation by Seller of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Seller is a party; (ii) violate any restriction to which Seller is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Seller is aware.

10.1.6 Land Sale Contract/Leases. Each Seller entity has fulfilled its obligations under the Land Sale Contract and there are no obligations or liabilities remaining. Seller has terminated the following: Lease between Voss Limited Partnership and Clayton Voss regarding tax parcel 124-710-063, Lease between Voss Limited Partnership and Clayton Voss regarding tax parcel 124-710-013; Lease between Voss Limited Partnership and Clayton Voss regarding tax parcel 124-710-018. All amounts owing under the foregoing contracts have been paid in full and there is no further liability under such contracts.

10.1.7 Hazardous Substances. To the best of Seller's knowledge, there are no Hazardous Substances located on, in, under, or migrating to or from the Property. As used in this Agreement, "**Hazardous Substance**" shall mean and include (i) all toxic substances, wastes or materials, (ii) lead based paint, asbestos, petroleum and petroleum products, radioactive material, radon or urea formaldehyde, and (iii) any other hazardous substances, or materials which are included or regulated by any local, state, or Federal law, rule or regulation pertaining to environmental regulation, contamination, clean up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, and the Federal Insecticide, Fungicide and Rodenticide Act, as amended.

10.1.8 Crops. Seller shall have no right, title, or interest in the Crops, and expressly waives any right to enter the Property post-Closing for the purpose of cultivating, harvesting, or removing any Crops. Seller represents and warrants that any lease, license, or agreement granting a third-party rights to cultivate or harvest Crops on the Property has been validly terminated effective prior to Closing. Seller shall deliver to Buyer at Closing a written acknowledgment signed

by all tenants confirming that tenants has no further right, title, or interest in the Crops or the Property.

10.1.9 Agricultural Liens. All debts secured by agricultural liens on the Property have been satisfied in full or will be satisfied out of the Closing proceeds. Seller shall deliver to Title Company at Closing any UCC-3 termination statements or other lien releases sufficient to release all agricultural liens of record against the Crops.

10.1.10 Tenants.

(a) Seller has delivered to Buyer true, correct, and complete copies of all Leases, including all amendments, guaranties, and addenda thereto. There are no other agreements, written or oral, between Seller and any tenant regarding the Property.

(b) No tenant is entitled to any rent concessions, free rent, abatement, or set-off rights that are not explicitly set forth in the Leases provided to Buyer.

(c) To Seller's knowledge, (i) no tenant is in default under any Lease, (ii) Seller is not in default under any Lease, and (iii) no event has occurred which, with the giving of notice or passage of time, would constitute a default by either party.

(d) No tenant has any option to purchase the Property, right of first refusal, or right of first offer with respect to the Property.

(e) No tenant has prepaid rent for more than one (1) month in advance. No tenant is currently more than thirty (30) days in arrears in the payment of rent or other charges.

10.1.11 Assessments. Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the Preliminary Commitment.

10.2 Survival. All of the representations and warranties of Seller contained herein shall survive the Closing Date.

## ARTICLE XI.
## REPRESENTATIONS AND WARRANTIES OF BUYER

11.1 Representations and Warranties of Buyer. Buyer and the person executing this Agreement on behalf of Buyer hereby represent and warrant, as of the Effective Date and as of the Closing Date, that:

11.1.1 Organization. Buyer is a Washington municipal corporation duly organized and validly existing under Title 35A RCW.

11.1.2 Authority. Buyer has full right, title, authority and capacity to execute this Agreement and perform this Agreement subject to approval from its Board of Commissioners and to consummate all of the transactions contemplated herein, and the individual(s) who on Buyer's behalf execute and deliver the Agreement and all documents to be delivered to Seller hereunder are and shall be duly authorized to do so and have the full authority to bind Buyer to this Agreement.

11.1.3 No Conflict. Neither the execution of this Agreement nor the consummation by Buyer of the transactions contemplated hereby shall (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default, or result in a termination of any agreement or instrument to which Buyer is a party; (ii) violate any restriction to which Buyer is subject; or (iii) constitute a violation of any applicable law or legal requirement of which Buyer is aware.

11.2 Survival. All of the representations and warranties of Buyer contained herein shall survive the Closing Date.

## ARTICLE XII.
## ESCROW HOLDBACK

12.1 Post-Closing Completion Work. The parties acknowledge and agree that certain additional work remains to be completed post-closing by Seller at the Property (such work, the "**Completion Work**"):

> Seller shall remove the existing pivot from the Property (the "**Pivot**"), at Seller's sole cost and expense, which Pivot shall include the center pivot structures, all spans, towers, overhangs, tires, gearboxes, drive units, and electrical panels associated with the pivot. Upon removal, Seller shall fill in all wheel ruts, holes, and excavations resulting from the removal of the Pivot or its existing operation. Seller shall repair any damage caused by the Completion Work and shall cap the main water line connection in accordance with applicable local codes and grade the soil at the pivot center point and wheel tracks to a substantially level condition consistent with the surrounding grade. In performing the Completion Work (including the removal of the pivot), Seller covenants that it shall not release any Hazardous Substances, including hydraulic fluids, oils, or lubricants, onto the Property. Seller shall immediately remediate any such release to the satisfaction of the Buyer and in accordance with environmental laws as part of the Completion Work.

12.2 Standards and Timing. Seller shall cause the Completion Work to be performed, at its sole cost and expense, in a first-class, workmanlike manner, with all necessary permits and approvals, and in compliance with all applicable law. Seller shall diligently pursue the Completion Work to ensure final completion is achieved on or before June 30, 2026 (the "**Outside Completion Date**").

12.3 Holdback Amount. Buyer and Seller acknowledge and agree that an amount equal to Fifteen Thousand Dollars ($15,000) (the "**Holdback Amount**"), shall be held and retained by the Title Company following Closing to account for the costs of the Completion Work pursuant to the terms of an "**Holdback Agreement**" in the form attached hereto as Exhibit H, which shall be

executed and delivered by Buyer, Seller, and Title Company at the time of Closing. As detailed in the Holdback Agreement, the Holdback Amount is intended to compensate Buyer if Seller fails to complete the Completion Work by the Outside Completion Date. Any portion of the Holdback Amount not used by Buyer for such compensation shall be released to Seller upon completion of the Completion Work.

12.4 Performance of Completion Work. Seller agrees to diligently and continuously pursue completion of the Completion Work in a commercially reasonable manner as soon as possible following Closing. To the extent that any Completion Work has not been completed in accordance with this Agreement by the Outside Completion Date then Buyer may elect in its sole discretion to complete the development and construction of the Completion Work pursuant to the Holdback Agreement. Notwithstanding the Holdback Agreement, Seller shall be solely responsible for the full cost to Buyer of the Completion Work, and in the event Buyer is not fully compensated by the Holdback Amount pursuant to the Holdback Agreement, Seller shall reimburse Buyer for any excess cost incurred to complete the Completion Work upon written demand.

12.5 Indemnity. Each Seller Entity warrants and covenants to Buyer that DS Ranch Holdings, LLC is the sole owner of the Pivot with the right to perform the Completion Work. Upon removal of the Pivot (including related structures) from the Property, Voss Farms Limited Partnership nor any other person or entity shall claim any right, title, or interest in the Pivot. Seller shall indemnify, defend, and hold harmless the Buyer from any and all claims, demands, costs, liabilities, and expenses (including reasonable attorneys' fees) arising from any assertion of title or interest in the Pivot made by any person or entity.

## ARTICLE XIII.
## NOTICES

All notices, approvals, or other communications required or permitted hereunder to be given shall be in writing, and shall be personally delivered, delivered by nationally recognized overnight courier, mailed by first class mail, postage prepaid, or delivered or sent by fax or email to the Parties as set forth below. Notices shall be deemed effective (i) if delivered by overnight courier or by personal delivery, then on the date of delivery; (ii) if mailed, on the earlier of actual delivery or on the third business day after posting in the United States mail, postage prepaid, or (iii) if given by fax or email, when sent; *provided*, that if a notice sent via fax or email is sent on a day other than a business day, the notice shall be deemed effective on the first business day after being sent. At the request of either Party, or the Escrow Agent, the Parties will confirm facsimile or email transmitted documents by signing an original document.

If to Seller:

VOSS FARMS LIMITED PARTNERSHIP
1280 Voss Road
Pasco, WA 99301
Attn:_____
Email:_____

| | |
|---|---|
| And: | |
| | DS RANCH HOLDINGS, LLC<br>2631 Falls Road<br>Pasco, WA 99301<br>Attn: Tyler Halliday<br>Email: tyler@desertsunproduce.com |
| With a copy to: | Attorneys for DS Ranch Holdings, LLC:<br><br>MILLER, MERTENS & COMFORT, PLLC<br>1020 N. Center Pkwy, Suite B<br>Kennewick, WA 99336<br>Attn: Joel R. Comfort<br>Email: jcomfort@mmclegal.net |
| If to Buyer: | City of Pasco<br>525 North Third Avenue<br>Pasco, WA 99301<br>Attn: Michael Henao<br>Email: henaom@pasco-wa.gov |
| With a copy to: | Foster Garvey PC<br>1111 Third Avenue, Suite 3000<br>Seattle, WA 98101<br>Attn: Stephen DiJulio & Chelsea Glynn<br>Email: steve.dijulio@foster.com;<br>chelsea.glynn@foster.com |

## ARTICLE XIV.
## BROKERAGE COMMISSIONS

Seller and Buyer each represent and warrant to the other that they have not dealt with, negotiated with, or engaged any real estate broker, agent, finder, or similar intermediary in connection with this transaction. In the event any claim for a commission, finder's fee, or other compensation is asserted against a party by any broker or finder claiming to have been engaged by the other party, the party who allegedly engaged such broker or finder shall indemnify, defend, and hold the other Party harmless from and against any and all liabilities, costs, damages, and expenses (including reasonable attorneys' fees) arising out of such claim. The obligations of the Parties under this Section shall survive Closing.

## ARTICLE XIV.
## DEFAULT AND REMEDIES

14.1 Buyer's Remedies. In the event Seller fails to perform any act required to be performed by Seller pursuant to this Agreement on or before the Closing, then Buyer shall execute and deliver to Seller written notice of such breach, which notice shall set forth complete information about the nature of the breach. Seller shall have a period of ten (10) days to cure such breach and the Closing Date shall be extended accordingly to permit Seller to cure such breach, if necessary. If such breach remains uncured beyond the ten (10) day period described above, then Buyer's sole and exclusive remedy shall be either: (i) to cancel this Agreement, in which event Seller shall reimburse Buyer any fees and costs paid to third-party consultants, engineers, architects, and surveyors for inspections, environmental assessments, and surveys and attorneys' fees and costs incurred in the negotiation, preparation, and due diligence of this Agreement (collectively "**Buyer's Expenses**") or (ii) to seek specific performance of this Agreement, provided that the action for specific performance must be initiated in a court of competent jurisdiction. The foregoing shall not limit any rights of Buyer to be indemnified by Seller, or to receive attorneys' fees and costs as provided in this Agreement with respect to the breach by Seller of any express obligation to indemnify Buyer expressed in this Agreement, regardless of whether occurring before or after Closing.

14.2 Waiver of Trial by Jury. Seller and Buyer each hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with or related to, or incidental to, the dealings of the Parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise provided however that Seller does not waive its right to trial by jury in the event of an eminent domain action by Buyer. Any Party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other Party or Parties hereto to waiver of its or their right to trial by jury. Buyer and Seller further acknowledge and agree that this provision has been expressly negotiated and agreed upon between them and is for their mutual benefit.

14.3 Buyer and Seller Indemnification. Each party hereby agrees to indemnify the other party and defend and hold it harmless from and against any and all claims, including but not limited to environmental claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, attorneys' fees, resulting from (i) any misrepresentation or breach of warranty made by such party in this Agreement, as applicable, or in any document, certificate, or Exhibit given or delivered to the other pursuant to or in connection with this Agreement, or (ii) post-Closing or post-termination breach of a covenant which, by the terms hereof, survives the Closing or earlier termination of this Agreement.

## ARTICLE XV.
## MISCELLANEOUS

15.1 Attorneys' Fees. In the event of any litigation brought to enforce or interpret or otherwise arising out of this Agreement, the substantially prevailing Party therein shall be entitled

to an award of its fees and costs, including attorneys' fees, incurred therein, in the preparation therefor, and on any appeal or rehearing thereof.

15.2 Counterparts. This Agreement and any amendments hereto may be executed in one or more identical counterparts, and such counterparts, when taken together, shall constitute one and the same instrument.

15.3 Time. Unless otherwise specified in this Agreement, any period of time measured in days in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. PST of the last calendar day of the specified time period. If the last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. "Business day" means any day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of each provision of this Agreement.

15.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue in any action to enforce this Agreement shall be in the superior court of Franklin County, Washington.

15.5 Joint Obligations. "Seller" as used in this Agreement shall include the plural as well as the singular. If more than one person or entity executes this Agreement as Seller, the obligations, representations, warranties, and covenants of all such persons or entities under this Contract shall be joint and several. Buyer shall be entitled to rely upon any representation, warranty, or disclosure made by any individual comprising Seller as if such representation, warranty, or disclosure were made by all Sellers collectively. Seller acknowledges and agrees that Buyer is not required to independently verify representations with each individual Seller. Any notice, waiver, or consent given by one Seller regarding this Agreement shall be binding upon all Sellers

15.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and each Party's respective successors and assigns.

15.7 Survival of Provisions. The covenants, representations, agreements, terms and provisions contained herein shall survive the Closing and shall not be deemed to have merged with or into the Deed.

15.8 Exhibits. The Exhibits hereto are incorporated into and made an express part of this Agreement.

15.9 Further Acts. The Parties shall execute and deliver such further instruments and documents, and take such other further actions, as may be reasonably necessary to carry out the intent and provisions of this Agreement.

15.10 Confidentiality. Subject to the provisions of the Open Public Records Act and Open Public Meetings Act and as otherwise required by law or court order, Buyer and Seller hereby agree not to voluntarily disclose the contents of any letter of intent, this Agreement, the fact that negotiations have taken place between the Parties or the content or subject matter of such negotiations, or the nature or content of any information received from the other party regarding

the Property to any unrelated third Parties (including but not limited to Phase I or Phase II Assessment results) without first obtaining the prior consent of the other party, with the exception of such party's attorneys, accountants and consultants, and as applicable, members and their spouses.

15.11 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

15.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be executed and delivered by electronic signature (including by email transmission of a .pdf format data file or via an electronic signature platform) and that such electronic signatures shall have the same legal effect and enforceability as manual "wet ink" signatures.

15.13 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the Parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

[*SIGNATURE PAGE TO FOLLOW*]

EXECUTED by each Party as of the date next to that Party's signature.

**BUYER**:

**CITY OF PASCO,**
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

**SELLER**:

**VOSS FARMS LIMITED PARTNERSHIP,**
a Washington general partnership

By: _____
Name: _____
Title: _____
Date: _____

**DS RANCH HOLDINGS, LLC**,
a Washington limited liability company

By: _____
Derek Ellingsen, Member
Date: _____

By: _____
Tyler Halliday, Member
Date: _____

By: _____
Cody Jensent, Trustee
FC Trust, of January 5, 2022, Member
Date: _____

EXHIBITS

| | |
|---|---|
| Exhibit A | Legal Description |
| Exhibit B | Form of Deed |
| Exhibit C | Seller's Closing Certificate |
| Exhibit D | Buyer's Closing Certificate |
| Exhibit E | Bill of Sale and Assignment of Contracts and Intangibles |
| Exhibit F | Due Diligence Information |
| Exhibit G | Contracts, Leases and Rent Roll |
| Exhibit H | Holdback Agreement |
| Exhibit I | Lease |

## EXHIBIT A

## LEGAL DESCRIPTION

APN 124710063

East half of the Northwest quarter of Section 34, Township 10 North, Range 30 East, W.M., records Franklin County, Washington.

**EXHIBIT B**
**FORM OF DEED**

When Recorded Return to:

Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attention: Stephen DiJulio

**STATUTORY WARRANTY DEED**

| | |
|---|---|
| **Grantor:** | DS RANCH HOLDINGS, LLC, a Washington limited liability company ("**Seller**") |
| **Grantee:** | CITY OF PASCO, a Washington municipal corporation |
| **Legal Description:** | E 122.84 FT OF N 354.60 FT OF GL 5 IN NW 1/4<br>Complete legal description in Exhibit A |
| **APN:** | 124710063 |

DS RANCH HOLDINGS, LLC, a Washington limited liability company ("**Grantor**"), for and in consideration of Ten Dollars ($10.00) in hand and other valuable consideration, hereby conveys and warrants to the CITY OF PASCO, a Washington municipal corporation, the following described real estate situated in Franklin County, Washington legally described in Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT TO: The Permitted Exceptions set forth in Exhibit B attached hereto and incorporated herein by this reference.

**[Signatures on next page]**

DATED: _____ ___, 2026.

**GRANTOR**:

**DS RANCH HOLDINGS, LLC,**
a Washington limited liability company

By: _____
Derek Ellingsen, Member
Date: _____

By: _____
Tyler Halliday, Member
Date: _____

By: _____
Cody Jensent, Trustee
FC Trust, of January 5, 2022, Member
Date: _____

STATE OF WASHINGTON )
) ss.
COUNTY OF FRANKLIN )

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the authorized signatory of DS RANCH HOLDINGS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

_____
(Signature of Notary)

_____

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at_____.
My Appointment Expires:_____.

STATE OF WASHINGTON )
) ss.
COUNTY OF FRANKLIN )

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the authorized signatory of DS RANCH HOLDINGS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at_____.
My Appointment Expires:_____.

STATE OF WASHINGTON )
) ss.
COUNTY OF FRANKLIN )

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the authorized signatory of DS RANCH HOLDINGS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at_____.
My Appointment Expires:_____.

**Exhibit A**

**Property Legal Description**
[To be confirmed by Title Company]

**Exhibit B**

**Permitted Title Exceptions**

## EXHIBIT C

## SELLER'S CLOSING CERTIFICATE

**THIS SELLER'S CLOSING CERTIFICATE** (this "Certificate") is made and given as of _____ ___, 2026, by VOSS FARMS LIMITED PARTNERSHIP, a Washington general partnership and DS RANCH HOLDINGS, LLC, a Washington limited liability company (Voss Farms Limited Partnership and DS Ranch Holdings, LLC are each a "Seller Entity" and collectively referred to as "Seller") to and for the benefit of CITY OF PASCO, a Washington municipal corporation ("Buyer"), as follows:

## RECITALS

A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 2026 (the "Agreement") Seller agreed to sell to Buyer and Buyer agreed to buy the Property described in the Agreement.

B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

C. The Agreement requires, *inter alia*, as a condition to Buyer's obligations under the Agreement, Seller shall each execute and deliver this Certificate to Buyer at Closing.

## CERTIFICATE

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies and agrees as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein full.

2. Seller hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Buyer to rely upon each and all of Seller's Representations and Warranties as contained in Section 10.1 of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable by Seller.

[Signature page follows]

EXECUTED AND DELIVERED as of the date first stated above.

**SELLER**:

**VOSS FARMS LIMITED PARTNERSHIP,**
a Washington general partnership

By: _____
Name: _____
Title: _____

**DS RANCH HOLDINGS, LLC**,
a Washington limited liability company

By: _____
Derek Ellingsen, Member
Date: _____

By: _____
Tyler Halliday, Member
Date: _____

By: _____
Cody Jensent, Trustee
FC Trust, of January 5, 2022, Member
Date: _____

**EXHIBIT D**
**BUYER'S CLOSING CERTIFICATE**

**THIS BUYER'S CLOSING CERTIFICATE** (this "Certificate") is made and given as of _____, 2026, by CITY OF PASCO, a Washington municipal corporation ("**Buyer**") to and for the benefit of VOSS FARMS LIMITED PARTNERSHIP, a Washington general partnership and DS RANCH HOLDINGS, LLC, a Washington limited liability company (Voss Farms Limited Partnership and DS Ranch Holdings, LLC are each a "Seller Entity" and collectively referred to as "**Seller**") as follows:

**RECITALS**

A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 2026 (the "Agreement") Seller agreed to sell to Buyer and Buyer agreed to buy the Property described in the Agreement.

B. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

C. The Agreement requires, *inter alia*, as a condition to Seller's obligations under the Agreement, Buyer shall each execute and deliver this Certificate to Seller at Closing.

**CERTIFICATE**

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby certifies and agrees as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein full.

2. Buyer hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Seller to rely upon each and all of Buyer's Representations and Warranties as contained in Section 11.1 of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

[Signature page follows]

IN WITNESS WHEREOF, Buyer has executed this Agreement as of the date first set forth hereinabove.

**BUYER:**

**CITY OF PASCO**

By: _____
Name: _____
Its: _____

**EXHIBIT E**
**BILL OF SALE AND ASSIGNMENT OF CONTRACTS**

**Bill of Sale Assignment of Contracts**

Under imminent threat of eminent domain and for good and valuable consideration, the receipt of which is hereby acknowledged, VOSS FARMS LIMITED PARTNERSHIP, a Washington general partnership and DS RANCH HOLDINGS, LLC, a Washington limited liability company (Voss Farms Limited Partnership and DS Ranch Holdings, LLC are each a "Seller Entity" and collectively referred to as "**Seller**") does hereby sell, assign, transfer, and convey to CITY OF PASCO, a Washington municipal corporation ("**Buyer**") all of its right, title, and interest in and to:

A. The Assumed Contracts (as those terms are defined in the Real Estate Purchase and Sale Agreement dated _____, 20_____ between Seller and Buyer (the "Purchase Agreement") listed in **Schedule 1** and attached hereto; and

B. Any Intangible Property (as defined in the Purchase Agreement) listed in **Schedule 2** and attached hereto.

Seller hereby represents and warrants to Buyer that Seller is the lawful owner of the Intangible Property free and clear of all liens and encumbrances, and that Seller has all lawful right and authority to make this conveyance. Seller agrees to defend and hold Buyer harmless from and against all claims, actions, liabilities, related to the Intangible Property or under the Assumed Contracts, which arose or were incurred, or which were required to be performed, prior to or on the date hereof. Buyer agrees to defend and hold Seller harmless from and against all claims, actions, liabilities, related to the Intangible Property or under the Assumed Contracts, which arose or were incurred, or were required to be performed, after the date hereof.

[Signature page follows]

DATED: _____, 2026.

**SELLER**:

**VOSS FARMS LIMITED PARTNERSHIP,**
a Washington general partnership

By: _____
Name: _____
Title: _____
Date: _____

**DS RANCH HOLDINGS, LLC**,
a Washington limited liability company

By: _____
Derek Ellingsen, Member
Date: _____

By: _____
Tyler Halliday, Member
Date: _____

By: _____
Cody Jensent, Trustee
FC Trust, of January 5, 2022, Member
Date: _____

**Schedule 1**
**Assumed Contracts**
[SELLER TO INSERT]

**Schedule 2**
**Intangible Property**

## EXHIBIT F

## LIST OF DUE DILIGENCE MATERIALS

1. Fully executed copies of all easements, licenses, and leases (including all lease forms, leasing criteria, and exhibits and guaranties that are a portion of the leases) and any lease and rent commencement letters or notices or notices of default or non-compliance with Lease terms).

2. All available site plans, title policies, surveys, and notices regarding "Current Use" or "Open Space" tax classifications.

3. All certificates of occupancy, conditional use permits, building permits, water right permits/certificates, and zoning letters affecting the Property.

4. All Farm Service Agency (FSA) records, including FSA Form 156EZ (Abbreviated 156 Farm Record), FSA Form 578 (Acreage Reports for the last 3 years), aerial maps, and wetland determinations.

5. To the extent in Seller's possession, all soil reports, environmental reports and structural or other engineering reports relating to the Property.

6. Records of all pesticides, herbicides, fertilizers, and chemicals applied to the Property for the current year and the preceding three (3) years (including application logs)

7. All documents relating to water rights, water permits, water certificates, and claims appurtenant to the Property, including but not limited to, copies of all certificates and permits issued by the Department of Ecology

8. A current rent roll listing tenant names, monthly rentals, prepaid rents, concessions, and aged delinquencies.

9. A copy of all service contracts affecting the Property, including contracts relating to leased equipment or property, management, security, maintenance, repairs, cleaning and operation of the Property.

