



AGENDA

City Council Regular Meeting

7:00 PM - Monday, April 6, 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 132 516 805#.

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/psctlive 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 intérprete puede estar disponible con aviso. Por favor avisa la Secretaria Municipal dos días antes para garantizar la disponibilidad. (Spanish language interpreter service may be provided upon request. Please provide two business day's notice to the City Clerk to ensure availability.)

2. **CALL TO ORDER**

3. **ROLL CALL**

(a) **Pledge of Allegiance**

4. **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 - 26 (a) **Approval of Meeting Minutes for March 9th, March 16th and March 23rd**
- To approve the minutes of the Pasco City Council Regular Workshop held on March 9, 2026, Regular Meeting held on March 16, 2026 and Regular Workshop held on March 23, 2026.
- 27 - 28 (b) **Bills and Communications - Approving Claims in the Total Amount of \$8,090,656.57**
- To approve claims in the total amount of \$8,090,656.57 (\$3,470,740.50 in Check Nos. 277144 - 277474; \$3,327,943.75 in Electronic Transfer Nos. 852642 - 852643, 852645 - 852647, 852649 - 852656, 852658 - 652662; \$2,837.07 in Check Nos. 55161 - 55163; \$1,289,135.25 in Electronic Transfer Nos.30239393 - 30240064).
- 29 - 35 (c) **Ordinance No. 4824 - Amending Pasco Municipal Code (PMC) 13.45.020 & 13.65**
- To adopt Ordinance No. 4824, amending Pasco Municipal Code Section 13.45.020 Connection to Existing Lines and Chapter 13.65 Sewer Extensions Providing Severability and Establishing an Effective Date, and authorize publication by summary only.
- 36 - 49 (d) **Resolution No. 4717 - Change Order No. 4 Sylvester Street Safety Improvements with Granite Construction Company**
- To approve Resolution No. 4717, authorizing the City Manager to sign and execute Change Order No. 4 with Granite Construction Company for the Sylvester Street Safety Improvements Project.
- 50 - 63 (e) **Resolution No. 4718 - Change Order No. 10 Citywide Traffic Signal Improvements Phase 2 with Apollo,Inc**
- To approve Resolution No. 4718, authorizing the City Manager to sign and execute Change Order No. 10 with Apollo, Inc. for the Citywide Traffic Signal Improvements Phase 2 project.
- 64 - 80 (f) **Resolution No. 4719 - Washington State Recreation & Conservation Office Grant Applications**
- To approve Resolution No. 4719, approving submission of grant applications to the Washington State Recreation and Conservation Office for a variety of grant programs.
- 81 - 87 (g) **Resolution No. 4720 – Acceptance of a Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Grant**
- To approve Resolution No. 4720, authorizing the acceptance of a Washington Association of Sheriffs and Police Chiefs (WASPC)

Traffic Safety Grant, and, authorizing the City Manager to execute all documents necessary to implement the grant.

88 - 103

(h) Resolution No. 4721 - Interlocal Agreement with and Southeast Regional Internet Crimes Against Children

To approve Resolution No. 4721, authorizing the City Manager to Execute an amended and restated Southeast Regional internet Crimes Against Children Task Force (SERICAC) Interlocal Cooperative Agreement.

(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. EXECUTIVE SESSION

- (a) To discuss with legal counsel about current or potential litigation per RCW 42.30.110(1)(i) (40 minutes)**

9. HEARINGS AND COUNCIL ACTION ON ORDINANCES AND RESOLUTIONS RELATING THERETO

- (a) Public Hearing - NFC Northwest, LLC Franchise Agreement (5 minute staff presentation)**

CONDUCT PUBLIC HEARING

10. ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

104 - 135

- 136 - 156 (a) ***Resolution No. 4722 - Change Order No. 58 Lewis Street Overpass (5 minute staff presentation)**
- MOTION:** I move to approve Resolution No. 4722, authorizing the City Manager to execute Change Order No. 58 to the construction contract with Cascade Bridge, LLC. for the Lewis Street Overpass Project.
- 157 - 173 (b) ***Resolution No. 4723 - Resolution Setting Public Hearing for Assumption of Powers of the Pasco Transportation Benefit District (5 minute staff presentation)**
- MOTION:** I move to approve Resolution No. 4723, setting a public hearing regarding the City's intended assumption of the Pasco Transportation Benefit District pursuant to Chapter 36.74 RCW.
- 174 - 183 (c) ***Resolution No. 4724 - Consideration of Waiver Related to PMC Section 9.40.020(e) for Special Event Application No. 44023 (5 minute staff presentation)**
- MOTION:** I move to approve the Resolution No. 4724, authorizing the limited used of liquor within a designated area at Memorial Park for special event application for 2026 Pride Festival at Memorial Park.
- 184 - 196 (d) ***Resolution No. 4725 - Irrigation Utility Transfer Agreement - SG Irrigation Services LLC (Barker Ranch Subdivision) (5 minute staff presentation)**
- MOTION:** I move to approve Resolution No. 4725, authorizing the City Manager to execute the Irrigation Utility Transfer Agreement with SG Irrigation Services LLC.
- 197 - 243 (e) ***Resolution No. 4726 - Setting Time and Date for a Public Hearing for a Right-of-Way Vacation-Harris Road ROW Vacation (VAC2026-001) (5 minute staff presentation)**
- MOTION:** I move to approve Resolution No. 4726, setting 7:00 PM on Monday, May 4, 2026, as the time and date for a public hearing to consider the vacation of the Harris Road Right-of-Way, between Road 103 and Broadmoor Boulevard, within the Broadmoor Area.

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. MISCELLANEOUS DISCUSSION

- 244 - 273 (a) **City Manager Report**

14. EXECUTIVE SESSION

15. ADJOURNMENT

16. ADDITIONAL NOTES

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

274 - 275

- (b) Adopted Council Goals (Reference Only)**

AGENDA REPORT

FOR: City Council March 27, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26
FROM: Krystle Shanks, City Clerk
City Manager
SUBJECT: Approval of Meeting Minutes for March 9th, March 16th and March 23rd

I. ATTACHMENT(S):

3.9.2026, 3.16.2026 and 3.23.2026 Draft Council Minutes

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve the minutes of the Pasco City Council Regular Workshop held on March 9, 2026, Regular Meeting held on March 16, 2026 and Regular Workshop held on March 23, 2026.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

V. DISCUSSION:



MINUTES

City Council Workshop Meeting

7:00 PM - Monday, March 9, 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: 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; Brent Cook, Deputy Police Chief; Maria Serra, Public Works Director; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

VERBAL REPORTS FROM COUNCILMEMBERS

Councilmember Cotta attended the Pasco Chamber luncheon where the Realtors Association provided a housing market update.

Councilmember Perales attended a meeting with the Tri-Cities Association of Realtors on housing and planning issues, shared updates on a new restaurant lease downtown and potential downtown investment, and noted progress on Cinco de Mayo event planning.

Councilmember Figueroa attended the Public Works and Information Technology (IT) department presentations, noting strong financial responsibility and efficient use of resources across City staff.

Mayor Grimm thanked attendees of recent department sessions, expressed appreciation to staff for their work, and acknowledged IT Director Arman Rasheed's contributions.

EXECUTIVE SESSION

Council adjourned into Executive Session at 7:07 PM for 10 minutes to discuss with legal counsel about current or potential litigation per RCW 42.30.110(1)(i) with the City Manager, Human Resources Director, and City Attorney.

At 7:18 PM Mayor Grimm announced that the Executive Session would continue for another 5 minutes or until 7:24 PM.

Mayor Grimm called the meeting back to order at 7:24 PM.

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

Water Use Efficiency Program Element of the Water System Plan

Ms. Serra discussed the required update to the City's water system plan, focusing on potable water efficiency, and introduced the consultant and introduced Ryan Withers, PE, RH2 Engineering, Inc.

Mr. Withers presented the water use efficiency program, noting State requirements, current performance, and recommended goals and measures to reduce water use and maintain system efficiency over the next 10 years.

Council discussed the water use efficiency program, asking questions about conservation strategies, system performance, and future goals. Key topics included lawn watering policies, tiered rates, xeriscaping, water storage options, leakage data, and how efficiency targets are set. Overall, there was support for continued conservation efforts and interest in exploring additional water-saving measures.

Colin Hastings, Pasco Chamber of Commerce, noted potential water savings by reducing potable water use for irrigation, citing a local example

Kara Kaelber, District Manager, Franklin Conservation District, highlighted ongoing water conservation education efforts and support for sustainable landscaping programs.

Kara Copeland, Pasco realtor, encouraged incorporating more xeriscaping in future development.

Comprehensive Plan - Economic Development Element Discussion

Ms. Matson provided an overview of the Economic Development Plan update,

focusing on creating a more actionable and Pasco-specific strategy with key focus areas for growth, investment and defining Pasco's economic identity.

Council discussed economic development priorities, including workforce development, attracting jobs and retail, downtown revitalization, and expanding tourism, while emphasizing clear goals, infrastructure investment, and partnerships to support growth.

Stephen McFadden, Port of Pasco, discussed ongoing industrial growth, future aerospace development, and supporting infrastructure needs, and invited Councilmembers for a tour.

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

Mayor Grimm announced that the proposed amended zoning classification was a quasi-judicial action and asked City Attorney, Mr. Pollon, to explain the procedure for quasi-judicial items.

Mr. Pollon read the quasi-judicial procedure including how the Appearance of Fairness Doctrine applies to it. Next, he asked all Councilmembers a series of questions association with potential conflicts of interest to disclose such potential conflicts or appearance of conflicts. With no response from the Councilmembers, he asked if any members of the public were seeking to disqualify a member of Council from participating in the proceedings. No one came forward.

Ms. Matson presented a proposed rezone from C-1 to R-1 to align zoning with the comprehensive plan, noting the property is vacant, surrounded by residential uses, and recommended for approval by the Hearing Examiner.

Council acknowledged the process and next steps for a future quasi-judicial hearing.

Mayor Grimm called for public comment three times, but no one came forward to speak.

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

Ms. Sigdel presented a proposal for annexation into the Franklin County Conservation District and a citywide interlocal agreement for shrub steppe mitigation, explaining current benefits, costs, and how the agreement would streamline development and provide additional services like conservation programs and education.

Council and staff discussion ensued, with general support for partnering with the

Franklin County Conservation District, while raising concerns about costs to residents and whether developers should bear those costs instead.

Kara Kaelber, District Manager, Franklin Conservation District, responded to Council questions and provided additional information. She also supported the annexation, highlighting expanded services, funding leverage, and improved mitigation capacity.

Peter Harpster, developer, supported the proposal, noting it would streamline mitigation and reduce development delays

Colin Hastings, Pasco Chamber of Commerce, supported the proposal, stating it would help remove barriers to development.

Resolution - Broadmoor TIF AREA - Amendment No. 6 with PBS for Engineering Services

Ms. Serra provided an overview of Broadmoor infrastructure projects funded through Tax Increment Financing (TIF), and presented a proposed amendment to a professional services agreement to complete design work for the Harris Road realignment project.

Council asked clarifying questions about funding sources and project timing, expressed support for the amendment, and requested explanation of amendments versus change orders for public understanding.

Mayor Grimm called for public comment three times, but no one came forward to speak.

MISCELLANEOUS COUNCIL DISCUSSION

Mr. Stewart requested Council direction on holding joint meetings with community partners and Boards and Commissions to improve coordination, set shared goals, and align efforts, suggesting meetings occur at least annually and align with the budget process.

Council expressed support for joint meetings to improve collaboration and efficiency, suggested identifying priority partners, and emphasized the need for clear agendas and meaningful two-way dialogue to ensure productive discussions.

EXECUTIVE SESSION

Council adjourned into Executive Session at 9:17 PM for 15 minutes returning at 9:33 PM to consider site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price per RCW 42.30.110(1)(b) with the City Manager, Deputy City Manager, Assistant City Manager and City Attorney.

At 9:33 PM Mayor Grimm announced that the Executive Session would continue for

another 7 minutes or until 9:41 PM.

Mayor Grimm called the meeting back to order at 9:41 PM.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:41 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 16, 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, Calixto Hernandez, and Abel Campos

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; Daniel Kenny, City Attorney; Haylie Matson, Community & Economic Development Director; Sara Matzen, Human Resources Director; Ken Roske, Police Chief; Brent Cook, Deputy Police Chief; Maria Serra, Public Works Director; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

CONSENT AGENDA

Scrivener's Errors: Approved Resolution Nos. 3712 and 3713 were administratively corrected after the meeting to Resolution Nos. 4712 and 4713.

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.

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).

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).

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.

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

RESULT:	Motion carried 7-0
AYES:	Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

PUBLIC COMMENTS

Mayor Grimm noted receipt of an email from Ms. Cooper regarding data centers and stated Council would review and address it as appropriate.

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

REPORTS FROM COMMITTEES AND/OR OFFICERS

Verbal Reports from Councilmembers

Councilmember Campos attended meetings with the Tri-City Regional Chamber on economic development, toured the Emergency Operations Center, and participated in City department sessions, noting appreciation for collaboration and staff work.

Councilmember Figueroa attended the Human Resources and Finance department briefings, met with a soccer foundation to explore youth and

partnership opportunities, and engaged with downtown business owners to build relationships and support revitalization efforts.

Councilmember Hernandez attended a meeting with downtown business owners, noting valuable input and opportunities for collaboration.

Mayor Grimm also attended the Human Resources and Finance departmental briefings, a LEOFF Board meeting, a Benton Franklin Transit meeting, and a fire station event pushing out a new fire truck at Fire Station 82 out on the airport, along with Chief Crowley and Mr. Stewart, and expressed appreciation for staff engagement, ongoing coordination efforts, and interagency collaboration.

HEARINGS AND COUNCIL ACTION ON ORDINANCES AND RESOLUTIONS RELATING THERETO

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

Mr. Stewart explained that State law requires the City to hold a public hearing after adopting the moratorium to remain compliant. He clarified that the purpose of the hearing is to receive public comment specifically on the moratorium itself—whether it should have been enacted—not on related ordinances or broader policy issues.

Mayor Grimm opened the public hearing and reiterated the purpose of the moratorium as a temporary measure to allow time for community input and policy development, and directed comments to remain focused on the moratorium.

Mayor Grimm called for public comments three (3) times and no one came forward to speak, and the public hearing was closed.

ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

Scrivener's Errors: Approved Resolution Nos. 3711, 3714, 3715, and 3716 were administratively corrected after the meeting to Resolution Nos. 4711, 4714, 4715, and 4716.

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)

Mayor Grimm announced that the proposed amended zoning classification was a quasi-judicial action and asked City Attorney, Mr. Kenny, to explain the procedure for quasi-judicial items.

Mr. Kenny read the quasi-judicial procedure including how the Appearance of Fairness Doctrine applies to it. Next, he asked all Councilmembers a series of questions association with potential conflicts of interest to disclose such potential

conflicts or appearance of conflicts. With no response from the Councilmembers, he asked if any members of the public were seeking to disqualify a member of Council from participating in the proceedings. No one came forward.

Ms. Matson presented a rezone proposal for a vacant former church property from commercial to residential to align with surrounding uses, noting all procedural requirements were met and both staff and the Hearing Examiner recommend approval.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales 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.

RESULT: Motion carried 7-0

AYES: Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

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

Ms. Sigdel provided a brief overview of the proposed ordinance amending PMC 3.35.160 and 13.45.060, making updates to the water rights code following prior Council actions in 2023 and 2024. Reviewed changes including increasing the in-lieu fee to market rates, removing commercial and industrial exemptions, and applying a 50% surcharge on recently transferred water rights. She sought Council confirmation on grandfathering, recommending that only the previous fee be grandfathered for certain projects while the surcharge would still apply, and requested Council approval of the ordinance reflecting this direction.

Council noted prior discussions, expressed agreement with the clarification, and supported approval of the amendments.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales 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.

RESULT: Motion carried 7-0

AYES: Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

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

Ms. Sigdel presented options for annexation into the Franklin County Conservation District, and an interlocal agreement for shrub steppe mitigation, outlining benefits such as expanded services, education programs, and streamlined development, along with costs to residents and alternatives if not approved.

Council discussed the proposal, with general support for the benefits to services, education, and economic development, while also raising concerns about added costs to residents, with the Mayor stating they would vote no due to concerns about increasing property tax burdens, despite the relatively small annual cost.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales to approve Resolution No. 3711, approving a petition for the inclusion of the incorporated City of Pasco territory into the Franklin Conservation District.

RESULT:	Motion carried 6-1
AYES:	Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos
NAYS:	Mayor Grimm

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales to approve the Interlocal Agreement with the Franklin County Conservation District.

RESULT:	Motion carried 7-0
AYES:	Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

***Resolution No. 3714 - Authorizing the City Manager to Execute Purchase and Sale Agreement to Purchase Franklin County Parcel Number 124710063**

Ms. Sigdel introduced Michael Henoa, who presented a proposal to purchase land to expand the land treatment system at the Process Water Reuse Facility, highlighting cost savings due to the parcel's location, increased system capacity to support industrial growth, and progress toward meeting future acreage needs.

Council asked questions about cost impacts if a different site were used, acknowledged the parcel's strategic location, and indicated understanding of its value to the system.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales

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.

RESULT:	Motion carried 7-0
AYES:	Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

***Resolution No. 3715 - Setting a Public Hearing to Consider granting NFC Northwest LLC a franchise**

Ms. Serra provided an overview of a resolution to set a public hearing for a proposed franchise agreement with NFC Northwest LLC, a fiber optic provider.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales 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.

RESULT:	Motion carried 7-0
AYES:	Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

***Resolution No. 3716 - Acceptance of Work for Court Street & Road 68 Intersection Improvements**

Ms. Serra presented the completion of the Road 68 and Court Street roundabout project, highlighting improved safety, reduced crashes, better traffic flow, and cost savings with the project completed under budget using a mix of grant funding.

Council expressed appreciation for the project, noting improved safety at a previously dangerous intersection, positive driving experience, and recognition of staff's work and successful use of funding.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales 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.

RESULT:	Motion carried 7-0
AYES:	Mayor Grimm, Mayor Pro Tem Milne, Councilmember Figueroa, Councilmember Perales, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

MISCELLANEOUS DISCUSSION

City Manager Report

Mr. Stewart noted a schedule change, postponing the planned Court Street discussion from March to April to allow full Council participation, expressed appreciation for IT Director Arman Rashid's service and contributions, announced recruitment to fill the position, shared upcoming police community meetings, reminded the public about vendor regulations, and provided an update on planned community input meetings regarding the moratorium.

Ms. Sigdel discussed the Community Survey, explaining its purpose to gather resident input to guide strategic planning, budgeting, and service priorities. She highlighted the use of a new data platform to provide actionable insights, the importance of consistent questions over time, and plans for broad outreach and accessibility. She requested feedback from Council and indicated intent to finalize and launch the survey soon.

Councilmember Hernandez shared details about an upcoming "Art and Cork" event at Café Con Arte, noting participating partners and encouraging attendance.

Mayor Grimm reminded Council to complete City Manager evaluations and introduced a request from Franklin County to sponsor a regional federal partners event at the HAPO Center, explaining it would bring federal agencies to the area to discuss resources, partnerships, and funding opportunities. He noted the City was asked to contribute \$5,000 to help cover event costs such as logistics and security, and expressed support given the event's location in Pasco.

Council discussed the funding request, raising concerns about the late notice, use of general fund dollars, and limited event details, and generally did not support contributing funding.

Mayor Grimm made a motion to approve a \$5,000 sponsorship for the event; however, the motion failed due to lack of a second.

EXECUTIVE SESSION

Council adjourned into Executive Session at 8:25PM for 20 minutes returning at 8:45 PM to discuss with legal counsel about current or potential litigation per RCW 42.30.110(1)(i) and 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) with the City Manager, Deputy City Manager, and City Attorney.

At 8:45 PM Mayor Grimm announced that the Executive Session would continue for another 10 minutes or until 8:55 PM.

At 8:46 PM Mayor Grimm announced that the Executive Session would continue for another 5 minutes or until 9:01 PM.

At 9:06 PM Mayor Grimm announced that the Executive Session would continue for another 5 minutes or until 9:06 PM.

Mayor Grimm called the meeting back to order at 9:06 PM and wished Councilmember Figueroa and the Mayor's childhood friend, Damien Miller, a happy birthday.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:06 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk



MINUTES

City Council Workshop Meeting

7:00 PM - Monday, March 23, 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, Joe Cotta, Leo Perales, Calixto Hernandez, Abel Campos, and Mark Figueroa

Councilmembers attending remotely:

Councilmembers absent: David Milne

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; Brent Cook, Deputy Police Chief; Maria Serra, Public Works Director; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

VERBAL REPORTS FROM COUNCILMEMBERS

Councilmember Figueroa attended the Police Department and Parks & Recreation Department meetings. He also attended a business watch meeting and networked with the business owners.

Councilmember Campos attended the Solid Waste Advisory Committee (SWAC) meeting, attended City departmental meetings, and went to the State of the District Police meeting.

Councilmember Cotta attended the State of the District Police meeting and visited the Prosser Boys & Girls Club.

Councilmember Hernandez attended the Police Department meeting.

Mayor Grimm reported attending departmental meetings, the Benton Franklin Council of Governments meeting, and, along with Councilmember Figueroa, attending Pasco High School to appoint Gabrielle Whitemarsh as the Cinco de Mayo Grand Marshal.

PROCLAMATIONS AND ACKNOWLEDGEMENTS

Honoring the Retirement of Chief Ken Roske Proclamation

Mr. Stewart shared remarks on Chief Roske's retirement, noting he will be missed and leaves the Department in good hands, and announced a retirement celebration on Wednesday at the HAPO Center.

Councilmembers expressed appreciation to Chief Roske.

Mayor Grimm will read the proclamation "Honoring the Retirement of Chief Ken Roske" and present the proclamation to Pasco Police Chief Ken Roske, and Councilmembers provided words of appreciation and thanks.

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

2026 Washington State Legislative Session Update

Mr. Stewart introduced Briahna Murray, Gordon Thomas Honeywell Governmental Affairs, who provided an overview of the 2026 legislative session, including budget outcomes, policy themes, and impacts to cities. Key topics included limited funding for local governments, new tax proposals, and legislative actions affecting Pasco priorities.

Council discussed concerns regarding reduced sales tax revenues, unfunded mandates, and impacts to local control, while acknowledging the effectiveness of local legislators.

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

Automatic License Plate Reader (ALPR) Technology

Chief Roske gave a brief presentation on automatic license plate readers (ALPR) and, along with Captain Parramore and Deputy Chief Cook. The presentation included current deployment, effectiveness in solving crimes, and new state regulations governing its use.

Council discussion focused on public safety benefits, data privacy concerns, and long-term implications of surveillance technology, with general support expressed for continued use.

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

Missing Middle Housing

Ms. Matson provided an overview of state-mandated middle housing requirements, including allowing up to four units per lot citywide and impacts to zoning and development standards. Staff noted limited local flexibility and upcoming code amendments.

Council discussion reflected concerns about neighborhood impacts, infrastructure, and State-imposed mandates, while acknowledging potential affordability benefits.

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

Community Workforce Agreement

Ms. Serra presented an overview of Community Workforce Agreements (CWA) and Project Labor Agreements (PLA), explaining current labor requirements already in place (prevailing wage, apprenticeship utilization, and contracting standards) and how a CWA could expand goals such as local hiring and workforce development.

Council discussion reflected differing perspectives. Some Councilmembers supported exploring CWAs further to promote local hiring, workforce development, and retention of local economic benefits. Others expressed concern about potential cost increases, administrative complexity, and lack of clear data, preferring to wait for additional information or observe implementation in other jurisdictions. Several members emphasized the need for more data, stakeholder input, and alignment with current budget priorities.

Josh Valle, representative for the United Brotherhood of Carpenters & Joiners of America, spoke in support of a Community Workforce Agreements.

Julian Jensen, representative for the Western States Regional Council of Carpenters, spoke in support for Community Workforce Agreements.

Mr. Stewart outlined potential benefits including workforce stability and local economic impact, as well as considerations such as increased administrative burden, possible cost impacts, and reduced contractor competition.

Council direction was to revisit the topic at a later date (anticipated for January next year) after gathering additional information and budget considerations.

RECESS

Mayor Grimm called a five minutes recess at 9:47 PM, returning at 9:52 PM.

Presentation - Clark Street Improvements

Ms. Serra introduced Andrey Avetisyan, Engineering Manager, who presented the Clark Street Improvements project, originating from the Downtown Master Plan, which includes a road diet, protected bicycle lanes, and safety enhancements between 2nd and 10th Avenue. The project has received approximately \$1.8 million in grant funding and is entering the design phase.

Council discussion included general acknowledgment of the project's safety goals and design concepts. Councilmembers did not raise significant concerns but noted the importance of balancing transportation improvements with impacts to surrounding residential and commercial areas.

Thomas Granbois, Big Maple Properties, spoke in support of the proposed angled parking, improved lighting, and pedestrian safety, and expressed concerns regarding bicycle lane safety, emphasizing the need for well-lit crosswalks and improved ADA accessibility.

David Cortinas, speaking on behalf of the Latin Business Association, noted that many downtown business owners are aware of the project, expressed support for angled parking, and requested continued stakeholder involvement, particularly from downtown businesses.

Presentation - 2027-2032 Transportation Improvement Program

Ms. Serra handed the presentation over to Andrey Avetisyan, Engineering Manager, who presented the annual six-year Transportation Improvement Program (TIP), outlining project planning, prioritization, funding sources, and upcoming public outreach. Staff noted that projects are prioritized based on funding availability, urgency, and alignment with adopted plans.

Council discussion focused on clarification of project prioritization and funding structure.

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

Ordinance - Amending Pasco Municipal Code (PMC) 13.45.020 & 13.65

Ms. Sigdel presented a minor code amendment to correct an inconsistency between utility rates and connection fees timing, ensuring current fees remain in effect through the end of 2026 before new fees take effect in 2027.

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

Resolution - Washington State Recreation & Conservation Office Grant Applications

Ms. Pashon provided an overview of the proposed resolution authorizing the City to apply for grants through the Washington State Recreation and Conservation Office. She introduced Recreation Manager Brent Kubalek, who presented recommended projects for submission, including land acquisition and park development projects identified in the City's Capital Improvement Plan. Staff reviewed grant timelines, application requirements, and noted they would return with a resolution for Council approval.

Council was generally supportive of pursuing grant opportunities to leverage external funding for parks and recreation improvements. Councilmembers emphasized the importance of using grants to reduce local costs and expand recreational amenities, and expressed agreement with aligning grant applications with existing City priorities.

Councilmember Perales asked about a potential pump track, and Mr. Kubalek discussed possible plans and locations under consideration. Mayor Grimm discussed levee-related improvements and expressed interest in revisiting the levee.

David Cortinas, a Pasco resident, expressed appreciation for the efforts but also raised concerns about park conditions, particularly restroom facilities.

Resolution - Change Order No. 4 Sylvester Street Safety Improvements with Granite Construction Company

Ms. Serra presented the final reconciliation change order for the Sylvester Street Safety Improvements project, adjusting contract quantities to allow project closeout. The change order increases the contract by \$115,128.72 and requires Council approval. She noted this is the final change order, and the project will return for final acceptance and closeout.

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

Resolution - Change Order No. 10 Citywide Traffic Signal Improvements Phase 2 with Apollo, Inc

Ms. Serra presented the final reconciliation change order for the Citywide Traffic Signal Improvements Phase 2 project, which replaced aging traffic signals at multiple locations to improve safety and ADA compliance. The change order increases the contract by \$122,797.95 and is needed to finalize quantities and close out the project. She noted this is the final change order and will allow the project to proceed to closeout.

Council discussion included questions regarding changes in site conditions and design accuracy. Staff explained the project was originally designed several years

prior to construction, and adjustments were necessary due to changed site conditions, survey discrepancies, and market impacts during the Covid period.

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

Resolution – Acceptance of a Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Grant

Lt. Matthew Decker presented a grant award from the Washington Association of Sheriffs and Police Chiefs (WASPC) in the amount of \$7,500 to support the Police Department's traffic safety program. The grant will fund the purchase of in-car printers and updated lidar equipment. Staff noted the award was based in part on the City's recent traffic safety efforts and initiatives and requested Council approval to accept the grant and proceed with equipment purchases.

Council expressed appreciation for securing the grant and was supportive of the funding.

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

MISCELLANEOUS COUNCIL DISCUSSION

Mr. Stewart provided updates, including recognition of Police Captain Parramore receiving a community partner award, an upcoming retirement event for Chief Roske, a neighborhood business watch meeting, aquatics facility hiring progress, and the launch of the Community Satisfaction Survey.

Councilmember Cotta raised concerns about unpermitted street vendors, citing safety, health, and fairness issues. Mr. Stewart provided enforcement cost estimates, and Councilmember Cotta supported additional enforcement. Mayor Grimm and Councilmember Perales also supported enforcement efforts, while Councilmember Figueroa suggested a system to distinguish permitted vendors.

Councilmember Perales introduced discussion on potential updates to downtown signage regulations, including awning or blade signs. Councilmember Cotta, Councilmember Figueroa, Councilmember Hernandez, and Mayor Grimm expressed openness to further review, requesting additional information and business input.

EXECUTIVE SESSION

Council adjourned into Executive Session at 10:55 PM for 5 minutes returning at 11:00 PM to consider site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price per RCW 42.30.110(1)(b) with the City Manager, Deputy City Manager, City Attorney and Public Works Director.

Mayor Grimm called the meeting back to order at 11:01 PM.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:01 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk

AGENDA REPORT

FOR: City Council January 9, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26
FROM: Kevin Hebdon, Director Finance

SUBJECT: Bills and Communications - Approving Claims in the Total Amount of \$8,090,656.57

I. ATTACHMENT(S):

Accounts Payable 03.05.26 to 03.18.26

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve claims in the total amount of \$8,090,656.57 (\$3,470,740.50 in Check Nos. 277144 - 277474; \$3,327,943.75 in Electronic Transfer Nos. 852642 - 852643, 852645 - 852647, 852649 - 852656, 852658 - 652662; \$2,837.07 in Check Nos. 55161 - 55163; \$1,289,135.25 in Electronic Transfer Nos. 30239393 - 30240064).

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: March 5 2026 to March 18 2026

CITY OF PASCO

Council Meeting of: April 6, 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

Kevin Hebdon, Finance Manager

We, the undersigned City Councilmembers of the City Council of the City of Pasco, Franklin County, Washington, do hereby certify on this 6th day of April, 2026 that the merchandise or services hereinafter specified have been received and are approved for payment:

	<u>Claims Bank</u>	<u>Payroll Bank</u>	<u>Gen'l Bank</u>	<u>Electronic Bank</u>	<u>Combined</u>
Check Numbers	277144 - 277474	55161-55163			
Total Check Amount	\$3,470,740.50	\$2,837.07			Total Checks \$ 3,473,577.57
Electronic Transfer Numbers	852642 - 852643 852645 - 852647 852649 - 852656 852658 - 852662	30239393 - 30240064			
Total EFT Amount	\$3,327,943.75	\$1,289,135.25	\$0.00	\$0.00	Total EFTs \$ 4,617,079.00
					Grand Total \$ 8,090,656.57

Councilmember A

Councilmember B

SUMMARY OF CLAIMS BY FUND:

100 GENERAL FUND	1,669,550.19
110 STREET	51,404.97
125 TRANSPORTATION IMPACT FEES	11,607.50
140 C.D. BLOCK GRANT	39.32
145 MARTIN LUTHER KING COMMUNITY CENTER	4,019.64
150 AMBULANCE SERVICE	97,625.82
160 CEMETERY	5,025.16
165 ATHLETIC PROGRAMS	3,043.10
168 ANIMAL CONTROL	21,711.87
170 SENIOR CENTER OPERATING	1,748.48
180 MULTI-MODAL FACILITY	2,997.19
185 RIVERSHORE TRAIL & MARINA MAIN	21.24
188 SPECIAL ASSESSMENT LODGING	33,049.89
190 REVOLVING ABATEMENT	156.30
194 ECONOMIC DEVELOPMENT	3,599.15
195 STADIUM/ CONVENTION CENTER	89.97
196 HOTEL/ MOTEL EXCISE TAX	46,265.60
367 GENERAL CAP PROJECT CONSTRUCTION	563,448.20
410 UTILITY, WATER/ SEWER	2,709,452.62
510 EQUIPMENT RENTAL - OPERATING GOVERNMENTAL	67,144.85
511 EQUIPMENT RENTAL - OPERATING BUSINESS	13,632.09
515 EQUIPMENT RENTAL - REPLACEMENT GOVERNMENTAL	33,181.49
520 MEDICAL/ DENTAL/ VISION INSURANCE	478,042.34
690 PAYROLL CLEARING	2,273,799.59
GRAND TOTAL ALL FUNDS:	\$ 8,090,656.57

AGENDA REPORT

FOR: City Council March 27, 2026

TO: Harold Stewart, City Manager City Council Workshop
Meeting: 4/6/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Ordinance No. 4824 - Amending Pasco Municipal Code (PMC)
13.45.020 & 13.65

I. ATTACHMENT(S):

Ordinance

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to adopt Ordinance No. 4824, amending Pasco Municipal Code Section 13.45.020 Connection to Existing Lines and Chapter 13.65 Sewer Extensions Providing Severability and Establishing an Effective Date, and authorize publication by summary only.

III. FISCAL IMPACT:

No Fiscal Impact

IV. HISTORY AND FACTS BRIEF:

Background

This item was discussed at the March 23, 2026 Council Workshop.

On January 20, 2026, the Pasco City Council adopted Ordinance No. 4804, which amended portions of the Pasco Municipal Code related to water and sewer connection fees. The ordinance updated several fee provisions and removed PMC Section 13.45.020, Connection to Existing Lines, and Chapter 13.65, Sewer Extensions, to align the municipal code with the revised fee structure.

While some of the amended fees adopted under Ordinance No. 4804 took effect or will take effect prior to January 1, 2027, the fees associated with PMC Section 13.45.020 and Chapter 13.65 are not scheduled to take effect until January 1, 2027.

Because the updated fees related to those provisions are not effective until that date, the prior fee structure remains in effect until December 31, 2026. The removal of these sections prior to the implementation of the new fees created a gap in the municipal code that could create confusion regarding applicable connection and extension requirements during the interim period.

The proposed ordinance reestablishes PMC Section 13.45.020 and Chapter 13.65 to allow the City to continue administering the current fee structure through December 31, 2026. The ordinance also includes a provision that repeals those sections effective January 1, 2027, to coincide with the implementation of the updated fees adopted under Ordinance No. 4804.

Impact (other than fiscal)

The proposed ordinance provides administrative clarity and ensures continuity in the City's utility connection and sewer extension processes until the updated fee structure becomes effective.

Reestablishing these code provisions will allow staff to continue applying the current connection and extension requirements and associated fees without interruption. The ordinance does not introduce new requirements or impacts for residents or developers but maintains the existing framework until the new fee structure is implemented.

V. DISCUSSION:

Recommendation

Staff recommends that the City Council adopt the proposed ordinance reestablishing PMC Section 13.45.020, *Connection to Existing Lines*, and Chapter 13.65, *Sewer Extensions*, and providing for their repeal effective January 1, 2027, to align with the implementation of the updated water and sewer connection fees adopted under Ordinance No. 4804.

Constraints (time or other consideration)

The primary constraint is ensuring that the municipal code accurately reflects the fee structure currently in effect. Without reestablishing these provisions, staff may lack clear code authority for administering certain connection and extension requirements until the new fees become effective on January 1, 2027.

Addressing this issue promptly helps prevent confusion for staff, developers, and property owners who may seek utility connections during the interim period.

Next Steps

If approved, the ordinance will be incorporated into the Pasco Municipal Code. Staff will continue administering the existing connection and extension provisions through December 31, 2026. The sections will then be automatically repealed on January 1, 2027, concurrent with the implementation of the updated fee provisions adopted under Ordinance No. 4804.

Alternatives

- Do not adopt the ordinance - This would leave the municipal code without the provisions necessary to administer certain water and sewer connection and extension requirements until the new fee structure becomes effective on January 1, 2027.
- Direct staff to return with revised ordinance language - Council could request additional modifications or clarification before considering adoption of the ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON, AMENDING PASCO MUNICIPAL CODE SECTION 13.45.020 CONNECTION TO EXISTING LINES AND CHAPTER 13.65 SEWER EXTENSIONS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on January 20, 2026, the Pasco City Council adopted Ordinance No. 4804 amending the Pasco Municipal Code to update water and sewer connection fees; and

WHEREAS, Ordinance No. 4804 removed Section 13.45.020, “Connection to Existing Lines,” and Chapter 13.65, “Sewer Extensions,” in order to align the Municipal Code with the updated water and sewer connection fee structure; and

WHEREAS, Ordinance No. 4804 established varying effective dates for the amended water and sewer connection fees, and while certain fees have taken effect or will take effect prior to January 1, 2027, the fees specifically associated with Section 13.45.020 and Chapter 13.65 are not effective until January 1, 2027; and

WHEREAS, until January 1, 2027, the existing (prior) water and sewer connection fee structure should remain in effect and must continue to be administered; and

WHEREAS, the City Council finds it necessary and in the best interest of the City to reestablish Section 13.45.020 and Chapter 13.65 to ensure continuity, clarity, and proper administration of the existing fee structure through December 31, 2026; and

WHEREAS, the City Council further intends that Section 13.45.020 and Chapter 13.65 be automatically repealed effective December 31, 2026, which is when the updated water and sewer connection fees adopted under Ordinance No. 4804 take effect.

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

Section 1. That Section PMC 13.45.020 entitled “Connection to Existing Lines” is hereby adopted and shall read as follows:

13.45.020 Connection to existing lines.

When it is desired by a property owner and in any case requisite to having a city water service installed to serve a parcel(s) of land, a fee, as set forth in Chapter 3.35 PMC, shall be paid to the Director of Finance based on the amounts for the following:

Residential Charges.

A charge for each front foot of the parcel(s) of property served, plus

A charge for each square foot of the parcel(s) of property served.

Commercial Charges.

A charge for each front foot of the parcels(s) of property served, plus

A charge for each square foot of the parcel(s) of property served.

Section 2. That Chapter PMC Chapter 13.65 entitled “Sewer Extensions” is hereby adopted and shall read as follows:

Chapter 13.65
SEWER EXTENSIONS

Sections:

13.65.010 **Charges for sewer main extensions.**

13.65.020 **Charges and refunds on pre-existing extensions.**

13.65.010 **Charges for sewer main extensions.**

Before any nonbudgeted City sewer main is extended by the City at the request of a property owner or developer there shall be deposited with the Director of Finance an amount sufficient to cover the actual cost of such extension and appurtenances and appropriate area charges. Said amount shall be determined by the City Engineer and/or Director of Public Works. The same may be paid by one or more property owners on or along such main extension. Should actual costs upon completion be less than the amount deposited, the difference shall be refunded. Proration shall be on a front-footage basis.

Substandard extensions may be made only when in the judgment of the City Council, the population and sanitary conditions warrant such extensions.

It shall be necessary to have Council approval and terms set forth by written agreement before any extensions when less than 100 percent subscription in front footage is paid for substandard lines, when it is necessary to have extensions for the good of the City or when unusual conditions prevail. Sewer main extensions may also be accomplished through local improvement districts.

13.65.020 Charges and refunds on pre-existing extensions.

For those main extensions constructed and installed prior to the passage of this chapter, hookup charges and refunds shall be calculated per front-foot and per square foot of the parcel(s) of property served as set forth in Chapter 3.35 PMC.

Section 3. PMC Section 13.45.020, “Connection to Existing Lines,” as adopted by this Ordinance, is hereby repealed effective December 31, 2026.

Section 4. PMC Section 13.65, “Sewer Extensions,” as adopted by this Ordinance, is hereby repealed effective December 31, 2026.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be 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 6. 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 7. 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 _____, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Published: _____

AGENDA REPORT

FOR: City Council March 12, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: Resolution No. 4717 - Change Order No. 4 Sylvester Street Safety Improvements with Granite Construction Company

I. ATTACHMENT(S):

Resolution
Exhibit A - Change Order No. 4

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4717, authorizing the City Manager to sign and execute Change Order No. 4 with Granite Construction Company for the Sylvester Street Safety Improvements Project.

III. FISCAL IMPACT:

Engineer's Construction Estimate	\$ 3,943,249.50
Awarded Construction Contract Amount	\$ 3,215,920.00
Previously Approved Change Orders No. 1-3	\$ 298,685.25
Proposed Change Order No. 4 Reconciliation	\$ 115,128.72
New Contract Amount	\$ 3,629,733.97

The proposed Change Order can be accommodated within the project budget.

The project is funded through the Federal Fund the Highway Safety Improvement Program and the State Fund the Pedestrian & Bicycle Program awarded by Washington State Department of Transportation and obligated for use in the construction phase on November 28, 2023.

IV. HISTORY AND FACTS BRIEF:

Background

The construction contract for the Sylvester Street Safety Improvements project was awarded to Granite Construction Company on February 5th, 2024. Construction is now complete, with substantial completion attained on March 4th, 2025, and finalizing punch list (addressing faded striping) and paperwork at the end of 2025 and into early 2026.

Sylvester Street is an east-west minor arterial that connects residential areas to downtown Pasco. The City's 2020 Local Road Safety Plan identified Sylvester Street as a major corridor in need of safety mitigation measures due to vehicle crash rates. This project extended from 3rd Avenue to Road 54, excluding the overpass at US 395. Sylvester Street Pedestrian/Bicycle Bridge Overpass, a companion project that will provide the missing connection over US 395, is currently under design and anticipated to be in construction in 2027.

Since construction began, three (3) Change Orders (COs) have been approved. The executed change order work included pushbutton extensions, fire hydrant, concrete steps/ramps, re-striping on 20th and Sylvester St, driveway conform work, Rd 50 and Sylvester St infiltration trench, USPS Cluster Box Units, additional curb, 14th and Sylvester St catch basin work and flagging.

Change Order No. 4 Reconciliation adjusts the contract total to match all incurred costs associated with the project and balances them in a final amount needed to close out the project. This typical process includes any quantity overruns and underruns from planned compared to actual with an adjustment to the final construction contract value. Since these amounts were paid for bid items included in the contract, no further payment is associated with this final CO.

Impact (other than fiscal)

The project is completely finished and been open for public use since substantial completion.

V. DISCUSSION:

Recommendation

This item was presented to Council at the March 23, 2026 workshop as a discussion item.

Staff reviewed the parameters of the reconciliation and recommends approval of CO No. 4 in the amount of \$115,128.72 for the Sylvester Street Safety Improvements project.

Constraints

The project is anticipated to be presented to council again this year 2026 for project acceptance.

Next Steps

- Based on Council's actions tonight, staff is prepared to bring the Change Order No. 4 to the City manager to sign and execute. Once executed, staff will work toward finalizing the documentation needed to present this project to City Council for Project Acceptance.

Alternatively, Council may

- Reject the Change Order. If rejected, project acceptance will be postponed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE CHANGE ORDER NO. 4 WITH GRANITE CONSTRUCTION COMPANY OF YAKIMA, WASHINGTON FOR THE SYLVESTER STREET SAFETY IMPROVEMENT PROJECT.

WHEREAS, the City of Pasco (City) and Granite Construction Company entered into a Construction Contract on February 5th, 2024, for the construction of the Sylvester Street Safety Improvements Project; and

WHEREAS, previously approved Change Order Nos. 1-2 were authorized under the authority provided to the Public Works Director; and

WHEREAS, previously approved Change Order No. 3 was authorized under the authority provided to the City Manager; and

WHEREAS, proposed Change Order No. 4 will reconcile the difference in the total cost of the construction project between the initial construction contract amount accepted and the actual cost of the project.

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

That the City Council of the City of Pasco approves the terms and conditions of Change Order No. 4 between the City of Pasco and Granite Construction Company as attached hereto and incorporated herein as **Exhibit A**, and

Be It Further Resolved, that the that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Change Order No. 4 on behalf of the City of Pasco, and

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 10**

Project No: 17014 **Project Title:** Traffic Signal Improvements - Citywide, Phase 2

Contractor: Apollo, Inc.

Description of Change: Reconciliation Change Order

Detail as Appropriate: Reconciliation of Bid Items to reflect work completed.
These items are additives and negatives to the original bid amounts and will change the contract value. This Reconciliation Change Order will align the contract amount with Final payment amount for closeout.

SCHEDULE A

Bid Item 2: ADA Features Surveying	\$ (136.00)
Bid Item 7: Project Temporary Traffic Control, Min. Bid \$1,000 <i>Rounding Error.</i>	\$ (0.10)
Bid Item 8: Clearing and Grubbing <i>Rounding Error.</i>	\$ (0.10)
Bid Item 10: Roadside Cleanup	\$ 51,307.85
Bid Item 11: Removing Paint Line <i>More paint to remove in the field than estimated.</i>	\$ 158.40
Bid Item 12: Removing Plastic Line <i>Less plastic to remove in the field than estimated.</i>	\$ (316.80)
Bid Item 13: Removing Plastic Crosswalk Line <i>Less plastic to remove in the field than estimated.</i>	\$ (3,654.00)
Bid Item 15: Removing Chain Link Fence <i>Less fence to remove in the field than estimated.</i>	\$ (630.00)
Bid Item 17: Sawcutting	\$ 8,675.70
Bid Item 19: Crushed Surfacing Top Course	\$ 744.00
Bid Item 20: HMA for Pavement Repair Cl. 3/8 in. PG 64S-22	\$ 43,840.50
Bid Item 21: Cold Mix Asphalt	\$ (52,051.50)
Bid Item 24: Adjust Manhole	\$ 700.00
Bid Item 25: Adjust Catch Basin	\$ 9,520.00
Bid Item 26: Adjust Valve Box	\$ 1,500.00
Bid Item 27: Inlet Protection	\$ 400.00
Bid Item 29: ESC Lead	\$ (400.00)
Bid Item 30: Cement Conc. Sidewalk	\$ 83,260.00
Bid Item 31: Cement Conc. Traffic Curb & Gutter	\$ 49,368.00
Bid Item 32: Cement Conc. Pedestrian Curb	\$ (69,540.00)
Bid Item 33: Cement Conc. Curb Ramp Type A Parallel	\$ (33,000.00)
Bid Item 34: Cement Conc. Curb Ramp Type B Parallel	\$ 9,000.00
Bid Item 35: Cement Conc. Curb Ramp Type A Perpendicular	\$ (36,000.00)

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 10**

Project No: 17014 **Project Title:** Traffic Signal Improvements - Citywide, Phase 2

Contractor: Apollo, Inc.

Description of Change:		Reconciliation Change Order	
	Bid Item 36: Cement Conc. Curb Ramp Type B Perpendicular	\$	12,000.00
	Bid Item 37: Cement Conc. Curb Ramp Type Hybrid Perpendicular	\$	51,000.00
	Bid Item 38: Cement Conc. Curb Ramp Type A Single Direction	\$	(12,000.00)
	Bid Item 39: Cement Conc. Curb Ramp Type B Single Direction	\$	(3,000.00)
	Bid Item 40: Cement Conc. Curb Ramp Type Combination	\$	21,000.00
	Bid Item 41: Extruded Curb	\$	(1,540.00)
	Bid Item 51: Signal Modifications Complete, Sandifur Pkwy & Broadmoor Blvd	\$	-
	<i>As approved in CO#1, the signal was removed from this project to incorporate into larger project which reconfigures Broadmoor Blvd. CO#1 approved a reduction of \$165,600.00 accounted for in the "previous change order total" below.</i>		
	Bid Item 55: Paint Line	\$	(801.00)
	Bid Item 56: Plastic Stop Line	\$	(4,080.00)
	Bid Item 57: Plastic Crosswalk Line	\$	8,208.00
	Bid Item 58: Plastic Traffic Arrow	\$	(165.00)
	Bid Item 59: Chain Link Fence Type 4	\$	(1,485.00)
	Bid Item 60: End, Gate, Corner, and Pull Post for Chain Link Fence	\$	(1,650.00)
	Base Schedule A	\$	130,232.95
	Change Order 2.1: Add'l Work Signal Modifications Complete, W Sylvester St and N 4th A	\$	0.01
	<i>Rounding error</i>		
	Change Order 2.5A: Add'l Cost Cement Concrete Sidewalk (Bid Item 30)	\$	1,991.00
	<i>See attached email.</i>		
	Change Order 2.5B: Add'l Cost Cement Conc Traffic Sign and Gutter (Bid Item 31)	\$	1,234.20
	<i>See attached email.</i>		
	Change Order 2.5C: Add'l Cost Cement Conc Pedestrian Curb (Bid Item 32)	\$	(2,549.80)
	<i>See attached email.</i>		
	Change Order 2.5D: Add'l Cost Cement Conc Curb Ramp Type A Parallel (Bid Item 33)	\$	(2,420.00)
	<i>See attached email.</i>		
	Change Order 2.5E: Add'l Cost Cement Conc Curb Ramp Type B (Bid Item 34)	\$	660.00
	<i>See attached email.</i>		
	Change Order 2.5F: Add'l Cost Cement Conc Type A Perpendicular (Bid Item 35)	\$	(2,640.00)
	<i>See attached email.</i>		
	Change Order 2.5G: Add'l Cost Cement Conc Curb Ramp Type B Perpendicular (Bid Item	\$	880.00
	<i>See attached email.</i>		
	Change Order 2.5H: Add'l Cost Cement Conc Type Hybrid Perpendicular (Bid Item 37)	\$	3,740.00
	<i>See attached email.</i>		
	Change Order 2.5I: Add'l Cost Cement Conc Type A Single Direction (Bid Item 38)	\$	(880.00)
	<i>See attached email.</i>		
	Change Order 2.5J: Add'l Cost Cement Conc Type Type B Single Direction (Bid Item 39)	\$	(220.00)
	<i>See attached email.</i>		
	Change Order 2.5K: Add'l Cost Cement Conc Curb Ramp Type Combination (Bid Item 40)	\$	1,540.00
	<i>See attached email.</i>		

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 10**

Project No: 17014 **Project Title:** Traffic Signal Improvements - Citywide, Phase 2

Contractor: Apollo, Inc.

Description of Change: Reconciliation Change Order

Change Order 2.5L: Add'l Cost Extruded Curb	\$ (61.60)
<i>See attached email.</i>	
Change Order 3.1: Removal of Curb and Gutter	\$ (2,805.00)
<i>See attached email.</i>	
Change Order 3.2: Removal of Sidewalk	\$ (6,040.00)
<i>See attached email.</i>	
Subtotal Change Orders:	\$ (7,571.19)

Contract Bid Amount:	\$ 4,313,512.00
SALES TAX @ 8.9%:	N/A
Total:	\$ 4,313,512.00

PREVIOUS CHANGE ORDER		CURRENT CHANGE ORDER	
Subtotal	\$ 333,687.88	Subtotal	\$ 122,661.76
Sales tax @ 8.9%	N/A	Sales tax @ 8.9%	N/A
Total	\$ 333,687.88	Total	\$ 122,661.76

Note: CO 9 did not use the correct previous change order amount from CO 8. The corrected previous change order amount is as shown above.

Total Change Orders To Date	\$ 456,349.64
New Contract Amount	\$ 4,769,861.64

IS CONTRACT TIME AFFECTED BY THIS CHANGE ORDER

YES

NO

Contract Time Prior to this Change Order.....	166
Modification to Contract time by this Change Order.....	0
revised Total Contract Time.....	166

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

AGREED TO AND ACCEPTED:

APPROVED:

CONTRACTOR _____ Date _____

PROJECT MANAGER _____ Date _____

APPROVED:

APPROVED:

ENGINEERING MANAGER _____ Date _____

PUBLIC WORKS DIRECTOR _____ Date _____

Vincent Malong

From: Kate Thompson <kthompson@andersonperry.com>
Sent: Thursday, February 19, 2026 10:28 AM
To: Vincent Malong
Cc: Andrey Avetisyan
Subject: RE: 60-Day Closure - Pasco 9911.011

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

Hi Vincent,

In reviewing these change orders here is the summary of the overages and underruns below.

Change Order 2 – There was a long lag between when the project was bid and when construction started due to the design of the Sylvester Street project. We needed to have their configuration so that the signals could be installed to meet the new configurations on Sylvester Street. Due to this lag time, there was a large increase in the cost for concrete. The change order created unit bid items to account for this increased cost. The increase was based in the cost provided by the concrete subs supplier for the concrete. In the change order we included the quantity that we had in the plans. Due to changes that had to be made during construction to meet ADA requirements, we had overruns in the concrete quantities. The overruns in this change order for concrete match those for the main bid items. There were also two ADA Ramp types that we ended up not using as they didn't fit correctly to meet ADA requirements. They were changed for other ramp types so those two items from CO 2 were underrun.

Change Order 3 – This change order set up to create a unit bid item for removal of curb and gutter and concrete sidewalk. The original bid had these items as lump sum and due to the many changes, that had to be made to the design to meet ADA requirements more sidewalk, curb and gutter had to be removed. These bid items made those changes easier to negotiate as construction progressed. The amount of quantity needed was estimated and less quantity ended up being needed.

If you need additional information, please let me know.



Kate Thompson, PE | *Project Engineer*

[509-529-9260](tel:509-529-9260) office | [509-520-9849](tel:509-520-9849) cell/text

ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



50 YEARS OF MAKING A DIFFERENCE

From: Vincent Malong <malongv@pasco-wa.gov>
Sent: Wednesday, February 18, 2026 2:52 PM
To: Kate Thompson <kthompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

**This email contains an attachment from outside of the organization.
Please exercise caution when opening this attachment.**

Hi Kate,

Any updates on my question regarding the change orders?

At this time, we have this project listed for project acceptance with council on March 23, 2026. This means I would need the documents ready by next Tuesday February 24, 2026, to get this into circulation for internal city review. If we miss this deadline I will need to push the project acceptance further. Please let me know if this needs to happen.

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Vincent Malong
Sent: Thursday, January 29, 2026 4:47 PM
To: 'Kate Thompson' <kthompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyan@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

Hi Kate,

I was able to download from your sharepoint. Thank you.

I noticed this when I was working on the resolution (100% green cells) as shown in the screen shot below, the amount we paid for CO 2 and CO 3 in pay app 13 is different from what we approved. Can you clarify?

	Approved Amount	Amount shown paid in Pay App 13	Difference
CO 2	\$178,436.19	\$179,709.99	\$1,273.80
CO 3	\$23,000.00	\$14,155.00	(\$8,845)

Change Orders				
Item No.	Description	CO Quantity	CO Units	CO Unit Price
1	Deduction of Bid Quantities being absorbed into other projects	1	LS	\$ (165,600.0
2.1	Add'l Work Signal Modifications Complete, W Sylvester St and N 4th Ave	1	LS	\$ 28,383.1
2.2	Add'l Work Signal Modifications Complete, W Sylvester St and N 4th Ave	1	LS	\$ 30,855.0
2.3	Add'l Work Signal Modifications Complete, W Sylvester St and N 10th Ave	1	LS	\$ 28,749.8
2.4	Add'l Work Signal Modifications Complete, W Sylvester St and 28th Ave	1	LS	\$ 3,418.3
2.5 A	Add'l Cost Cement Concrete Sidewalk (Bid Item 30)	540	SY	\$ 2.2
2.5 B	Add'l Cost Cement Conc Traffic Curb and Gutter (Bid Item 31)	1986	LF	\$ 2.2
2.5 C	Add'l Cost Cement Conc Pedestrian Curb (Bid Item 32)	2460	LF	\$ 2.2
2.5 D	Add'l Cost Cement Conc Curb Ramp Type A Parallel (Bid Item 33)	25	EA	\$ 220.0
2.5 E	Add'l Cost Cement Conc Curb Ramp Type B Parallel (Bid Item 34)	1	EA	\$ 220.0
2.5 F	Add'l Cost Cement Conc Curb Ramp Type A Perpendicular (Bid Item 35)	16	EA	\$ 220.0
2.5 G	Add'l Cost Cement Conc Curb Ramp Type B Perpendicular (Bid Item 36)	9	EA	\$ 220.0
2.5 H	Add'l Cost Cement Conc Curb Ramp Type Hybrid Perpendicular (Bid Item 37)	15	EA	\$ 220.0
2.5 I	Add'l Cost Cement Conc Curb Ramp Type A Single Direction (Bid Item 38)	4	EA	\$ 220.0
2.5 J	Add'l Cost Cement Conc Curb Ramp Type B Single Direction (Bid Item 39)	1	EA	\$ 220.0
2.5 K	Add'l Cost Cement Conc Curb Ramp Type Combination (Bid Item 40)	11	EA	\$ 220.0
2.5 L	Add'l Cost Extruded Curb	40	LF	\$ 2.2
2.6	Cost Increase for Pedestrian Push Buttons	1	LS	\$ 4,860.0
2.7	Sylvester Street Storm Drainage	1	LS	\$ 53,072.6
3.1	Removal of Curb and Gutter	200	LF	\$ 55.0
3.2	Removal of Sidewalk	300	SY	\$ 40.0
4.1	Court Street and Road 40 Signal Pole	1	LS	\$ 101,941.9

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Kate Thompson <kthompson@andersonperry.com>

Sent: Thursday, January 29, 2026 3:06 PM

To: Vincent Malong <malongv@pasco-wa.gov>

Cc: Andrey Avetisyan <avetisyan@pasco-wa.gov>

Subject: RE: 60-Day Closure - Pasco 9911.011

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

Hi Vincent,

I was able to get everything moved over to the folder below for you on Sharepoint. Please let me know if there is anything else you need.

 [Close Out Documents](#)

Kate Thompson, PE | Project Engineer

[509-529-9260](tel:509-529-9260) office | [509-520-9849](tel:509-520-9849) cell/text



ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



50 YEARS OF MAKING A DIFFERENCE

From: Vincent Malong <malongv@pasco-wa.gov>
Sent: Thursday, January 29, 2026 1:45 PM
To: Kate Thompson <kthompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

This email contains an attachment from outside of the organization.
 Please exercise caution when opening this attachment.

Hi Kate,

I can do the reconciliation change order myself. I would just request for you to provide me the files you have for this project. I'm looking through the city folders and I am missing several pay estimates and change orders.

