



AGENDA

City Council Regular Meeting

7:00 PM - Monday, September 16, 2024

Pasco City Hall, Council Chambers & GoToWebinar

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 (914) 614-3221 and use access code 347-125-017.

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.

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.

- (a) **Approval of Meeting Minutes for September 3rd and September 9th**

To approve the minutes of the Pasco City Council Regular Meeting held on September 3, 2024, and the Special Meeting and Regular Workshop held on September 9, 2024.

- (b) **Bills and Communications - Approving Claims in the Total**

Amount of \$8,971,729.33

To approve claims in the total amount of \$8,971,729.33 (\$7,696,535.14 in Check Nos. 266415 - 266751; \$11,410.24 in Check Nos. 54822 - 54831; \$1,263,783.95 in Electronic Transfer Nos. 30213629 - 30214328).

- 23 - 28 (c) **Ordinance No. 4726 - Amending PMC Section 3.40.070 Time of Payment of Impact Fees (2 minutes)**

To adopt Ordinance No. 4726, amending the Pasco Municipal Code Section 3.40.070 "time of Payment of Impact Fee," and further, authorize publication by title only.

- 29 - 66 (d) **Resolution No. 4493 - Change Order No. 5 for Pasco Water Reuse Facility Phase 2 Construction Contract with Tapani, Inc.**

To approve Resolution No.4493, authorizing the City Manager to execute Change Order No. 5 with Tapani, Inc. for the Process Water Reuse Facility Phase 2 Winter Storage Improvements Project.

- 67 - 77 (e) **Resolution No. 4494 - I-182 & Broadmoor Boulevard Interchange Project Change Order No. 7**

To approve Resolution No. 4494, authorizing the City Manager to execute Change Order No. 7 with Nelson Construction Corp. for the I-182 and Broadmoor Boulevard Interchange.

- 78 - 113 (f) **Resolution No. 4495 - Axon Enterprise, Inc. First Amendment to the Master Services and Purchasing Agreement**

To adopt Resolution No.4495, authorizing the City Manger to execute the First Amendment to the Master Services and Purchasing Agreement with Axon Enterprise, Inc. for the Officer Safety Plan.

- 114 - 117 (g) **Historic Preservation Commission Reappointment of Marilyn Baker**

To confirm the Mayor's reappointment of Marilyn Baker to Position No. 3 on the Historic Preservation Commission with term expiring on August 1, 2027.

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

5. PROCLAMATIONS AND ACKNOWLEDGEMENTS

- 6. PUBLIC COMMENTS** - The public may address Council on any items unless it relates to a scheduled Public Hearing. This item is provided to allow the opportunity to bring items to the attention of the City Council or to express an opinion on an issue. Its purpose is not to provide a venue for debate or for the posing of questions with the expectation of an immediate response. Some questions require consideration by Council over time and

after a deliberative process with input from a number of different sources; some questions are best directed to staff members who have access to specific information. Citizen comments will normally be limited to three minutes each by the Mayor. Those with lengthy messages are invited to summarize their comments and/or submit written information for consideration by the Council outside of formal meetings. Lastly, when called upon, please state your name and city or county residency into the microphone before providing your comments.

7. REPORTS FROM COMMITTEES AND/OR OFFICERS

(a) Verbal Reports from Councilmembers

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

118 - 125

(a) Public Hearing & Ordinance No.4727 - Right-of-Way Vacation for Alvarado Place (VAC 2024-002) (5 minutes)

HOLD A PUBLIC HEARING

MOTION:I move to adopt Ordinance No. 4727, vacating a 20-foot Right-of-Way along the eastern property line of Lot 1 of Short Plat 94-7 located approximately 300 feet east of the intersection of Road 100 and West Court Street, in Pasco, Washington, and, further, authorize publication by summary only.

9. ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

126 - 168

(a) Ordinance No. 4728 - Osprey Pointe Rezone from I-3 to MU (Z 2024-004) (5 minutes)

MOTION: I move to adopt Ordinance No. 4728, amending the zoning classification of certain real property located SE of the intersection of S Grey Avenue and E Ainsworth Avenue, and SW of the intersection of E Dock Street and SE Road 18, Pasco, Franklin County, Washington, from I-3 to MU and, further, authorize publication by summary only.

169 - 181

(b) *Resolution No. 4497 - Acceptance of Work for Fire Station No. 85 (5 minutes)

MOTION: I move to approve Resolution No. 4497, accepting the work performed by G2 Commercial Construction, Inc., of Kennewick, Washington, under contract for the City of Pasco's Fire Station No. 85 project.

182 - 205

(c) Resolution No. 4498 - Adopting City Council Rules of Conduct (5 minutes)

MOTION: I move to approve Resolution No. 4498, adopting the City Council Rules of Procedure.

10. UNFINISHED BUSINESS

206 - 208

- (a) **Modification of Comprehensive Plan Amendment CPA2023-001 (Road 100 & Argent) (5 minutes)**

MOTION NO. 1: I move to modify Comprehensive Plan Amendment Application CPA2023-001 to Medium Density Residential and conduct a public hearing.

OR

MOTION NO. 2: I move to modify Comprehensive Plan Amendment Application CPA2023-001 to Medium Density Residential and remand to the Planning Commission for further consideration.

11. NEW BUSINESS

209 - 218

- (a) **Martin Luther King Jr (MLK) Community Center Improvements Update (10 minutes)**

Presentation by Maria Serra, Public Works Director as status update for the MLK Jr. Community Center Improvements. Rod Rada, Architect with Architects West, will be available remotely to address details of the design upon request.

12. MISCELLANEOUS DISCUSSION

13. EXECUTIVE SESSION

- (a) **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 following factors influencing the price include land use, minimum price, location. (15 minutes)**

14. ADJOURNMENT

15. ADDITIONAL NOTES

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

219 - 220

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

- (c) This meeting is broadcast live on PSC-TV Channel 191 on Charter/Spectrum Cable in Pasco and Richland and streamed at www.pasco-wa.gov/psctlive.

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

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

AGENDA REPORT

FOR: City Council September 11, 2024
TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24
FROM: Debra Barham, City Clerk
City Manager
SUBJECT: Approval of Meeting Minutes for September 3rd and September 9th

I. REFERENCE(S):

09.03.2024 and 09.09.2024 Draft Council Minutes

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve the minutes of the Pasco City Council Regular Meeting held on September 3, 2024, and the Special Meeting and Regular Workshop held on September 9, 2024.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

V. DISCUSSION:



MINUTES

City Council Regular Meeting

7:00 PM - Tuesday, September 3, 2024

Pasco City Hall, Council Chambers & GoToWebinar

CALL TO ORDER

The meeting was called to order at 7:00 PM by Pete Serrano, Mayor.

ROLL CALL

Councilmembers present: Pete Serrano, David Milne, Blanche Barajas, Melissa Blasdel, Charles Grimm, Peter Harpster, and Leo Perales

Councilmembers attending remotely: None

Councilmembers absent: None

Staff present: Adam Lincoln, City Manager; Richa Sigdel, Deputy City Manager; Darcy Buckley, Finance Director; Eric Ferguson, City Attorney; Jesse Rice, Parks & Recreation Director; Ken Roske, Police Chief; Maria Serra, Public Works Director; and Debby Barham, City Clerk

The meeting was opened with the Pledge of Allegiance.

CONSENT AGENDA

Approval of Meeting Minutes for August 19th and August 26th

To approve the minutes of the Pasco City Council Regular Meeting and Regular Workshop held on August 19, 2024 and August 26, 2024 respectively.