10. Copies of all petitions or written complaints, liens, orders and injunctions relating to all litigation, if any, presently affecting the Property, and a status report describing any action Seller has filed or is contemplating filing with respect to any tenant of the Property.

11. Certificates of insurance or "Declaration Pages" for all current property, casualty, and liability insurance policies maintained by Seller. Insurance loss runs applicable to the Property for 2020 through present.

12. To the extent in Seller's possession, property incident reports, if any, applicable to the Property for 2020 through present.

13. Copies of all written notices, if any, of violations of laws, statutes, codes, ordinances, rules, regulations or requirements, if any, presently affecting the Property, received from any governmental of quasi-governmental authority, including open or pending code violations, as well as the most recent city inspection and fire department inspection.

14. all things necessary to transfer possession of the property, including keys, alarm codes and access codes

**EXHIBIT G**

**CONTRACTS, LEASES, RENT ROLL AND SECURITY DEPOSITS**

**[Seller to Provide]**

## EXHIBIT H

## HOLDBACK AGREEMENT

THIS HOLDBACK AGREEMENT (this "**Agreement**") is made and entered as of the later of the Parties' signatures below (the "**Effective Date**"), by and between DS RANCH HOLDINGS, LLC, ("**Seller**") and CITY OF PASCO, a Washington municipal corporation ("**Buyer**") (individually a "**Party**" and collectively the "**Parties**").

RECITALS

A. Seller and Buyer entered into a Real Estate Purchase and Sale Agreement, dated December ___, 2026 (the "**PSA**"), pursuant to which Seller agreed to sell to Buyer certain real property located in the City of Bremerton, Washington (the "**Property**");

B. Under Article 12 of the PSA, a portion of the Purchase Price paid by Buyer at Closing is to be held back in Escrow, in the initial amount of Fifteen Thousand Dolars ($15,000) (the "**Holdback Amount**"), to secure Seller's obligation to complete the Completion Work at Seller's sole cost and expense.

## AGREEMENTS

In consideration of the promises and undertakings made in the PSA and herein, the Parties agree as follows:

**1. Capitalized Terms.** All capitalized terms used, but not otherwise defined herein, shall have the meanings set forth for the same in the PSA.

**2. License to Perform Completion Work**. During the period from the Closing Date until the completion of the Completion Work, Seller and its contactors, agents, representatives, and consultants (collectively, "**Seller's Representatives**"), shall have the right, upon reasonable prior advance email notice, to enter the Property for the sole purpose of completing the Completion Work as set forth herein:

i. Buyer or its agents shall have the right to accompany Seller during each such entry. Seller shall use commercially reasonable efforts to cause the Completion Work to be completed in a manner that minimizes interference with the operation of the Property.

ii. Seller will maintain all necessary governmental licenses and permits, if any, for undertaking the Completion Work. Seller shall cause the Completion Work to be completed in a good workmanlike manner in compliance with all applicable laws.

iii. [Seller shall maintain insurance, and shall ensure that Seller's Representatives maintain such insurance, in compliance with Buyer's insurance requirements as follows: (A) a certificate evidencing General Liability coverage, together with the appropriate endorsements, with a minimum coverage of $1,000,000 per each occurrence and $2,000,000 aggregate (together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000); and (B) a certificate showing the Seller's Representatives automobile insurance coverage in a

combined single limit of $1,000,000, with a minimum coverage of $50,000 per each occurrence and $100,000 aggregate (for every vehicle utilized during this Escrow Agreement, when not owned by the Seller or Seller's Representative, each vehicle must have evidence of automobile insurance coverage with the aforementioned limits and medical pay of $5,000). The foregoing policies maintained shall name Buyer as an additional insured thereunder. Upon Buyer's request, Seller shall cause Seller's Representatives to provide evidence of such insurance to Buyer.][1]

iv. Seller warrants that all Completion Work shall be performed free and clear of all liens, claims, charges or encumbrances of any nature, including, but not limited to, mechanic's liens, materialman's liens and statutory liens (collectively, "**Liens**"). If any Lien is filed against the Property for the Completion Work, the Seller shall, at its sole expense, cause such Lien to be released or discharged of record by payment, bond, or order of a court of competent jurisdiction within three (3) business days of receiving notice of the filing.

v. SELLER AGREES TO INDEMNIFY PROTECT, DEFEND, REIMBURSE, AND HOLD BUYER AND ITS AFFILIATES, MEMBERS, OFFICERS, DIRECTORS, TENANTS AND AGENTS (EACH AN "**INDEMNIFIED PARTY**") HARMLESS FOR, FROM, AND AGAINST ANY LOSS, INJURY, DAMAGE, CLAIM, LIEN, OBLIGATION, LIABILITY, JUDGMENT, ACTION, DEMAND, COST, AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, OCCURRING ON THE PROPERTY AND ARISING FROM ANY LIEN FILED AGAINST THE PROPERTY ARISING FROM THE COMPLETION WORK, ENTRY ON THE PROPERTY BY SELLER OR SELLER'S REPRESENTATIVES IN THE COURSE OF PERFORMING THE COMPLETION WORK OR A BREACH OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS HOLDBACK AGREEMENT.

**3. Appointment of Escrow Agent**. Buyer and Seller hereby appoint Escrow Agent to hold the Holdback Amount pursuant to this Escrow Agreement and the PSA. Escrow Agent, by signing below, hereby acknowledges receipt of the Holdback Amount. Escrow Agent is to hold the Holdback Amount in escrow and disbursed solely in accordance with the provisions of this Escrow Agreement. The Holdback Amount shall be deposited by Escrow Agent in a segregated interest bearing FDIC insured escrow deposit account and all interest accruing thereon shall become part of the Holdback Amount.

**3. Disbursement**. Escrow Agent will disburse the Holdback Amount in accordance with the following procedures and the other terms of this Escrow Agreement:

i. Final Completion. Escrow Agent will not release the Holdback Amount to Seller until Final Completion of the Completion Work pursuant to the terms of this Agreement. For the purposes of this Agreement, "**Final Completion**" means (a) the Completion Work has been completed and reasonably approved by Seller and Buyer as set forth below, (b) any and all contractors responsible for the Completion Work have been paid or will be paid from the Holdback Amount, (c) each

[1] To be confirmed.

contractor responsible for the Completion Work has delivered customary lien waivers and a final invoice thereof.

ii. Condition Precedent to Seller's Request for Disbursement. As a condition precedent to Seller's submission of Seller's Request for Disbursement (defined below) the Seller shall comply with the following obligations set forth in this Section (the "**Condition Precedent**"). The Seller shall confirm the full, final cost of the Completion Work. In the event that the total amount owing for the Completion Work exceeds the Holdback Amount, the Seller shall immediately pay such excess amounts directly to the contractors/payees, or deposit such excess amounts with the Escrow Agent, such that the Holdback Amount, when combined with this supplemental payment, is sufficient to cover all outstanding balances for the Completion Work. The Seller must submit satisfactory written proof of this payment or deposit to the Buyer and the Escrow Agent prior to submitting the Seller's Request for Disbursement.

iii. Seller's Request for Disbursement. Upon Seller's completion of the Completion Work on or before the Outside Closing Date and satisfaction of the Condition Precedent set forth above, Seller shall submit to Escrow Agent, with a copy to Buyer, (i) a written request for disbursement of the portion of the Holdback Amount necessary to pay the outstanding balance of all construction contracts for the Completion Work, (ii) a list of payees and the corresponding payment amounts, (iii) detailed instructions for disbursement to such contractors (including payee names and addresses for payment) and (iv) conditional lien waivers from each payee covering the scope of work completed and the amount requested (the "**Seller's Request for Disbursement**" and the amount included in such Request for Disbursement being the "**Requested Sum**"). Following Buyer's receipt of the Request for Disbursement, Buyer shall inspect the Property related to Seller's construction of the Property and completion of the Completion Work. Buyer shall send written confirmation of Buyer's approval or disapproval of the Completion Work to Escrow Agent and Seller no later than five (5) business days after conducting such inspection. In the event that Buyer disapproves the Completion Work and/or the Request for Disbursement, Buyer's written notice shall include in reasonable detail the basis for Buyer's approval thereof (a "**Dispute Notice**"). If Buyer does not deliver the Dispute Notice within five (5) business days after such inspection, Buyer shall be deemed to have accepted the Completion Work and such Request for Disbursement. Upon receipt of Buyer's written approval of the Request for Disbursement and Final Completion or acceptance by failure to timely deliver the Dispute Notice, Escrow Agent shall obtain final, unconditional lien waivers from all payees concurrently with or immediately following the release of the Requested Sum. Provided there are funds left from the Holdback Amount after payment in full is made with respect to the Completion Work and the requirements of this Section, then any remaining funds shall be released to Seller.

iv. Buyer's Request for Disbursement. In the event the Seller has failed to achieve Final Completion of the Completion Work in its entirety by the Outside Completion Date, Buyer shall deliver a written notice to the Escrow Agent, with a copy to the Seller, certifying that the Completion Work has not been completed by

the Outside Completion Date and a description of the remaining defects or uncompleted items (the "**Buyer's Request for Disbursement**"). Seller may dispute Buyer's certification by sending written notice to Buyer and Escrow Agent of such dispute which shall include reasonable detail the basis for such dispute (a "**Dispute Notice**") no later than five (5) business days from Seller's receipt of Buyer's Request for Disbursement Seller. If Seller fails to timely send a Dispute Notice, the Escrow Agent shall, without further instruction or consent from the Seller, immediately release the entire Holdback Amount to the Buyer. Furthermore, and notwithstanding the release of the Holdback Amount, the Seller shall remain fully and solely obligated to reimburse the Buyer upon written demand for any and all Completion Costs incurred by the Buyer to achieve Final Completion of the Completion Work which exceed the Holdback Amount received by Buyer.

v. Default Release Upon Expiration. If Escrow Agent fails to receive Seller's Request for Disbursement or Buyer's Request for Disbursement in accordance with the provisions of this Agreement within thirty (30) days of the Outside Completion Date, unless joint written instructions signed by both parties, or a binding order from a court of competent jurisdiction is received by Escrow Agent within such 30-day period, Escrow Agent shall release the entire Holdback Amount to Buyer and this Agreement shall terminate.

**4. Disputes**.

i. Holdback Amount. In the event that Buyer or Seller delivers a Dispute Notice as set forth above, then the Holdback Amount shall remain in deposit with Escrow Agent until the earlier of (a) Escrow Agent's receipt of joint instructions from Buyer and Seller, in which event Escrow Agent shall deliver the Holdback Amount in accordance with such instructions, or (b) the entry of a final, non-appealable judgment with respect to the applicable claim in which event Escrow Agent shall deliver the Holdback Amount or a portion thereof in accordance with the terms of such judgment.

ii. Mediation. Following a Dispute Notice, Seller and Buyer shall attempt to resolve the dispute through mediation for thirty (30) days from the date of written notice of such dispute by the parties. The parties will equally divide any mediation fees between them. In the event that mediation shall fail, the dispute will be resolved pursuant to Section 9 of this Agreement. If any dispute arises with respect to this Escrow Agreement, whether such dispute arises between the parties hereto or between the parties hereto and other persons, Escrow Agent is authorized to interplead such dispute in a court of general jurisdiction in the State of Washington or any United States District Court located in the State of Washington.

iii. Binding Arbitration. In the event mediation fails or other dispute arises from this Agreement, such dispute shall be settled by binding arbitration administered by JAMS (or a mutually agreed upon neutral third party) in the county where the Property is located. The arbitrator shall be an individual with experience in construction and real estate. The arbitration shall be conducted on an expedited basis, and the arbitrator shall issue a decision within thirty (30) days of

appointment. Enforcement. The arbitrator's decision shall be final and binding, and shall constitute the necessary authorization for Escrow Agent to release the Holdback Amount in accordance with said decision. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. If the Escrow Agent files an interpleader action in a court of competent jurisdiction pursuant to Section 7 of this Agreement, such action shall not be deemed a waiver of the Buyer's or Seller's obligation to arbitrate the underlying dispute. The Parties agree to stipulate to a stay of the interpleader court proceedings (except regarding the discharge of the Escrow Agent) pending the resolution of the binding arbitration.

**5. Indemnification of Escrow Agent**. If Escrow Agent is made a party to any judicial, non-judicial or administrative action, hearing or process based on the acts of Buyer and Seller and not on the malfeasance and/or gross negligence of Escrow Agent in performing its duties hereunder, then the Buyer and Seller, jointly and severally, shall indemnify, save and hold harmless Escrow Agent from the expenses, costs and reasonable attorneys' fees incurred by Escrow Agent in responding to such action, hearing or process.

**6. Duties of Escrow Agent**. Buyer and Seller acknowledge and agree that the duties of Escrow Agent are purely ministerial in nature, that Escrow Agent is acting as an accommodation to both Buyer and Seller, and that Escrow Agent, in performing its duties, shall not be liable for (a) any loss, cost or damage which Escrow Agent may incur as a result of serving as escrow agent hereunder, except for any loss, costs or damage arising out of its own willful misconduct or gross negligence, (b) any action taken or omitted to be taken in reliance upon any document, including any written instructions provided for in this Escrow Agreement, which Escrow Agent shall in good faith believe to be genuine, and (c) any loss or impairment of the Holdback Amount deposited with a Federally insured financial institution, resulting from the failure, insolvency, or suspension of the depositary. Escrow Agent is under no duty to inquire into or investigate the validity, accuracy or content of any document or written instruction delivered to Escrow Agent. Buyer and Seller acknowledge that they are aware that the Federal Holdback Insurance Corporation (FDIC) coverage applies only to a cumulative maximum amount for each individual depositor for all of depositor's accounts at the same or related institution.

**7. Right to Interplead**. If the Escrow Agent, in its sole discretion, receives conflicting instructions or is uncertain as to its duties under this Agreement, the Escrow Agent may refuse to take any action until joint written instructions from the Buyer and the Seller, or a final, non-appealable order from a court of competent jurisdiction, is received. The Escrow Agent shall have the right, but not the obligation, to file an action in interpleader and deliver the Holdback Amount to the registry of the court. Upon filing an interpleader action, the Escrow Agent shall be fully discharged from all obligations under this Agreement.

**7. Limitation of Escrow Agent Liability**. The Escrow Agent shall not be deemed to have knowledge of any matter unless and until the Escrow Agent receives actual written notice thereof, and the Escrow Agent shall not be charged with constructive notice whatsoever. In the event the Escrow Agent shall be uncertain as to its duties, or shall receive instructions or demands which, in the Escrow Agent's sole opinion, are conflicting or violative of any provision of this Escrow Agreement, then the Escrow Agent shall be

entitled to refrain from taking any action until the Escrow Agent shall be directed in writing by Seller and Buyer or by any final order or judgment of a court of competent jurisdiction.

**8. Amendment**. The instructions and conditions of Escrow contained herein may not be modified, amended or altered in any way except by a writing (which may be in counterpart copies) signed by Seller, Buyer and Escrow Agent.

**9. Governing Law**. This Escrow Agreement shall be construed in accordance with the internal laws of the State of Washington, without giving effect to principles of conflict of laws.

**10. Counterparts**. This Escrow Agreement may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether facsimile, photostatic or otherwise) of signatures to this Escrow Agreement shall be deemed originals and may be relied on to the same extent as the originals.

**11. Binding Effect**. This Escrow Agreement shall be binding upon and inure to the benefit of Buyer, Seller and Escrow Agent and each of their respective successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed to be effective as of the date of the latest signature below.

**BUYER**:

**CITY OF PASCO,**
a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

**SELLER**:

**DS RANCH HOLDINGS, LLC**,
a Washington limited liability company

By: _____
Derek Ellingsen, Member
Date: _____

By: _____
Tyler Halliday, Member
Date: _____

By: _____
Cody Jensent, Trustee
FC Trust, of January 5, 2022, Member
Date: _____

**ESCROW AGENT:**

**TICOR TITLE COMPANY**

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT I**

**LEASE**

**CITY OF PASCO**
**Agricultural Lease No. FW-2601**

**THIS AGRICULTURAL LEASE** is entered into this ____ day of _____, 2026, by and between the CITY OF PASCO, a Washington Municipal Corporation ("*Lessor*"), and DS RANCH HOLDINGS, LLC, a Washington limited liability company ("*Lessee*"). This Lease is made upon the terms and conditions and for the consideration enumerated herein.

1) **Description of Leased Property**. *Lessor* leases to *Lessee*, and *Lessee* leases from *Lessor*, on the terms and conditions stated below, crop circle numbered 14 for the production of agricultural products upon the following described real property ("*Premises*"):

East half of the Northwest quarter of Section 34, Township 10 North, Range 30 East, W.M., records Franklin County, Washington.

2) **Process Water Reuse Facility and Wastewater**. Having been fully apprised of the critical need to apply reuse water to the *Premises* at such times as may be imposed by *Lessor*, arising from *Lessor's* obligation to timely distribute such reuse water from affiliated food processing facilities, *Lessee*, shall without limitation, submit to a crop harvest scheduling plan prepared or approved by *Lessor*. *Lessee* agrees to strictly adhere to such plan at the behest of *Lessor* with the specific objective of maintaining availability of adequate field areas for the application of reuse water to field crops. *Lessor* reserves the right to limit the *Lessee's* number of crop cuttings to three (3) cuttings per season unless additional cuttings are approved, in advance, by the City. The City's approval for additional cuttings shall not be unreasonably withheld dependent upon the *Lessor's* operational requirements of its reuse facility.

The parties understand and acknowledge that the *Leased Premises* are served by two watering systems, specifically (1) the irrigation system consisting of wells servicing the *Leased Premises*, and associated pipes and other fixtures; and (2) the process wastewater system, consisting of the offset pump station, and pipelines to the *Leased Premises*. The parties further understand and acknowledge that both systems shall be operated by *Lessor*, and that *Lessor* shall, subject to the further terms hereof, have the discretion to regulate the blend of wastewater and well water delivered to the *Leased Premises* for irrigation purposes.

The *Lessee* agrees to coordinate with the *Lessor* and accept process wastewater to be applied to the *Lessee's* crops and farmlands as outlined in the current City of Pasco Crop Rotation Plan and Farm Operations Report (CRP/FOR) and State Discharge Permit No. ST0005369, which *Lessee* hereby acknowledges that *Lessee* has received a copy of the CRP/FOR and the State Discharge Permit, understands their terms and conditions, and agrees to comply with the same. The *Lessor* shall have the final say on the wastewater application rate and schedule. The *Lessee* agrees to abide by the CRP/FOR requirements including the proper operation of the circle and well pumps, a balanced fertilizer program for the specific crop taking into consideration the total nitrogen, nitrate, and TKN of the wastewater, well water, and residuals in the soils as identified in the CRP/FOR. No fertilizer shall be applied upon the premises without the *Lessor's* prior written

consent, which consent shall not be unreasonably withheld nor delayed. Commercial fertilizers shall not be applied in excess of suggested label application, or in a manner inconsistent with label instructions. *Lessor's* management and nitrogen applied to the premises is critical to the utilization of the premises as a portion of its Reuse Facility. Therefore, any violation of this section shall constitute a substantial breach of this Lease. The *Lessee* shall report to the *Lessor* the results of all tests on the crops and yield. The *Lessee* shall provide to the *Lessor* copies of any and all test results including moisture tests taken on the *Lessor's* farmlands.

3) **Term of Lease**.

The term of the Lease shall: (i) commence on Closing Date, 2026, and terminating on the 31st day of December, 2028; unless earlier terminated or renewed as provided below. In the event this Lease terminates prior to the completion of harvest, the term of this Lease shall be extended for a reasonable period for time to allow for completion of harvest. *Lessee* shall give a minimum of ten (10) days written notice to *Lessor* before completion of harvest or end of planting. Prior to vacating the *Leased Premises*, *Lessee* shall leave the *Leased Premises* and all improvements thereon in the state of repair and cleanliness required to be maintained by the *Lessee* during the term of this Lease.

4) **Rent**.

a) "Total Payment" shall be the sum of: 1) the total of all rent (rent per acre x total # of acres) and 2) Washington State Leasehold Tax calculated on said total rent.

b) "Payment Per Acre" shall be the sum of: rent per acre and 2) the Washington State Leasehold Tax as calculated on the rent per acre amount.

c) *Lessee* shall pay for said *Premises* the following amounts to *Lessor*:

| Year | Crop | Total Acres | Rent Per Acre | Tax Per Acre | Payment Per Acre | Total Payment |
|---|---|---|---|---|---|---|
| **Closing - October 31, 2026** | **Hay** | **125 Acres** | * | ** | **0** | **0** |
| **November 1, 2026 October 31, 2027** | **Hay** | **125** | * | ** | **0** | **0** |
| **November 1, 2027- October 31, 2028** | **Alfalfa** | **125** | * | ** | **$400** | **$50,000** |

*Payment / Acre divided by 1.1284
**Payment / Acre minus Rent / Acre

d) Total payment includes Washington State Leasehold Tax in the amount of 12.84% which *Lessor* shall deduct from total payment made by *Lessee* and remit to State. [Total payment of **$50,000.00**]

e) In the event that the Washington State Leasehold Tax percentage increases during the term of this lease, this lease shall be modified to increase the tax rate under this Section 4, and the Total Payment shall be increased accordingly, unless otherwise agreed by the parties hereto.

f) Total payment shall be made in two (2) installments. First-half payment in the sum of **$25,000.00** shall be due and payable on/or before April 1 of 2028; and the second half payment in the sum of **$25,000.00** shall be due and payable on/or before October 31 of 2028. In the event of renewal, subsequent year payments shall be made on the same dates as provided above.

g) All payments shall be made to the City of Pasco, or such other place as the *Lessor* may designate. *Lessee* shall have the City of Pasco included as payee on any check received by the *Lessee* from the sale of crops from these *Premises* as long as there is any rental or other charges for repair and maintenance due and owing by the *Lessee*. All payments shall be remitted within fifteen (15) days of sale of crops.

h) In the event the *Lessee* desires a change in acreage, crops, or use, prior written authorization must be received from *Lessor*. Approval to such change may be conditioned upon an adjustment in the payments provided above.

5) **Rental Adjustments**. *Lessor* retains the right to assess additional charges for circles which are not planted in a timely fashion to cover crops where and when appropriate for best cultural case, not meeting the CRP/FOR crop schedules, or on which wind erosion occurs. The extent of the charge shall be at the discretion of the *Lessor*, and will not exceed $20.00 leasehold tax included per acre and will be in addition to the payments as described above. Said charge does not supplant the responsibility of the *Lessee* to establish a cover crop. *Lessee* agrees that since *Lessor* is responsible for the cost of electrical power to distribute irrigation water to the *Leased Premises*, it is justified for *Lessor* to impose reasonable limits on total irrigation water used. Accordingly, *Lessor* may at its sole discretion add an assessment to *Lessee's* final annual rental payment of an amount equal to the actual cost of power to distribute irrigation water to the *Leased Premises* when water usage for crop production exceeds the "best-practice" standard for the subject crop requirements in the relevant area of Franklin County as expressed in the Washington Irrigation Guide. Water applied at the preference of *Lessor* for the sole purpose of consuming "process re-use water" shall not be considered as contributory to the "crop production" application expressed herein.