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Kate Thompson <kthompson@andersonperry.com>
Sent: Thursday, January 29, 2026 11:16 AM
To: Vincent Malong <malongv@pasco-wa.gov>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

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

Hi Vincent,

We have paid Apollo for all the work. I didn't realize that you wanted a reconciliation change order. I will get one drafted and a final pay application that incorporates that change order. There will not be any payment associated with the pay application. I will get this to you early next week.



Kate Thompson, PE | Project Engineer

509-529-9260 office | **509-520-9849** cell/text

ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



From: Vincent Malong <malongv@pasco-wa.gov>
Sent: Thursday, January 29, 2026 11:12 AM
To: Kate Thompson <ktompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: FW: 60-Day Closure - Pasco 9911.011

**This email contains an attachment from outside of the organization.
 Please exercise caution when opening this attachment.**

Hi Kate,

Do you know if the final pay estimate with reconciliation change order was processed for the Citywide Phase 2 project?

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Kent McCue <MCCUEK@pasco-wa.gov>
Sent: Thursday, January 29, 2026 10:04 AM
To: Vincent Malong <malongv@pasco-wa.gov>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: FW: 60-Day Closure - Pasco 9911.011

Have we received everything we need from Anderson-Perry? Also, have we processed the final pay estimate along with the reconciliation change order?

Kent W. McCue, Operations Manager
 City of Pasco
 1025 South Gray Avenue
 Pasco, Washington 99301
 Cell: 509-521-0272
mccuek@pasco-wa.gov



This e-mail and any response to this e-mail may be a public record under RCW 42.56 and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Maria Serra <serram@pasco-wa.gov>
Sent: Thursday, January 29, 2026 9:55 AM
To: Andrey Avetisyan <avetisyana@pasco-wa.gov>; Kent McCue <MCCUEK@pasco-wa.gov>
Subject: FW: 60-Day Closure - Pasco 9911.011

I am so sorry to pass this along.



Maria Laura Serra, PE
Public Works Director
525 North Third Avenue
Pasco, WA 99301
(509) 544-4125
serram@pasco-wa.gov

This email and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act

From: Tax, Stephanie <stephanie.tax@wsdot.wa.gov>
Sent: Thursday, January 29, 2026 9:44 AM
To: Maria Serra <serram@pasco-wa.gov>
Cc: Walker, Seth <seth.walker@wsdot.wa.gov>
Subject: 60-Day Closure - Pasco 9911.011

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

Hello –

Attached is the electronic 60-day notice of closure for this project.

Thanks

Stephanie Tax
WSDOT - Local Programs
Manager, Program Management
360-480-1494 (cell)

AGENDA REPORT

FOR: City Council March 12, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26
FROM: Maria Serra, Public Works Director
Public Works
SUBJECT: Resolution No. 4718 - Change Order No. 10 Citywide Traffic Signal Improvements Phase 2 with Apollo, Inc

I. ATTACHMENT(S):

Resolution
Exhibit A - Change Order No. 10

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4718, authorizing the City Manager to sign and execute Change Order No. 10 with Apollo, Inc. for the Citywide Traffic Signal Improvements Phase 2 project.

III. FISCAL IMPACT:

Engineer's Construction Estimate	\$ 3,526,096.00
Awarded Construction Contract Amount	\$ 4,313,512.00
Previously Approved Change Orders No. 1-9	\$ 333,687.88
Proposed Change Order No. 10 Reconciliation	\$ 122,797.95
New Contract Amount	\$ 4,769,997.83

IV. HISTORY AND FACTS BRIEF:

Background

The Citywide Traffic Signal Improvements Project was initially scoped to provide upgrades to 32 signal systems at intersections throughout the city. Due to grant funding availability the project was divided into three phases. Phase 1 is complete and included 11 intersections. Phase 2 (this project) included 15 intersections. And the Phase 3 project, which still requires funding, will include the final 6 intersections.

The construction contract for the Citywide Traffic Signal Improvements Phase 2 project was awarded to Apollo, Inc on September 12, 2022. Construction is now completed.

Since construction began, nine (9) Change Orders (COs) have been approved. The executed change order work included removal of signal work at Sandifur Pkwy and Broadmoor Blvd, which was to be included in a larger project, changes to the work along Sylvester Street at 5th & 10th & 28th, adding removal work for curb & gutter & sidewalk, replace existing traffic signal pole at Rd 40 and Court Street, additional work associated with making ramps ADA compliant, directional boring, replacing hit pedestrian push button, changing size of the street name sign for intersection at Sylvester Street and 10th and correcting drainage issues.

Change Order No.10 will reconcile all incurred cost associated with the project and balances them in a progress payment needed to close out the project. This includes typical bid item quantity overruns and underruns and formally acknowledges the revised construction contract amount.

Impact (other than fiscal)

The completion of the project ensures the goal of the project to improve traffic signals citywide and improve the safety and connectivity of these intersections.

V. DISCUSSION:

Recommendation

This item was presented to Council at the March 23, 2026 workshop as a discussion item.

Staff reviewed the parameters of the reconciliation and recommends approval of CO No. 10 in the amount of \$122,797.95 for the Citywide Traffic Signal Improvements Phase 2 project.

Constraints

The project is anticipated to be presented to council again this year 2026 for project acceptance.

Next Steps

- Based on Council's actions tonight, staff is prepared to bring the Change Order No. 10 to the City manager to sign and execute. Once executed, staff will work toward finalizing the documentation needed to present this project to City Council for Project Acceptance.

Alternatively, Council may

- Reject the Change Order. If rejected, project acceptance will be postponed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE CHANGE ORDER NO. 4 WITH GRANITE CONSTRUCTION COMPANY OF YAKIMA, WASHINGTON FOR THE SYLVESTER STREET SAFETY IMPROVEMENT PROJECT.

WHEREAS, the City of Pasco (City) and Granite Construction Company entered into a Construction Contract on February 5th, 2024, for the construction of the Sylvester Street Safety Improvements Project; and

WHEREAS, previously approved Change Order Nos. 1-2 were authorized under the authority provided to the Public Works Director; and

WHEREAS, previously approved Change Order No. 3 was authorized under the authority provided to the City Manager; and

WHEREAS, proposed Change Order No. 4 will reconcile the difference in the total cost of the construction project between the initial construction contract amount accepted and the actual cost of the project.

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

That the City Council of the City of Pasco approves the terms and conditions of Change Order No. 4 between the City of Pasco and Granite Construction Company as attached hereto and incorporated herein as **Exhibit A**, and

Be It Further Resolved, that the that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Change Order No. 4 on behalf of the City of Pasco, and

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 10**

Project No: 17014 **Project Title:** Traffic Signal Improvements - Citywide, Phase 2

Contractor: Apollo, Inc.

Description of Change: Reconciliation Change Order

Detail as Appropriate: Reconciliation of Bid Items to reflect work completed.
These items are additives and negatives to the original bid amounts and will change the contract value. This Reconciliation Change Order will align the contract amount with Final payment amount for closeout.

SCHEDULE A

Bid Item 2: ADA Features Surveying	\$ (136.00)
Bid Item 7: Project Temporary Traffic Control, Min. Bid \$1,000 <i>Rounding Error.</i>	\$ (0.10)
Bid Item 8: Clearing and Grubbing <i>Rounding Error.</i>	\$ (0.10)
Bid Item 10: Roadside Cleanup	\$ 51,307.85
Bid Item 11: Removing Paint Line <i>More paint to remove in the field than estimated.</i>	\$ 158.40
Bid Item 12: Removing Plastic Line <i>Less plastic to remove in the field than estimated.</i>	\$ (316.80)
Bid Item 13: Removing Plastic Crosswalk Line <i>Less plastic to remove in the field than estimated.</i>	\$ (3,654.00)
Bid Item 15: Removing Chain Link Fence <i>Less fence to remove in the field than estimated.</i>	\$ (630.00)
Bid Item 17: Sawcutting	\$ 8,675.70
Bid Item 19: Crushed Surfacing Top Course	\$ 744.00
Bid Item 20: HMA for Pavement Repair Cl. 3/8 in. PG 64S-22	\$ 43,840.50
Bid Item 21: Cold Mix Asphalt	\$ (52,051.50)
Bid Item 24: Adjust Manhole	\$ 700.00
Bid Item 25: Adjust Catch Basin	\$ 9,520.00
Bid Item 26: Adjust Valve Box	\$ 1,500.00
Bid Item 27: Inlet Protection	\$ 400.00
Bid Item 29: ESC Lead	\$ (400.00)
Bid Item 30: Cement Conc. Sidewalk	\$ 83,260.00
Bid Item 31: Cement Conc. Traffic Curb & Gutter	\$ 49,368.00
Bid Item 32: Cement Conc. Pedestrian Curb	\$ (69,540.00)
Bid Item 33: Cement Conc. Curb Ramp Type A Parallel	\$ (33,000.00)
Bid Item 34: Cement Conc. Curb Ramp Type B Parallel	\$ 9,000.00
Bid Item 35: Cement Conc. Curb Ramp Type A Perpendicular	\$ (36,000.00)

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 10**

Project No: 17014 **Project Title:** Traffic Signal Improvements - Citywide, Phase 2

Contractor: Apollo, Inc.

Description of Change:		Reconciliation Change Order	
	Bid Item 36: Cement Conc. Curb Ramp Type B Perpendicular	\$	12,000.00
	Bid Item 37: Cement Conc. Curb Ramp Type Hybrid Perpendicular	\$	51,000.00
	Bid Item 38: Cement Conc. Curb Ramp Type A Single Direction	\$	(12,000.00)
	Bid Item 39: Cement Conc. Curb Ramp Type B Single Direction	\$	(3,000.00)
	Bid Item 40: Cement Conc. Curb Ramp Type Combination	\$	21,000.00
	Bid Item 41: Extruded Curb	\$	(1,540.00)
	Bid Item 51: Signal Modifications Complete, Sandifur Pkwy & Broadmoor Blvd	\$	-
	<i>As approved in CO#1, the signal was removed from this project to incorporate into larger project which reconfigures Broadmoor Blvd. CO#1 approved a reduction of \$165,600.00 accounted for in the "previous change order total" below.</i>		
	Bid Item 55: Paint Line	\$	(801.00)
	Bid Item 56: Plastic Stop Line	\$	(4,080.00)
	Bid Item 57: Plastic Crosswalk Line	\$	8,208.00
	Bid Item 58: Plastic Traffic Arrow	\$	(165.00)
	Bid Item 59: Chain Link Fence Type 4	\$	(1,485.00)
	Bid Item 60: End, Gate, Corner, and Pull Post for Chain Link Fence	\$	(1,650.00)
	Base Schedule A	\$	130,232.95
	Change Order 2.1: Add'l Work Signal Modifications Complete, W Sylvester St and N 4th A	\$	0.01
	<i>Rounding error</i>		
	Change Order 2.5A: Add'l Cost Cement Concrete Sidewalk (Bid Item 30)	\$	1,991.00
	<i>See attached email.</i>		
	Change Order 2.5B: Add'l Cost Cement Conc Traffic Sign and Gutter (Bid Item 31)	\$	1,234.20
	<i>See attached email.</i>		
	Change Order 2.5C: Add'l Cost Cement Conc Pedestrian Curb (Bid Item 32)	\$	(2,549.80)
	<i>See attached email.</i>		
	Change Order 2.5D: Add'l Cost Cement Conc Curb Ramp Type A Parallel (Bid Item 33)	\$	(2,420.00)
	<i>See attached email.</i>		
	Change Order 2.5E: Add'l Cost Cement Conc Curb Ramp Type B (Bid Item 34)	\$	660.00
	<i>See attached email.</i>		
	Change Order 2.5F: Add'l Cost Cement Conc Type A Perpendicular (Bid Item 35)	\$	(2,640.00)
	<i>See attached email.</i>		
	Change Order 2.5G: Add'l Cost Cement Conc Curb Ramp Type B Perpendicular (Bid Item	\$	880.00
	<i>See attached email.</i>		
	Change Order 2.5H: Add'l Cost Cement Conc Type Hybrid Perpendicular (Bid Item 37)	\$	3,740.00
	<i>See attached email.</i>		
	Change Order 2.5I: Add'l Cost Cement Conc Type A Single Direction (Bid Item 38)	\$	(880.00)
	<i>See attached email.</i>		
	Change Order 2.5J: Add'l Cost Cement Conc Type Type B Single Direction (Bid Item 39)	\$	(220.00)
	<i>See attached email.</i>		
	Change Order 2.5K: Add'l Cost Cement Conc Curb Ramp Type Combination (Bid Item 40)	\$	1,540.00
	<i>See attached email.</i>		

**CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 10**

Project No: 17014 **Project Title:** Traffic Signal Improvements - Citywide, Phase 2

Contractor: Apollo, Inc.

Description of Change: Reconciliation Change Order

Change Order 2.5L: Add'l Cost Extruded Curb	\$ (61.60)
<i>See attached email.</i>	
Change Order 3.1: Removal of Curb and Gutter	\$ (2,805.00)
<i>See attached email.</i>	
Change Order 3.2: Removal of Sidewalk	\$ (6,040.00)
<i>See attached email.</i>	
Subtotal Change Orders:	\$ (7,571.19)

Contract Bid Amount:	\$ 4,313,512.00
SALES TAX @ 8.9%:	N/A
Total:	\$ 4,313,512.00

PREVIOUS CHANGE ORDER		CURRENT CHANGE ORDER	
Subtotal	\$ 333,687.88	Subtotal	\$ 122,661.76
Sales tax @ 8.9%	N/A	Sales tax @ 8.9%	N/A
Total	\$ 333,687.88	Total	\$ 122,661.76

Note: CO 9 did not use the correct previous change order amount from CO 8. The corrected previous change order amount is as shown above.

Total Change Orders To Date	\$ 456,349.64
New Contract Amount	\$ 4,769,861.64

IS CONTRACT TIME AFFECTED BY THIS CHANGE ORDER

YES

NO

Contract Time Prior to this Change Order.....	166
Modification to Contract time by this Change Order.....	0
revised Total Contract Time.....	166

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

AGREED TO AND ACCEPTED:

APPROVED:

CONTRACTOR _____ Date _____

PROJECT MANAGER _____ Date _____

APPROVED:

APPROVED:

ENGINEERING MANAGER _____ Date _____

PUBLIC WORKS DIRECTOR _____ Date _____

Vincent Malong

From: Kate Thompson <kthompson@andersonperry.com>
Sent: Thursday, February 19, 2026 10:28 AM
To: Vincent Malong
Cc: Andrey Avetisyan
Subject: RE: 60-Day Closure - Pasco 9911.011

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

Hi Vincent,

In reviewing these change orders here is the summary of the overages and underruns below.

Change Order 2 – There was a long lag between when the project was bid and when construction started due to the design of the Sylvester Street project. We needed to have their configuration so that the signals could be installed to meet the new configurations on Sylvester Street. Due to this lag time, there was a large increase in the cost for concrete. The change order created unit bid items to account for this increased cost. The increase was based in the cost provided by the concrete subs supplier for the concrete. In the change order we included the quantity that we had in the plans. Due to changes that had to be made during construction to meet ADA requirements, we had overruns in the concrete quantities. The overruns in this change order for concrete match those for the main bid items. There were also two ADA Ramp types that we ended up not using as they didn't fit correctly to meet ADA requirements. They were changed for other ramp types so those two items from CO 2 were underrun.

Change Order 3 – This change order set up to create a unit bid item for removal of curb and gutter and concrete sidewalk. The original bid had these items as lump sum and due to the many changes, that had to be made to the design to meet ADA requirements more sidewalk, curb and gutter had to be removed. These bid items made those changes easier to negotiate as construction progressed. The amount of quantity needed was estimated and less quantity ended up being needed.

If you need additional information, please let me know.



Kate Thompson, PE | *Project Engineer*

[509-529-9260](tel:509-529-9260) office | [509-520-9849](tel:509-520-9849) cell/text

ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



50 YEARS OF MAKING A DIFFERENCE

From: Vincent Malong <malongv@pasco-wa.gov>
Sent: Wednesday, February 18, 2026 2:52 PM
To: Kate Thompson <kthompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

**This email contains an attachment from outside of the organization.
Please exercise caution when opening this attachment.**

Hi Kate,

Any updates on my question regarding the change orders?

At this time, we have this project listed for project acceptance with council on March 23, 2026. This means I would need the documents ready by next Tuesday February 24, 2026, to get this into circulation for internal city review. If we miss this deadline I will need to push the project acceptance further. Please let me know if this needs to happen.

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Vincent Malong
Sent: Thursday, January 29, 2026 4:47 PM
To: 'Kate Thompson' <kthompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyan@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

Hi Kate,

I was able to download from your sharepoint. Thank you.

I noticed this when I was working on the resolution (100% green cells) as shown in the screen shot below, the amount we paid for CO 2 and CO 3 in pay app 13 is different from what we approved. Can you clarify?

	Approved Amount	Amount shown paid in Pay App 13	Difference
CO 2	\$178,436.19	\$179,709.99	\$1,273.80
CO 3	\$23,000.00	\$14,155.00	(\$8,845)

Change Orders		CO	CO	CO
Item No.	Description	Quantity	Units	Unit Price
1	Deduction of Bid Quantities being absorbed into other projects	1	LS	\$ (165,600.0
2.1	Add'l Work Signal Modifications Complete, W Sylvester St and N 4th Ave	1	LS	\$ 28,383.1
2.2	Add'l Work Signal Modifications Complete, W Sylvester St and N 4th Ave	1	LS	\$ 30,855.0
2.3	Add'l Work Signal Modifications Complete, W Sylvester St and N 10th Ave	1	LS	\$ 28,749.8
2.4	Add'l Work Signal Modifications Complete, W Sylvester St and 28th Ave	1	LS	\$ 3,418.3
2.5 A	Add'l Cost Cement Concrete Sidewalk (Bid Item 30)	540	SY	\$ 2.2
2.5 B	Add'l Cost Cement Conc Traffic Curb and Gutter (Bid Item 31)	1986	LF	\$ 2.2
2.5 C	Add'l Cost Cement Conc Pedestrian Curb (Bid Item 32)	2460	LF	\$ 2.2
2.5 D	Add'l Cost Cement Conc Curb Ramp Type A Parallel (Bid Item 33)	25	EA	\$ 220.0
2.5 E	Add'l Cost Cement Conc Curb Ramp Type B Parallel (Bid Item 34)	1	EA	\$ 220.0
2.5 F	Add'l Cost Cement Conc Curb Ramp Type A Perpendicular (Bid Item 35)	16	EA	\$ 220.0
2.5 G	Add'l Cost Cement Conc Curb Ramp Type B Perpendicular (Bid Item 36)	9	EA	\$ 220.0
2.5 H	Add'l Cost Cement Conc Curb Ramp Type Hybrid Perpendicular (Bid Item 37)	15	EA	\$ 220.0
2.5 I	Add'l Cost Cement Conc Curb Ramp Type A Single Direction (Bid Item 38)	4	EA	\$ 220.0
2.5 J	Add'l Cost Cement Conc Curb Ramp Type B Single Direction (Bid Item 39)	1	EA	\$ 220.0
2.5 K	Add'l Cost Cement Conc Curb Ramp Type Combination (Bid Item 40)	11	EA	\$ 220.0
2.5 L	Add'l Cost Extruded Curb	40	LF	\$ 2.2
2.6	Cost Increase for Pedestrian Push Buttons	1	LS	\$ 4,860.0
2.7	Sylvester Street Storm Drainage	1	LS	\$ 53,072.6
3.1	Removal of Curb and Gutter	200	LF	\$ 55.0
3.2	Removal of Sidewalk	300	SY	\$ 40.0
4.1	Court Street and Road 40 Signal Pole	1	LS	\$ 101,941.9

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Kate Thompson <kthompson@andersonperry.com>

Sent: Thursday, January 29, 2026 3:06 PM

To: Vincent Malong <malongv@pasco-wa.gov>

Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>

Subject: RE: 60-Day Closure - Pasco 9911.011

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

Hi Vincent,

I was able to get everything moved over to the folder below for you on Sharepoint. Please let me know if there is anything else you need.

 [Close Out Documents](#)

Kate Thompson, PE | Project Engineer

[509-529-9260](tel:509-529-9260) office | [509-520-9849](tel:509-520-9849) cell/text



ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



50 YEARS OF MAKING A DIFFERENCE

From: Vincent Malong <malongv@pasco-wa.gov>
Sent: Thursday, January 29, 2026 1:45 PM
To: Kate Thompson <kthompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

This email contains an attachment from outside of the organization.
 Please exercise caution when opening this attachment.

Hi Kate,

I can do the reconciliation change order myself. I would just request for you to provide me the files you have for this project. I'm looking through the city folders and I am missing several pay estimates and change orders.

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Kate Thompson <kthompson@andersonperry.com>
Sent: Thursday, January 29, 2026 11:16 AM
To: Vincent Malong <malongv@pasco-wa.gov>
Cc: Andrey Avetisyan <avetisyana@pasco-wa.gov>
Subject: RE: 60-Day Closure - Pasco 9911.011

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

Hi Vincent,

We have paid Apollo for all the work. I didn't realize that you wanted a reconciliation change order. I will get one drafted and a final pay application that incorporates that change order. There will not be any payment associated with the pay application. I will get this to you early next week.



Kate Thompson, PE | Project Engineer

509-529-9260 office | **509-520-9849** cell/text

ENGINEERING • SURVEYING • NATURAL RESOURCES • GIS



From: Vincent Malong <malongv@pasco-wa.gov>
Sent: Thursday, January 29, 2026 11:12 AM
To: Kate Thompson <ktompson@andersonperry.com>
Cc: Andrey Avetisyan <avetisyan@pasco-wa.gov>
Subject: FW: 60-Day Closure - Pasco 9911.011

**This email contains an attachment from outside of the organization.
 Please exercise caution when opening this attachment.**

Hi Kate,

Do you know if the final pay estimate with reconciliation change order was processed for the Citywide Phase 2 project?

Thanks,

Vincent Malong, EIT | Engineer II | (509) 544-4133 | 525 N. 3rd Avenue | Pasco, WA 99301 | malongv@pasco-wa.gov

Notice of Public Disclosure: This e-mail and any response may be public record under Washington State law and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Kent McCue <MCCUEK@pasco-wa.gov>
Sent: Thursday, January 29, 2026 10:04 AM
To: Vincent Malong <malongv@pasco-wa.gov>
Cc: Andrey Avetisyan <avetisyan@pasco-wa.gov>
Subject: FW: 60-Day Closure - Pasco 9911.011

Have we received everything we need from Anderson-Perry? Also, have we processed the final pay estimate along with the reconciliation change order?

Kent W. McCue, Operations Manager
 City of Pasco
 1025 South Gray Avenue
 Pasco, Washington 99301
 Cell: 509-521-0272
mccuek@pasco-wa.gov



This e-mail and any response to this e-mail may be a public record under RCW 42.56 and subject to inspection and copying by the public upon request. Accordingly, there can be no expectation of privacy.

From: Maria Serra <serram@pasco-wa.gov>
Sent: Thursday, January 29, 2026 9:55 AM
To: Andrey Avetisyan <avetisyan@pasco-wa.gov>; Kent McCue <MCCUEK@pasco-wa.gov>
Subject: FW: 60-Day Closure - Pasco 9911.011

I am so sorry to pass this along.



Maria Laura Serra, PE
Public Works Director
525 North Third Avenue
Pasco, WA 99301
(509) 544-4125
serram@pasco-wa.gov

This email and your response are considered a public record and will be subject to disclosure under Washington's Public Records Disclosure Act

From: Tax, Stephanie <stephanie.tax@wsdot.wa.gov>
Sent: Thursday, January 29, 2026 9:44 AM
To: Maria Serra <serram@pasco-wa.gov>
Cc: Walker, Seth <seth.walker@wsdot.wa.gov>
Subject: 60-Day Closure - Pasco 9911.011

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

Hello –

Attached is the electronic 60-day notice of closure for this project.

Thanks

Stephanie Tax
WSDOT - Local Programs
Manager, Program Management
360-480-1494 (cell)

AGENDA REPORT

FOR: City Council March 25, 2026
TO: Herald Stewart, City Manager City Council Regular Meeting: 4/6/26
FROM: Angela Pashon, Director
Parks & Recreation
SUBJECT: Resolution No. 4719 - Washington State Recreation & Conservation Office Grant Applications

I. ATTACHMENT(S):

Resolution
RCO Application Authorizing Resolution

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4719, approving submission of grant applications to the Washington State Recreation and Conservation Office for a variety of grant programs.

III. FISCAL IMPACT:

Dependent on project, if successful in full amount of grant awards:

Land Purchase - Shoreline Dr. Park:

- Up to \$500K
- Potential funding options: Economic Development & Park Development Fund - District 2

Levee Lowering:

- Minimum \$1.625M
- Potential funding options: To be decided

Erwin Property/Neighborhood Park:

- Up to \$770K
- Funding source: Park Development Fund - District 3

Walter's Field/Pasco National Little League Lighting:

- \$0
- Funding source: Pasco National Little League

IV. HISTORY AND FACTS BRIEF:

Background

Every even year the Washington State Recreation and Conservation Office (RCO) issue a call for applications for a variety of outdoor recreation grant programs which provide funding for outdoor recreation focused capital projects such as building trails, purchasing park land, building parks and creating sports field complexes. Grant request limits range in size from about \$50k up to \$1.5m, with a limited number of grants programs having no funding limit.

First submittal of grant applications is due either in April or in November, dependent on the grant program.

Typically, each grant program requires 50% matching funds; there are a couple of the grants which institute a grant reduction formula based on community need and under-served populations which have the potential to reduce match requirements to as low as 10%.

Over the last 10 years the City has received \$1,484,800 in grant funding for city projects from RCO grants.

Grant applications require Council action resolution. Staff are recommending the following projects for submission of this application cycle:

1. Land Purchase - Shoreline Dr. Park (apply for two grants)

- GRANT 1: Aquatic Lands Enhancement Account (ALEA) – Amount up to \$1,000,000 (50% Match required)
- GRANT 2: Washington Wildlife and Recreation Program – Water Access (WWRP-WA) – Amount up to \$1,000,000 (50% Match required)
- When applying for these grants, the City can apply for the two grants to act as matching funds for each other. If successful in obtaining both grants there would be no financial impact on City. This approach is likely to make applications less competitive. If successful on one grant but not the other, the City is responsible for 50% matching funds.

2. Sacajawea Heritage Trail - Levee Lowering (CIP Listed Project \$ = \$3.25Million)

- GRANT: Washington Wildlife and Recreation Program – Trails (WWRP-WA) – Amount = No Limit (50% Match Required)
- We have submitted this project through this grant at least two times but have not been successful.

3. Erwin Property – Neighborhood Park (CIP Listed Project \$ = \$1.27Million)

- GRANT: Washington Wildlife and Recreation Program – Local Parks (WWRP-LP) – Grant Amount up to \$500,000 on Development projects

(50% Match required)

- \$70,000 in matching funds has been committed from the Park Development Fund – Neighborhood Park District #3. Sufficient funds are available within the district to increase the amount committed by an additional \$700,000. This would allow the district to meet the required matching funds and, when combined with the \$500,000 in grant funding, achieve the total project budget of \$1.27 million.

4. Walter's Fields/Pasco National Little League Lighting

- GRANT: Youth Athletic Facilities (YAF) – Amount up to \$1,500,000. Location eligible for reduced matching funds (20% match required).
- Pasco National Little League (PNLL) maintains a long-term lease agreement with the City. PNLL provides for maintenance and capital improvements of the facility, these improvements would be inherited by the City upon expiration of the lease agreement. Although eligible to apply as a non-profit for RCO funding, RCO requires PNLL to have a 25-year lease commitment for the facility, the current lease agreement expires February 1, 2040, making them ineligible without lease modification in place by June of 2027.
- City staff are actively working on coordinating with PNLL to support their efforts.

Impact

Public Perception

At a time when the City is addressing a budget deficit, public perception regarding additional investment in capital projects may raise concerns about potential tax impacts. However, these grant opportunities allow the City to leverage state funding to complete projects that would otherwise rely on local funding sources. Many of the matching funds identified for these projects have been collected through park development impact fees or other designated funding sources rather than new taxes.

Community Benefit

If awarded, these grants would allow the City to advance several Capital Improvement Plan (CIP) projects that expand recreational opportunities, improve public safety, and enhance access to the Columbia River.

The projects support the City's long-term goals of improving neighborhood park access, enhancing regional trail connections, and maintaining recreational facilities that serve residents and visitors.

Improvements to park land, trails, and sports facilities contribute to community health, quality of life, and economic activity generated by recreation and tourism events.

Leveraging External Funds

RCO grants typically require a 50% local match, allowing the City to potentially double the impact of local funds by leveraging state resources.

Successfully securing grant funding would reduce the need for future City-only funding to advance these CIP projects.

Failure to pursue grant funding opportunities could result in delayed implementation of planned projects or require significantly greater local investment to complete them.

Project-Specific Impacts

Land Purchase – Shoreline Drive Park

- Securing riverfront property preserves limited shoreline access within city limits and supports future development of a riverfront park.
- Without grant funding, the City would need to rely on internal funds such as the General Fund or Park Development Funds, or acquisition may be delayed indefinitely due to the limited availability of riverfront property.

Sacajawea Heritage Trail – Levee Lowering

- Lowering the final elevated section of the levee would improve safety and accessibility while allowing replacement of the aging trail with a wider, modern trail segment.
- Completion of this project would improve connectivity along the regional Sacajawea Heritage Trail and enhance recreational access along the Columbia River corridor.

Erwin Property – Neighborhood Park

- Development of a neighborhood park at Sylvester Street and Road 54 would expand park access for nearby residential areas and support continued growth in west Pasco.
- The park would complement nearby Wade Park and improve connectivity between the Riverfront Trail and the roadside trail along Sylvester Street while supporting large community events such as Water Follies and River of Fire.

Walter's Field / Pasco National Little League Lighting

- Installation of field lighting would extend playable hours for youth athletics, increasing recreational opportunities and scheduling flexibility for Pasco National Little League and other community users.
- These improvements would also enhance the City-owned facility and provide long-term infrastructure.

Staff presented recommended projects at the March 23, 2026, Council workshop.

V. DISCUSSION:

Recommendation

Staff recommends Council approval of the recommended projects by Resolution allowing the City Manager to sign the RCO Application Authorizing Resolution and staff to submit grant applications to the RCO grant programs as listed.

Constraints

- The RCO Grant Applications are due April 30.
- The availability of riverfront property for purchase within city limits is limited.

Next Steps

1. Approve resolution at April 6th Regular meeting.
2. City Manager to sign the RCO Application Authorizing Resolution
3. City staff will complete and submit the Grant applications for each of the identified RCO Grant Programs
4. Should City be selected as a grant recipient, staff will come back to Council for approval to accept the grant and ask for budget authority if needed to move forward with the project(s).

Alternatives

1. Forgo application for any of the RCO state grants and continue looking for other means of funding to help these projects move forward.
2. Provide direction to staff on applying for specific projects of the recommended grant programs.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
APPROVING SUBMISSION OF GRANT APPLICATIONS TO THE
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
FOR A VARIETY OF THE GRANT PROGRAMS.**

WHEREAS, the City has desire and needs to update several park and athletic facilities to improve safety and better meet the athletic and recreational needs of its citizens; and

WHEREAS, the Washington State Legislature funds several outdoor recreation grant programs on a biennial basis through the Recreation and Conservation Office (RCO) for the improvement of park, athletic, and other outdoor recreation facilities throughout the state; and.

WHEREAS, the RCO has issued the 2026 call for applications for these grant programs;
and

WHEREAS, the City Council acknowledges that successful grant applications will be provided with a portion of the cost for each awarded project and local funds are necessary to complete the projects.

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

That the City Manager is authorized to execute the attached “Application Resolution/Authorization” form as contained herein as Exhibit A, authorizing staff to apply for each of the grants contained therein, and

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney



Applicant Resolution/Authorization

Organization Name (sponsor) City of Pasco

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) Erwin Park, Land Purchase Parks, Sac. Trail Levee Lowering

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Brent Kubalek, Recreation Services Manager
Project contact (day-to-day administering of the grant and communicating with the RCO)	Brent Kubalek, Recreation Services Manager
RCO Grant Agreement (Agreement)	Harold Stewart, City Manager
Agreement amendments	Harold Stewart, City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Harold Stewart, City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title City Manager Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: City of Pasco Council Chambers Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

Pasco City Council

Workshop

March 23, 2026



Pasco City Council

Washington State Recreation & Conservation Office Grant Applications

Date



Land Purchase – Shoreline Dr.

- TOTAL Estimated CIP Project Cost for Land Purchase & Development = \$4.05Million
- GRANT #1: Aquatic Lands Enhancement Account (ALEA) – Amount up to \$1,000,000 (50% Match required)
- GRANT #2: Washington Wildlife and Recreation Program – Water Access (WWRP-WA) – Amount up to \$1,000,000 (50% Match required)
- MATCHING FUNDS:
 - Applying for the two grants to act as matching funds to each other.
 - If successful in obtaining both grants then no financial impact on City
 - If successful on one grant but not the other, then City responsible for 50% matching funds.
 - Currently Have \$49K set aside from Park Development Fund in 2026.
 - Additional Funds available from Neighborhood Park District 2

Sacajawea Heritage Trail – Levee Lowering

- TOTAL Estimated CIP Project Cost = \$3.25Million
- GRANT: Washington Wildlife and Recreation Program – Trails (WWRP-WA) – Amount = No Limit on ask (50% Match Required)
- CITY MATCH: Undetermined/TBD. If successful City's financial commitment would be a minimum of \$1,625,000.



Road 54 Erwin Park

- TOTAL Estimated CIP Project Cost = \$1.27Million
- GRANT: Washington Wildlife & Recreation Program – Local Parks (WWRP-LP)
 - Grant Amount up to \$500,000 on Development projects (50% Match required)
- CITY MATCH: \$70K from Park Development Fund Currently committed – Additional \$700K available from Neighborhood Park District 3.



Walter's Field/Pasco National Little League

- Project Cost – coordinating with non-profit to determine
- GRANT: Washington Wildlife & Recreation Program – Local Parks (WWRP-LP)
 - Grant Amount up to \$500,000 on Development projects (50% Match required)
- CITY MATCH: \$0, Pasco National Little League to provide funds & in-kind match for requirement



Questions?

AGENDA REPORT

FOR: City Council March 16, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Brent Cook, Police Chief
Police Department

SUBJECT: Resolution No. 4720 – Acceptance of a Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Grant

I. ATTACHMENT(S):

Resolution
WASPC Traffic Safety Grant Award Letter

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4720, authorizing the acceptance of a Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Grant, and, authorizing the City Manager to execute all documents necessary to implement the grant.

III. FISCAL IMPACT:

The Pasco Police Department has been awarded \$7,500 through the WASPC Traffic Safety Grant program to purchase traffic enforcement equipment. The grant will fund the purchase of:

One (1) Lidar unit - \$3,000

Ten (10) printers - \$4,500

There is no required local match for the grant. Any costs exceeding the awarded amount would be the responsibility of the agency.

IV. HISTORY AND FACTS BRIEF:

Background:

This item was discussed at the March 23, 2026 Council Workshop.

The Washington Association of Sheriffs and Police Chiefs (WASPC), in

partnership with the Washington Traffic Safety Commission (WTSC), administers traffic safety grants to support local law enforcement agencies in traffic enforcement and roadway safety initiatives.

The Pasco Police Department applied for funding through this program and was awarded \$7,500 to purchase traffic enforcement equipment. The equipment will enhance officers' ability to enforce speed laws and efficiently process traffic citations in the field.

As part of the grant requirements, participating agencies must:

- Participate in High Visibility Enforcement (HVE) patrols focused on impaired driving or speeding.
- Support statewide traffic safety initiatives.
- Submit an annual report documenting enforcement activity and outcomes.
- Provide citation data to support the Washington Strategic Highway Safety Plan

Impact (other than fiscal):

Acceptance of the grant will improve the Pasco Police Department's ability to conduct traffic enforcement and support proactive efforts to reduce serious injury and fatality collisions. The additional equipment will assist officers in identifying speeding violations and improving documentation efficiency during traffic enforcement activities.

Participation in statewide traffic safety initiatives also strengthens regional partnerships focused on reducing impaired driving, speeding, and other dangerous driving behaviors.

V. DISCUSSION:

Recommendation:

Staff recommends that the City Council approve the resolution authorizing acceptance of the WASPC Traffic Safety Grant and authorize the City Manager to execute all required grant documents.

Constraints (Time or Other Considerations):

Invoices for equipment purchased under the grant must be submitted to WASPC no later than May 1, 2026, and the final grant report must be submitted by October 2, 2026. Failure to meet these deadlines may result in forfeiture of grant funding or denial of future grant awards.

Next Steps:

If approved by Council:

- The Pasco Police Department will proceed with the purchases of the approved equipment.
- Officers will participate in required High Visibility Enforcement patrols.
- The department will submit required reports and performance data to WASPC.

Alternatives:

- Do not approve acceptance of the grant, which would result in the department declining the \$7,500 award and forgoing the purchase of traffic enforcement equipment.
- Continue the item to a future meeting for further discussion.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE ACCEPTANCE OF A WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (WASPC) TRAFFIC SAFETY GRANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE GRANT.

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 Washington Association of Sheriffs and Police Chiefs (WASPC), in partnership with the Washington Traffic Safety Commission (WTSC), administers Traffic Safety Grant funding to support local law enforcement agencies in traffic safety initiatives; and

WHEREAS, the Pasco Police Department applied for and has been awarded a Traffic Safety Grant in the amount of Seven Thousand Five Hundred Dollars (\$7,500) for the purchase of traffic enforcement equipment ; and

WHEREAS, the grant will fund the purchase of one (1) Lidar unit and ten (10) printers to support traffic safety enforcement, and requires the Pasco Police Department to participate in High Visibility Enforcement (HVE) patrols, support statewide traffic safety initiatives, and submit an annual report documenting enforcement activities and outcomes; and

WHEREAS, the City Council of the City of Pasco has determined that accepting this grant and purchasing the associated equipment will enhance the City's ability to enforce traffic laws, improve roadway safety, and support statewide traffic safety goals.

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

That the City Council hereby accepts the Traffic Safety Grant award from the Washington Association of Sheriffs and Police Chiefs in the amount of \$7,500 for the purchase of traffic enforcement equipment.; a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

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:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney



Washington Association of
**SHERIFFS &
POLICE CHIEFS**

3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380 (Phone)
360-486-2381 (Fax)
www.waspc.org

February 12, 2026

Pasco Police Department
Chief Ken Roske
215 W Sylvester ST
Pasco, WA 99301

Chief Ken Roske:

Thank you for applying for a WASPC Traffic Safety Grant. We are pleased to inform you that your agency is approved to purchase the following items:

Equipment	Number of Units	Max Price Per		Total
	Awarded	Unit		
Lidar	1	\$	3,000.00	\$ 3,000.00
Printer	10	\$	450.00	\$ 4,500.00
Total Awarded				\$ 7,500.00

Award details and conditions:

- Federal Identification number for this grant is **CFDA# 20.600**.
- HVE participation in at least one WTSC funded impaired driving or speed HVE patrol during federal fiscal year 2025-2026 is a grant requirement. **Agencies that do not meet this grant condition will be required to refund the grant award.** Please contact your Target Zero Manager or Jerry Noviello at jnoviello@wtsc.wa.gov for more information.
- Agencies will support statewide/national traffic safety initiatives, projects, and programs.
- Agencies will subscribe and commit to aggressive traffic enforcement.
- An annual report is required for the Traffic Safety Grant funds awarded to your department. The 2025-2026 Traffic Safety Grant reports are due by October 2, 2026. **Failure to report will result in denial of 2026 – 2027 grant funds.** Agencies must report grant results to WASPC in a timely manner.
- Invoices are due to WASPC **no later than May 1, 2026**. Any invoices not received by the deadline may not be reimbursed and the award money will be forfeited. **Please note:** WASPC

Serving the Law Enforcement Community and the Citizens of Washington

is responsible for the amount of your grant award only. Any expense in excess of the grant award is agency responsibility.

- **Vendor invoices in excess of \$5,000.00 total purchase for a single piece of equipment requires preapproval.** Please contact WASPC prior to making any purchases in excess of \$5,000.00 regardless of local contributions.
- Grantees must collect and provide data to support the objectives identified in the Washington Strategic Highway Safety Plan. Prior to receiving a grant reimbursement, agencies must provide the following:

For the period Oct. 2024 - Sep. 2025

- Total citations issued
- Speed citations issued
- DUI citations issued

This data will also be collected on the end-of-year report for the period Oct. 2025 - Sep. 2026

To submit A-19 reimbursement forms and online report forms, or to get copies, please go to www.waspc.org/traffic-safety.

Thank you for your dedication to traffic safety in the State of Washington. If you have any questions, please contact Anastasia Raybon at **araybon@waspc.org**. If you would like more information regarding state or federal traffic safety grant funding, please contact the Washington Traffic Safety Commission at (360) 725-9896.

Sincerely,

Sheriff Drew Hyer, Garfield County
Traffic Safety Committee Co-Chair

Chief Shawn Boyle, Yakima Police Department
Traffic Safety Committee Co-Chair



Steve Strachan
Executive Director

AGENDA REPORT

FOR: City Council March 9, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Brent Cook, Police Chief
Police Department

SUBJECT: Resolution No. 4721 - Interlocal Agreement with and Southeast Regional Internet Crimes Against Children

I. ATTACHMENT(S):

Resolution
Interlocal Agreement between the City of Pasco and Southeast Regional Internet Crimes Against Children

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4721, authorizing the City Manager to Execute an amended and restated Southeast Regional internet Crimes Against Children Task Force (SERICAC) Interlocal Cooperative Agreement.

III. FISCAL IMPACT:

The agreement includes an annual contribution of \$5,000 to support training and specialized equipment for investigators. This cost is already included in the Police Department's budget and does not require additional funding.

IV. HISTORY AND FACTS BRIEF:

Background:

Southeast Regional Internet Crimes Against Children (SERICAC) Task Force is a partnership between local and federal law enforcement agencies that focuses on investigating internet-based crimes involving the exploitation of children. Participating agencies include the Cities of Pasco, Richland, and Kennewick; Benton County; and federal partners from Homeland Security Investigations.

The amended agreement updates and replaces a prior agreement and clearly outlines how the task force operates, how agencies participate, and how

responsibilities and costs are shared.

Impact (other than fiscal):

Approval of this agreement allows Pasco to continue working with regional and federal partners to investigate serious crimes, protect children, and improve public safety. This collaboration strengthens the City's ability to respond effectively to complex online investigations.

V. DISCUSSION:

Recommendation:

Staff recommends approval of the updated interlocal agreement to maintain Pasco's participation in the regional task force. After Council approved the agreement last month, HSI-Seattle requested revisions to clarify liability, public records procedures, federal participation, and equipment ownership. These changes do not affect Pasco's role or obligations, and the item is returning to Council for approval of the revised language.

Constraints (time or other considerations):

All participating agencies must approve the agreement to ensure continued task force operations without interruption.

Next Steps:

- The City Manager will execute the agreement following Council approval.
- The agreement will be filed and posted in accordance with state law.
- The Police Department will continue participation under the updated terms.

Alternatively, Council may:

- Decline approval, which would end Pasco's participation in the task force.
- Delay action for additional review.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED AND RESTATED SOUTHEAST REGIONAL INTERNET CRIMES AGAINST CHILDREN TASK FORCE (SERICAC) INTERLOCAL COOPERATIVE AGREEMENT.

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 Cities of Pasco, Richland, and Kennewick, Benton County, and federal law enforcement partners have historically participated in the Southeast Regional Internet Crimes Against Children (SERICAC) Task Force to investigate, prosecute, and deter internet-based crimes against children; and

WHEREAS, the SERICAC Task Force operates as part of the National Internet Crimes Against Children (ICAC) Task Force Program, which promotes a coordinated, multi-jurisdictional approach to complex cybercrime investigations involving the exploitation of children; and

WHEREAS, the Amended and Restated SERICAC Interlocal Agreement updates governance, participation, operational responsibilities, and funding provisions to reflect current practices and ensure continued regional collaboration; and

WHEREAS, the City Council of the City of Pasco, Washington, has after due consideration, determined that continued participation in the SERICAC Task Force serves the public interest by enhancing investigative capacity, regional coordination, and the protection of children within the community.

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

The City Council approves the terms and conditions of the Amended and Restated Southeast Regional Internet Crimes Against Children Task Force (SERICAC) Interlocal Cooperative Agreement between the Cities of Richland, Kennewick, and Pasco, Benton County, and Homeland Security Investigations Seattle; 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:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Upon Recording, Return to:

Richland City Attorney
625 Swift Blvd. MS-07
Richland, WA 99352

**AMENDED AND RESTATED SOUTHEAST REGIONAL
INTERNET CRIMES AGAINST CHILDREN TASK FORCE (SERICAC)
INTERLOCAL AGREEMENT**

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter “Agreement”) is made and entered into by and between the Cities of RICHLAND, KENNEWICK and PASCO, the County of BENTON, and the Department of HOMELAND SECURITY (DHS), Immigration and Customs Enforcement, Homeland Security Investigations Seattle (“HSI-Seattle”) (collectively, the “Parties”), and shall be effective on the date on which it was executed after adoption by the legislative authority of the last executing Party.

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) 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 best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, HSI-Seattle is authorized to enter into this Agreement pursuant to the Homeland Security Act of 2002, Pub. L. No. 107-296, codified at Title 6 U.S.C. § 112(b)(2) and the Protect our Children Act of 2008, 34 U.S.C. § 21111. HSI-Seattle is a federal law enforcement agency with authorities, including but not limited to, the provisions of 19 U.S.C. § 1589a, 8 U.S.C. § 1357, 21 U.S.C. § 873, 8 U.S.C. § 1103(c), 18 U.S.C. § 981(e), and 19 U.S.C. § 161a; and

WHEREAS, The Washington Mutual Aid Peace Officer Powers Act of 1995, codified as RCW 10.93, is liberally construed to promote mutual aid and cooperative enforcement of the laws among general authority local, state, and federal agencies; and

WHEREAS, the Department of Justice (DOJ) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units; and

WHEREAS, the ICAC Task Force Program assists federal, state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases, to include investigative and forensic components, training and technical assistance, victim services and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating

and prosecuting ICAC cases; and

WHEREAS, the ICAC Task Force Program's goals are to increase the investigation and prosecution of ICAC offenses, and to increase public awareness and prevention of ICAC offenses; and

WHEREAS, the national policy objectives for the ICAC Task Force Program are: (1) increase the investigative capabilities, including the effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders; (2) increase the number of ICAC-qualifying (state and federal) offenses being prosecuted; (3) create a multi-agency task force response to ICAC offenses; (4) enhance the nationwide response to ICAC offenses; and (5) develop and deliver ICAC public awareness and prevention programs; and

WHEREAS, the primary purpose of the ICAC Task Force Program is to investigate, prosecute, and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims; and

WHEREAS, creation of a regional ICAC Task Force comprised of local jurisdictions pooling resources and knowledge to investigate, prosecute and deter the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims serves the public's best interest.

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

1. **PURPOSE.** The purpose of this Agreement is to establish a regional Internet Crimes Against Children (ICAC) Task Force consisting of law enforcement officers from the participating agencies who shall be responsible for investigating, prosecuting, and deterring the possession, production, and distribution of child pornography and the utilization of the Internet to seek children as sexual victims.
2. **FORMATION.** Upon the effective date of this Agreement as specified herein, there shall be established the Southeast Regional Internet Crimes Against Children (SERICAC) Task Force consisting of law enforcement officers from the participating agencies. HSI-Seattle shall supply office space for the SERICAC Task Force. Participating law enforcement officers will, within the limitations of their resources, conduct both reactive and proactive investigations, including the following activities:
 - a. Actively engaging in undercover chats, Peer-to-Peer investigations, and monitoring other technology which could be used for the sexual exploitation of children.
 - b. Responding in a timely manner to referrals from local law enforcement agencies and CyberTips as workload and resources permit. In order to maintain a strong team

capable of deploying a proactive approach, referrals shall be distributed among participating jurisdictions in a balanced and equitable ratio.

- c. Participating in community outreach and media presentations stressing the importance of Internet safety protocols and the prevention of victimization of youth.

3. **FULL-TIME/PART-TIME PARTICIPATION.** Member agencies of SERICAC will participate on either a full-time or a part-time basis.

- a. **Full-Time Participating Agencies.** Full-time participating agencies will designate an investigator whose primary duties will be as an ICAC Detective/Agent assigned to the SERICAC Task Force. The SERICAC Task Force will attempt to work proactive and Cybertip cases primarily in the jurisdictions of the full-time participating agencies, understanding that these cases often cross jurisdictional boundaries.
- b. Part-time participating agencies will provide resources on a part-time or “as time permits” basis. In return, the SERICAC Task Force will assist with resources and expertise, to the extent reasonably possible, when the part-time participating agency requests assistance with a case.

4. **TERM OF AGREEMENT.** This Agreement shall be of unlimited duration, subject to the termination provisions contained herein. This Agreement shall become effective only upon execution by all Parties and filing with each County Auditor and/or posting an electronic copy of the Agreement on each Parties’ respective websites in compliance with RCW 39.34.040. The effective date of this Agreement shall be the date the last-signing Party executes the Agreement.

5. **WITHDRAWAL AND TERMINATION.** A party may withdraw from participation in the SERICAC Task Force by providing written notice of intent to withdraw to the chief law enforcement officer for each participating jurisdiction. Notice of withdrawal shall become effective ninety (90) days after service of the notice.

- a. **Effect of Withdrawal.** A party that withdraws from the SERICAC Task Force prior to the termination of this SERICAC Task Force Interlocal Agreement shall forfeit all equipment and monies received as the result of lawful seizure by the SERICAC Task Force, or purchased with grant funds provided to the SERICAC Task Force. Equipment provided exclusively by the participating jurisdiction for use by its representative officer shall remain the property of the agency and shall be returned. Upon return, no depreciation value shall be recognized in aging equipment.
- b. **Termination.** This Agreement shall be terminated by mutual agreement of the local participating jurisdictions (excluding HSI-Seattle), or at the discretion of the sole remaining local jurisdiction in the event all other local participants withdraw from the

SERICAC. Termination shall be effective on the 30th day following the date approval is given by the last-approving legislative body.

- c. Effect of Termination. Upon termination of the SERICAC as provided in Section 5.b. of this Agreement, each participating jurisdiction shall retain ownership of the equipment and monies it received that were lawfully seized by the SERICAC. Equipment provided exclusively by the participating jurisdiction for use by its representative officer shall remain the property of the agency and shall be returned. Upon return, no depreciation value shall be recognized in aging equipment. Any remaining assets owned by the SERICAC shall be divided equally among the participating jurisdictions upon termination of this Agreement unless a different allocation is mutually agreed to by all Parties.

6. TASK FORCE COMPOSITION; SELECTION. Each party commits to providing the following personnel and assigned equipment to the SERICAC Task Force:

FULL-TIME PARTICIPATING AGENCIES

- City of Richland 1 commander in the rank of Lieutenant or above
1 Sergeant; 1 Investigator
- City of Kennewick 1 Investigator
- Benton County 1 Investigator

PART-TIME PARTICIPATING AGENCIES

- HSI-Seattle 2 Special Agents – *Note: Other aspects of the HSI mission may take precedence and may render the Special Agent temporarily or permanently unavailable.*
- City of Pasco 1 Investigator

- a. Selection and Removal. Selection of officers to serve on SERICAC shall be per each respective appointing agency's policy or collective bargaining agreement regarding selection for service on a specialty team. Every investigator assigned to SERICAC will serve a six (6) month probationary period, during which time the SERICAC Task Force Supervisor will monitor the investigator's suitability for the assignment. Removal from the SERICAC Task Force by the SERICAC Task Force Supervisor may occur at any time, without just cause and without recourse, during an investigator's six (6) month probation. After an investigator's probationary period has concluded, removal from the SERICAC Task Force shall occur in compliance with the respective appointing agency's policy or collective bargaining agreement related to removal from a specialty team.

- b. Voluntary Withdrawal. Due to the nature of the cases investigated by the SERICAC Task Force, one or more investigators may reach a point where, for mental or physical health reasons, they are no longer a suitable fit to serve on the Task Force. Should an investigator request voluntary withdrawal from the SERICAC Task Force for this reason, his/her request shall be granted, and the investigator will not be expected to continue to participate for any previously-identified minimum assignment period.
 - c. As soon as practical, Detectives assigned to the SERICAC Task Force will be designated as Task Force Officers through the Department of Homeland Security, HSI-Seattle based on their home agency's MOU with HSI-Seattle and the detectives' completion of the training protocol for becoming a cross-designated HSI Task Force Officer.
 - d. Computer Forensics/Cell phone Extraction. Due to the nature of the investigations, most cases will require computer forensic examinations and/or cell phone extractions. On an "as-needed" basis, each participating jurisdiction will provide computer forensic and cell phone extraction assistance with cases originating in their jurisdiction.
 - e. SERICAC Administrator. The City of Richland shall serve in the capacity of administrative jurisdiction under this Agreement, and shall supply a supervisory person of the grade of lieutenant or captain to provide administrative oversight. Selection and retention of the SERICAC administrator shall be at the discretion of the Richland Police Chief.
 - f. Evidence Retention. Any evidence recovered by the SERICAC Task Force will be processed and stored depending on the case's jurisdiction. For cases prosecuted by the U.S. Attorney's Office, the evidence will be processed and retained by HSI-Seattle. When cases will be prosecuted at the state level, the evidence will be processed and retained by the Richland Police Department.
7. **GOVERNANCE**. The SERICAC Task Force shall be an affiliate of the Washington State Internet Crimes Against Children Task Force. The regional unit will abide by the following ICAC Investigation Standards:
- a. Only sworn law enforcement personnel may conduct ICAC investigations.
 - b. Each investigator involved with ICAC operations must receive ICAC training prior to initiating proactive investigations.
 - c. All ICAC investigations shall be governed by and conducted in strict compliance with the ICAC Task Force Program's Operational and Investigative Standards to the extent that they do not contravene HSI operational and investigative policy.

- d. Where an investigation reveals that the safety of a child is at risk, the safety and well-being of the child will clearly outweigh any consideration being given to the continued investigation.

8. **ICAC CASE PROSECUTION.** Cases investigated by the SERICAC Task Force may be prosecuted in federal or state court. SERICAC and participating agencies will consult with the U.S. Attorney's Office and the appropriate county Prosecutor's Office to make referral decisions that, to the greatest possible extent: (1) reflect the seriousness of the offense; (2) promote respect for the law; (3) provide just punishment for the offense; (4) afford adequate deterrence to criminal conduct; (5) protect the public from further crimes of the defendant; and, (6) provide the defendant with the needed educational or vocational training, medical care, or other correctional treatment in the most effective manner. Prosecutors will consult with law enforcement throughout the case about charging decisions and sentencing recommendations, with prosecutors having the final authority to make such decisions. Research regarding the typical "hands-on" offense histories of those convicted as on-line offenders and child pornography offenders show that incarceration is the normal expected outcome in ICAC cases.

9. **ALLOCATION OF LIABILITY; INDEMNIFICATION.** Each party shall be responsible for the wrongful or negligent actions of its employees while assigned to the SERICAC Task Force as their respective liability shall appear under State and Federal law, and this Agreement is not intended to diminish or expand such liability.

- a. **Federal Entities.** HSI-Seattle, as part of the United States government, is bound by federal laws including the FTCA and the Anti-Deficiency Act, 31 U.S.C. § 1341. HSI-Seattle is effectively "self-insured" under the FTCA, which provides the United States may be sued for damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of HSI-Seattle's employees while those employees are acting within the scope of their offices. The United States is liable to the same extent an individual would be in like circumstances. The FTCA substitutes the United States as the defendant in such a suit and the United States—not the individual employee—bears any resulting liability.
- b. **State/Local Entities.** Pasco, Kennewick, Richland and Benton County promise to hold harmless and release each other from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:
 - i. Waive any defense arising out of RCW Title 51.
 - ii. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction

give rise to loss, claim or liability, including, but not limited to, an assertion that the officer(s) was acting beyond the scope of his or her employment.

- iii. Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her agency employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

Benton County Sheriff
7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
(509) 786-5615

Kennewick Chief of Police
211 W. 6th Avenue
Kennewick, WA 99336
509-585-4208

Richland Chief of Police
625 Swift Blvd. MS-17
Richland, WA 99352
(509) 942-7340

HSI-Seattle
Resident Agent in Charge Yakima
402 East Yakima Ave, Suite 1000
Yakima, WA 98901
509-469-0898

Pasco Chief of Police
215 W. Sylvester Street
Pasco, WA 99301
509-544-3421

11. **PUBLIC RECORDS.** The intent of the Parties is for all records related to SERICAC investigations to be generated and maintained in the HSI database or on HSI devices. To comply with SERICAC's obligation to respond to public records requests, and to minimize legal risk to each participating jurisdiction, the Parties agree that all requests for SERICAC Task Force records maintained in the HSI database or generated on HSI devices shall be processed by HSI-Seattle. To the extent that legal review is needed to respond to a request, the ICE Office of the Principal Legal Advisor and/or the U.S. Attorney's Office shall provide the review. In fulfilling the request, the Parties acknowledge that HSI-Seattle has the ultimate authority to release or withhold records pursuant to the Freedom of Information Act. In the event any Party to this Agreement other than HSI-Seattle holds records related to a SERICAC investigation that are subject to disclosure under the Washington Public Records Act, said Party agrees to give timely notice to HSI-Seattle prior to disclosure, and to coordinate the records response; provided, however, that such coordination shall not abrogate the Party's authority to determine the applicability of any statutory exemption available under state or federal law.