Bills and Communications - Approving Claims in the Total Amount of \$6,437,980.95 and Write-off Totaling \$24,671.00 (delinquent bad debt)

To approve claims in the total amount of \$6,437,980.95 (\$4,772,397.38 in Check Nos. 266133 - 266414; \$378,848.29 in Electronic Transfer Nos. 847289 - 847350, 847364 - 847578, 847607 - 847686, 847696 - 847725; \$12,827.61 in Check Nos. 54810 - 54821; \$1,273,907.67 in Electronic Transfer Nos. 30212919 - 30213628).

To approve bad debt write-off for accounts receivable including Utility Billing, Ambulance, Cemetery, General Accounts, and Miscellaneous Accounts in the total amount of \$24,671.00 and, of that amount, authorize \$24,671.00 to be turned over for collection.

Resolution No. 4487 - Supplement No. 4 with PBS Engineering & Environmental, Inc. for Court Street and Road 68 Intersection Improvements

To approve Resolution No. 4487, authorizing the City Manager to execute Supplement No. 4 to the Professional Services Agreement with PBS Engineering & Environmental, Inc. for Court Street and Road 68 Intersection Improvements project.

Resolution No. 4488 - Interlocal Agreement with the U.S. Fish and Wildlife Service for Fire Protection

To approve Resolution No. 4488, authorizing the City Manager to execute a Cooperative Fire Protection Agreement between the United States Fish and Wildlife Service and the City of Pasco for fire protection services.

Resolution No. 4489 - Interlocal Agreement with the Washington State Department of Natural Resources for Forestland Response

To approve Resolution No. 4489, authorizing the City Manager to execute an Interagency Forestland Response Agreement between the Washington State Department of Natural Resources and the City of Pasco for fire protection services.

Resolution No. 4490 - Tri-Cities Youth Soccer Association Mutual Release & Settlement Agreement

To approve Resolution No. 4490, authorizing the City Manager to execute the Mutual Release and Settlement Agreement between Tri-Cities Youth Soccer Association and the City of Pasco.

ROLL CALL VOTE

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Blasdel to approve the Consent Agenda as read.

RESULT:	Motion carried unanimously 7-0
AYES:	Mayor Serrano, Mayor Pro Tem Milne, Councilmember Barajas, Councilmember Blasdel, Councilmember Grimm, Councilmember Harpster, and Councilmember Perales

PROCLAMATIONS AND ACKNOWLEDGEMENTS

National Hispanic Heritage Month Proclamation

Mayor Serrano read the proclamation for "National Hispanic Heritage Month" scheduled from September 15 to October 15, 2024. This proclamation will be presented during the Fiery Foods Festival scheduled on September 14th at Peanuts Park, Pasco, WA.

PUBLIC COMMENTS

Stan Strebel, Pasco resident and Salvation Army Advisory Board member, announced that the Salvation Army has plans to build a new facility adjacent of the Catholic Charities facility near Lewis Street and 20th Avenue.

Dallas Barnes, Pasco resident, expressed concern regarding the Historic Preservation Commission meetings and stated that he was denied the opportunity to speak at a recent meeting. He also commented on a public records request he recently submitted.

Mary Mahoney, Pasco resident, commented on the flood plain near her residence, loss of bald eagles, animal control related topics and suggestions for reallocating the Pasco Public Facilities District funding of an aquatics facility to other projects.

REPORTS FROM COMMITTEES AND/OR OFFICERS

Verbal Reports from Councilmembers

Ms. Barajas reported on the Tri-Cities Regional Chamber of Commerce annual meeting she recently attended. She also commented on the third (3rd) Capital Improvement Plan (CIP) open house she attended.

Mr. Grimm reported on Pasco Chamber of Commerce Executive Board meeting he recently attended. He announced the annual Crawfish Festival scheduled for September 14th. Lastly, he commented on a recent tour of City facilities including the wastewater treatment facility and two water treatment plants.

Ms. Blasdell reported on the Pasco Public Facilities District Board meeting and Visit-Tri Cities Board meeting that she recently attended. Lastly, she commented on the Tri-Cities Regional Chamber of Commerce annual meeting.

ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

Resolution No. 4491 - Supporting Franklin County Board of Commissioners Sales Tax Ballot Proposition. PROPOSITION 1 SALES AND USE TAX FOR MAINTENANCE AND OPERATION OF EMERGENCY COMMUNICATIONS SYSTEMS AND FACILITIES. The Franklin County Board of County Commissioners adopted Resolution No. 2024-180 concerning a sales and use tax to fund emergency communication systems. The proposition would authorize a sales and use tax of one-tenth of one percent (0.1%) without an

expiration date; and a second sales and use tax of one-tenth of one percent (0.1%) that expires after 36 months to be collected from all taxable sales within the County, starting January 1st, 2025, for the purpose of providing funds for the costs associated with the design, financing, acquisition, construction, operation, remodeling and improvement of emergency communication systems and facilities. **SHOULD THIS PROPOSITION BE APPROVED? Yes _____ No _____**

Mr. Ferguson explained the process for supporting or opposing a ballot proposition based on the law of the Revised Code of Washington (RCW).

Mr. Grimm, Mr. Perales, and Mayor Serrano commented on the proposed ballot proposition.

Mayor Serrano opened this item up for public comment and no one came forward or was online.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Blasdel to approve Resolution No. 4491, in support of passage of Ballot Proposition No. 1 imposing a sales and use tax of two-tenths of one percent for the purpose funding the costs associated with the operations of enhanced 911 emergency communication systems and facilities.

RESULT:	Motion carried unanimously 7-0
AYES:	Mayor Serrano, Mayor Pro Tem Milne, Councilmember Barajas, Councilmember Blasdel, Councilmember Grimm, Councilmember Harpster, and Councilmember Perales

Ordinance No. 4725 - Amending PMC Title 3 Connecting Housing to Infrastructure Program (CHIP)

Ms. Sigdel provided a brief report for the proposed Pasco Municipal Code (PMC) amendment related to the affordable housing for low-income population.

Mr. Harpster asked for clarification related to the proposed PMC amendment and Ms. Sigdel provided the explanations.

Mayor Serrano called for public comments.

John Schline, B-4 Development & Consulting representative, expressed support for the PMC amendment.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Blasdel to approve Ordinance No. 4725, creating a new section 3.35.260 of the Pasco Municipal Code regarding an exemption for utility system development charges for low-income housing pursuant to RCW 35.92.380.

RESULT:	Motion carried unanimously 7-0
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AYES:	Mayor Serrano, Mayor Pro Tem Milne, Councilmember Barajas, Councilmember Blasdel, Councilmember Grimm, Councilmember Harpster, and Councilmember Perales
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EXECUTIVE SESSION

Council adjourned into Executive Session at 7:38 PM for five (5) minutes returning at 7:43 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, Parks & Recreation Director, and City Attorney.

Mayor Serrano called the meeting back to order at 7:44 PM.

ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS CONTINUED

Resolution No. 4492 - Authorizing the Purchase of 122 & 124 South 4th Avenue for the Expansion of the Pasco Specialty Kitchen

Ms. Sigdel provided a brief report related to the proposed purchase of property to expand the Pasco Specialty Kitchen (PSK).

Council and staff discussed the property including the completed property inspection report, suggested environment assessment due to the building's former use, the proposed use of the property and how the purchase may enhance the downtown area.

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

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Barajas to approve Resolution No. 4492, authorizing the purchase of 122 and 124 South 4th Ave, Pasco, WA, and further, for the expansion of the Pasco Specialty Kitchen; and ratifying and confirming prior acts.