6) **Uses of the Premises**. *Lessee* shall put the *Leased Premises* to the full beneficial use in accordance with customary industry standards, permitted uses, acres, and crops designated herein, in compliance with the CRP/FOR. Said uses shall be further restricted by the terms of any federal, state, or local law or regulation applicable thereto, and the terms of *Lessor's* Water Permit from the State of Washington, together with any other encumbrance of record or known use being exercised at the time of the execution of this Lease. It is further understood and hereby acknowledged that the ultimate objective of the *Lessor*, with respect to

this property, is to prepare and utilize the property for reuse wastewater treatment and application. Accordingly, throughout each crop year during the term of this Lease, *Lessor* reserves the right and shall be entitled to test, inspect, investigate, survey, excavate, construct, maintain, and otherwise utilize the property constituting the *Leased Premises* preparatory to and/or as necessary to accomplish the stated objective in such a manner as *Lessor* deems appropriate, including without limitation, by requiring *Lessee* to accept reuse wastewater for disposal on the *Premises* in such quantities and at such times as determined by *Lessor*. ***Lessee* will cooperate with *Lessor* to facilitate such activities, and will not unreasonably hinder or delay any such activities**. *Lessee* certifies and agrees that *Lessee* has inspected the *Premises* and found the *Premises* fully tenantable and suitable for all intended uses and purposes of *Lessee*. *Lessor* makes no express or implied warranties with respect to the *Premises*, its condition, the exact area thereof, the exact boundaries thereof, the water rights appurtenant thereto, the environmental health thereof or freedom from contamination, or its suitability for the uses and purposes of *Lessee*, or the crops to be grown thereon by *Lessee*. *Lessee* waives, remises, and releases *Lessor* from all warranties and liabilities, and all claims, damages and remedies of *Lessee* with respect to any lack of suitability of or defect in the *Premises*, including any loss of revenue or profits or any other direct, incidental, or consequential damages, and *Lessee* leases the Property from Lessor "AS IS". Neither *Lessor* nor the agents, assigns or successors of *Lessor* shall be held to any covenant or agreement for alterations, improvements, or repairs of the *Premises* unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this Lease.

7) **Crop Damage from Application of Wastewater**. *Lessor* states that with respect to any timing, quantity, or quality of reuse wastewater which may be delivered to *Lessee* and applied to *Lessee's* crops under provisions of this Lease requiring *Lessee* to accept such delivery(ies) and application on the behest of the *Lessor*, it is the intent of *Lessor* not to cause crop damage by such application of wastewater, nor to disavow responsibility for damage which might demonstrably occur on said crops solely from such application. However, the parties to this Lease having previously observed the nature of wastewater applications are fully cognizant not only of the uncertainties relating to the developing technology of the process, but also of the difficulty in proving crop loss as having been exclusively caused by said waste applications. Accordingly, while *Lessor* shall make every reasonable effort to avoid delivering wastewater at such times and under such circumstances as are likely to cause harm to crops, the *Lessee* hereby acknowledges the risk of potential crop damage to its crop as a result of using such wastewater and hereby waives and releases any and all potential claims against the City related thereto.

8) **Water and Irrigation System**. *Lessor* shall be responsible for all costs of operating the irrigation system on the *Leased Premises*, and shall be responsible for the payment of irrigation power charges except as limited under Section 5 herein. *Lessee* shall not be responsible for the cost of reuse water pumped to the *Leased Premises* by *Lessor*.

The *Leased Premises* come equipped with center pivot irrigation systems, including wells, pipelines, turbine pumps, and electrical pump motors and switchgear. The furnishing of said irrigation shall imply no warranty on the part of the *Lessor* to provide or guarantee an adequate water supply or the continued operation of the irrigation system. All maintenance, repair, and replacement of parts of said irrigation system shall be the obligation of the *Lessor*, both as to performance and payment of costs, except those repairs and replacements as may be caused by the

*Lessee*, its agents or employee's negligent acts or omissions. The *Lessor* shall make reasonable efforts to provide reuse wastewater that will not clog the irrigation system. Both parties, however, must assume there will be a certain amount of unclogging required. Both parties agree that *Lessor* shall be primarily responsible for any unclogging, but also agree that in the event that *Lessor* is unable to do so, *Lessee* may perform unclogging at their discretion. Operation of the water and irrigation system shall be upon a schedule as approved by *Lessor*.

9) **Liens**.

a) *Lessee* shall pay as due all claims for work done on and for services rendered or materials furnished to the *Premises* which are done for the account of the Lessee as herein provided. *Lessee* shall keep the *Premises* free of any liens and indemnify, defend and hold the *Lessor* harmless from all costs, damages, or charges, including attorney's fees, necessary to discharge such liens. *Lessor*, at its option, may pay the amount of any claim or lien and add said amount to total payment required under this lease, including interest on said claim or lien amount at the rate of twelve percent (12%) per annum, or the maximum amount permitted by statute, on said amount paid from the date of payment. Payment of a claim or lien amount shall not constitute a waiver of any right or remedy which *Lessor* would otherwise have on account of *Lessee's* default in this or any other term of the Lease.

b) In order to secure the payment of rent and the faithful performance of all covenants, terms, and conditions of this Lease by *Lessee*, *Lessor* has and shall retain a Landlord's Lien (RCW Ch. 60.11) upon all crops grown, growing, or to be grown on the Premises. In addition, *Lessee* grants to *Lessor* a security interest (RCW Ch. 62A.9A) in all farm products produced from the farming operations on the *Premises* during the entire Lease term, including all proceeds thereof. *Lessor* may file UCC financing statements and *Lessee* shall execute any and all documents and instruments necessary, upon demand of *Lessor*, to ensure that the security interest(s) and Landlord's Lien provided for herein are and remain continuously perfected until all rent plus any interest, costs and other charges or expenses to be paid by *Lessee* by the terms of this Lease are fully paid."

10) **Chemicals and Fertilizers**. In addition to those requirements as provided in Section 2 above, *Lessee* shall apply chemicals and fertilizers to the *Leased Premises* according to standards applicable to the industry and consistent with the current standards stated within the CRP/FOR. *Lessor* shall not incur any responsibility or liability to any third party for the negligent or wrongful acts of the *Lessee* related to the chemicals and/or fertilizers used or its application, and *Lessee* shall defend, indemnify, and hold *Lessor* harmless from any damages resulting from such negligent or wrongful act of the *Lessee*.

11) **Erosion Control and Crop Rotation**. *Lessee* shall follow an effective program of soil erosion control, particularly against wind and water. *Lessee* agrees to plant the *Premises* to a cover crop to the specifications of the *Lessor* within fifteen (15) days after each harvest, as appropriate and consistent with the overall objective of the CRP/FOR. Crops will be rotated so that potatoes will not be planted two (2) years consecutively in the same field. The planting of two consecutive crops on the same land with the intent of obtaining a harvest from both crops within the same crop year (double cropping) is prohibited without the express written permission of *Lessor*. The *Lessor* reserves the right with the granting of such permission to

assess additional rents from *Lessee* for this practice. Grazing of crop aftermath is not permitted.

12) **Premises Maintenance**. *Lessee* shall not commit or permit to be committed any waste, strip, damage to, or misuse of the *Premises*. All farming operations shall be conducted in a husband-like manner according to standards of the industry. Any and all fences, gates, roads, field accesses, and other improvements to the property (including the irrigation system) shall be maintained by *Lessor*. *Lessee* shall eradicate weeds, particularly puncture-vine and prevent all noxious and other weeds from encroaching upon the *Premises*, utilizing practices approved by the local weed control authorities and to the reasonable satisfaction of the *Lessor*.

13) **Deleterious, Hazardous, Toxic, or Harmful Substances**.

a) *Deleterious Material*. The *Lessee* shall not make, or suffer to be made, any filling in of the lease *Premises* or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the lease *Premises*, except as approved in writing by the *Lessor*. If the *Lessee* fails to remove all nonapproved fill material, refuse, garbage, wastes or any other of the above materials from the lease *Premises*, the *Lessee* agrees that the *Lessor* may, but is not obligated to, remove such materials and charge the *Lessee* for the cost of removal and disposal.

b) *Hazardous, Toxic, or Harmful Substances*. The *Lessee* shall not keep on or about the lease *Premises*, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out the *Lessee's* permitted use(s) under Section 6 above, and unless the *Lessee* fully complies with all federal, state and local laws, regulations, statutes, and ordinances, now in existence or as subsequently enacted or amended.

c) The *Lessee* shall:

i) Immediately notify the *Lessor* of (i) all spills or releases of any Hazardous Substance affecting the lease *Premises*, (ii) all failures to comply with any federal, state, or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the lease *Premises* by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the lease *Premises*, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the lease *Premises*; and

ii) On request, provide copies to the *Lessor* of any and all correspondence, pleadings, and/or reports received by or required of the *Lessee* or issued or written by the *Lessee*, or on the *Lessee's* behalf with respect to the use, presence, transportation, or generation of Hazardous Substances related to the Leased Premises.

d) The *Lessee* shall be fully and completely liable to the *Lessor*, and shall indemnify, defend, and hold harmless the Lessor and its agents and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of the *Lessee's* use, disposal, transportation, generation, and/or sale of Hazardous Substances, or that of the *Lessee's* employees, agents, assigns, contractors, subcontractors, licensees, invitees, and for any breach of this subsection.

14) **Indemnification**. *Lessee* has inspected and accepts the *Premises* as he finds them. *Lessee* agrees to assume all risk of, and indemnify, defend with legal counsel acceptable to *Lessor*, and hold harmless the *Lessor* from any loss, costs, liability, claim or expense on account of personal injury to or death of any persons whosoever including, but not limited to, employees of the *Lessor* and damage to or destruction of property to whomsoever belonging including, but not limited to, property of the *Lessor*, resulting in whole or in part, directly or indirectly, arising from the *Lessee's* use of the *Premises* or exercise of rights herein granted. Nothing herein contained, however, shall be construed as indemnification against the sole negligence of the *Lessor*, its officers, employees, or agents.

15) **Insurance**. *Lessee* agrees, during the term of this Lease or any renewals thereof, to carry general liability insurance for personal injury and property damage liability, and to maintain workmen's compensation coverages as required by law. General liability insurance policies shall name *Lessor* as an insured and be with an insurance carrier acceptable to *Lessor*. Such insurance shall provide for property damage liability coverage of at least $1,000,000 and personal injury coverage of at least $1,000,000 for each occurrence and in the aggregate. *Lessee* shall furnish *Lessor* with certificate indicating that such insurance is in force and the premiums therefore have been paid.

*Lessee* agrees to be personally responsible for the repair or replacement of any irrigation equipment component or other improvement to the property damaged by the *Lessee* or *Lessee's* officers, employees, or agent, or as a result of their negligent acts or omissions.

16) **Interest**. Any amount due by the *Lessee* to the *Lessor* not paid within fifteen (15) days shall bear interest at the rate of twelve (12%) per annum, or the maximum amount permitted by statute, from the date due.

17) **Improvements**. All improvements placed upon the *Premises* during the term of this Lease shall become a part of the *Premises* and the property of the *Lessor*, unless the *Lessor* agrees otherwise. *Lessor* may require *Lessee* to remove any property placed upon the *Premises* which the *Lessor* deems unfit to remain thereon at the termination of the Lease. If the *Lessee* fails to remove the same when so requested, *Lessor* may do so and charge the expenses thereof to the *Lessee*.

18) **Sublease or Assignment Prohibited**. No part of this Lease or the *Leased Premises* may be assigned, mortgaged, subleased, or otherwise transferred, without the prior written consent of the *Lessor*. With such consent, the *Lessor* reserves the right to change the terms and conditions of the Lease as it may affect the assignee. This provision shall equally apply to transfers arising by operation of law, or transfers to any by trustees in bankruptcy, receivers, administrators, executors, and legatees.

19) **Default**. The following shall be events of default: (a) failure to pay installment of rent and leasehold excise tax (total payment installment) on or before the date provided in Section 4 above; (b) failure of *Lessee* to comply with any term or condition or fulfill any obligation of the Lease, other than the payment of rent and tax, within fifteen (15) days after written notice by *Lessor* specifying the nature of the default with reasonable particularity, or abandonment by the *Lessee* of the property; and (c) failure to pay, when due, any tax, assessment, or payment required under the terms of this Lease. If the default is of such a nature that it cannot be completely remedied within the fifteen (15) day period, this provision shall be complied with if *Lessee* begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practical.

In the event the default is not remedied as provided above, *Lessor* shall have the right to re-enter, take possession of the *Premises*, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Such right shall be cumulative and in addition to all other remedies available to the *Lessor* under applicable law. *Lessor* may recover reasonable attorney's fees and costs expended to enforce the provisions hereof.

In the event of an uncured default, *Lessor* may initiate an action, without further notice, for an unlawful detainer or for damages with venue being placed in Franklin County, Washington, and with the substantially prevailing party entitled to an additional judgment against the other for their reasonable attorneys' fees and costs incurred incident to said action.

Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

20) **Notices**. Any notice under this Lease shall be deemed given when actually delivered or when deposited in the United States mail, as certified mail, postage prepared, addressed as follows:

| *Lessor:* | *Lessee:* |
|---|---|
| City of Pasco<br>P.O Box 293<br>Pasco WA 99301 | DS RANCH HOLDINGS, LLC<br>2631 Falls Road<br>Pasco, WA 99301 |

Or to such other addresses as may be specified from time to time by either of the parties in writing.

21) **Succession**. Subject to the above-stated limitations on assignment of *Lessee's* interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective personal representatives, successors, and assigns.

22) **Inspection of the *Premises***. *Lessor* reserves the right to itself and its agents to go upon the *Premises* at reasonable and proper times to inspect the same for purpose of determining that the Lease is being kept and performed by the *Lessee*.

23) **Time is of the Essence**. The parties acknowledge and agree that time is of the essence with respect to all of the terms, conditions and provisions of this Lease.

24) **Entirety of Lease**. This document and its exhibits incorporates the entire agreement of the parties. No prior representation, stipulation, agreement, or understanding will be valid or enforceable unless incorporated herein. Any changes or additions to this Lease or its attached exhibits shall be in writing and executed by the parties hereto. Neither the *Lessor*, nor the *Lessee* shall be bound by verbal or implied agreements.

[SIGNATURE PAGE FOLLOWS]

**DATED** this _____ day of _____, 2026.

*LESSOR:*

City of Pasco

By: _____
Harold L. Stewart II, City Manager

*LESSEE:*

DS RANCH HOLDINGS, LLC

By: _____
Derek Ellingsen, Member

By: _____
Tyler Halliday, Member

By: _____
Cody Jensent, Trustee
FC Trust, of January 5, 2022, Member

State of Washington )
: ss.
County of Franklin )

I certify that I know or have satisfactory evidence that Harold Stewart is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it, as the City Manager of the CITY OF PASCO, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 20___.

_____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My Commission Expires: _____

State of Washington )
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it, as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 20___.

_____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My Commission Expires: _____

State of Washington )
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it, as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 20___.

_____
NOTARY PUBLIC in and for the State of Washington
Residing at _____
My Commission Expires: _____

State of Washington )
: ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it, as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this ____ day of _____, 20___.

_____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My Commission Expires: _____

# PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

# PWRF FORMER VOSS PARCEL

*Prepared for City of Pasco*

January 2026

PSC 0260019.00

Prepared by:
RH2 Engineering, Inc.
114 Columbia Point Drive, Suite C
Richland, WA 99352
1.800.720.8052 / rh2.com

# City of Pasco

# Phase 1 Environmental Site Assessment

# PWRF Former Voss Parcel

## January 2026

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**Environmental Site Assessment**

Prepared by RH2 Engineering, Inc.

Prepared for City of Pasco

This assessment summarizes the existing and potential environmental conditions present on Franklin County Parcel No. 124710063 as derived from publicly available data, environmental records, and findings from a visual review during site investigations conducted in December 2025.

Sincerely,

**RH2 ENGINEERING, INC.**




Signed: 1/29/2026

# City of Pasco

# Phase 1 Environmental Site Assessment

# PWRF Former Voss Parcel

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# City of Pasco

# Phase 1 Environmental Site Assessment

# PWRF Former Voss Parcel

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# City of Pasco

# Phase 1 Environmental Site Assessment

# PWRF Former Voss Parcel

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# City of Pasco

# Phase 1 Environmental Site Assessment

# PWRF Former Voss Parcel

## 1 – Summary

During December 2025, RH2 Engineering, Inc., (RH2) conducted a Phase 1 Environmental Site Assessment (ESA) on behalf of the City of Pasco (City) to evaluate subject property conditions and site histories that potentially affect environmental conditions at one parcel in Franklin County, Washington. Parcel No. 124710063, formerly owned by Voss Farms Limited Partnership is currently owned by DS Ranch Holdings LLC (Owner).

This ESA was conducted to support a proposed use of the subject parcel by the City. The subject property is west of U.S. Route 395 and north of E Foster Wells Road, approximately 4.6 miles north of downtown Pasco, Washington (**Figure 1**, **Section 16**.**1**).

This Phase 1 ESA was completed and formatted per ASTM International E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

## 2 – Introduction

### 2.1 Purpose

The purpose of this Phase 1 ESA is to identify, to the extent feasible pursuant to the processes prescribed herein, recognized environmental conditions[1] in connection with the subject property. RH2 completed the assessment at the request of the City.

### 2.2 Detailed Scope of Services

RH2 compiled site information based on available public records from federal and state environmental databases; reviewed available aerial and historical photographs, and current and historical topographic maps; conducted interviews with a representative of the current Owner, Mr. Tyler Halliday of DS Ranch Holdings LLC; and observed the subject property.

[1] Recognized Environmental Conditions – The term means the presence or likely presence ("likely" is defined as that which is neither certain nor proved, but can be expected or believed by a reasonable observer based on the logic and/or experience of the environmental professional, and /or available evidence, as stated in the report to support the opinions given therein) of any hazardous substances or petroleum products on a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions (ASTM E1527-21).

This Phase 1 ESA did not include an investigation to assess the presence or extent of soil or groundwater contaminants.

## 2.3 Significant Assumptions

No significant assumptions were made to complete this Phase 1 ESA. The site was evaluated based on the reasonableness of judgments made at the time and under the circumstances in which they were made.

## 2.4 Limitations and Exceptions

This report provides a reasonable analysis of environmental conditions at the subject property based on visual observations of the site and available historical information. Information provided by the seller's representatives, outside agencies, and third parties has been assumed to be correct and complete. Professional opinions and judgments are based upon available information and familiarity with the area (that experienced similar historical activities), and in accordance with generally accepted professional environmental practices. Conditions observed and described at the subject property represent conditions on the date of observation. The passage of time may result in changing conditions at the site. Additional information regarding conditions or site activities could affect the status and conclusions of this report, and the right to amend opinions and professional judgments in this document are reserved.

Available historical information consists of Franklin County records and historical aerial and topographic maps. Topographic mapping of the subject property began in 1917, and aerial photography of the subject property began in 1948.

## 2.5 Special Terms and Conditions

This assessment was conducted during a specific period of time and relied upon publicly available environmental and historical records, and the personal knowledge of those interviewed for information about the subject property. Therefore, the findings and conclusions included in this report are subject to the limitations of the accuracy and availability of the environmental and historical records, and to the recollection of the interviewees.

## 2.6 User Reliance

Reliance on, or any use of this document, is reserved for the City and City-authorized entities (the users of this document), for which it was prepared. Any outside reliance on, or use of this document, including any of the information or conclusions contained herein, will be at the third party's sole risk. No warranties or representations expressed or implied in this report are made to any third party.

# 3 – Site Description

## 3.1 Location and Legal Description

The address and size of the subject property is shown in **Table 1** as recorded by the Franklin County Assessor. The subject property is centered at latitude 46.310789 N, longitude 119.042998 W.

**Table 1**

**Subject Property Information**

| Parcel No. | Address | Department of Revenue Code | Current Use | Acreage |
|---|---|---|---|---|
| 124710063 | E2NW4 34-10-30 | Resource – Agriculture | Irrigated Agriculture | 80 |

## 3.2 Site and Vicinity General Characteristics

The subject property is located on the broad terrace north of the Columbia River and is covered primarily with irrigated crop and partially by sage and grass vegetation on dune ridges. The subject property is bordered on all sides by irrigated agriculture, except for the west side which is formerly undeveloped land that was recently graded in 2024. Other than dune ridges, the property is nearly flat, sloping slightly to the south. The property is at an elevation 535 to 550 feet above mean sea level.

No structures exist on the subject property. Dirt roads to support irrigated agriculture follow the subject property boundaries. An irrigation pivot hub is centered on the east property line.

The general location of the subject property is shown in **Figure 2**, **Section 16.2**. Site photographs are included in **Section 16.3**. Aerial photographs and historical topographic maps of the site vicinity are included in **Section 16.4**.

Groundwater wells with Washington State Department of Ecology (Ecology) tags BRJ-141 and BRJ-142 are just off the northwest corner on adjacent parcel to the west (**Section 16.3**). Well drilling records for these wells are included in the Ecology well database.

## 3.3 Current Use of the Property

The subject property is currently used for irrigated agriculture, and the majority of the property is currently planted with timothy hay and irrigated with a pivot system. Abandoned barbed wire and electric wire fencing borders portions of the southwest corner of the subject parcel; there is no evidence of recent grazing (cattle manure, water troughs, cattle footprints) on the subject property.

## 3.4 Descriptions of Structures, Roads, and Other Improvements on the Site

There are no existing structures on the subject property. Dirt roads traverse the parcel boundaries. One irrigation pivot pump is located on the center of the eastern property boundary, and a pivot irrigation system is connected to the pump (**Section 16.3**).

## 3.5 Current Uses of the Adjoining Property

The adjacent properties were visually observed during the site reconnaissance. The subject property is bordered by irrigated agriculture on all sides except the west side, which borders formerly undeveloped land that was graded in early 2024.

# 4 – User-Provided Information

## 4.1 Title Records

A title search was not performed as part of this Phase 1 ESA.

## 4.2 Environmental Liens or Activity and Use Limitations

According to Mr. Halliday, no environmental liens encumber the subject property.

## 4.3 Specialized Knowledge

Mr. Halliday was asked if he had specialized knowledge of recognized environmental conditions on the subject property. Mr. Halliday did not know of any large spills or other possible environmental conditions.

## 4.4 Commonly Known or Reasonably Ascertainable Information

Record information was reviewed from standard sources that were reasonably ascertainable. Record information that is reasonably ascertainable means: 1) information that is publicly available; 2) information that is obtainable from its source within reasonable time and cost constraints; and 3) information that is practically reviewable. Record information includes environmental databases from government agencies, topographic maps, and aerial photographs (**Section 16.4**).

## 4.5 Valuation Reduction for Environmental Issues

No reduction of value for environmental issues on the parcel was indicated based on discussions with Mr. Halliday.

## 4.6 Owner, Property Manager, and Occupant Information

Mr. Halliday stated that DS Ranch Holdings LLC has owned the subject property since November 2024 and uses the land for irrigated agriculture.

## 4.7 Reason for Performing Phase 1 ESA

This Phase 1 ESA was conducted to provide a due diligence review of available records and historical or current activities, and visible observation of current site conditions to assess the potential for the presence of hazardous materials and/or petroleum products on the subject property as part of a potential use by the City.

# 5 – Records Review

## 5.1 Standard Environmental Record Sources

RH2 obtained information from standardized environmental databases compiled by Environmental Data Resources, Inc. (EDR). The databases are updated several times per year. There are no Polk City Directories, fire insurance maps, or Sanborn maps available for the subject property.

Public environmental records include federal and state records. The database is summarized in the attached EDR Radius Report executive summary (**Section 16.5**). **Table 2** summarizes database reviews and regulatory statuses of the subject property and off-site properties within 1 mile of the subject property. The locations of the off-site properties are shown in the Environmental Database Summary in **Section 16.5**.

**Table 2**
**Summary of Environmental Database Review and Regulatory Status**

| Federal or State Database[1] | Regulatory Status of Subject Property | Regulatory Status of Properties Within 1.0 Mile of Subject Property | Significance of Regulatory Status |
|---|---|---|---|
| **Federal** | | | |
| NPL, Delisted NPL, CERCLIS,RCRA CORRACTS, RCRA Facility, Institutional/Engineering Controls ERNS | Not Listed | None Listed | None |
| RCRA-Small Quantity Generator (SQG), RCRA-CESQG | Not Listed | None Listed | None |
| CERCLIS – NFRAP | Not Listed | None Listed | None |
| RCRA Non-Gen | Not Listed | None Listed | None |
| **State and Tribal*** | | | |
| Solid Waste Facility | Not Listed | None Listed | None |
| Registered UST List | Not Listed | None Listed | None |
| LUST List | Not Listed | None Listed | None |
| Hazardous Site List (HSL) | Not Listed | None Listed | None |
| Institutional/Engineering Controls | Not Listed | None Listed | None |
| Voluntary Cleanup Sites, Independent Cleanup Report | Not Listed | None Listed | None |
| CERCLIS | Not Listed | None Listed | None |
| CSCSL NFA | Not Listed | One listed. | None |
| Historical Auto Station | Not Listed | None Listed | None |
| Historical Dry Cleaners | Not Listed | None Listed | No information |

[1]Refer to EDR summary in **Section 16.5** for definitions of database acronyms.