12. **STATISTICS REPORTING.** Prior to December 31 of each calendar year, Richland, as the administrative jurisdiction, shall provide to each participating city and county crime statistics for cases investigated and/or prosecuted in their jurisdiction under Washington state law by the SERICAC Task Force.
13. **ACQUISITION AND USE OF EQUIPMENT.** All equipment purchased for the SERICAC Task Force using OJJDP grant funds or Washington State ICAC funds are the property of the Washington State ICAC Task Force, and shall be considered “on loan” from such entity. Upon termination of this Agreement, The Washington State ICAC Task Force Commander shall be responsible for either reallocating the equipment to any jurisdiction still investigating ICAC cases, or reclaiming possession of the equipment.
14. **SEIZURES; FORFEITURES.** All seizures effectuated by the SERICAC Task Force under RCW 10.105.010(2) or RCW 9.68A shall be forwarded to the contracted prosecutor for the City of Richland for review and prosecution. Richland’s contracted prosecutor shall retain prosecutorial discretion in reviewing, pursuing, negotiating and/or dismissing any forfeiture case presented for prosecution. Richland’s contracted prosecutor will coordinate with participating agencies as necessary. Seizures under federal law will be prosecuted by the U.S. Attorney’s Office. All forfeitures and proceeds from forfeitures that result from SERICAC Task Force seizures shall be allocated to the SERICAC Task Force for ongoing operational needs.
15. **FUNDING.** The full-time participating agencies commit to the following funding obligations in support of training and equipment for the SERICAC Task Force:
- a. **Training.** Each participating agency contributing an investigator shall, at its sole cost and expense, send its investigator to one (1) national ICAC conference per year. This training is in addition to the training necessary for the investigator to become qualified to investigate ICAC cases (i.e., Basic Computer Investigations, Undercover Chat, P2P, etc.). This training shall also be provided at the participating agency’s sole cost and expense, contingent upon availability of funding.
 - b. **Equipment.** Each participating agency contributing an investigator shall, at its sole cost and expense, provide the investigator with an unmarked vehicle and basic computer equipment.
 - c. **Financial Contribution.** Each full-time participating agency contributing an investigator, other than HSI-Seattle, shall contribute \$5,000 annually to the SERICAC budget to secure the purchase of UC computers, data storage devices, network equipment, software licensing, equipment for field searches, router identification, and other similar technology tools. This annual financial contribution is due on or before December 31 of each year. HSI-Seattle agrees to provide office space to include a designated forensic lab room and overtime reimbursement for federal cases worked by

members of the task force pursuant to the terms of the separate State and Local Overtime (SLOT) Agreement.

16. **NO LEGAL ENTITY**. No separate legal entity is created upon execution of this Interlocal Cooperation Agreement.
17. **AMENDMENT**. This Agreement may be amended from time-to-time as deemed appropriate by the Parties, provided that such amendment shall become effective only after it has been adopted in writing by authorized representatives of each of the Parties after legislative approval.
18. **SEVERABILITY**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.
19. **GOVERNING LAW; VENUE**. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington. Any action relating to the interpretation, enforcement or any dispute arising from this Agreement involving HSI-Seattle shall be heard in U.S. Federal District Court and shall be determined in accordance with the laws and regulations of the United States.
20. **INTEGRATION**. This Agreement and the application contain all the terms and conditions agreed upon by the Parties, except necessary operational agreements between the law enforcement agencies of the respective jurisdictions pursuant to Chapter 10.93 RCW. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. This Agreement shall expressly supersede all prior Agreements among the jurisdictions regarding the SERICAC Task Force creation, operation, and administration.
21. **WAIVER**. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

[Signature Page to Follow]

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

City of Richland

By: _____
Jon Amundson, ICMA-CM Date
City Manager

Attest: _____
Jennifer Rogers
City Clerk

Approved As to Form:

Heather Kintzley
City Attorney

County of Benton

By: Michael Alvarez Date
Benton County Commissioner

By: Eric Eisinger Date
Benton County Prosecuting Attorney

By: Jerome Delvin Date
Chair, Benton County Commissioner

By: Michael Clark Date
Benton County Sheriff

By: William McKay Date
Benton County Commissioner

Attest:

Clerk of the Board

Approved as to Form:

By: Jeffrey Aultman
Chief Deputy Prosecuting Attorney, Civil

City of Pasco

By: _____ Date _____
Harold L. Stewart II
City Manager

Attest: _____
Krystle Shanks
City Clerk

Approved As to Form:

Daniel Kenny
Pasco City Attorney

City of Kennewick

By: _____
Erin Erdman Date
City Manager

Attest: _____
Krystal Johnston
City Clerk

Approved As to Form:

Laurencio Sanguino
City Attorney

HSI-Seattle

By: _____
April L. Miller, Acting Date
(Acting) Special Agent in Charge Seattle

Attest: _____

Approved As to Form:

Elissa Bookbinder
Seattle Office of the Chief Counsel/OPLA
Legal Counsel for HSI-Seattle

AGENDA REPORT

FOR: City Council March 16, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26
FROM: Maria Serra, Director
Public Works
SUBJECT: Public Hearing - NFC Northwest, LLC Franchise Agreement (5 minute staff presentation)

I. ATTACHMENT(S):

Presentation
Ordinance

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

CONDUCT PUBLIC HEARING

III. FISCAL IMPACT:

NFC Northwest, LLC has paid the fee required by PMC 15.80.020 and 3.35.115.

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 Ziplly 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 Ziplly Fiber network and the resident or businesses served. Because Ziplly 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

Following the public hearing, staff recommends approval of the fiber optic cable franchise agreement with NFC Northwest, LLC for a ten-year term.

Constraints

NFC Northwest, LLCs application was considered complete as of **March 17, 2026**. PMC 15.40.100 states that franchise applications shall be acted upon by the City within 90 days. This schedule is within those guidelines.

Next Steps

- Before considering franchise renewal, Council must hold a public hearing. At the March 16, 2026, Meeting, Council approved Resolution No. 3715 setting the public hearing for April 6, 2026.
- Based on Council's actions tonight, staff is prepared to bring the franchise agreement Ordinance to the April 20, 2026, Meeting for Council's adoption.

Alternatives

- Continue the Public Hearing to a future date for further consideration.
- Deny the franchise based on criteria that serve community interest.

Pasco City Council

Regular Meeting

April 6, 2026



Pasco City Council

NFC Northwest, LLC Franchise Agreement

April 6, 2026



Federal Regulation

- Telecommunications Act of 1996 ensures that local jurisdictions provide for franchises that cover telecommunications services.

State Regulation

- State law allows localities to regulate the placement of telecommunications facilities in the ROW without prohibiting them entirely.

Pasco Regulations

- Provide for a franchise agreement covering the use of the right-of-way for telecommunications purposes.

NFC Northwest, LLC

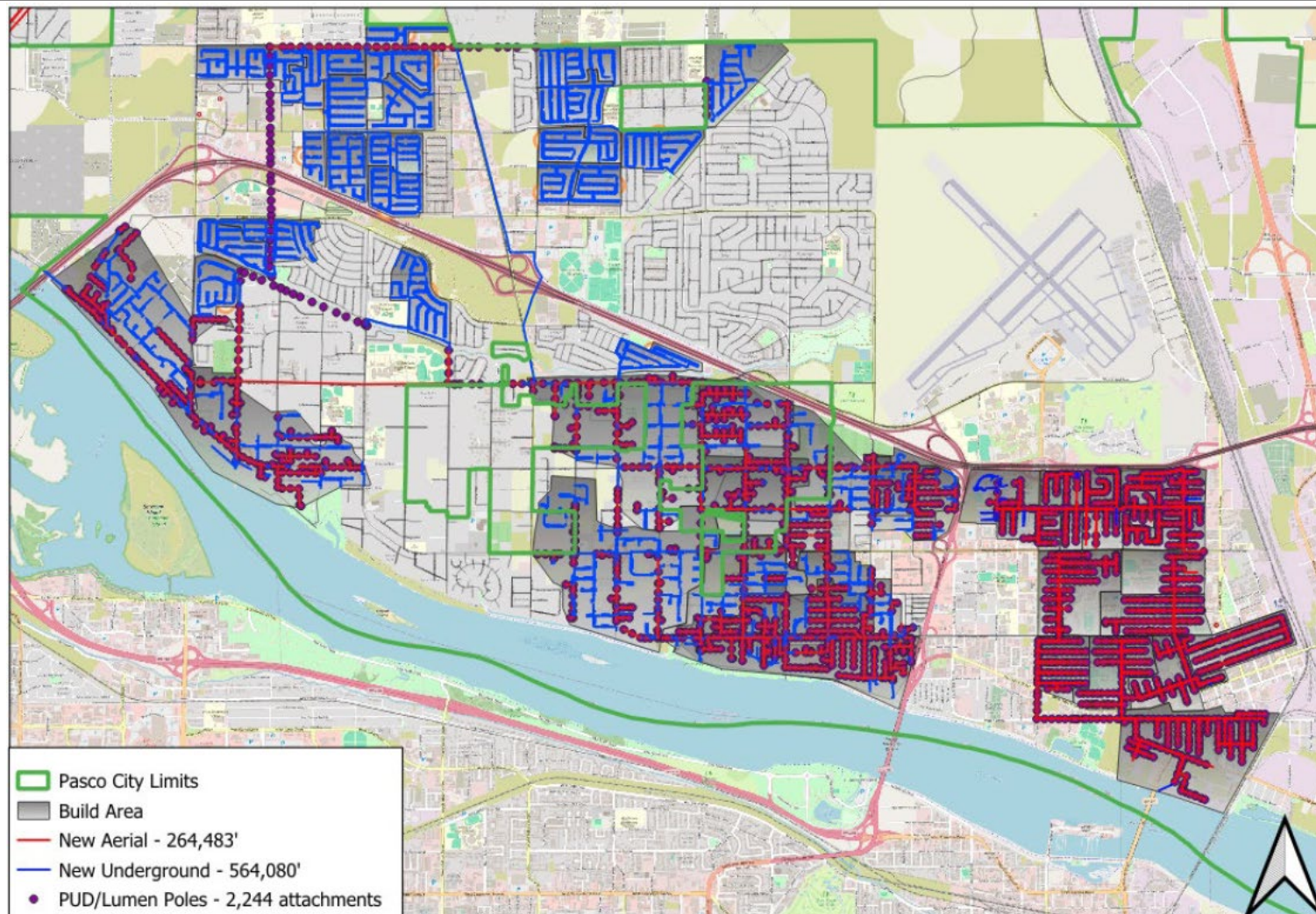
Network FiberCo (NFC) was formed last year through a strategic partnership with Ziplly Fiber. NFC Northwest, LLC will own a portion of the network between the Ziplly Fiber network and the resident or businesses served.

NFC Northwest holds franchises in Clarkston, Sumner, and Vancouver.

NFC Northwest has secured a pole attachment agreement with Franklin PUD.



NFC Northwest, LLC





Questions?



Public Hearing

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON,
APPROVING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT,
INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC
CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF PASCO**

WHEREAS, RCW 35A.11.010 grants the City authority to regulate the use of the public rights-of-way, subject to applicable state and federal law; and

WHEREAS, the Pasco City Council passed Pasco City Ordinance 1823 on August 3, 1976, adopting the classification of non-chartered code city for the City of Pasco; and

WHEREAS, Article 11, section 11, of the Washington State Constitution provides that the City of Pasco may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws; and

WHEREAS, the Pasco City Council, by section 35A.11.020 of the Revised Code of Washington, through section 35A.13.230 of the Revised Code of Washington, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto; and

WHEREAS, the Pasco City Council enacted chapter 15.40 of the Pasco Municipal Code by Ordinance 3287 on March 3, 1998, regulating the use of public ways and public property for placement of telecommunication facilities in public ways, and, providing in part that facilities must be located underground unless otherwise provided in a franchise or lease granted by the City; and

WHEREAS, the Pasco City Council passed Ordinance 4414 on January 7, 2019 adopting amendments to its local telecommunications regulations in chapters 15.40, 15.60, 15.10.050 of the Pasco Municipal Code; and

WHEREAS, Section 35A.47.040 of the Revised Code of Washington authorizes the City to grant, permit, and regulate non-exclusive franchises for the use of public ways;

WHEREAS, the Pasco City Council passed City Ordinance 4537 on June 7, 2021, adopting an updated comprehensive plan for the City of Pasco, including without limitation, policies requiring underground installation of new utility services, conversion of existing overhead systems to underground systems, coordination of utility projects, and minimization of negative impacts upon the character of the community, and policies recognizing, preserving and protecting Pasco's urban forest; and

WHEREAS, Franchisee has applied to the City of Pasco, Washington for non-exclusive franchise to enter, occupy, and use public ways to construct, install, operate,

maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of Pasco; and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC 151, et seq., relating to telecommunications providers recognizes and provides state and local government certain authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, Washington's Telecommunications Services Act, 2000 Wash. Laws, Chapter 83, as amended, RCW Ch. 35.99, relating to telecommunications providers recognizes and provides Washington cities authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing telecommunication facilities in public rights-of-way; and

WHEREAS, a franchise is a legislatively approved master permit granting general permission to a service provider to enter, use, and occupy the public ways for the purpose of locating facilities subject to requirements that a Franchisee must also obtain separate use permits from the City for use of each and every specific location in the public ways in which the Franchisee intends to construct, install, operate, maintain, repair or remove identified facilities; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, the grant of a non-exclusive franchise under RCW 35A.47.040 shall not be adopted or passed by the City's legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting, nor without first being submitted to the City attorney, an affirmative vote of at least a majority of the entire City Council and publication at least once in newspaper of general circulation before becoming effective; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

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

Section 1: Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Pasco Municipal Code unless inconsistent herewith.

"Cable Service" has the meaning set forth in, 47 U.S.C. § 522(6).

"City" has the meaning set forth in PMC 15.10.020

"City Property" has the meaning set forth in PMC 15.10.020

"Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

"Days" means calendar days when the reference is to more than 10 Days, and business days when the reference is to 10 days or less.

"Effective Date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

"Emergency" has the meaning set forth in PMC 15.10.020.

"Existing" means in actual physical being upon the effective date of this Franchise, or a repair or replacement of such physical being.

"Facilities" means all of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver telecommunications services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

"Fiber Optics" has the meaning set forth in PMC 15.10.020.

"Franchisee" means NFC Northwest, LLC and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Maintenance" or "Maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Franchisee Facilities or any part thereof as required and necessary for safe operation.

"Municipal Arborist" means the City's director of parks and recreation, or such other person appointed by the Pasco City Manager to carry out the provisions of the Pasco Municipal Code.

"Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

"Overhead Facilities" has the meaning set forth in PMC 15.10.020

"PMC" means the Pasco Municipal Code.

"Person" has the meaning set forth in PMC 15.10.020

"Personal Wireless Services" means commercial mobile radio services as defined by federal laws and regulations.

"Public Street" has the meaning set forth in PMC 15.10.020

"Public Way" has the meaning set forth in PMC 15.10.020.

"Relocation" means permanent movement of Franchisee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Franchisee would accomplish and charge to third parties without regard to municipal request. "Relocation" also means to protect, support, temporarily disconnect, relocate, or remove facilities.

"Right-of-Way" has the meaning set forth in PMC 15.10.020.

"Standards" means the Design and Construction Standards and Specifications for Public Works Improvements, latest edition at the time of submission of each right-of-way permit associated with this Franchise Agreement.

"Street Tree" means any tree located in, or that portion over-hanging, any public way and any tree planted on private property near a public way at the direction of the City.

"Telecommunications Service" has the meaning set forth in 47 U.S.C. Section 153(53).

"State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

"Underground Facilities" has the meaning set forth in PMC 15.10.020

"Utility Poles" has the meaning set forth in PMC 15.10.020.

Section 2: Franchise.

A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive Franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline facilities necessary to provide telecommunications services, on property located within the corporate boundaries of the City of Pasco, as specified in **Exhibit A**, attached hereto and incorporated by reference (the "Franchise Area"), provided that the Franchise Area shall

be expanded to include territory annexed into the City of Pasco during the term hereof, and as approved under City permits issued pursuant to this Franchise (hereinafter "Franchise"). Except as expressly provided otherwise in this Franchise, Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense.

B. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

C. The Franchisee shall reimburse the City for all costs of one publication of this Franchise in a local newspaper and required legal notices regarding this Franchise, contemporaneous with its acceptance of this Franchise.

D. As set forth PMC 15.30.010, Franchisee must first obtain a right-of-way use permit in the event it desires to occupy Public Ways. Nothing contained herein shall relieve Franchisee from the requirement for obtaining permits as more fully set forth in Section 12 below.

E. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing or removing wireless communication facilities.

F. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City Property. If Franchisee desires to use City Property, including poles and structures within the public ways it shall negotiate a separate lease or license agreement with the City.

G. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

H. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.

I. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed taxes, charges or fees.

J. Nothing in this Franchise grants authority to Franchisee to impair or damage any City Property, Public Way, other ways or other property, whether publicly or privately owned, except as provided herein.

K. Nothing in this Franchise grants authority to Franchisee to alter the City's urban forest to accommodate Franchisee's Facilities, and nothing in this Franchise shall be construed to give Franchisee's Facilities priority of use of public ways over the preservation and protection of the City's urban forest.

L. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate the Franchisee's Facilities.

M. Nothing in this Franchise grants authority to Franchisee to provide or offer Cable Service.

N. Nothing in this Franchise grants authority to Franchisee to provide or offer personal wireless services to the general public.

O. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Franchisee's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

P. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.

Q. Nothing in this Franchise authorizes Franchisee to enter or construct improvements on, in, under, over, across, or within any private property of any third party without that party's permission.

Section 3: Term.

A. Authorization granted under this Franchise shall be for a period of ten (10) years from the effective date of this Franchise.

B. Renewal. Franchisee may renew this Franchise pursuant to PMC 15.020.070(1).

C. Failure to Renew Franchise – Automatic Extension. If the parties fail to formally renew this Franchise prior to the expiration of its term, the Franchise automatically continues month to month until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of its intent not to renew the Franchise to the other party.

Section 4: Location of Facilities.

A. Franchisee may place optical cable, optical cable housing, and splicing connections on Existing utility poles as overhead facilities if approved by the owner of the utility poles as well as place the same underground in accordance with the provisions of PMC 15.70.110.

B. Franchisee's Facilities shall not damage or impair the City's urban forest. Franchisee shall not place optical cable, optical cable housing, or splicing connections as overhead facilities in any area where the municipal arborist of the City determines, in his or her sole discretion, that the facilities will damage or impair a street tree.

C. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property as set forth in PMC 15.70.160.

D. Franchisee shall not impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.

E. Relocation or removal of Franchisee's facilities shall be governed by PMC 15.70.180.

1. Where the construction, alteration, repair or improvement of a Public Way is primarily for private benefit, the Franchisee may seek reimbursement from the private party or parties for the cost of relocation in the same proportion as their contribution to the costs of the project; provided, however, in no event shall the City be considered a private party for purposes of seeking reimbursement under this section. Franchisee may require a deposit or other pre-payment of costs before doing any work on a project covered by this section.

2. Where other utilities are present and involved in an undergrounding project and Franchisee is required to pay for such undergrounding, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

F. Franchisee shall relocate its facilities at its expense at the request of the City in the event of an unforeseen emergency or causes interference with public facilities as described in Section 4(C) that creates an immediate threat to the public safety, health or welfare.

Section 5: Pole, Structures and Property Owned By Others.

Franchisee will obtain separate agreements from owners of utility poles, structures and property not owned by the City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's facilities.

Section 6: Construction and Installation Requirements.

A. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its Facilities. Franchisee is solely responsible for the supervision, condition,

and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.

B. The Franchisee shall provide the City at least 72-hours' notice of its intent to work in the public right-of-way and, for permits relating to underground work, shall indicate the issued permit for the work planned to be performed.

C. Working Hours. All work related to this Franchise Agreement (with the exception of emergency repairs described in this agreement) performed by the Franchisee shall only occur Monday through Saturday and no work will be performed on Sunday's or holidays recognized by the City of Pasco unless otherwise agreed by the City. Such restriction shall not apply to any service drops used in connecting subscribers to Franchisee's Facilities.

D. Dangerous Conditions. Franchisee shall comply with PMC 15.70.280.

E. Utility Locates. Franchisee shall comply with PMC 15.70.080.

F. Qualified, Informed Personnel. The Franchisee shall have qualified, informed personnel onsite anytime construction is occurring that are familiar with the permit requirements, and the City requirements for construction.

G. Licensed, Bonded Contractors. All work performed by the Franchisee shall be performed by licensed, bonded Contractors who have a business license allowing them to work within the City of Pasco.

H. Contractor named on Right-of-Way Permit. The Franchisee shall specifically name the Contractor who will be performing work on the right-of-way permit application. If the Franchisee desires to switch to using another contractor on an open right-of-way permit, the Franchisee shall so notify the City.

I. Sidewalk Safety. At times, weather is not conducive to concrete placement, which can delay surface restoration work if concrete sidewalk panels or curb ramps were removed as part of a construction project. When this occurs, the Franchisee shall use either 5/8 crushed rock or cold patch asphalt (temporary surface type is at the discretion of the City) to maintain a safe, ADA accessible walking surface until the site can be adequately restored.

J. Local Emergency Contact. The Franchisee shall at all times maintain an emergency contact at its Network Operations Center who can be contacted by the City if there is an emergency, or an issue with lack of compliance with the terms of this Franchise Agreement. This emergency contact shall be available as needed 7 days a week, 24 hours a day.

Section 7: Coordination of Construction and Installation Activities and Other Work.

A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the public ways at least annually or as determined by the City.

B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. At least twenty-four hours prior to entering a public way to perform construction and installation activities or other work, Franchisee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.

D. Franchisee shall make available open trenches for use by third party utilities with the costs to be allocated as agreed between the parties provided that such third party has a similar obligation with respect to Franchisee.

E. The City shall give reasonable advance notice to Franchisee of plans to open Public Ways for construction or installation of Facilities and Franchisee afforded the opportunity to install facilities in the applicable location, when possible; provided, however, the City shall not be liable for damages for failure to provide such notice. When notice has been given, Franchisee may provide notice to City of its intent to construct in the open Public Way and provide information regarding its requirements for such constructions. If so elected, Franchisee may only construct or install facilities during such period that the City has opened the Public Way for construction or installation.

F. Emergency Operations. Franchisee shall comply with PMC 15.70.250.

Section 8: Temporary Removal, Adjustment or Alteration of Facilities.

See Section 4 above.

Section 9: Safety and Maintenance Requirements.

Franchisee shall comply with PMC 15.70.280.

Section 10: Abandonment of Facilities.

PMC 15.70.260(1) shall govern the abandonment of facilities.

Section 11: Restoration of Public Ways and Other Property.

A. When Franchisee, or any person acting on its behalf, does any work in or affecting any Public Way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Upon completion of any construction by the Franchisee, the site of construction shall be restored in

accordance with all the requirements in the PMCs and the City's Standards, including but not limited PMC 15.70.270.

B. If weather or other conditions do not permit the complete restoration required by this section; the Franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established time frame, the City may make the restoration itself at the cost of Franchisee or have them made at the cost of Franchisee.

Section 12: Use and/or Development Authorization and Permits.

A. Franchisee shall obtain use and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a public way.

The City must act on applications for use and/or development authorization or required permits within thirty (30) days of receipt of a completed application, unless Franchisee consents to a different time period. The City may, upon notice to Franchisee, extend this period to ensure that the City has adequate resources available to provide the necessary inspection work. Franchisee agrees to reimburse the City for any additional costs required to provide inspections for work performed by the Franchisee after-hours and on weekends.

B. A permit may require the posting of a construction bond. Any such requirement and amount of the bond is set forth in City code.

Section 13: Hold Harmless and Assumption of Risk.

The Franchisee agrees to be bound by the provisions of PMC 15.70.290(2) which are hereby incorporated into this Franchise.

Section 14: Insurance.

Franchisee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Franchisee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Franchisee:

A. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising

injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the Franchise Agreement is considered a master permit, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

B. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

C. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

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

E. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance.

Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

F. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: Vil.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Franchise. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

I. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Franchisee shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 2026.

J. Cancellation. The Franchisee's insurance cannot be terminated by the Franchisee except after thirty (30) days' prior written notice to the City by certified mail, return receipt requested, has been given to the City.

K. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

L. City Full Availability of Franchisee Limits. If the Franchisee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Franchisee, irrespective of whether such limits maintained by the Franchisee are greater than those required by this Franchise or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Franchisee.

M. Franchisee - Self-Insurance. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise Agreement.

N. Primary Insurance. The Franchisee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance and shall not contribute with it.

O. Coverage Scope. The coverage shall contain no special imitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Franchisee's insurance, and shall not contribute with it. Coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits for the duration of this Franchise Agreement.

Section 15: Performance Bond.

A. Franchisee shall provide a performance bond in the amount of fifty thousand dollars (\$50,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities. The performance bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the bond, and shall keep the same in full force and effect at all times.

B. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section without forty-five (45) days written notice first being given to the City. If the bond is canceled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Franchisee shall provide a replacement bond.

C. After the giving of notice by the City to Franchisee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Franchisee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Franchisee; and
3. Damages assessed against Franchisee as provided in this Franchise.

D. The City shall give Franchisee written notice of any withdrawal under this Section upon such withdrawal. Within ten (10) days following receipt of such notice, Franchisee shall restore and replenish the performance bond to the amount required under this Franchise. Franchisee's maintenance of the performance bond shall not be construed to excuse unfaithful performance by Franchisee or limit the liability of Franchisee to the amount of the performance bond or otherwise limit the City's recourse to any other remedy available at law or in equity.

E. Franchisee shall have the right to appeal to the City Council for reimbursement in the event Franchisee believes that the performance bond was drawn upon improperly. After a determination

by the City Council, Franchisee shall also have the right of judicial appeal if Franchisee believes the performance bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the performance bond shall be returned to Franchisee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal on the date the City withdrew funds from the performance bond until the date the City returns the funds to Franchisee.

Section 16: Taxes, Charges, And Fees.

Franchisee shall pay and be responsible for taxes permitted by law.

Section 17: Acquisition of Facilities.

Upon Franchisee's acquisition of any facilities in the Public Way, or upon any addition or annexation to the City of any area in which Franchisee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

Section 18: Vacation of Public Ways.

The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030 and PMC 12.40, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

Section 19: Provision of Information.

Within thirty (30) days of a written request from the City, Franchisee shall furnish the City with information reasonably requested by the City to coordinate municipal functions with Franchisee's activities, to fulfill municipal obligations under State law or to demonstrate compliance with terms of this Franchise.

A. The documents and records maintained by Franchisee and requested by the City shall be made available to the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

B. Franchisee shall reasonably cooperate in City's planning efforts, including working with the City in its development of its Comprehensive Plan Utilities Element. The cooperation may include:

1. An annual meeting or communications outlining the plans of Franchisee and the City for the Public Ways during the upcoming year.
2. Coordination of construction activities with the City and other franchisees.
3. Planning and implementation of emergency response procedures.

C. In connection with information requests mentioned above, the City may request as-built drawings of Franchisee's Facilities and maps showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, in a format used by Franchisee in the maintenance of its own records.

D. Confidentiality. Information provided by Franchisee to the City shall be considered confidential and proprietary to Franchisee. If the City receives a request under the Washington State Public Records Act to inspect or copy the information provided by Franchisee and the City determines that release of the information is required by the Public Records Act, the City notify Franchisee (a) of the request and (b) of the date that such information will be released to the requester unless Franchisee initiates a proceeding to enjoin that disclosure pursuant to the Public Records Act.

Section 20: Assignment or Transfer.

Franchisee's rights, privileges, and authority under this franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except after consent by the City, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, no City consent shall be required in the event that this Franchise is, directly or indirectly, transferred assigned or disposed by sale, lease, merger consolidation or other act of Franchisee, by operation of law or otherwise, in connection with any transaction approved by the Washington Utilities and Transportation Commission, such approval to be deemed consent of the City.

Except as set forth above, PMC 15.70.320 shall apply to this Franchise.

Section 21: Notices.

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City:	City of Pasco Public Works Department 525 N. 3rd Avenue Pasco, WA 99301 (509) 545-3463
-------	--

with a copy to: Pasco City Clerk
525 N. 3rd Avenue
Pasco, WA 99301

Franchisee: NFC Northwest, LLC
Jessica Epley, Regulatory & External Affairs
135 Lake Street South, Suite 155
Kirkland, WA 98033
legal@ziply.com
503-431-0458

B. Franchisee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Franchisee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health safety of the public and repair facilities to restore them to proper working order. Annually, on request of the City, Franchisee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

C. Any changes to the above-stated Franchisee information shall be sent to the City's Director of Community & Economic Development Department, with copies to the City Clerk, referencing the title of this agreement.

D. The above-stated Franchisee and City telephone numbers shall be staffed at least during normal business hours, Pacific time zone, notwithstanding the requirements of the Local Emergency Contact provisions pursuant to Section 6(J).

Section 22: Non-waiver.

The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

Section 23: Eminent Domain.

This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 24: Limitation of Liability.

Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

Section 25: Damage to Facilities.

Unless directly and proximately caused by the negligence of the City, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

Section 26: Governing Law and Venue.

This Franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subjected to the jurisdiction of the Courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Franklin County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

Section 27: Severability.

If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise nor its application to any other person or entity.

Section 28: Repair and Emergency Work.

The terms of PMC 15.70.250 are hereby incorporated into this Franchise.

Section 29: Location Preference.

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Franchisee's, which was installed, constructed, completed, in place, or planned for installation prior in time to Franchisee's application for a permit to construct or repair Franchisee Facilities

under this Franchise shall have preference as to positioning and location with respect to the Franchisee Facilities. The City reserves the right to deny of any of the Franchisee's facilities that may possibly interfere with possible future installation of City utilities. However, to the extent that the Franchisee Facilities are completed and installed prior to another non-City utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Franchisee Facilities shall have priority. All City utility and road infrastructure, whether existing or future shall have priority over the Franchisee's. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to utilities that may in the future require the relocation of Franchisee Facilities. Such relocations shall be governed by Section 4. Franchisee shall comply with PMC 15.70.110.

Section 30: Enforcement and Remedies.

The terms of PMC 15.90.010-050 is hereby incorporated into this Franchise.

Section 31: Compliance with Laws and Regulations.

A. This Franchise is subject to, and the Franchisee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Franchisee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

Section 32: Consequential Damages Limitation.

Notwithstanding any other provision of this Agreement, in no event shall the City or other utility providers (with the exception of the Franchisee) be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 33: Survival.

All the provisions, conditions and requirements of this agreement shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to the Franchisee for the use of the areas mentioned herein, and any renewals or extensions thereof. All the provisions, conditions, regulations, and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 34: Miscellaneous.

A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.

B. Local Employment Efforts. Franchisee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Franchisee employs contractors to perform work under this franchise.

C. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.

D. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the prevailing party will be entitled to recover all of its reasonable costs, including attorneys' fees, in addition to such other relief as the court may deem proper.

E. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

F. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.

G. Third-Party Beneficiaries. There are no third-party beneficiaries to this Franchise.

H. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

I. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.

J. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or

modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this Franchise.

K. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any public way.

L. Rights granted. This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.

M. Contractors and subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee.

N. Risks. Franchisee acknowledges by acceptance of the grant that it has read the terms and conditions of this agreement carefully, and accepts all reasonable risks related to the possible interpretation of the provisions, terms, and conditions of this agreement.

Section 35: Acceptance of Franchise.

Within thirty (30) days after the passage and approval of this ordinance, this Franchise may be accepted by the Franchisee by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the Franchisee to accept this Franchise within said period of time shall be deemed a rejection thereof by the Franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30-day period, absolutely cease and terminate, unless the period is extended by ordinance duly passed for that purpose.

Section 36: The City Clerk.

The City Clerk is authorized and directed to publish a summary hereof in accordance with Revised Code of Washington 35A.13.200 and 35A.12.160.

Section 37: Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance is held to be 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 38: 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 39: 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 April, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace
City Attorneys

Published: _____

SUMMARY OF ORDINANCE

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF PASCO

The Pasco City Council passed Municipal Ordinance No. ____ at its April 20, 2026 regular meeting which in summary grants a non-exclusive franchise to NFC Northwest, LLC to construct, install, operate, maintain, repair, or remove fiber optic cables within the City right-of-way.

The full text of Municipal Ordinance ____ will be provided upon request made to the Pasco City Clerk at Pasco City Hall, 525 N. Third Avenue., Pasco, WA 99301.

Summary approved as to form:

Ogden Murphy Wallace
City Attorneys

ACCEPTANCE:

The provisions of this amended Franchise are agreed to and hereby accepted. By accepting this Franchise, Franchisee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the franchise and the municipal code and ordinances of the City.

By: _____

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the Franchise.

The effective date of this Franchise Ordinance is _____

By: _____

Printed Name: _____

Title: _____

AGENDA REPORT

FOR: City Council March 23, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Maria Serra, Director
Public Works

SUBJECT: *Resolution No. 4722 - Change Order No. 58 Lewis Street Overpass (5 minute staff presentation)

I. ATTACHMENT(S):

Resolution
Exhibit A - Change Order No. 58
Change Order Summary

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4722, authorizing the City Manager to execute Change Order No. 58 to the construction contract with Cascade Bridge, LLC. for the Lewis Street Overpass Project.

III. FISCAL IMPACT:

Construction Costs:

Original Construction Contract Amount	\$22,344,999.88
Change Orders Nos 1-57	\$ 6,844,377.14
<u>Change Order No. 58 - Reconciliation</u>	<u>\$(710,772.50)</u>
Total Contract Amount	\$28,478,604.52

Updated Project Costs:

Preliminary Engineering (PE)	\$ 4,230,000.00
Right-of-Way (RW)	\$ 4,070,000.00
Construction Administration (CN)	\$ 4,493,756.02
<u>Construction (CN)</u>	<u>\$28,478,604.52</u>
Total Project Cost	\$41,272,360.54

Funding Source

City of Pasco Funds (adjusted)	\$11,122,360.54
Connecting Washington Partnership	\$15,000,000.00
Federal Funds	\$ 3,750,000.00
TIB	\$ 7,000,000.00
<u>MVA Funds</u>	<u>\$ 4,400,000.00</u>
Total Funds	\$41,272,360.54

IV. HISTORY AND FACTS BRIEF:

Background

The Lewis Street Overpass project replaced the existing Lewis Street undercrossing, constructed under the BNSF Railyard in 1937, with a new bridge over the railyard.

On March 1, 2021, Council awarded the Lewis Street Overpass construction contract to Cascade Bridge, LLC of Vancouver, WA in the amount of \$22,344,999.88. Since construction began, the project has required fifty-seven (57) change orders for a total of \$6,844,330.84.

V. DISCUSSION:

One final change order is presented for Council Approval:

Change Order 058 – Quantity Reconciliation

This change order levels the budget quantities for the job to reflect 100% project completion. The quantity reconciliation adjusts each bid item to reflect the actual as constructed quantities and incorporates the necessary increases and decreases to establish the final construction cost for the project.

This change order adds the new bid item "CO058 - Use Tax Adjustment". This shall be full compensation of tax reimbursement for the tax rate rising from 8.6% to 8.7% and again to 8.9% during the course of construction.

The change order results in a net credit of \$710,772.50.

Impact (other than fiscal)

The project is completely finished and has been open for public use since April 26, 2024.

Recommendation

Staff recommends review and approval of Change Order 58, which is necessary to finalize the project and proceed toward final acceptance.

Constraints

This change order is required for the closing of the construction contract.

Next Steps

Once the Change Order is approved it will be processed. A project acceptance item will be presented to council in the coming months.

Alternatively, Council may

Deny the change order and delay the close out of the project.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO.
58 TO THE CONSTRUCTION CONTRACT WITH CASCADE BRIDGE, LLC
FOR THE LEWIS STREET OVERPASS PROJECT.**

WHEREAS, the City of Pasco (City) and Cascade Bridge, LLC Entered a construction contract on March 1, 2021, for construction of the Lewis Street Overpass Project; and

WHEREAS, this project involves the construction of a new 562-foot, 4-span, pre-stressed concrete overpass, over the BNSF Railway yard and a new 63-foot, voided slab, overpass over First Avenue. Along with roadway improvements, backfilling, partial structure removal, retaining wall construction, earthwork, paving with HMA, landscaping, storm drainage, illumination, water mains, sanitary sewer, and other associated work; and

WHEREAS, the City and Cascade Bridge, LLC Executed Change Orders Nos. 1 through 57 to provide for additional work not included in the original contract; and

WHEREAS proposed Change Order No. 58 involves quantity reconciliation and sales tax reconciliation for a total reduction in contract value of \$710,772.50; and

WHEREAS, the City Council of the City of Pasco, Washington has, after due consideration, determined that it is in the best interest of the City of Pasco to enter into Change Order No. 58 with Cascade Bridge, 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 Change Order No. 58 between the City of Pasco and Cascade Bridge, LLC 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 Change Order No. 58 on behalf of the City of Pasco; and

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney



CITY OF PASCO
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER NO. 58
☒ Standard
☐ Unilateral

Project No: Project No: 13007
 FED-AID #: STPUS-HLP-3530(006)
 WSDOT: TA4087

Project Title: Lewis Street Overpass

Contractor: Cascade Bridge LLC

Reason for Change: Closeout Bid Item Leveling & Use Tax Correction

Detail as Appropriate: This change order levels the budget quantities for the job to reflect 100% project completion. The attached tabulated bit items shall be increased or decreased as indicated on the final payment to the contractor.

This change order adds the new bid item "CO058 - Use Tax Adjustment". This shall be full compensation of tax reimbursement for the tax rate rising from 8.6% to 8.7% and again to 8.9%.

Contract Bid Amount:	\$ 22,344,999.88
SALES TAX @ 8.6%:	
Total:	\$ 22,344,999.88

PREVIOUS CHANGE ORDER		CURRENT CHANGE ORDER	
Subtotal	\$6,814,009.37	Subtotal	\$ (710,772.50)
Sales tax (rate varies)	\$30,367.77	Sales tax @ 8.9%	
Total	\$ 6,844,377.14	Total	\$ (710,772.50)

Total Change Orders To Date \$ **6,133,604.64**

New Contract Amount \$ **28,478,604.52**

IS CONTRACT TIME AFFECTED BY THIS CHANGE ORDER

No

Contract Time Prior to this Change Order.....

791

Modification to Contract time by this Change Order.....

0

Revised Total Contract Time.....

791

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

AGREED TO AND ACCEPTED:

APPROVED:

 CONTRACTOR Date

 PROJECT MANAGER Date

APPROVED:

APPROVED:

 CONST. MANAGER Date CIP MANAGER Date PUBLIC WORKS DIRECTOR Date

Add the Following Bid Items:

Bid Item:

CO058	Use Tax Adjustment	1	LS	\$	12,027.50	\$	12,027.50
	BI Leveling total (See Attached)					\$	(722,800.00)

Total this Change Order						\$	(710,772.50)
--------------------------------	--	--	--	--	--	-----------	---------------------

		Bid				Change Order		Bid and Existing CO		Final Project Total			CO Correction		
No.	Description	Price	Units	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	% Comp	Quantity	Price	% Comp
A-001	MOBILIZATION	\$ 2,170,000.00	LS	1	\$ 2,170,000.00		\$ -	1	\$ 2,170,000.00	1	\$ 2,170,000.00	100%	0	\$ -	100%
A-002	CLEARING & GRUBBING	\$ 10,500.00	LS	1	\$ 10,500.00		\$ -	1	\$ 10,500.00	1	\$ 10,500.00	100%	0	\$ -	100%
A-003	REMOVING TREE OVER 6 IN. DIAM.	\$ 300.00	EA	10	\$ 3,000.00		\$ -	10	\$ 3,000.00	9	\$ 2,700.00	90%	-1	\$ (300.00)	100%
A-004	REMOVING EXISTING CONC. STORM DRYWELL	\$ 900.00	EA	1	\$ 900.00		\$ -	1	\$ 900.00	0	\$ -	0%	-1	\$ (900.00)	NA
A-005	ABANDON EXISTING MANHOLE - STORM	\$ 1,250.00	EA	4	\$ 5,000.00		\$ -	4	\$ 5,000.00	6	\$ 7,500.00	150%	2	\$ 2,500.00	100%
A-006	REMOVING CONCRETE INLET	\$ 800.00	EA	12	\$ 9,600.00		\$ -	12	\$ 9,600.00	12	\$ 9,600.00	100%	0	\$ -	100%
A-007	REMOVING PORTION OF EXISTING BRIDGE LEWIS STREET	\$ 25,000.00	LS	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	1	\$ 25,000.00	100%	0	\$ -	100%
A-008	REMOVING EXISTING BRIDGE TACOMA AVENUE	\$ 14,000.00	LS	1	\$ 14,000.00		\$ -	1	\$ 14,000.00	1	\$ 14,000.00	100%	0	\$ -	100%
A-009	REMOVING SIGN	\$ 600.00	EA	14	\$ 8,400.00		\$ -	14	\$ 8,400.00	14	\$ 8,400.00	100%	0	\$ -	100%
A-010	REMOVING CEMENT CONC. PAVEMENT	\$ 5.00	SY	3866	\$ 19,330.00		\$ -	3866	\$ 19,330.00	12185.08	\$ 60,925.40	315%	8319.08	\$ 41,595.40	100%
A-011	REMOVING CEMENT CONC. SIDEWALK	\$ 5.00	SY	4393	\$ 21,965.00		\$ -	4393	\$ 21,965.00	4697.07	\$ 23,485.35	107%	304.07	\$ 1,520.35	100%
A-012	REMOVING CEMENT CONC. CURB AND GUTTER	\$ 4.00	LF	3964	\$ 15,856.00		\$ -	3964	\$ 15,856.00	3286.5	\$ 13,146.00	83%	-677.5	\$ (2,710.00)	100%
A-013	REMOVING ASPHALT CONC. PAVEMENT	\$ 2.75	SY	14112	\$ 38,808.00		\$ -	14112	\$ 38,808.00	15699.4	\$ 43,173.37	111%	1587.4	\$ 4,365.37	100%
A-014	REMOVING GUARDRAIL	\$ 16.00	LF	162	\$ 2,592.00		\$ -	162	\$ 2,592.00	158	\$ 2,528.00	98%	-4	\$ (64.00)	100%
A-015	REMOVING CHAIN LINK FENCE	\$ 13.00	LF	135	\$ 1,755.00		\$ -	135	\$ 1,755.00	0	\$ -	0%	-135	\$ (1,755.00)	NA
A-016	REMOVING AND SALVAGING STREET LIGHT	\$ 525.00	EA	24	\$ 12,600.00		\$ -	24	\$ 12,600.00	24	\$ 12,600.00	100%	0	\$ -	100%
A-017	DIG AND VERIFY	\$ 1,100.00	EA	6	\$ 6,600.00		\$ -	6	\$ 6,600.00	1	\$ 1,100.00	17%	-5	\$ (5,500.00)	100%
A-018	PLUGGING EXISTING STORM PIPE	\$ 800.00	EA	4	\$ 3,200.00		\$ -	4	\$ 3,200.00	1	\$ 800.00	25%	-3	\$ (2,400.00)	100%
A-019	ROADWAY EXCAVATION INCL. HAUL	\$ 14.00	CY	8600	\$ 120,400.00		\$ -	8600	\$ 120,400.00	1800.52	\$ 25,207.28	21%	-6799.48	\$ (95,192.72)	100%
A-020	COMMON BORROW INCL. HAUL	\$ 11.50	CY	35520	\$ 408,480.00		\$ -	35520	\$ 408,480.00	25798.11	\$ 296,678.27	73%	-9721.89	\$ (111,801.73)	100%
A-021	EMBANKMENT COMPACTION	\$ 3.75	CY	38200	\$ 143,250.00		\$ -	38200	\$ 143,250.00	25845.8	\$ 96,921.79	68%	-12354.2	\$ (46,328.21)	100%
A-022	CATCH BASIN TYPE 1	\$ 1,100.00	EA	42	\$ 46,200.00		\$ -	42	\$ 46,200.00	42	\$ 46,200.00	100%	0	\$ -	100%
A-023	CATCH BASIN TYPE 2 48 IN. DIAM.	\$ 2,700.00	EA	16	\$ 43,200.00		\$ -	16	\$ 43,200.00	16	\$ 43,200.00	100%	0	\$ -	100%
A-024	STORM SEWER PIPE 10 IN. DIAM.	\$ 50.00	LF	2226	\$ 111,300.00		\$ -	2226	\$ 111,300.00	2222	\$ 111,100.00	100%	-4	\$ (200.00)	100%
A-025	STORM SEWER PIPE 12 IN. DIAM.	\$ 86.00	LF	150	\$ 12,900.00		\$ -	150	\$ 12,900.00	102	\$ 8,772.00	68%	-48	\$ (4,128.00)	100%
A-026	STORM SEWER PIPE 18 IN. DIAM.	\$ 95.00	LF	133	\$ 12,635.00		\$ -	133	\$ 12,635.00	133	\$ 12,635.00	100%	0	\$ -	100%
A-027	SHORING - TRENCH SAFETY SYSTEMS FOR STORM SEWER	\$ 1.00	LF	2509	\$ 2,509.00		\$ -	2509	\$ 2,509.00	445	\$ 445.00	18%	-2064	\$ (2,064.00)	100%
A-028	GRAVEL BACKFILL FOR PIPE ZONE BEDDING FOR STORM SEWER	\$ 8.00	LF	2509	\$ 20,072.00		\$ -	2509	\$ 20,072.00	0	\$ -	0%	-2509	\$ (20,072.00)	NA
A-029	48 IN. DIAM. STORM SEWER MANHOLE OVER EXISTING STORM SEWER	\$ 6,000.00	EA	4	\$ 24,000.00		\$ -	4	\$ 24,000.00	4	\$ 24,000.00	100%	0	\$ -	100%
A-030	CONNECT TO EXISTING STORM SEWER MANHOLE	\$ 2,800.00	EA	1	\$ 2,800.00		\$ -	1	\$ 2,800.00	1	\$ 2,800.00	100%	0	\$ -	100%
A-031	INFILTRATION TRENCH TYPE 4X3	\$ 95.00	LF	175	\$ 16,625.00		\$ -	175	\$ 16,625.00	175	\$ 16,625.00	100%	0	\$ -	100%
A-032	INFILTRATION TRENCH TYPE 15X3	\$ 120.00	LF	190	\$ 22,800.00		\$ -	190	\$ 22,800.00	190	\$ 22,800.00	100%	0	\$ -	100%
A-033	INFILTRATION GALLERY	\$ 73,000.00	LS	1	\$ 73,000.00		\$ -	1	\$ 73,000.00	1	\$ 73,000.00	100%	0	\$ -	100%
A-034	STORM RETENTION POND	\$ 13,000.00	LS	1	\$ 13,000.00		\$ -	1	\$ 13,000.00	1	\$ 13,000.00	100%	0	\$ -	100%
A-035	LEWIS STREET OVERPASS BRIDGE - BNSF STRUCTURE	\$ 1,700,000.00	LS	1	\$ 1,700,000.00		\$ -	1	\$ 1,700,000.00	1	\$ 1,700,000.00	100%	0	\$ -	100%
A-036	LEWIS STREET OVERPASS BRIDGE - 1ST AVE STRUCTURE	\$ 150,000.00	LS	1	\$ 150,000.00		\$ -	1	\$ 150,000.00	1	\$ 150,000.00	100%	0	\$ -	100%
A-037	CONCRETE STAIRS FOR BNSF STRUCTURE	\$ 75,000.00	LS	1	\$ 75,000.00		\$ -	1	\$ 75,000.00	1	\$ 75,000.00	100%	0	\$ -	100%
A-038	STRUCTURAL EARTH WALL	\$ 40.00	SF	55065	\$ 2,202,600.00		\$ -	55065	\$ 2,202,600.00	55065	\$ 2,202,600.00	100%	0	\$ -	100%
A-039	STRUCTURE EXCAVATION CLASS A - BNSF STRUCTURE	\$ 12.00	CY	5900	\$ 70,800.00		\$ -	5900	\$ 70,800.00	4912.88	\$ 58,954.56	83%	-987.12	\$ (11,845.44)	100%
A-040	STRUCTURE EXCAVATION CLASS A - 1ST AVE STRUCTURE	\$ 25.00	CY	498	\$ 12,450.00		\$ -	498	\$ 12,450.00	620.85	\$ 15,521.25	125%	122.85	\$ 3,071.25	100%
A-041	SHORING OR EXTRA EXCAVATION CL. A	\$ 250,000.00	LS	1	\$ 250,000.00		\$ -	1	\$ 250,000.00	1	\$ 250,000.00	100%	0	\$ -	100%
A-042	CONC. CLASS 4000 FOR BRIDGE - BNSF SUBSTRUCTURE	\$ 600.00	CY	2500	\$ 1,500,000.00		\$ -	2500	\$ 1,500,000.00	2611.41	\$ 1,566,846.00	104%	111.41	\$ 66,846.00	100%
A-043	CONC. CLASS 4000 FOR BRIDGE - 1ST AVE SUBSTRUCTURE	\$ 700.00	CY	512	\$ 358,400.00		\$ -	512	\$ 358,400.00	519.19	\$ 363,433.00	101%	7.19	\$ 5,033.00	100%
A-044	ST. REINF. BAR - BNSF SUBSTRUCTURE	\$ 1.10	LB	567600	\$ 624,360.00		\$ -	567600	\$ 624,360.00	593336	\$ 652,669.60	105%	25736	\$ 28,309.60	100%
A-045	ST. REINF. BAR - 1ST AVE SUBSTRUCTURE	\$ 1.10	LB	89000	\$ 97,900.00		\$ -	89000	\$ 97,900.00	95133	\$ 104,646.30	107%	6133	\$ 6,746.30	100%
A-046	PRESTRESSED CONC. GIRDER (WF74G)	\$ 525.00	LF	5522	\$ 2,899,050.00		\$ -	5522	\$ 2,899,050.00	5523.2	\$ 2,899,680.00	100%	1.2	\$ 630.00	100%
A-047	PRESTRESSED CONC. GIRDER (26 INCH. VOIDED SLAB)	\$ 450.00	LF	935	\$ 420,750.00		\$ -	935	\$ 420,750.00	933.24	\$ 419,958.00	100%	-1.76	\$ (792.00)	100%
A-048	TRAFFIC BARRIER - BNSF STRUCTURE	\$ 150.00	LF	1272	\$ 190,800.00		\$ -	1272	\$ 190,800.00	1252	\$ 187,800.00	98%	-20	\$ (3,000.00)	100%
A-049	TRAFFIC BARRIER - 1ST AVE STRUCTURE	\$ 190.00	LF	238	\$ 45,220.00		\$ -	238	\$ 45,220.00	286	\$ 54,340.00	120%	48	\$ 9,120.00	100%
A-050	PEDESTRIAN BARRIER - BNSF STRUCTURE	\$ 165.00	LF	1224	\$ 201,960.00		\$ -	1224	\$ 201,960.00	1204	\$ 198,660.00	98%	-20	\$ (3,300.00)	100%
A-051	PEDESTRIAN BARRIER - 1ST AVE STRUCTURE	\$ 165.00	LF	238	\$ 39,270.00		\$ -	238	\$ 39,270.00	238	\$ 39,270.00	100%	0	\$ -	100%
A-052	RAILROAD SCREENING	\$ 1,000,000.00	LS	1	\$ 1,000,000.00		\$ -	1	\$ 1,000,000.00	1	\$ 1,000,000.00	100%	0	\$ -	100%
A-053	CRUSHED SURFACING BASE COURSE	\$ 20.00	TN	13400	\$ 268,000.00		\$ -	13400	\$ 268,000.00	10562.57	\$ 211,251.40	79%	-2837.43	\$ (56,748.60)	100%
A-054	CRUSHED SURFACING TOP COURSE	\$ 23.00	TN	3400	\$ 78,200.00		\$ -	3400	\$ 78,200.00	2774.01	\$ 63,802.23	82%	-625.99	\$ (14,397.77)	100%
A-055	BRIDGE APPROACH SLAB - BNSF STRUCTURE	\$ 300.00	SY	312	\$ 93,600.00		\$ -	312	\$ 93,600.00	0	\$ -	0%	-312	\$ (93,600.00)	NA
A-056	BRIDGE APPROACH SLAB - 1ST AVE STRUCTURE	\$ 300.00	SY	312	\$ 93,600.00		\$ -	312	\$ 93,600.00	311.11	\$ 93,333.00	100%	-0.89	\$ (267.00)	100%
A-057	CEMENT CONC. PAVEMENT DRAIN HOLES	\$ 10,000.00	LS	1	\$ 10,000.00		\$ -	1	\$ 10,000.00	1	\$ 10,000.00	100%	0	\$ -	100%