RESULT:	Motion carried. 6-1
AYES:	Mayor Serrano, Mayor Pro Tem Milne, Councilmember Barajas, Councilmember Blasdel, Councilmember Harpster, and Councilmember Perales
NAYS:	Councilmember Grimm

MISCELLANEOUS DISCUSSION

Mr. Grimm asked if Council would be interested in having the Pasco Public Facilities District Executive Director come to a Council meeting and give an

update on the aquatics facility. Council concurred and asked that the presentation be brief.

Mr. Perales asked if Council would be interested in providing a letter of support for the Salvation Army new facility project. Council majority concurred that a letter of support was appropriate.

Mr. Perales asked for more information regarding regarding the recent Historic Preservation Commission (HPC) meeting.

Mr. Lincoln stated that the recent HPC meeting did not have a quorum of members attending it. He noted that the HPC meetings have been fairly informal and there is a need going forward to run those meetings in a more formal manner. Lastly, the HPC members asked if Council would be interested in an update related to the Martin Luther King Jr. Center either in the form of a presentation or a written report.

Mr. Harpster expressed appreciation to staff noting that the current Council Goals were displayed at the back of the room.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Pete Serrano, Mayor

Debra Barham, City Clerk



MINUTES

City Council Special Meeting

11:30 AM - Monday, September 9, 2024

Red Lion Hotel, 2525 N 20th Ave., Pasco, WA

ATTENDEES

Councilmembers present: David Milne, Blanche Barajas, Melissa Blasdel, Charles Grimm, and Peter Harpster

PASCO CHAMBER OF COMMERCE ANNUAL MEETING

A quorum of Pasco City Councilmembers attended the Annual Pasco Chamber of Commerce Board Meeting, with the focus of listening to a keynote speaker, to celebrate the Chamber's accomplishments during the past year, the announcement of the outgoing and incoming board members, as well as celebrate the Business & Member of the Year recipient(s).

APPROVED:

ATTEST:

Pete Serrano, Mayor

Debra Barham, City Clerk



MINUTES

City Council Workshop Meeting

7:00 PM - Monday, September 9, 2024

Pasco City Hall, Council Chambers & GoToWebinar

CALL TO ORDER

The meeting was called to order at 7:00 PM by Pete Serrano, Mayor.

ROLL CALL

Councilmembers present: Pete Serrano, David Milne, Blanche Barajas, Melissa Blasdel, Charles Grimm, Peter Harpster, and Leo Perales

Councilmembers attending remotely: None

Councilmembers absent: None

Staff present: Adam Lincoln, City Manager; Richa Sigdel, Deputy City Manager; Angela Pashon, Assistant City Manager; Darcy Buckley, Finance Director; Kevin Crowley, Fire Chief; Eric Ferguson, City Attorney; Jacob Gonzalez, Community & Economic Development Director; Jesse Rice, Parks & Recreation Director; and Debby Barham, City Clerk

The meeting was opened with the Pledge of Allegiance.

VERBAL REPORTS FROM COUNCILMEMBERS

Mr. Grimm reported on the Ben Franklin Transit Board meeting he recently attended. He also commented on a recent Pasco Police Foundation dinner event.

Mayor Pro Tem Milne reported on a recent tour of Water and Wastewater facilities. He also commented on the Pasco Chamber of Commerce Annual Business meeting, as well as a Books and Vines, Pasco Police Foundation and POPP Tri-Cities events.

PUBLIC HEARING

Public Hearing - 2023 Comprehensive Plan Amendment Docket

Mr. Gonzalez provided an overview for the two (2) applications for the proposed amendments to the 2023 Comprehensive Plan including the RCW requirements for the review of the applications, recommendation from the Planning Commission and land-use amendment process.

Mayor Pro Tem Milne, Mr. Perales and Mr. Gonzales briefly discussed the to applications.

Mayor Serrano opened the Public Hearing at 7:24 for public comments for Comprehensive Plan Amendment No. CPA2022-003 New Heritage.

Courtney Whitten, represents Pasco Road 40, LLC, expressed concern of the Comprehensive Plan Amendment No. CPA2022-003/SEPA 2022-038 New Heritage related to the traffic impact study with the addition of the Pasco Road 40, LLC project, which will generate an estimated 7,000 plus weekday daily trips. She asked for further detailed Traffic Study and analysis for the New Heritage's project.

Gracie Valle Chime, Pasco resident and Terra Veda homeowner, spoke in favor of the Comprehensive Plan Amendment No. CPA2022-003 New Heritage relating this site to develop a safe and thriving neighbor just like the one she lives in. Ms. Valle Chime presented a poster to the City from the children who live in Terra Veda neighborhood.

Mayor Serrano called for public comments related to Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning, LLC.

Tom Calvert, Pasco resident, expressed concern for the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning, LLC. He asked for additional traffic studies before changing the zoning.

Mr. Rieke, Pasco resident, expressed opposition to the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning, LLC.

Pete Rieh, Pasco resident, expressed opposition for the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning, LLC as it is currently prepared.

Steven Schlegel, Pasco resident, expressed opposition to the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning as it currently does not have a project associated with it.

Kathy Canea, Pasco resident, expressed opposition to the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning as the surrounding area is zoned for low density.

Marie Roach, Pasco resident, expressed opposition to the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning and recommended that an additional traffic study and analysis is needed for this area. She also expressed concern related to safety within the neighborhood if a higher density residential is added in this area.

Shane O'Neill, applicant, explained that the application has been amended after hearing from the public and reduced the zoning to medium density residential. He reiterated the Comprehensive Plan amendment process and the Growth Management Act. He noted that there is a need for in-fill projects within Pasco.

Sandra Cook, Pasco resident, expressed opposition to the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning due to the increase of property taxes, as well as a safety concern.

Mayor Serrano closed the Public Hearing at 7:51 PM.

Mr. Harpster asked several questions regarding the two (2) amendments for New Heritage Clover Planning & Zoning applications and Mr. Gonzalez replied with answers. At the end of the discussion, Mr. Harpster recommended that Council remand the Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning back to the Planning Commission due to the applicant's amendment.

Mayor Pro Tem Milne and Mr. Perales expressed their preferences for the land use designation related to Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning.

Mr. Gonzalez reiterated the land-use process based on the RCW requirements and the Pasco Municipal Code. He stated that if Council desires to have Comprehensive Plan Amendment No. CPA2023-001 Clover Planning & Zoning remanded back to the Planning Commission, then the other application will be placed on hold until this application is ready for Council consideration as only one docket may be presented annually.

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

Presentation - Code Enforcement Program

Mr. Gonzalez introduced Troy Hendren, Inspection Services Manager. Mr. Hendren introduced Ernesto Gomez, Code Enforcement Officer, and Rosanna Johnson, Lead Code Enforcement Officer who provided the City of Pasco's Code Enforcement Program presentation.

Council and staff continued discussion regarding the Code Enforcement Program.

Mayor Serrano called for public comments.

Thomas Granbois, Pasco resident and downtown business owner, commented on Code Enforcement program that helped keep the downtown area clean over the past two years. He encouraged Council to continue that program.

Mr. Perales asked if there was a budget for cleaning up garbage in the downtown area.

Ms. Sigdel stated that there is an abatement fund and that fund may be used to keep neighborhoods and commercial areas clean. At this time the abatement fund has been depleted at this time.