No current or former activities using hazardous or toxic chemicals or spills of hazardous or toxic chemicals were reported for the subject property.

## 5.2 Additional Environmental Record Sources

There are no additional environmental records for the subject property.

## 5.3 Physical Setting Source(s)

RH2 reviewed the 7.5-minute series of Glade 7.5-minute United States Geologic Survey (USGS) topographic maps dated 1979, 1992, 2014, 2017, and 2020, and the 1:62,500-scale Eltopia topographic maps from 1915 and 1951. RH2 reviewed a series of USGS and US Department of Agriculture aerial photographs dated 1948, 1954, 1964, 1973, 1982, 1996, 2005, 2009, 2013, and 2017. These photographs and maps are presented in **Section 16.4**. A 2021 aerial photograph on Google Earth was also reviewed.

The subject property is underlain by tens of feet of dune sand and more than 100 feet of fine-grained outwash flood deposits (fine- to medium-grained sand). Basalt bedrock underlies the subject property at a depth greater than 100 feet. Based on geologic mapping and the well logs near the site, the native materials represent materials associated with Ice Age glacial floods capped by eolian (windblown) fine-grained sediment. Groundwater occurs in basalt bedrock at a depth greater than approximately 100 feet below the subject property.

## 5.4 Historical Use Information on the Property

Topographic maps and aerial imagery (**Section 16.4**) indicate that the subject property has historically been unused except for occasional open-range grazing, and then for irrigated agriculture since sometime mid-1996 (**Figure 2**, **Section 16.2** and **Section 16.3**).

Topographic maps and aerial imagery (**Section 16.4**) indicate that the parcel was historically unused until the mid-1990s.

## 5.5 Historical Use Information on Adjoining Properties

Historical use information for adjoining properties was obtained from a review of aerial photographs and maps. Historical aerial photographs (**Section 16.4**) indicate that the area northwest of Parcel No. 124710054 has been used as a feed lot since at least 1964 to date. Aerial photographs indicate that adjacent lands began use for irrigated agriculture sometime between 1973 and 1982.

# 6 – Site Reconnaissance

## 6.1 Methodology and Limiting Conditions

Mr. Steve Nelson, Washington State Licensed Geologist employed by RH2, toured the subject property without restriction on December 20, 2025. Photographs presented in **Section 16.3** document the visible conditions at the time of the observations. Mr. Nelson traversed the perimeters of the parcels by vehicle and the interiors of the parcels by vehicle along the irrigation roads and on foot throughout the parcel.

## 6.2 General Site Setting

The subject property primarily consists of flat or gently undulating terrain that has been graded and is currently used for agricultural purposes, with some undisturbed areas in the northwest and southwest corners consisting of northeasterly-trending sand dunes covered by sagebrush

and grasses. A perimeter road surrounds the subject parcel on all but the west side, which is bordered by a rough track.

There are no surficial streams or routes for stormwater runoff.

## 6.3 Exterior Observations

The subject property is zoned "Resource Agriculture" by Franklin County.

There are no stockpiles of waste or granular fill on the subject property. Scattered inert material (wood, plastic, metal) observed on the undisturbed portions of the subject parcel did not appear to consist of or contain potential contaminants. Remnants of barbed wire/electric wire fencing were observed at the southwest corner of the subject property.

## 6.4 Interior Observations

No structures with interiors exist on the subject parcel.

## 6.5 Potential Environmental Conditions

The subject property and adjacent parcels are used for irrigated agriculture. The risk that agricultural chemicals and petroleum fuels and lubricants may have contaminated the soil within the subject parcel and along the parcel boundaries is low.

The risk that abandoned equipment, metal drums, contaminated soil, or other sources of dumping and disposal on the subject property has resulted in soil contamination is very low; inspection of the parcels was thorough and complete.

# 7 – Interviews

## 7.1 Interview with Owner's Representatives

In January 2026, RH2 interviewed Mr. Tyler Halliday, a representative of DS Ranch Holdings LLC, the owner of the subject property (**Section 16.6**). Mr. Halliday said he has been associated with the subject property from 2021 to date, when he had initially rented the subject property. He then purchased the subject property in 2024 for irrigated agriculture of alfalfa, carrot seed, and potatoes. He was unaware of spills of any kind during that time or any time prior to his direct association with the site.

## 7.2 Interviews with Occupants

The subject property is not occupied.

## 7.3 Interviews with Local Government Officials

A representative of the City (Mr. Michael Henao) was contacted and asked about known environmental conditions on the site. Mr. Henao was not aware of any environmental conditions on or near the subject property.

## 7.4 Interviews with Others

No interviews were conducted with other individuals.

# 8 – Findings

## 8.1 Environmental Conditions at the Subject property

No indications of significant environmental conditions were observed at the subject property or are apparent from environmental records for the subject property and adjacent properties.

## 8.2 Off-Site Environmental Conditions

The EDR database indicates no potential historical releases of contaminants within ½-mile of the subject property.

# 9 – Opinion

The interpretation of the findings of this Phase 1 ESA is that environmental conditions that potentially represent a risk to human health are present on the site in the form of shallow soil that may contain trace concentrations of agricultural chemicals and petroleum hydrocarbons associated with adjacent irrigated land use.

The risk from these potentially contaminated soils is direct human contact, but this risk is insignificant.

# 10 – Conclusions

RH2 has performed a Phase 1 ESA in conformance with the scope and limitations of ASTM E1527-21 for Parcel No. 124710063 owned by DS Ranch Holdings LLC. The subject property is located approximately 4.6 miles north of downtown Pasco. Any exceptions to, or deletions from, this practice are described in **Section 2.4** of this report. This assessment has revealed no evidence of recognized environmental conditions on the subject property.

# 11 – Deviations and Significant Gaps

The Phase 1 ESA followed the guidance of ASTM E1527-21 without deviation.

The entire parcel was observed; however, dense grass and shrubby vegetation in the undisturbed areas of the subject property may have obscured existing site features. There is a possibility that areas of illegal dumping may have occurred on the parcel and have been overgrown and were not observed. This may be considered a potential gap in understanding of site conditions. However, the ready access to the site, the aerial photographic record that shows little site disturbance over the years, and the most probable sites for illegal dumping near perimeter roads were also thoroughly observed, which makes this a potential but not significant gap.

# 12 – Additional Services

No additional services were performed at the subject property.

# 13 – References

Site records obtained from federal and state environmental databases are presented in the EDR Radius Report (**Section 16.5**). Other referenced reports are described specifically in this document.

# 14 – Signature of Environmental Professional

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 40 Code of Federal Regulations (CFR) § 312.10. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR § 312.

# 15 – Qualifications of Environmental Professional

Mr. Steve Nelson is a Washington State Licensed Geologist with 30 years of experience in environmental site assessments in the State of Washington. Mr. Nelson has conducted numerous similar Phase 1 ESAs and several Phase 2 ESAs on commercial, industrial, solid waste, and hazardous waste properties throughout Washington State.

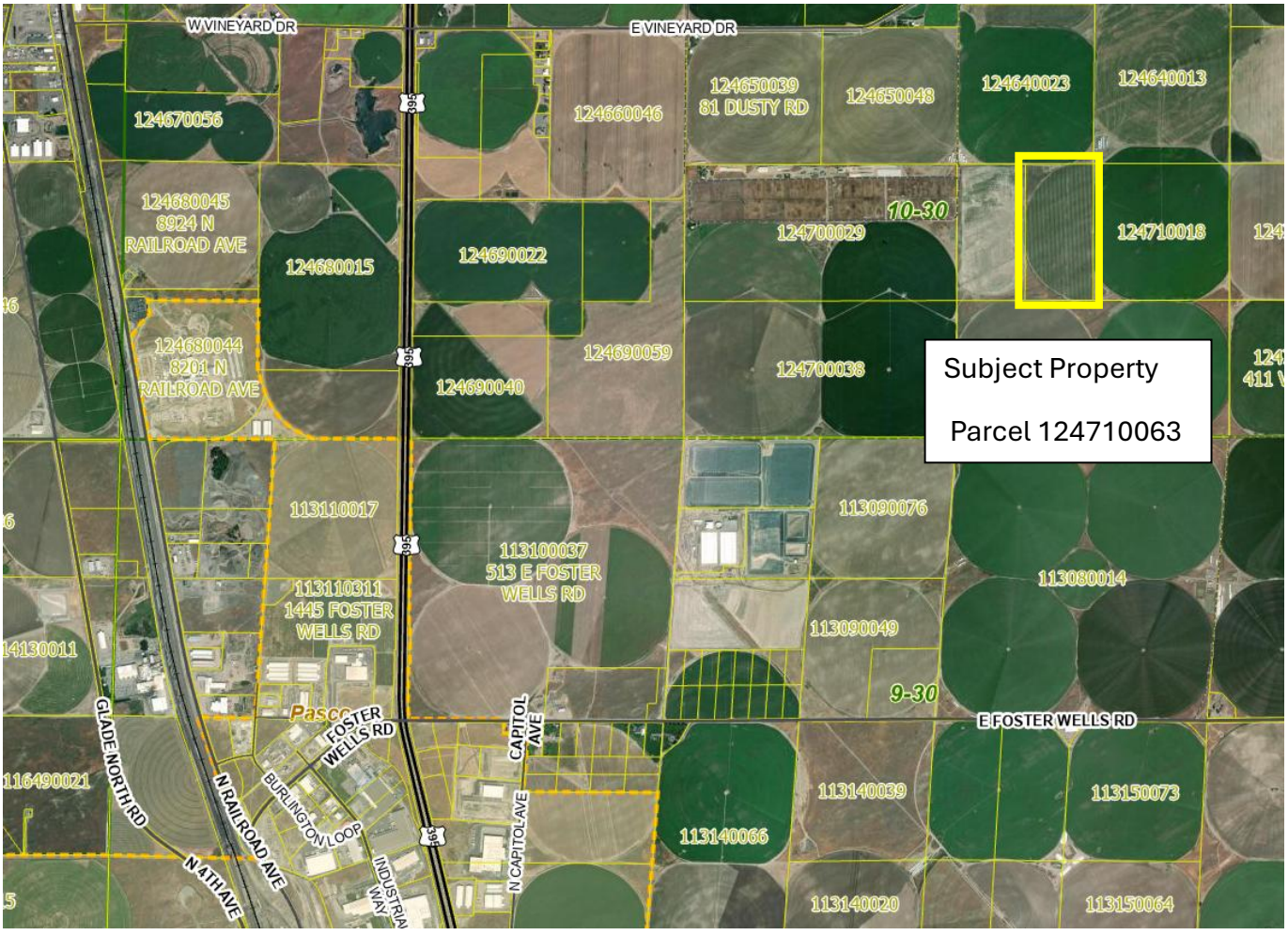
# Appendices

# 16.1 Site Vicinity Map

# Figure 1

## Map of Subject Property

## Phase 1 Environmental Site Assessment, Process Water Reuse Facility Voss Parcel




1 mile

Source: Franklin County Base Map, gisportal.franklin.co.franklin.wa.us

# 16.2 Map of Subject Property

# Figure 2

## Site Map

## Phase 1 Environmental Site Assessment, PWRF Former Voss Parcel




Source: Franklin County Base Map, gisportal.franklin.co.franklin.wa.us

# 16.3 Site Photographs



From northeast corner looking south.



From center of east property line looking southwest.



From southwest corner looking north.



From southwest corner looking east.



From southeast corner looking west.



Monitoring well just west of northwest corner.



Metal debris in northwest corner.



Plastic debris in northwest corner.

# 16.4 Historical Research Documentation

Historical Topographic Maps and Aerial Photographs

Pasco Voss

Not Reported

Pasco, WA 99301

Inquiry Number: 8207585.4

December 22, 2025

# EDR Historical Topo Map Report

## with QuadMatch™

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

# EDR Historical Topo Map Report

12/22/25

| Site Name: | Client Name: |
|---|---|
| Pasco Voss | RH2 Engineering, Inc |
| Not Reported | 22722 29th Drive SE |
| Pasco, WA 99301 | Bothell, WA 98021-0000 |
| EDR Inquiry # 8207585.4 | Contact: Steve Nelson |

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by RH2 Engineering, Inc were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

| *Search Results:* | | *Coordinates:* | |
|---|---|---|---|
| **P.O.#** | 02102636.08 | **Latitude:** | 46.311025 46° 18' 40" North |
| **Project:** | Pasco PWTF Voss ESA | **Longitude:** | -119.043212 -119° 2' 36" West |
| | | **UTM Zone:** | Zone 11 North |
| | | **UTM X Meters:** | 342679.66 |
| | | **UTM Y Meters:** | 5130634.23 |
| | | **Elevation:** | 553.02' above sea level |

**Maps Provided:**

2020
2017
2014
1992
1979
1965
1951
1917

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## *Topo Sheet Key*

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### 2020 Source Sheets



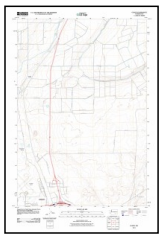
Glade
2020
7.5-minute, 24000

### 2017 Source Sheets



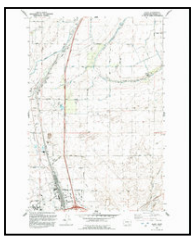
Glade
2017
7.5-minute, 24000

### 2014 Source Sheets



Glade
2014
7.5-minute, 24000

### 1992 Source Sheets

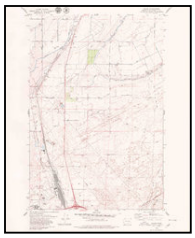


Glade
1992
7.5-minute, 24000
Aerial Photo Revised 1988

## *Topo Sheet Key*

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

### 1979 Source Sheets



Glade
1979
7.5-minute, 24000
Aerial Photo Revised 1973

### 1965 Source Sheets



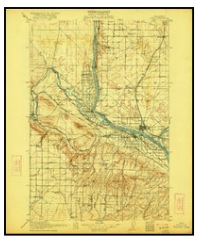
Eltopia
1965
15-minute, 62500
Aerial Photo Revised 1964

### 1951 Source Sheets



ELTOPIA
1951
15-minute, 62500

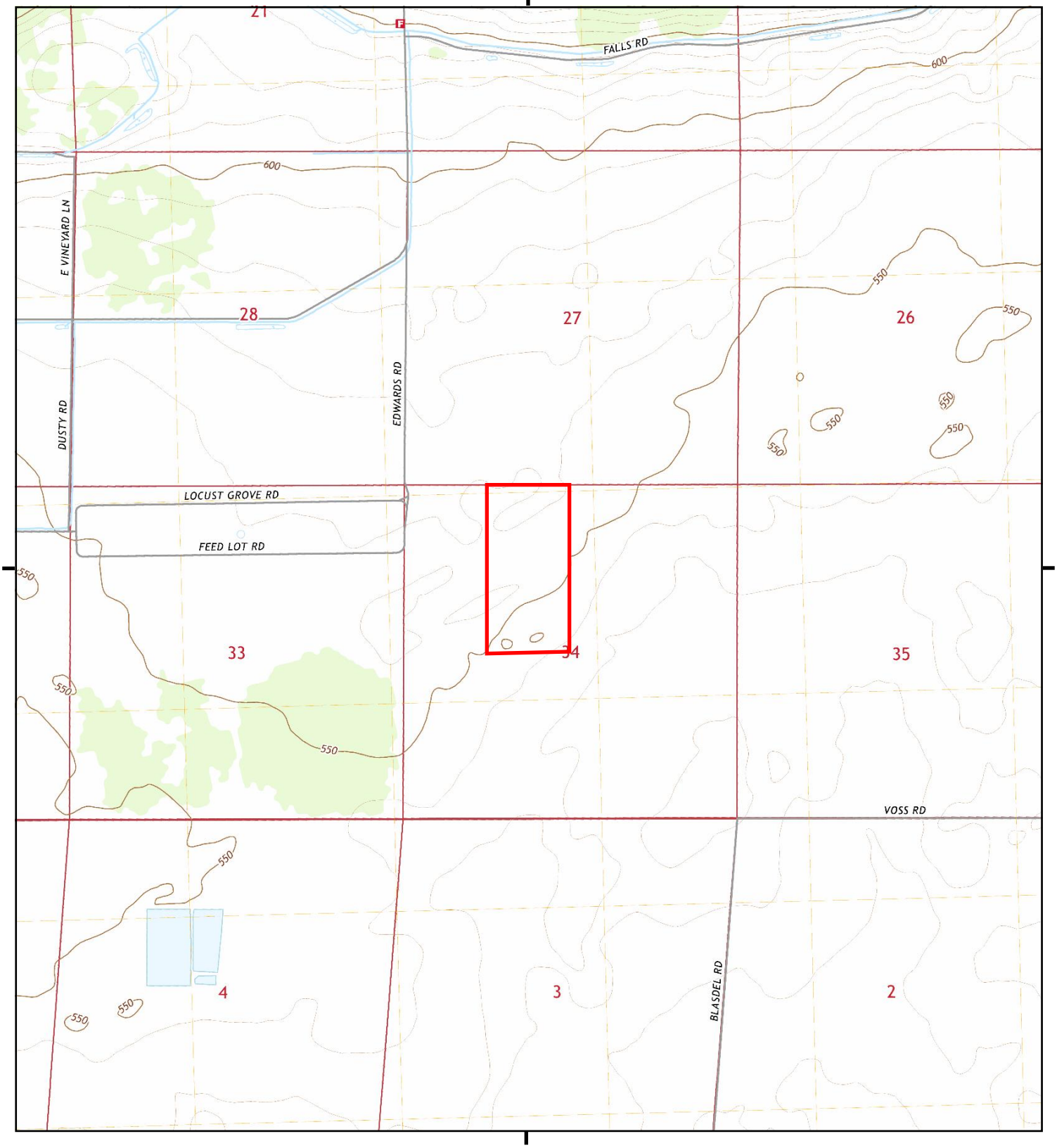
### 1917 Source Sheets



Pasco
1917
30-minute, 125000

# Historical Topo Map

2020




This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

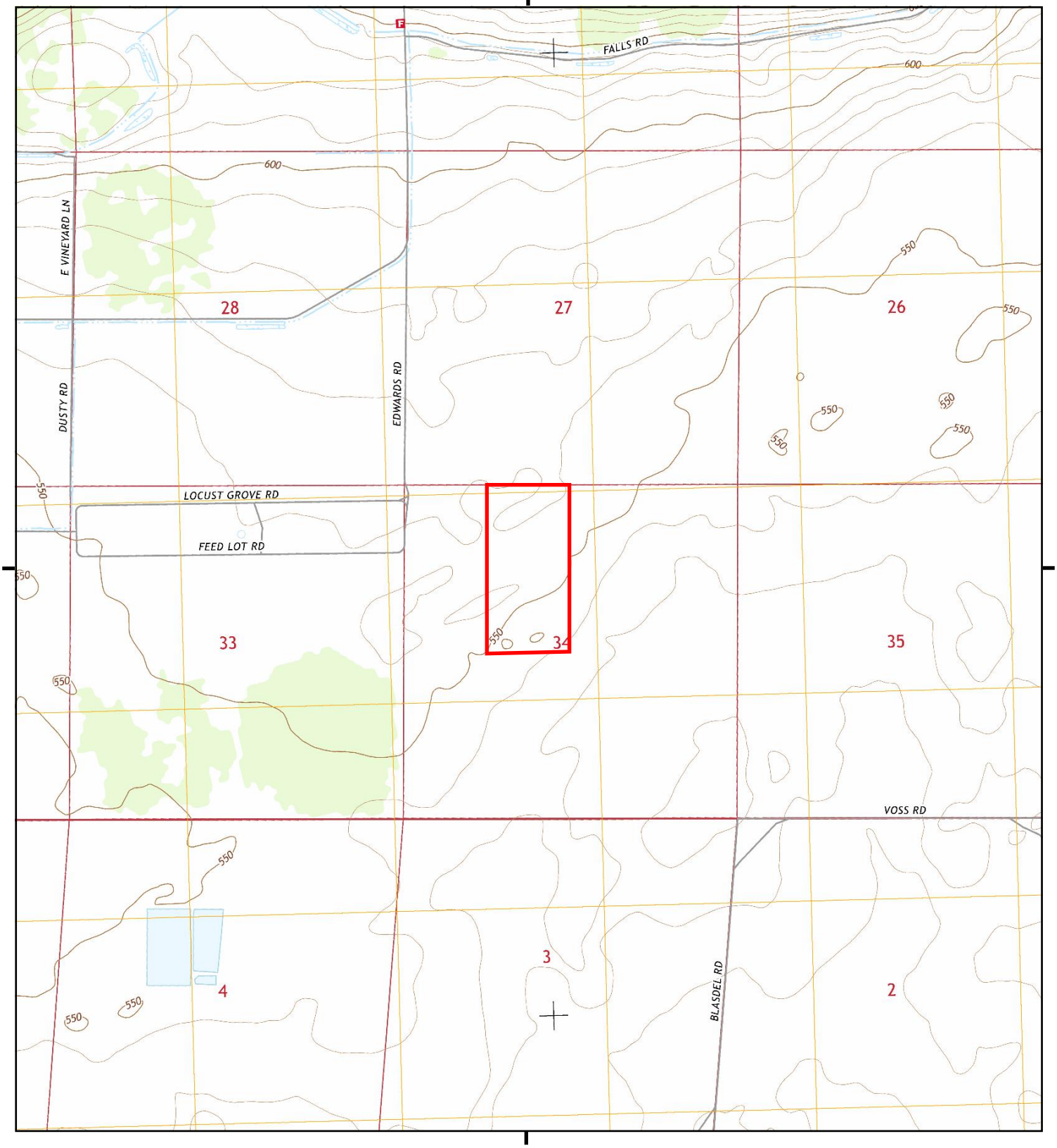
TP, Glade, 2020, 7.5-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N

# Historical Topo Map

2017




This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

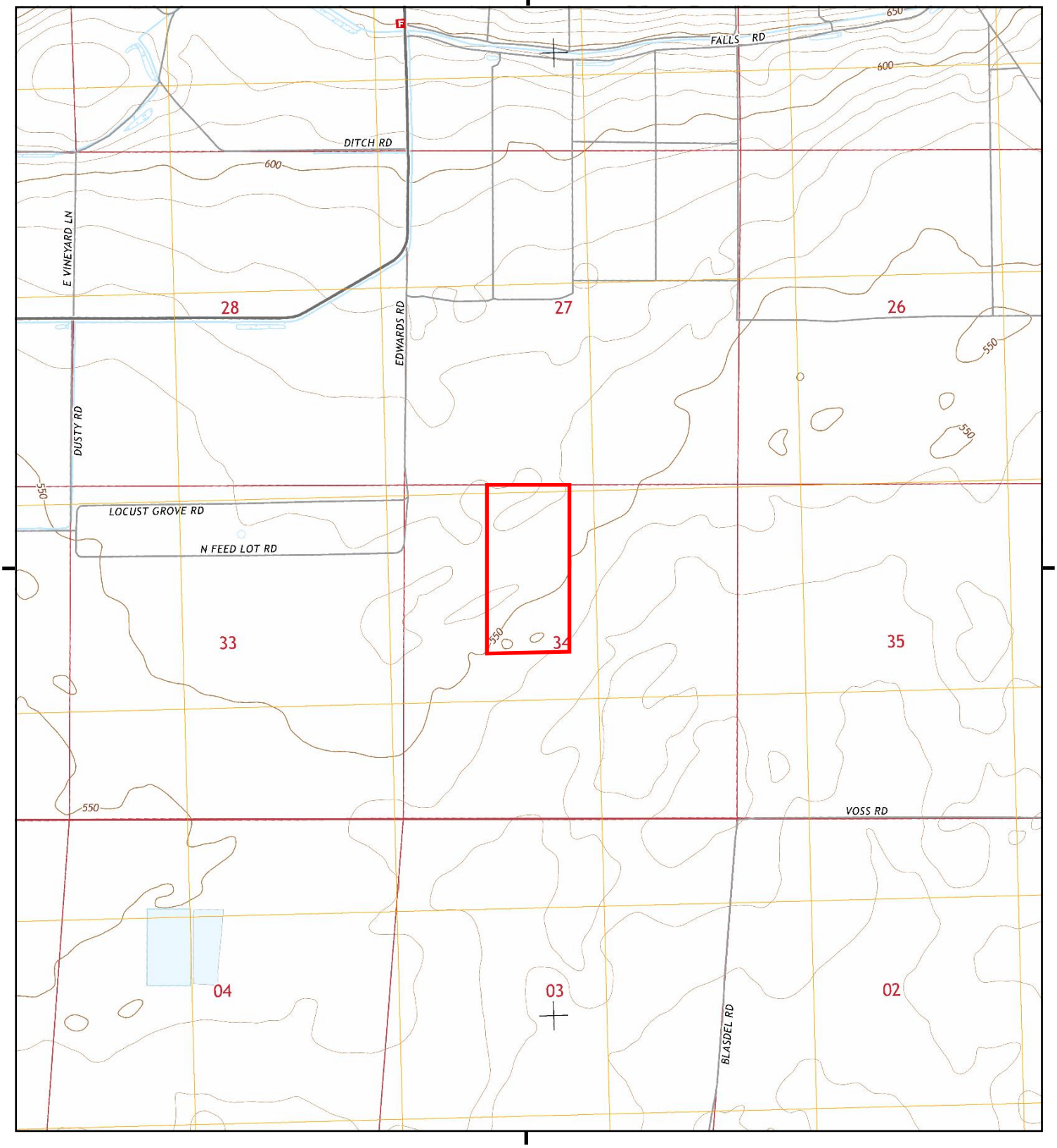
TP, Glade, 2017, 7.5-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N

# Historical Topo Map

2014




This report includes information from the following map sheet(s).