A-058	HMA CL. 1/2 IN. PG 64S-28	\$ 76.00	TN	3950	\$ 300,200.00		\$ -	3950	\$ 300,200.00	3912.69	\$ 297,364.44	99%	-37.31	\$ (2,835.56)	100%
A-059	BRIDGE TRANSVERSE JOINT SEAL	\$ 25.00	LF	224	\$ 5,600.00		\$ -	224	\$ 5,600.00	136	\$ 3,400.00	61%	-88	\$ (2,200.00)	100%
A-060	JOB MIX COMPLIANCE PRICE ADJUSTMENT	\$ 1.00	CALC	1	\$ 1.00		\$ -	1	\$ 1.00	0	\$ -	0%	-1	\$ (1.00)	NA
A-061	COMPACTION PRICE ADJUSTMENT	\$ 1.00	CALC	1	\$ 1.00		\$ -	1	\$ 1.00	0	\$ -	0%	-1	\$ (1.00)	NA
A-062	AUTOMATIC IRRIGATION SYSTEM, COMPLETE	\$ 105,000.00	LS	1	\$ 105,000.00		\$ -	1	\$ 105,000.00	1	\$ 105,000.00	100%	0	\$ -	100%
A-063	ESC LEAD	\$ 50.00	DAY	80	\$ 4,000.00		\$ -	80	\$ 4,000.00	59	\$ 2,950.00	74%	-21	\$ (1,050.00)	100%
A-064	INLET PROTECTION	\$ 100.00	EA	66	\$ 6,600.00		\$ -	66	\$ 6,600.00	66	\$ 6,600.00	100%	0	\$ -	100%
A-065	STABILIZED CONSTRUCTION ENTRANCE	\$ 16.00	SY	1253	\$ 20,048.00		\$ -	1253	\$ 20,048.00	265.92	\$ 4,254.72	21%	-987.08	\$ (15,793.28)	100%
A-066	EROSION CONTROL AND WATER POLLUTION PREVENTION	\$ 25,000.00	LS	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	0.76	\$ 25,000.00	100%	0	\$ -	100%
A-067	2" X 2" SCORED CEMENT CONCRETE CROSSWALK PAVEMENT	\$ 95.00	SY	410	\$ 38,950.00		\$ -	410	\$ 38,950.00	330.58	\$ 31,405.10	80%	-79.42	\$ (7,544.90)	100%
A-068	DECORATIVE STAMPED FINISH	\$ 185.00	SY	16	\$ 2,960.00		\$ -	16	\$ 2,960.00	16	\$ 2,960.00	25%	0	\$ -	100%
A-069	BENCH TYPE 1	\$ 1,000.00	EA	6	\$ 6,000.00		\$ -	6	\$ 6,000.00	6	\$ 6,000.00	100%	0	\$ -	100%
A-070	BENCH TYPE 2	\$ 1,000.00	EA	3	\$ 3,000.00		\$ -	3	\$ 3,000.00	3	\$ 3,000.00	100%	0	\$ -	100%
A-071	TRASH RECEPTACLE	\$ 200.00	EA	8	\$ 1,600.00		\$ -	8	\$ 1,600.00	8	\$ 1,600.00	100%	0	\$ -	100%
A-072	DECORATIVE METAL CUTOUT PANEL TYPE 1	\$ 60,000.00	LS	1	\$ 60,000.00		\$ -	1	\$ 60,000.00	1	\$ 60,000.00	100%	0	\$ -	100%
A-073	DECORATIVE METAL CUTOUT PANEL TYPE 2	\$ 20,000.00	LS	1	\$ 20,000.00		\$ -	1	\$ 20,000.00	1	\$ 20,000.00	100%	0	\$ -	100%
A-074	PEDESTRIAN GUARDRAIL	\$ 110.00	LF	1977	\$ 217,470.00		\$ -	1977	\$ 217,470.00	2058.6	\$ 226,446.00	104%	81.6	\$ 8,976.00	100%
A-075	STAIR HANDRAIL AND RAIL LIGHTING	\$ 50,000.00	LS	1	\$ 50,000.00		\$ -	1	\$ 50,000.00	1	\$ 50,000.00	100%	0	\$ -	100%
A-076	SEEDING & FERTILIZING	\$ 11,000.00	AC	1.35	\$ 14,850.00		\$ -	1.35	\$ 14,850.00	0.97	\$ 10,670.00	72%	-0.38	\$ (4,180.00)	100%
A-077	MULCHING WITH MODERATE TERM MULCH	\$ 8,000.00	AC	1.15	\$ 9,200.00		\$ -	1.15	\$ 9,200.00	0.33	\$ 2,640.00	29%	-0.82	\$ (6,560.00)	100%
A-078	TOPSOIL TYPE A	\$ 46.00	CY	2180	\$ 100,280.00		\$ -	2180	\$ 100,280.00	1764	\$ 81,144.00	81%	-416	\$ (19,136.00)	100%
A-079	MEADOW SEED MIX	\$ 2.75	SY	3700	\$ 10,175.00		\$ -	3700	\$ 10,175.00	3695	\$ 10,161.25	100%	-5	\$ (13.75)	100%
A-080	BARK OR WOOD CHIP MULCH	\$ 44.00	CY	10	\$ 440.00		\$ -	10	\$ 440.00	7	\$ 308.00	70%	-3	\$ (132.00)	100%
A-081	ROCK MULCH	\$ 190.00	CY	20	\$ 3,800.00		\$ -	20	\$ 3,800.00	37	\$ 7,030.00	185%	17	\$ 3,230.00	100%
A-082	DECORATIVE ROCK	\$ 113.00	CY	82	\$ 9,266.00		\$ -	82	\$ 9,266.00	109	\$ 12,317.00	133%	27	\$ 3,051.00	100%
A-083	PSIPE Quercus macrocarpa/ Bur Oak; 2.5" Cal., 12'-14' Ht.	\$ 725.00	EA	3	\$ 2,175.00		\$ -	3	\$ 2,175.00	3	\$ 2,175.00	100%	0	\$ -	100%
A-084	PSIPE Phellodendron lavallei/ Cork Tree; 2.5" Cal., 12'-14' Ht.	\$ 725.00	EA	4	\$ 2,900.00		\$ -	4	\$ 2,900.00	4	\$ 2,900.00	100%	0	\$ -	100%
A-085	PSIPE Carpinus betulus 'Frans Fontaine'/ Columnar European H	\$ 725.00	EA	36	\$ 26,100.00		\$ -	36	\$ 26,100.00	36	\$ 26,100.00	100%	0	\$ -	100%
A-086	PSIPE Quercus alba x rubur 'Crimschmidt'/ Crimson Spire Oak; 2	\$ 755.00	EA	15	\$ 11,325.00		\$ -	15	\$ 11,325.00	15	\$ 11,325.00	100%	0	\$ -	100%
A-087	PSIPE Parrotia persica 'Vanessa'/ Vanessa Persian Parrotia; 2.5'	\$ 810.00	EA	16	\$ 12,960.00		\$ -	16	\$ 12,960.00	16	\$ 12,960.00	100%	0	\$ -	100%
A-088	PSIPE Pistacia chinensis/ Chinese Pistache; 2" Cal., 10'-12' Ht.	\$ 535.00	EA	3	\$ 1,605.00		\$ -	3	\$ 1,605.00	3	\$ 1,605.00	100%	0	\$ -	100%
A-089	PSIPE Chionanthus virginicus/ Fringe Tree; 7'-8' Ht.	\$ 450.00	EA	4	\$ 1,800.00		\$ -	4	\$ 1,800.00	4	\$ 1,800.00	100%	0	\$ -	100%
A-090	PSIPE Picea omorika/ Siberian Spruce; 7'-8' Ht.	\$ 475.00	EA	4	\$ 1,900.00		\$ -	4	\$ 1,900.00	4	\$ 1,900.00	100%	0	\$ -	100%
A-091	PSIPE Juniperus squamata 'Blue Star'/ Blue Star Juniper; 2 Gal.	\$ 28.00	EA	55	\$ 1,540.00		\$ -	55	\$ 1,540.00	55	\$ 1,540.00	100%	0	\$ -	100%
A-092	PSIPE Potentilla fruticosa 'Sunset'/ Sunset Shrubby Cinquefoil; 2	\$ 28.00	EA	192	\$ 5,376.00		\$ -	192	\$ 5,376.00	192	\$ 5,376.00	100%	0	\$ -	100%
A-093	PSIPE Rhus aromatica 'Gor-Low'/ Grow Low Fragrant Sumac; 2'	\$ 28.00	EA	213	\$ 5,964.00		\$ -	213	\$ 5,964.00	213	\$ 5,964.00	100%	0	\$ -	100%
A-094	PSIPE Perovskia atriplicifolia 'Lacey Blue'/ Lacey Blue Dwarf Rus	\$ 16.00	EA	34	\$ 544.00		\$ -	34	\$ 544.00	34	\$ 544.00	100%	0	\$ -	100%
A-095	PSIPE Boutelloua gracilis 'Blonde Ambition'/ Blonde Ambition Blu	\$ 16.00	EA	400	\$ 6,400.00		\$ -	400	\$ 6,400.00	400	\$ 6,400.00	100%	0	\$ -	100%
A-096	PSIPE Pennisetum alopecuroides 'Hameln'/ Hameln Dwarf Fount	\$ 16.00	EA	213	\$ 3,408.00		\$ -	213	\$ 3,408.00	213	\$ 3,408.00	100%	0	\$ -	100%
A-097	PSIPE Yucca filamentosa 'Color Guard'/ Color Guard Adam's Ne	\$ 28.00	EA	28	\$ 784.00		\$ -	28	\$ 784.00	28	\$ 784.00	100%	0	\$ -	100%
A-098	PSIPE Arctostaphylos uva'ursi/ Kinnikinnick; 1 Gal. Cont.	\$ 16.00	EA	426	\$ 6,816.00		\$ -	426	\$ 6,816.00	426	\$ 6,816.00	100%	0	\$ -	100%
A-099	PSIPE Helianthemum nummularium 'Henfield Brilliant'/ Henfield B	\$ 17.00	EA	334	\$ 5,678.00		\$ -	334	\$ 5,678.00	334	\$ 5,678.00	100%	0	\$ -	100%
A-100	PSIPE Delosperma 'Wowday2'/ Wheels of Wonder Ice Plant; 1 G	\$ 17.00	EA	710	\$ 12,070.00		\$ -	710	\$ 12,070.00	710	\$ 12,070.00	100%	0	\$ -	100%
A-101	PSIPE Eryngium bourgatii/ Mediterranean Sea Holly; 1 Gal. Cont	\$ 16.00	EA	154	\$ 2,464.00		\$ -	154	\$ 2,464.00	154	\$ 2,464.00	100%	0	\$ -	100%
A-102	PSIPE Achillea millefolium 'Walther Funcke'/ Walther Funcke Cor	\$ 16.00	EA	313	\$ 5,008.00		\$ -	313	\$ 5,008.00	313	\$ 5,008.00	100%	0	\$ -	100%
A-103	PSIPE Allium sphaerocephalon/ Round-Headed Garlic; Bulb	\$ 7.00	EA	76	\$ 532.00		\$ -	76	\$ 532.00	76	\$ 532.00	100%	0	\$ -	100%
A-104	ROOT BARRIER	\$ 12.00	LF	1104	\$ 13,248.00		\$ -	1104	\$ 13,248.00	1088	\$ 13,056.00	99%	-16	\$ (192.00)	100%
A-105	BOULDERS	\$ 190.00	TON	40	\$ 7,600.00		\$ -	40	\$ 7,600.00	43.5	\$ 8,265.00	109%	3.5	\$ 665.00	100%
A-106	METAL EDGING	\$ 5.50	LF	2300	\$ 12,650.00		\$ -	2300	\$ 12,650.00	2114	\$ 11,627.00	92%	-186	\$ (1,023.00)	100%
A-107	HIGH VISIBILITY SILT FENCE	\$ 4.00	LF	2814	\$ 11,256.00		\$ -	2814	\$ 11,256.00	2016	\$ 8,064.00	72%	-798	\$ (3,192.00)	100%
A-108	CEMENT CONC. TRAFFIC CURB AND GUTTER	\$ 19.00	LF	6684	\$ 126,996.00		\$ -	6684	\$ 126,996.00	6607.17	\$ 125,536.23	96%	-76.83	\$ (1,459.77)	100%
A-109	TYPE C CURB	\$ 49.00	LF	390	\$ 19,110.00		\$ -	390	\$ 19,110.00	390	\$ 19,110.00	100%	0	\$ -	100%
A-110	CEMENT CONC. PEDESTRIAN CURB CURB AND GUTTER	\$ 49.00	LF	75	\$ 3,675.00		\$ -	75	\$ 3,675.00	75	\$ 3,675.00	100%	0	\$ -	100%
A-111	TEMPORARY BARRIER	\$ 26.00	LF	600	\$ 15,600.00		\$ -	600	\$ 15,600.00	1087.5	\$ 28,275.00	181%	487.5	\$ 12,675.00	100%
A-112	PLASTIC LINE	\$ 2.00	LF	13871	\$ 27,742.00		\$ -	13871	\$ 27,742.00	15946.5	\$ 31,893.00	115%	2075.5	\$ 4,151.00	100%
A-113	PLASTIC WIDE LANE LINE	\$ 5.50	LF	1130	\$ 6,215.00		\$ -	1130	\$ 6,215.00	1128	\$ 6,204.00	100%	-2	\$ (11.00)	100%
A-114	PLASTIC CROSSWALK LINE	\$ 8.00	LF	705	\$ 5,640.00		\$ -	705	\$ 5,640.00	595.5	\$ 4,764.00	84%	-109.5	\$ (876.00)	100%
A-115	PLASTIC STOP LINE	\$ 13.00	LF	127	\$ 1,651.00		\$ -	127	\$ 1,651.00	131	\$ 1,703.00	103%	4	\$ 52.00	100%
A-116	PLASTIC TRAFFIC ARROW	\$ 475.00	EA	15	\$ 7,125.00		\$ -	15	\$ 7,125.00	15	\$ 7,125.00	100%	0	\$ -	100%

A-117	PLASTIC BICYCLE LANE SYMBOL	\$ 775.00	EA	5	\$ 3,875.00		\$ -	5	\$ 3,875.00	5	\$ 3,875.00	100%	0	\$ -	100%
A-118	PERMANENT SIGNING	\$ 25,000.00	LS	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	1	\$ 25,000.00	100%	0	\$ -	100%
A-119	ILLUMINATION SYSTEM, LEWIS ST. B.O.P. TO STA 18+75, CC	\$ 480,000.00	LS	1	\$ 480,000.00		\$ -	1	\$ 480,000.00	1	\$ 480,000.00	100%	0	\$ -	100%
A-120	ILLUMINATION SYSTEM, LEWIS ST. STA 18+75 TO STA 25+00, CC	\$ 175,000.00	LS	1	\$ 175,000.00		\$ -	1	\$ 175,000.00	1	\$ 175,000.00	100%	0	\$ -	100%
A-121	ILLUMINATION SYSTEM, LEWIS ST. STA 25+00 TO E.O.P., CC	\$ 390,000.00	LS	1	\$ 390,000.00		\$ -	1	\$ 390,000.00	1	\$ 390,000.00	100%	0	\$ -	100%
A-122	ILLUMINATION SYSTEM, EXISTING LEWIS ST., COMPLETE	\$ 345,000.00	LS	1	\$ 345,000.00		\$ -	1	\$ 345,000.00	1	\$ 345,000.00	100%	0	\$ -	100%
A-123	ILLUMINATION SYSTEM, N. 1ST. AVE., COMPLETE	\$ 180,000.00	LS	1	\$ 180,000.00		\$ -	1	\$ 180,000.00	1	\$ 180,000.00	100%	0	\$ -	100%
A-124	ILLUMINATION SYSTEM, S. TACOMA ST., COMPLETE	\$ 235,000.00	LS	1	\$ 235,000.00		\$ -	1	\$ 235,000.00	1	\$ 235,000.00	100%	0	\$ -	100%
A-125	CONDUIT PIPE 4 IN. DIAM.	\$ 10.50	LF	3360	\$ 35,280.00		\$ -	3360	\$ 35,280.00	4314	\$ 45,297.00	128%	954	\$ 10,017.00	100%
A-126	CONDUIT PIPE 6 IN. DIAM.	\$ 12.50	LF	1680	\$ 21,000.00		\$ -	1680	\$ 21,000.00	1710	\$ 21,375.00	102%	30	\$ 375.00	100%
A-127	PUBLIC UTILITY DISTRICT ELECTRICAL VAULT TYPE V-4	\$ 2,500.00	EA	3	\$ 7,500.00		\$ -	3	\$ 7,500.00	3	\$ 7,500.00	100%	0	\$ -	100%
A-128	PUBLIC UTILITY DISTRICT ELECTRICAL VAULT TYPE V-6	\$ 3,000.00	EA	5	\$ 15,000.00		\$ -	5	\$ 15,000.00	3	\$ 9,000.00	60%	-2	\$ (6,000.00)	100%
A-129	PUBLIC UTILITY DISTRICT ELECTRICAL VAULT TYPE V-8.2	\$ 3,500.00	EA	5	\$ 17,500.00		\$ -	5	\$ 17,500.00	5	\$ 17,500.00	100%	0	\$ -	100%
A-130	PUBLIC UTILITY DISTRICT ELECTRICAL TRENCH	\$ 15.00	LF	3530	\$ 52,950.00		\$ -	3530	\$ 52,950.00	4094	\$ 61,410.00	116%	564	\$ 8,460.00	100%
A-131	PROJECT TEMPORARY TRAFFIC CONTROL	\$ 25,000.00	LS	1	\$ 25,000.00		\$ -	1	\$ 25,000.00	1	\$ 25,000.00	100%	0	\$ -	100%
A-132	FLAGGERS	\$ 55.00	HR	1200	\$ 66,000.00		\$ -	1200	\$ 66,000.00	295.5	\$ 16,252.50	25%	-904.5	\$ (49,747.50)	100%
A-133	OTHER TRAFFIC CONTROL LABOR	\$ 60.00	HR	500	\$ 30,000.00		\$ -	500	\$ 30,000.00	66.25	\$ 3,975.00	13%	-433.75	\$ (26,025.00)	100%
A-134	TRAFFIC CONTROL SUPERVISOR	\$ 20,000.00	LS	1	\$ 20,000.00		\$ -	1	\$ 20,000.00	1	\$ 20,000.00	100%	0	\$ -	100%
A-135	CONSTRUCTION SIGNS CLASS A	\$ 20.00	SF	180	\$ 3,600.00		\$ -	180	\$ 3,600.00	496	\$ 9,920.00	276%	316	\$ 6,320.00	100%
A-136	TEMPORARY PAVEMENT MARKING - SHORT DURATION	\$ 0.60	LF	2000	\$ 1,200.00		\$ -	2000	\$ 1,200.00	933	\$ 559.80	47%	-1067	\$ (640.20)	100%
A-137	LEWIS STREET UNDERPASS BACKFILL AND CDF	\$ 175,000.00	LS	1	\$ 175,000.00		\$ -	1	\$ 175,000.00	0.83	\$ 144,375.00	83%	-0.17	\$ (30,625.00)	100%
A-138	TRIAXIAL GEOGRID FOR SOIL STABILIZATION	\$ 3.25	SY	2867	\$ 9,317.75		\$ -	2867	\$ 9,317.75	2809.33	\$ 9,130.33	98%	-57.67	\$ (187.42)	100%
A-139	GRAVEL BACKFILL FOR FOUNDATION CLASS A - BNSF STR	\$ 33.00	CY	4590	\$ 151,470.00		\$ -	4590	\$ 151,470.00	0	\$ -	0%	-4590	\$ (151,470.00)	NA
A-140	GRAVEL BACKFILL FOR FOUNDATION CLASS A - 1ST AVE S	\$ 33.00	CY	1705	\$ 56,265.00		\$ -	1705	\$ 56,265.00	0	\$ -	0%	-1705	\$ (56,265.00)	NA
A-141	STRUCTURE SURVEYING	\$ 75,000.00	LS	1	\$ 75,000.00		\$ -	1	\$ 75,000.00	1	\$ 75,000.00	100%	0	\$ -	100%
A-142	ROADWAY SURVEYING	\$ 26,000.00	LS	1	\$ 26,000.00		\$ -	1	\$ 26,000.00	1	\$ 26,000.00	100%	0	\$ -	100%
A-143	ADA FEATURES SURVEYING	\$ 7,000.00	LS	1	\$ 7,000.00		\$ -	1	\$ 7,000.00	1	\$ 7,000.00	100%	0	\$ -	100%
A-144	RECORD DRAWINGS	\$ 10,000.00	LS	1	\$ 10,000.00		\$ -	1	\$ 10,000.00	1	\$ 10,000.00	100%	0	\$ -	100%
A-145	MONUMENT CASE, COVER AND PIPE	\$ 350.00	EA	10	\$ 3,500.00		\$ -	10	\$ 3,500.00	10	\$ 3,500.00	100%	0	\$ -	100%
A-146	CEMENT CONC. SIDEWALK	\$ 46.00	SY	6455	\$ 296,930.00		\$ -	6455	\$ 296,930.00	6123.49	\$ 281,680.54	90%	-331.51	\$ (15,249.46)	100%
A-147	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	\$ 79.00	SY	180	\$ 14,220.00		\$ -	180	\$ 14,220.00	332.23	\$ 26,246.17	185%	152.23	\$ 12,026.17	100%
A-148	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	\$ 2,000.00	EA	20	\$ 40,000.00		\$ -	20	\$ 40,000.00	18	\$ 36,000.00	85%	-2	\$ (4,000.00)	100%
A-149	CHAIN LINK FENCE TYPE 3	\$ 18.00	LF	308	\$ 5,544.00		\$ -	308	\$ 5,544.00	308	\$ 5,544.00	100%	0	\$ -	100%
A-150	END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	\$ 250.00	EA	6	\$ 1,500.00		\$ -	6	\$ 1,500.00	14	\$ 3,500.00	233%	8	\$ 2,000.00	100%
A-151	DOUBLE 14 FT. CHAIN LINK GATE	\$ 1,500.00	EA	1	\$ 1,500.00		\$ -	1	\$ 1,500.00	1	\$ 1,500.00	100%	0	\$ -	100%
A-152	RAILROAD CHAIN LINK FENCE	\$ 50.00	LF	78	\$ 3,900.00		\$ -	78	\$ 3,900.00	78	\$ 3,900.00	100%	0	\$ -	100%
A-153	END, GATE, CORNER, AND PULL POST FOR RAILROAD CHAIN LINK FENCE	\$ 350.00	EA	2	\$ 700.00		\$ -	2	\$ 700.00	3	\$ 1,050.00	150%	1	\$ 350.00	100%
A-154	RAILROAD DOUBLE 14 FOOT CHAIN LINK GATE	\$ 2,000.00	EA	1	\$ 2,000.00		\$ -	1	\$ 2,000.00	1	\$ 2,000.00	100%	0	\$ -	100%
A-155	ADJUST MANHOLE - STORM	\$ 625.00	EA	8	\$ 5,000.00		\$ -	8	\$ 5,000.00	2	\$ 1,250.00	25%	-6	\$ (3,750.00)	100%
A-156	ADJUST JUNCTION BOX	\$ 250.00	EA	11	\$ 2,750.00		\$ -	11	\$ 2,750.00	0	\$ -	0%	-11	\$ (2,750.00)	NA
A-157	SERVICE CONNECTION 2 In. DIAM.	\$ 500.00	EA	2	\$ 1,000.00		\$ -	2	\$ 1,000.00	2	\$ 1,000.00	100%	0	\$ -	100%
A-158	MISCELLANEOUS PIPE ABANDONMENT	\$ 2,500.00	LS	1	\$ 2,500.00		\$ -	1	\$ 2,500.00	1	\$ 2,500.00	100%	0	\$ -	100%
A-159	TRAINING - Deleted per CO 2	\$ 5.00	HR	2000	\$ 10,000.00	-2000	\$ (10,000.00)	0	\$ -	0	\$ -		0	\$ -	NA
A-160	SPCC PLAN	\$ 500.00	LS	1	\$ 500.00		\$ -	1	\$ 500.00	1	\$ 500.00	100%	0	\$ -	100%
A-161	MINOR CHANGES	\$ 25,000.00	CALC	1	\$ 25,000.00	10000	\$ 10,000.00	10001	\$ 35,000.00	1.4	\$ 35,000.00	100%	0	\$ -	100%
A-162	PROJECT PARTNERING	\$ 15,000.00	CALC	1	\$ 15,000.00		\$ -	1	\$ 15,000.00	0.41	\$ 6,170.29	41%	-0.59	\$ (8,829.71)	100%
A-163	STAIR GUARDRAIL AND GRAB BAR	\$ 20,000.00	LS	1	\$ 20,000.00		\$ -	1	\$ 20,000.00	1	\$ 20,000.00	100%	0	\$ -	100%
A-164	SALVAGED BARRIER	\$ 20.00	LF	20	\$ 400.00		\$ -	20	\$ 400.00	20	\$ 400.00	100%	0	\$ -	100%
A-165	GRAVEL BACKFILL FOR DRAIN	\$ 45.00	CY	135	\$ 6,075.00		\$ -	135	\$ 6,075.00	37.33	\$ 1,679.85	28%	-97.67	\$ (4,395.15)	100%
A-166	GRAVEL BACKFILL FOR WALL	\$ 40.00	CY	750	\$ 30,000.00		\$ -	750	\$ 30,000.00	0	\$ -	0%	-750	\$ (30,000.00)	NA
A-167	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. H	\$ 30.00	CY	40200	\$ 1,206,000.00		\$ -	40200	\$ 1,206,000.00	45258	\$ 1,357,740.00	113%	5058	\$ 151,740.00	100%
A-168	STRUCTURE EXCAVATION CLASS A - SEW	\$ 15.00	CY	3480	\$ 52,200.00		\$ -	3480	\$ 52,200.00	4930.23	\$ 73,953.45	142%	1450.23	\$ 21,753.45	100%
B-001	MOBILIZATION	\$ 3,500.00	LS	1	\$ 3,500.00		\$ -	1	\$ 3,500.00	1	\$ 3,500.00	100%	0	\$ -	100%
B-002	SANITARY SEWER SURVEYING	\$ 1,400.00	LS	1	\$ 1,400.00		\$ -	1	\$ 1,400.00	1	\$ 1,400.00	100%	0	\$ -	100%
B-003	DIG AND VERIFY	\$ 2,300.00	EA	2	\$ 4,600.00		\$ -	2	\$ 4,600.00	5	\$ 11,500.00	250%	3	\$ 6,900.00	100%
B-004	ADJUST MANHOLE - SEWER	\$ 625.00	EA	5	\$ 3,125.00		\$ -	5	\$ 3,125.00	4	\$ 2,500.00	80%	-1	\$ (625.00)	100%
B-005	ABANDON EXISTING MANHOLE - SEWER	\$ 1,250.00	EA	2	\$ 2,500.00		\$ -	2	\$ 2,500.00	2	\$ 2,500.00	100%	0	\$ -	100%
B-006	ABANDON AND FILL EXISTING SEWER PIPE 8 IN. DIAM.	\$ 42.00	LF	262	\$ 11,004.00		\$ -	262	\$ 11,004.00	0	\$ -	0%	-262	\$ (11,004.00)	NA
B-007	PLUGGING EXISTING SEWER	\$ 380.00	EA	4	\$ 1,520.00		\$ -	4	\$ 1,520.00	2	\$ 760.00	50%	-2	\$ (760.00)	100%

B-008	PVC SANITARY SEWER PIPE 6 IN. DIAM.	\$ 66.00	LF	50	\$ 3,300.00		\$ -	50	\$ 3,300.00	50	\$ 3,300.00	100%	0	\$ -	100%
B-009	SHORING - TRENCH SAFETY SYSTEMS FOR SANITARY SEW	\$ 4.00	LF	50	\$ 200.00		\$ -	50	\$ 200.00	50	\$ 200.00	100%	0	\$ -	100%
B-010	GRAVEL BACKFILL FOR PIPE ZONE BEDDING FOR SANITARY	\$ 10.00	LF	50	\$ 500.00		\$ -	50	\$ 500.00	50	\$ 500.00	100%	0	\$ -	100%
B-011	6 IN. SEWER SERVICE SADDLE	\$ 1,900.00	EA	1	\$ 1,900.00		\$ -	1	\$ 1,900.00	1	\$ 1,900.00	100%	0	\$ -	100%
B-012	6 IN. SEWER SERVICE CAP AND MARK	\$ 200.00	EA	1	\$ 200.00		\$ -	1	\$ 200.00	1	\$ 200.00	100%	0	\$ -	100%
C-001	MOBILIZATION	\$ 31,000.00	LS	1	\$ 31,000.00		\$ -	1	\$ 31,000.00	1	\$ 31,000.00	100%	0	\$ -	100%
C-002	WATERLINE SURVEYING	\$ 2,900.00	LS	1	\$ 2,900.00		\$ -	1	\$ 2,900.00	1	\$ 2,900.00	100%	0	\$ -	100%
C-003	DIG AND VERIFY	\$ 1,100.00	EA	14	\$ 15,400.00		\$ -	14	\$ 15,400.00	18	\$ 19,800.00	129%	4	\$ 4,400.00	100%
C-004	ADJUST VALVE BOX	\$ 350.00	EA	2	\$ 700.00		\$ -	2	\$ 700.00	0	\$ -	0%	-2	\$ (700.00)	NA
C-005	REMOVING HYDRANT ASSEMBLY	\$ 1,300.00	EA	1	\$ 1,300.00		\$ -	1	\$ 1,300.00	1	\$ 1,300.00	100%	0	\$ -	100%
C-006	REMOVING WATER METER VAULT	\$ 2,500.00	LS	1	\$ 2,500.00		\$ -	1	\$ 2,500.00	1	\$ 2,500.00	100%	0	\$ -	100%
C-007	ABANDON EXISTING WATER METER	\$ 400.00	EA	13	\$ 5,200.00		\$ -	13	\$ 5,200.00	19	\$ 7,600.00	146%	6	\$ 2,400.00	100%
C-008	ABANDON EXISTING VALVE	\$ 375.00	EA	10	\$ 3,750.00		\$ -	10	\$ 3,750.00	3	\$ 1,125.00	30%	-7	\$ (2,625.00)	100%
C-009	ABANDON AND FILL EXISTING WATER PIPE 6 IN. DIAM.	\$ 29.00	LF	139	\$ 4,031.00		\$ -	139	\$ 4,031.00	273	\$ 7,917.00	196%	134	\$ 3,886.00	100%
C-010	ABANDON AND FILL EXISTING WATER PIPE 10 IN. DIAM.	\$ 39.00	LF	125	\$ 4,875.00		\$ -	125	\$ 4,875.00	207	\$ 8,073.00	166%	82	\$ 3,198.00	100%
C-011	ABANDON AND FILL EXISTING WATER PIPE 12 IN. DIAM.	\$ 31.00	LF	282	\$ 8,742.00		\$ -	282	\$ 8,742.00	756	\$ 23,436.00	268%	474	\$ 14,694.00	100%
C-012	PLUGGING EXISTING WATER PIPE	\$ 255.00	EA	26	\$ 6,630.00		\$ -	26	\$ 6,630.00	1	\$ 255.00	4%	-25	\$ (6,375.00)	100%
C-013	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	\$ 100.00	LF	65	\$ 6,500.00		\$ -	65	\$ 6,500.00	108.5	\$ 10,850.00	167%	43.5	\$ 4,350.00	100%
C-014	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	\$ 90.00	LF	365	\$ 32,850.00		\$ -	365	\$ 32,850.00	180	\$ 16,200.00	49%	-185	\$ (16,650.00)	100%
C-015	DUCTILE IRON PIPE FOR WATER MAIN 10 IN. DIAM.	\$ 90.00	LF	114	\$ 10,260.00		\$ -	114	\$ 10,260.00	119.05	\$ 10,714.50	104%	5.05	\$ 454.50	100%
C-016	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	\$ 94.00	LF	1061	\$ 99,734.00		\$ -	1061	\$ 99,734.00	939.5	\$ 88,313.00	89%	-121.5	\$ (11,421.00)	100%
C-017	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	\$ 260.00	LF	20	\$ 5,200.00		\$ -	20	\$ 5,200.00	0	\$ -	0%	-20	\$ (5,200.00)	NA
C-018	DI PIPE FOR WATER MAIN 8 IN. DIAM. WITH STEEL ENCASE	\$ 215.00	LF	160	\$ 34,400.00		\$ -	160	\$ 34,400.00	160	\$ 34,400.00	100%	0	\$ -	100%
C-019	DI PIPE FOR WATER MAIN 10 IN. DIAM. WITH STEEL ENCASE	\$ 275.00	LF	100	\$ 27,500.00		\$ -	100	\$ 27,500.00	100	\$ 27,500.00	100%	0	\$ -	100%
C-020	DI PIPE FOR WATER MAIN 12 IN. DIAM. WITH STEEL ENCASE	\$ 325.00	LF	114	\$ 37,050.00		\$ -	114	\$ 37,050.00	114	\$ 37,050.00	100%	0	\$ -	100%
C-021	DI PIPE FOR WATER MAIN 16 IN. DIAM. WITH STEEL ENCASE	\$ 360.00	LF	525	\$ 189,000.00		\$ -	525	\$ 189,000.00	540	\$ 194,400.00	103%	15	\$ 5,400.00	100%
C-022	BUTTERFLY VALVE 12 IN.	\$ 3,600.00	EA	3	\$ 10,800.00		\$ -	3	\$ 10,800.00	3	\$ 10,800.00	100%	0	\$ -	100%
C-023	BUTTERFLY VALVE 10 IN.	\$ 3,600.00	EA	2	\$ 7,200.00		\$ -	2	\$ 7,200.00	2	\$ 7,200.00	100%	0	\$ -	100%
C-024	GATE VALVE 8 IN.	\$ 1,900.00	EA	1	\$ 1,900.00		\$ -	1	\$ 1,900.00	3	\$ 5,700.00	300%	2	\$ 3,800.00	100%
C-025	GATE VALVE 6 IN.	\$ 1,800.00	EA	2	\$ 3,600.00		\$ -	2	\$ 3,600.00	2	\$ 3,600.00	100%	0	\$ -	100%
C-026	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	\$ 5,200.00	EA	1	\$ 5,200.00		\$ -	1	\$ 5,200.00	1	\$ 5,200.00	100%	0	\$ -	100%
C-027	SHORING - TRENCH SAFETY SYSTEMS FOR WATER	\$ 1.00	LF	2524	\$ 2,524.00		\$ -	2524	\$ 2,524.00	0	\$ -	0%	-2524	\$ (2,524.00)	NA
C-028	GRAVEL BACKFILL FOR PIPE ZONE BEDDING FOR WATER	\$ 7.25	LF	2524	\$ 18,299.00		\$ -	2524	\$ 18,299.00	0	\$ -	0%	-2524	\$ (18,299.00)	NA
C-029	12 IN. 90 DEGREE BEND	\$ 1,100.00	EA	6	\$ 6,600.00		\$ -	6	\$ 6,600.00	5	\$ 5,500.00	83%	-1	\$ (1,100.00)	100%
C-030	8 IN. 90 DEGREE BEND	\$ 675.00	EA	2	\$ 1,350.00		\$ -	2	\$ 1,350.00	0	\$ -	0%	-2	\$ (1,350.00)	NA
C-031	8 IN. 45 DEGREE BEND	\$ 550.00	EA	2	\$ 1,100.00		\$ -	2	\$ 1,100.00	4	\$ 2,200.00	200%	2	\$ 1,100.00	100%
C-032	12 IN. 45 DEGREE BEND	\$ 800.00	EA	6	\$ 4,800.00		\$ -	6	\$ 4,800.00	5	\$ 4,000.00	83%	-1	\$ (800.00)	100%
C-033	10 IN. 45 DEGREE BEND	\$ 575.00	EA	2	\$ 1,150.00		\$ -	2	\$ 1,150.00	1	\$ 575.00	50%	-1	\$ (575.00)	100%
C-034	6 IN. 22.5 DEGREE BEND	\$ 400.00	EA	2	\$ 800.00		\$ -	2	\$ 800.00	0	\$ -	0%	-2	\$ (800.00)	NA
C-035	12 IN. BLIND FLANGE	\$ 600.00	EA	1	\$ 600.00		\$ -	1	\$ 600.00	0	\$ -	0%	-1	\$ (600.00)	NA
C-036	PRESSURE CAP 8 IN.	\$ 300.00	EA	1	\$ 300.00		\$ -	1	\$ 300.00	0	\$ -	0%	-1	\$ (300.00)	NA
C-037	12 IN. X 12 IN. X 12 IN. TEE	\$ 2,600.00	EA	1	\$ 2,600.00		\$ -	1	\$ 2,600.00	1	\$ 2,600.00	100%	0	\$ -	100%
C-038	12 IN. X 12 IN. X 10 IN. TEE	\$ 1,600.00	EA	3	\$ 4,800.00		\$ -	3	\$ 4,800.00	3	\$ 4,800.00	100%	0	\$ -	100%
C-039	12 IN. X 12 IN. X 6 IN. TEE	\$ 1,000.00	EA	1	\$ 1,000.00		\$ -	1	\$ 1,000.00	1	\$ 1,000.00	100%	0	\$ -	100%
C-040	8 IN. X 8 IN. X 8 IN. TEE	\$ 1,200.00	EA	1	\$ 1,200.00		\$ -	1	\$ 1,200.00	0	\$ -	0%	-1	\$ (1,200.00)	NA
C-041	6 IN. X 6 IN. X 6 IN. TEE	\$ 550.00	EA	1	\$ 550.00		\$ -	1	\$ 550.00	1	\$ 550.00	100%	0	\$ -	100%
C-042	16 IN. X 12 IN. REDUCER	\$ 1,700.00	EA	2	\$ 3,400.00		\$ -	2	\$ 3,400.00	2	\$ 3,400.00	100%	0	\$ -	100%
C-043	12 IN. X 8 IN. REDUCER	\$ 1,200.00	EA	1	\$ 1,200.00		\$ -	1	\$ 1,200.00	1	\$ 1,200.00	100%	0	\$ -	100%
C-044	12 IN. X 6 IN. REDUCER	\$ 1,000.00	EA	1	\$ 1,000.00		\$ -	1	\$ 1,000.00	1	\$ 1,000.00	100%	0	\$ -	100%
C-045	16 IN. FLANGE COUPLING ADAPTER	\$ 1,500.00	EA	1	\$ 1,500.00		\$ -	1	\$ 1,500.00	1	\$ 1,500.00	100%	0	\$ -	100%
C-046	12 IN. FLANGE COUPLING ADAPTER	\$ 25.00	EA	7	\$ 175.00		\$ -	7	\$ 175.00	5	\$ 125.00	71%	-2	\$ (50.00)	100%
C-047	8 IN. FLANGE COUPLING ADAPTER	\$ 300.00	EA	3	\$ 900.00		\$ -	3	\$ 900.00	1	\$ 300.00	33%	-2	\$ (600.00)	100%
C-048	6 IN. FLANGE COUPLING ADAPTER	\$ 300.00	EA	1	\$ 300.00		\$ -	1	\$ 300.00	1	\$ 300.00	100%	0	\$ -	100%
C-049	TEMPORARY CONNECTION ALLEY D	\$ 5,000.00	LS	1	\$ 5,000.00		\$ -	1	\$ 5,000.00	1	\$ 5,000.00	100%	0	\$ -	100%
C-050	TEMPORARY CONNECTION ALLEY E	\$ 5,000.00	LS	1	\$ 5,000.00		\$ -	1	\$ 5,000.00	1	\$ 5,000.00	100%	0	\$ -	100%
C-051	CONNECT TO EXISTING WATER MAIN 6 IN. DIAM.	\$ 350.00	EA	3	\$ 1,050.00		\$ -	3	\$ 1,050.00	3	\$ 1,050.00	100%	0	\$ -	100%
C-052	CONNECT TO EXISTING WATER MAIN 8 IN. DIAM.	\$ 400.00	EA	1	\$ 400.00		\$ -	1	\$ 400.00	2	\$ 800.00	200%	1	\$ 400.00	100%
C-053	CONNECT TO EXISTING WATER MAIN 10 IN. DIAM.	\$ 600.00	EA	2	\$ 1,200.00		\$ -	2	\$ 1,200.00	2	\$ 1,200.00	100%	0	\$ -	100%
C-054	CONNECT TO EXISTING WATER MAIN 12 IN. DIAM.	\$ 2,300.00	EA	5	\$ 11,500.00		\$ -	5	\$ 11,500.00	5	\$ 11,500.00	100%	0	\$ -	100%

C-055	SERVICE CONNECTION 1-1/2 IN. DIAM.	\$ 2,500.00	EA	2	\$ 5,000.00		\$ -	2	\$ 5,000.00	2	\$ 5,000.00	0%	0	\$ -	100%
C-056	RAILROAD WATER SERVICE 8 IN.	\$ 9,000.00	LS	1	\$ 9,000.00		\$ -	1	\$ 9,000.00	1	\$ 9,000.00	100%	0	\$ -	100%
CO01	Field Office Trailer	\$ 35,646.02	LS			1	\$ 35,646.02	1	\$ 35,646.02	1	\$ 35,646.02	100%	0	\$ -	100%
CO02	DBE COA Deletion	\$ -	LS			1	\$ -	1	\$ -	1	\$ -		0	\$ -	NA
CO03	A169 BNSF Administrative and Application Fees	\$ 1.00	FA			100000	\$ 100,000.00	100000	\$ 100,000.00	96280.8	\$ 96,280.80	96%	-3719.2	\$ (3,719.20)	100%
CO04	A171 Girder Embedded Plates and Sole Plates	\$ 3,311.23	EA			10	\$ 33,112.30	10	\$ 33,112.30	10	\$ 33,112.30	100%	0	\$ -	100%
CO05	A172 Added Drainage and Drywells Bridge Abutment	\$ 2,114.43	EA			8	\$ 16,915.44	8	\$ 16,915.44	8	\$ 16,915.44	100%	0	\$ -	100%
CO053-5	Removal, CSBC, CSTC and Re-Grading	\$ 15,306.02	LS			1	\$ 15,306.02	1	\$ 15,306.02	1	\$ 15,306.02	100%	0	\$ -	100%
CO053-6	Concrete Spillway	\$ 43.70	LF			65	\$ 2,840.50	65	\$ 2,840.50	65	\$ 2,840.50	100%	0	\$ -	100%
CO053-7	Survey	\$ 2,599.00	LS			1	\$ 2,599.00	1	\$ 2,599.00	1	\$ 2,599.00	100%	0	\$ -	100%
CO053-A58	HMA CL 1/2 IN PG 64S-28	\$ 9.89	SF			870	\$ 8,604.30	870	\$ 8,604.30	936	\$ 9,257.04	108%	66	\$ 652.74	100%
CO054-1	KLB Mobilization	\$ 17,308.98	LS			1	\$ 17,308.98	1	\$ 17,308.98	1	\$ 17,308.98	100%	0	\$ -	100%
CO054-2	Fill Material Delay	\$ 171,243.89	LS			1	\$ 171,243.89	1	\$ 171,243.89	1	\$ 171,243.89	100%	0	\$ -	100%
CO054-3	BNSF Submittal Approval Delay	\$ 38,784.41	LS			1	\$ 38,784.41	1	\$ 38,784.41	1	\$ 38,784.41	100%	0	\$ -	100%
CO055-1	Added waterline on 1st Ave (approx. 185LF)	\$ 62,651.62	LS			1	\$ 62,651.62	1	\$ 62,651.62	1	\$ 62,651.62	100%	0	\$ -	100%
CO055-2	Added HMA Paving	\$ 155.25	TON			75	\$ 11,643.75	75	\$ 11,643.75	75	\$ 11,643.75	100%	0	\$ -	100%
CO056	EL Line Resurvey	\$ 3,312.00	LS			1	\$ 3,312.00	1	\$ 3,312.00	1	\$ 3,312.00	100%	0	\$ -	100%
CO06	A173 BNSF Force Account	\$ 1.00	FA			20000	\$ 20,000.00	20000	\$ 20,000.00	20000	\$ 20,000.00	100%	0	\$ -	100%
CO07	C057 Replace Waterline at Alley C and D	\$ 141,265.79	LS			1	\$ 141,265.79	1	\$ 141,265.79	1	\$ 141,265.79	100%	0	\$ -	100%
CO08	A174 Removal of Unidentified Fuel Tanks	\$ 29,206.78	LS			1	\$ 29,206.78	1	\$ 29,206.78	1	\$ 29,206.78	100%	0	\$ -	100%
CO09	A175 Unexpected Site Conditions - Subgrade	\$ 210,949.79	LS			1	\$ 210,949.79	1	\$ 210,949.79	1	\$ 210,949.79	100%	0	\$ -	100%
CO10	A176 Schedule 80 Conduit and Trenching	\$ 36,559.01	LS			1	\$ 36,559.01	1	\$ 36,559.01	1	\$ 36,559.01	100%	0	\$ -	100%
CO11	C058 Extra Waterline Work	\$ 13,925.36	LS			1	\$ 13,925.36	1	\$ 13,925.36	1	\$ 13,925.36	100%	0	\$ -	100%
CO12	C059 Clark St. Butterfly Valve	\$ 3,403.55	LS			1	\$ 3,403.55	1	\$ 3,403.55	1	\$ 3,403.55	100%	0	\$ -	100%
CO13	A177 BNSF Force Account 2	\$ 10,000.00	FA			1	\$ 10,000.00	1	\$ 10,000.00	0.97	\$ 9,758.03	97%	-0.03	\$ (300.00)	99%
CO14	A178 Remaining Subgrade FA	\$ 20,029.27	LS			1	\$ 20,029.27	1	\$ 20,029.27	1	\$ 20,029.27	100%	0	\$ -	100%
CO15	C060 Remaining Waterline Force Account	\$ 4,477.23	LS			1	\$ 4,477.23	1	\$ 4,477.23	1	\$ 4,477.23	100%	0	\$ -	100%
CO16	C058 Sales Tax-manual entry to sales tax line below	\$ -	LS			1	\$ -	1	\$ -	0	\$ -	#DIV/0!	-1	\$ -	NA
CO17	A180 2022 Minor Changes	\$ 19,041.80	LS			1	\$ 19,041.80	1	\$ 19,041.80	1	\$ 19,041.80	100%	0	\$ -	100%
CO18	A181 BNSF Bridge S3 Rebar Modification	\$ 41,160.96	LS			1	\$ 41,160.96	1	\$ 41,160.96	1	\$ 41,160.96	100%	0	\$ -	100%
CO19	A182 SEW Subsurface Delay	\$ 848,788.71	LS			1	\$ 848,788.71	1	\$ 848,788.71	1	\$ 848,788.71	100%	0	\$ -	100%
CO20	A183 Modification to Girder Sweep Means and Methods	\$ 77,192.65	LS			1	\$ 77,192.65	1	\$ 77,192.65	1	\$ 77,192.65	100%	0	\$ -	100%
CO21	A184 BNSF Bridge - Approach and Sleeper Slab	\$ 159,075.00	LS			1	\$ 159,075.00	1	\$ 159,075.00	1	\$ 159,075.00	100%	0	\$ -	100%
CO21	A185 BNSF Bridge - Strip Seal	\$ 97,750.00	LS			1	\$ 97,750.00	1	\$ 97,750.00	1	\$ 97,750.00	100%	0	\$ -	100%
CO22	A186 BNSF Security Fence	\$ 20,000.00	FA			1	\$ 20,000.00	1	\$ 20,000.00	0.46	\$ 9,188.25	46%	-0.54	\$ (10,800.00)	100%
CO23	A187 BNSF Bridge No. Signs	\$ 1,855.51	LS			1	\$ 1,855.51	1	\$ 1,855.51	1	\$ 1,855.51	100%	0	\$ -	100%
CO24	Modified BNSF Water Service - C024 Gate Valve 8 In	\$ 1,900.00	EA			2	\$ 3,800.00	2	\$ 3,800.00	0	\$ -	0%	-2	\$ (3,800.00)	NA
CO24	Modified BNSF Water Service - C061 Railroad RPBA 8 In	\$ 126,890.00	LS			1	\$ 126,890.00	1	\$ 126,890.00	1	\$ 126,890.00	100%	0	\$ -	100%
CO25	Extended Overhead for SEW Redesign Delay	\$ 997,699.01	LS			1	\$ 997,699.01	1	\$ 997,699.01	1	\$ 997,699.01	100%	0	\$ -	100%
CO26	A-167 Gravel Borrow for SEW Incl. Haul	\$ 30.00	CY			5058	\$ 151,740.00	5058	\$ 151,740.00	0	\$ -	0%	-5058	\$ (151,740.00)	NA
CO26	A-038 Structural Earth Wall	\$ 40.00	SF			-55065	\$ (2,202,600.00)	-55065	\$ (2,202,600.00)	-55065	\$ (2,202,600.00)	100%	0	\$ -	100%
CO26	A-189 Revised Structural Earth Wall	\$ 49.00	SF			53421	\$ 2,617,629.00	53421	\$ 2,617,629.00	53421	\$ 2,617,629.00	100%	0	\$ -	100%
CO27	A-111 Temporary Barrier	\$ 26.00	LF			350	\$ 9,100.00	350	\$ 9,100.00	0	\$ -	0%	-350	\$ (9,100.00)	NA
CO27	Phase 1A Traffic Control	\$ 36,500.00	LS			1	\$ 36,500.00	1	\$ 36,500.00	1	\$ 36,500.00	100%	0	\$ -	100%
CO28-1	Pedestrian Guardrail	\$ 70.27	LF			175	\$ 12,297.25	175	\$ 12,297.25	188.5	\$ 13,245.90	108%	13.5	\$ 948.65	100%
CO28-2	Thickened Edge Treatment	\$ 7,495.39	LS			1	\$ 7,495.39	1	\$ 7,495.39	1	\$ 7,495.39	100%	0	\$ -	100%
CO29	Revised Joint Utility Trench	\$ 6,985.00	LS			1	\$ 6,985.00	1	\$ 6,985.00	1	\$ 6,985.00	100%	0	\$ -	100%
CO30	Revised Infiltration Trench	\$ 3,117.81	LS			1	\$ 3,117.81	1	\$ 3,117.81	1	\$ 3,117.81	100%	0	\$ -	100%
CO31	Revised Irrigation Plan	\$ 4,717.35	LS			1	\$ 4,717.35	1	\$ 4,717.35	1	\$ 4,717.35	100%	0	\$ -	100%
CO32	Revised FPUd Trench	\$ 10,487.17	LS			1	\$ 10,487.17	1	\$ 10,487.17	1	\$ 10,487.17	100%	0	\$ -	100%
CO33	Roadway Survey	\$ 1,587.00	LS			1	\$ 1,587.00	1	\$ 1,587.00	1	\$ 1,587.00	100%	0	\$ -	100%
CO34	HMA Paper Joints	\$ 3,680.00	LS			1	\$ 3,680.00	1	\$ 3,680.00	1	\$ 3,680.00	100%	0	\$ -	100%
CO35	Railroad Screening-Added Sealant	\$ 14,657.98	LS			1	\$ 14,657.98	1	\$ 14,657.98	1	\$ 14,657.98	100%	0	\$ -	100%
CO36-1	Barricades	\$ 5,073.11	LS			1	\$ 5,073.11	1	\$ 5,073.11	1	\$ 5,073.11	100%	0	\$ -	100%
CO36-2	Class A Signs	\$ 22,060.17	LS			1	\$ 22,060.17	1	\$ 22,060.17	1	\$ 22,060.17	100%	0	\$ -	100%
CO37	Railroad Screening Lower Gap	\$ 134,368.20	LS			1	\$ 134,368.20	1	\$ 134,368.20	1	\$ 134,368.20	100%	0	\$ -	100%
CO38	Sawcut Salvaged Barrier	\$ 5,340.72	LS			1	\$ 5,340.72	1	\$ 5,340.72	1	\$ 5,340.72	100%	0	\$ -	100%
CO39	A180 2024 Minor Changes	\$ 17,183.44	LS			1	\$ 17,183.44	1	\$ 17,183.44	1	\$ 17,183.44	100%	0	\$ -	100%
CO40	Striping Removal (RFI 157)	\$ 3,047.50	LS			1	\$ 3,047.50	1	\$ 3,047.50	1	\$ 3,047.50	100%	0	\$ -	100%

CO41	Office Trailer	\$ 1,210.04	MO			10	\$ 12,100.40	10	\$ 12,100.40	10	\$ 12,100.40	100%	0	\$ -	100%
CO42	Irrigation Controller	\$ 6,049.51	LS			1	\$ 6,049.51	1	\$ 6,049.51	1	\$ 6,049.52	100%	0	\$ (0.01)	100%
CO43	Neppel Escalation Cost	\$ 204,432.61	LS			1	\$ 204,432.61	1	\$ 204,432.61	1	\$ 204,432.61	100%	0	\$ -	100%
CO44	Heritage Escalation	\$ 72,621.21	LS			1	\$ 72,621.21	1	\$ 72,621.21	1	\$ 72,621.21	100%	0	\$ -	100%
CO45	Purcell Painting Escalation	\$ 2,700.02	LS			1	\$ 2,700.02	1	\$ 2,700.02	1	\$ 2,700.02	100%	0	\$ -	100%
CO46	Cutting Edge Escalation	\$ 6,424.13	LS			1	\$ 6,424.13	1	\$ 6,424.13	1	\$ 6,424.13	100%	0	\$ -	100%
CO47	KLB Escalation	\$ 52,109.49	LS			1	\$ 52,109.49	1	\$ 52,109.49	1	\$ 52,109.49	100%	0	\$ -	100%
CO48	Inland Escalation	\$ 208,520.50	LS			1	\$ 208,520.50	1	\$ 208,520.50	1	\$ 208,520.50	100%	0	\$ -	100%
CO49	Adjust Catch Basins (RFI-132)	\$ 5,383.09	LS			1	\$ 5,383.09	1	\$ 5,383.09	1	\$ 5,383.09	100%	0	\$ -	100%
CO50-1	Epoxy Coated Welded Joints 20 IN	\$ 6,951.28	LS			1	\$ 6,951.28	1	\$ 6,951.28	1	\$ 6,951.28	100%	0	\$ -	100%
CO50-2	Epoxy Coated Welded Joints 30 IN	\$ 9,227.74	LS			1	\$ 9,227.74	1	\$ 9,227.74	1	\$ 9,227.74	100%	0	\$ -	100%
CO51	Negotiated Change Order Resolution	\$ 1,935,000.00	LS			1	\$ 1,935,000.00	1	\$ 1,935,000.00	1	\$ 1,935,000.00	100%	0	\$ -	100%
CO52	BNSF Security Fencing	\$ 60.09	LF			415	\$ 24,937.35	415	\$ 24,937.35	539	\$ 32,388.51	130%	124	\$ 7,451.16	100%
CO-58	Use Tax Adjustment	\$ 12,027.50	LS			1	\$ 12,027.50	1	\$ 12,027.50	1	\$ 12,027.50	100%	0	\$ -	100%
TAX	Tax @ 8.6% (Schedule B&C):	59019.13					\$ 3,065.56		\$ 62,084.69		\$ 18,860.58	30%		\$ (43,224.11)	100%
TAX	Tax @ 8.7% (Schedule B&C):						\$ 12,290.12		\$ 12,290.12		\$ 19,466.32	158%		\$ 7,176.20	100%
TAX	Tax @ 8.9% (Schedule B&C):						\$ 15,012.09		\$ 15,012.09		\$ 49,165.45	328%		\$ 34,153.36	100%

Total Contract Price Change

\$ (722,800.00)

**Lewis Street Overpass Project
Contract Change Order Summary**

- **Change Order No. 1: Office Trailer for Construction Management Team, \$38,711.58**

This change compensates the contractor for providing the Construction Management team with an on-site 12x56' trailer with work areas and a dedicated meeting room for regular project meetings. Pricing includes all associated costs such as heat/ac and setup and removal. This change order covers 24 months of use. Contractors such as Cascade Bridge, LLC. receive significantly better pricing than infrequent users like the City or the construction management team. Pricing from the construction management team was compared with contractor pricing and the most cost-effective option was for the contractor to supply the trailer.

- **Change Order No. 2: DBE COA Deletion, \$0**

WSDOT erred in requiring a Disadvantaged Business Enterprise (DBE) Condition of Award (COA) requirement of 7% even though it should not have been required by the funding source. This change reduces the DBE goal to 0% and reduces the apprentice training hour requirement from 2,000 to 0; however, the DBE firms associated with the project are still performing all anticipated work.

- **Change Order No. 3: BNSF Crossing Permit, \$100,000**

This change order is required for the contractor to construct required crossings over BNSF rail tracks. BNSF requires concrete panels and fencing be placed at a designated crossing to protect the tracks and decrease the likelihood of improper crossings. To protect the City from added risk associated with an incident at the crossings, the contractor was required to obtain the crossing permit and is reimbursed for actual costs per the contract specifications.

- **Change Order No. 4: Girder Embedded Plates and Sole Plates, \$33,112.33**

Girders on spans 1 and 4 of the Lewis Street Overpass bridge were originally designed with bearing recesses between 1/8" and 7/8". Due to required reinforcement spacing in the pre-stressed girders, most of the girders required reinforcement modifications and additional reinforcement (rebar and plates) to provide the structural bearing capacity. This change order compensates the contractor for materials and labor to modify the structural reinforcement.

- **Change Order No. 5: Added Drainage and Drywell at Bridge Abutments, \$16,915.44**

During design of the project, an expansion joint was modified by the Engineer of Record. As the result of the bridge expansion joint modification, additional perforated drainpipes, trenches, and drywells were required at each of the BNSF Bridge abutments. This change order compensates the contractor for all costs associated with providing the new drainage features.

- **Change Order No. 6: BNSF Force Account/Minor Changes, \$20,000**

BNSF requires the City and Contractor to complete/provide many small, unforeseen items on the project (minor grading, placement of small amounts of materials, adding security fencing, relocating utilities, etc.). The existing Overpass Agreement allows BSNF to direct work as they deem necessary to maintain safe operations. This change order reimburses the contractor for this work on an actual costs basis per the contract specifications.

- **Change Order No. 7: Replace Waterline – Alley C & D, \$153,555.91**

The City of Pasco requested the replacement of the existing waterline in Alleys C and D; and the installation of a new fire hydrant on First Ave. near Abutment 1. The City stated this work should be performed if it would not impact the critical path. Cascade Bridge agreed to perform the work and began by removing asphalt in Alley D on May 11, 2022, and concluded work on May 31, 2022, by backfilling the final connection at Alley D and Clark St.

- **Change Order 008 – Removal of Fuel Tank, \$29,206.78**

On May 10, 2022, KLB began excavation for SEW Wall's 1 and 2, and identified two abandoned fuel storage tanks which were unknown until discovery. Removal of the tanks was required to construct walls leading to the new Lewis Street Overpass Bridge.

Cascade Bridge contacted GeoProfessional Engineers (GPI), the Geotechnical engineer subcontracted by prime consultant JUB Engineers, to manage the removal, reporting, and clean-up of the tanks. WSP subsequently directed Cascade Bridge and subcontractor KLB Construction (KLB) to remove the two tanks per GPI direction. KLB supported GPI in excavation and removal. All costs were tracked by force account under the minor change item (A161) since the total scope of work to be completed was evolving as work was completed.

- **Change Order 009 - Unexpected Site Conditions – Subgrade, \$210,949.77**

In September 2021, KLB began excavation for BNSF Abutment 1, and discovered foundation walls from the previously demolished hotel were remaining. KLB removed minor portions of walls where they impacted the footing for the bridge abutment but did not perform any additional exploration since this was believed to be a localized issue.

In April 2022 as KLB was removing the sidewalk and beginning excavation for SEW Walls 3, 4, 7, and 8, the following was discovered:

1. Pockets of loose-fill material below the footprint of the old hotel, unsuitable to build over.
2. Concrete foundation walls from the old hotel.
3. Significant pockets of inorganic debris from the removal of previous structures.
4. A tunnel and concrete staircase beneath/adjoining the existing sidewalk at Tacoma/Lewis where future parking is planned.

After discussing the issue at length with the SEW wall designer and prime consultant, JUB Engineers, it was determined all debris, loose fill and old structures would need to be removed for wall construction. The existing soil and voids were replaced as required using crushed rock and concrete for SEW Wall construction.

This item was not previously brought in front of council for two reasons. First, there was no option to complete this work. Based on the recommendation of the geotechnical engineer, wall designers, and bridge designer, the four items listed above had to be removed. Second, the full extent and cost of removal was unknown until excavation could be completed. Items such as the amount of removal, use of reinforcement, depth of removal, etc. was unknown until the work could be performed.

- **Change Order 010 - Schedule 80 Conduit and Trenching, \$36,559.01**

Per Request For Information (RFI) no. 025 response from JUB on 7/20/21, the Contractor was directed to use Sch 80 electrical conduit and increase the depth of the trenches below the SEW Walls so that there would be 4' between the top of conduit, and bottom of SEW Wall. This change includes compensation for having to procure the conduit when the Franklin Public Utility District (FPUD) had committed to providing conduit. FPUD was unable to provide conduit as anticipated for the project because they do not stock schedule 80 conduit. The subcontractor performing the work, Neppel Electric & Controls, Inc., provided a quote to obtain materials; but due to extremely volatile pricing from conduit suppliers, pricing was only held for 24 hours. Due to the volatility in obtaining the materials and the depth required by the design engineer, it was imperative to provide approval to do this work immediately.

- **Change Order 011 - Extra Waterline Work, \$13,925.36**

While installing the waterline and performing temporary and permanent connections on the east side of the underpass, KLB identified several connections that required extra fittings to be able to tie-in as existing waterlines were not per plan. This work was tracked as force account work but, there is no minor changes item in Schedule C to pay for this work, resulting in a change order.

- **Change Order 012 - Clark St. Butterfly Valve \$3,706.47**

Per change order 007, Cascade Bridge was directed to add an additional waterline between Clark St. and 1st Ave. After the original quote and change order, the City requested Cascade Bridge install a Butterfly Valve at Clark St. to provide additional control to the system. This change order includes the required labor, equipment, and materials.

- **Change Order 013 – BNSF Force Account II \$10,000.00**

There is approximately one year left on the project where BNSF requires specific work to be completed on their property. Examples include requiring the contractor to install security fencing. Staff is requesting that Council approve \$10,000 in force account funds for the remainder of the project.

- **Change Order 014 - Remaining Subgrade Force Account \$20,029.27**

In late 2021, the old hotel foundation walls were identified near BNSF abutment 1 and force account work as approved and paid to remove the walls that were in direct conflict. This work was done prior to knowledge of the full scope of the foundation issues. This change order moves costs for the subgrade issues from the minor changes item into its own change order.

- **Change Order 015 - Remaining Waterline Force Account \$4,875.70**

The project contractor and construction managing company disputed several issues related to previous waterline force account work. After a full investigation of the disputer, it was determined the contractor was correct. These disputed costs are included in the proposed change order.

- **Change Order 016 - Sales Tax from Change Order 011 \$1,239.36**

The City removed the sales tax on change order 011 due to a clerical error. Since waterline work should be taxed, this change order compensates the contractor for the appropriate amount of sales tax which should have been included in the previous approved change order.

- **Change Order 017 - Minor Changes 2022 Reconciliation \$19,041.80**

To track costs and ensure timely payment for small force account activities, they are typically tracked and paid under the minor change item. The costs in this change order have previously been paid, but this will move the costs incurred during 2022 into a new change order item to more easily identify these costs. This will also allow the Minor Change item to be used for up to \$25,000 of new minor items encountered during the project.

- **Change Order 018 - BNSF Bridge S3 Rebar Modification \$41,160.96**

On the BNSF Bridge, the planned S3 bars allowed for only 1/2" clearance between the bar and the bottom of the block out of the barrier. JUB has issued a change to have Cascade Bridge refabricate new bar so that there is a min of 2" concrete cover. This change order covers the cost to refabricate 4,488 S3 dowel bars, and remove and replace the 1,264 S3 bars already installed. Schedule impacts for this have not been quantified yet and will be addressed on a later change order if determined valid.