Presentation - Animal Control Authority Structure

Mr. Ferguson provided a brief history of the Tri-Cities Animal Control Authority between the Cities of Kennewick, Richland and Pasco. He referred to two (2) interlocal agreements (ILA) between the three (3) Cities and described the purpose and management of the ILA, which created a management committee and a operating jurisdiction. He described the make up and duties of the management committee. He stated that the City of Pasco has been the Operating Jurisdiction since 2007 and he listed the duties of the Operating Jurisdiction. He addressed the request for an Animal Control Advisory Committee and explained the concerns if Council, as the legislative branch, were to create an Advisory Committee noting that Advisory Committee could not give direction to the management committee and the operating jurisdiction because they are the executive branch of government, under the separation of government powers.

Mr. Perales commented on the information Mr. Ferguson provided.

Mayor Serrano called for public comments.

Judy Nelson, West Richland resident, commented on the deaths of three animals. She encouraged the Cities to create an Animal Control Advisory Committee.

Mr. Ferguson clarified that under the current legal structure that an Advisory Committee is not an option; however, if the legal structure with the three Cities was amended through an ILA to create an Animal Control Advisory Committee, then it is possible.

Ms. Pashon informed Council that the TCACA meets quarterly and is open to the public. A public comment period is available to hear from the public and out of this model, new processes have been implemented for ACA.

Council and staff continued the discussion related to community input, via establishing an Advisory Committee or through the public comment period currently provided during the TCACA meetings.

Resolution - I-182 & Broadmoor Boulevard Interchange Project Change Order No. 7

Ms. Sigdel introduced Senior Engineer Juan Loyola and Construction Manager Christopher Hill from Atlas Technical Consultants, LLC who provided a brief report related to the proposed Change Order (CO) No. 7 to the I-182 & Broadmoor Boulevard Interchange Project.

Mr. Milne, Mr. Perales and Mr. Harpster commented on the project and the additional costs associated with the project.

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

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

Senior Engineer Brittany Whitfield provided a brief report related to the proposed Change Order (CO) No. 5 for the Pasco Water Reuse Facility (PWRF) Phase 2 project.

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

RECESS

Mayor Serrano called a five-minute break at 9:33 PM.

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT CONTINUED

2025-2030 Capital Improvement Plan Presentation

Mr. Sigdel provided a third (3rd) presentation related to the proposed 2025-2030 Capital Improvement Plan (CIP).

Mr. Harpster had several questions regarding the proposed projects in the 2025-2030 CIP and asked the top questions and suggested that he meet with staff to address the questions. He asked about the traffic calming projects, Argent and Road 88 traffic, sidewalks needs to be addressed. \$23.2 for Sandifer Parkway and nothing for Road 68 and Burden Boulevard; parks and recreation requests for ten (10) new facilities and would that increase staffing needs. The PSK kitchen expansion.

Mr. Grimm commented on the Road 68 and Burden Boulevard and suggested that another off ramp to connect with Convention Center.

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

First Budget Presentation: Utilities

Ms. Sigdel provided a brief history of the Water/Sewer/Stormwater/Irrigation/PWRF Utilities Funds and its budgeting process. The focus of the presentation was related to rate-funded expenditures including operational costs like labor, supplies, services, and existing debt service. As Council is in the process of reviewing the proposed 2025-2030 Capital Improvement Plan, and the approval of that plan, the 2025-2026 Capital Budget will rely on the 2025-2030 CIP as its basis for funding key projects.

Mr. Harpster asked about the proposed budget excludes estimated significant repairs and maintenance.

Mr. Perales asked about rates and water rights.

Mayor Serrano asked if rates are increasing significantly in 2027 and forward and suggested that a step rate increase may be preferred with rate increases earlier than 2027. He also asked about the Broadmoor TIF.

Mayor Serrano called for public comments.

Mr. Bauman commented on the CIP projects.

Ordinance - Amending PMC Section 3.40.070 Time of Payment of Impact Fees

Mr. Gonzalez provided a brief report on the proposed amendment to Section 3.40.070 Time of Payment of Impact Fees within the Pasco Municipal Code (PMC). She explained that the proposed PMC amendment to extend the deferral system to include commercial and industrial projects is a strategic move that will significantly enhance Pasco's economic development landscape. By allowing these types of projects to utilize the deferral system, the City can reduce upfront costs for developers, making it more financially feasible to initiate large-scale commercial and industrial developments. The fees are deferred until the issuance of the certificate of occupancy or final inspection. That ensures the payments will be received before the projects are in operation/occupied.

Mr. Perales asked how many developments are utilizing the deferred cost and asked for the cost.

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

AXON Officer Safety Plan Contract Renewal Presentation

Captain Brian Vaught presented the AXON Officer Safety Plan contract renewal, which aims to integrate advanced technologies that will enhance officer safety and operational efficiency.

Mr. Grimm, Mr. Harpster, Mayor Serrano, and Ms. Barajas commented on the

proposed contract and additional technology advances that would be included in the 10-year contract.

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

MISCELLANEOUS COUNCIL DISCUSSION

Mr. Rice announced the Fiery Food Festival scheduled for Saturday, September 14th.

Mr. Gonzalez announced downtown engagement event scheduled on Wednesday, September 17th.

Mr. Harpster announced a Cornhole tournaments at the City of Richland Habitat for Humanity event scheduled for Saturday, September 14th at 4:30 PM.

Mr. Grimm announced the Crawfish event hosted by the Pasco Chamber of Commerce, also scheduled for Saturday, September 14th..

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:40 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Pete Serrano, Mayor

Debra Barham, City Clerk

AGENDA REPORT

FOR: City Council September 12, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Darcy Buckley, Finance Director
Finance

SUBJECT: Bills and Communications - Approving Claims in the Total Amount of \$8,971,729.33

I. REFERENCE(S):

Accounts Payable 08.29.24 - 09.11.24

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve claims in the total amount of \$8,971,729.33 (\$7,696,535.14 in Check Nos. 266415 - 266751; \$11,410.24 in Check Nos. 54822 - 54831; \$1,263,783.95 in Electronic Transfer Nos. 30213629 - 30214328).

III. FISCAL IMPACT:

IV. HISTORY AND FACTS BRIEF:

V. DISCUSSION:

REPORTING PERIOD: August 29 - September 11, 2024

CITY OF PASCO

Council Meeting of: September 16, 2024

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

Adam Lincoln, City Manager

Griselda Garcia, Finance Manager

We, the undersigned City Councilmembers of the City Council of the City of Pasco, Franklin County, Washington, do hereby certify on this **16th day of September, 2024** 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	266415 - 266751	54822 - 54831			
Total Check Amount	\$7,696,535.14	\$11,410.24			Total Checks \$ 7,707,945.38
Electronic Transfer Numbers		30213629 - 30214328			

Total EFT Amount	\$0.00	\$1,263,783.95	\$0.00	\$0.00	Total EFTs \$ 1,263,783.95
					Grand Total \$ 8,971,729.33

Councilmember A

Councilmember B

SUMMARY OF CLAIMS BY FUND:

100 GENERAL FUND	1,000,082.28
110 STREET	9,808.83
145 MARTIN LUTHER KING COMMUNITY CENTER	836.97
150 AMBULANCE SERVICE	66,278.63
160 CEMETERY	131.65
165 ATHLETIC PROGRAMS	2,437.50
168 ANIMAL CONTROL	28,301.36
180 MULTI-MODAL FACILITY	558.76
190 REVOLVING ABATEMENT	198.00
194 ECONOMIC DEVELOPMENT	26,850.44
196 HOTEL/ MOTEL EXCISE TAX	15,134.80
367 GENERAL CAP PROJECT CONSTRUCTION	2,637,516.30
410 UTILITY, WATER/ SEWER	3,659,590.82
510 EQUIPMENT RENTAL - OPERATING GOVERNMENTAL	103,106.71
511 EQUIPMENT RENTAL - OPERATING BUSINESS	17,858.97
515 EQUIPMENT RENTAL - REPLACEMENT GOVERNMENTAL	49,600.47
520 MEDICAL/ DENTAL/ VISION INSURANCE	171.81
690 PAYROLL CLEARING	1,353,265.03
GRAND TOTAL ALL FUNDS:	\$ 8,971,729.33

AGENDA REPORT

FOR: City Council September 12, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Richa Sigdel, Deputy City Manager
City Manager

SUBJECT: Ordinance No. 4726 - Amending PMC Section 3.40.070 Time of Payment of Impact Fees (2 minutes)

I. REFERENCE(S):

Ordinance

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to adopt Ordinance No. 4726, amending the Pasco Municipal Code Section 3.40.070 "time of Payment of Impact Fee," and further, authorize publication by title only.

III. FISCAL IMPACT:

None.

IV. HISTORY AND FACTS BRIEF:

Impact fees are essential one-time charges imposed by local governments on new development projects to fund new or expanded public facilities, addressing the increased demand generated by the development. In Pasco, these fees are collected specifically for traffic mitigation, parks, and public school facilities, ensuring that capital projects related to the new developments not only benefit those developments but also serve the broader community.

Following the 2015 passage of ESSB 5923 by the Washington State Legislature, which mandated cities and counties to defer the collection of residential impact fees, the Pasco City Council enacted Ordinance No. 4307 in 2016. This ordinance established a deferral system for the City, providing developers with a structured mechanism to delay payment of impact fees.

In 2023, the Council further expanded this system through Ordinance No. 4688, broadening eligibility beyond single-family homes to include various

housing types, thus enhancing the accessibility and applicability of the deferral system.

This proposed ordinance to extend the deferral system to include commercial and industrial projects is a strategic move that will significantly enhance Pasco's economic development landscape. By allowing these types of projects to utilize the deferral system, we can reduce upfront costs for developers, making it more financially feasible to initiate large-scale commercial and industrial developments. The fees are deferred until the issuance of the certificate of occupancy or final inspection. That ensures the payments will be received before the projects are in operation/occupied.

V. DISCUSSION:

Staff presented this amendment to Council at the September 9, 2024, Council Workshop. To date, five residential development projects have applied for an impact fee deferral, representing approximately \$1,953,972 in total impact fee deferral amount. One of the applications has since paid the deferral amount. The average deferral amount on the five residential developments is \$473,474.00

Staff recommends approving the proposed ordinance to extend the deferral system to include commercial and industrial projects and further facilitate economic development opportunities.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON,
AMENDING PASCO MUNICIPAL CODE SECTION 3.40.070 “TIME OF
PAYMENT OF IMPACT FEE”.**

WHEREAS, the Washington State Legislature adopted the Growth Management Act, which authorizes the collection of impact fees on development activity to provide necessary public facilities that serve new growth and development; and

WHEREAS, the Washington State Legislature adopted ESB 5293 in 2015 for counties, cities, and towns that collect impact fees to adopt a fee deferral process single-family detached and attached residential construction, which allows applicants to pay impact fees near the end of the construction process rather than at the beginning; and

WHEREAS, the Pasco City Council adopted Ordinance No 3719 in March 2005 establishing impact fees, including a process for deferring impact fees for single-family residences; and

WHEREAS, the Pasco City Council adopted Ordinance No. 4688 in November 2023 updating the deferral process for single-family detached and attached residential construction; and

WHEREAS, the City has decided to expand the deferral process to encompass commercial and industrial construction as it is expected to stimulate local economic growth.

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

Section 1. That Section 3.40.070 entitled “Time of Payment of Impact Fee” of the Pasco Municipal Code is hereby amended and shall read as follows:

3.40.070 Time of Payment of Impact Fee.

- (1) All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable development permit is available for issuance.

The impact fee as initially calculated, after issuance of a development permit, may be recalculated at the time of payment if the development is modified or conditioned in such a way as to alter the trip generation rate for the development.

No development permit shall be issued until the impact fee is paid, except ~~that~~ when developers ~~of residential subdivisions, short plats, or planned unit developments may~~ defer payment until building permits are issued for the lots within the subdivision, short plat, or planned unit development.

A developer may obtain a preliminary determination of the impact fee before application for a development permit upon providing the Director of Community and Economic Development with the information necessary for processing the application.

Impact fees may be paid under protest in order to obtain a permit or other approval of development activity.

- (2) Deferral of Impact Fees. For each ~~residence~~ construction permit for which any impact fee deferral is applied for, an administrative fee set in Chapter 3.35 PMC must simultaneously be paid to the City due to the increased burden placed on City staff for processing, recording and monitoring such deferrals.
- (a) A separate application must be submitted for each ~~residence-being constructed~~ construction permit. Each applicant, in accordance with his or her contractor registration number or other unique identification number, is entitled to annually receive deferrals for twenty (20) construction building permits. The Community & Economic Development Director is authorized to grant additional deferrals beyond the standard entitlement of twenty (20). If the City at any time collects impact fees on behalf of one or more school districts for which the collection of impact fees could be delayed, the City must consult with the district or districts about ~~the~~ additional deferrals. The City must give additional weight to recommendations of each applicable school district regarding the number of deferrals. If the City disagrees with the recommendations of one or more school districts, the City must provide the district or districts with a written rationale for its decision.
- (b) The period of deferral expires at the earliest of:
- (i) The time of final inspection by the City;
 - (ii) The time of issuance of a certificate of occupancy by the City;
 - (iii) The time of closing or the first transfer of the property occurring after the issuance of the applicable building permit; or
 - (iv) Eighteen months after the building permit is issued by the City.
- (c) Final inspection and a certificate of occupancy will not be conducted or

issued until payment in full of the impact fees is made. For the first transfer of the property, the impact fees shall be paid at closing if they have not been previously paid. Unless an agreement to the contrary is reached between the buyer and the seller, the payment of impact fees due at closing of a sale must be made from the seller's proceeds. In the absence of an agreement to the contrary, the seller bears strict liability for the payment of the impact fees.

- (d) The applicant for impact fee deferral must grant and record in favor of the City an impact fee lien in the amount of the deferred impact fee. The lien must be in a form signed, dated and approved by the City Attorney, and signed by all owners of the property and persons or entities holding any interest in the property, with all signatures acknowledged as required for a deed, and recorded among the appropriate land records of Franklin County. Proof of such recording shall be submitted to the City before a building permit may be issued. The lien must specify that it is binding on all successors in title after the recordation. The lien may specify that it is subordinate to one mortgage for the purpose of construction upon the same real property granted by the applicant for impact fee deferral. A mortgage, deed of trust or other financing mechanism shall be limited to the property upon which construction ~~of one single-family residence~~ will occur. A lien not paid when due shall bear interest at the statutory rate. A lien shall become due at the expiration of the deferral date.
- (e) If impact fees are not paid in accordance with this section, the City may institute foreclosure proceedings in accordance with Chapter 61.12 RCW. If the City of Pasco does not institute foreclosure proceedings for unpaid school impact fees within 45 days after receiving notice from a school district requesting that it do so, the district may institute foreclosure proceedings with respect to the unpaid school impact fees.
- (f) After full payment of impact fees, and upon written request of the person paying said fees containing the name and address of the requester together with a copy of a proposed lien release form, the City, upon approval by the City Attorney, shall sign a lien release and deliver it to the person paying said fee either in person or by first-class mail. The property owner at the time of the release, at his or her expense, is responsible for recording the lien release.
- (g) An annual report shall be prepared by the Department of Community and Economic Development Department evaluating and summarizing the impact(s) of the deferral program.