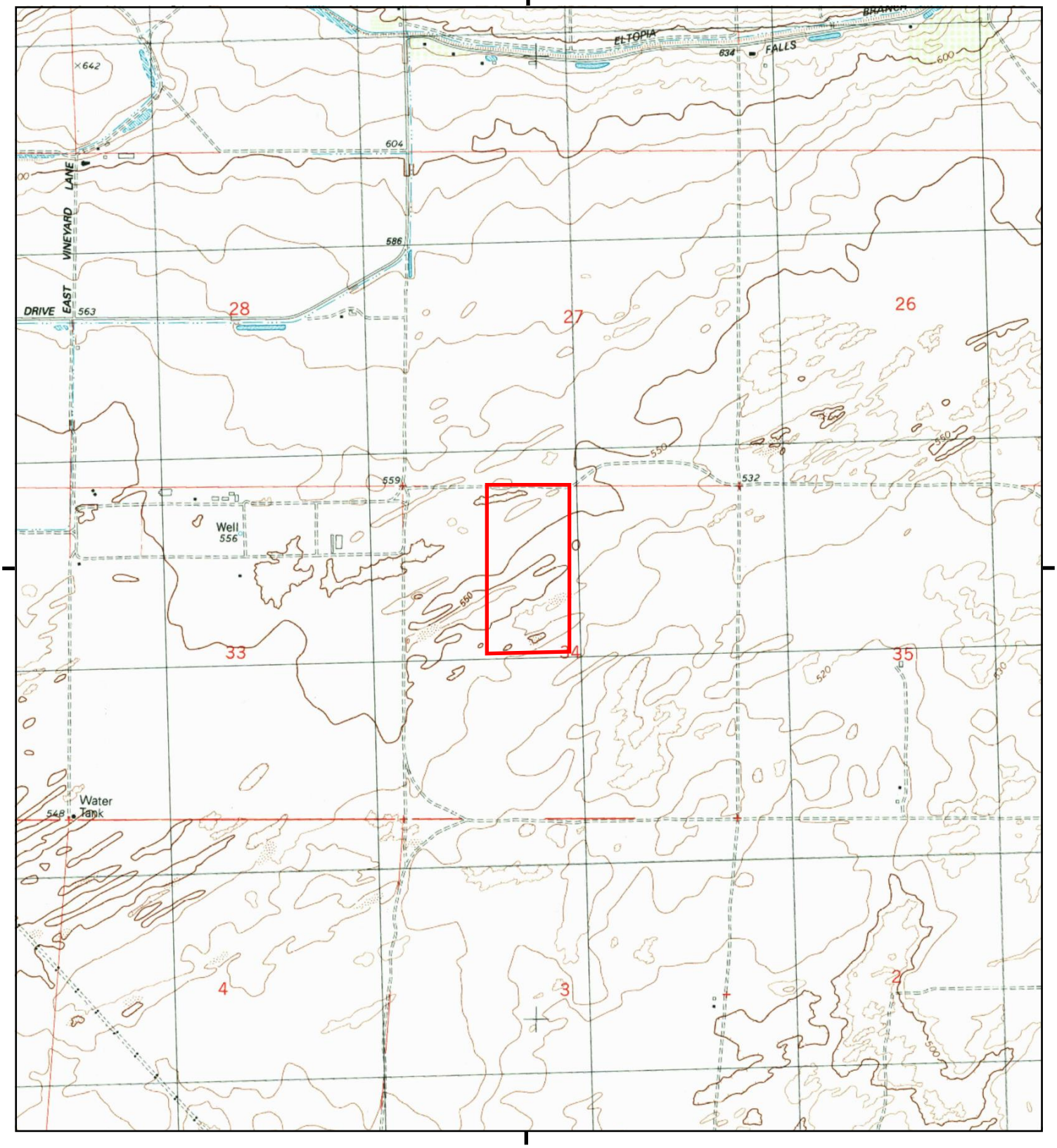
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Glade, 2014, 7.5-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N




This report includes information from the following map sheet(s).

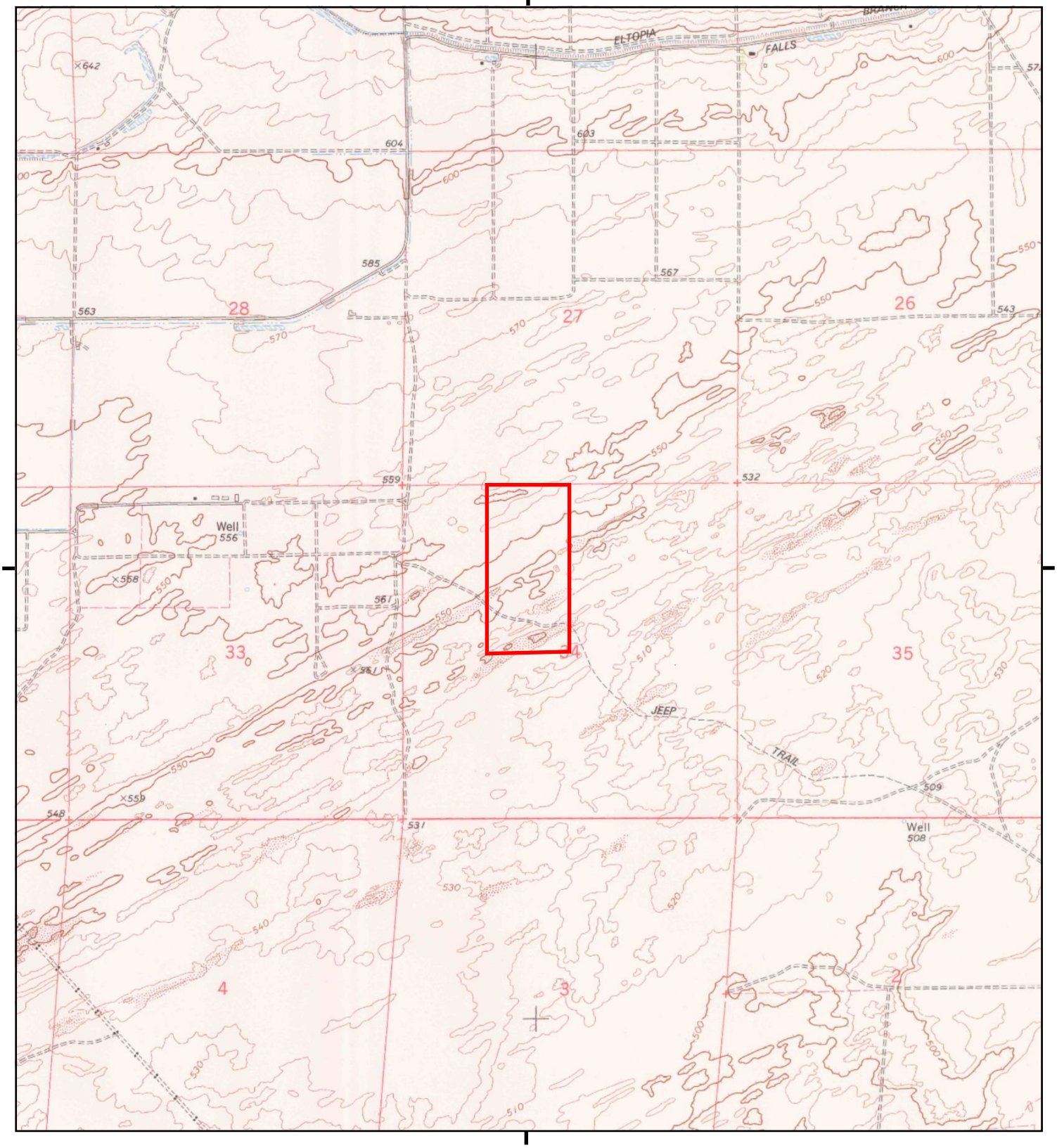
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Glade, 1992, 7.5-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N




This report includes information from the following map sheet(s).

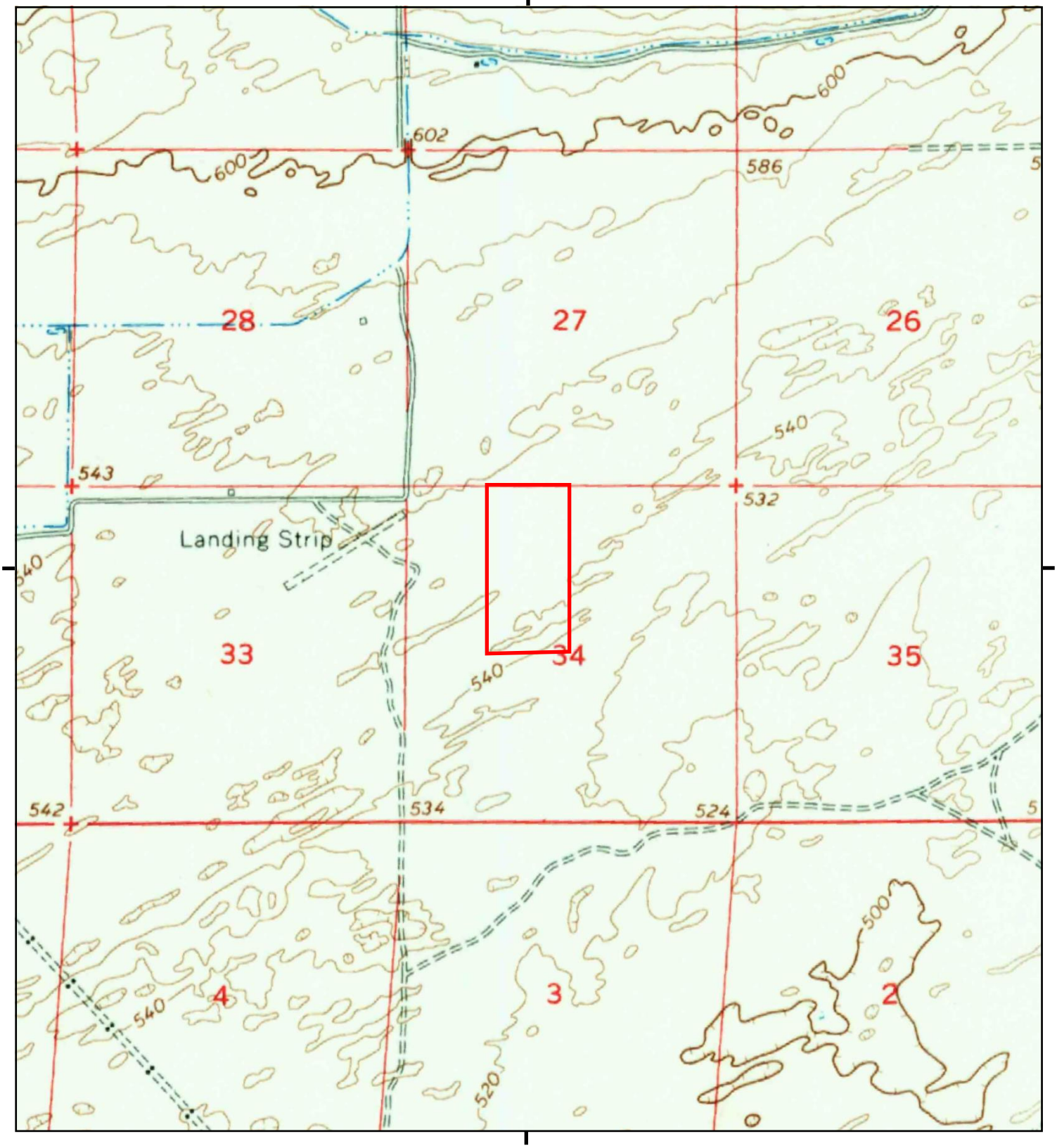
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Glade, 1979, 7.5-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N




This report includes information from the following map sheet(s).

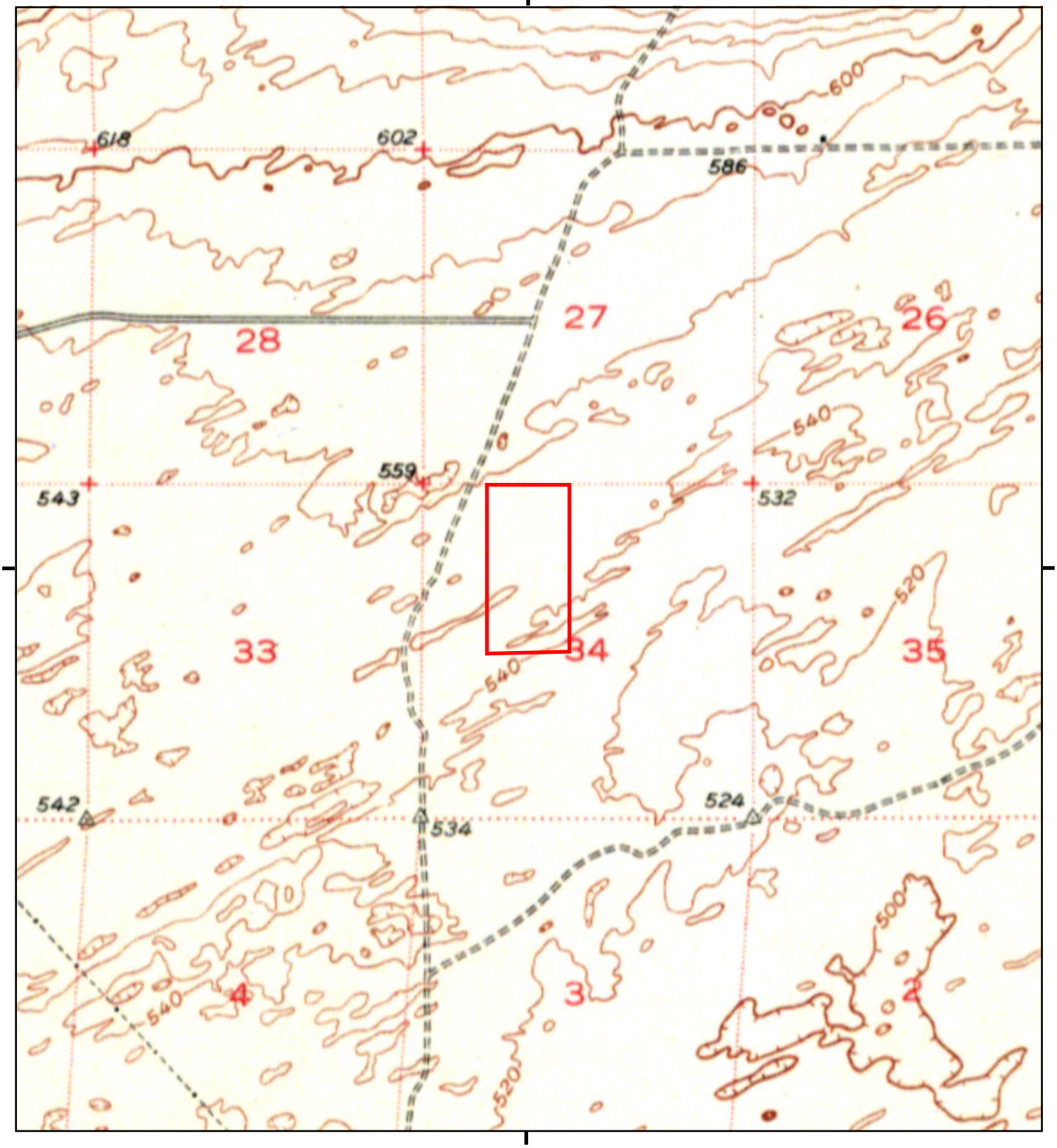
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Eltopia, 1965, 15-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N




This report includes information from the following map sheet(s).

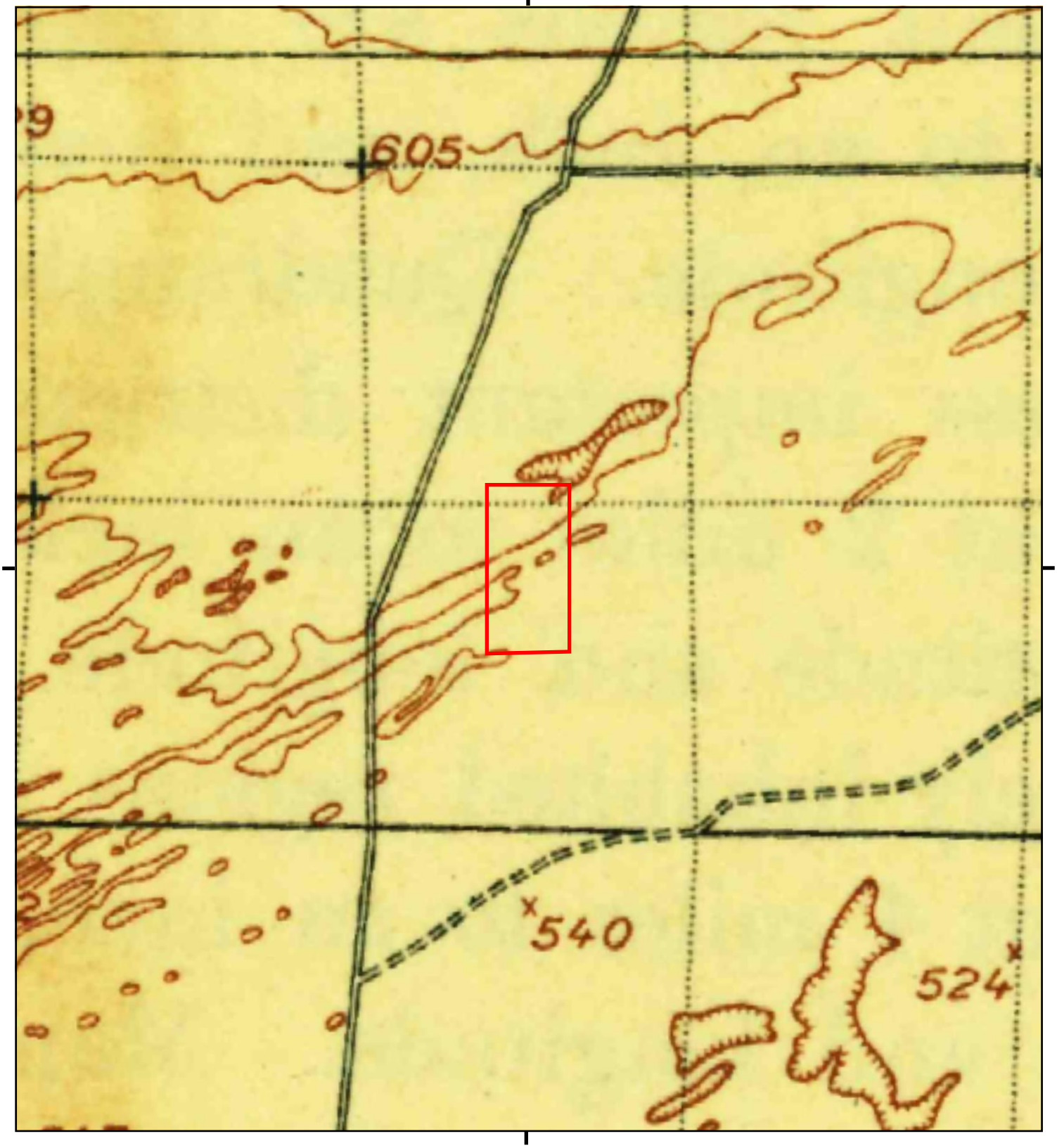
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, ELTOPIA, 1951, 15-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N




This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Pasco, 1917, 30-minute

SITE NAME: Pasco Voss
ADDRESS: Not Reported
Pasco, WA 99301
CLIENT: RH2 Engineering, Inc

N

**Pasco Voss**

Not Reported

Pasco, WA 99301

Inquiry Number: 8207585.8

December 24, 2025

# The EDR Aerial Photo Decade Package

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

# EDR Aerial Photo Decade Package

12/24/25

**Site Name:**

Pasco Voss
Not Reported
Pasco, WA 99301
EDR Inquiry # 8207585.8

**Client Name:**

RH2 Engineering, Inc
22722 29th Drive SE
Bothell, WA 98021-0000
Contact: Steve Nelson

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

***Search Results:***

| *Year* | *Scale* | *Details* | *Source* |
|---|---|---|---|
| 2023 | 1"=500' | Flight Year: 2023 | USDA/NAIP |
| 2019 | 1"=500' | Flight Year: 2019 | USDA/NAIP |
| 2015 | 1"=500' | Flight Year: 2015 | USDA/NAIP |
| 2011 | 1"=500' | Flight Year: 2011 | USDA/NAIP |
| 2006 | 1"=500' | Flight Year: 2006 | USDA/NAIP |
| 1996 | 1"=500' | Acquisition Date: July 05, 1996 | USGS/DOQQ |
| 1982 | 1"=500' | Flight Date: August 01, 1982 | USDA |
| 1977 | 1"=500' | Flight Date: July 01, 1977 | USGS |
| 1973 | 1"=500' | Flight Date: July 01, 1973 | USGS |
| 1952 | 1"=500' | Flight Date: October 17, 1952 | USGS |
| 1948 | 1"=500' | Flight Date: June 02, 1948 | USGS |

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INQUIRY #: 8207585.8

YEAR: 2023

= 500'

N

EDR



INQUIRY #: 8207585.8

YEAR: 2019

= 500'

N

EDR



INQUIRY #: 8207585.8

YEAR: 2015

= 500'

N

EDR



INQUIRY #: 8207585.8

YEAR: 2011

= 500'