- **Change Order 019 – SEW Subsurface Delay \$848,788.71**

When excavating for Structural Earth Walls 1, 2, 3, 4, 7 and 8, the Contractor discovered: unstable soil, foundation walls from the previous structure, tunnels and staircases, abandoned fuel tanks, and significant amounts of debris. Upon consulting with JUB and GPI (Geotech firm), the City approved Cascade Bridge to proceed on force account to remove debris and improve the subgrade in the area below the walls. The City has agreed to extend the contract time by 60 days due to these issues, with 57 days being compensable.

- **Change Order 020 - Modification to Girder Sweep Means and Methods \$77,192.65**

BNSF stated that they will not allow a girder with a horizontal sweep out of tolerance to be set and remediated after placement. To reduce the risk of a girder being out of tolerance at the time of placement, Cascade Bridge modified their means and methods planned at bid time to include pre-measuring the girder sweeps before the

track window, to ensure all girders were in tolerance. This change order covers the cost of the pre-measurement of the girder sweeps; the cost and time was tracked as force account.

- **Change Order 21: Modified Approach Slab – Sleeper Slab and Strip Seal \$256,825.00**

This is a design error. JUB realized in late 2022 that they had designed the wrong style of approach slab for the BNSF bridge and reissued several sheets. The change reduces the length of the approach slab, adds a sleeper slab, changes the expansion joint type, and modifies the flexible coupling in the barrier. While the amount shows \$256,825.00, this does not take into account that the original bid item for the BNSF approach slab, A-055, will be marked as NO PAY on the estimate, as per direction from the City.

- **Change Order 022 – BNSF Security Fence \$20,000.00**

This change order creates a force account pay item to reimburse the contractor for the costs of renting, placing, and maintaining security fencing per BNSF direction.

- **Change Order 023 – BNSF Bridge No. Signs \$1,855.51**

The costs included in CO 023 are to fabricate and install two BSNF required signs on the Lewis Street Overpass Bridge. The signs include the required DOT crossing number and will be mounted on the outside of the pedestrian barrier directly over one of the BNSF tracks.

- **Change Order 024 – Modified BNSF Water Service \$142,321.41**

The costs included in CO 024 are to install a modified water service for BNSF. Due to the large water service, the new 8" water service meter will require a heated enclosure. This enclosure requires new electrical work including service panels, junction boxes, and other associated electrical improvements.

- **Change Order 025 – SEW Redesign Delay and Damages \$997,699.01**

This change order compensates the contractor for time impacts associated with SEW wall redesign efforts. In SL-066, Cascade Bridge provided a "half-step" schedule delay analysis which concluded a total of 127 working days were added due to SEW-related efforts. Following receipt of this serial letter, the City of Pasco performed an independent schedule delay analysis with the same "half-step" analysis. The analysis concluded a total delay of 119 working days, with 67 days deemed compensable and 52 days deemed non-compensable.

- **Change Order 026 – SEW Wall Design Revision \$566,769.00**

This change order compensates the contractor for impacts associated with SEW wall redesign efforts. The contractor requested a change order be issued to compensate them for item A-38 (Structural Earth Wall) and A-167 (Gravel Borrow for SEW Incl. Haul), which they believe were materially changed due to the SEW wall redesign. The City recognizes a change within item A-38 and will be issuing an equitable adjustment to compensate the contractor for this item. The City does not recognize a change to Item A-167.

- **Change Order 027 – Traffic Control items for added Phase 1A and temporary barrier \$45,600.00**

The costs included in CO 022 are the added traffic control for Phase 1A, which includes; cones, barrels, barricades, temporary dotted white line, temporary Class A signs, added survey, added engineering, and added project management. The labor needed to install and maintain traffic control will be tracked and paid under existing bid item A-133 Other Traffic Control Labor. Labor to install the temporary Class A signs are included. Bid item A-132 Flaggers will be used as required and paid under the existing bid item. In addition, the temporary barrier included shall be paid under the existing bid item A-111.

- **Change Order 028 – Thickened Edge Treatment, \$19,792.64**

This change order compensates the contractor to fabricate and install additional pedestrian guardrail and construct sidewalk with a thickened edge. Project plans originally identified a portion of the pedestrian guard rail

as chain link fencing; however, this segment needs to be pedestrian guardrail. In order to have the necessary structural foundation for the handrail, a thickened edge is required on the back edge of the sidewalk.

- **Change Order 029 – Revised Joint Utility Trench, \$6,985.00:**

The costs included in CO 029 are to relocate several utility vaults and revise the utility trench to accommodate new conduits for Lumen, Charter, and FPUD required to connect to their existing system. Conduits and electrical vault materials were provided by the utilities. This also includes transportation costs for the contractor to pick up the electrical vaults which are being supplied by FPUD and deliver them to site.

- **Change Order 030 – Infiltration Trench \$3,117.81:**

The costs included in CO 030 are to relocate storm drainage facilities. In 2022, the project team discovered there had been basements constructed below the sidewalk at the intersection of 2nd Ave and Lewis Street. Because of this issue, portions of the storm drainage facilities have been revised and relocated to avoid excavation immediately adjacent to the building basement walls.

- **Change Order 031 – Revised Irrigation Plan \$4,717.35:**

The costs included in CO 031 are to revise the irrigation plan to reroute and upsize service to the landscaping between the bridges.

- **Change Order 032 – Revised FPUD Trench, \$10,487.14:**

During construction it was determined the existing FPUD trench would need to be extended to connect into FPUD's system at a different location than originally planned. FPUD provided materials related to this change order which were installed by the project contractor.

- **Change Order 033 – Extra Survey Cost, \$1,587.00:**

This change order compensates the contractor to bring a licensed surveyor back to the project site to re-survey several project features which were incorrectly identified on the plans.

- **Change Order 034 – Paper Joints (West), \$3,680.00:**

The costs included in CO 034 compensate the contractor to construct paper (temporary) joints on the west side of the project. These joints were added to allow the contractor to place a final top lift near the end of construction and avoid nearly one year of construction traffic.

- **Change Order 035 – Additional Sealant, \$14,657.98:**

The costs included in CO 035 compensate the contractor for adding additional sealant to the railroad screening. At locations of stitch welds, the fabricator notified the City that an additional coating was needed to ensure no long term corrosion of the railroad screening at these weld locations. This clear coating was applied to the weld areas of 48 panels of railroad screening and is compatible with the remainder of the coating system.

- **Change Order 036 – Phase 1B, \$27,133.28:**

The costs included in the CO036 compensate the contractor for additional costs associated with the closure of Lewis Street while moving traffic from the existing underpass to the overpass. These costs supplement Change Order 027, which provided additional traffic control costs for phase 1A.

- **Change Order 037 – Railroad Screening Gap, \$134,368.20:**

This change order added bid items CO037. This change order is the result of an incorrect RFI response during the shop drawing process to allow gaps up to four inches wide. BNSF requirements only allow gaps up to two inches. This item is compensation for the contractor to fabricate, coat, and install new painted 3/8" thick flat steel bar to decrease the gap between the railroad screening and the top of bridge barrier to reduce the gap within the allowable BNSF specifications.

- **Change Order 038 – Sawcut Salvaged Barrier, \$5,340.72:**

This change order adds bid items CO038 - Sawcut Salvaged Barrier. The project plans required the contractor to remove a section of historic barrier for the project and deliver the segment to the City shop for storage. Upon removing the segment of barrier, the base section was much thicker than anticipated. The contractor is prepared to deliver the barrier to the designated location; however, the barrier is heavier than any of the City equipment can lift. This change order will sawcut off a large portion of the footing (which is not aesthetic) so City equipment can unload the barrier.

- **Change Order 039 - Minor Change Reconciliation April 2024, \$17,183.44**

This change order adds bid item CO039 which increases the project budget to account for miscellaneous force account/minor changes through April 2024 and frees up additional budget for up to \$25,000 of minor changes to be completed on the project.

- **Change Order 040 – Striping Removal RFI 147, \$3,047.50**

This change order adds bid items CO040 - Striping Removal (RFI 147). This item compensates the contractor for removing additional striping identified in RFI 147.

- **Change Order 041 – WSP Office Trailer Rental, \$12,100.40**

This change order adds bid items CO041. This item shall be full compensation for additional office trailer rent to the end of the 2024 calendar year, paid monthly.

- **Change Order 042 – Irrigation Controller Substitution, \$6,049.51**

This change order adds bid items CO042 – Irrigation Controller Substitution. The project specifications called out a specific irrigation controller which appears to have been discontinued before the project was under contract. The equivalent irrigation controllers are substituted, but prices have risen considerably since bid time. This compensates the contractor for the increased costs of the substituted controller.

- **Change Order 043 - Neppel Electric Escalation, \$204,432.61**

This change order adds bid items CO043. This item is full compensation for additional subsistence, and escalation on Labor, material, and equipment due to the extended duration of the project beyond the original contract days.

- **Change Order 044 – Heritage Landscaping Escalation, \$72,621.21**

This change order adds bid items CO044. This item is full compensation for escalation on Labor, material, and equipment due to the extended duration of the project beyond the original contract days.

- **Change Order 045 – Purcell Painting Escalation, \$2,700.02**

This change order adds bid items CO045. This item is full compensation for escalation on labor, material, and equipment due to the extended duration of the project beyond the original contract days.

- **Change Order 046 – Cutting Edge Escalation, \$6,424.13**

This change order adds bid items CO046. This item is full compensation for escalation on labor, material, and equipment due to the extended duration of the project beyond the original contract days.

- **Change Order 047 – KLB Escalation, \$52,109.49**

This change order adds bid items CO047. This item is full compensation for additional subsistence, and escalation on Labor, material, and equipment due to the extended duration of the project beyond the original contract days.

- **Change Order 048 – Inland Asphalt Escalation, \$208,520.50**

This change order adds bid items CO048. This item is full compensation for additional subsistence, and escalation on Labor, material, and equipment due to the extended duration of the project beyond the original contract days.

- **Change Order 049 – Adjust Catch Basins (RFI-132), \$5,383.09**

This change order adds bid item CO049. This item shall be full compensation for Labor, material, and equipment required to adjust all catch basins per RFI-132.

- **Change Order 050 – Waterline Casing Epoxy Joints, \$17,618.95**

This change order adds bid items CO50-1 and CO50-2. This item shall be full compensation for all on labor, material, and equipment to epoxy coat the welds on the 20-inch and 30-inch waterline casings as required by updated BSNF standards.

- **Change Order 051 – Negotiated Change Order Resolution, \$1,935,000**

This change order represents a negotiated resolution to outstanding claims through April 2024. Per the negotiations, the contractor will be provided with the necessary days to complete the project and will represent a clear-all to all issues on the project prior to this date.

- **Change Order 052 – BNSF Security Fencing, \$24,937.35**

This change order adds security fencing required along BNSF property. The fencing was removed for construction activities and per the BNSF Overpass Agreement, it must be restored. 415 LF of 8' tall fencing will be constructed in accordance with BNSF requirements. This is full compensation for all labor, equipment, materials, and incidentals.

- **Change Order 053 – Valley Gutter Additions, \$29,349.82**

This change order adds bid items CO053-A58, CO53-5, CO53-6, and CO53-7 which address a low spot along Main Street which does not have storm drainage. During recent storm events, there is a significant amount of stormwater held on the east side of the road which extends onto private property. This item regrades the area, adds valley gutter, and repaves the removed asphalt. This is full compensation for all labor, equipment, materials, and incidentals; however, the City has agreed if the effort to regrade the area exceeds one day, the additional time required to complete the work will be completed under force account. This was agreed upon due to a dispute in how long the regrading effort would take.

- **Change Order 054 – BNSF Underpass Delay, \$227,337.28**

This change order adds bid items CO054-1, CO054-2, and CO054-3, and provides the contractor with 24 additional working days to account for delays caused by BNSF. Bid Item CO054-1 compensates the earthwork subcontractor, KLB Construction, for the costs incurred from demobilizing and remobilizing to the site during the BNSF delays. Bid Item CO054-2 compensates the contractor for delays related to material testing requirements, which were not communicated to the City until the day work was set to begin on filling material in the Underpass. The late notice and duration of required tests caused significant delays. Bid Item CO054-3 addresses the delays caused by BNSF's extended submittal review period. Although the contractor provided all required project submittals on time, BNSF's review took longer than the contractual period allowed in the contract specifications, resulting in a project delay. The City has a contractual obligation to provide responses to the contractor's submittals within a specified timeline. However, the additional time required by BNSF impacted the contractor's ability to move forward with the work. This change order includes full compensation for the escalation of labor, materials, and equipment costs that resulted from the extended project timeline due to these delays.

- **Change Order 055 – 1st Avenue Waterline Addition, \$74,295.37**

This change order introduces bid items CO055-1 and CO055-2, which include replacing the waterline on 1st Avenue south of Lewis Street and adding asphalt paving over the newly installed waterline where previously not anticipated. The replacement of this waterline was not originally part of the project; however, it was discovered that the existing waterline would have less than the required 4 feet of cover. Additionally, the City identified that this section of the waterline has lead joints, which are prone to failure when disturbed. Given these factors, there is concern that a failure may occur soon after the asphalt is placed. This change order accounts for full compensation, covering escalation in labor, materials, and equipment costs.

- **Change Order 056 – Additional Survey – EL Line (RFI 180), \$3,212.00**

This change order adds bid item CO056, which compensates the contractor for resurveying a portion of the roadway that was modified to address storm drainage concerns. This item covers full compensation for labor, materials, and equipment related to the resurveying required on the EL line, as a result of the response to RFI 180.

- **Change Order 057 – Additional Contract Time CO55 and CB-191, \$0.00**

Change Order 057 adds fourteen non-compensable working days to the contract to account for time impacts associated with previously approved Change Order 055 and the utility conflict identified in serial letter CB-191. The added days reflect the additional time required to complete the First Avenue waterline work included in Change Order 055, as well as the delay encountered when the contractor was required to stop work and evaluate the unforeseen utility conflict documented in serial letter CB-191. This change order provides time only and includes no monetary compensation.

- **Change Order 058 – Quantity Reconciliation, (\$710,772.50)**

Change Order 058 provides the final reconciliation of contract quantities based on measured and verified field quantities at project completion, including all necessary additive and deductive adjustments to align payment quantities with the actual work performed. This change order also includes additional compensation for sales tax changes that occurred during the project related to the contractor's use tax obligations on permanently incorporated materials. This change order represents full and final compensation for both the quantity reconciliation and the sales tax adjustment.

AGENDA REPORT

FOR: City Council March 12, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: *Resolution No. 4723 - Resolution Setting Public Hearing for Assumption of Powers of the Pasco Transportation Benefit District (30 minute staff presentation)

I. ATTACHMENT(S):

Resolution
Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4723, setting a public hearing regarding the City's intended assumption of the Pasco Transportation Benefit District pursuant to Chapter 36.74 RCW.

III. FISCAL IMPACT:

Revenue Street Fund - \$2.3 million

The Street Fund, which covers personnel, equipment, and materials for city roadway infrastructure operation and maintenance, has faced a growing structural financial deficit for a long time. While primary revenues like utility taxes and fuel taxes have remained stagnant for a decade, operating expenses continue to rise. Additionally, the number and extent of roadways owned and operated by the City has grown.

To manage this gap, starting in 2017, City shifted internal crews to projects funded by the Street Overlay Fund. While this maintains financial stability, it creates an operational trade-off; staff are diverted from core tasks such as:

- Pothole repair and crack sealing.
- Striping and traffic safety markings.
- Ice and snow removal.
- Traffic calming.

Before 2017, City mostly utilized private contractors for overlay work to keep the small municipal crews focused on these essential services. While the General Fund has occasionally provided subsidies to bridge the gap, current budget constraints make this support increasingly difficult to sustain. City's 2025-2026 budget was prepared with Street Fund slated to be in deficit by nearly \$600 thousand.

IV. HISTORY AND FACTS BRIEF:

Background:

A Transportation Benefit District (TBD) is a state-authorized, special-purpose district created to fund transportation improvements within a defined area. The Washington State Legislature authorized the formation of TBDs under RCW 36.73 in 1987, with the intent of providing cities and counties with tools to fund critical transportation investments not covered by traditional revenues.

As of 2024, 124 cities across Washington have established TBDs. These include nearby jurisdictions such as:

- City of Richland (established 2017), which collects \$20 vehicle license fee; recently revised to 0.1% sales tax.
- City of Kennewick (established November 2024), which implements a 0.1% sales tax.
- City of Prosser (established 2009), which adopted a \$25 vehicle license fee.
- City of Walla Walla (established 2011), which authorized a 0.2% sales tax.

TBDs allow for flexible, locally controlled funding options such as:

- A vehicle license fee of up to \$50 (incrementally adopted without voter approval).
 - \$20 can be imposed immediately.
 - \$40 can be imposed after \$20 has been in effect for 24 months.
 - \$50 can be imposed after \$40 has been in effect for 24 months.
- A sales tax of up to 0.1% approved by the governing board (if the TBD covers the entire jurisdiction).
- A sales tax above 0.1%, or other revenue measures, subject to voter approval.

Most cities that have formed a TBD have also passed a subsequent ordinance to "assume" the powers of the TBD, allowing the City Council to govern it directly without needing a separate governing body or meetings.

Impacts (Other than fiscal):

The funds generated must be used for transportation improvements identified

in local, regional, or state transportation plans, including but not limited to roadway preservation, safety preservation, safety projects, non-motorized improvements, and transit-supportive infrastructure.

Council established Pasco Transportation Benefit District on February 17, 2026. Council has directed staff to move forward with next steps including assumption of powers of the district to facilitate efficient decision making.

V. DISCUSSION:

Recommendation:

Staff recommends the approval of resolution as presented. This resolution sets a date and time for a public hearing on the assumption of powers of the Pasco Transportation Benefit District, as required under Chapter 36.74 RCW, prior to Council taking action to assume those powers.

Next Steps:

- 4/6 to 4/20 - City Clerk publishes and posts required public notice of the assumption hearing in accordance with state law.
- 4/20 - Public hearing is held at the date and time specified in the resolution.
- 4/20 - Following the hearing, if Council determines it is in the public interest, Council adopts a separate ordinance assuming all rights, powers, functions, and obligations of the Pasco Transportation Benefit District.
- Upon assumption, the TBD no longer exists as a separate legal entity. City Council assumes the role of TBD governing body.
- 5/4 - Council considers ordinance to add the additional sales and use tax to generate revenue to fund TBD.

Constraints:

- Once the sales tax is imposed, it is expected to take 6-9 months for the tax to be implemented.

Alternatives:

- **Do not approve the resolution at this time.** Council may choose to delay setting the public hearing. This would delay the full TBD activation process and further extend the timeline before any transportation revenue could be collected. This alternative does not eliminate the TBD, which was already formed by ordinance.
- **Maintain the TBD as a separate governing entity without assumption.** Council may opt not to assume TBD powers and instead operate the TBD as an independent governing body. This is less common and results in additional administrative and reporting burdens, including separate annual financial reports and potential separate

audits.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
SETTING A PUBLIC HEARING REGARDING THE CITY’S INTENDED
ASSUMPTION OF THE PASCO TRANSPORTATION BENEFIT DISTRICT
PURSUANT TO CHAPTER 36.74 RCW.**

WHEREAS, On February 17, 2026, City Council of the City of Pasco adopted Ordinance No. 4816 creating the Pasco Transportation Benefit District (“Pasco TBD”) with the same boundaries as the City limits, in accordance with Chapter 36.73 RCW; and

WHEREAS, Chapter 36.74 RCW authorizes the City to assume the rights, powers, immunities, and obligations of the District; and

WHEREAS, the City Council intends to consider the assumption of the Pasco Transportation Benefit District coexistent with its boundaries and to exercise all rights, powers, immunities, and obligations of the Pasco Transportation Benefit District pursuant to Chapter 36.74 RCW.

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

Section 1. Intent. Pursuant to Chapter 36.74, it is the intention of the Pasco City Council to conduct public hearing concerning the assumption of the Pasco Transportation Benefit District and to exercise all rights, powers, functions, immunities, and obligations of the Pasco Transportation Benefit District pursuant of Chapter 36.74 RCW.

Section 2. Hearing. Pursuant to RCW 36.74.020, a public hearing is hereby set for **April 20, 2026**, to consider the assumption of the Pasco Transportation Benefit District coexistent with its boundaries and to exercise all rights, power, functions, immunities, and obligations of the Pasco Transportation Benefit District pursuant of Chapter 36.74 RCW.

Said public hearing shall be held in the **Council Chambers located at Pasco City Hall, 525 North 3rd Avenue, Pasco, WA 99301 at 7:00 PM**, or as soon thereafter as this matter may be heard.

All persons interested may appear and be heard.

Section 3. Publication. Pursuant to RCW 36.74.020, this Resolution of intention shall be published at least two times during the two weeks preceding the scheduled hearing in the newspaper or newspaper of daily general circulation printed or published in the City in which the Pasco Transportation Benefit District is located.

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

PASSED by the City Council of the City of Pasco, Washington, on this day of _____, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Pasco City Council

Regular

April 6, 2026



TRANSPORTATION BENEFIT DISTRICT (TBD)

- Special Purpose District that funds transportation improvements within specific area.
- City Council serves as the governing board of the district, holding separate meeting as the TBD.
- City Council can decide to assume powers of TBD, so a different board is not needed.
- 124 cities in Washington state have adopted TBD.



REVENUE TYPES – Vehicle License Fee

- Up to \$50 can be implemented by majority vote of the governing board, but must be phased in over time:
 - \$20 can be imposed immediately.
 - \$40 can be imposed after \$20 has been in effect for 24 months.
 - \$50 can be imposed after \$40 has been in effect for 24 months (subject to referendum).
- Revenue projection for City - \$1.3M



REVENUE TYPES – Sales Tax

- 0.1% can be implemented by majority vote of the governing board.
- Additional 0.1% must be approved by a simple majority of voters.
- Revenue projection for City - \$2.3M



BENCHMARKS

Service	Vehicle License Fee	Sales Tax
Pasco	None	None
Kennewick		0.1%
Richland		0.1%
West Richland	None	None
Prosser	\$25	
Walla Walla		0.20%

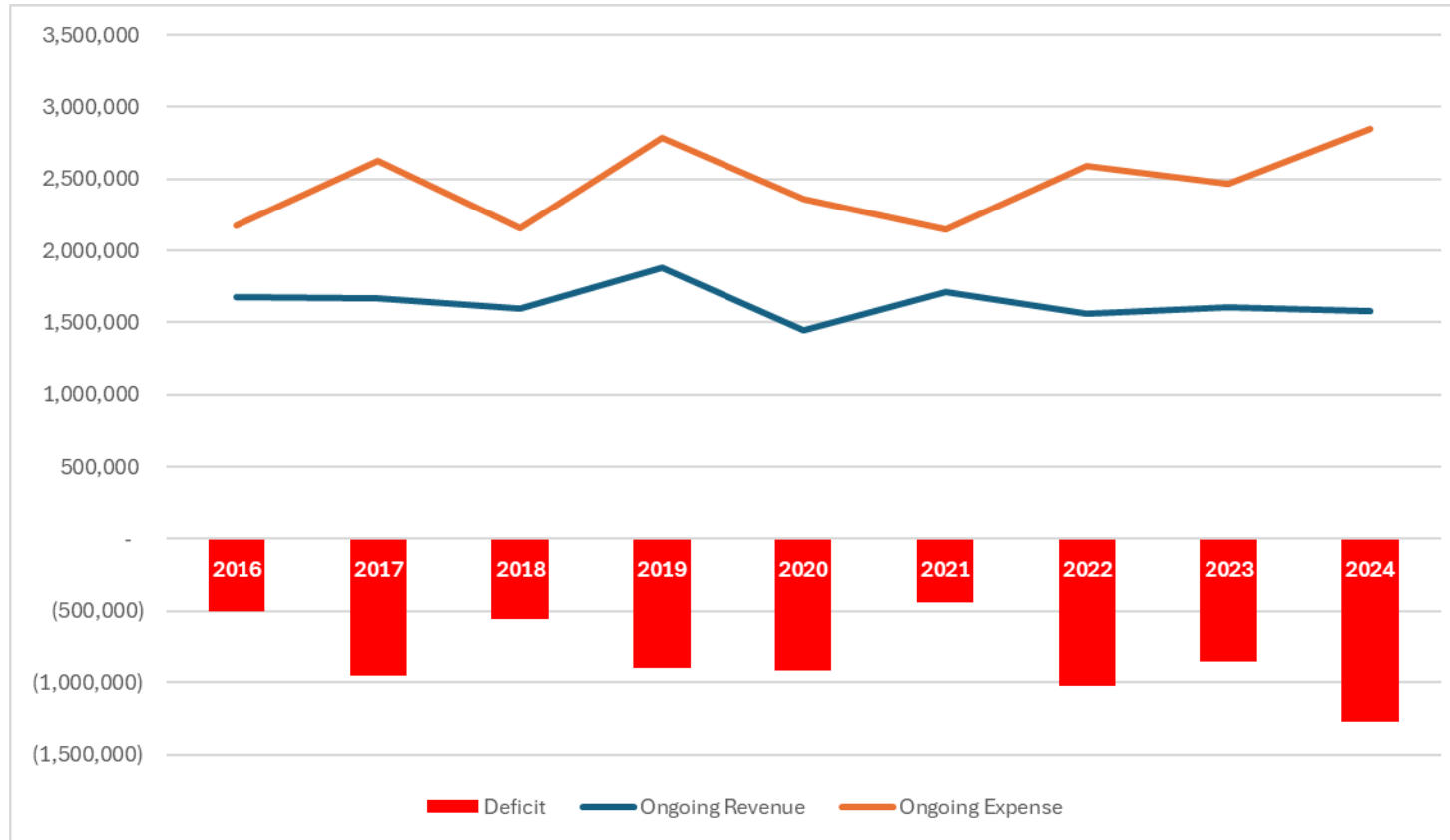


REVENUE NEED

- Street Fund:
 - Maintains City streets
 - Potholes
 - Chip seal
 - Striping
 - Traffic calming
 - Snow and ice removal
- External revenue has been stagnant in the last decade.
- Expenses have increased with high inflation overall and in construction sector.



REVENUE NEED



- Ongoing revenues like motor vehicle fuel and utility taxes.
- Deficit has been financed mostly by Overlay Fund financed projects.
- Overlay Fund cannot continue to sustain the Street Fund.
- Street crew are doing work that takes them away from their core mission.



GROWTH

- Road miles have grown by 23% since 2015 and 43% since 2010.
- Street crew size has remained unchanged since 2010 due to lack of funding.
 - Street crew got assigned small overlay projects to generate revenue for the fund.



ROAD CONDITIONS

- Current roads are in good condition mainly due to their age.
- Staff anticipates large portions of City pavement to degrade in the next 3-5 years without regular maintenance.
- Deferred maintenance is not a permanent savings; it is a financial liability.
 - Faster Deterioration
 - Safety Hazards
 - Increased Driver Costs
 - Reduced Service Quality



TBD - ACTION

- **Decision Points**
 - ~~Creation of the district~~
 - ~~Geographic boundary of the district~~
 - Resolution setting public hearing for City's intention to assume the powers of the TBD
 - Public Hearing and assumption of powers
 - Sales and use tax consideration

Effective 6-months after approval & notification to Department of Licensing and Department of Revenue.





Feedback

AGENDA REPORT

FOR: City Council March 30, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: *Resolution No. 4724 - Consideration of Waiver Related to PMC Section 9.40.020(e) for Special Event Application No. 44023 (5 minute staff presentation)

I. ATTACHMENT(S):

Resolution
Request for Approval from Applicant
2025 Resolution
PMC 9.40.020
Resolution 2879

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve the Resolution No. 4724, authorizing the limited used of liquor within a designated area at Memorial Park for special event application for 2026 Pride Festival at Memorial Park. Park.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

Background

2026 Tri-Cities Pride Pride Festival is being organized at Memorial Park from 8:00 AM to 6:00 PM on June 14, 2026. The organizers are going through the City's special events permit process. The event is open to public and the organizers desire to have a beer garden at the park.

The Pasco Municipal Code (PMC) Section 9.40.020 prohibits the possession and consumption of alcohol in any City park or recreational facility unless the applicant has secured a valid rental permit. One of the conditions (subsection e) mandates that events must be private and by invitation only, unless this

requirement is waived by the City Council via resolution. The applicants plan for the event to be open to the general public rather than a private or invitation-only event, triggering the need for Council consideration.

Staff reviewed the submitted request and determined that all other conditions of PMC Section 9.40.020 have been met, including banquet permit, increased rental fee, insurance, security, and liability requirements. The applicant now seeks a waiver of subsection (e) to allow alcohol service at an event open to the general public. Council has authorized administrative approval of liquor use at Peanuts Park, Farmer's Market and Wade Park during Water Follies via Resolution 2879.

Staff is working on a formal revision to PMC 9.40.020 to be presented at a future Workshop meeting. Among the updates under development, staff intends to recommend language that would authorize the Community and Economic Development Director to approve alcohol permits at any City park if part of the standard Special Event Permit process, streamlining special event process while maintaining cross-departmental safety review. This is a standard practice across most municipalities

Impact (other than fiscal)

Approval of the waiver can enable a licensed, community-focused public event to proceed with a controlled and professionally managed beer garden at Memorial Park. This supports the City's goals of inclusive community engagement and economic activity by allowing local small businesses to participate.

The beer garden area will be fenced, with ID checks and professional security at the entrance, located away from children's activity areas. Both the event organizer and licensed caterer are required adequate insurance including liquor liability coverage. These provisions minimize risk to the public and the City.

V. DISCUSSION:

Recommendation

Staff recommends that Council approve the attached resolution granting a waiver of PMC 9.40.020(e) for Special Event Application No. SE26-0107 to allow public attendance at the beer garden proposed for Memorial Park.

Constraints (time or other consideration)

The event is on June 14 and Council decision will impact event organizers ability to make alternative arrangements for alcohol service.

Next Steps

If the waiver is approved:

- The Community and Economic Development Director will issue the permit if all other conditions are satisfied.
- Staff will bring forward a Workshop item presenting recommended amendments to PMC 9.40.020, including the proposal to authorize the Planning Director to approve alcohol service at City parks through the Special Event Permit process.

Alternatives

1. Deny the waiver. The event may still proceed under all other provisions of the Special Event Application process, but without a beer garden open to the general public. The applicant would need to either cancel the beer garden component or restructure it as a private, invitation-only function.
2. Approve with additional conditions. Council may choose to approve the waiver subject to specific additional conditions beyond those already required by PMC 9.40.020 (e.g., capped capacity, additional security personnel, or modified operating hours for the beer garden).

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
WAIVING THE INVITATION-ONLY ATTENDANCE REQUIREMENT OF
PMC SECTION 9.40.020(1)(E) FOR THE RENTAL PERMIT ISSUED FOR
THE 2026 PRIDE FESTIVAL AT MEMORIAL PARK ON JUNE 14, 2026.**

WHEREAS, Pasco Municipal Code (PMC) Section 9.40.020(1)(e) requires that issuance of a rental permit for a City park or recreation building where liquor is opened, consumed, possessed, or displayed be limited to attendees who are specifically invited by name or are actual members of the applicant's organization; and

WHEREAS, PMC Section 9.40.020(1)(e) further provides that the City Council may, by resolution, waive such invitation-only requirement upon a showing by the applicant that special circumstances exist which merit such waiver and that adequate provisions have been made to accommodate the anticipated number of persons who will attend; and

WHEREAS, the applicant, Tri-Cities Pride, has submitted documentation demonstrating special circumstances warranting a waiver, including the following: the 2026 Tri-Cities Pride Festival is a large public community celebration open to the general public, the nature of which makes invitation-only attendance impracticable; the Festival is a nonprofit community event that serves a broad and diverse segment of the Pasco community; the City approved a beer garden for the same event in the prior year, which was operated safely and responsibly with no safety incidents, no reported injuries, and no issues related to alcohol service; and the beer garden provides a designated and monitored space for responsible alcohol consumption while supporting the financial sustainability of the Festival by helping offset costs associated with permits, safety infrastructure, accessibility accommodations, and event programming; and

WHEREAS, the 2026 Pride Festival is scheduled to take place at Memorial Park in the City of Pasco and the event organizers have requested authorization to include a designated beer garden as part of the permitted activities; and

WHEREAS, the City Council desires to ensure the safety, accessibility, and responsible use of City property, and therefore, wishes to waive requirements for the use of the designated area under specified conditions.

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

That the City Council hereby determines that the applicant's showing of special circumstances and the adequate provisions made by the applicant, as described in the recitals above, merit a waiver of the invitation-only attendance requirement of PMC Section 9.40.020(1)(e) for the rental permit to be issued for the 2026 Pride Festival at Memorial Park on June 14, 2026; and the City Council hereby waives said requirement pursuant to PMC Section 9.40.020(1)(e) for such rental permit., and

Be It Further Resolved, that the applicant must obtain the required rental permit from the City pursuant to PMC Section 9.40.020(1) and comply with all applicable conditions thereof, including but not limited to those set forth in PMC Section 9.40.020(1)(a) through (h), prior to the event.

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Dear City council and whom it may concern,

On behalf of Tri-Cities Pride, I would like to formally request approval to include a licensed beer garden at this year's Tri-Cities Pride Festival at Memorial Park.

Last year, the City approved a beer garden as part of our event, and we are proud to report that it was operated safely and responsibly throughout the entire festival. There were no safety incidents, no reported injuries, and no issues related to alcohol service. Our team worked closely with vendors, volunteers, and security staff to ensure that all alcohol service followed applicable regulations and that the environment remained safe and controlled for all attendees.

The beer garden contributed positively to the event by providing a designated and monitored space for responsible alcohol consumption while helping support the financial sustainability of the festival. As a nonprofit community event, these revenues help offset the significant costs associated with hosting a large public gathering, including permits, safety infrastructure, accessibility accommodations, and event programming.

Based on last year's successful experience, we believe we demonstrated our ability to manage alcohol service in a professional, responsible, and well-organized manner within a public park setting. For this year's festival, we plan to implement the same controlled approach, including proper licensing, age verification procedures, trained staff and volunteers, and a clearly defined beer garden area.

We respectfully request the City's approval to include the beer garden again this year so that we can continue providing a safe, welcoming, and well-managed community celebration.

Please let us know if there are any additional steps, documentation, or approvals needed to move forward with this request. We are happy to coordinate with the appropriate departments to ensure all requirements are met well in advance of the event.

Thank you for your time and for your continued support of community events in Pasco.

Sincerely,

Aisha Martin
President, Tri-Cities Pride

RESOLUTION NO. 4616

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE LIMITED USE OF LIQUOR WITHIN A DESIGNATED AREA AT MEMORIAL PARK FOR SPECIAL EVENT APPLICATION NO. 44023.

WHEREAS, the Pasco Municipal Code (PMC) Section 9.40.020(e) provides that the City Council may, by resolution, waive the requirement that issuance of rental permit for a City park or recreation building where liquor is open, consumed, possessed, or displayed is to be limited to either invite specifically named individuals or actual members of the applicant's organization; and

WHEREAS, the 2025 Pride Festival is scheduled to take place at Memorial Park in the City of Pasco and the event organizers have requested authorization to include a designated beer garden as part of the permitted activities; and

WHEREAS, the City Council desires to ensure the safety, accessibility, and responsible use of City property, and therefore, wishes to waive requirement for the use of the designated area under specified conditions.

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

That authorization is hereby granted for the possession and consumption of alcohol in a designated area at Memorial Park during on June 22, 2025, in accordance with the provisions of Pasco Municipal Code Section 9.40.020.

Be It Further Resolved, that the Parks and Recreation Director is authorized to issue the necessary facility rental permit for the event and to establish all terms and conditions related to alcohol service, including but not limited to security, insurance, sanitation, and compliance with applicable state and local regulations.

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

PASSED by the City Council of the City of Pasco, Washington, on this 16th day of June, 2025.

Signed by:


Pete Serrano
Mayor

ATTEST:
Signed by:


Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:
Signed by:


Kerr Ferguson Law, PLLC
City Attorneys

9.40.020 Consumption within park and recreation facilities prohibited without permit.

(1) It is unlawful to open a package containing liquor, or to possess or display an open container of liquor or to consume liquor in any City park or recreation buildings, facility or structures within the City without a current rental permit issued by the City. A rental permit may be issued upon application for such rental permit from the Administrative and Community Services Director of the City of Pasco or his designee. Such rental permit may be issued on the following conditions:

- (a) The applicant must produce evidence that he has a banquet permit from the Washington State Liquor Control Board;
- (b) Payment of rent in an amount 50 percent higher than the regular rental fee;
- (c) The applicant deposits a sum determined by the Administrative and Community Services Director to be sufficient to insure proper performance of cleanup by the applicant subsequent to the event for which the banquet and rental permit is issued and for payment of damages;
- (d) The applicant furnishes to the City evidence that he has in full force and effect a liability insurance policy that includes liquor liability, in such amounts and coverages as prescribed by the City's insurer covering any bodily injury or property damage arising out of or in any way connected with the use of the City facility by the applicant. A surety bond approved by the City in the same amounts may substitute for insurance;
- (e) The applicant must affirm in writing that the attendance at the function for which the rental permit is issued is not pursuant to a general invitation to the public, but pursuant to invitations to either specifically named individuals or to actual members of the applicant's organization; provided, that the City Council may waive this requirement by resolution upon a showing by the applicant that special circumstances exist which would merit such waiver, and that adequate provisions have been made to accommodate the anticipated number of persons who attend the function for which the rental permit is issued;
- (f) The applicant agrees that he or she will save the City of Pasco harmless from all losses or damage occasioned to him or her or to any third person or party by reason of any act or omissions of the applicant or anyone using the premises pursuant to the rental permit. He or she shall, after reasonable notice thereof, pay the expense of any suit which may be commenced against the City of Pasco by any third person alleging injury or loss by reason of such acts;
- (g) The applicant shall furnish written confirmation from the Chief of Police of the City of Pasco that adequate provision has been made by the applicant for police, security, and traffic control, considering the type of activity purposed by the applicant;
- (h) The applicant shall comply with all applicable fire codes and regulations.

(2) Any person violating this section shall be guilty of a Class 3 civil infraction and subject to the penalties imposed thereon by law. [Ord. 3757 § 1, 2006; Ord. 3495 § 1, 2001; Ord. 2333 § 1, 1982; Code 1970 § 9.20.020.]

The Pasco Municipal Code is current through Ordinance 4766, passed May 5, 2025.

Disclaimer: The City Clerk's office has the official version of the Pasco Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.pasco-wa.gov](http://www.pasco-wa.gov)

[City Telephone: \(509\) 544-3080](tel:(509)544-3080)

[Hosted by General Code.](#)

RESOLUTION NO. 2879

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, DESIGNATING ACCEPTABLE LOCATIONS FOR THE POSSESSION, DISPLAY OR CONSUMPTION OF LIQUOR SUBJECT TO CERTAIN REQUIREMENTS.

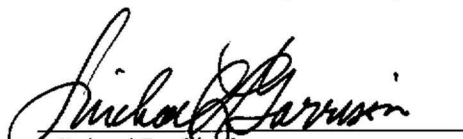
WHEREAS, Pasco Municipal Code Section 9.20.020 provides that the City Council may, by Resolution, authorize park and recreation and other enclosed or restricted areas for the lawful possession, display or consumption of liquor subject to the requirements of said section; and

WHEREAS, the City Council desires to designate acceptable locations for the possession, display or consumption of liquor; **NOW THEREFORE**,

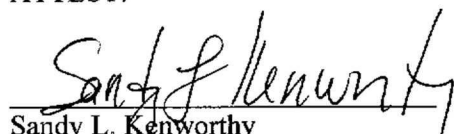
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCO:

1. The following locations are designated as acceptable, subject to the provisions of PMC 9.20.020, for the possession, display or consumption of liquor:
 - A. Peanuts Park
 - B. Farmer's Market
 - C. Wade Park (for the annual Water Follies event only)
2. The Director of Administrative and Community Services is authorized to issue permits for liquor use at the locations listed in Section 1 of this resolution pursuant to the provisions of PMC 9.20.020 and to waive the "specific individual" requirements of said section (e).
3. Applications for liquor use in Peanuts Park or the Farmer's Market shall be subject to the recommendation of the Pasco Downtown Development Association.
4. Any applicant who is aggrieved by the decision of the Director of Administrative and Community Services made pursuant to this resolution or PMC 9.20.020 may appeal to the City Council.
5. City of Pasco Resolution No. 2606 is hereby repealed.

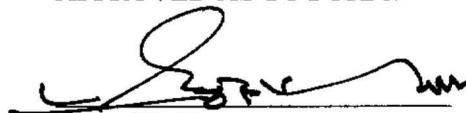
PASSED by the City Council of the City of Pasco this 20th day of June 2005.


Michael L. Garrison
Mayor

ATTEST:


Sandy L. Kenworthy
Deputy City Clerk

APPROVED AS TO FORM:


Leland B. Kerr
City Attorney

AGENDA REPORT

FOR: City Council March 27, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Maria Serra, Director
Public Works

SUBJECT: *Resolution No. 4725 - Irrigation Utility Transfer Agreement - SG Irrigation Services LLC (Barker Ranch Subdivision) (5 minute staff presentation)

I. ATTACHMENT(S):

Resolution
Exhibit A Irrigation Utility Transfer Agreement

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4725, authorizing the City Manager to execute the Irrigation Utility Transfer Agreement with SG Irrigation Services LLC.

III. FISCAL IMPACT:

Connection fees will be paid by the developer per PMC 3.35.220.
Customers of the Irrigation Utility system pay utility rates monthly; those revenues will contribute to the operation and maintenance of the system.

IV. HISTORY AND FACTS BRIEF:

Background

The Barker Ranch Subdivision is a residential development currently underway in the northwest area of the City.

When development of the Barker Ranch Subdivision commenced, the City's irrigation system was not available to serve the project. The developer constructed an irrigation system in accordance with City standards; however, initial service was provided through a Municipal and Industrial (M&I) Water Service Contract with the United States Bureau of Reclamation (USBR), as approved by the South Columbia Basin Irrigation District (SCBID). The subdivision was served by a private irrigation utility provider, SG Irrigation

Services LLC.

In mid-2025, the M&I agreement between the developer and USBR expired. During the final months of the 2025 irrigation season, the developer requested connection of the subdivision to the City's irrigation system.

New connections to the City's system were considered in the council approved rate structure including this subdivision as part of the anticipated customer projections for the utility.

Impacts (other than fiscal)

If the agreement is approved, the current irrigation infrastructure in the development will be dedicated to the city and the city will begin operations. A one-year warranty period will exist, during which any defects identified in the infrastructure would be the developer's responsibility to address. After the first year, the city would assume responsibility for ongoing maintenance of the system.

V. DISCUSSION:

Recommendation

Staff recommends the City Council authorize the City Manager to execute the Irrigation Utility Transfer Agreement with SG Irrigation Services LLC. This agreement establishes a clear framework for the developer to connect to the irrigation system and transfer the infrastructure to the City, ensuring residents of Barker Ranch Subdivision have access to the City-operated irrigation system.

Constraints

The agreement requires the developer to transfer sufficient water rights or make an in-lieu payment per PMC 13.15.030, within thirty (30) days of agreement execution; and pay irrigation connection fees per PMC 3.35.220 for each customer within thirty (30) days of execution.

In the absence of this agreement, SG Irrigation Services LLC has no irrigation source available to serve its customers, likely necessitating potable water to bridge the gap in supply.

Next Steps

Upon Council approval and execution of the agreement, the developer will proceed with the final connection to the system in accordance with City-approved plans and applicable City standards. City irrigation service will commence for Barker Ranch Subdivision residents.

Alternatives

1. Approve the agreement as presented. Recommended. Ensures City-irrigation service is available for Barker Ranch Subdivision residents, consistent with the long-term planning for this utility.
2. Request modifications to the agreement. Council may direct staff to negotiate specific changes before execution.
3. Reject the agreement. Not recommended. In this case, Council may provide direction on whether to serve the subdivision with potable water for irrigation purposes or deny service altogether.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE IRRIGATION
UTILITY TRANSFER AGREEMENT WITH SG IRRIGATION SERVICES
LLC

WHEREAS, the *Private Irrigation Utility Provider* serves approximately 115 acres of property in the Southeast quarter of Section 6, Township 09, Range 29, situated within Franklin County, Washington and as shown in EXHIBIT A, hereinafter referred to as “*Property*,” and has received and/or will receive preliminary plat approval for the development in all its phases; and

WHEREAS, the *Property* is situated within the *City*; and

WHEREAS, the *Private Irrigation Utility Provider* currently has a Municipal and Industrial (M&I) Water Service Contract from the United States Bureau of Reclamation (USBR), approved by the South Columbia Basin Irrigation District (SCBID), in the amount of 120 acre-feet per year, and these waters are piped to the *Property*; and,

WHEREAS, the *Private Irrigation Utility Provider* planned to use the SCBID contracted irrigation water delivery for lawn and landscape maintenance for the existing and proposed development; and

WHEREAS, the *Private Irrigation Utility Provider* is required to provide an irrigation system for the proposed development that meets the *City’s* Design and Construction Standards; and

WHEREAS, upon the completion of the required irrigation system and subsequent connection to the *City’s* irrigation system, the *Private Irrigation Utility Provider* wishes to dedicate the irrigation infrastructure, excluding the pump infrastructure; and

WHEREAS, separate and apart from this agreement, the *City* is currently working with USBR and SCBID on a plan to provide an additional source of irrigation water to be added to the *City’s* irrigation system to serve residents in the northwest area of the *City* including the subject *Property*; and

WHEREAS, upon completion of the *City’s* irrigation infrastructure associated with supplying USBR/SCBID M&I water to the *Property* and connecting to the *City’s* irrigation system by the *Private Irrigation Utility Provider*, the *City* will take ownership of the proposed irrigation system constructed by the *Private Irrigation Utility Provider* for the residential development on the subject *Property*, and, after final plat approval and connecting to *City’s* irrigation system, *Private Irrigation Utility Provider* must remove the pump infrastructure necessary to serve the *Property* only after connecting to the *City*

irrigation system and disconnect potable water system from irrigation system, if it exists;
and,

WHEREAS, the parties agree the dedication of irrigation infrastructure, payment of connection fees and assignment of the water rights are necessary and proportionate to the anticipated impacts of the proposed development and satisfied the preliminary plat condition to ensure the *Property* has the necessary irrigation water and infrastructure.

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 Utility Transfer Agreement with SG Irrigation Services LLC, and

Be It Further Resolved, that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said Financing Agreement on behalf of the City of Pasco, and

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

FILED FOR RECORD AT REQUEST OF:

City of Pasco

WHEN RECORDED RETURN TO:

City of Pasco, Washington
525 North 3rd
Pasco WA 99301

IRRIGATION UTILITY TRANSFER AGREEMENT

THIS IRRIGATION UTILITY TRANSFER AGREEMENT entered into this ____ day of _____, 202_, by and between SG Irrigation Services LLC, hereinafter referred to as "*Private Irrigation Utility Provider*," and the City of Pasco, Washington, a Municipal Corporation, hereinafter referred to as "*City*."

WHEREAS, the *Private Irrigation Utility Provider* serves approximately 115 acres of property in the Southeast quarter of Section 6, Township 09, Range 29, situated within Franklin County, Washington and as shown in EXHIBIT A, hereinafter referred to as "*Property*," and has received and/or will receive preliminary plat approval for the development in all its phases; and

WHEREAS, the *Property* is situated within the *City*; and

WHEREAS, the *Private Irrigation Utility Provider* currently has a Municipal and Industrial (M&I) Water Service Contract from the United States Bureau of Reclamation (USBR), approved by the South Columbia Basin Irrigation District (SCBID), in the amount of 120 acre-feet per year, and these waters are piped to the *Property*; and,

WHEREAS, the *Private Irrigation Utility Provider* planned to use the SCBID contracted irrigation water delivery for lawn and landscape maintenance for the existing and proposed development; and

WHEREAS, the *Private Irrigation Utility Provider* is required to provide an irrigation system for the proposed development that meets the *City's* Design and Construction Standards; and

WHEREAS, upon the completion of the required irrigation system and subsequent connection to the *City's* irrigation system, the *Private Irrigation Utility*

Provider wishes to dedicate the irrigation infrastructure, excluding the pump infrastructure; and

WHEREAS, separate and apart from this agreement, the *City* is currently working with USBR and SCBID on a plan to provide an additional source of irrigation water to be added to the *City's* irrigation system to serve residents in the northwest area of the *City* including the subject *Property*; and

WHEREAS, upon completion of the *City's* irrigation infrastructure associated with supplying USBR/SCBID M&I water to the *Property* and connecting to the *City's* irrigation system by the *Private Irrigation Utility Provider*, the *City* will take ownership of the proposed irrigation system constructed by the *Private Irrigation Utility Provider* for the residential development on the subject *Property*, and, after final plat approval and connecting to *City's* irrigation system, *Private Irrigation Utility Provider* must remove the pump infrastructure necessary to serve the *Property* only after connecting to the *City* irrigation system and disconnect potable water system from irrigation system, if it exists; and,

WHEREAS, the parties agree the dedication of irrigation infrastructure, payment of connection fees and assignment of the water rights are necessary and proportionate to the anticipated impacts of the proposed development and satisfied the preliminary plat condition to ensure the *Property* has the necessary irrigation water and infrastructure.

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

1. **Private Irrigation Utility Provider Obligations.** Private Irrigation Utility Provider shall:

A. Provide the complete design of all *City* required improvements for private development including the proposed irrigation infrastructure improvements by a Professional Engineer registered to practice engineering in the State of Washington. All work shall be in accordance with the current *City* requirements, and standards and specifications, including any applicable or referenced State and Federal requirements and standards. The engineering design, construction plans, and specifications shall be submitted to the *City* for review and/or approval at the final stages of design.

B. From the design, as approved by the *City*, construct all required irrigation infrastructure improvements in accordance with applicable City, State, and Federal standards and specification requirements.

C. Be responsible for all costs of the project including but not limited to expenses relating to engineering, design, administration, legal, materials, labor, permits, reviews, inspections and/or approvals from all applicable jurisdictions, and any other project-related costs.

D. Be responsible for transferring sufficient water rights to serve with irrigation the development (or corresponding phases of it) or, providing in lieu payment for such amount in accordance with PMC 13.15.030, within thirty (30) days of execution of this contract.

E. Be responsible for irrigation connection fee payment as stated on PMC 3.35.220 for each individual customer of the *Private Irrigation Utility Provider*. Payments shall be made within thirty (30) days of execution of this contract.

F. Obtain and/or execute all necessary documents, permits, easements, agreements, and checklists necessary for the permitting, construction, and conveyance of all required irrigation infrastructure improvements described above and for the performance of this Agreement.

2. **City Obligations.** *City* shall:

A. Upon satisfactory completion and inspection of the irrigation improvements, and satisfactory connection to the *City's* irrigation supply system, accept the dedication of the irrigation infrastructure improvements, accept ownership and begin operation of the system. Maintenance responsibilities will be transferred effectively 1 year after operation of the system by the *City* began.

3. **Term.** This Agreement shall be effective commencing on the _____ day of _____, 2026, and all improvements, conveyances, and obligations of the parties with regard to the present agreement, shall be completed on or before the _____ day of _____, 2026.

4. **Plat Phasing.** Obligations as they pertain to the irrigation water delivery system is allowed to be phased consistent with any plat phasing which might be approved for the development. Nothing herein shall be interpreted to limit the ability of the *Private Irrigation Utility Provider* to transfer a quantity of water greater than that necessary to serve the phase for which final plat approval is sought, and any amount transferred in excess of the quantity necessary to serve a phase may be counted towards satisfaction of *Private Irrigation Utility Provider's* obligation to provide water for future phases.

5. **Authority to Approve Agreement.** The parties represent and warrant that all steps necessary for the approval of this Agreement have been completed by:

A. SG Irrigation Services LLC
Jennifer Parker Controller
105609 Wiser Way
Kennewick, WA 99352

B. City of Pasco
Harold Stewart
City Manager
525 N 3rd Avenue
Pasco, WA 99301

The officers signing below are authorized to do so and the execution of this Irrigation Utility Transfer Agreement is valid and binding for all purposes.

6. **General Provisions.**

A. This Irrigation Utility Transfer Agreement constitutes the entire agreement between the parties, and no prior oral or written agreement shall be valid, and any modifications of this Agreement must be in writing signed by all parties.

B. This Irrigation Utility Transfer Agreement shall be binding on the parties, and their heirs, successors and assigns.

C. For the purpose of this Agreement, time is of the essence.

7. **Dispute Resolution.** In the event of a dispute between the parties regarding the interpretation, breach, or enforcement of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute by themselves or with the assistance of a mediator. The remaining dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with all parties waiving the right of a jury trial upon de novo review, with the substantially prevailing party being awarded its reasonable attorney fees and costs against each other. The parties stipulate that Franklin County Superior Court is the appropriate venue, should judicial relief be required. Any disputes shall be governed by the laws of the State of Washington.

8. **Mutual Cooperation and Further Agreements.** The parties agree to cooperate in good faith, with regard to each and every aspect required for the completion of the construction of the irrigation water infrastructure improvements which are the object of this Agreement and the transfer of property, and to further sign

all documents, deeds, and permits that are reasonably necessary to accomplish the purposes of this Agreement.

DATED this _____ day of _____, 202_.

City of Pasco, Washington:

By: _____

Title: _____

City Manager
City of Pasco
525 N. 3rd Avenue
Pasco, WA. 99301

STATE OF WASHINGTON)
 : ss
COUNTY OF FRANKLIN)

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

GIVEN under my hand and official seal this _____ day of _____, 202 .

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

ATTEST:

City of Pasco City Clerk

APPROVED AS TO FORM:

City of Pasco City Attorney

PRELIMINARY

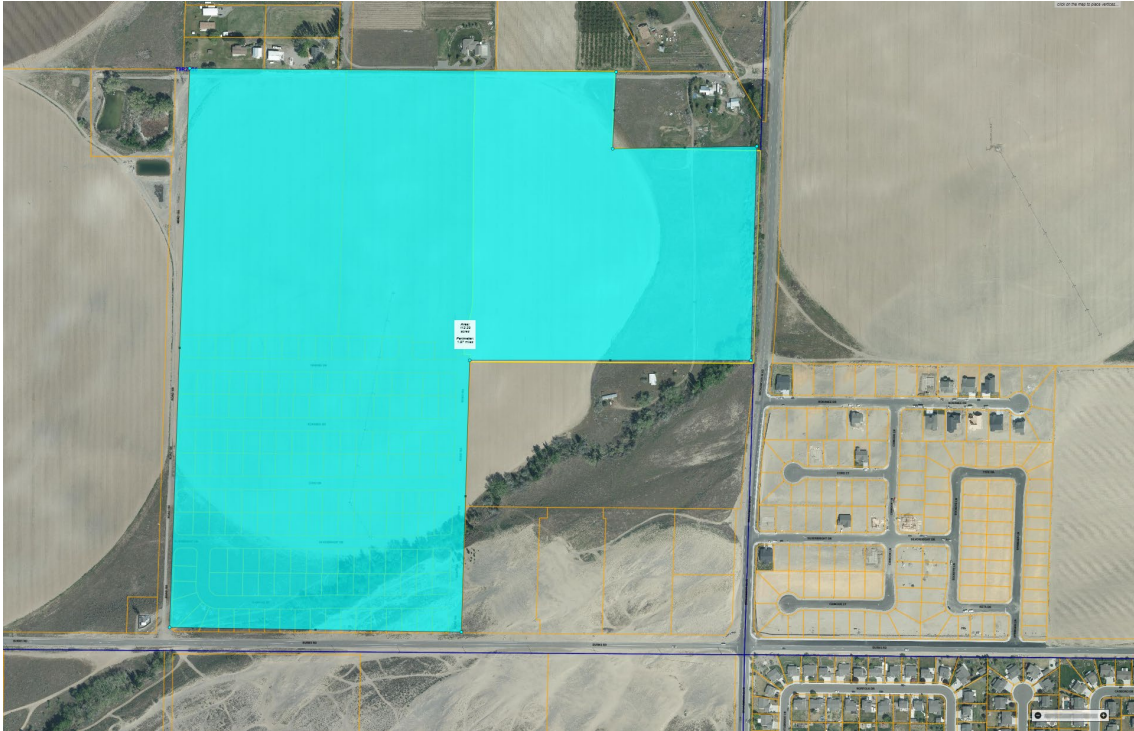
STATE OF _____)
) : ss
 COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the Private Irrigation Utility Provider, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 202_.

NOTARY PUBLIC in and for the State of Oregon
Residing at:
My Commission Expires:

EXHIBIT A
Private Irrigation Utility



AGENDA REPORT

FOR: City Council April 1, 2026

TO: Harold Stewart, City Manager City Council Regular Meeting: 4/6/26

FROM: Haylie Matson, Director
Community & Economic Development

SUBJECT: *Resolution No. 4726 - Setting Time and Date for a Public Hearing for a Right-of-Way Vacation-Harris Road ROW Vacation (VAC2026-001) (5 minute staff presentation)

I. ATTACHMENT(S):

Resolution
Vicinity Map
WSDOT Agreement 1045
WSDOT Agreement 0968
Right-of-Way Vacation Petition
Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4726, setting 7:00 PM on Monday, May 4, 2026, as the time and date for a public hearing to consider the vacation of the Harris Road Right-of-Way, between Road 103 and Broadmoor Boulevard, within the Broadmoor Area.

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

Due to a unique circumstance, the applicant's petition application requesting vacation of the following right-of-way will be provided by staff at the council meeting or in a newly published packed on Monday, April 6th.

Background:

On May 2, 1980, the Washington State Department of Transportation (WSDOT) and Franklin County entered into a turnback agreement, identified as "GM 1045," for the roadway known as "CC Line," as depicted on Exhibit A of

that agreement. This area includes the segment now proposed for vacation, which is affected by the City's planned realignment of Harris Road/Road 103. Under the agreement, the County conveyed the necessary right-of-way to WSDOT for construction of SR 182 and related improvements. The State assumed jurisdiction during construction, with jurisdiction and maintenance responsibilities transferred back to the County upon completion. The agreement also established long-term ownership and maintenance responsibilities for the roadway system.