[Ord. 4688 § 1, 2023; Ord. 4307, 2016; Ord. 3719 § 1, 2005; Code 1970 § 3.132.060.]

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance should be held to the invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause phrase or word of this Ordinance.

Section 3. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; reference to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This Ordinance shall take full force and effect five (5) days after approval, passage and publication as required by law.

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

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys

Published: _____

AGENDA REPORT

FOR: City Council September 11, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Maria Serra, Director
Public Works

SUBJECT: Resolution No. 4493 - Change Order No. 5 for Pasco Water Reuse Facility Phase 2 Construction Contract with Tapani, Inc.

I. REFERENCE(S):

Resolution
Exhibit A – Change Order No. 5
Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No.4493, authorizing the City Manager to execute Change Order No. 5 with Tapani, Inc. for the Process Water Reuse Facility Phase 2 Winter Storage Improvements Project.

III. FISCAL IMPACT:

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

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

IV. HISTORY AND FACTS BRIEF:

The construction project for the project was awarded to Tapani, Inc. on September 11, 2023. The project is currently 79% complete, with an anticipated construction completion in March 2025.

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

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

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

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

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

V. DISCUSSION:

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

1. Additional scope for abandoning the 16" overflow piping and appurtenances within the interior of the existing 123 million gallon (MG) lagoon is needed for a complete and functioning installation of the connections between new and existing winter storage lagoons. The design demolition plan only indicated abandonment of overflow pipes along the 123 MG lagoon perimeter.

2. Structural modifications to each new winter storage lagoon are needed to install reinforced concrete apron slabs at each lagoon inlet pipe location (11 total). Construction of the inlet pipe apron slabs and associated liner anchoring systems mitigates soil erosion in these locations where larger diameter pipes are installed within the sloped earthen embankment walls.
3. Additional supply of twenty (20) gate remotes compatible with the new automated slide gate access system. The design specifications included manual access keypads without other means of gate access.
4. Existing water level controls and instrumentation in the Irrigation Pump Station (IPS) flow splitter box needs to be relocated to the wet well side of the structure, which was identified through the Request for Information (RFI) process.

These itemized changes will constitute a fifth change order to the project in the amount of \$171,616.26 with an increase of 10 working days added to the original contract time. The cost of CO No. 5 exceeds the Public Works Director delegated approval authority.

This item was presented to Council at the September 9, 2024 Workshop Meeting.

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys



Exhibit A

Change Order (CO) No. 05



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

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

Description:

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

Document(s) Support Changes:

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

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

Date of Issuance: 7/1/2024

Original Contract Price:
\$ 31,588,246.92

Original Contract Time:
375 Working Days

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

Net Change Approved from Previous Change Orders:
35

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

Contract Time including Previous Change Orders:
410 Working Days

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

Net Increase (Decrease) of This Change Order:
10

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

Contract Time with all Approved Change Orders:
420 Working Days

RECOMMENDED:

By *Steph Smith* 8/5/2024
Engineer

APPROVED:

By *Brandon Kanner* 8-5-24
Contractor

APPROVED:

By _____
City Public Works Director

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

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

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

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

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

By _____
City CIP Manager

By _____
City Manager

CITY OF PASCO PWRF PHASE 2: WINTER STORAGE	CHANGE PROPOSAL REQUEST	C-CIV/LNDSOP	X	M-MECH/PUMBS/FP	CPR- 16
		A-ARCH		E-ELEC/INSTR	
		S-STRUC		MISC.	

CONTRACT TITLE: PWRF PHASE 2: WINTER STORAGE

PRIME CONTRACTOR: Tapani, Inc.

DATE RESPONSE REQUIRED: 5/6/2024

SUBCONTRACTOR/SUPPLIER:

CONTRACT DOCUMENTS AFFECTED BY THIS CPR:

Specification Sections(s) : N/A

Drawing Number(s) & Detail: C003, C204

CHANGE REQUESTED:

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

Name: Kyle Smith, PE

Date: 4/22/2024

CONTRACTOR'S RECOMMENDATION:

CHANGE TO CONTRACT PRICE: \$30,392.15

CHANGE TO CONTRACT DAYS: 0

Contractors Name / Signature: Brandon Farmer Brandon Farmer

Date: 05/13/2024

RH2 RESPONSE:

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

Respondent's Name: Kyle Smith, PE

CITY OF PASCO Endorsement:

Proceed With Change?		Rep Name: Brittany Whitfield
No		Signature: Brittany Whitfield <small>Digitally signed by Brittany Whitfield DN: cn=Brittany Whitfield, o=City of Pasco, ou=City of Pasco, email=Brittany.Whitfield@cityofpasco.wa.gov, c=US</small>
Yes	X	

Force Account/ Change Order Worksheet

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



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

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

LABOR

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

EQUIPMENT

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

MATERIAL

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

SUBCONTRACTORS

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

OTHER

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

Stipulations

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

Accepted by: _____

Date: _____

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

Total Amount \$ 30,392.15

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



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

Date: 4/25/2024

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

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

Technical Services

Two (2) qualified technicians at the following rate:



\$ 235 per manhour
8 manhour minimum required

NWL estimates approx 16 manhours to complete this scope

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

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

Submittals/Contract Review

\$ 300 lump sum

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

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

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

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

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

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

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

Special Clarifications Concerning Technicians & Rates:

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

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

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

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

Name of Contractor:

Initial:

Date:

Phone Number:

Email:

STANDARD NWL CLARIFICATIONS & CONDITIONS

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

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

Cleaning and access to areas to be repaired if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD CONDITIONS TO INCLUDE

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

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

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

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

INSURANCE: Northwest Linings standard insurance limits are as follows:

General Liability

Each Occurrence	\$5,000,000
Personal & Adv Injury	\$5,000,000
General Aggregate	\$10,000,000
Products – Comp/Op Agg	\$5,000,000

Automobile Liability

Combined Single Limit (each accident)	\$1,000,000
Excess Liability	\$3,000,000

TERMS OF SALE:

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

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

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

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

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

State and local taxes and bonding not included.