N

EDR



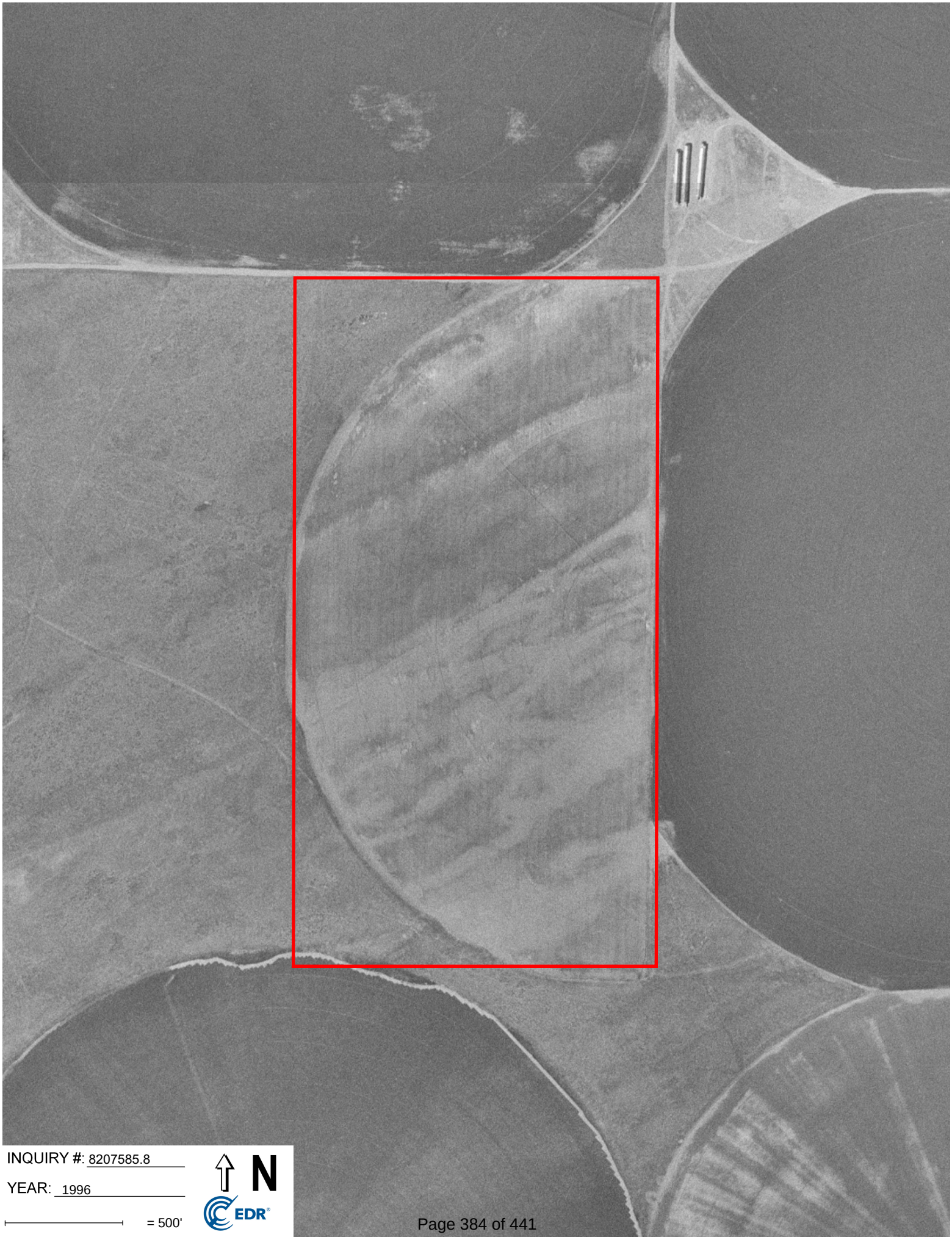
INQUIRY #: 8207585.8

YEAR: 2006

= 500'

N

EDR



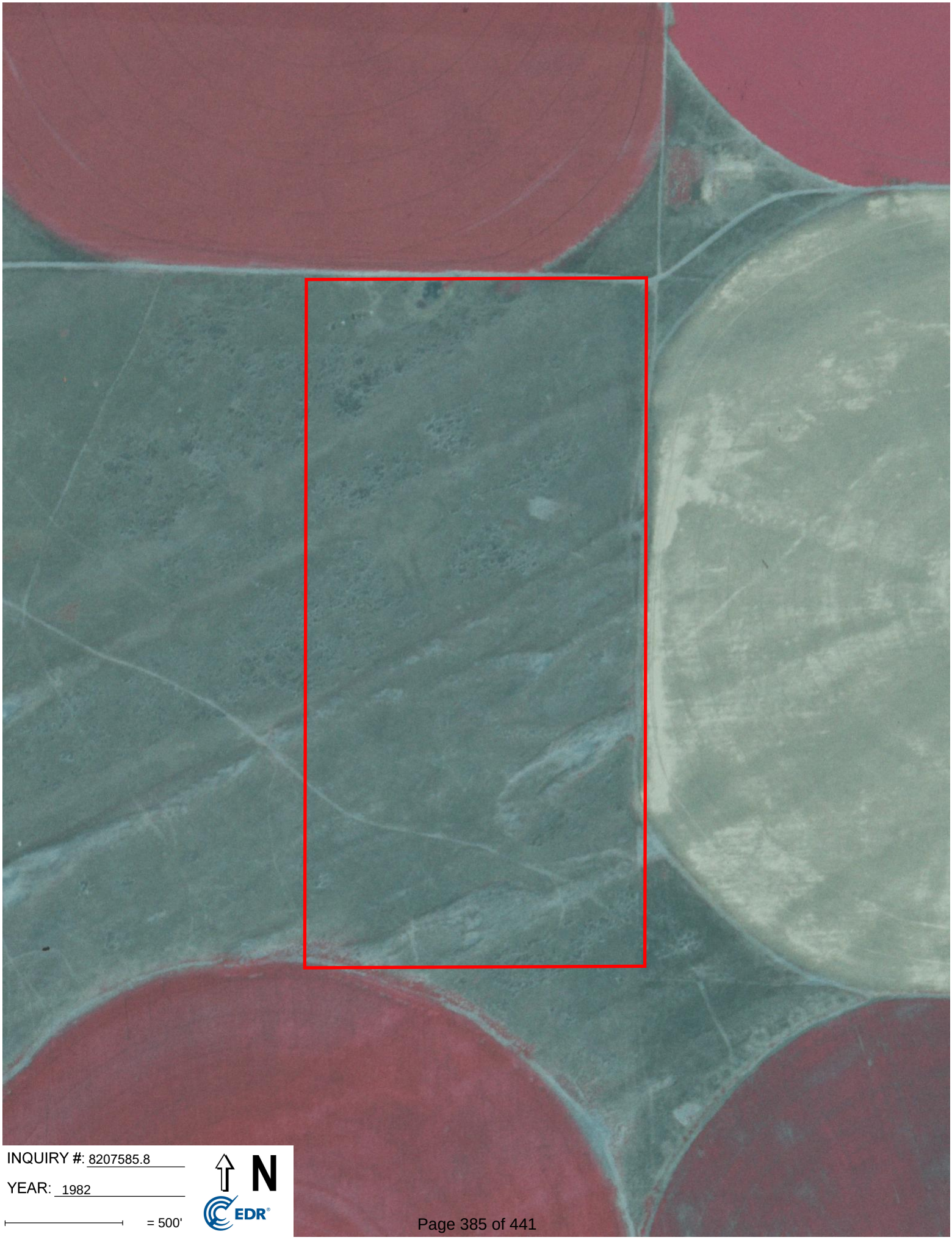
INQUIRY #: 8207585.8

YEAR: 1996

= 500'

N

EDR



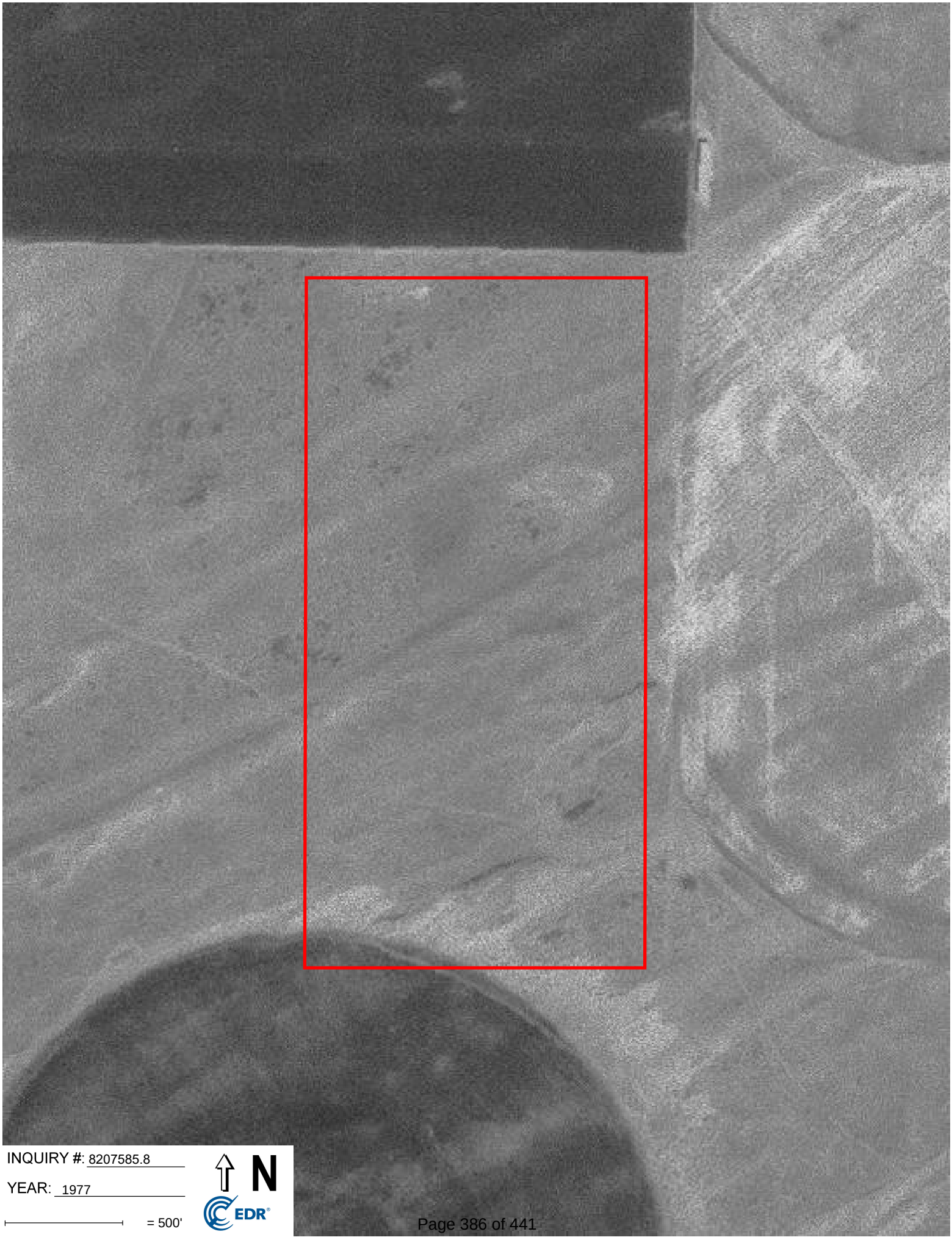
INQUIRY #: 8207585.8

YEAR: 1982

= 500'

N

EDR



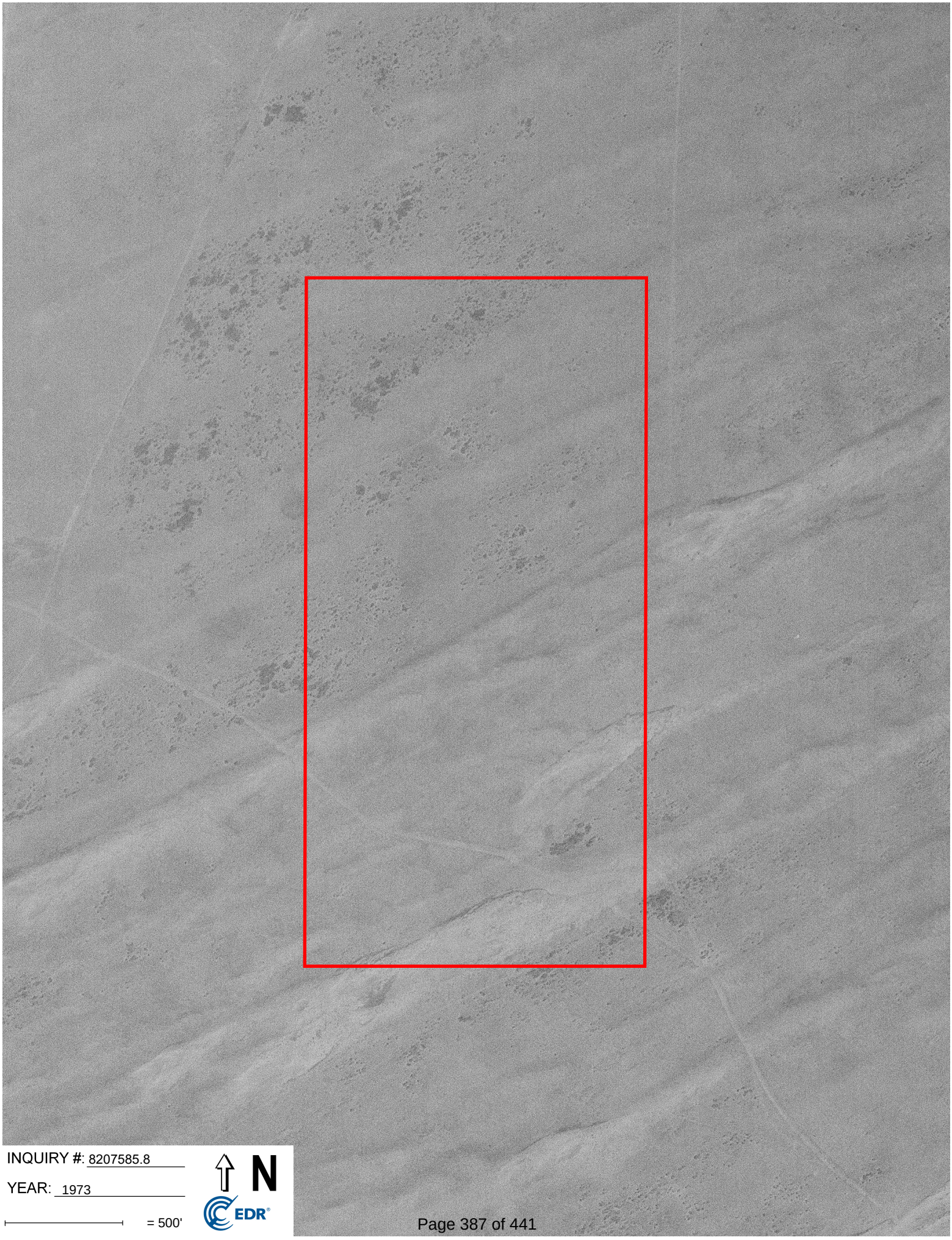
INQUIRY #: 8207585.8

YEAR: 1977

= 500'

N

EDR



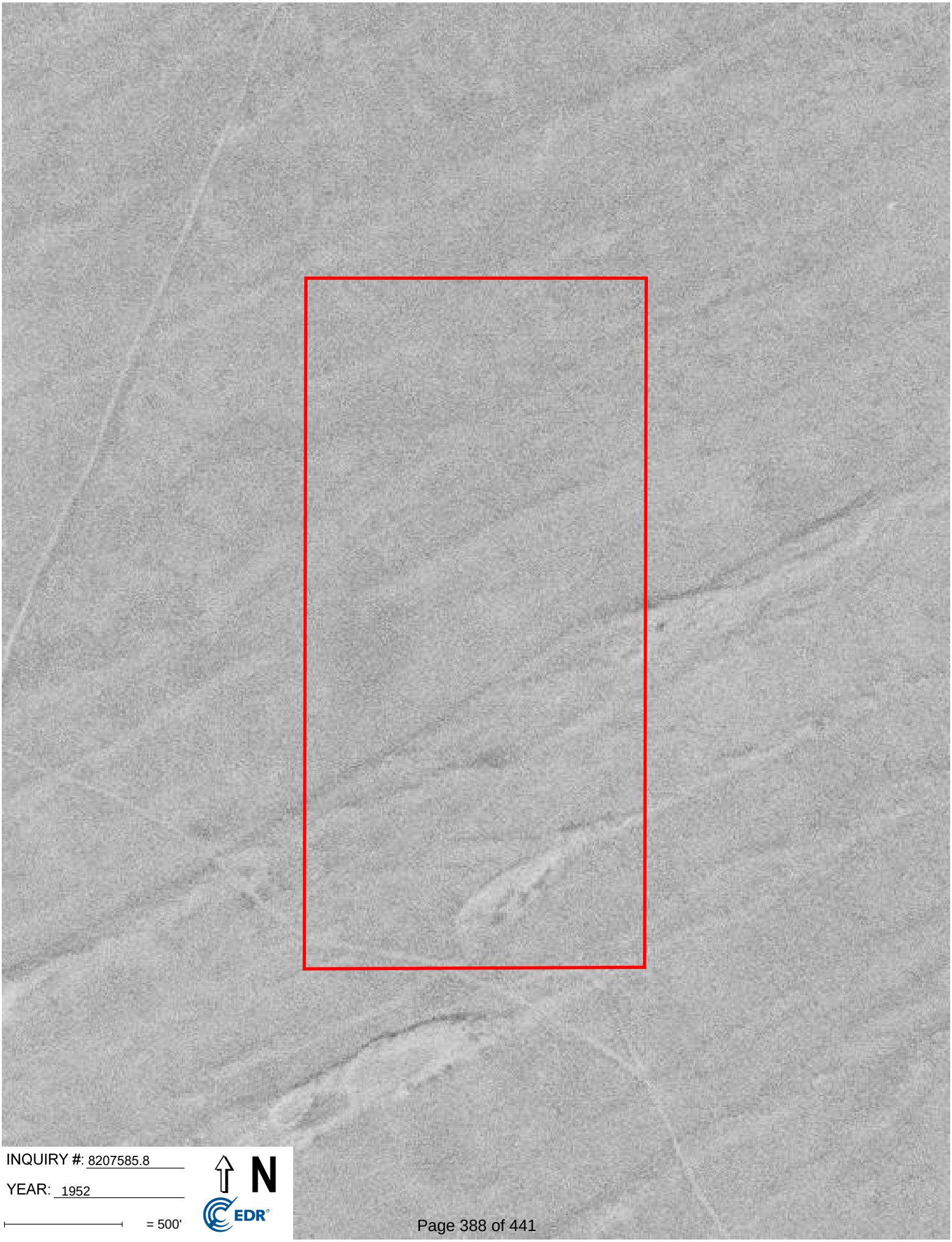
INQUIRY #: 8207585.8

YEAR: 1973

= 500'

N

EDR



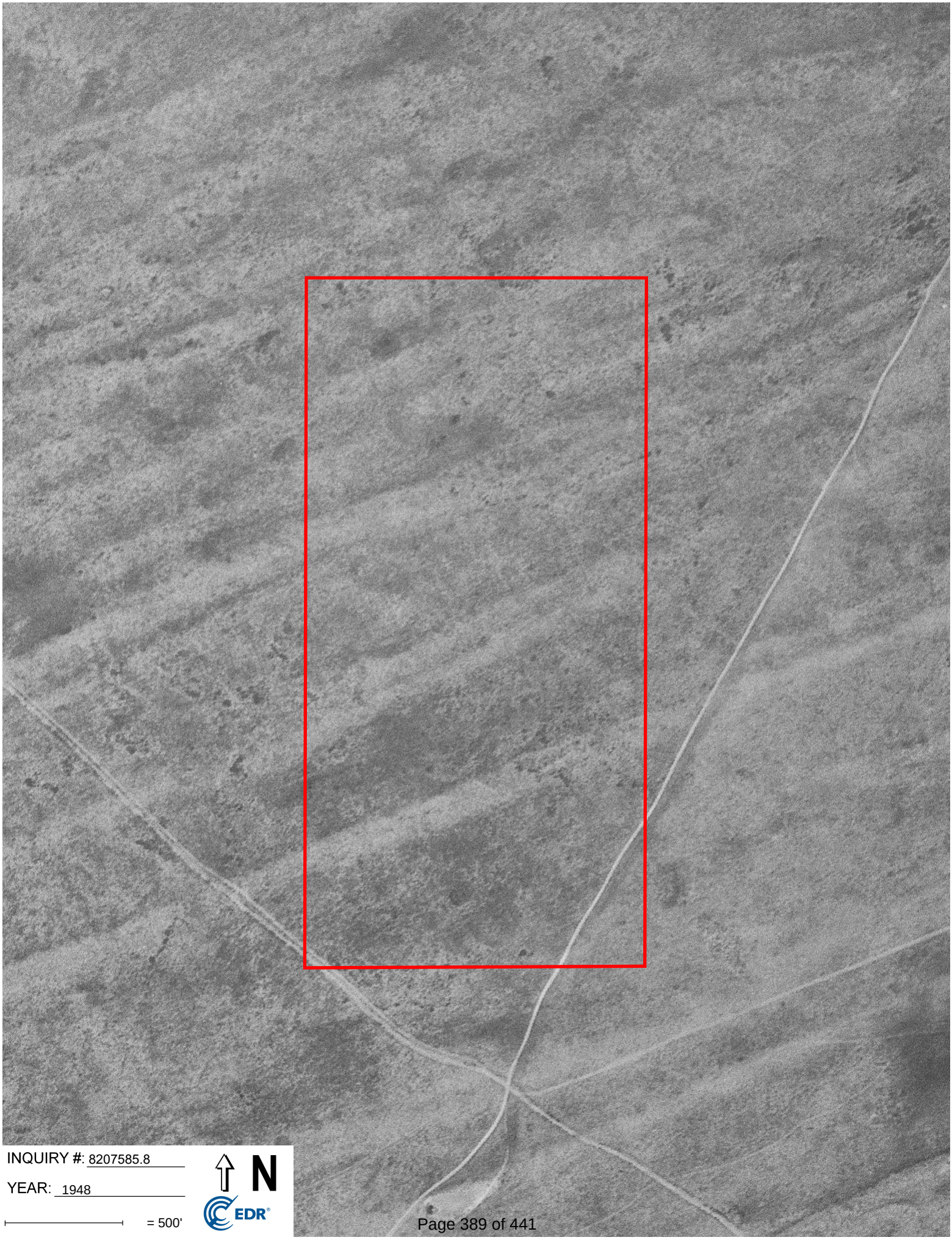
INQUIRY #: 8207585.8

YEAR: 1952

= 500'

N

EDR



INQUIRY #: 8207585.8

YEAR: 1948

= 500'

N

EDR

# 16.5 Regulatory Records Documentation

Publicly available federal and state records are in the EDR Radius Report.
This section contains the EDR Radius Report Executive Summary and Maps.