In addition, a separate agreement (GM 0968), executed on May 23, 1980, addressed the construction of a pedestrian and bicycle trail within the same general area. Under that agreement, the State constructed the trail, after which the County assumed responsibility for maintenance. The State retained responsibility for structural elements and reserved the right to perform maintenance and recover costs from the County if maintenance obligations were not met.

The City subsequently annexed this area on January 5, 1981, through Ordinance No. 2388.

Dale Adams, on behalf of Broadmoor Properties, LLC, submitted a petition for vacation. The petition meets 100 percent of the required two-thirds threshold under PMC 12.40.020(2), as the right-of-way is associated with a single parcel, with a small portion abutting a WSDOT interchange. The petition will be provided at the meeting.

This segment of right-of-way is no longer necessary due to the realignment of Harris Road/Road 103, as approved by City Council through Resolution No. 4608 and currently being implemented by Public Works in coordination with adjacent property owners. A City irrigation line is located within the right-of-way, and a City water line is situated near the southern boundary near the future intersection. The City intends to retain easements for these utilities pursuant to PMC 12.40.080.

Impact:

At this time, the action before City Council is to set the date and time for a public hearing. If approved, the proposed vacation will be considered by Ordinance at the public hearing scheduled for May 4, 2026.

The proposed vacation will not result in any landlocked parcels or substantially impair access. All affected properties will retain both legal and physical access, including via the planned north/south Road 103 connection to Harris Road at the southwest corner of the subject property. The City also intends to retain easements for existing irrigation and potable water lines.

Although this portion of right-of-way has historically been used, the planned roadway network for the area has since been modified, and necessary connections will be provided through alternative alignments.

V. DISCUSSION:

Recommendation:

Staff recommends approval of this resolution to set the date and time for a public hearing on May 4, 2026, at which time the proposed vacation will be considered by Ordinance. This action supports the affected property owner and interested parties, while ensuring the City retains necessary easements as part of any subsequent Ordinance approval.

Constraints (Time or other considerations):

In accordance with PMC 12.40.040, the public hearing must be set not more than 60 days not any less than 20 days after the passage of this resolution.

Staff Analysis:

In evaluating the proposed right-of-way vacation, consideration has been given to the criteria outlined in PMC Section 12.40.070(1) through (4):

1. The proposed vacation will not adversely affect traffic accessibility or local circulation, as the right-of-way has been determined to be unnecessary by transportation professionals, former City Council and will be replaced by an alternative route connecting to Sandifur Parkway.
2. The right-of-way is not expected to be needed for future public transportation purposes, as an alternative route will be provided. However, the City will retain easements for the existing irrigation and potable water lines to ensure continued operation until such time as these facilities can be relocated or replaced.
3. No properties will be rendered landlocked, nor will access be substantially impaired. The subject property will maintain future access from Road 103, Sandifur Parkway, and potentially Broadmoor Boulevard, subject to WSDOT access restrictions or coordination for any necessary approvals.
4. The public need will not be adversely affected. In fact, the proposed vacation provides a public benefit by increasing the size and usability of the affected parcel. With the retention of necessary utility easements, the site will gain additional developable area and eliminate the existing roadway that currently bisects the property.

Pursuant to PMC 12.40.030, the City may waive certain submittal requirements, including a legal description, title report, and a signed agreement for compensation, in whole or in part. Specifically, the City may waive the survey requirement if the location and legal description are sufficiently known

(PMC 12.40.110, as referenced in PMC 12.40.030(b)); may waive the title report requirement pursuant to PMC 12.40.120(2), as referenced in PMC 12.40.030(c); and may require, or waive, a signed agreement for appraisal and compensation for the right-of-way proposed for vacation pursuant to PMC 12.40.120, as referenced in PMC 12.40.030(e).

Staff provides the following recommendations:

- **Legal Description / Survey:** Staff recommends waiving the survey requirement at this time; however, a survey will be required prior to the public hearing to support recording of the ordinance.
- **Title Report:** Staff recommends waiving the title report requirement. Through Resolution No. 4608, City Council determined the right-of-way is not essential for public traffic circulation, thereby supporting its potential for future vacation.
- **Compensation:** Staff recommends coordinating with WSDOT to determine whether compensation is applicable and, if so, to whom it should be paid. During the December 9, 2025 meeting, WSDOT indicated a potential interest in compensation; however, the turnback agreement does not explicitly address this. Pursuant to PMC 12.40.120(1)(a), the City Council may require compensation up to the full appraised value for right-of-way held for 25 years or more or acquired at public expense. This right-of-way was annexed more than 45 years ago. This matter will likely require review by the City Attorney.

Staff will work to resolve the legal description and compensation considerations prior to the public hearing scheduled for May 4, 2026 should this resolution pass.

Next Steps:

A public hearing is scheduled for May 4, 2026, at which time an ordinance will be considered to formally vacate this portion of the right-of-way, with provisions for retaining necessary easements.

Prior to the hearing, staff will complete required public notice, coordinate with the petitioner, WSDOT, and the City Attorney, and request their attendance.

Alternatives:

While PMC 12.40.070 does not explicitly outline criteria for denial, the City Council retains the authority to deny the proposed right-of-way vacation if supported by appropriate findings. Denial may impact the affected property owner and potential purchasers, limit the amount of developable land available, and result in an underutilized paved right-of-way remaining in place.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON
SETTING 7:00 PM, MAY 4, 2026, AS THE TIME AND DATE FOR A PUBLIC
HEARING TO CONSIDER THE VACATION OF HARRIS ROAD RIGHT-OF-
WAY BETWEEN ROAD 103 AND BROADMOOR BOULEVARD, WITHIN
THE BROADMOOR AREA.**

WHEREAS, from time to time in response to petitions or in cases where it serves the general interest of the City of Pasco, the City Council may vacate rights-of-way; and

WHEREAS, a petition for the vacation of Harris Road right-of-way between Road 103 and Broadmoor Boulevard, within the Broadmoor Area has been initiated by the City Council pursuant to Pasco Municipal Code (PMC) 12.40.020 (1); and

WHEREAS, the vacation process, by petition application, provided in the PMC Chapter 12.40 requires a survey, title report, an appraisal of value, and compensation unless waived by City Council; and

WHEREAS, the City may waive the requirements for a survey pursuant to PMC Section 12.40.110 if the location and legal description of the street or alley proposed for vacation is sufficiently known to the City such that an accurate legal description can be determined with certainty without a survey; and

WHEREAS, Harris Road between Road 103 and Broadmoor Boulevard, within the Broadmoor Area, is sufficiently known to the City such that a legal description is capable of being produced without the need for a survey; and

WHEREAS, pursuant to PMC Section 12.40.120, compensation for vacated rights-of-way, an appraisal and title report may be waived if one or more of the following are applicable: the vacation is initiated by Council resolution; the vacation is at the request of the City; the right-of-way to be vacated was previously determined by Council not to be essential to public traffic circulation and is available for vacation; the grant of a substitute right-of-way has value as a right-of-way at least equal to the right-of-way to be vacated; or the resulting benefit to the community of the project requiring vacation outweighs the appraised value of the right-of-way to be vacated; and

WHEREAS, the City staff is requesting that Council make a determination concerning whether to waive the requirements of a title report, appraisal of value, and compensation pursuant to PMC 12.40.120(2) after holding a public hearing; and

WHEREAS, PMC Section 12.40.040 requires public hearings on vacations to be fixed by resolution, and to provide notice for such hearing which shall occur no later than sixty (60) days after, nor earlier than twenty (20) days after, the passage of this Resolution setting a public hearing.

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

Section 1. Notice of Hearing. That a public hearing to consider vacating the following as depicted in the **Vicinity Map** attached hereto, will be held before City Council of the City of Pasco in the Council Chambers at 525 N. Third Avenue, Pasco, Washington at the hour of 7:00 p.m., on the 4th day of May 2026.

Section 2. That the City Clerk of the City of Pasco give notice of said public hearing as required by law.

Section 3. That the City Council will decide whether to waive the requirements for an appraisal, title report, and compensation after the May 4, 2026, public hearing.

Section 4. That this Resolution shall take effect immediately.

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____, 20__.

Charles Grimm
Mayor

ATTEST:

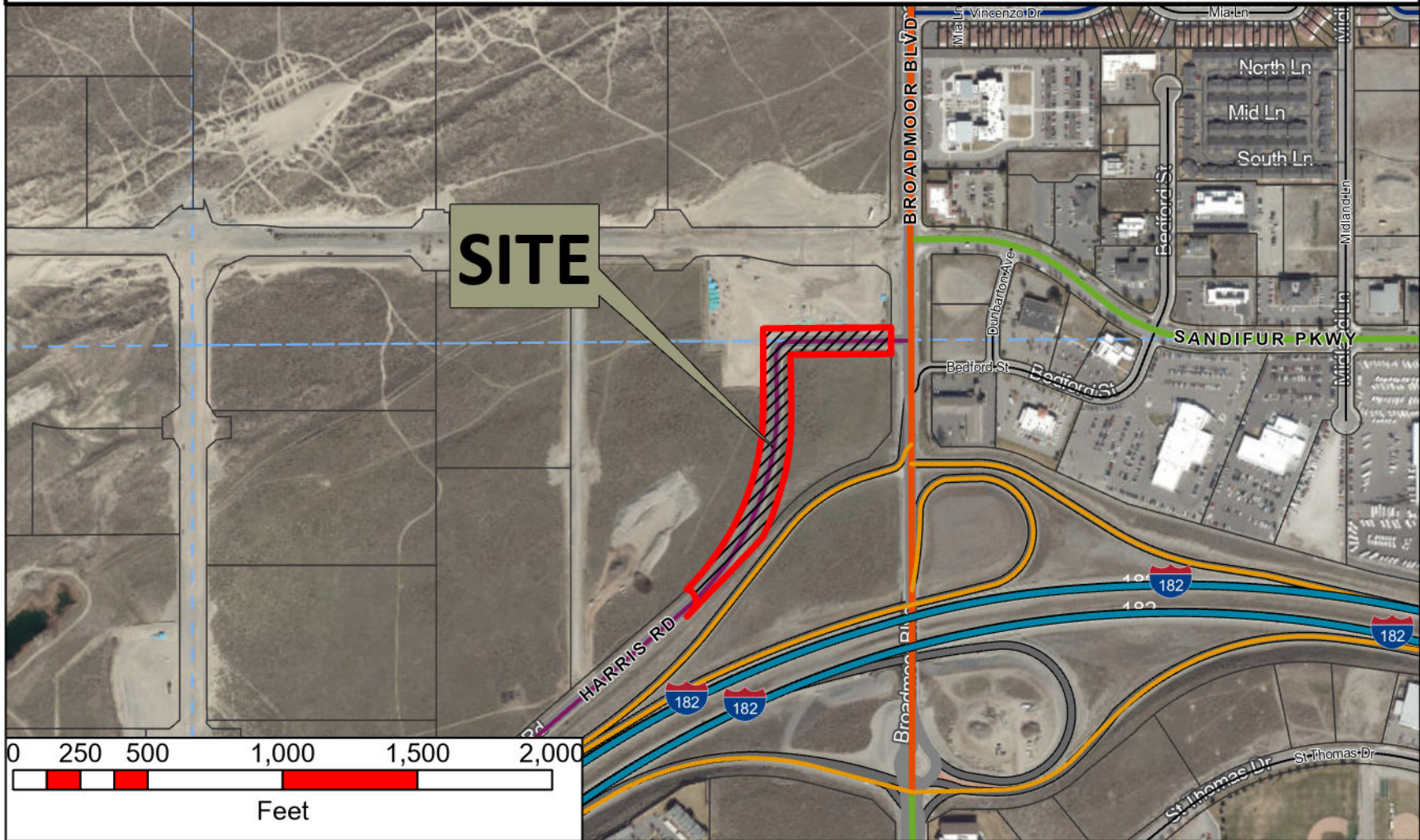
APPROVED AS TO FORM:

Krystle Shanks
Deputy City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Vicinity Map

Item: Harris Road ROW Vacation
Applicant(s): Broadmoor Properties, LLC
File #: VAC2026-001





Washington State
Department of Transportation

INTRA-DEPARTMENTAL COMMUNICATION

DATE: August 13, 1985

FROM: W. I. Hordan/R. M. MacNeil

PHONE:

SUBJECT: C.S. 1111 SR 182
Goose Gap to Road 68 I/C
Road 68 I/C to SR 395 I/C
Franklin County
Relinquishment Agreements
GM 965 and 1045

TO: Robert Barnard
HQ Chief Right of Way Agent

We are requesting deeds be prepared for the above referenced agreements (originals are in Headquarters) and submitted to Franklin County.

The following information is submitted for preparation of this document.

Agreement GM 965
Control Section 1111
Property Management Project Number 55142E
Property Management Inventory Number 5-11-04278

Agreement GM 1045
Control Section 1111
Property Management Project Number 55142C
Property Management Inventory Number 5-11-04279

A copy of the certified letter to Franklin County that transferred all jurisdiction and maintenance to them is attached.

deg
Attach.
cc: Harlan Fortner

DIST ADMIN		UTIL ENGR
MGMT SVCS		L/SCAPE-ENVIRON
LOC ENGR	LA	RIDE SHARING
CONST ENGR		COURT/HDR ENGR
MAINT ENGR		RECORDS ENGR
ADMIN OFF		DOCUMENT ENGR
LAND MGMT SUPV		ASST ST AND SUPV
STATE AID ENGR	RAH	ASST ST AND SUPV
ASST CONST ENGR		ASST ST AND SUPV
STRUCTURES ENGR		ASST ST AND SUPV
ASST NTCE ENGR		ASST ST AND SUPV
DESIGN ENGR		ASST ST AND SUPV
PLANS ENGR		ASST ST AND SUPV
MATERIALS ENGR		ASST ST AND SUPV
TRAFFIC ENGR		ASST ST AND SUPV
COMPUTER SVCS		ASST ST AND SUPV
		FILE

G M AGREEMENT

GM1045

THIS AGREEMENT is made and entered into this 2nd day of May, 1980, between the STATE OF WASHINGTON, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, acting by and through the Secretary of the Department of Transportation, hereinafter called the "STATE," and the Board of Commissioners of Franklin County, acting by and through its authorized agent, hereinafter called the "COUNTY."

WHEREAS, the State is contemplating construction of a portion of SR 182; Goose Gap Road to Road 68 I/C on a limited access highway through the County; and

WHEREAS, in connection with the construction of the aforementioned section of highway, the State shall construct, reconstruct, or rearrange certain County roads, frontage roads, and cul-de-sacs; and

WHEREAS, the said rearranged roads, frontage roads, and cul-de-sacs will be constructed in the locations shown on Sheets 15, 16, 17, 23 and 24 of 52 sheets of the right of way plan entitled "SR 182, Goose Gap Road to Road 68 I/C Vic." and referenced hereto as Exhibit "A"; and

WHEREAS, construction of this facility, including rearranged County roads and other features will necessitate the transfer of jurisdiction from the County to the State of those rights of way; and

WHEREAS, upon completion of construction of this facility it is necessary to describe the division of responsibility of the State and the County in the ownership, maintenance and reconstruction of these roadways and other features and provide for the transfer of rights accordingly:

NOW, THEREFORE, pursuant to the "Policy and Design Standards for Rearranged County Roads, Frontage Roads, Intersections, Ramps and Crossings" approved by the Washington State Highway Commission by Resolution No. 1778, dated August 15, 1966, and Directive No. D 26-64(HW) "Certification and Relinquishment of Highways and Local Roads and Streets to Counties and Cities," it is mutually agreed that:

I

The County agrees to deed to the State all County rights of Way needed for the construction of this facility, hereinafter described. Prior to commencement of construction, the State will notify the County in writing that it will assume jurisdiction and relieve the County from all responsibility in the operation, maintenance and reconstruction thereon until construction is complete, in accordance with this agreement.

The roads to be constructed or rearranged pursuant to this agreement are as follows:

<u>County Road Name</u>	<u>Identification Prefix</u>	<u>Shown on Attached</u>
Court Street		Exhibit A, Sheet 1 of 5
	CC Line	Exhibit A, Sheet 2, 3 and 5 of 5 Exhibit B, Sheet 2 of 2
	C Line	Exhibit A, Sheet 3, 4 and 5 of 5 Exhibit B, sheet 1 and 2
	CS Line	Exhibit A, Sheet 5 of 5 Exhibit B, Sheet 2 of 2

II

Subsequent to the completion of construction and opening to public use, the State will notify the County in writing that it will transfer jurisdiction of these roads. ~~The County agrees to accept said rearranged County roads including rights of~~ way and other property rights, and to relieve the State from all responsibilities in the operation, maintenance and reconstruction of these features, in accordance with this agreement.

III

Within six months following the notice to transfer jurisdiction, the State will furnish the County a recorded conveyance for those rights of way shown in color on the plans marked Exhibit "A", attached hereto and by this reference made a part of this agreement.

IV

The County hereby acknowledges that the access control as established and acquired is a property right and agrees that any transfer of these rights is governed by the Statutes covering disposal of property rights, subject to concurrence by the Federal Highway Administration.

V

The County agrees to perform all maintenance, repair and reconstruction of the rearranged local roads and frontage roads as shown on the plans marked Exhibit "A" upon the notification in writing from the State that it will transfer jurisdiction. Exhibit "A" is colored, wherever applicable, as follows: Red indicates construction and rights of way to be relinquished to the County; Green indicates areas within the highway right of way at separated crossings to be maintained and reconstructed by the County.

VI

The County agrees to indemnify and hold harmless the State from all costs, claims, demands, and liabilities including attorney fees arising from or in any manner caused or occasioned in whole or in part by the performance of the terms of this agreement on the part of the County or the failure of the County to perform any of the obligations undertaken pursuant to this agreement. Nothing herein shall be deemed to require the County to hold the State harmless from costs, claims, demands or liabilities caused or resulting from the sole negligence of the State.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
day and year first above written.

FRANKLIN COUNTY

ATTEST:

Dwight G. Gove

Bruce D. Whitmarsh
(Signature)

BY Bruce D. Whitmarsh, Chairman
(Name and Title) Franklin County, Washington
Board of County Commissioners

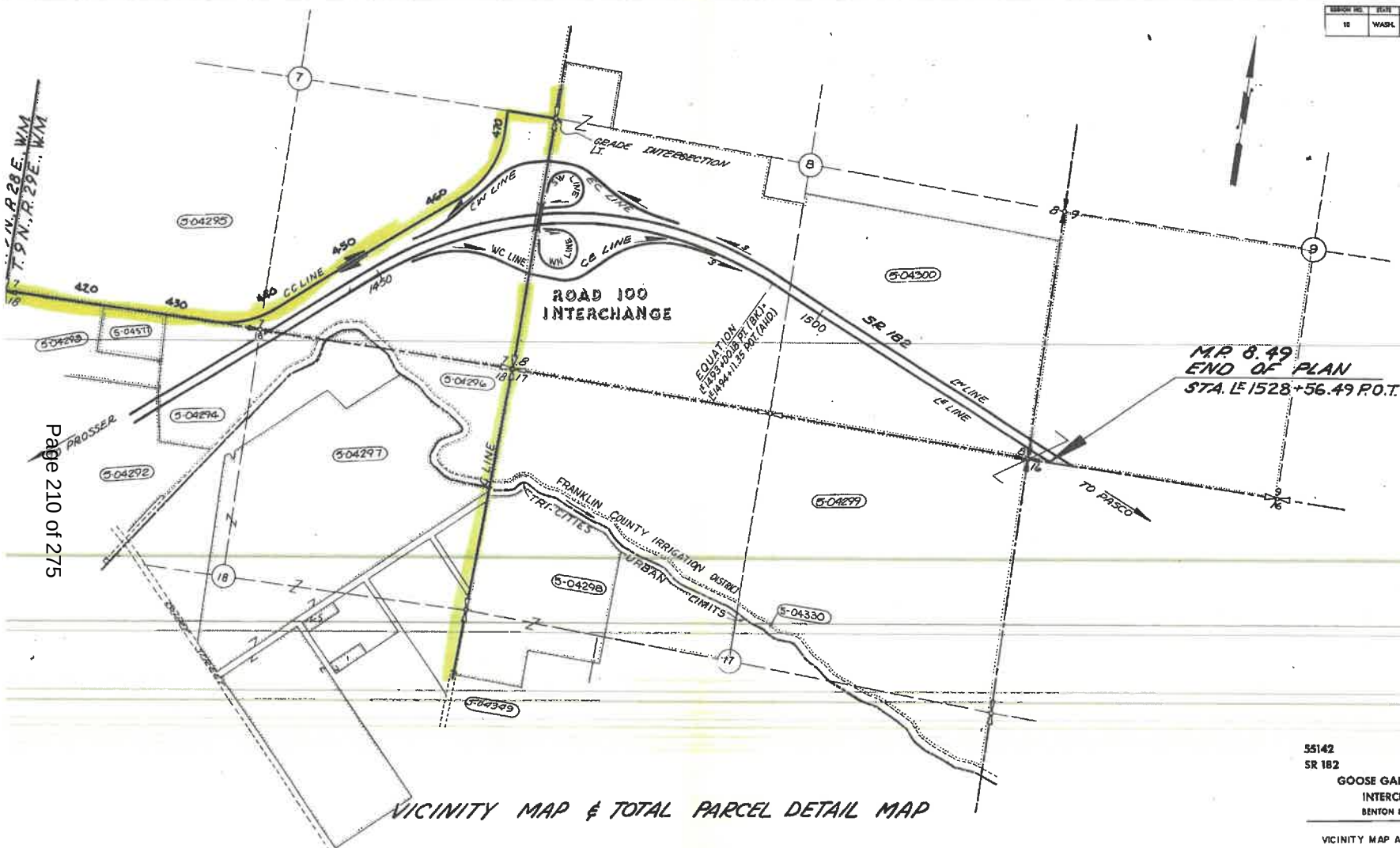
APPROVED AS TO FORM:

April 8, 19 80
BY Spencer W. Daniels
Assistant Attorney General

STATE OF WASHINGTON
WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

BY A. D. Andrews
Design Engineer

SECTION NO.	DATE	FEDERAL AID PROJECT NO.	SHEET NO.
10	WASH.	I-182-3 ()	



300' 250' 0' 250' 1000'
SCALE IN FEET

55142
SR 182 MP 1.01 TO MP 8.49
GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
BENTON & FRANKLIN COUNTIES

VICINITY MAP AND TOTAL PARCEL DETAILS

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

W. A. BULLY

SECRETARY

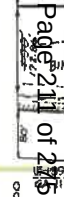


GM1045

A. D. Anderson
DESIGN ENGINEER

DATE Dec. 29, 1970
SHEET 3 OF 52 SHEETS

FILE NO. 10-12-70	10-12-70	Submitted Details Sec. Finding / order / Report to / 10-12-70	J3
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

* CONSTRUCTION PERMIT

"EXHIBIT NO. A"

Limited Access features tentatively approved Dec. 29, 1978
by Design Engineer.

W. A. BULLY SECRETARY

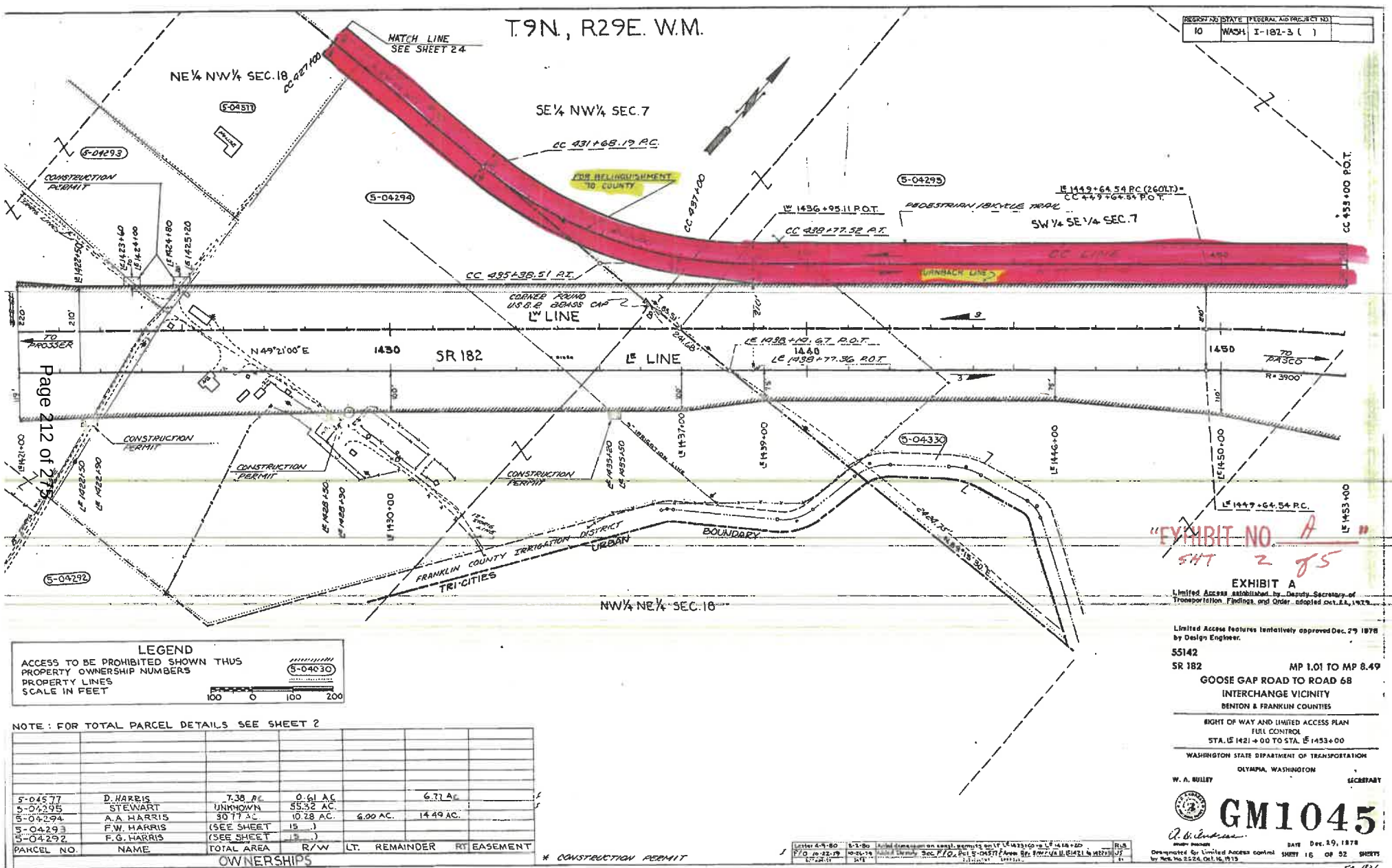


J. H. Anderson
DATE Dec. 29, 1978

SHEET 15 OF 52 SHEETS

100-443888-1000

K/W 11/6

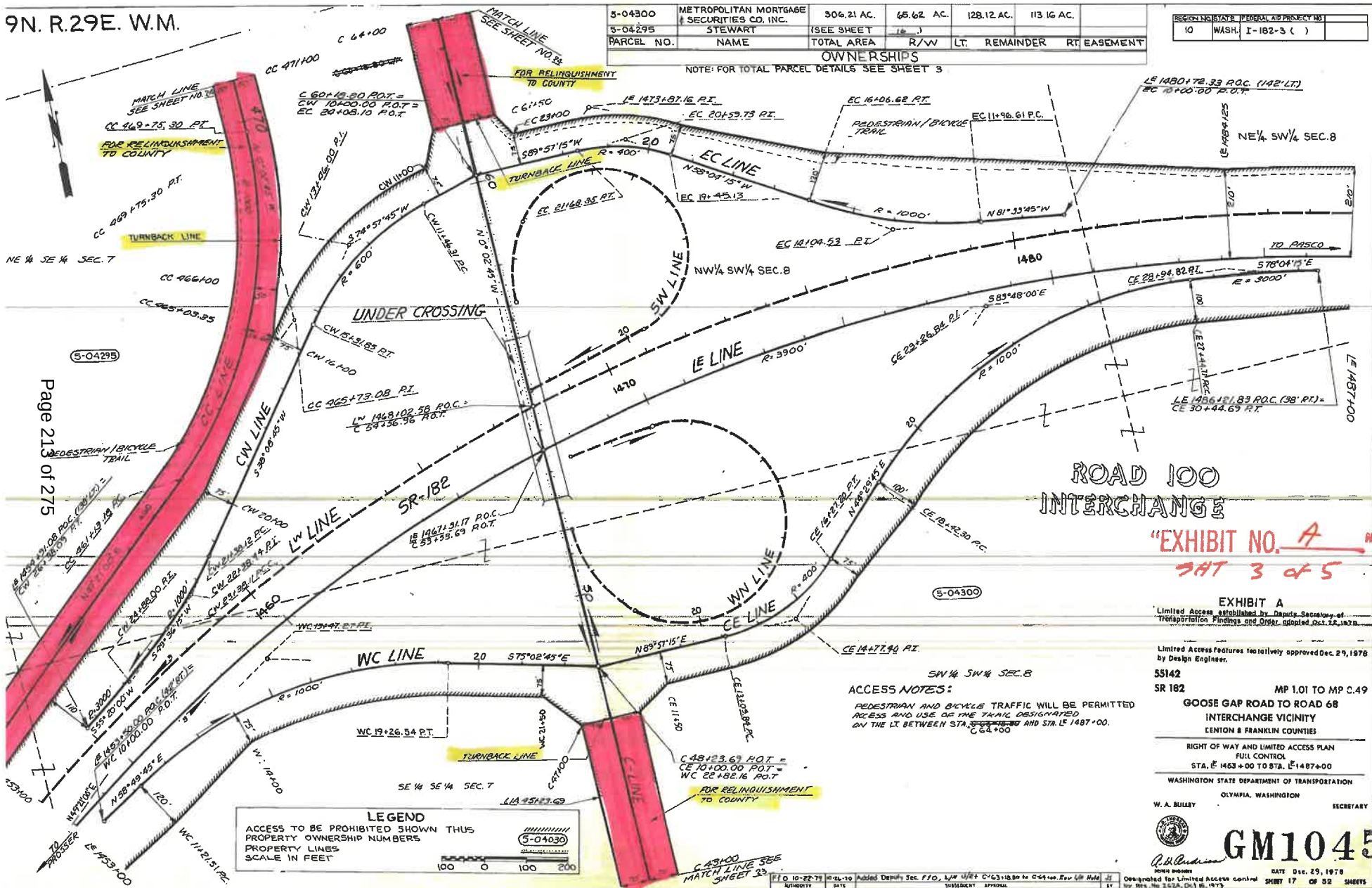


R/ed

9N. R.29E. W.M.

5-04300	METROPOLITAN MORTGAGE & SECURITIES CO., INC.	306.21 AC.	65.62 AC.	128.12 AC.	113.16 AC.
5-04295	STEWART	(SEE SHEET 16)			
PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER	RT. EASEMENT
OWNERSHIPS					
NOTE: FOR TOTAL PARCEL DETAILS SEE SHEET 3					

SECTION	STATE	LOCAL AIR PROPERTY NO.
10	WASH.	I-182-3 ()



SHEET NO.	STATE	NORMAL 1/4 SECTION NO.	SHEET NO.
10	WASH.	1-182-3(1)	

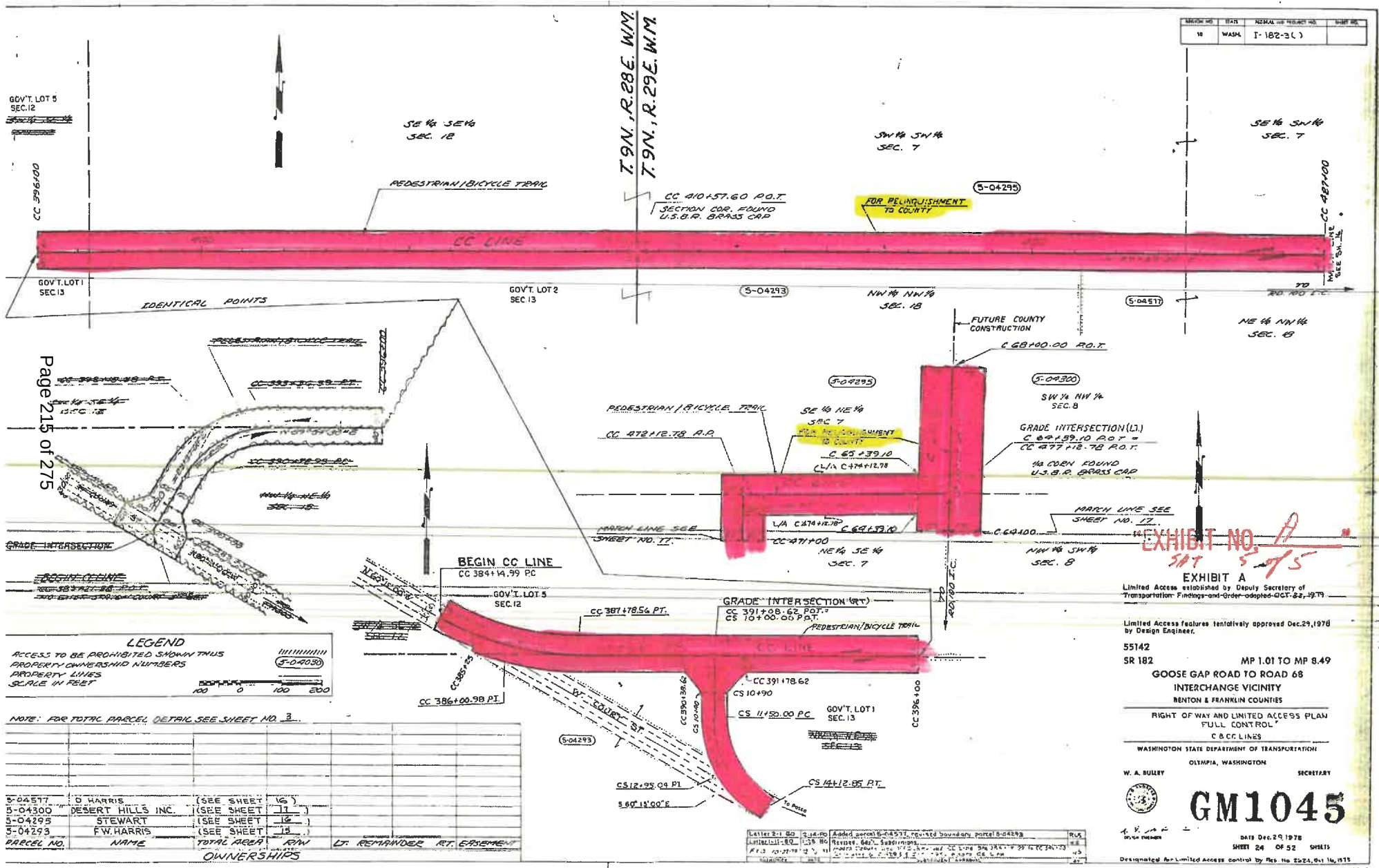


EXHIBIT NO. A
507 545

EXHIBIT A
Limited Access established by Deputy Secretary of Transportation Findings and Order adopted OCT. 22, 1979

Limited Access Features tentatively approved Dec. 29, 1978 by Design Engineer.

55142
SR 182
MP 1.01 TO MP 8.49
GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
BENTON & FRANKLIN COUNTIES

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
C & C LINES

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

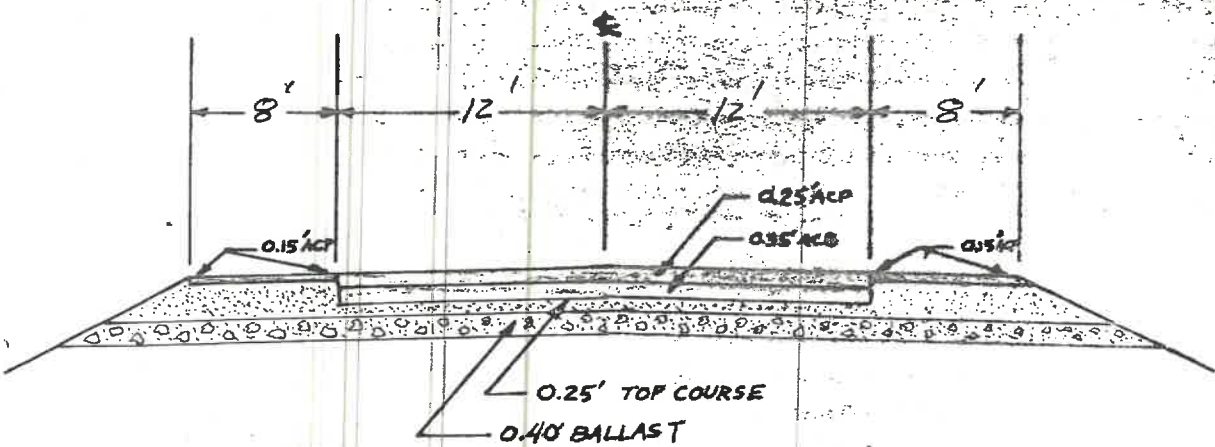
W. A. BULLY
SECRETARY

GM1045

DATE Dec. 29, 1978
SHEET 24 OF 52 SHEETS
Designated for Limited Access control by Res. No. 2224, Oct. 16, 1975

Page 215 of 275

SURFACING SECTION

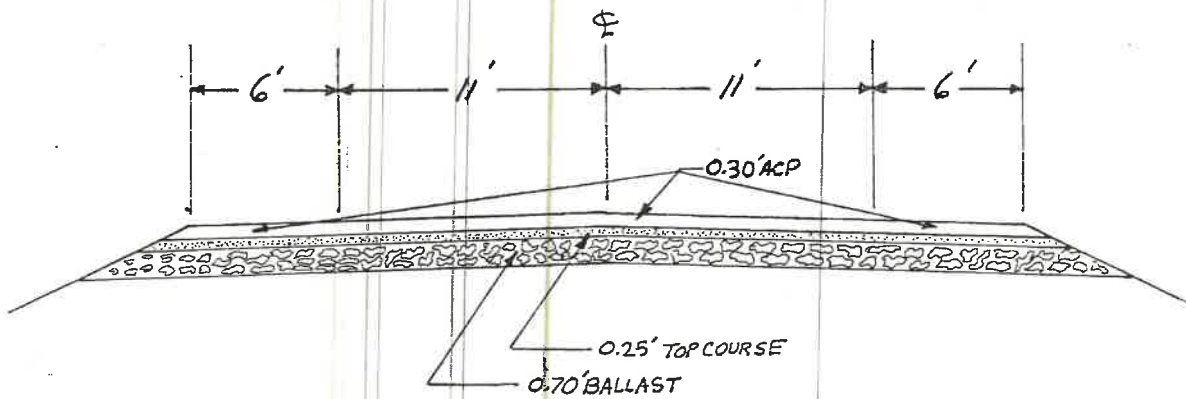


C	5+00	to	C	47+00
C	61+50	to	C	68+00

EXHIBIT NO. 8
SHEET 1 OF 2

GM1045

SURFACING SECTION



CC	384+14.99	to	CC	422+12.78
CS	10+00	to	CS	14+12.85

EXHIBIT NO. 8
SKT 2.002

GM1045

DUANE BERENTSON
Secretary



*Design
Bm*

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION

Office of District Administrator • 2809 Rudkin Rd., Union Gap, P.O. Box 52 • Yakima, Washington 98907-1647

July 12, 1985

The Honorable Bruce Whitemarsh
Franklin County Commissioner
1016 North 4th Avenue
Pasco, Washington 99301

CS 031400/01/02, 1111 SR 182
Goose Gap Road to Road 68 I/C
L-3782, I-182-3(1)101, 55142C
Bicycle Trail

Dear Bruce:

I have previously discussed with you the jurisdictional question for the bicycle path along I-182. Attached is a copy of the memo we received from the Attorney General's office.

As we discussed, this essentially leaves the question to be resolved between the county and city. Since our agreement is with Franklin County, we are proceeding to process the turnback of the trail system to Franklin County.

Very truly yours,

A handwritten signature in dark ink, appearing to be "W. Hordan".

WILLIAM I. HORDAN, P.E.
Acting District Administrator

WIH:cn
Attach.

Start process to turn back to Franklin county



STATE OF
WASHINGTON

Dixy Lee Ray
Governor

DEPARTMENT OF TRANSPORTATION

Office of District Engineer
2809 N. Main St., Union Gap
P. O. Box 52, Yakima, Washington 98907

DIST. ENGR		94	UTILITIES
MAINT.			SOILS
ASST. MAINT.			ADM. OFF.
R/W			ACCTG.
CONSTR.			EQUIPMENT
ASST. CONST.			PERSONNEL
LOCATION			SAFETY
ASST. LOC.			STATE AID
RECOMM.			P.E. INSP.
DESIGN			RECORDS
PLANS			SUPPLY
TRAFFIC			MACH. RM.
			WAGE CMPL
			STENO
			FILE

June 2, 1980

Mr. Daniel L. Hesse, P.E.
Franklin County Engineer
Franklin County Courthouse
1016 County Courthouse
Pasco, WA 99301

C.S. 0314, 1111 R 182
Goose Gap Road to Road 68 I/C Vic.
Franklin County
Agreement GM 968

Dear Sir:

Attached hereto for your records is one fully executed bicycle and pedestrian trail agreement covering a portion of SR 182.

Upon completion of the construction of the roads covered by this agreement, we will initiate the remaining agreed action.

Very truly yours,

ROBERT C. SCHUSTER, P.E.
District Administrator

By: R. M. MacNEIL, P.E.
District Design Engineer

RCS
RMM
DEG/era
Attach.

AGREEMENT

GM968

THIS AGREEMENT, made and entered into this 23rd day of May, 1980, by and between the STATE OF WASHINGTON, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation, hereinafter called the "STATE" and Franklin County, Washington, acting by and through its authorized agent, hereinafter called the "COUNTY",

WHEREAS, the STATE is planning the improvement of SR 182, Goose Gap Road to Road 68 including the construction of a pedestrian and bicycle path as shown on attached Exhibit "A" and Exhibit "B"; and

WHEREAS, the aforementioned pedestrian and bicycle path is a part of the COUNTY planned trail system; and

WHEREAS, upon completion of this facility it is necessary to describe the division of responsibility of the STATE and the COUNTY in the maintenance, reconstruction and policing of the trail system,

NOW THEREFORE, it is agreed between the parties hereto as follows:

I

The STATE, at its cost and through its contractor, shall furnish all labor, materials, equipment and tools required to construct the trail system as shown on Exhibit "A" and Exhibit "B", attached hereto and by this reference made a part of this agreement.

II

The COUNTY reserves the right to examine and comment on the STATE'S construction plans and specifications for accomplishment of the described trail system.

III

Subsequent to the completion of construction the STATE will notify the COUNTY in writing that it will transfer maintenance, reconstruction and policing responsi-

bilities of the trail system over to the COUNTY. The COUNTY agrees to accept these responsibilities and relieve the STATE from all future responsibilities in the maintenance, reconstruction and policing of the trail system, as shown in red on attached Exhibit "A".

IV

Where the trail system utilizes state highway structures, the STATE shall be responsible for the maintenance and integrity of the structure proper.

V

The STATE reserves the right to examine and approve or disapprove any operation other than regular or routine maintenance and policing, which the COUNTY may propose to perform adjacent to the State Highway.

VI

Should COUNTY maintenance work fail to meet recognized minimum Federal and State maintenance requirements, the STATE shall notify the COUNTY in writing, setting a specific period of time in which requested corrective measures must be taken. If the COUNTY fails to comply with such request, the STATE may bring the facility up to proper standards by use of its own personnel and bill the COUNTY for payment therefore, provided the STATE gives thirty (30) days written notice of the STATE'S intent to perform said maintenance work.

VII

No liability shall attach to the STATE or COUNTY by reason of entering into this agreement except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST

Dorothy Gouws

FRANKLIN COUNTY

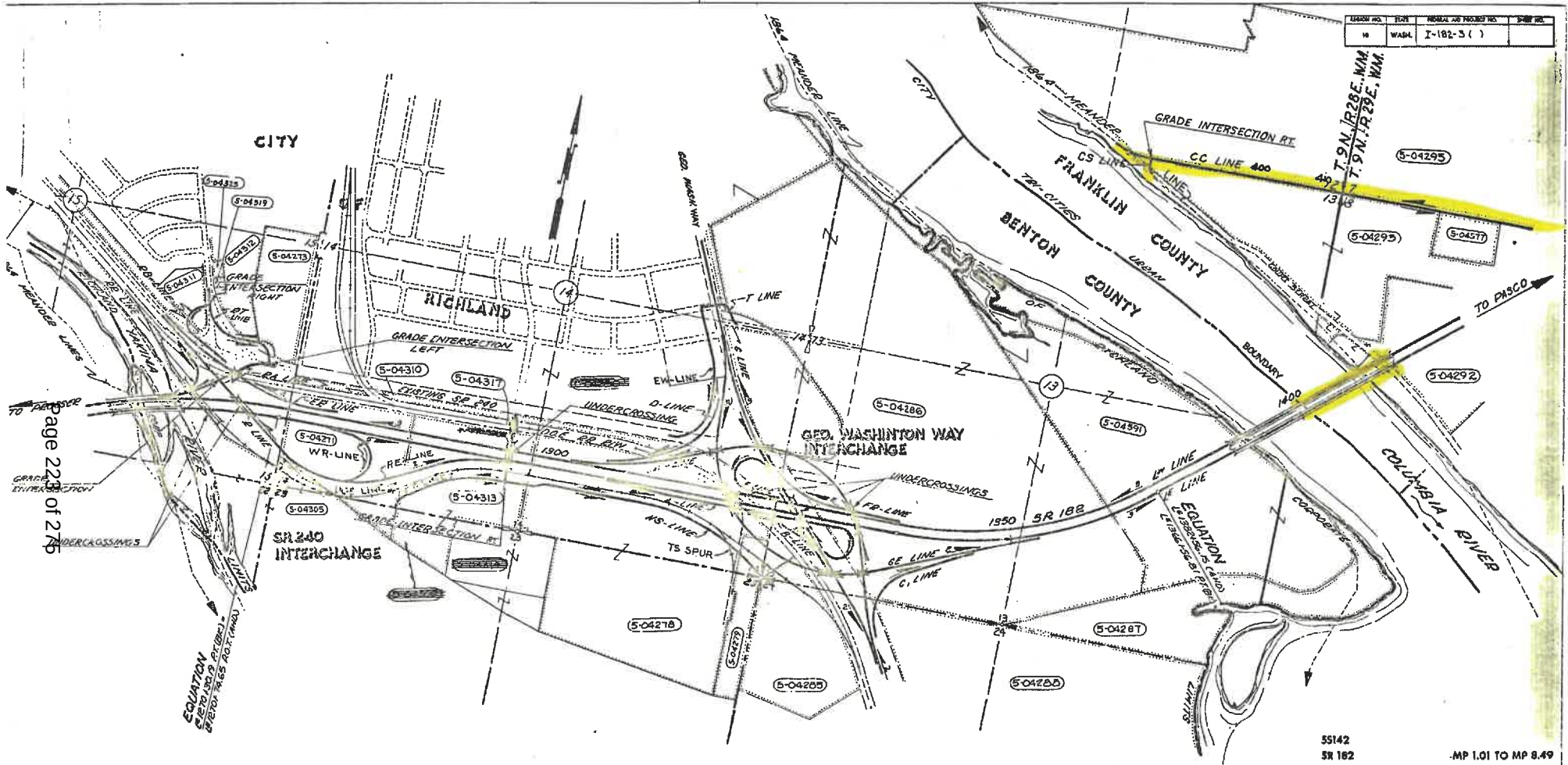
Byrned L. Whitmarsh
Harold H. Mathews
Amster M. Burgess

APPROVED AS TO FORM:

This 25th day of April, 1980
Spencer W. Daniels
Assistant Attorney General

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By A. D. Andrews
Design Engineer



VICINITY MAP & TOTAL PARCEL DETAIL MAP

300' 500' 1000'
SCALE IN FEET

Letter 5-1-80	5-1-80	Partial G Line 374 G5113.714 & 61100	PLS
Letter 5-1-80	5-1-80	Partial boundaries parcel 5-04288 & 5-04291	PLS
Letter 5-1-80	5-1-80	Revised & added ownerships	PLS
Letter 5-1-80	5-1-80	Revised SR 182, deleted SR 240, revised added & deleted ownerships	PLS
PLD 10-12-79	10-12-79	Revised SR 182 & SR 240, revised added & deleted ownerships	PLS
PLD 10-12-79	10-12-79	Revised SR 182 & SR 240, revised added & deleted ownerships	PLS
PLD 10-12-79	10-12-79	Revised SR 182 & SR 240, revised added & deleted ownerships	PLS
PLD 10-12-79	10-12-79	Revised SR 182 & SR 240, revised added & deleted ownerships	PLS

55142
SR 182
MP 1.01 TO MP 8.49
GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
BENTON & FRANKLIN COUNTIES

VICINITY MAP AND TOTAL PARCEL DETAILS

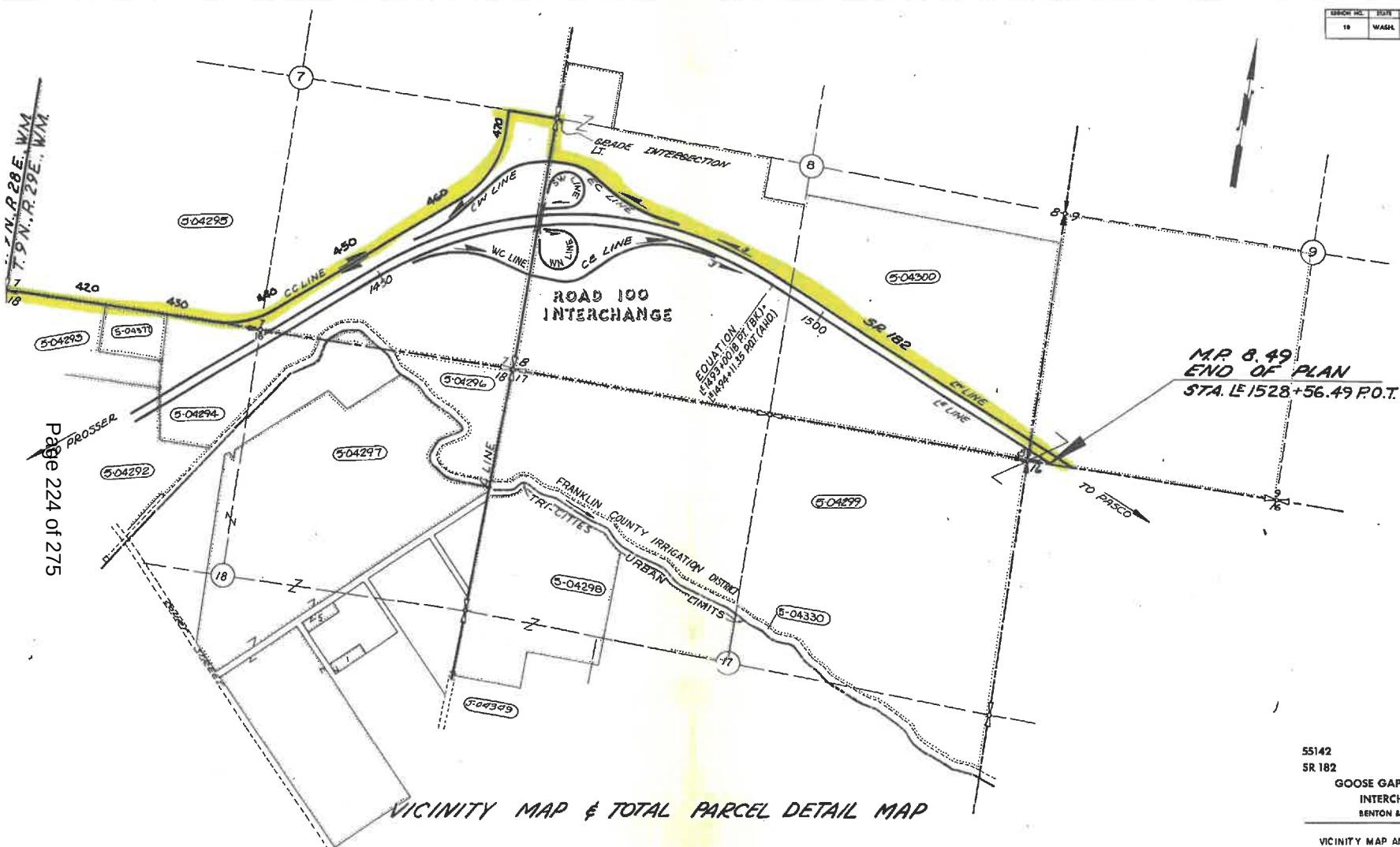
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

W. A. BULLY

GM968

DATE Dec. 19, 1982
SHEET 2 OF 80 SHEETS

SECTION NO.	DATE	PROJECT AND PROJECT NO.	SHEET NO.
10	WASH.	I-182-3 ()	



Page 224 of 275

VICINITY MAP & TOTAL PARCEL DETAIL MAP

500' 1000' 1500' 2000'
SCALE IN FEET

MP 8.49
END OF PLAN
STA. LE 1528+56.49 P.O.T.

55142
SR 182 MP 1.01 TO MP 8.49
GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
BENTON & FRANKLIN COUNTIES

VICINITY MAP AND TOTAL PARCEL DETAILS

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

W. A. BULLY

SECRETARY

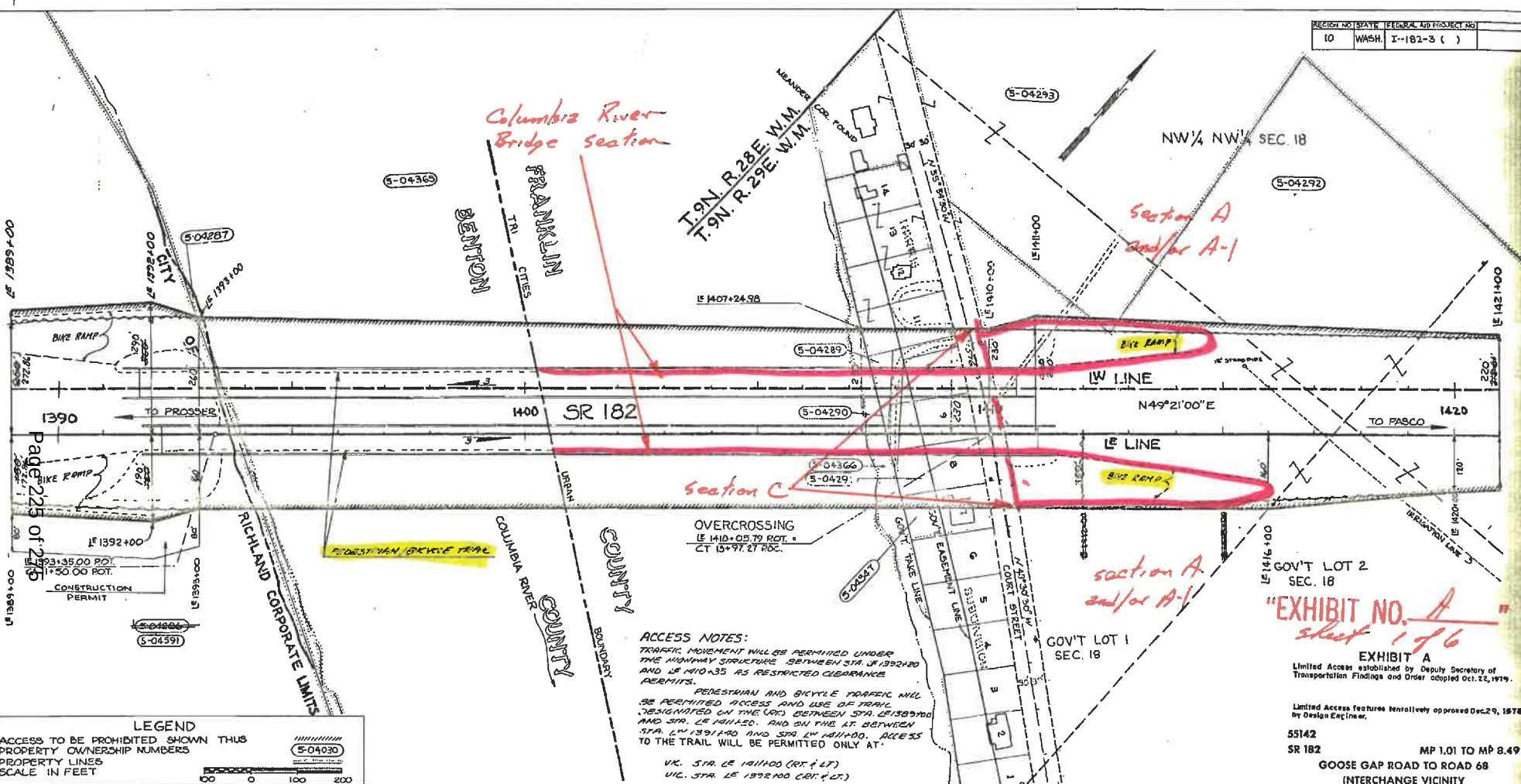


GM968

A. D. Anderson
PROJECT ENGINEER

DATE Dec. 25, 1978
SHEET 3 OF 52 SHEETS

FIG 10-11-74	10-22-74	Added Detail Map, Endings / Order / Project No. 5-04294	JJ
AUTHORITY	DATE	SUBMITTAL APPROVAL	BY



"EXHIBIT NO. A"
sheet 1 of 6

EXHIBIT A
Limited Access established by Deputy Secretary of Transportation Findings and Order adopted Oct. 22, 1979.

Limited Access features tentatively approved Dec. 29, 1978 by Design Engineer.

55142
SR 182

MP 1.01 TO MP 8.49

GOOSE GAP ROAD TO ROAD 68

INTERCHANGE VICINITY

LINTON & FRANKLIN COUNTIES

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL

STA. E 1389+00 TO STA. E 1421+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

OLYMPIA, WASHINGTON

W. A. BULLY SECRETARY

GM968

DATE Dec. 29, 1978

SHEET 15 OF 32 SHEETS

Drawn and checked by: [Signature]

Designed by: [Signature]

Reviewed by: [Signature]

Approved by: [Signature]

Checked by: [Signature]

Reviewed by: [Signature]

Approved by: [Signature]

Checked by: [Signature]

Reviewed by: [Signature]

Approved by: [Signature]

Checked by: [Signature]

Reviewed by: [Signature]

Approved by: [Signature]

W.T. LOT 5
C.12

00+96+00
CC 396+00

SE 1/4 SE 1/4
SEC. 12

T.9N., R.28E. W.M.
T.9N., R.29E. W.M.