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

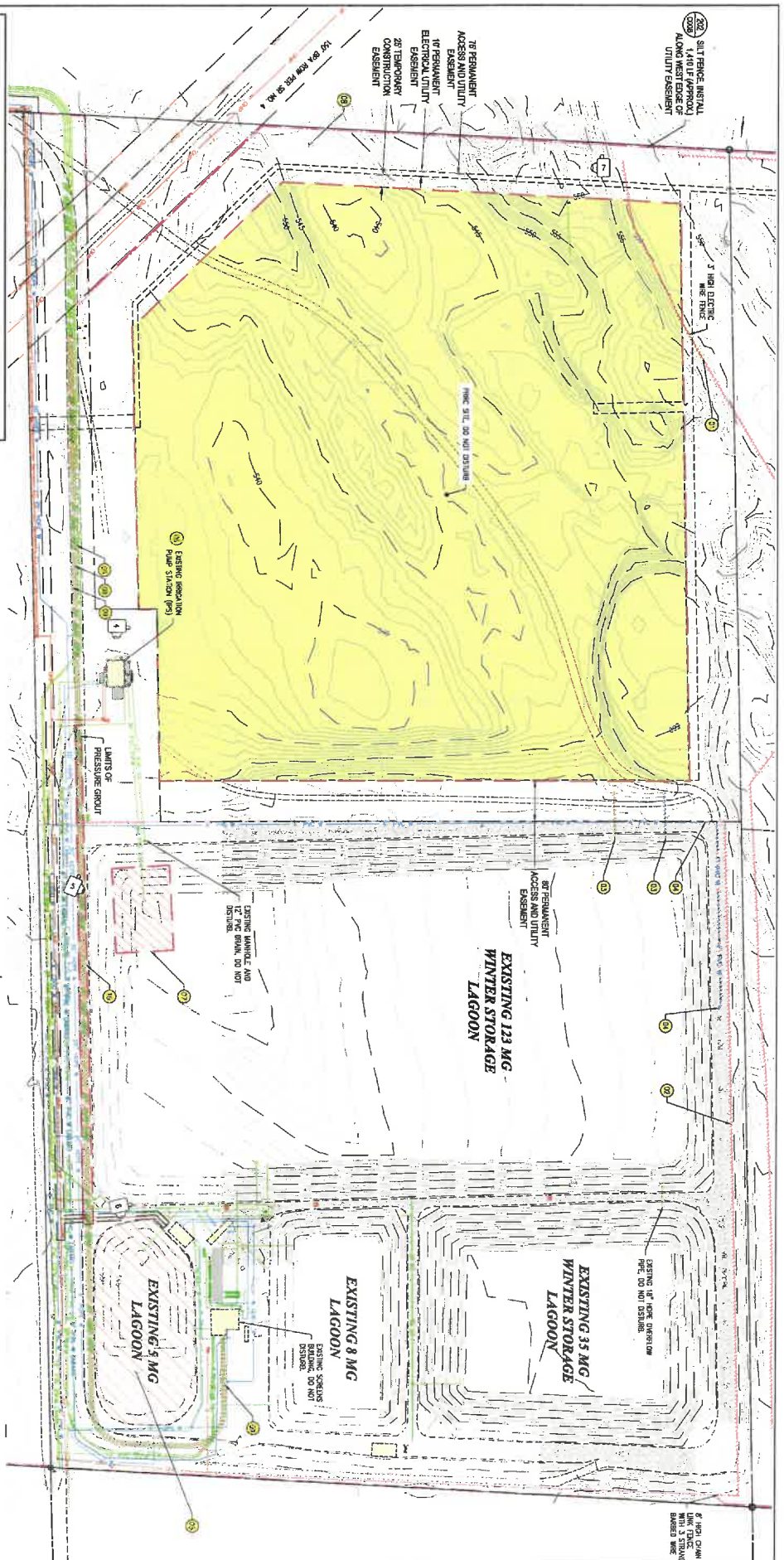
Authorized
Signature: _____

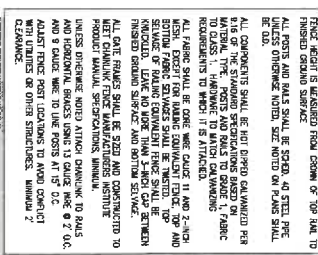
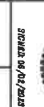
Scott Newton - President

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

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

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





FENCE POST AND RAIL SCHEDULE		POST OR RAIL DIA. OR #/SQ GAGE
LINE POST	2.375	
END, CORNER, & PULL POST, GATE RAKE	2.875	
GATE POSTS	4.5	
TOP RAIL, AND RAIL BRACES	1.66	
BOTTOM RAIL	6 GAGE	



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

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

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

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

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

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

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

Proceed With Change?		Rep Name: Brittany Whitfield
No		Signature: Brittany Whitfield <small>Digitally signed by Brittany Whitfield DN: cn=JL, email=BrittanyWhitfield@pasco-wa.gov, o=City of Pasco, ou=Brittany Whitfield Date: 2024.07.18 16:52:12-0700</small>
Yes	X	
		Date: 7/15/24

Force Account/ Change Order Worksheet

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



Description: Inlet Pipe Concrete Aprons

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

LABOR

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

EQUIPMENT

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

MATERIAL

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

SUBCONTRACTORS

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

OTHER


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

Stipulations

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

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

Force Account/ Change Order Worksheet

Date:	5/22/2024	 TAPANI INC. Corporate Office PO Box 1800 Battle Ground, WA 98604 360.687.1148
Project Name:	PWRF P2 Winter Storage	
Contract #	242001.01	
Job #	242001.01	
C.O. #	17.1	

Description: Inlet Pipe Concrete Apron

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

LABOR

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

EQUIPMENT

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

MATERIAL

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

SUBCONTRACTORS

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

OTHER

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


Stipulations

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

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

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

Force Account/ Change Order Worksheet

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

Description: Additional 4' Slab for 30" Pipe

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

LABOR

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

EQUIPMENT

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

MATERIAL

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

SUBCONTRACTORS

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

OTHER

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

Stipulations

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

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

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



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

CHANGE ORDER REPORT

Change Order #: TWO

Project: PWRF WINTER STORAGE PROJECT HD60

NWL Project : N24014

General Contractor: TAPANI

Date: 5/30/2024

Work authorized by: TAPANI

Print Name : BRANDON FARMER

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

ADDITIONAL COST FOR SEVEN 30" PIPE @ \$2.615 / EACH ASSUME 60' LF OF EMBEDMENT PER EACH
(7 TOTAL= \$18,305.)

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

A TOTAL OF \$ 24,365.00.