**Pasco Voss**
Not Reported
Pasco, WA 99301

Inquiry Number: 8207585.2s
December 22, 2025

# The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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## LIGHTBOX LIVE

Open LightBox Live to access data, tools, and advanced analytics in one online platform.

http://www.web.edrnet.com/ordering/switchboard/login.aspx?s=goto_lightbox&pguid=DE8BCF31-8545-4A12-A2E3-067199D98FD6


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| Detail Map | 3 |
| Map Findings Summary | 4 |
| Map Findings | 8 |
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## GEOCHECK ADDENDUM


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# EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 23), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

**TARGET PROPERTY INFORMATION**

**ADDRESS**

NOT REPORTED
PASCO, WA 99301

**COORDINATES**

| | |
|---|---|
| Latitude (North): | 46.3110250 - 46° 18' 39.69'' |
| Longitude (West): | 119.0432120 - 119° 2' 35.56'' |
| Universal Tranverse Mercator: | Zone 11 |
| UTM X (Meters): | 342674.9 |
| UTM Y (Meters): | 5130416.0 |
| Elevation: | 553 ft. above sea level |

**USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY**

| | |
|---|---|
| Target Property Map: | 14732459 GLADE, WA |
| Version Date: | 2020 |

**AERIAL PHOTOGRAPHY IN THIS REPORT**

| | |
|---|---|
| Portions of Photo from: | 20230630 |
| Source: | USDA |

## MAPPED SITES SUMMARY

Target Property Address:
NOT REPORTED
PASCO, WA 99301

Click on Map ID to see full detail.

| MAP ID | SITE NAME | ADDRESS | DATABASE ACRONYMS | RELATIVE ELEVATION | DIST (ft. & mi.) DIRECTION |
|---|---|---|---|---|---|

NO MAPPED SITES FOUND

# EXECUTIVE SUMMARY

## TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

## DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

## STANDARD ENVIRONMENTAL RECORDS

### *Lists of Federal NPL (Superfund) sites*

NPL ---- National Priority List
Proposed NPL ---- Proposed National Priority List Sites
NPL LIENS ---- Federal Superfund Liens

### *Lists of Federal Delisted NPL sites*

Delisted NPL ---- National Priority List Deletions

### *Lists of Federal sites subject to CERCLA removals and CERCLA orders*

FEDERAL FACILITY ---- Federal Facility Site Information listing
SEMS ---- Superfund Enterprise Management System

### *Lists of Federal CERCLA sites with NFRAP*

SEMS-ARCHIVE ---- Superfund Enterprise Management System Archive

### *Lists of Federal RCRA facilities undergoing Corrective Action*

CORRACTS ---- Corrective Action Report

### *Lists of Federal RCRA TSD facilities*

RCRA-TSDF ---- RCRA - Treatment, Storage and Disposal

### *Lists of Federal RCRA generators*

RCRA-LQG ---- RCRA - Large Quantity Generators
RCRA-SQG ---- RCRA - Small Quantity Generators
RCRA-VSQG ---- RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

### *Federal institutional controls / engineering controls registries*

LUCIS ---- Land Use Control Information System

US ENG CONTROLS Engineering Controls Sites List
US INST CONTROLS Institutional Controls Sites List

***Federal ERNS list***

ERNS Emergency Response Notification System

***Lists of state- and tribal (Superfund) equivalent sites***

HSL Hazardous Sites List

***Lists of state- and tribal hazardous waste facilities***

CSCSL Confirmed and Suspected Contaminated Sites List

***Lists of state and tribal landfills and solid waste disposal facilities***

SWF/LF Solid Waste Facility Database

***Lists of state and tribal leaking storage tanks***

LUST Leaking Underground Storage Tanks Site List
INDIAN LUST Leaking Underground Storage Tanks on Indian Land

***Lists of state and tribal registered storage tanks***

FEMA UST Underground Storage Tank Listing
UST Underground Storage Tank Database
AST Aboveground Storage Tank Locations
INDIAN UST Underground Storage Tanks on Indian Land

***State and tribal institutional control / engineering control registries***

INST CONTROL Institutional Control Site List

***Lists of state and tribal voluntary cleanup sites***

VCP Voluntary Cleanup Program Sites
INDIAN VCP Voluntary Cleanup Priority Listing
ICR Independent Cleanup Reports
PTAP PTAP Site Listing

***Lists of state and tribal brownfield sites***

BROWNFIELDS Brownfields Sites Listing

**ADDITIONAL ENVIRONMENTAL RECORDS**

***Local Brownfield lists***

US BROWNFIELDS A Listing of Brownfields Sites

***Local Lists of Landfill / Solid Waste Disposal Sites***

SWRCY Recycling Facility List

SWTIRE ---- Solid Waste Tire Facilities
INDIAN ODI ---- Report on the Status of Open Dumps on Indian Lands
ODI ---- Open Dump Inventory
DEBRIS REGION 9 ---- Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS ---- Open Dumps on Indian Land

***Local Lists of Hazardous waste / Contaminated Sites***

US HIST CDL ---- Delisted National Clandestine Laboratory Register
ALLSITES ---- Facility/Site Identification System Listing
CDL ---- Clandestine Drug Lab Contaminated Site List
HIST CDL ---- List of Sites Contaminated by Clandestine Drug Labs
CSCSL NFA ---- Confirmed & Contaminated Sites - No Further Action
US CDL ---- National Clandestine Laboratory Register

***Local Land Records***

LIENS 2 ---- CERCLA Lien Information

***Records of Emergency Release Reports***

HMIRS ---- Hazardous Materials Information Reporting System
SPILLS ---- Reported Spills
SPILLS 90 ---- SPILLS 90 data from FirstSearch

***Other Ascertainable Records***

RCRA NonGen / NLR ---- RCRA - Non Generators / No Longer Regulated
FUDS ---- Formerly Used Defense Sites
DOD ---- Department of Defense Sites
SCRD DRYCLEANERS ---- State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR ---- Financial Assurance Information
EPA WATCH LIST ---- EPA WATCH LIST
2020 COR ACTION ---- 2020 Corrective Action Program List
TSCA ---- Toxic Substances Control Act
TRIS ---- Toxic Chemical Release Inventory System
SSTS ---- Section 7 Tracking Systems
ROD ---- Records Of Decision
RMP ---- Risk Management Plans
RAATS ---- RCRA Administrative Action Tracking System
PRP ---- Potentially Responsible Parties
PADS ---- PCB Activity Database System
ICIS ---- Integrated Compliance Information System
FTTS ---- FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS ---- Material Licensing Tracking System
COAL ASH DOE ---- Steam-Electric Plant Operation Data
COAL ASH EPA ---- Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER ---- PCB Transformer Registration Database
RADINFO ---- Radiation Information Database
HIST FTTS ---- FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS ---- Incident and Accident Data
CONSENT ---- Superfund (CERCLA) Consent Decrees
INDIAN RESERV ---- Indian Reservations
FUSRAP ---- Formerly Utilized Sites Remedial Action Program

UMTRA ---- Uranium Mill Tailings Sites
LEAD SMELTERS ---- Lead Smelter Sites
US AIRS ---- Aerometric Information Retrieval System Facility Subsystem
US MINES ---- Mines Master Index File
MINES MRDS ---- Mineral Resources Data System
ABANDONED MINES ---- Abandoned Mines
FINDS ---- Facility Index System/Facility Registry System
UXO ---- Unexploded Ordnance Sites
DOCKET HWC ---- Hazardous Waste Compliance Docket Listing
ECHO ---- Enforcement & Compliance History Information
FUELS PROGRAM ---- EPA Fuels Program Registered Listing
PFAS NPL ---- Superfund Sites with PFAS Detections Information
PFAS FEDERAL SITES ---- Federal Sites PFAS Information
PFAS TSCA ---- PFAS Manufacture and Imports Information
PFAS TRIS ---- List of PFAS Added to the TRI
PFAS RCRA MANIFEST ---- PFAS Transfers Identified In the RCRA Database Listing
PFAS ATSDR ---- PFAS Contamination Site Location Listing
PFAS WQP ---- Ambient Environmental Sampling for PFAS
PFAS PROJECT ---- NORTHEASTERN UNIVERSITY PFAS PROJECT
PFAS NPDES ---- Clean Water Act Discharge Monitoring Information
PFAS ECHO ---- Facilities in Industries that May Be Handling PFAS Listing
PFAS ECHO FIRE TRAIN ---- Facilities in Industries that May Be Handling PFAS Listing
PFAS PT 139 AIRPORT ---- All Certified Part 139 Airports PFAS Information Listing
AQUEOUS FOAM NRC ---- Aqueous Foam Related Incidents Listing
BIOSOLIDS ---- ICIS-NPDES Biosolids Facility Data
UST FINDER RELEASE ---- UST Finder Releases Database
UST FINDER ---- UST Finder Database
E MANIFEST ---- Hazardous Waste Electronic Manifest System
PFAS ---- PFAS Contamination Site Location Listing
AQUEOUS FOAM ---- Firefighting Foam Incidents
AIRS ---- Washington Emissions Data System
ASBESTOS ---- ASBESTOS
COAL ASH ---- Coal Ash Disposal Site Listing
DRYCLEANERS ---- Drycleaner List
Financial Assurance ---- Financial Assurance Information Listing
Inactive Drycleaners ---- Inactive Drycleaners
MANIFEST ---- Hazardous Waste Manifest Data
NPDES ---- Water Quality Permit System Data
UIC ---- Underground Injection Wells Listing

**EDR HIGH RISK HISTORICAL RECORDS**

***EDR Exclusive Records***

EDR MGP ---- EDR Proprietary Manufactured Gas Plants
EDR Hist Auto ---- EDR Exclusive Historical Auto Stations
EDR Hist Cleaner ---- EDR Exclusive Historical Cleaners

**EDR RECOVERED GOVERNMENT ARCHIVES**

***Exclusive Recovered Govt. Archives***

RGA HWS ---- Recovered Government Archive State Hazardous Waste Facilities List

RGA LF ---------- Recovered Government Archive Solid Waste Facilities List
RGA LUST ---------- Recovered Government Archive Leaking Underground Storage Tank

**SURROUNDING SITES: SEARCH RESULTS**

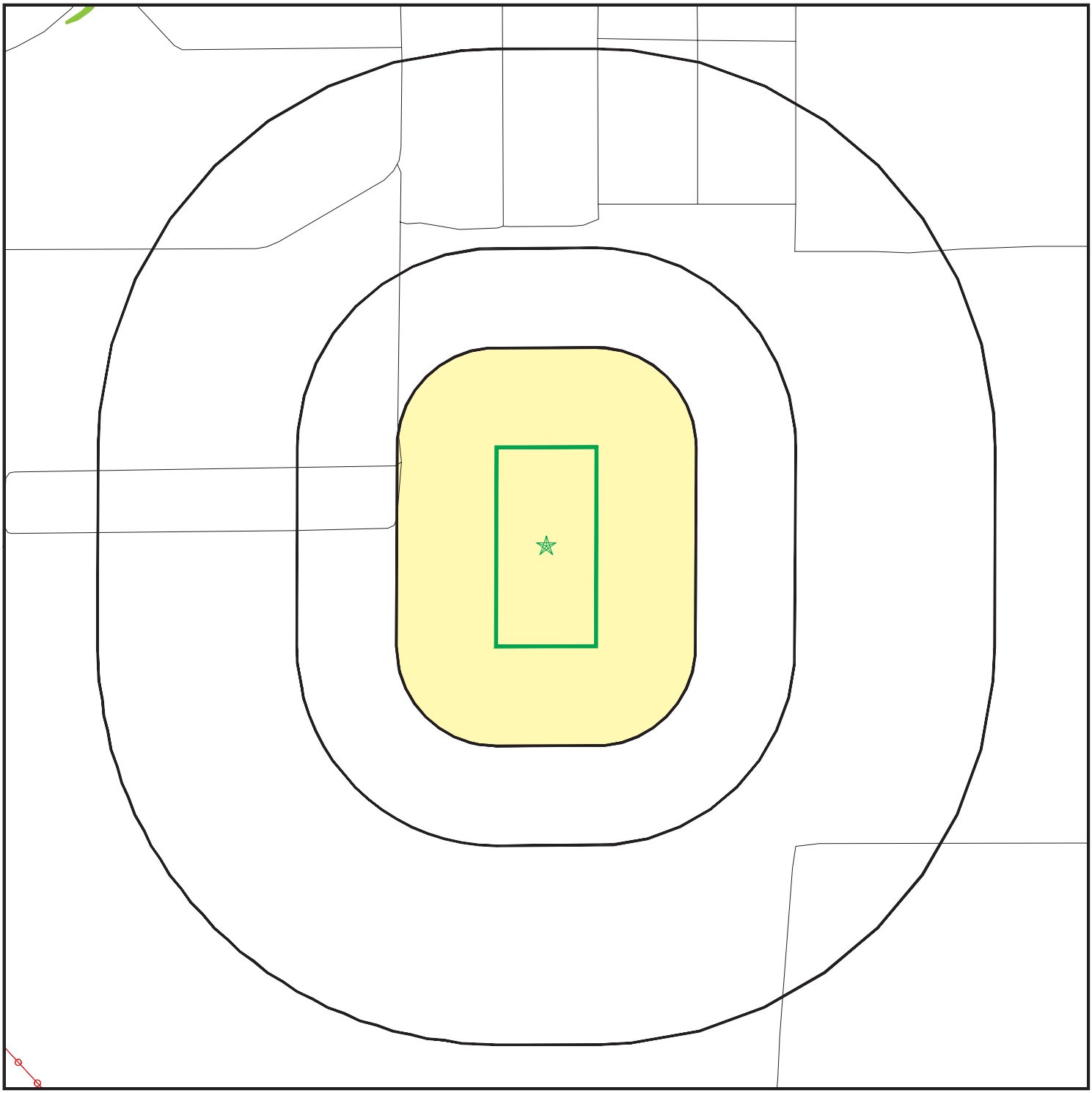
Surrounding sites were not identified.

Unmappable (orphan) sites are not considered in the foregoing analysis.

# EXECUTIVE SUMMARY

There were no unmapped sites in this report.

# OVERVIEW MAP - 8207585.2S



Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
National Priority List Sites
Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA
Power transmission lines
Special Flood Hazard Area (1%)
0.2% Annual Chance Flood Hazard
National Wetland Inventory
State Wetlands

N

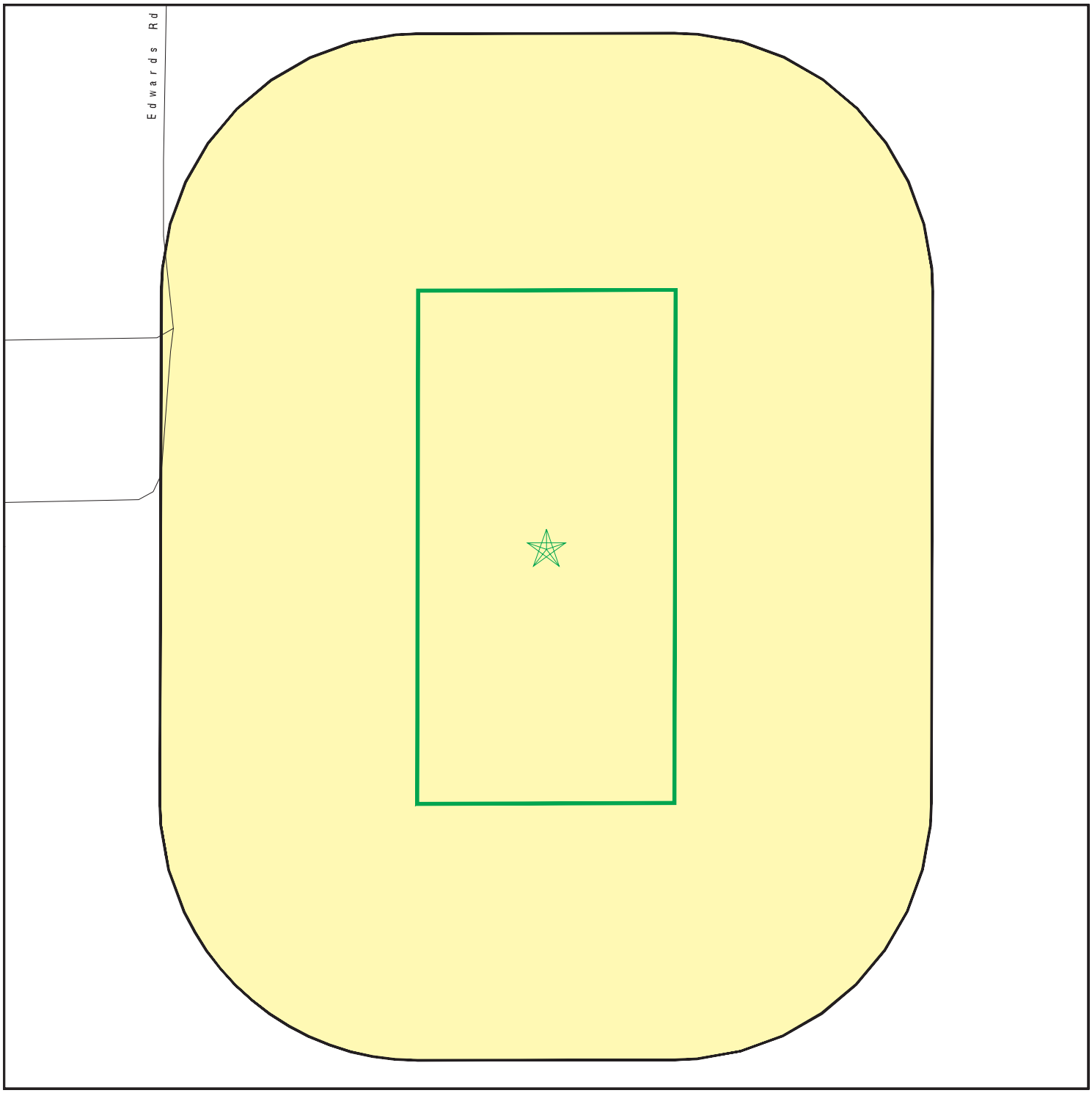
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

| | | | |
|---|---|---|---|
| SITE NAME: | Pasco Voss | CLIENT: | RH2 Engineering, Inc |
| ADDRESS: | Not Reported<br>Pasco WA 99301 | CONTACT: | Steve Nelson |
| | | INQUIRY #: | 8207585.2s |
| LAT/LONG: | 46.311025 / 119.043212 | DATE: | December 22, 2025 2:54 pm |



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# DETAIL MAP - 8207585.2S




Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

0 1/8 1/4 1/2 Miles

Indian Reservations BIA

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

N

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

| | | | |
|---|---|---|---|
| SITE NAME: | Pasco Voss | CLIENT: | RH2 Engineering, Inc |
| ADDRESS: | Not Reported<br>Pasco WA 99301 | CONTACT: | Steve Nelson |
| | | INQUIRY #: | 8207585.2s |
| LAT/LONG: | 46.311025 / 119.043212 | DATE: | December 22, 2025 2:55 pm |



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# 16.6 Interview Documentation

Interviews with:

Mr. Tyler Halliday and Mr. Michael Henao
are presented in total in sections herein.

# 16.7 Special Contractual Conditions Between User and Environmental Professional

None.

# 16.8 Qualification(s) of the Environmental Professional(s)

Refer to Section 15.

# AGENDA REPORT

FOR: City Council — March 2, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Maria Serra, Director
Public Works

SUBJECT: *Resolution No. 3715 - Setting a Public Hearing to Consider granting NFC Northwest LLC a franchise. (5 minute staff presentation)

## I. ATTACHMENT(S):

Resolution

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION:** I move to approve Resolution No. 3715, setting 7:00 PM, April 6, 2026, as the time and date for a public hearing to consider a Fiber Optic Franchise with NFC Northwest LLC.

## III. FISCAL IMPACT:

NFC Northwest LLC. is subject to a franchise fee of $1,000.

## IV. HISTORY AND FACTS BRIEF:

### Background

Fiber optic cable is a telecommunications technology that uses strands of glass or plastic to transmit data as light signals. This technology allows for high-speed internet, phone service, and other data communications that support homes, businesses, schools, healthcare, and public safety operations.

Pasco Municipal Code (PMC) provides for fiber optic franchises within Title 15 Telecommunications. Through a franchise agreement, the City may authorize a private provider to install and maintain fiber optic facilities within the public right-of-way, subject to City standards. Allowing access to the right-of-way supports expanded connectivity and economic development while ensuring infrastructure is installed, maintained, and regulated in a manner that protects public assets.

A fiber optic franchise falls under the general provisions of PMC Chapter 15.40

and does not qualify as either a cable system franchise, which would be covered by PMC Chapter 15.96, or a small cell system, covered under PMC Section 15.40.050 and related provisions.

Last year, a strategic partnership with Ziply Fiber created Network FiberCo (NFC). As part of this partnership, an identical franchise agreement has been requested for NFC Northwest, LLC, which will own a portion of the network between the Ziply Fiber network and the resident or businesses served. Because Ziply Fiber Pacific will still own some facilities in the Pasco ROW, that franchise cannot be assigned to NFC Northwest. Therefore, a new franchise has been requested. This franchise agreement requires a public hearing in accordance with PMC Subsection 15.20.080(2).

**Impact (other than fiscal)**
Allowing fiber optic infrastructure within the public right-of-way enhances broadband access and reliability for residents and businesses. The franchise requires the provider to obtain permits for construction, installation, maintenance, repair, or removal of facilities, ensuring City oversight and protection of public infrastructure.

## V. DISCUSSION:

**Recommendation**
Before considering granting the franchise, Council must hold a public hearing. Staff recommends setting the hearing for April 6, 2026 at the regular Council meeting.

**Constraints (time or other consideration)**
The franchise process is following the process outlined in PMC 15.40.

**Next Steps**
A public hearing will be held April 6, 2026. The approval of a new franchise requires a second reading before Council, so action may be taken April 20, 2026 at the earliest.

**Alternatives**
Council may choose whether or not to move forward with the franchise after the public hearing.

**RESOLUTION NO. _____**

**A RESOLUTION** OF THE CITY OF PASCO, WASHINGTON, SETTING 7:00 PM, APRIL 6, 2026, AS THE TIME AND DATE FOR A PUBLIC HEARING TO CONSIDER A FIBER OPTIC CABLE FRANCHISE WITH NFC NORTHWEST LLC.

**WHEREAS**, NFC Northwest, LLC has applied for a fiber optic cable franchise within City of Pasco right-of-way; and

**WHEREAS**, NFC Northwest, LLC and City staff have prepared a new fiber optic cable franchise agreement; and

**WHEREAS**, Pasco Municipal Code requires City Council to hold a public hearing prior to approving or denying a proposed fiber optic cable Franchise Agreement with NFC Northwest LLC..

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

That a public hearing to consider a fiber optic cable Franchise Agreement with NFC Northwest LLC will be held before the City Council of the City of Pasco in the Council Chambers at 525 N 3rd Avenue, Pasco, Washington at the hour of 7:00 p.m. on the 6th Day of April, 2026, and

**Be It Further Resolved**, that the city Clerk of the City of Pasco give notice of said public hearing as required by law, 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:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
Ogden Murphy Wallace, PLLC
City Attorney

# AGENDA REPORT

FOR: City Council — February 10, 2026

TO: Harold Stewart, City Manager — City Council Regular Meeting: 3/16/26

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: *Resolution No. 3716 - Acceptance of Work for Court Street & Road 68 Intersection Improvements

## I. ATTACHMENT(S):

Resolution
Powerpoint

## II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

**MOTION**: I move to approve Resolution No. 3716, accepting work performed by Ellison Earthworks, LLC of Pasco WA, under contract for the Court Street and Road 68 Intersection Improvements project.

## III. FISCAL IMPACT:

**Expenditures:**

| | |
|---|---|
| Engineer's Estimate | $ 2,746,997.30 |
| Awarded Construction Contract Amount | $ 2,606,987.97 |
| Project Change Orders | $ 29,394.10, |
| Project Closeout Reconciliation | $ (236,357.97) |
| **Final Construction Contract Cost** | **$ 2,400,024.10** |

The change orders included irrigation and hydrant work. The project closeout reconciliation amount includes bid items that exceeded planned quantities and other that were partially used, including but not limited to pedestrian railing, raised pavement marker type 2, and minor change.

Funding for this project was provided by Surface Transportation Block Group Program (Federal Grant), Transportation Improvement Board (State Grant), and City of Pasco.

## IV. HISTORY AND FACTS BRIEF:

Background:

Road 68 and Court Street is an intersection between two principal arterials that has been identified in the 2020 Local Road Safety Plan as a prioritized roadway location of risk based on frequency and attributes of collisions. The project converts this intersection to a roundabout adding bikes lanes, sewer and water extensions, stormwater, roadway improvements, and lighting.

On May 20, 2024, Council awarded the Court Street and Road 68 Intersection Improvement project to Ellison Earthworks, LLC of Richland, WA in the amount $2,606,987.97 via Resolution No. 4451; approximately 5% below the Engineer's Estimate ($2,746,997.30).

Since construction began, the project required 12 Change Orders and project closeout reconciliation resulting into a final construction contract cost of $2,400,024.10.

Impact (other than Fiscal):
This project follows the Complete Streets ordinance and reduces the severity and frequency of collisions, thereby increasing safety to all modes of transportation .

## V. DISCUSSION:

Recommendation:
Staff recommends approval of the proposed Resolution accepting the work performed by Ellison Earthworks, LLC for the Court Street and Road 68 Intersection Improvements project.