SW 1/4 SW 1/4
SEC. 7

SE 1/4 SW 1/4
SEC. 7

PEDESTRIAN/BICYCLE TRAIL

CC 410+57.60 P.O.T.
SECTION COR. FOUND
U.S. B.R. 84433 CAP

FOR RELINQUISHMENT
TO COUNTY

(S-04295)

CC 420+00
MATCH LINE
SEE SHEET NO. 16

400

CC LINE

410+00

420

N 89° 53' 30" E

GOV'T. LOT 1
SEC. 13

GOV'T. LOT 2
SEC. 13

(S-04293)

NW 1/4 NW 1/4
SEC. 13

(S-04571)

TO
RD. 100 E.C.

IDENTICAL POINTS

PEDESTRIAN/BICYCLE TRAIL

Page 226 of 275

NW 1/4 NE 1/4
SEC. 13

CC 390+00

N 89° 53' 30" E

CC 380+00

N 89° 53' 30" E

CC 370+00

N 89° 53' 30" E

CC 360+00

N 89° 53' 30" E

CC 350+00

N 89° 53' 30" E

CC 340+00

N 89° 53' 30" E

CC 330+00

N 89° 53' 30" E

CC 320+00

N 89° 53' 30" E

CC 310+00

N 89° 53' 30" E

CC 300+00

N 89° 53' 30" E

CC 290+00

N 89° 53' 30" E

CC 280+00

N 89° 53' 30" E

CC 270+00

N 89° 53' 30" E

CC 260+00

N 89° 53' 30" E

CC 250+00

N 89° 53' 30" E

CC 240+00

N 89° 53' 30" E

CC 230+00

N 89° 53' 30" E

CC 220+00

N 89° 53' 30" E

CC 210+00

N 89° 53' 30" E

CC 200+00

N 89° 53' 30" E

CC 190+00

N 89° 53' 30" E

CC 180+00

N 89° 53' 30" E

CC 170+00

N 89° 53' 30" E

CC 160+00

N 89° 53' 30" E

CC 150+00

N 89° 53' 30" E

CC 140+00

N 89° 53' 30" E

CC 130+00

N 89° 53' 30" E

CC 120+00

N 89° 53' 30" E

CC 110+00

N 89° 53' 30" E

CC 100+00

N 89° 53' 30" E

CC 90+00

N 89° 53' 30" E

CC 80+00

N 89° 53' 30" E

CC 70+00

N 89° 53' 30" E

CC 60+00

N 89° 53' 30" E

CC 50+00

N 89° 53' 30" E

CC 40+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

CC 30+00

N 89° 53' 30" E

CC 20+00

N 89° 53' 30" E

CC 10+00

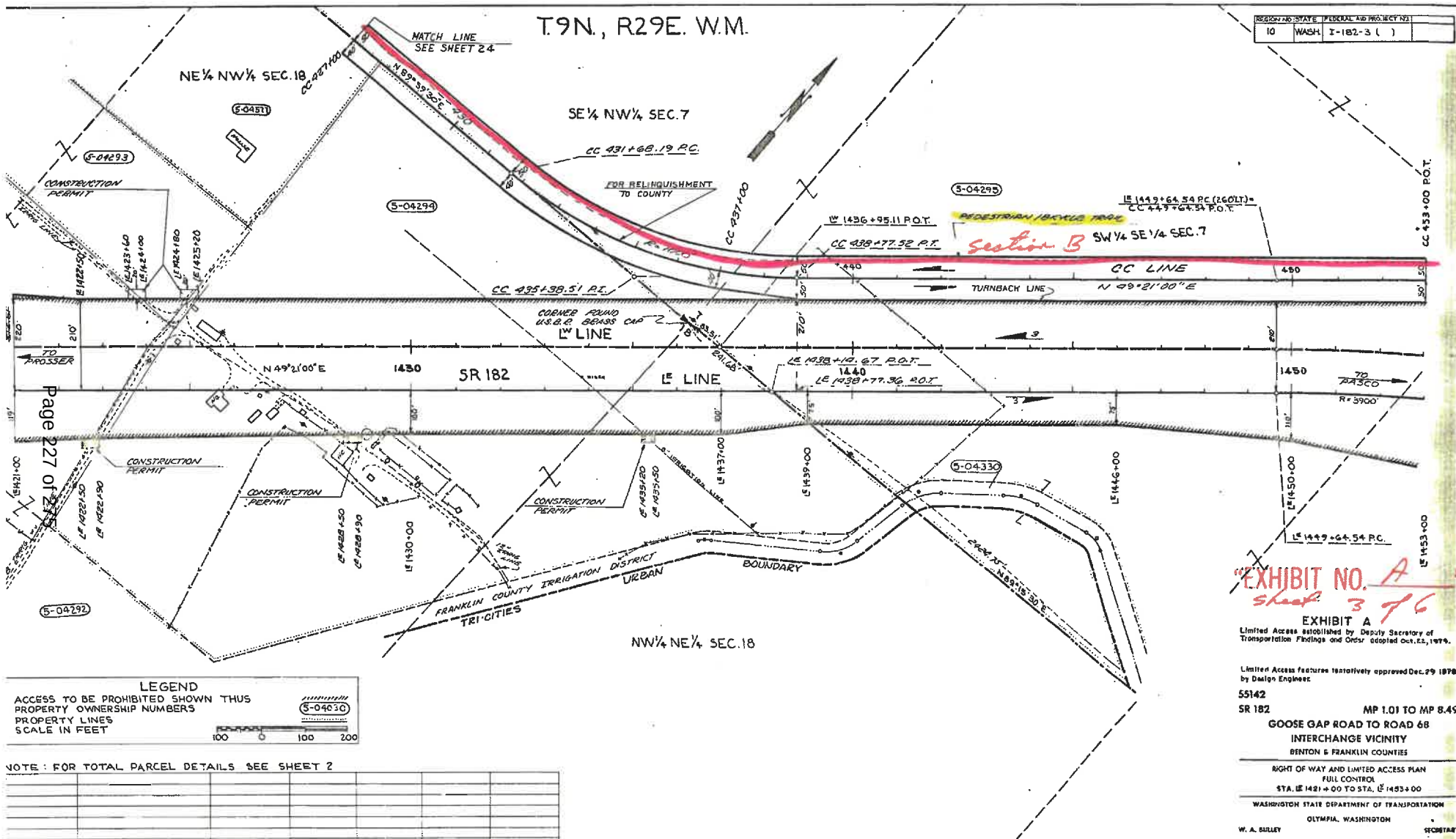
N 89° 53' 30" E

CC 0+00

N 89° 53' 30" E

T.9N., R.29E. W.M.

REGION NO.	STATE	FEDERAL AID PROJECT NO.
10	WASH.	I-182-3 ()



Page 27 of 28

EXHIBIT NO. A
Sheet 3 of 6

EXHIBIT A
Limited Access established by Deputy Secretary of Transportation Findings and Order adopted Oct. 22, 1979.

Limited Access features tentatively approved Dec. 29, 1978 by Design Engineer

55142
SR 182

MP 1.01 TO MP 8.49

GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
BENTON & FRANKLIN COUNTIES

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
STA. 1421+00 TO STA. 1453+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

W. A. SULLY

GM968

DATE Dec. 29, 1978
SHEET 16 OF 52 SHEETS

Designated for Limited Access control on Nov. 10, 1978 by Oct. 16, 1978

SA 112/10

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS
PROPERTY OWNERSHIP NUMBERS
PROPERTY LINES
SCALE IN FEET



NOTE: FOR TOTAL PARCEL DETAILS SEE SHEET 2

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER	RT. EASEMENT
S-04577	D. HARRIS	7.38 AC.	0.41 AC.		6.77 AC.
S-04195	STEWART	UNKNOWN	55.32 AC.		
S-04294	A. A. HARRIS	30.17 AC.	10.25 AC.	6.00 AC.	14.49 AC.
S-04293	F. W. HARRIS	(SEE SHEET 15)			
S-04292	F. G. HARRIS	(SEE SHEET 15)			

OWNERSHIPS

* CONSTRUCTION PERMIT

1421+00	1421+00	1421+00	1421+00	1421+00	1421+00
1421+00	1421+00	1421+00	1421+00	1421+00	1421+00

N. R.29E. W.M.

5-04300	METROPOLITAN MORTGAGE & SECURITIES CO. INC.	306.21 AC.	65.62 AC.	128.12 AC.	113.16 AC.
5-04295	STEWART	(SEE SHEET 16)			
PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER
					RT EASEMENT

SECTION NO.	STATE	FEDERAL AID PROJECT NO.
10	WASH.	I-182-3 ()

NOTE: FOR TOTAL PARCEL DETAILS SEE SHEET 3.

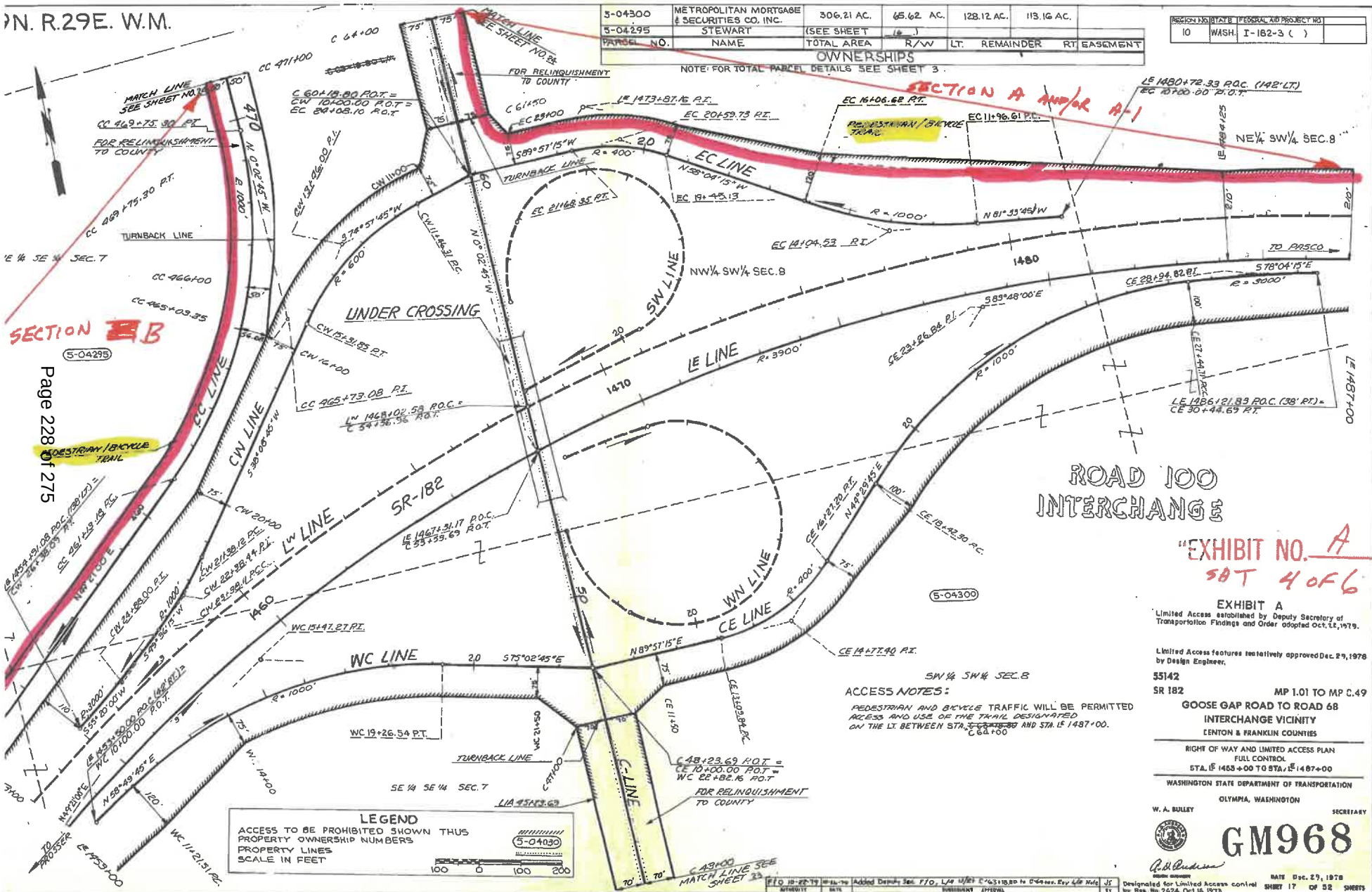


EXHIBIT A
Limited Access established by Deputy Secretary of Transportation Findings and Order, adopted Oct. 12, 1979.

Limited Access features tentatively approved Dec. 29, 1978 by Design Engineer,

55142 SR 182 MP 1.01 to MP C.49

GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
CENTON & FRANKLIN COUNTIES

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
STA. 1453+00 TO STA. 1487+00

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

W. A. BULLY

SECRETARY



GM968

R.D. Bullock

DATE Dec. 29, 1978

Designated for Limited Access control by Res. No. 2524, Oct. 16, 1978

SHEET 17 OF 52 SHEETS

T.9N., R.29E. W.M.

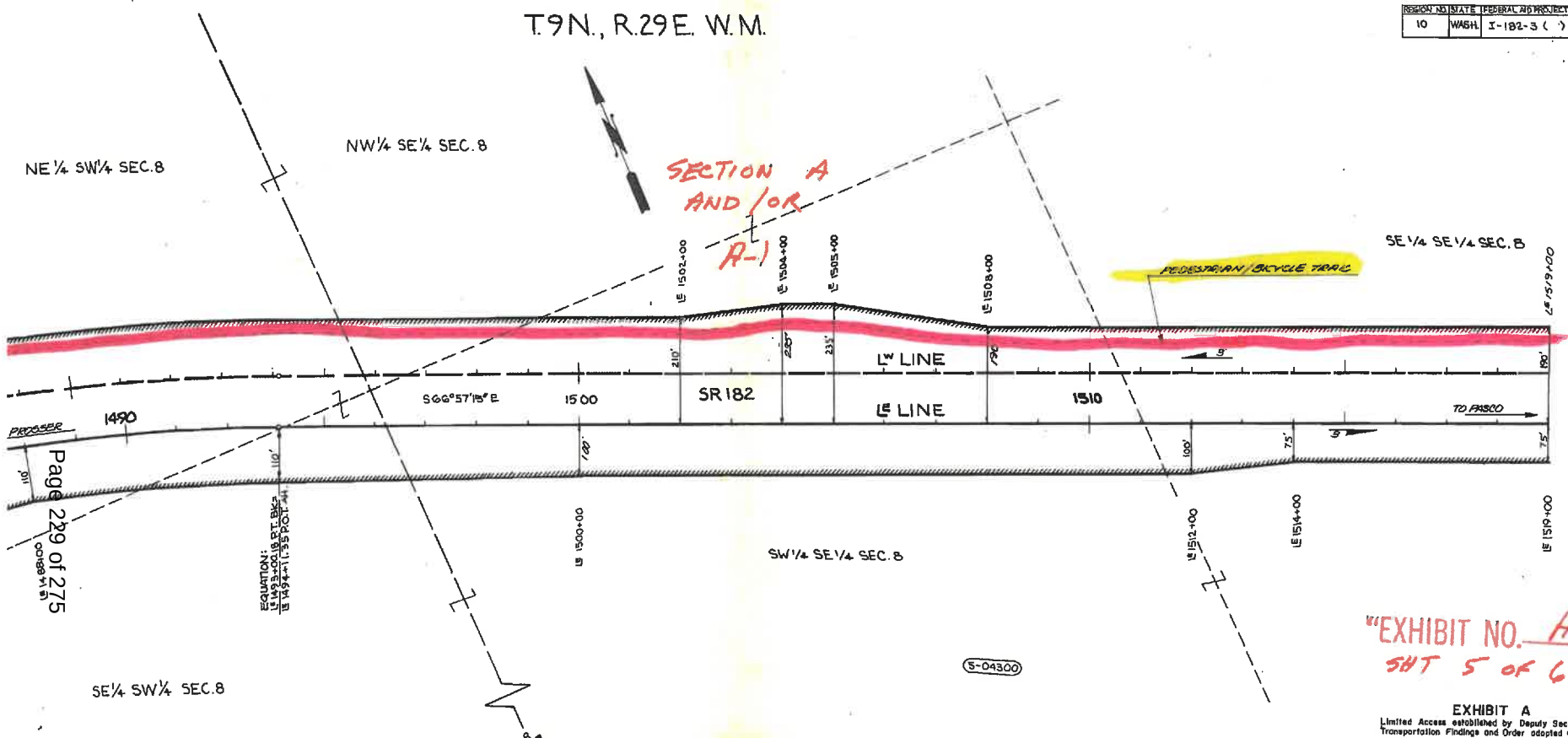
REGION NO. STATE FEDERAL AID PROJECT NO. SHEET NO.
10 WASH. I-182-3 ()

NE 1/4 SW 1/4 SEC. 8

NW 1/4 SE 1/4 SEC. 8

SECTION A
AND/OR
A-1

SE 1/4 SE 1/4 SEC. 8



Page 229 of 275

EQUATION:
1490+00
1500+00
1510+00
1519+00

SE 1/4 SW 1/4 SEC. 8

(S-04300)

"EXHIBIT NO. A"
SHT 5 OF 6

LEGEND
TO BE PROHIBITED SHOWN THUS
PROPERTY OWNERSHIP NUMBERS
PROPERTY LINES
IN FEET

100 0 100 200

(S-04300)

ACCESS NOTES:
PEDESTRIAN AND BICYCLE TRAFFIC WILL BE PERMITTED
ACCESS AND USE OF THE TRAIL DESIGNATED ON THE
(L') BETWEEN STA. 1518+00 AND STA. 1519+00.

EXHIBIT A
Limited Access established by Deputy Secretary of
Transportation Findings and Order adopted Oct. 22, 1979.
Limited Access features tentatively approved Dec. 29, 1978
by Design Engineer.
55142
SR 182 MP 1.01 TO MP 8.49
GOOSE GAP ROAD TO ROAD 68
INTERCHANGE VICINITY
LENTON & FRANKLIN COUNTIES
RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
STA. 1487+00 TO STA. 1519+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON
W. A. BULLY SECRETARY

GM968
DATE Dec. 29, 1978
SHEET 18 OF 52 SHEETS
Designed for Limited Access Control by PWS 3634, Oct. 6, 1975

FOR TOTAL PARCEL DETAILS SEE SHEET 3

NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER	RELEASEMENT
OWNERSHIPS					

FIG. 10-21-11 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

T.9N., R.29E. W.M.

SECTION	STATE	FEDERAL AGENCY PROJECT NO.
10	WASH.	I-182-3 (1)

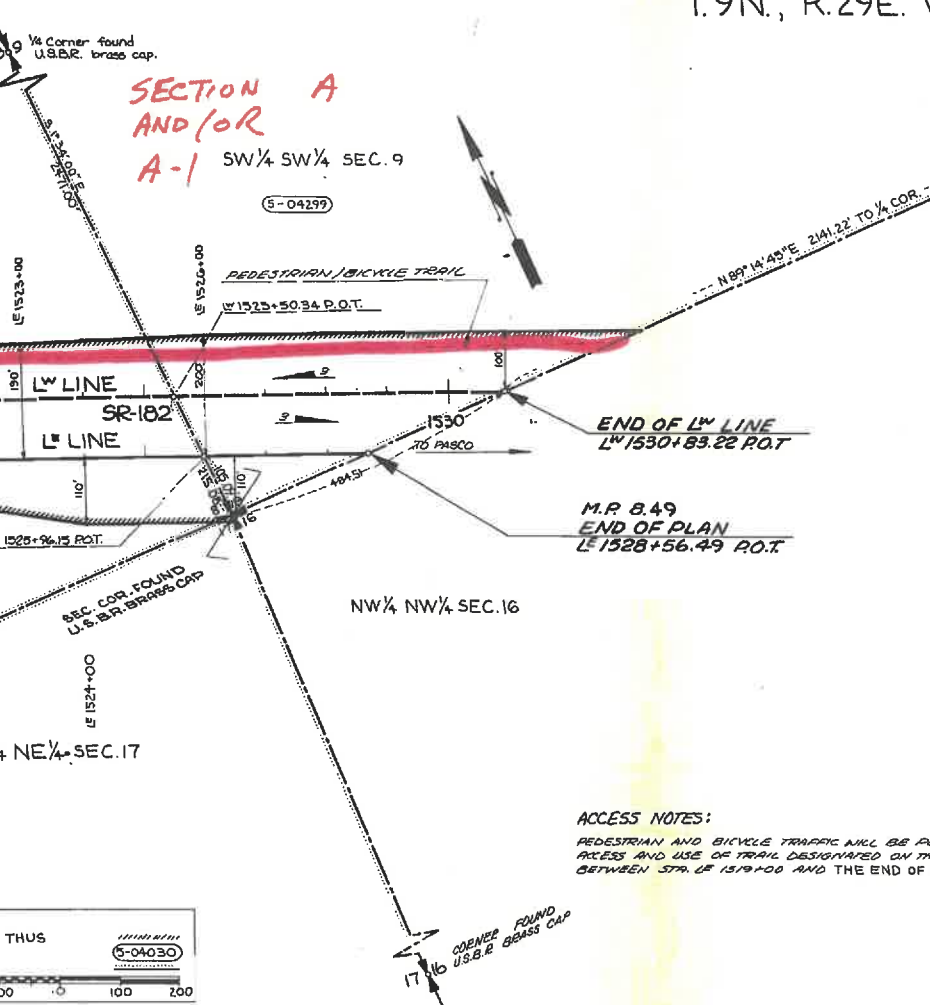
SECTION A
AND/OR
A-1

SW 1/4 SW 1/4 SEC. 9

(5-04299)

SE 1/4 SE 1/4 SEC. 8

(5-04300)



NOTE: FOR RIGHT OF WAY AND LIMITED ACCESS EAST, SEE SR 182, RD 68 E.C. VIC. TO S.R. 395 J.C. VIC. DATED Oct. 7, 1977

M.P. 8.49
END OF PLAN
Lw 1528+56.49 P.O.T.

NW 1/4 NW 1/4 SEC. 16

NE 1/4 NE 1/4 SEC. 17

ACCESS NOTES:

PEDESTRIAN AND BICYCLE TRAFFIC WILL BE PERMITTED ACCESS AND USE OF TRAIL DESIGNATED ON THE (L.F.) BETWEEN STA. Lw 1519+00 AND THE END OF PLAN.

LEGEND

TO BE PROHIBITED SHOWN THUS
ITY OWNERSHIP NUMBERS
RTY LINES
IN FEET

100 100 200

(5-04030)

FOR TOTAL PARCEL DETAILS SEE SHEET 3

NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER	RT. EASEMENT
0	METROPOLITAN MORTGAGE & SECURITIES CO. INC.	(SEE SHEET 17)			
1	BURLINGTON NORTHERN INC.	425.04	4.81	420.23	
OWNERSHIPS					

"EXHIBIT NO. A"
SHT 6 of 6

EXHIBIT A

Limited Access established by Deputy Secretary of Transportation Findings and Order adopted Oct. 21, 1975.

Limited Access features tentatively approved Dec. 29, 1978 by Design Engineer.

55142

SR 182 MP 1.01 TO MP 8.49

GOOSE GAP ROAD TO ROAD 68

INTERCHANGE VICINITY

LENTON & FRANKLIN COUNTIES

RIGHT OF WAY AND LIMITED ACCESS PLAN

FULL CONTROL

STA. Lw 1519+00 TO STA. Lw 1528+56.49

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

OLYMPIA, WASHINGTON

W. A. BULLY

SECRETARY



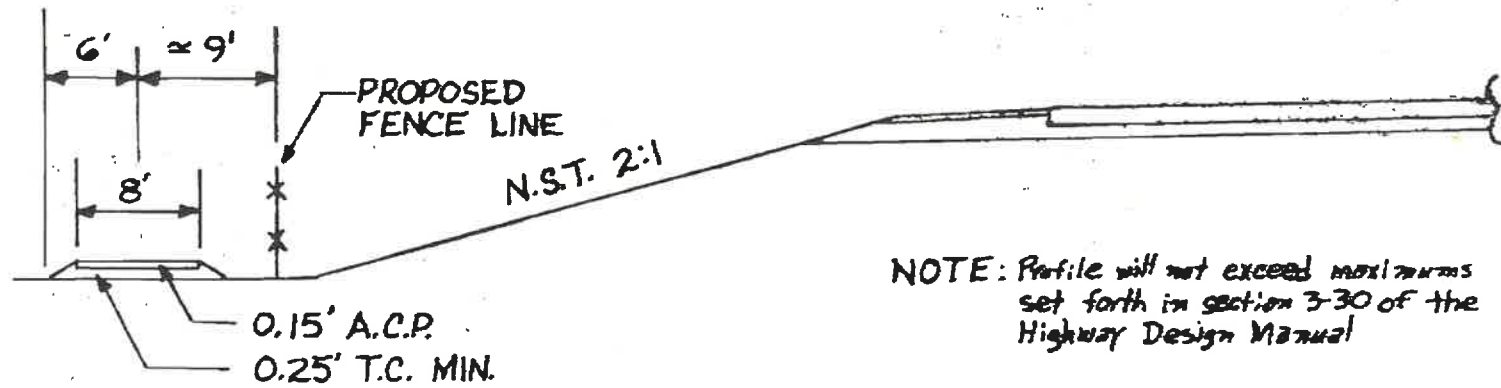
GM968

DATE Dec. 29, 1978

DESIGNED BY: Limited Access Control SHEET 19 OF 52 SHEETS

APPROVED BY: DATE: SUBSEQUENT APPROVAL:

R/W LINE
"BICYCLE PATH"



TYPICAL SECTION "A"

GM968

EXHIBIT NO. B
SHEET 1 of 5

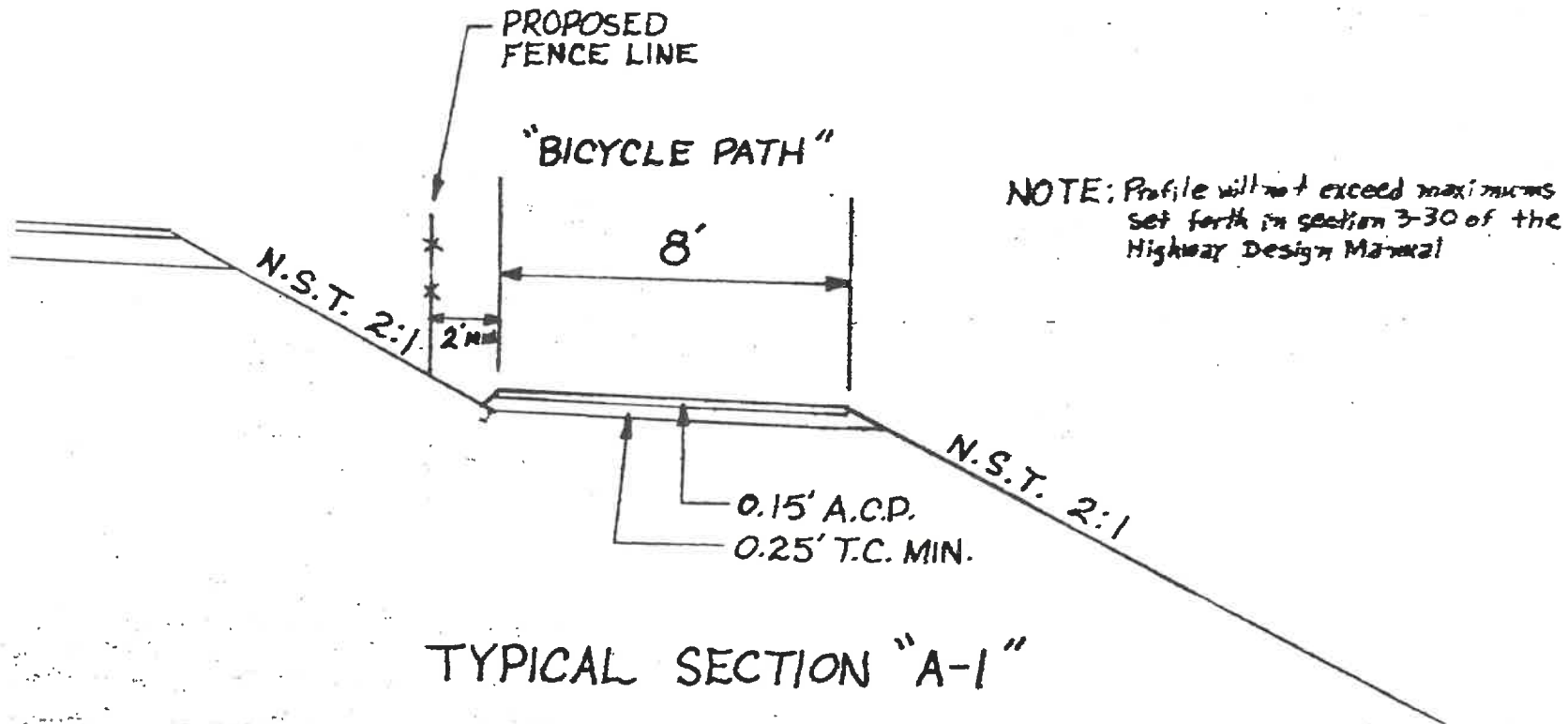
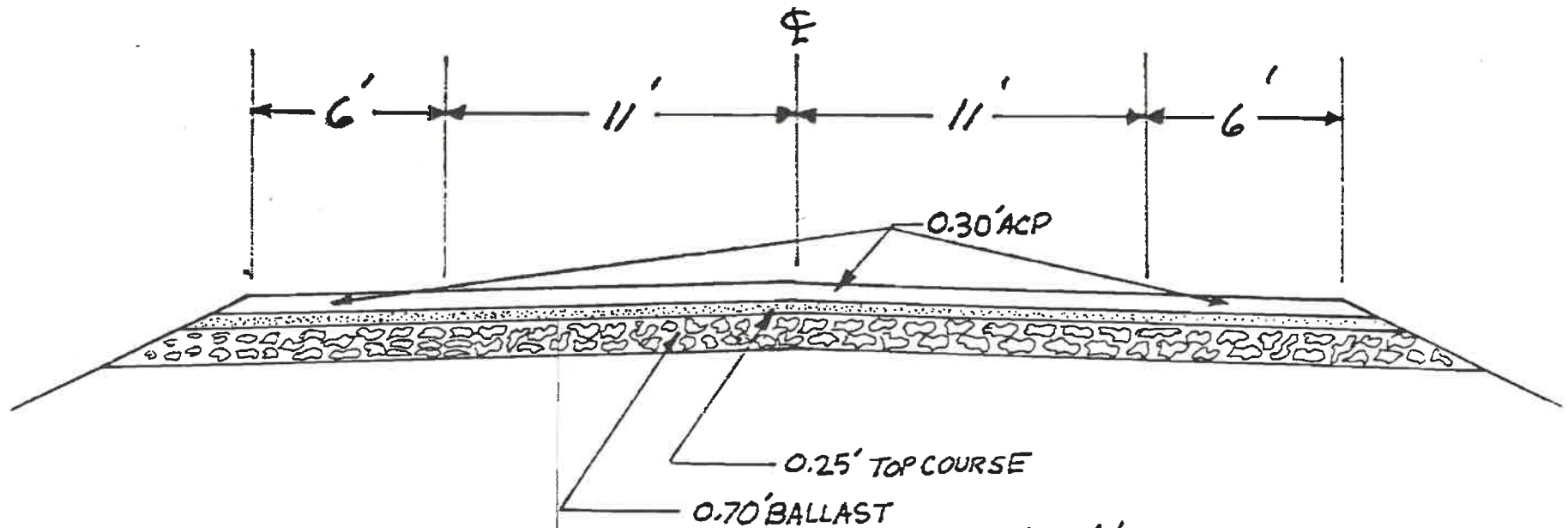


EXHIBIT NO. B
SHEET 2 of 5

CM968

SURFACING SECTION

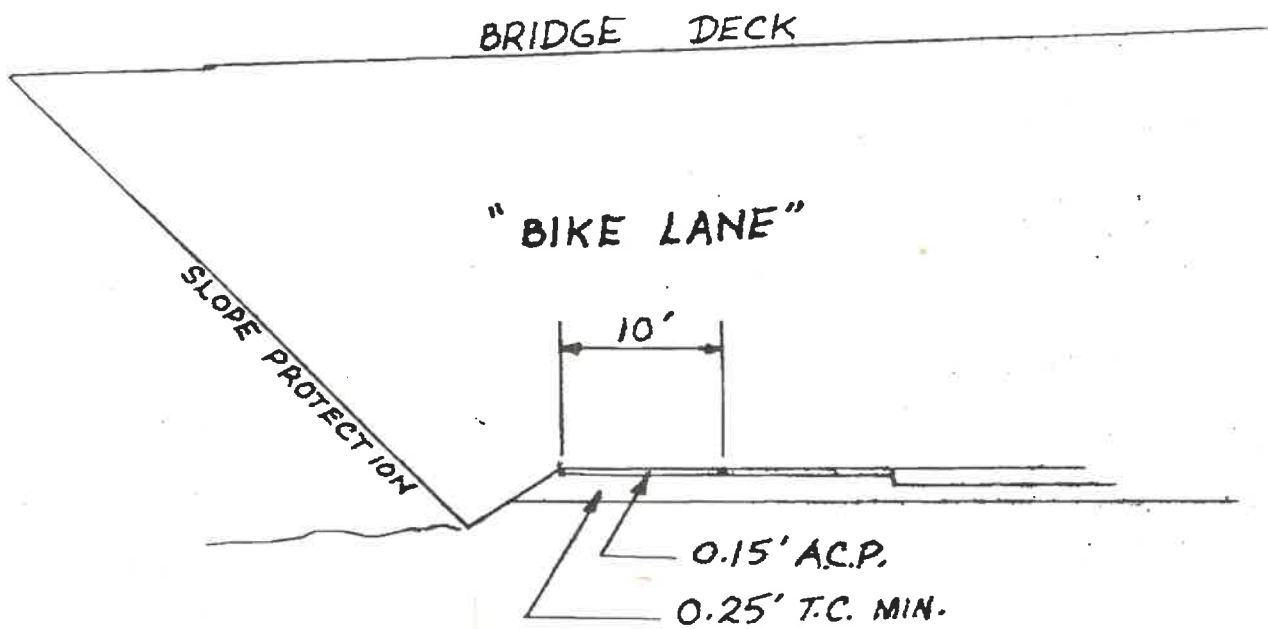


TYPICAL SECTION "B"

BICYCLE TRAFFIC WILL USE
SHOULDER

"EXHIBIT NO. B"
SAT 3 of 5

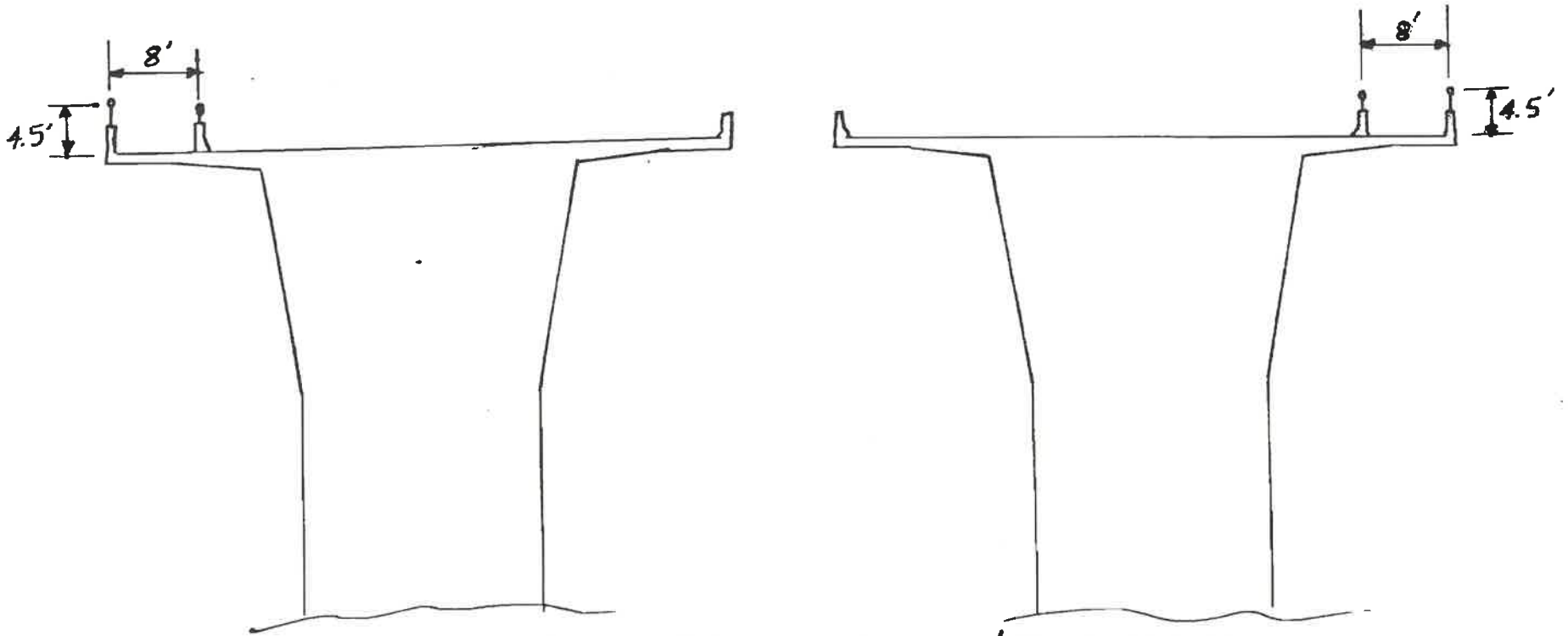
U11968



TYPICAL SECTION "C"

EXHIBIT NO. B
SHEET 3 of 5

GM968



TYPICAL PEDESTRIAN / BICYCLE
BRIDGE SECTION
OVER COLUMBIA RIVER

GM968

EXHIBIT NO. B
SHT 4 of 5



City of
Pasco

Community & Economic Development Department
PO Box 293, 525 N 3rd Ave, Pasco, WA 99301
P: 509.545.3441 / F: 509.545.3499

Fee: \$300

**CITY OF PASCO
STREET/ALLEY VACATION PETITION**

Master File # VAC2026-001

Date Submitted: March 16, 2026

We the undersigned, owners of two-thirds of the privately-owned abutting property, hereby petition the City Council of the City of Pasco to vacate the following described street/alley rights-of-way:

Harris Road on Lot 10 of the Broadmoor Development

Applicant/ Owner 1	Name:	<u>Broadmoor Properties, LLC</u>
	Address:	<u>c/o Dale Adams, 6070 Lake Geneva Dr, Reno NV 89511</u>
	Phone:	<u>925-323-4403</u>
	Email:	<u>dadams907@aol.com</u>
	Signature:	<u>Dale Adams</u>

Owner 2	Name:	
	Address:	
	Phone:	
	Email:	
	Signature:	

(Please see reverse side)

Pasco City Council

Regular Meeting

April 6, 2026



Pasco City Council

**Resolution Setting
Time and Date for a
Right-of-Way
Vacation Public
Hearing-Harris Road-
VAC2026-001**

April 6, 2026



City of
Pasco
Washington

01 History
02 PMC
03 Vicinity Map

HISTORY

May 2, 1980 – Turnback
Agreement (GM 1045)
May 23, 1980 – Trail
Agreement (GM 0968)



January 5, 1981 –
Ordinance #2388 City
Annexation



April 3, 2026 –
Broadmoor Properties,
LLC Submitted ROW
Petition



June 16, 2025 –
Resolution #4608 Harris
Road Realignment 2026-
2031 Six-Year TIP



VAC 2026-001 Harris Road Right-of-Way Vacation

PMC 12.40 Right-of-Way Vacations

A street vacation may be initiated either by a City Council resolution OR by a petition signed by owners of more than two-thirds of the property abutting the area proposed for vacation.

Hold a public hearing Tuesday, May 4, 2026 @ 7:00 PM:

Once a complete vacation application is received, or if the City Council initiates the vacation, the Council must adopt a resolution to set the date and time for a public hearing. The public hearing must be scheduled no less than 20 days and no more than 60 days after adoption of the resolution. The Council may initiate the vacation and set the public hearing within the same resolution. However, regardless of how the process is initiated, a resolution is required to establish the hearing date.

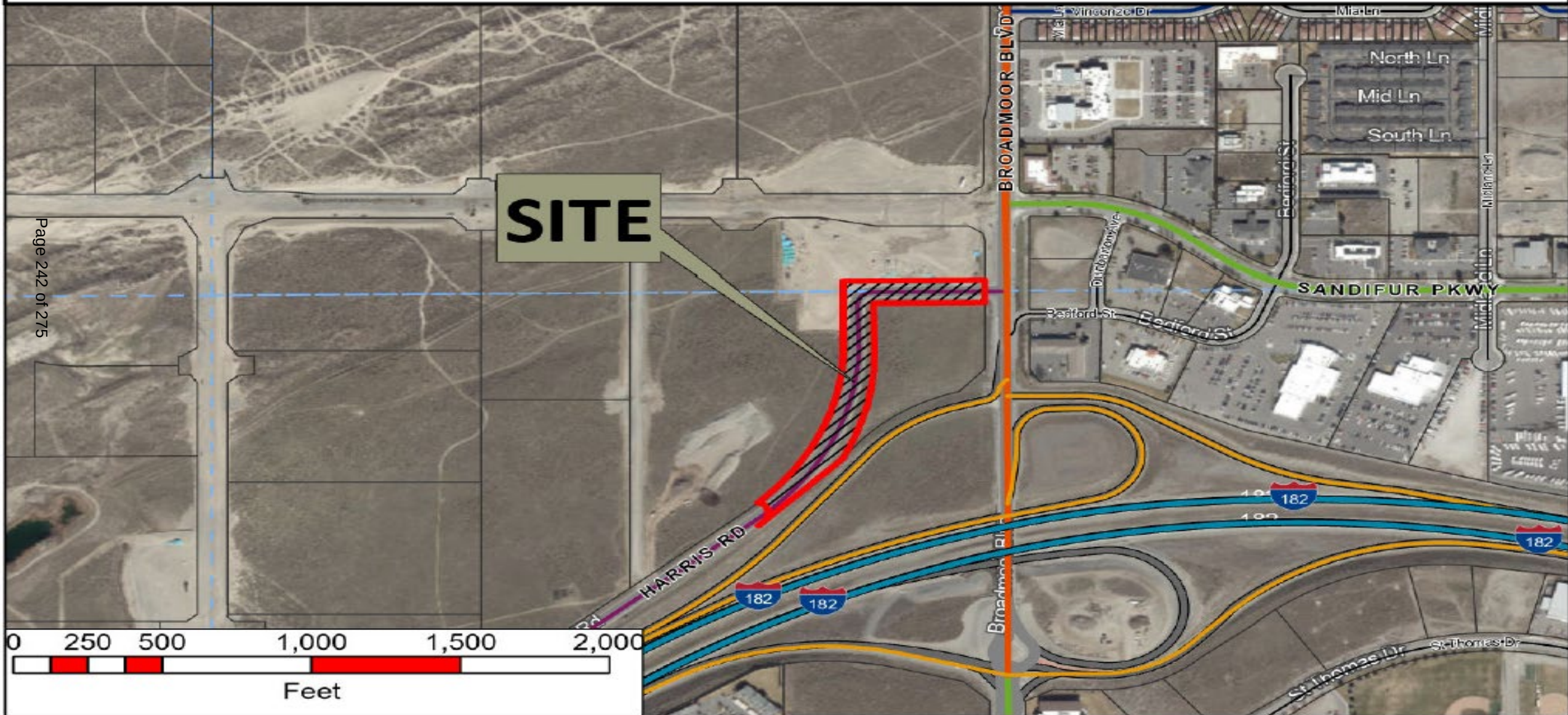
City Council Vacation Approval Criteria

The City Council considers the following when reviewing a vacation petition:

- 1. Traffic Circulation**
The vacation must not negatively impact traffic accessibility or circulation in the area or the City as a whole.
- 2. Future Public Use**
The right-of-way must not be planned or needed for future public purposes.
- 3. Property Access**
No adjacent property should become landlocked or experience significantly reduced access as a result of the vacation.
- 4. Public Interest**
The vacation must not harm public needs and should offer a public benefit or serve a public purpose.

Vicinity Map

Item: Harris Road ROW Vacation
Applicant(s): Broadmoor Properties, LLC
File #: VAC2026-001





Questions?

Thank you!



TO: Mayor, Charles Grimm
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: April 6, 2026

City Manager:

We concluded the final department introduction for all Council members, especially the newest. Thank you to the Council for making the substantial time commitment and to the departments for preparing and participating.

Chief Roske has concluded his service as Chief and Interim Chief Cook is currently leading the department. Thank you to all who showed their gratitude to Chief Roske and his dedication to Pasco for the last 39 years.

Parks and Recreation Director Jesse Rice has resigned his position effective immediately. Angela Pashon has taken the responsibility of serving as the Interim Parks and Recreation director. During this assignment she will not have any other responsibilities as the Assistant City Manager.

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.
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**-Qualified candidate withdrew application after accepting another position. CMO is considering other alternatives.
6. **Hiring of Police Chief**-Recruiting firm has been selected and the process has begun.
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**-Completed.
11. **Consideration of annexation into Conservation District**- Completed.
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 April.
14. **Pop up Vendors**- Ongoing monitoring by staff and coordination with the Health District. Staff will prepare a budget amendment to pay for evening and weekend enforcement. This will also be discussed as part of the FY 2027/28 budget process for inclusion. Public Health District will be presenting again on this to the Council and community soon.
15. **FY 27/28 Budget**-Staff had its budget kickoff meeting.
16. **Public Dollars for Public Benefit**- This item was tabled by Council until January 2027.
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 survey is live on the website and available in English and Spanish.
19. **Essential Public Facilities and LRAs**- Public engagement meetings have been scheduled and dates, locations and times are available on the City website and social media outlets.

Meetings attended since the last report: Communication meetings with the Mayor, Mayor Pro Tem, and all Council members; Finance, Police Department, Parks and Recreation, and City Manager Office Department meetings with Council; spent a couple of hours downtown and speaking with business owners; had a ride along with late afternoon/early evening shift with the Police department; did a ride along with Animal Control staff; took a tour of the progress on the Pasco Aquatics Center; met with legislative counsel to discuss preparation for the next legislative session; attended the Pasco Chamber Board of Directors meeting; attended the morning sessions of the Federal Partners Coalition hosted in Pasco; attended the TRIDEC Board meeting; bi-monthly communication meeting with Municipal Court Judge; and many other internal communication and project meetings.

Interim Parks & Recreation Director, Angela Pashon

Tri-Cities Animal Services:

General Information

- Selected candidate for the Animal Control Officer position. Expected start date is 4/13/2026 pending background check.

- City Manager rode with Animal Control on 3/20/2026 to see how TCAS operates. It was also a great experience for staff to learn a little more about our City Manager.
- Photo opportunities with Pasco Police with TCAS animals to help promote Fur Babies and the Fuzz adoption event scheduled for May 9, 2026.

Monthly Stats

- Current Animals in Care: 119
- Dogs: 65
- Cats: 54
- Animals Impounded: 120Cats/99Dogs = 219
- Animals Released: 107Cats/94Dogs = 201
- Animal Control Cases: 191

Community Outreach and Education

- Humane Education and Donation pick up at Marie Currie School on 2/26/2026.
- New Horizon group tour on 3/4/2026.
- H2C group tour on 3/22/2026.
- Homeschool group tour on 3/23/2026.
- Pasco Highschool group tour on 3/24/2026.

Recreation Services:

General Information

- Spring use at the Pasco Sporting Complex - Soccer Facility started at the beginning of March.
- Held First two tournaments at the Pasco Sporting Complex – Softball Facility
 - Currently have 22 tournaments booked for the 2026 season

Sponsorships

- STCU – Winterfest - \$10,000
- Fiesta Foods – Cinco de Mayo - \$2500
- CBC – Cinco de Mayo - \$1000
- ICCU – Cinco de Mayo - \$5000
- ICCU – Grand Old 4th - \$2500
- ICCU – Spring EggStravaganza - \$500
- ICCU – Spooky Hall - \$500
- ICCU – Multiple Sports & Field Banner - \$4500
- ICCU – Lampson Cable Bridge Run - \$2500
- Irrigation Specialist – Cinco de Mayo - \$2500
 - **TOTAL MONETARY VALUE: \$31,500**

IN-KIND

- ICCU – Fiery Foods Festival - \$200 In-Kind Prizes
- Meadow Outdoor Advertising – Peanuts Park Events on Static Billboard on Lewis & 17th - \$8,800 In-Kind

TOTAL IN-KIND VALUE: \$9,000

Aquatics

- Conducted two high school outreach events and attended the CBC Career Fair to promote the Aquatics Hiring Event.

- Lifeguard Hiring Event
 - In collaboration with Parks & Recreation, HR, and CMO held first hiring event for lifeguards this past Saturday at Memorial Pool
 - Large turnout with an estimated 170 hopefuls attending to complete a swim test and interview
 - 48 offers to join the City of Pasco Aquatics team were made
 - Another event will be planned leading up to Memorial pool and Pasco Aquatics Center opening

Special Events

- Frozen Tundra Trail Run – Held on January 31
 - 132 registered participants (largest to date for this event)
- Cinco de Mayo Planning
 - Downtown Business Outreach
 - Started Community Marketing Initiative
 - Event Meetings with Community Reps
 - Parade Grand Marshal Planning & Selection
- SeaFCW26 Fan Zone Planning
 - Community Group Meetings
 - Marketing Planning Meeting
 - Finance & Logistics Meeting
 - Small Group Breakout Meetings By Area of Event
- Grand Ole Fourth of July - 250th
 - Event Planning and Layout
 - Research for Additional Event Ideas

Adult Programs and Leagues

- Adult Basketball – Season Complete
- Adult drop-in Volleyball continues to demonstrate strong demand and community value, with consistent weekly attendance ranging from 90–120 participants. These programs promote health, wellness, and social connection among adult residents.
- Taking Registrations for Adult Softball and Ultimate Frisbee
- Held March Sip & Paint program at the First Avenue Center
- Garden beds at the First Avenue Center are starting to get planted

Youth Programs and Leagues

- PR Runners Spring Cross Country League is in season. Final meeting scheduled for March 28
- Pint Sized Playtime

Parks:

Parks

- Irrigation clocks install
- Shrub bed pruning
- Baseball backstop repair Richardson Park
- Encampments clean up
- Irrigation preparations
- Bathroom painting
- Mowing has begun
- Daily maintenance

Athletic Fields

- Daily field prep at Softball
- Tournaments have begun at Softball Complex
- Burden Soccer games have started
- Aeration of fields
- Fertilizing athletic fields
- Overseeding high use areas
- Shade cloth going up
- New Sign install started at Burden Soccer

Facilities:

Cartegraph Work Order Monthly Stats

- 356 completed last month (HVAC Filter Change)
- 239 completed this month

Cemetery

- 8 funerals last month
- 2 funerals this month
- 15 funerals this year

Special Events (completed this month and upcoming next month)

- Started planning process for Memorial Day: secured Nikki Tores as Keynote speaker and Chris Littrell as special resource speaker.

Projects

- City wide HVAC filter change, replaced splash panels at Animal Control in the dog runs, Contractor completed installation of Variable Drives for air handlers at City Hall, started charging the water system for our seasonal buildings (Gesa Stadium, concession stands and restrooms), Unloaded and received bulkhead for Memorial Pool

Interim IT Director, Bill Crane

Completed High-Level Projects:

- Park Finder Art Map – Interactive parks and attractions finder app.
 - Initiative: Citizen Engagement
 - Status: Project complete and has been published for public use
 - Weblink: [Visit Pasco | GIS Service Center](#)
- Replace Fire Station Locution Dashboards – Replacing problematic Locution Dashboards with First Arriving displays.
 - Initiative: Public Safety Technology
 - Status: New dashboards have been deployed at all fire stations and old equipment has been removed

Active Projects (In Progress)

Community Services (Citizen-Facing)

- Police Department Axon Fusus (80%-) – Police Real-Time Crime Center platform integrating live video, AI insights, and public/private feeds.
 - Initiative: Community Safety

- Status: Drones have been integrated. Pending Flock and final camera configuration.
- Gesa Stadium IT Infrastructure (95%) – New stadium IT build (access control, cameras, fiber, door systems).
 - Initiative: Quality of Life
 - Status: Video encoder installed. Door strikes are ordered and, on their way.

Citywide Initiatives:

- Validated Architecture Design Review (VADR) (37%) – Addressing Cybersecurity issues in Pasco's water infrastructure SCADA systems.
 - Initiative: Cybersecurity
 - Status: 13 of 35 actions taken; remediation ongoing.
- AD Automation (55% - unchanged) – Automating new employee account creation using New World data to speed up onboarding and reduce manual work.
 - Initiative: Automation & Process Improvement
 - Status: Applications Team is finishing their work before handing off to Operations for configuration then implementation
- Laserfiche Invoice Workflow (99%) – “Scan and Toss” Account Payable (AP) workflow automation.
 - Initiative: Lean Process Improvement
 - Status: Pending adding Management to workflow (Finance approval required)
- Change Management (95% - unchanged) – Formalizing IT change control process.
 - Initiative: Governance & Process Improvement
 - Status: Pending remaining user adoption. Operations team has implemented the new process for all new changes
- Intune (60%) – Migrating SCCM tasks like computer update distribution, system compliance settings, and endpoint protection to Microsoft Intune (Autopilot, app deployment).
 - Initiative: Cloud & Endpoint Modernization
 - Status: Removing policies that are not needed and adding final policies configurations.

Departmental Support:

- Cisco Umbrella (17%) – DNS security and web filtering for internet traffic.
 - Initiative: Cybersecurity
 - Status: Latency issue is still being worked. We have created tickets with Cisco to resolve. Seeking Cisco support for initial configuration.
- Barracuda (99%) – Managing Barracuda Message Archiver storage (currently 95% full).
 - Initiative: Storage & Compliance
 - Status: Storage cleanup continues, with storage use increasing from 95% to 96%. Lists of accounts that no longer need to be retained have been submitted and are going through the required approval process. Updates to record-retention rules are also being developed that would allow some messages to be kept for a shorter time in the future, helping reduce storage use. A new Server has been ordered with larger capacity.

- GIS Enterprise Server Geo-Database Migration (90%) – ESRI consulting to stabilize GIS infrastructure.
 - Initiative: GIS Optimization
 - Status: Finalizing the remaining layers, Server upgrade to 11.5 is complete
- Cartegraph Facility Module (952-) – Migrating facility assets into new dedicated Cartegraph module.
 - Initiative: Facilities Modernization
 - Status: All assets have been migrated to the new module. Working with Facilities to standardize remaining layers.

Helpdesk Service Requests

New Tickets Received: 159

Tickets Resolved: 164

Currently Active: 187

Helpdesk Incident Requests

New Tickets Received: 199

Tickets Resolved: 242

Currently Active: 265

Tickets by Department (% of Resolved)

Public Works: 24.14%

Information Technology: 13.30%

Police Department: 11.82%

NeoGov: 10.84%

Finance: 9.61%

Fire: 7.14%

Community & Economic Development: 6.40%

Parks and Recreation: 5.91%

Human Resources: 4.68%

Municipal Court: 4.43%

Executive: 1.72%

IT Customer Satisfaction Survey Score: 98%

System Metrics

- Network Uptime – 99.98%

Threat analytics: Malicious attacks

- Total attempts: 7
- Total incidents: 3

Project Metrics

- Active: 18
- Backlog: 4
- On Hold: 14
- Proposed: 8

Fire Chief, Kevin Crowley

March 2026 (March 1 – March 25):

Month	Fire Calls	Structure Fires	Wildland Fires	EMS Calls	MVA's	Total Calls
March	8	1	1	372	1	554

Hires, Promotions, and Retirements

- Conducting Chief interviews for the Administrative Assistant II and Executive Assistant positions.

Community Engagement Events

- Provided the Pasco Fire Department Peer Support Team to North Franklin County, who assisted their crews work through the emotions of a difficult incident.

Collaboration

- Worked with the Port of Pasco to help place their new Airport Rescue and Firefighting (ARFF) truck in service.

Training

- First Amendment Auditor Training (Train-the-Trainer). Began training crews.
- Completed first Citywide CPR / AED / Stop the Bleed / Narcan administration training. Trained 18 city staff.
- Quarterly Pediatric Advanced Life Support (PALS) training for our paramedics.

Interim Chief of Police, Brent Cook

Field Operations Division:

- Officers participated in the Fur Babies and the Fuzz photoshoot to promote adoption through the Tri-Cities Animal Shelter (see photos below).



- Command participated in the “Rethinking ALPR: Real Time Intelligence” national discussion.
- Field Operations have begun using Axon FUSUS to manage critical incidents.
- Captain Vaught participated in the Regional Patrol Commanders’ quarterly meeting to discuss regional challenges and share ideas to maximize our resources to keep our communities safe.
- Field Operations participated in the Franklin County Emergency Management Hostile Action-Based Exercise. This is an evaluated exercise that helps Pasco PD meet state and national accreditation standards.
- The District One Business Watch Meeting was held at 2PM March 19th at the Red Lion Hotel.
- The District Two Business Watch Meeting was held at 1PM March 24th in the police department’s Community Room.

Professional Standards Division:

- Led comprehensive March 2026 training initiatives for all officers, with a focused emphasis on firearms skills and knife defense tactics.

Support Operations Division:

- Evidence Technician Ashley Lucas attended a specialized buried body recovery course. The knowledge and skills she has gained will enhance the Detective Unit's capabilities.
- Captain Parramore served as an assessor for the Benton County Sheriff’s Office lieutenant promotional process.
- The Pasco Police Department and Kennewick Police Department officially launched the regional forensic laboratory. Detective Jeff Sagen (Kennewick PD) is now assigned to the lab, along with Pasco Detectives Jake Spitzer and Andrew Taylor. This will significantly strengthen investigative capacity for both agencies.