Constraints (Time or other considerations):
Formal acceptance of public works projects is required by State law and starts the 45-day period within which an outside vendor, supplier or laborer would have an opportunity to file a claim against this project pursuant to RCW 60.28.011 (2). Upon completion of the 45-day lien filing period, retainage being held by the City may be released upon receipts of the following:

- An affidavit of no liens
- A release from the Department of Revenue that all taxes have been paid
- A release from any claims from the Department of Labor and Industries, pursuant to RCW 60.28.051

Next Steps:
Provided the Council accepts the project, staff will complete the necessary documentation in the following weeks.

Alternatives:

Council may not elect to accept the work; however, acceptance is recommended, as this improvement is increasing the safety to all modes of transportation at this intersection for our community.

**RESOLUTION NO. _____**

**A RESOLUTION** OF THE CITY OF PASCO, WASHINGTON, ACCEPTING WORK PERFORMED BY ELLISON EARTHWORKS, LLC, UNDER CONTRACT FOR THE COURT STREET & ROAD 68 INTERSECTION IMPROVEMENTS PROJECT.

**WHEREAS**, the work performed by Ellison Earthworks, LLC, under contract for Project No. 19043 has been examined by City of Pasco (City) Staff and been found to be in apparent compliance with the applicable project specifications and drawings, and

**WHEREAS**, it is City Staff's recommendation that the City of Pasco formally accept the contractor's work and the project as complete.

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

That the City Council concurs with City Staff's recommendation and thereby accepts the work performed by Ellison Earthworks, LLC, under contract for Project No. 19043 as being completed in apparent conformance with the project specifications and drawings, and

**Be It Further Resolved**, that the City Clerk is hereby directed to notify the Washington State Department of Revenue of this acceptance, and

**Be It Further Resolved**, that the final payment of retainage being withheld, pursuant to RCW 60.28.011, regulations and administrative process, shall be released upon apparent compliance with and satisfaction of applicable project specifications and verification thereof by Public Works Director Department staff and Finance Director.

**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 March, 2026.

_____
Charles Grimm
Mayor

ATTEST:

_____
Krystle Shanks
Deputy City Clerk

APPROVED AS TO FORM:

_____
Ogden Murphy Wallace, PLLC
City Attorney

# Pasco City Council

## *Regular Meeting*

**March 16, 2026**

City of Pasco Washington

*Pasco City Council*

# Acceptance of Work for Court Street & Road 68 Intersection Improvements



**Date**

City of Pasco Washington

# Acceptance of Work for Court Street & Road 68 Intersection Improvements

**Staff recommends approval of the proposed Resolution accepting the work performed by Ellison Earthworks, LLC for the Court Street and Road 68 Intersection Improvements project.**

Before:



After:



Final Construction Contract Cost with Ellison Earthworks, LCC = $2,400,024.10

City of Pasco

# Questions?






# Pasco City Council

## *Workshop Meeting*

City of Pasco Washington

# Why Community Survey Matters

- Understand resident priorities for strategic planning
- Ensure decisions reflect Pasco residents' needs
- Provide reliable, unbiased data instead of assumptions

# What We Will Do With Survey Results

- Guide General & Strategic Plans
- Inspire parks, recreation, and facility plans
- Gauge reactions to new proposals
- Monitor resident satisfaction and trust

# Survey Partner – OnPointe Insights

- Nationally recognized for intuitive dashboards
- Used by 50+ cities in two years
- Modern, decision-focused insights
- Proven methodology used by Fortune 500 companies

# Survey Partner – OnPointe Insights

- Simple 10-minute survey
- Accessible
- Anonymous and secure
- Multi-language options available

# Survey Partner – OnPointe Insights

- Target: 1,000–1,500 responses
- Intuitive visualizations
- Filters by geography & demographics
- Importance-Performance GAP analysis
- Coded themes from comments

# Benefits for Leadership

- Prioritize investments
- Identify expectation vs. performance gaps
- Year-round, on-demand insights

# Pasco Questions

For every $100,000 of assessed property value, an average Pasco household pays about $10 per month in City property taxes for services and infrastructure. How satisfied are you with the City services and infrastructure you receive for this amount?

- Very satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very dissatisfied

# Pasco Questions

As Pasco grows, the cost of maintaining current City service levels (such as police, fire, parks, streets, and code enforcement) is increasing. Without additional revenue, the City will need to reduce or delay some services. Which of the following approaches would you prefer?

- No tax increase — accept reductions or delays in city services. The specific services would be determined later.
- Small tax increase — additional $2.50 per month per $100,000 of assessed property value - maintains most current service levels with some reductions.
- Moderate tax increase — additional $5.00 per month per $100,000 of assessed property value - maintains all current service levels with minimal adjustments.
- Larger tax increase — additional $9.00 per month per $100,000 of assessed property value - improves most current service levels with additional investments.

# Pasco Questions

The City of Pasco has a number of projects that need funding. Which projects are very important to you and your household? (Select all that apply)

- HAPO Center/Indoor Outdoor Competitive Sporting Facility
- Trail system expansion
- Regional Park
- Road 76 Overpass
- None of these

# Communication Plan

## KEY MESSAGES

1. Your Priorities Guide the Budget
2. Your Voice. Real Impact
3. Responsible, Data-Driven Decisions
4. A Direct Role in Pasco's Future
5. Quick, Easy, Anonymous

# Communication Plan

1. Dedicated Webpage
2. Email
3. Text
4. Social Media

City of Pasco

# Questions

**TO:** Mayor, Charles Grimm
Members of the City Council

**FROM:** Harold Stewart, City Manager

**DATE:** March 16, 2026

**City Manager:**

There have been several matters requiring the City Manager's attention including personnel matters, County communications and projects, and Broadmoor projects.

The City Manager was also out of office for a couple of days relating to personal matters.

Staff has been trying to organize a joint Council/County Commission meeting to discuss a few mutual projects. A joint Council/Pasco Chamber Board meeting is being organized for June, and a potential joint meeting with the Pasco School Board is being discussed. If there are other boards the Council would like to have similar meetings with please let the City Manager know.

While the Department Heads will provide updates specific to their responsibilities here are several priorities identified by the City Manager since taking office being worked on in addition to the regular day to day operational duties (Changes/updates from the last report are highlighted in red):

1. **Broadmoor Development**- Meetings are ongoing discussing developer interest, progress, and potential City partnership. Agreements are being negotiated.
2. **HAPO Center**- Lease expired after December 2025. County and City discussing future, roles and partnership going forward. Lease extension has been provided to the County. On March 3rd the CMO office received a letter from the County Administrator and a check for $1 buying out the City's interest in the HAPO Center as per the ILA and asserting full control of the Center. Staff is working with legal to assess the legality of the action and any potential recourses. Staff still has not heard any response from the County regarding the request to extend the lease for the Softball Complex.
3. **Animal Shelter**- Serves the entire Tri-Cities. Cost sharing between the three jurisdictions needs re-evaluated and agreed upon. In addition, some issues have arisen with the old facility that will require significant investment to repair. Staff is preparing and identifying the anticipated needs and associated costs to discuss with Council in the near future. A deeper conversation amongst the Tri-Cities city managers has begun regarding the needs and structure of the Shelter going forward.
4. **Transportation Benefit District**- Staff is proceeding with the creation of the TBD Governing Board. A meeting for the governing board will be set up for early April.
5. **Hiring City Attorney**-Two applications have been received with one considered a qualified candidate.

6. **Hiring of Police Chief**-Staff is evaluating potential recruitment firms to assist with the hiring process.
7. **Grievances/Personnel Matters**
8. **Reviewing Boulevard Design, Traffic study, Lighting, and Curb, Gutter, Sidewalk Policies**-All in various stages of review. See Community and Economic Development Directors report for more information.
9. **Evaluating Executive Structure (CM, DCM, ACM) and responsibilities**-Ongoing. Potential redistribution of department reporting structure.
10. **Consideration of annexation into Library District**-Ballot measure passed. City will work with Library District and Franklin County Assessor's Office to ensure smooth transition for property tax levies. Furthermore, staff will need to review its facilities use agreement with the District and evaluate it for any changes needed.
11. **Consideration of annexation into Conservation District**- Was to be discussed at the October 27th Council Agenda, however, staff has been working with legal counsel and the Conservation District to verify the proper process and actions. There is some unclarity due to State law language and the fact the City opted out of the District years ago. This action is now scheduled for presentation on March 9th Council Workshop and will also include options for citywide contract for shrub steppe mitigation to remove development barriers.
12. **Water Conservation Program-** Since the August 25 presentation, staff have advanced key water conservation initiatives, including public outreach, irrigation retrofits, and updated development and boulevard standards. Work is also underway on a City facility water audit, landscape conversion projects, and potential residential incentives to promote xeriscaping.
13. **Court Street Traffic Concerns**- Staff has begun review of the data and will have on a Council agenda in March.
14. **Pop up Vendors**- Ongoing monitoring by staff and coordination with the Health District.
15. **FY 27/28 Budget-**Staff is beginning the process of establishing a timeline for budget development, and internal processes for preparation.
16. **Public Dollars for Public Benefit**- Staff is researching as directed by Council at the February 2nd meeting.
17. **Aquatics Facility**- Staff is working on staffing and hiring needs and coordinating with the PFD regarding an achievable date for opening the facility which allows for proper training of staff.
18. **Community Survey** – The City has contracted with OnPointe Insights to conduct both community and employee surveys. A cross-departmental employee committee has developed a draft survey, which staff will present to the City Council during the Miscellaneous Discussion section of the March 9 meeting for input. Please see link below for a draft survey for review prior to our meeting. https://questionpro.com/t/AUpdKZ8AyF?Type=TEST
19. **Essential Public Facilities and LRAs**- A public hearing regarding the moratorium will be held in April. Staff is organizing public engagement meetings in each district to be held over the next few months and is working on a draft ordinance regarding the matter.

**Meetings attended since the last report:** Communication meetings with the Mayor, Mayor Pro Tem, and all Council members; communication meeting with Tri-City City Managers regarding the Animal Shelter; Council & IT Department meeting; meeting with Spokane administration regarding "Public Dollars for Public Benefit" proposal; City Safety Committee meeting; Council and Human Resources Department meeting; proposed Soccer Facility discussion meeting; Tri-Cities National Park Committee meeting; bi-monthly communication with the Municipal Judge; several legislative session related meetings; and many other internal communication and project meetings.

**Human Resources Director, Sara Matzen**

**Reporting Month:** February 2026

**1. Headcount vs. Budgeted Positions**

- Active Headcount: 447
- Budgeted Positions: 510.35
- Variance: (– 63.35)

**2. Recruitment Activity**

- Open Positions (as of month-end): 18
- Positions Filled This Month: 2
- Critical/Hard to Fill positions
    - **Senior Engineer:** Related experience for the role – specific engineering license. Involving staffing agency for assistance. The role is reposted on our careers page and external job boards.
    - **Senior Traffic Engineer:** Position is looking for specific license & exp. with traffic design that is hard to find. Involved staffing agency for assistance, the role is reposted on our careers page and external job boards.
    - **Senior Plans Examiner:** We are seeing challenges in finding candidates who hold the minimum credentials, exploring out of state candidates, offering a higher wage and sign-on.

**3. Medical Claims – Trends & Budget to Actual (2mos prior data)**

- YTD Claims (Budget vs. Actual): $959,437.00 vs. $731,859.00
- % of Budget Used YTD: 76.3%

**4. Year to Date (YTD) Medical Claim Costs by Plan**

| Paid claims through January 31, 2026 | Current Member Count | Avg. Monthly Enrollment | Current Enrollment | Total Fixed Costs | Net Paid Claims | Total Plan Cost |
|---|---|---|---|---|---|---|
| Medical/Rx | | | | | | |
| PERS | 629 | 231 | 231 | $42,506 | $232,335 | $274,840 |
| LEOFF | 665 | 192 | 192 | $37,573 | $405,227 | $442,799 |
| Retirees | 29 | 29 | 29 | $3,468 | $10,752 | $14,220 |
| **Total** | **1,323** | **452** | **452** | **$83,546** | **$648,313** | **$731,859** |

**5. Leave Counts**

- Protected Leave of Absence (PFML, FMLA)
    - Intermittent Schedule: 12 Employees
    - Continuous: 14 employees
- Workers' Compensation: 3 employees

**7. Worker Compensation Claims (for prior month) > Amy**

- # of incidents: 5
- # of time loss cases: 1
- Total YTD # of Cases: 5

**8. Turnover Rate (YTD)**

- Voluntary: 0.67%

- Involuntary: 0.67%
- Total Turnover YTD: 1.35%
- Average Length of Service at separation: 4.5 years

**9. Strategic Projects / Updates**

- Working with council to schedule facilitation of the evaluation process for the City Manager
- HR met with Alliant, the City's medical broker, to discuss ongoing cost containment discussions for the current year into our renewal
- Began recruitment for the approved FTEs for the PFD aquatics center. We will be hosting a hiring event at Memorial Pool on March 21st for lifeguards.

**Finance Director, Kevin Hebdon**

**Fiscal Year-End and Audit Readiness**

We are currently closing out the 2025 fiscal year and finalizing annual financial statements.
The Washington State Auditor's Office is expected in mid-April to conduct our Financial Statement, Federal Single (Federal Funding), and Accountability Audits.

**Strategic Budgeting & Process Improvements**

We are launching a Zero-based Budget Process for 2027-2028 biennial budget to help department leaders reassess workloads, staffing, and asset analysis (vehicles, software, etc.).

Training for department heads and staff will take place the week of March 16–20, followed by individual budget review meetings.

The team is actively modernizing manual, paper-heavy workflows—including payroll and accounts payable—to better utilize our New World ERP potential without compromising internal controls.

**Banking Efficiencies: "Only's Add Up"**

We are reviewing our banking structure to capture "easy wins" in efficiency and cost savings.

A primary focus is shifting from Wires ($14.00/each) to ACH originations ($0.10/each).

Other initiatives include transitioning to paperless statements, mobile tokenization for security, and optimizing investment interest to ensure we aren't "leaving credits on the table."

**Utility Billing & Community Support**

We have cleared the most challenging hurdles regarding the new payment portal, rate increases, reinstated shut off process, and the transition to a new billing vendor.

A sincere "thank you" to the Administrative Assistants and others across the City who stepped in to help us through this transition.

Operations are returning to normal; it finally feels like there is light at the end of the tunnel (and it isn't another train).

**Culture Journey**

The Finance Team has committed to building an "intentional culture" rather than a passive one.

We are using Stephen R. Covey's 7 Habits as our guide, currently focusing on "Emotional Bank Accounts."
We are emphasizing making intentional "deposits" in our daily interactions to build the trust and rapport necessary for our team's long-term success.

We are proud to serve Pasco and appreciate your continued support as we modernize our services.

**Community & Economic Development Director, Haylie Matson**

**Missing Middle Housing Update**
As mentioned during the Land Capacity Analysis presentation, Washington State law (HB 1110) requires cities the size of Pasco to allow "missing middle" housing types (such as duplexes, triplexes, fourplexes, townhouses, and cottage housing) in all residential zoning districts, including areas historically limited to single-family homes. These requirements apply citywide, and if the City does not adopt compliant development regulations, the state's model code will automatically apply.

Pasco already allows several of these housing types in certain zones; however, updates to the Pasco Municipal Code will be required to ensure compliance across all residential zoning districts. Staff are currently evaluating implementation options that maintain local design standards, infrastructure requirements, and neighborhood compatibility while meeting state mandates.

Staff are also reviewing whether any tools exist under state law to limit or tailor these requirements in the Riverview area. At this time, state law provides very limited flexibility or exemptions. Staff will continue coordinating with consultants and legal counsel and will return to Council with policy options for consideration.

Discussions on middle housing regulations are scheduled with both the City Council and the Planning Commission in March.

**Overview of Upcoming Items**
For Council members who were unable to attend the CED Department tour on February 18, 2026, the following key topics were identified as major items that will be discussed this year:

- 2046 Comprehensive Plan Update and Associated Discussions – Ongoing through 2026
- Global Municipal Code updates to processes and several code sections
- Ongoing permit process improvements
- New permit system improvements and upgrades
- Development Fee Study
- Code compliance priorities
- Presentations on master plans within Pasco

**Public Works Director, Maria Serra**

**Good Roads & Pavement Preservation**
During the February Regional Good Roads meeting, WSDOT gave a presentation highlighting the risks and consequences of deferred maintenance in the state-operated transportation system. The presentation focused on emergency work required after the failure of critical infrastructure, such as bridges. Most catastrophic failures could have been prevented if resources had been available for timely maintenance activities.

Pavement conditions are also deteriorating across the state, including the state highways serving the Tri-Cities.

The current state preservation budget falls far short of what is needed to maintain existing corridors. In Washington State, the average annual shortfall for highway preservation is $960 million. When pavement preservation is underfunded, infrastructure that could have been maintained must eventually be fully replaced “down the road” (pun intended).

The **Pavement Condition Index (PCI)** is a way to measure the overall health of the roadways. It’s a number from **0 to 100**, where **100 represents a brand-new, perfect road** and lower scores indicate increasing levels of wear and damage. Issues such as cracks, potholes, or rough surfaces will lower a road’s PCI.

**Focusing on Pasco’s roads:**

According to the City’s 2024 Pavement Management Report, Pasco’s overall average Pavement Condition Index (PCI) is 77, with arterials and collectors averaging 70 and residential streets averaging 80.

While these numbers reflect generally fair conditions of our pavement, the average is somewhat influenced by the large amount of newer infrastructure constructed during recent growth. As these newer roadways age, large areas of pavement will require treatment at the same time.

The City’s pavement condition analysis reinforces the message shared by WSDOT about infrastructure conditions across the state: timely pavement preservation is critical. Early maintenance treatments are far more cost-effective than waiting until roadways deteriorate to the point where full reconstruction is required.

An estimated $8 million per year is needed to maintain current roadway conditions through preservation. Currently, less than $1 million per year is available for this work.

The graphs below show three scenarios comparing level of investment in preservation and road condition:

GRAY: No investment, YELLOW: Current preservation investment level, ORANGE optimal investment .

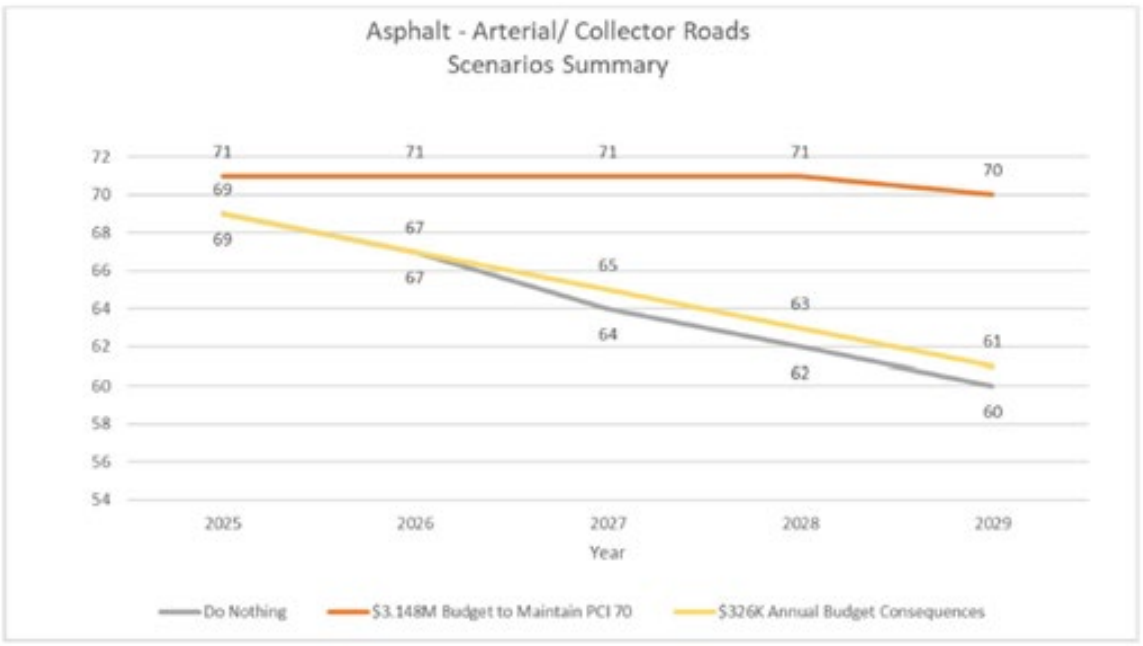



**Figure 7. Arterial/Collector Asphalt Roads - Scenarios Summary**

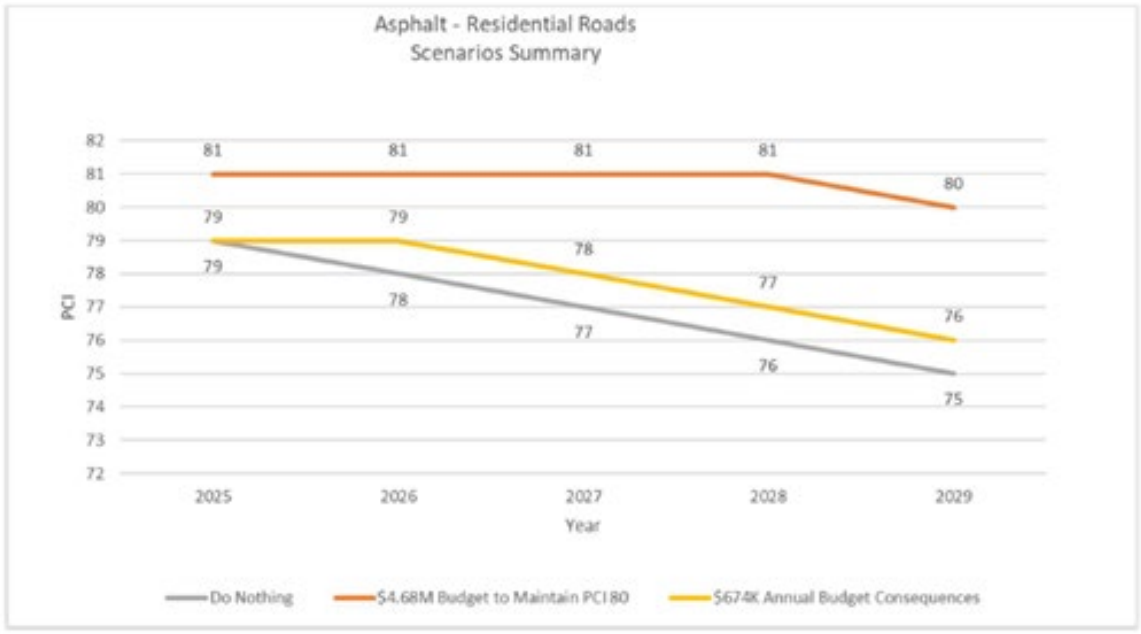



**Figure 7. Residential Asphalt Roads - Scenarios Summary**

The takeaway: Strategic investment in preservation now helps extend pavement life and avoid significantly higher costs in the future.

**The 2026 Pavement Preservation plan will be presented as an informational item to Council in April.**

**Irrigation System**

Public Works staff operate the City's irrigation utility, which provides non-potable water specifically for outdoor uses such as watering lawns and landscaping. The system is separate from the City's drinking water system and helps conserve treated drinking water by supplying irrigation water drawn from the Columbia River and local wells.

The irrigation season typically runs from April through October, although exact start and end dates may vary depending on weather conditions. City staff maintain and monitor the system throughout the season addressing issues such as leaks, pressure concerns, and mainline breaks to ensure reliable service for residents.

To promote efficient water use and reduce strain on the system during peak demand, residents are encouraged to follow a voluntary watering schedule based on the last digit of their address:

- Even numbered addresses (0, 2, 4, 6, or 8): Water on Tuesday, Thursday, and/or Sunday
- Odd number addresses (1, 3, 5, 7, or 9): Water on Monday, Wednesday, and/or Saturday.

Following a staggered schedule helps maintain consistent pressure across the system while supporting responsible water conservation throughout the irrigation season.

An informative campaign/ communication plan/ outreach effort will be launched and maintained during the spring and summer months.

For the 2026 irrigation season, staff will begin filling the irrigation lines in early April with irrigation water available starting April 10, 2026.

# 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 inversion apropiada y reinversión en la comunidad infraestructura comunitaria.

## SOSTENIBIILIDAD 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.