- Pasco detectives hosted the Franklin County Prosecutor's Office and provided a technology demonstration of newly acquired tools, including Fusus, Magnet Forensics, and Code4, enhancing collaboration and prosecutorial support.
- The regional Special Investigations Unit (SIU) conducted interviews for eight new detective positions, hosted at the Pasco Police Department.

ANNUAL REPORT

2025

Page 254 of 275



A MESSAGE FROM THE PRESIDENT & CEO AND THE CHAIR OF THE BOARD

Transforming People and Places

Cathedral Thinking is a mindset rooted in long-term vision and purpose. It reflects the dedication of those who built great cathedrals—**crafting something extraordinary** they knew they would never see completed. It is about committing excellence, skill, and determination to work that serves future generations. As Forbes summarized, people don't simply want to lay bricks—they want to build cathedrals.

The tourism community is rich with Cathedral Thinkers who play a transformative role in shaping the people and places of the Tri-Cities.

Visit Tri-Cities acts as a bridge connecting community leaders, agencies, and tourism partners as we help infuse economic vitality and community achievement. Our work is wrapped in the strategic art of shaping and enhancing the Tri-Cities to deliver **genuine experiences**, drive **sustained business success**, and build **meaningful local pride**.

The 2025 Annual Report provides a snapshot of key metrics and accomplishments from our efforts to fuel transformational growth in the Tri-Cities through tourism.

Kevin Lewis
President & CEO



Trish Herron
Chair of the Board



Genuine Experiences

The IRONMAN® 70.3® event is transforming the perception of the Tri-Cities as a destination. Each year close to 7,500 visitors come for the event. 90% travel more than 150 miles and based on their experience here, they give the community a 94% satisfaction rating.

Comments from Athletes:

- *"The local community is amazing, the area is beautiful, the food, the wine, the racecourse, all of it."*
- *"Clean, pretty.... So very convenient."*
- *"I would have never thought about this area without coming to race and, I can't wait to go back - even consider moving here."*
- *"The residents were the warmest I've ever encountered (in 30 years of this!)"*
- *"This is truly one of the best race locations and events in my 25 years of doing triathlon."*

IRONMAN® 70.3® Washington Tri-Cities

\$6-\$7M
Economic
Impact

7.5K Visitors
43 States
14 Countries

94%
Satisfaction
Rate

75 Net
Promoter
Score
(19 points higher than
the global average for
IRONMAN® Events)

Sustained Business Success

Tourism infuses more than **\$643 million** into our local businesses each year. This creates a positive economic cycle as revenues flow through our community supporting jobs, lowering taxes, stimulating opportunity, and enhancing our quality of life. Nearly **6,000 residents** earn their livelihood working for tourism businesses - spurring on over **\$1 billion** in business sales. – Tourism Economics 2024 Report

Meaningful Local Pride

In 2025 Visit Tri-Cities launched the **IM TRI** program, a community initiative that provides two local participants with the opportunity to train for and compete in the IRONMAN® 70.3® Washington Tri-Cities. With significant help from local sponsors, IM TRI creates **a path of hope** that propels individuals over obstacles that might otherwise prevent their participation – and in the process it transforms their lives.

"The IM TRI program really catapulted him in a different space. He went from this darkness in his past life, and he's able to continue that journey into this light through exercise and the support of the community."
– IM TRI Participant's Spouse

Crafting Something Extraordinary

The Three Rivers Convention Center is undergoing a major expansion designed to meet the growing needs of conventions, meetings, and sporting events. A major highlight of the expansion is the addition of a new 162-room AC Hotel by Marriott, directly connected to the convention center, creating a seamless, walkable experience for event guests.

Construction is progressing on schedule with completion expected by the end of 2026.

2025 ORGANIZATIONAL STRUCTURE

OUR MISSION

Fuel transformational growth in the Tri-Cities through tourism.

Visit Tri-Cities is a catalyst for success in our communities. With an over-arching purpose to help our communities achieve their goals, we leverage the power of destination marketing and promotion to fuel transformational growth. As the visitor economy churns it helps transform the Tri-Cities into a vibrant destination – a place where people want to visit, live, work, play, and invest.

STRATEGIC PILLARS



STRATEGIC SALES

Primary Intent: Fill hotel rooms by increasing our share of convention and sports bookings.



EFFECTIVE MARKETING

Primary Intent: Increase overall tourism traffic to the destination by improving visitor awareness, understanding, and interest; streamlining and enriching communications; and enhancing the destination brand.



COLLABORATIVE DESTINATION DEVELOPMENT

Primary Intent: Support and advocate for the evolution and enhancement of destination attractions, infrastructure, and services to create enriched experiences for visitors and residents.



PROACTIVE COMMUNITY ENGAGEMENT

Primary Intent: Strengthen community awareness, appreciation, involvement, and support for tourism endeavors and leverage the power of destination marketing to help our communities achieve their goals.



INNOVATIVE AND MEANINGFUL OPERATIONS

Primary Intent: Establish an innovative culture where clear vision, efficient systems, and financial stability create a competitive advantage and foster an environment of engaging, meaningful, and rewarding work.

2025 TEAM ACCOMPLISHMENTS

Hosted 160 meetings and sporting events.

For every \$1 we spent in digital advertising to market the destination we tracked nearly \$100 new dollars that were spent at local businesses.

Consistent group sales helped set the stage for a \$70M, 115k sq. ft. expansion at the Three Rivers Convention Center to meet growing needs.

For helping shape the region, Visit Tri-Cities CEO was honored with the 2025 People of Influence Award as one of the Tri-Cities most influential decision-makers.

Our organization received a 94% overall rating from team members for fulfilling key indicators found in organizations with an igniting culture.



We are proud to be awarded accreditation from the prestigious Destinations International.

VISITOR ECONOMY

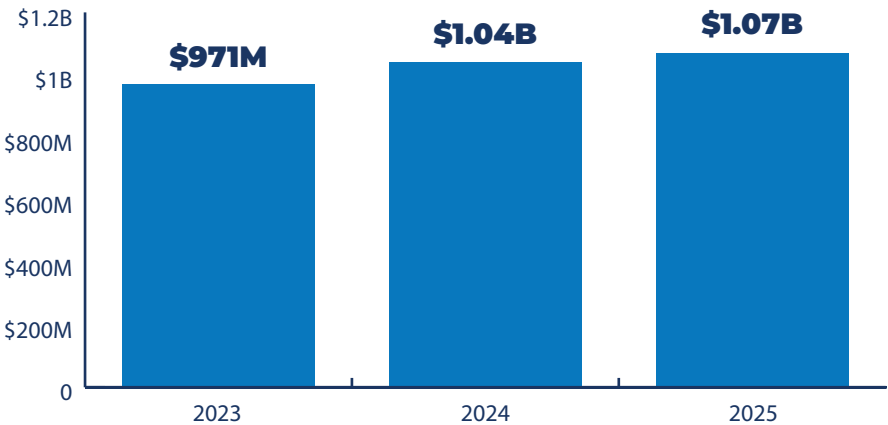
Visitors generated employment opportunities, business revenues, and tax revenues that create a positive economic cycle.

\$643M in Annual Visitor Spending
(\$1.7M day)

\$79.9M in State and Local Tax

\$1.07B in Total Business Impact

OVERALL IMPACT OF OVERNIGHT VISITORS



SPENDING CATEGORIES

\$146.5M



Food & Beverage

\$144.3M



Retail

\$133.7M



Lodging

\$119.3M



Local Transportation

\$99.5M



Recreation

LODGING TAX REVENUE

	Kennewick	Pasco	Richland	Totals
2022	\$672,025	\$440,350	\$733,662	\$1,846,037
2023	\$714,098	\$498,162	\$795,213	\$2,007,473
2024	\$785,557	\$541,555	\$886,798	\$2,213,910
2025	\$792,695	\$537,504	\$928,662	\$2,258,861

*Visit Tri-Cities receives 50% of collected lodging tax.



EMPLOYMENT
Direct: 5,886
Total: 8,506

FINANCIAL PICTURE

FUNDING SOURCES

Lodging Tax (LTAC)

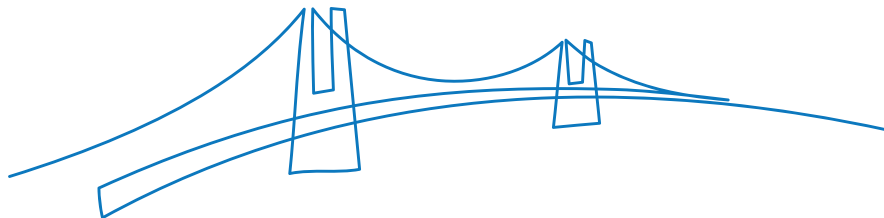
A tax paid by visitors who stay in short-term lodging such as hotels and motels. The tax is collected by the lodging property and remitted to the state, which then distributes the local portion back to each city. Under current interlocal agreements, Visit Tri-Cities receives approximately one-half of the local 2% lodging tax collected by each city. This is calculated as a rolling five-year average. These funds must be used for tourism promotion and tourism-related facilities.

Tourism Promotion Area (TPA)

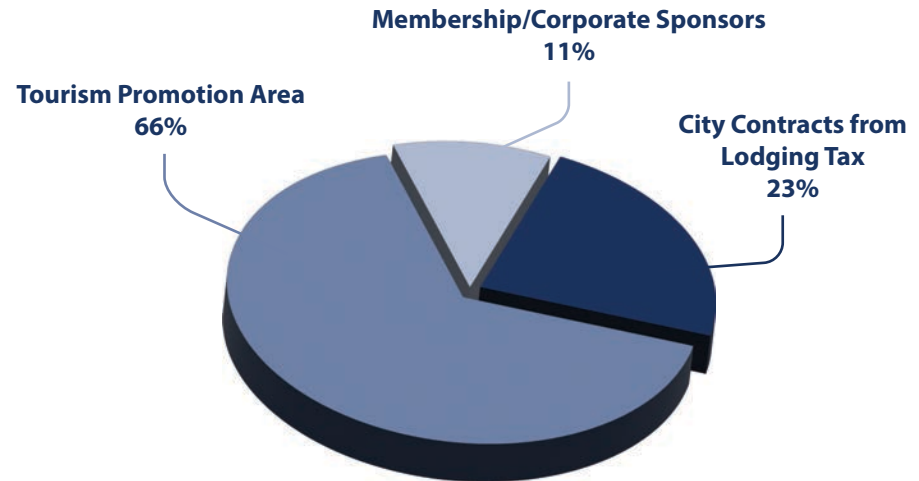
This state-authorized funding is endorsed and implemented by local hotel operators to support marketing and promotion of tourism in the area. In a TPA, local hotels with 40 or more rooms agree to collect a nightly per-room assessment from guests (currently \$3). By law, 100% of TPA funds collected are contracted to the designated Destination Marketing Organization (DMO) to manage the funds. Marketing plans and budgets are approved by the local Hotel/Motel Commission.

Sponsorship

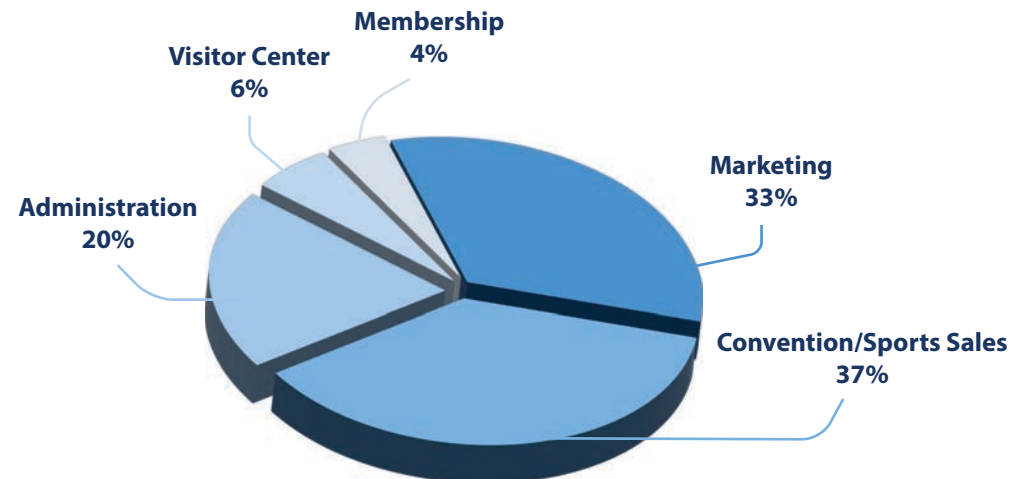
Visit Tri-Cities collaborates with a number of private sector partners whose strategic objectives, missions, and values align with the strategic initiatives of Visit Tri-Cities. These organizations make significant annual investments in support of the work that we do.



TOTAL REVENUE: \$3,601,635



TOTAL EXPENSES: \$3,170,577



LODGING OVERVIEW

In 2025, the U.S. tourism industry experienced measurable softening driven by geopolitical tensions, government restrictions and shutdowns, global economic uncertainty, and evolving consumer travel behavior. Many destinations across Washington State reported declines in occupancy, ADR, revenue, and overall demand.

Despite these broader headwinds, the Tri-Cities lodging market demonstrated resilience and competitive performance. Year-end hotel revenues increased 2.2% year over year, outperforming statewide trends, while ADR growth and increased room sales offset modest occupancy declines.

While national travel demand began softening immediately, the Tri-Cities market remained comparatively strong through the first half of the year. In mid-summer, visitation patterns in Tri-Cities aligned with the broader state and national trends and the second half of 2025 ultimately finished below initial projections/expectations.

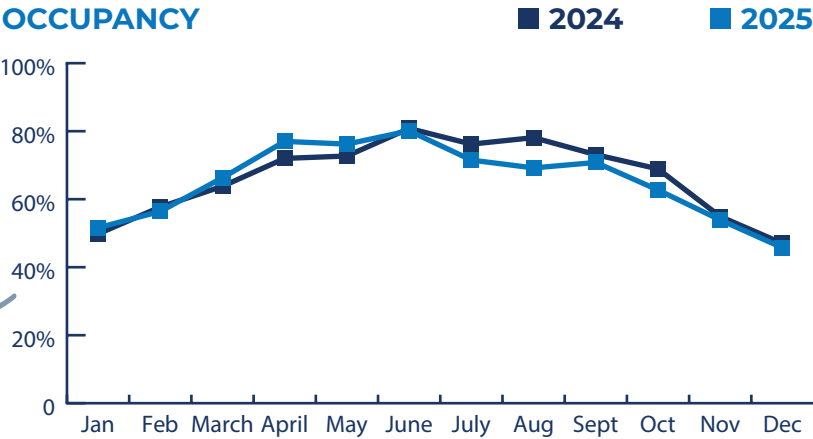
One of the factors impacting hotel occupancy is the increased inventory in the short-term rental market. Overall metrics indicate continued strength in visitor demand for this type of lodging.

Despite national tourism contraction, the region maintained revenue growth, and outperformed statewide benchmarks—demonstrating the effectiveness of Visit Tri-Cities initiatives.

There are currently **3,767** hotel guest rooms in the Tri-Cities.

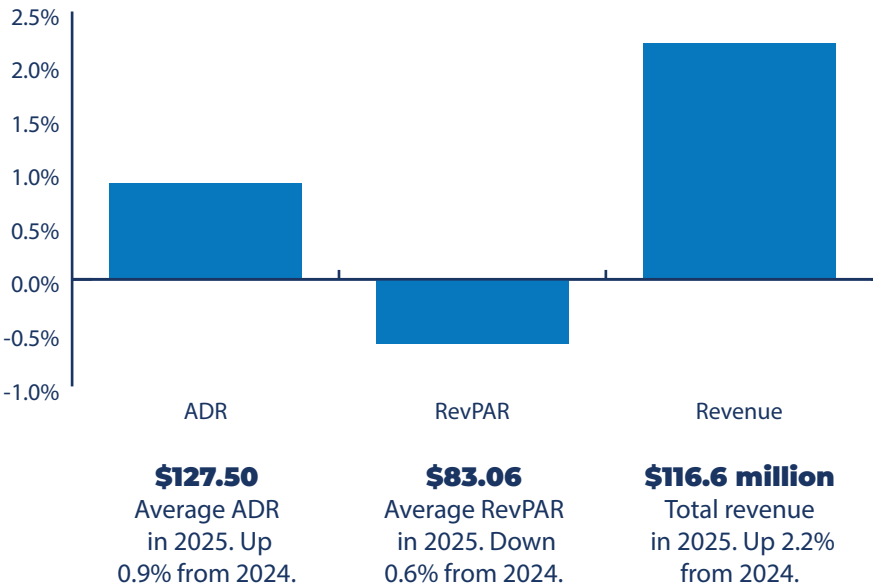
HOTEL DATA

While occupancy softened slightly, Tri-Cities hotels achieved revenue growth through modest ADR gains and increased room sales. Importantly, the market outperformed statewide averages across revenue, ADR, RevPAR, and rooms sold.



65.1%
Average Occupancy
in 2025. Down
1.7% from 2024.

2025 ADR, REVPAR, REVENUE COMPARED TO 2024



Source: STR, LLC. REPUBLICATION OR OTHER REUSE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR, LLC IS STRICTLY PROHIBITED.

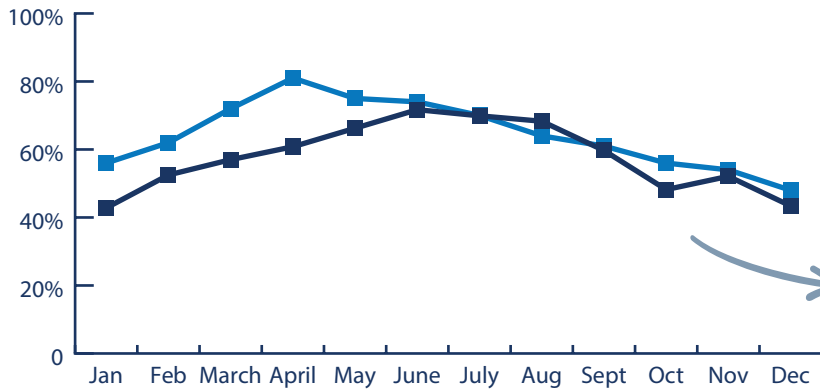
SHORT TERM RENTAL DATA

The Short Term Rental market experienced substantial growth in both supply and demand. While ADR moderated due to expanded inventory, overall revenue growth, and occupancy gains indicate traveler interest in this type of lodging.

On average, there are **298** short-term rental listings each day in the Tri-Cities.

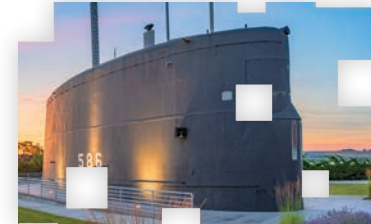
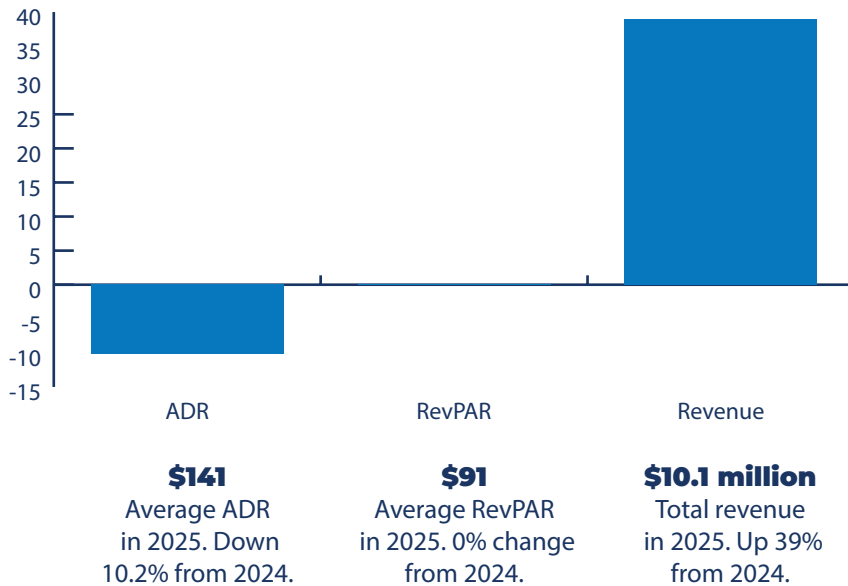
OCCUPANCY

■ 2024 ■ 2025



64.4%
Average Occupancy
in 2025. Up 11.6%
from 2024.

2025 ADR, REVPAR, REVENUE COMPARED TO 2024



STRATEGIC SALES

The Sales Department's primary objective is to promote the Tri-Cities to convention organizers, sports event planners, and group meeting professionals through direct outreach, strategic marketing efforts, and participation in key industry events. Securing these events drives overnight stays and plays a vital role in generating business and tax revenues for our community. Visit Tri-Cities strengthened its event pipeline and secured multi-year conventions and championships for the years ahead. Continued investment in signature events like IRONMAN® 70.3® and USA BMX further elevated national visibility, delivered measurable economic impact, and reinforced the Tri-Cities' competitive position in the meetings and sports markets.

HIGHLIGHTS

160 Conventions,
Sports & Group
Activities Hosted

Down 4.8% from
previous year

146,886
Visitors Attracted

Up 10.9% from
previous year

\$37,259,071
Convention and
Sports Spending
to Region

Up 4.3% from
previous year



SIGNATURE EVENT STRATEGY

Visit Tri-Cities continues to invest in and expand signature sports events that deliver high economic and brand impact.

- IRONMAN® 70.3® Tri-Cities
- USA BMX Lumberjack Nationals
- 2026 American Cornhole League Event Series 3
- 2025 Latino State Championships, United States Specialty Sports Association (USSSA)



**#1 IRONMAN® 70.3®
run course in the world.**



OTHER KEY EVENTS SECURED

- 2025–2028 Washington Association of Pupil Transportation Conference & Trade Show
- 2025 WA Cup Championship Round (Washington Premier League)
- 2025 Washington Association of County & City Information Systems Conference

SALES TEAM ACCOMPLISHMENTS



164 Total Leads



149 Total Bookings



135,425 Total Attendees
Booked



35,899 Total Room Nights
Booked



\$28,492,698
Total Convention & Sports
Economic Impact Secured

THREE RIVERS CONVENTION CENTER EXPANSION

The expansion of the Three Rivers Convention Center marks a significant opportunity for future growth. Visit Tri-Cities will continue to play a key role in positioning the region to fully leverage this investment, attracting larger, higher-value events and expanding our sales pipeline. Once complete, the project is expected to generate approximately 200,000 attendees annually – driving an estimated \$130.8 million in total visitor spending, \$26.4 million in earnings, and \$6.9 million in state and local tax revenues.



EFFECTIVE MARKETING

Visit Tri-Cities continued to implement a strategic, data-driven advertising program to increase destination awareness, inspire travel, and generate economic impact for the region. Through a multi-channel approach—including display, native, and video advertising—the campaign connected with prospective travelers and highlighted the Tri-Cities' sunshine, rivers, vineyards, and spirit of discovery.

The 2025 campaign targeted both fly and drive markets. Fly market advertising focused on Phoenix, Salt Lake City, and Los Angeles, while drive market efforts targeted Seattle, Spokane, Portland, and Boise to encourage regional getaways. In fall 2025, Visit Tri-Cities strategically shifted a portion of fly market investment to drive markets in response to changing travel patterns and disruptions in government and business travel, focusing on nearby leisure travelers to sustain visitation.

Visitors to the destination from markets targeted with multiple campaigns spent an average of **\$220 per visitor**.

2025 CAMPAIGN HIGHLIGHTS

\$30,494,869 Campaign Impact

\$98.40:\$1 Return on Ad Spend

23,703,005 Impressions

76,000 Click Throughs

Visitors who were exposed to Visit Tri-Cities advertising were **5.4X more likely** to visit the destination than those who had not seen the ads.



2025 WEBSITE HIGHLIGHTS

577,000+ Visits

Up 24% over last year

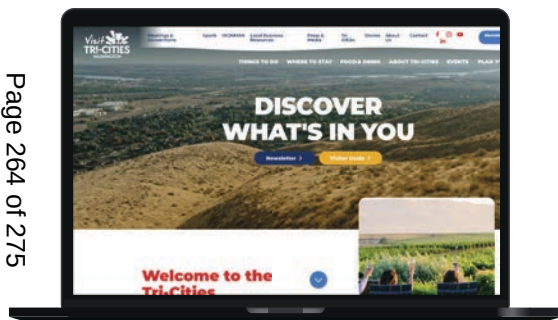
1.06+ Million Page Views

Up 11% over last year

76,000+ Partner Referrals

Up 22% over last year

Page 264 of 275



2025 SOCIAL MEDIA HIGHLIGHTS

4.8 Million+ Social Media Impressions

Up 57.7% over last year

153,763 Engagements

Up 24.5% over last year

12,595 Click Throughs

Up 45% over last year



Total Social Media Audience 53,651

Up 11.8% over last year



Instagram Followers: 19,211

Up 13.7% over last year



Facebook Followers: 35,116

Up 13% over last year



LinkedIn Followers: 3,960,

Up 23.3% over last year

2025 PUBLIC RELATIONS HIGHLIGHTS

76 Pieces of Positive Media

80+ million Earned Media Impressions

12 Media Familiarization Tours

539K Confirmed Media Content Views

CREATIVE VIDEOS

- Destination Dance video
- USA BMX Lumberjack Nationals video series
- IRONMAN 70.3 videos:
 - Pre-Race
 - Race day
 - Volunteer Highlights
 - Wrap-up content
 - Five IRONMAN vignette features
 - Two television commercials highlighting community impact
- IM TRI Athlete stories

Resulting in more than **168K views.**



COLLABORATIVE DESTINATION DEVELOPMENT

The organization's destination development efforts support and advocate for the evolution and enhancement of destination attractions, infrastructure, and services to create enriched experiences for visitors and residents.

KEY AREAS OF ACCOMPLISHMENT

Tri-Cities Rivershore Enhancement Council (TREC)

Since 1990, Visit Tri-Cities has been the driving force behind collaborative efforts to ensure a vibrant waterfront. TREC continues to facilitate important improvements along the rivers to support the well-being of the region.

- Cable Bridge Lighting Initiative
- Facilitated project advancement with U.S. Army Corps of Engineers
- Facilitated meetings for the Strategic and Technical Committees
- TREC communications updates via Visit Tri-Cities website

Tri-Cities National Park Committee (TCNPC)

The Manhattan Project National Historical Park is a unique treasure of the Tri-Cities community. It is the only National Park jointly operated by the National Park Service and Department of Energy. The TCNPC was established through Visit Tri-Cities to facilitate successful collaboration between the communities and the federal agencies operating the Park.

- Manhattan Project National Historical Park – project prioritization
- Administered funding for science and technology podcast development in partnership with WSU Tri-Cities
- 10th Anniversary Manhattan Project National Historical Park

Development of Tourism Assets

- Three Rivers Convention Center expansion advocacy
- Convention hotel development support
- HAPO Center renovations promotion
- Regional development initiatives:
 - Arts Center Task Force/ Performing Arts Center
 - Pasco Aquatic Center development
 - Mid-Columbia Children's Museum visioning
- Taste Washington Grand Tasting activation
- Three Rivers Wine Collective launch
- Tri-Cities Wine Festival collaboration

Workforce Development

- Two hospitality training programs in partnership with WSU Tri-Cities
- Tri-Cities Hospitality Pathways Plan in partnership with Benton Franklin Workforce Development Council, Washington Hospitality Association Education Foundation, and Washington State Labor Council.



PROACTIVE COMMUNITY ENGAGEMENT

Visit Tri-Cities' broad involvement in the community leverages the power of destination marketing to help our communities achieve their goals. Our team's involvement helped support a broad range of community initiatives and programs, and with it we strengthened community awareness, appreciation, involvement, and support for tourism endeavors.

KEY AREAS OF ACCOMPLISHMENT

Projects, Boards, Committees

- 2026 FIFA World Cup Seattle Fan Zone (Pasco host site)
- Presentations to civic and service groups, chambers, and regional agencies
- City council reporting (Annual and Mid-Year)
- Board & committee participation (regional/state/national)
 - Tri-City Water Follies
 - Bike Tri-Cities
 - TRIDEC
 - Tri-City Regional Chamber of Commerce
 - Pasco Chamber of Commerce
 - Benton Franklin Council of Governments
- Lodging Tax Advisory Committees representation
- Tri-Cities Strategic Alliance collaboration
- Community event support (RiverFest, PNNL Kids Day, etc.)
- Staff volunteer initiatives
- Department of Energy Lunch & Learn tourism presentation

Business & Partner Development

- Secured Bechtel as 2026 IM TRI presenting sponsor
- 44 new tourism members (+9%)

IM TRI Program success

In the inaugural year of our IM TRI program, we selected two local athletes facing barriers to entry—Michael McKinney and Maricela Vargas—to represent the program and compete in the IRONMAN® 70.3® race.

Successfully secured multiple sponsors, enabling us to provide the athletes with a training package valued at more than \$9,600.

Sponsors of the IM TRI program included Bechtel, Augment, Ben Franklin Transit, CBRC, Jen Comfort Coaching, Remedy Health, and Runners Soul.

IRONMAN® 70.3® Washington Tri-Cities

- Volunteer recruitment (1,200+)
- IRONMAN® 70.3® community activities and events
- IRONMAN® 70.3® readiness workshop for tourism partners
- Traffic impact communications and business outreach
- Economic impact research (550+ surveys) in partnership with WSU

Manhattan Project National Historical Park (MAPR) & World War II Heritage

- Received American World War II Heritage City signage grant (\$10,000)
- MAPR 10th Anniversary support
- Atomic tourism programming promotion
- Administered the Tri-Cities National Park Committee

Legislative Initiatives

- Tri-Cities Day in Olympia with the Tri-Cities Legislative Council
- Legislative testimony and advocacy for tourism and regional initiatives
- Statewide tourism collaboration
 - Washington State Destination Marketing Organizations
 - State of Washington Tourism
 - Washington Economic Development Association



INNOVATIVE AND MEANINGFUL OPERATIONS

The strategic focus in 2025 was to enhance our innovative team culture with clear vision, efficient systems, and financial stability to create a competitive advantage and foster an environment of engaging, meaningful, and rewarding work.

KEY AREAS OF ACCOMPLISHMENT

Vision & Leadership

- Strategic organizational assessment
- Leadership restructuring and streamlining
 - Directed efforts toward core strategies that increase visitation, enhance visitor experiences, and grow economic impact.
- Convention sales training
- Destinations International accreditation renewal
- 2025–2027 Strategic Plan (Year 1, 43% progress)
- Secured Lodging Tax Agreements (2026–2030) with Kennewick, Pasco, and Richland
- Visitor Center Open House for Destinations International Professionals Day
- National Travel & Tourism Week activation
- Tourism reporting platform launch to share marketing and tourism data, industry insights and key metrics.

Culture

- Fired Up! Culture program implementation
- Culture Index (94% team score)
- Culture strategy roadmap
- 360 Leadership Evaluations
- Monthly leadership coaching

Financial Strength

- Maintained robust fiscal stability with significant reserve balances and year-end revenues that exceeded the budget by over \$159,000
- Secured \$83,500 in grant funding including State of Washington Tourism grants for USA BMX Lumberjack Nationals and creative production, and Port of Seattle advertising in fly-in marketing
- Submitted key metrics and data supporting WSDMO's TPA Impact Analysis Report for submission to the Washington State Legislature
- Strengthened relationships with key financial partners

Honors/Certifications/Awards

- People of Influence Award (CEO)
- CDME program participation
- Leadership Tri-Cities participation
- 2025 Fired Up! Culture Achievement Award



VISIT TRI-CITIES GOVERNANCE

2025 EXECUTIVE BOARD OF DIRECTORS

- **Chair:** Buck Taft, Tri-Cities Airport/Port of Pasco
- **Past Chair:** Corey Pearson, Three Rivers Campus
- **First Vice Chair:** Trish Herron, PNNL
- **Vice Chair:** Amy Johnson, Purple Star Winery
- **Vice Chair:** Jerry Beach, A-1 Hospitality
- **Vice Chair:** Brian Lubanski, Ben Franklin Transit
- **Treasurer:** Ron Hue
- **Legal Counsel:** John Raschko, Miller Mertens & Comfort, P.L.L.C.
- **CPA:** Monte Nail, CPA

2025 BOARD OF DIRECTORS

- Tim Arntzen, Port of Kennewick
- Councilmember Melissa Blasdel, City of Pasco
- Angie Brotherton, Bechtel
- Liza Clitar, Clover Island Inn
- Washington State Representative April Connors
- Jennifer Cunningham, Q Home Loans
- Karl Dye, TRIDEC
- Derrel Ebert, Tri-City Dust Devils
- Councilmember David Fetto, City of West Richland
- Chauné Fitzgerald, Women of Wisdom/WAACOC
- Melody Goller, Hampton Inn Richland
- Brisa Guajardo, Tri-City Hispanic Chamber of Commerce
- Gabi Guerrero, SpringHill Suites by Marriott
- Mike Hall, Ice Harbor Brewing

- Monica Hammerberg, Hampton Inn & Suites Pasco
- Colin Hastings, Pasco Chamber of Commerce
- Sandra Haynes, WSU Tri-Cities
- Commissioner Scott Keller, Port of Benton
- Mayor Pro Tem Sandra Kent, City of Richland
- Lori Mattson, Tri-City Regional Chamber of Commerce
- Mike McCall, HAPO Center
- David McClain, TC Black
- Commissioner Will McKay, Benton County
- Councilmember Jim Millbauer, City of Kennewick
- Commissioner Rocky Mullen, Franklin County
- Vijay Patel, A-1 Hospitality
- Dara Quinn, Emerald of Siam
- Rob Roxburgh, CPCCo
- Gus Sako, Octopus' Garden
- Rosanna Sharpe, REACH Museum
- Blake Smith, Arts Center Task Force
- Lacey Stephens, Home2Suites by Hilton
- Vivian Terrell, Honey Baked Ham
- Matt Watkins, Pasco Public Facilities District
- Rebekah Woods, Columbia Basin College

VISIT TRI-CITIES STAFF

- Kevin Lewis, President & CEO
- Hector Cruz, Vice President of Development & Community Engagement
- Gretchen Guerrero, Vice President of Finance & Operations
- Karisa Saywers, Chief Marketing Officer
- Kirsten Finn, Director of Convention Sales
- Austin Wingle, Graphic Design & Creative Analysis Manager
- Danya Taylor, Business Development & Event Services Manager
- Jasmin Gervin, Marketing Communications Manager
- Jason Watson, Website & Multi-Media Manager
- Natalie Klassen, Sports Development Manager
- Julia Webb, Convention Development Manager
- Katie Carstens, Convention Development Manager
- Sam Galbraith, Operations Manager/Executive Assistant
- Riley Osborn, Destination Development Manager
- Natalie Smith, Sales Administrative Assistant
- Mary Solomon, Visitor Services Specialist

OUR MEMBERSHIP

ECONOMIC DEVELOPMENT PARTNERS

- City of Kennewick
- City of Pasco
- City of Richland
- Tri-City Regional Hotel-Motel Commission

DIAMOND

- Alpine Roofing
- Bechtel National
- Central Plateau Cleanup Company
- Hanford Mission Integration Solutions
- Pacific Northwest National Laboratory
- Toyota Center
- Three Rivers Convention Center
- Hanford Tank Waste Operations & Closure

PLATINUM

Community Business Partners

- Ben Franklin Transit
- Benton County
- Benton PUD
- City of West Richland
- Franklin County/ The HAPO Center
- Franklin PUD
- Port of Benton
- Port of Kennewick
- Port of Pasco

Corporate Partners

- Energy Northwest
- STCU

GOLD

- Best Western Premier Pasco Inn & Suites
- Clover Island Inn
- Courtyard by Marriott Richland Columbia Point
- Hilton Garden Inn Kennewick
- Holiday Inn Express & Suites Pasco
- Holiday Inn Richland on the River
- Red Lion Hotel & Conference Center Pasco
- Red Lion Hotel Kennewick Columbia Center
- Richland Riverfront Collection by Ascend
- SpringHill Suites by Marriott Kennewick
- The Lodge at Columbia Point

- Comfort Inn
- Comfort Suites Kennewick at Southridge
- Courtyard by Marriott Pasco Tri-Cities Airport
- Fairfield Inn
- Hampton Inn & Suites Pasco
- Hampton Inn Kennewick at Southridge
- Hampton Inn Richland
- Holiday Inn Express Hotel & Suites Richland
- Home2 Suites by Hilton
- Homewood Suites by Hilton Richland
- La Quinta Inn & Suites
- LivAway Suites
- My Place Hotel Pasco
- Red Lion Inn & Suites Kennewick
- Sleep Inn Pasco
- Super 8 Kennewick
- TownePlace Suites by Marriott

SILVER

- Baymont Inn & Suites
- Best Western Kennewick Tri-Cities Center Hotel
- Best Western Plus Kennewick Inn

GENERAL MEMBERSHIP

- 3 Eyed Fish Kitchen + Wine Bar
- 3 Rivers Folklife Society
- 4 Whistles Winery
- A & A Motorcoach
- Abair's
- Above The Curve Vineyard
- Academy of Children's Theatre
- Ace Jewelry & Loan
- Adore Formal Wear & Bridal Boutique

- Adventures Underground
- Ahava Coffee Co LLC
- Airfield Estates
- AJ's Edible Arts, Inc.
- Alaska Airlines
- Alexandria Nicole Cellars
- Alexandria Nicole Cellars
- Destiny Ridge Tasting Room
- Allied Arts Association - Gallery at the Park
- Andy's North Restaurant & Lounge
- Anelare Winery
- Angel Brook Christmas Tree Jubilee
- Angel Brook Farm Market and Produce Stands - Kennewick
- Angel Brook Farm Market and Produce Stands - Richland
- Angel Brook Ice Cream
- Anthology Event Venue by Castle Event Catering
- Anthony's at Columbia Point
- Apollo Authentic Greek Restaurant
- Aqueous SUP
- Ara Sushi & Grill
- Art on the Columbia
- Art Work Northwest
- Art YOUR Way
- Arts Center Task Force
- Aspen Limo Tours
- At Michele's
- Atomic Ale Brewpub & Eatery
- Atomic Bowl & Jokers Lounge & Casino
- Atomic Escape Rooms
- Aub's Bananza Bread & Lounge
- Augment Wellness
- Avennia Red Mountain Tasting Room
- AXE KPR Axe Throwing
- Azteca
- B Reactor Museum Association (BRMA)
- Barnard Griffin Winery
- Bartholomew Winery
- Bella Italia Restaurant
- Ben Franklin Transit
- Bennett Rentals
- Benton County Fairgrounds
- Bergan's Timeless Treasures
- Bergstrom Aircraft, Inc.
- Big D's Powersports
- Bingo Boulevard
- Black Heron Spirits, LLC
- Blackthorne Neighbourhood Pub
- Blankslate
- Blu
- Bob's Burgers and Brew - Kennewick
- Bob's Burgers and Brew - Richland
- Boiada Brazilian Grill
- Bombing Range Brewing Company
- Bon Cafe Co
- Brady's Brats
- Brainstorm Cellars
- Brewminatti
- Brick House Pizza
- Budd's Broiler by Anthony's Restaurants
- Buds and Blossoms too
- Buffalo Wild Wings
- Burger Ranch
- Burger Ranch - Pasco
- Cafe con Arte LLC
- Café Magnolia
- Caffeine Bar
- Canyon Lakes Golf Course
- Cardamom Indian Grill & Bar
- Casa Pottery
- Catering to You
- CBC Arts Center
- Cedars at Pier 1
- CG Public House & Catering
- Chandler Reach Vineyards
- Chapala Express
- Cherry Chalet Bed & Breakfast



OUR MEMBERSHIP

- Chicken & Bowl
- Chick-fil-A Canal & Columbia Center Blvd
- Chills Fro Yo & Custard
- Chuck E. Cheese
- Chukar Cherries
- Ciao Trattoria
- Cigar Savvy Shop
- Clover Island Marina
- Col Solare Winery
- Columbia Basin BMX
- Columbia Basin College
- Columbia Basin Racquet Club
- Columbia Center
- Columbia Crest Winery
- Columbia Park Golf Tri-Plex
- Columbia Point Golf Course
- Columbia River Mafia Guide Service
- Columbia Sun RV Resort
- Community Concerts of the Tri-Cities
- Copper Top Tap House
- Cora's E-bike Shop
- Cork and Taps by Domanico Cellars
- Costa Vida - Duportail Street
- Costa Vida - Kennewick
- Costa Vida - Pasco
- Cougar Cave Espresso
- Country Mercantile
- Country Mercantile - Pasco
- Coyote Bob's Roadhouse Casino
- Coyote Canyon Mammoth Site
- Coyote Canyon Winery
- Crazy Moose Casino
- Crepes and Rolls
- Crowe Wines
- Cupcakes Bakery & Deli
- d. lynne's boutique
- D's Wicked Cider
- Daisy Ranch Saloon
- Dalset Wines
- DavenLore Winery
- D-Bat Columbia Basin
- Deez Donuts & Devil Delights
- Del Sol Lavender Farm
- DermaCare
- Desert Food Mart (Conoco)
- Desert Wind Winery
- Details
- Divots Golf
- Dog Haus Biergarten Pasco
- Don Rubio's
- Dovetail Joint Restaurant
- DownUnderSportFishing
- DrewBoy Creative
- Earth Spirit Shop
- Eastern Washington Transportation
- Elk Haven Winery
- Emerald of Siam Thai Restaurant & Lounge
- Ethos Bakery - Queensgate
- Ethos Bakery - The Parkway
- Europa Italian & Spanish Cuisine
- Events at Sunset
- Evergreen Family Wines
- Experience 46 Degrees
- Fable Craft Bar-Wine Saloon-Food Joint
- Farmhand Winery
- Fast and Curryous
- Fiction @ J. Bookwalter Winery
- Fidélitas Wines
- Fiiz
- Fisher's Catch Outfitters
- Five Guys Burgers & Fries
- Fleet Feet
- Float Euphoria
- Florecita's Bakery
- Foodies
- Kennewick
- Foodies on the Go
- Foodies Richland
- Francisco's Bakery & Cake Shop
- Franklin County Historical Society & Museum
- Franklin County RV Park
- Free Culture Clothing
- FreshPicks WA Smoothies
- Frichette Winery
- Friends of Sacajawea State Park
- Frost Me Sweet Bakery & Bistro
- Fujiyama Japanese Steak House & Bar
- FunWaves JetSki Rentals
- Garden Hot Pot
- Gesa Carousel of Dreams
- Glass Studio at Barnard Griffin Winery
- Gluten Not Included
- Goose Ridge Estate Vineyard & Winery
- GRAZE - 'a place to eat'
- Great Harvest Bread Company Kennewick
- Greek Islands Cuisine
- Greenies
- Griggs Ace Hardware
- Ground Support Coffee
- Guadalajara Style Mexican Food LLC
- Hae Ha Thai
- Halo Fishing Adventures
- Hedges Family Estate
- Heron Bluff Vineyard & Winery
- Hightower Cellars
- HoneyBaked Ham Café
- HOOKED SEAFOOD BOIL & BAR
- Hope Outfitters
- Hops n Drops
- Hops n Drops - Kennewick
- Horn Rapids Golf Course
- Horn Rapids RV Resort & Mini Mart
- Hot Tamales, LLC
- How Sweet It Is
- Hyde Tap & Lounge
- Ice Harbor Brewing Co.
- Ice Harbor Brewing Company at the Marina
- Iconic Brewing
- IHOP Restaurants
- Indaba Coffee
- InterMountain Alpine Club
- iplay Experience
- J&S Dreamland Express
- J. Bookwalter
- JayDay Café & Boba
- Josten's Petting Zoo
- Just Juice LLC
- KayakBateman.com
- Kestrel Vintners
- Kickstand Tours
- Kindred Spirits
- Kiona Vineyards and Winery
- Kitzke Cellars
- Knots & Grounds Espresso
- Kona Ice
- La Bella Vita Kitchen and Bar
- La Quinta Inn & Suites
- La Zeiba Events
- Lakeside Gem and Mineral Club
- Layered Cake Artistry
- Lazy River Taphouse
- Lemon Grass
- Let's Glow Mini Golf
- LIGO Hanford Observatory
- Lil' Moon Diner
- Longship Cellars
- Love Curry Indian Cuisine
- Lower Columbia Basin Audubon Society
- LU LU Craft Bar + Kitchen
- Lucky Flowers
- Magills Restaurant & Catering
- Market North
- Market Vineyards
- Martinez & Martinez Winery
- Masala Indian Cuisine
- Max Air Tri-Cities
- McDonald's
- McKinley Springs
- Mercer Wine Estates
- Mid-Columbia Ballet
- Mid-Columbia Contemporary Dance
- Mid-Columbia Libraries
- Mid-Columbia Mastersingers
- Mid-Columbia Musical Theatre
- Mid-Columbia Symphony
- Middleton Farms
- MillerTime Fishing
- Miss Tamale
- Mocha Express on Canal
- Mocha Express TriCities
- Modern Medical Spa
- Monarcha Winery
- Monterosso's Italian Restaurant
- Moonshot Brewing
- Museum at Keewaydin
- My Garden Over Floweth
- MyFroYo - Kennewick
- MyFroYo - Pasco
- MyFroYo - Richland
- Nanis Bakery
- National Charter Bus Richland
- Northwest Outdoors
- Nothing Bundt Cake
- Nouveau Day Spa
- Novel Coffee Co.
- OATIS Outdoor Adventure Rentals
- Octopus' Garden
- OH SUSHI

OUR MEMBERSHIP

- Opportunity Kitchen - Federal Building
- Pacific Pasta & Grill
- Pacific Shorz Powersports
- Pasco Aviation Museum
- Pasco Golfland
- Pasco Specialty Kitchen
- Pearl Coffee
- Perch Cantina
- Perfect Circle Brewing
- Philocaly Lingerie Boutique
- Picante Mexican Taqueria
- Pink Pearl
- Pipsqueaks
- Polka Dot Pottery
- Porter's Real BBQ Kennewick
- Porter's Real BBQ Richland
- Poutine, Eh?
- Power Up Arcade Bar
- Preszler's Guide Service, LLC
- Pretty Gritty Tours
- Price 4 Limo
- Proof Gastropub
- Public Market at Columbia River Warehouse (CRW)
- Purple Star Wines
- QUAKE Family Fun Center
- Ranch & Home
- Rattlesnake Mountain Brewing Company
- Rattlesnake Mountain Harley - Davidson
- REACH Museum
- Reborn Bike Shop
- Red Dot Paintball
- Red Lobster
- Red Mountain AVA Alliance
- Red Mountain Event Center
- Restaurante El Chapala
- Rewster's Craft Bar & Grill
- Richland Players
- RideNow Powersports Tri-Cities
- Rise & Shine Bake Shop
- Roads2 Travel Company
- Rocco's Pizza Kennewick
- Rocco's Pizza Pasco
- Rock Shop
- Rollarena Skating Center
- Rolling Hills Chorus
- ROMA House
- Roscoe's Coffee
- Round Table Pizza - Kennewick
- Round Table Pizza - Leslie
- Round Table Pizza - Pasco
- Round Table Pizza - Richland
- Runners of the Sage
- SAAP Kitchen Lao-Thai
- Sacajawea State Park
- Sage Brewing Company
- Sageland Center
- Salon Remedi
- Salud Bar and Kitchen
- Sandollar Farms & Alpacas
- Sandy's Fabrics & Machines
- Scott's Essentials
- Seaductive Kayak Rentals
- Seoul Fusion Korean Restaurant
- Shade Cafe
- Sharetea Tricities
- Sheep's Clothing
- Shelby's Floral & Gifts
- Simplified Celebrations
- Sister to Sister - on the Ave
- Sister to Sister-Merlot
- Skippers Seafood n' Chowder
- Skye's Finds
- Sleeping Dog Wines
- Smooth Swings
- Soi 705
- Solar Spirits Distillery
- Some Bagels
- Some Bagels Too
- Somer Bakery Halal
- Spare Time Lanes
- Spencer Carlson Furniture & Design
- Sporthaus
- Sterling's Restaurant - Clearwater
- Sterling's Restaurant - Queensgate
- Sterling's Restaurant On the River
- Stone Ridge Estates
- Stotts Fishing Adventures
- Sub Zero Nitrogen Ice Cream
- Summer's Hub of Kennewick
- Sun Willows Golf Course
- Sundance Aviation
- Sunken Treasures Games
- SunWest Sportswear
- SuperMex El Pueblo Market
- Sushi Mori
- Swadee Thai Cuisine
- Swagg Coffee Bar
- Swampy's BBQ Sauce & Catering
- Swampy's BBQ Sauce & Eatery
- Tagaris Winery
- Take a Break Tri-Cities
- Tap & Barrel
- Tapteal Greenway
- TC Black
- Tee Time
- Teriyaki Grill
- Terra Blanca Winery & Estate Vineyard
- Thai Elephant
- The Bradley
- The Bubbly Boba
- The Crazy Crab Place
- The Educated Cigar, LLC
- The Endive Eatery
- The Garden TriCities
- The Grain Bin Flower Farm & Inn
- The Human Bean
- The Kozy Kup Coffee Co.
- The Little Plant Shop
- The Medusa Tap House
- The Moore Mansion
- The Obstacle Circuit
- The Olive Garden
- The Palm Bar and Grill
- The Peacock
- The Pizza Box
- The Pub
- The Rude Mechanicals
- The Social
- The Spa Travelers
- The Teal Box
- The Tinte Red Mountain Retreat
- Three Rivers Tackle
- Thurston Wolfe Winery
- Tip Pit BBQ
- Tirriddis
- Tomatillo Authentic Mexican Flavors
- Tomi Sushi and Ramen
- Trejo's Mexican Restaurant
- Trejo's Taco Factory
- Trek Bikes Kennewick
- Tri City Taps
- Tri-Cities Afghan Food
- Tri-Cities Cider House
- Tri-Cities Newcomers Club
- Tri-Cities Wine Society
- Tri-City Americans Hockey
- Tri-City Dust Devils
- Tri-City Tappers
- Tsunami Catering
- Tucannon Cellars
- Tulipe Lifestyle Shop
- Twigs Bistro & Martini Bar
- Twist Clothing Co.
- Uncle Sam's Saloon
- Upchurch Vineyard
- Uptown Antique Market
- Urban Grounds
- US Army Corp of Engineers
- Viera's Bakery - Burden St.
- Viera's Bakery - Lewis St.
- Washington State University Tri-Cities
- Water2Wine Cruises
- Wautoma Springs
- West Richland Golf Course
- What's The Scoop
- Wheat Head Brewing
- Wheelhouse Community Bike Shop
- White Bluffs Brewing
- White Bluffs Quilt Museum
- Wilco Farm Store
- Wild Hare Lavender Farm
- Wild Olive's Charcuterie Kingdom
- Willow Run Vineyard
- Wingstop Pasco
- Wisdom Books LLC
- WIT Cellars
- Wright's Desert Gold Motel & RV Park
- Xenophile Books
- Yogurt Beach
- Z Place Salon & Spa
- Zeron Winery
- Zintel Creek Golf Club
- Zintel Creek Golf Club Restaurant and Lounge
- Zullee Mediterranean Grill Richland

OUR 2025 DIAMOND SPONSORS



Signature Sports

The **Signature Sports Sponsorship** is crucial to the success of Visit Tri-Cities' mission to boost visitor spending. The funding secured through this sponsorship enables our organization to collaborate with the Tri-Cities Sports Council and local sports entities, enhancing community assets, infrastructure, and sports marketing initiatives. Furthermore, the Signature Sports Sponsorship offers our destination, the Sports Council, and its members the opportunity to present a unified front in attracting major sporting events, such as the IRONMAN® 70.3® Washington Tri-Cities.



Excellence in Service Award

Pacific Northwest National Laboratory (PNNL) is managed and operated by Battelle, our **Excellence in Service Award Sponsor**. With this award we recognize local businesses who provide memorable customer service that inspires transformational visitor experiences. Battelle supports the Excellence in Service Award by chairing the committee and overseeing the evaluation process. Battelle has made additional spotlights possible highlighting previous awardees. The Excellence in Service Award is presented by Battelle at the Visit Tri-Cities Annual Meeting.



IM TRI/Tri-Cities Rivershore Enhancement Program

Bechtel is the presenting sponsor of Visit Tri-Cities' **IM TRI program**. Through their support, Visit Tri-Cities helps remove barriers for local athletes who want to participate in the IRONMAN® 70.3® Tri-Cities race. Their partnership also helps generate community pride and support for our largest event of the year. In addition, Bechtel proudly sponsors the **Tri-Cities Rivershore Enhancement Program (TREC)**. TREC is a multi-jurisdictional program, coordinated by Visit Tri-Cities, which is helping the community rediscover its river shores and is working to emphasize restoration, development, and enhancement activities. These efforts continue to improve river shore experiences for all to enjoy.



Convention and Meeting Programs

The Three Rivers Campus is the **Convention and Meeting Program Sponsor**. A pivotal hub for economic development in our community, the convention facilities are more than just event spaces, they are the engines that drive economic development. The sponsorship of the Three Rivers Campus directly contributes to the community's ability to host diverse and impactful events, creating a positive ripple effect throughout the community. The Three Rivers Campus creates opportunities for locals to engage, learn, and network. It is an investment in the economic and social fabric of our community.



Annual Meeting/Kris Watkins Tourism Champion Award

Hanford Tank Waste Operations & Closure (H2C) is the **Annual Meeting and Kris Watkins Tourism Champion Award Sponsor**. This sponsorship supports the communication of the Visit Tri-Cities mission with its VTC membership, VTC Board of Directors, and stakeholders; including presentations to city council members and elected officials.



Quality of Life

The **Quality-of-Life Sponsorship** drives the success of the Visit Tri-Cities mission in developing programs, products, and activities that impact "the overall economic vitality of our communities and the quality of life for our citizens." This sponsorship provides an avenue to place in-market advertising, promoting the quality of life to local residents, those considering relocation, and visitors staying in the area.



Media Outreach

The **Media Outreach Sponsorship** is paramount to the success of Visit Tri-Cities' mission of driving visitor spending. The funds secured through the media relations sponsorship allows our organization to work in unison with outside public relations firms to bring in travel writers and national news organizations to provide the national media attention our great community deserves.



Tri-IDEAs

Travel is transformative on multiple levels. Exploring new destinations exposes us to different ideas, cultures, history, heritages, and people. **The Tri-IDEAs sponsorship** amplifies our efforts in celebrating and showcasing our destination's diverse community, letting visitors and residents of all backgrounds, races, genders, cultures, and abilities know and feel that they are welcome here.

WHAT'S IN YOU

Each year, Visit Tri-Cities brings together partners, leaders, and advocates to celebrate the people and experiences that shape our destination.

In 2025, more than 400 industry partners and stakeholders gathered for the **Annual Meeting & Tourism Showcase**, centered around the theme “Transforming People and Places.” Tony Award–winning actor **Santino Fontana** delivered a compelling keynote that highlighted the power of storytelling and human connection in shaping how people experience a destination. His message reinforced that tourism is ultimately about the lasting impressions created through meaningful interactions.

AWARD WINNERS

Each year, Visit Tri-Cities honors individuals and organizations whose contributions elevate the visitor experience and strengthen our community.

The **Kris Watkins Tourism Champion Award**, our most prestigious recognition, was presented to **Vijay Patel of A-1 Hospitality Group**. Vijay’s leadership and long-standing commitment to hospitality excellence have made a lasting impact on the Tri-Cities tourism industry. His dedication to quality, investment in the community, and support of tourism initiatives continue to help shape the region as a welcoming destination for visitors from around the world.

The **Excellence in Service Award**, sponsored by Battelle, was awarded to **Home2 Suites by Hilton in Richland**. Known for delivering outstanding and consistent guest experiences, their team exemplifies the high standards of service that define the Tri-Cities hospitality community. Their commitment to creating a welcoming and memorable stay reflects the care and pride shared by tourism partners across the region.

These honorees represent the passion, leadership, and service excellence that continue to drive the success of tourism in the Tri-Cities.

TOURISM SHOWCASE

The **Tourism Showcase** featured more than 35 local businesses, highlighting the depth and diversity of experiences available across the Tri-Cities. Together, partners and stakeholders celebrated the collective impact of the tourism industry and the shared commitment to elevating the region as a premier destination.



Visit
TRI-CITIES
WASHINGTON

[VisitTri-Cities.com](https://www.VisitTri-Cities.com)

7130 W. Grandridge Blvd., Suite B
Kennewick, WA 99336
509.735.8486

2024-2025 City Council Goals

QUALITY OF LIFE

Promote a high-quality of life through quality programs, services and appropriate investment and re- investment in community infrastructure.

FINANCIAL SUSTAINABILITY

Enhance the long-term viability, value, and service levels of services and programs.

COMMUNITY TRANSPORTATION NETWORK

Promote a highly functional multi-modal transportation system.

COMMUNITY SAFETY

Implement targeted strategies to reduce crime through strategic investments in infrastructure, staffing, and equipment.

ECONOMIC VITALITY

Promote and encourage economic vitality.

CITY IDENTITY

Identify opportunities to enhance City of Pasco identity, cohesion, and image.

2024-2025

METAS DEL CONCEJO MUNICIPAL

CALIDAD DE VIDA

Promover una alta calidad de vida a través de programas, servicios y inversión apropiada y reinversión en la comunidad infraestructura comunitaria.

SOSTENIBILIDAD FINANCIERA

Promover viabilidad financiera a largo plazo, valor, y niveles de calidad de los servicios y programas.

RED DE TRANSPORTE DE LA COMUNIDAD

Promover un sistema de transporte multimodal altamente funcional.

SEGURIDAD DE NUESTRA COMUNIDAD

Implementar estrategias específicas para reducir la delincuencia por medios de inversiones estratégicas en infraestructura, personal y equipo.

VITALIDAD ECONOMICA

Promover y fomentar vitalidad económica.

IDENTIDAD COMUNITARIA

Identificar oportunidades para mejorar la identidad comunitaria, la cohesión, y la imagen.