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

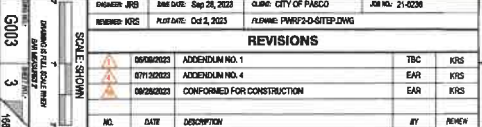
CURRENT CO

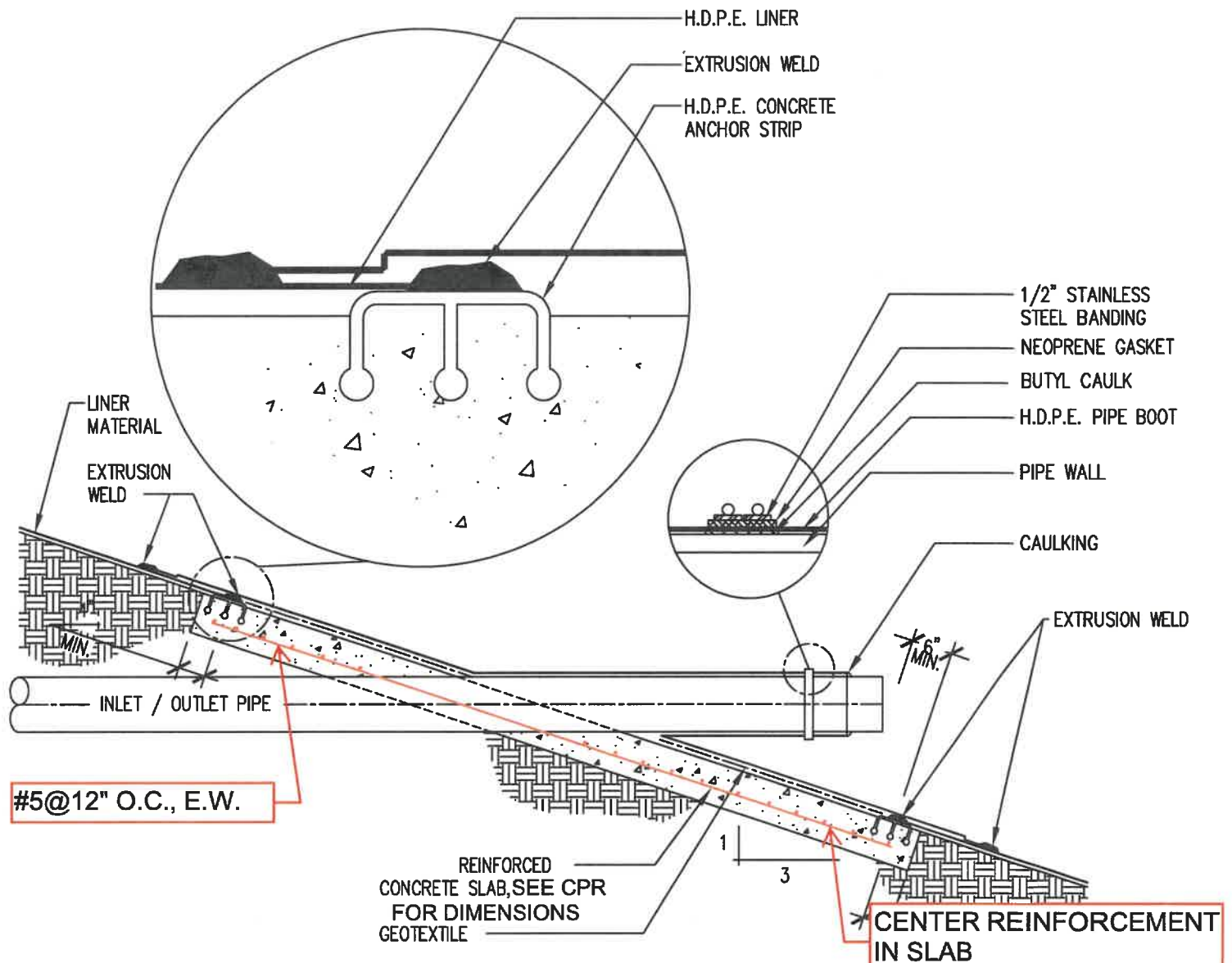
CO TOTAL	TWENTY FOUR THOUSAND THREE HUNDRED AND SIXTY FIVE DOLLARS		
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NWL Project Manager LUAI ZUREIKAT G.C. Supervisor _____

Signature Luai Zureikat Signature _____

Date : 5/30/2024 Date _____





NOTES:

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

SLOPES STEEPER THAN 3 : 1 SHOULD BE AVOIDED

PIPE BOOT DETAIL

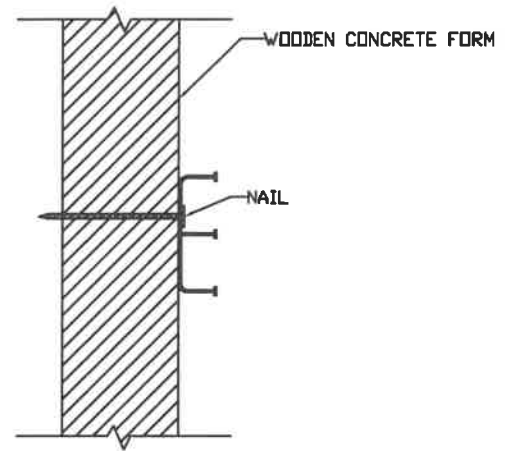
WITH H.D.P.E. EMBEDMENT N T S

Northwest Linings & Geotextile Products, Inc.(NWL) is not a licensed engineering firm and does not practice engineering or provide engineering services. NWL does not make any representation or warranties, express or implied, as to any drawings, or the suitability of any of the drawings for a particular use or purpose. Without limiting the foregoing, NWL makes no representation or warranty that the drawings are appropriate for any particular installation. Only a registered professional engineer who has specialized knowledge of a particular project and the needs and requirements of such project can determine what specific design, engineering or installation detail is best suited for each project.

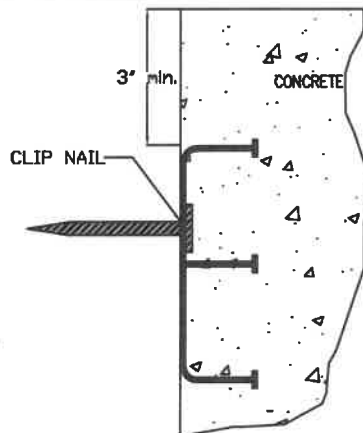
SHEET NO.	DETAIL 	NORTHWEST LININGS & GEOTEXTILE PRODUCTS, Inc. www.northwestlinings.com 21000 77TH AVE. SOUTH KENT, WA 98148 (253) 872-0244 (253) 872-0245 FAX		JOB NAME:			
				JOB NO.			
				DATE:	1 12 04	CHECKED:	
				BY:		SCALE:	



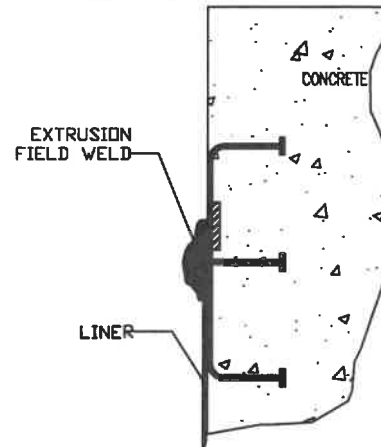
POLYETHYLENE EMBED CHANNEL(PEC)



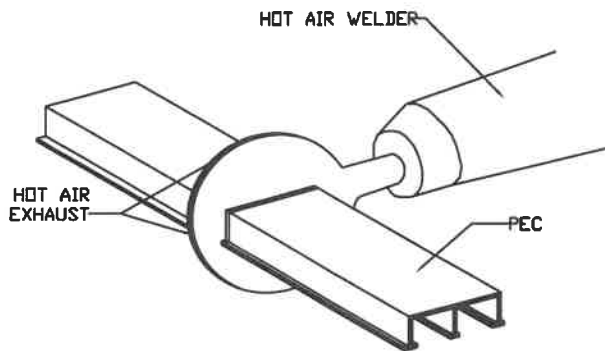
STEP 1. ATTACH PEC TO WOODEN FORM



STEP 2. PEC IN CONCRETE

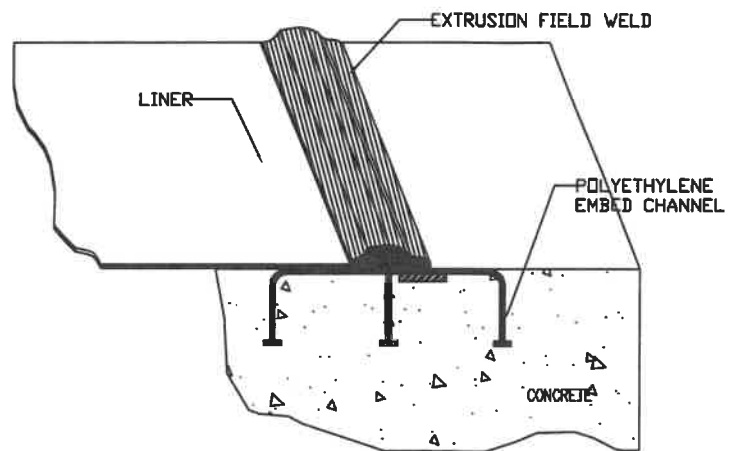


STEP 3. WELD LINER TO PEC



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

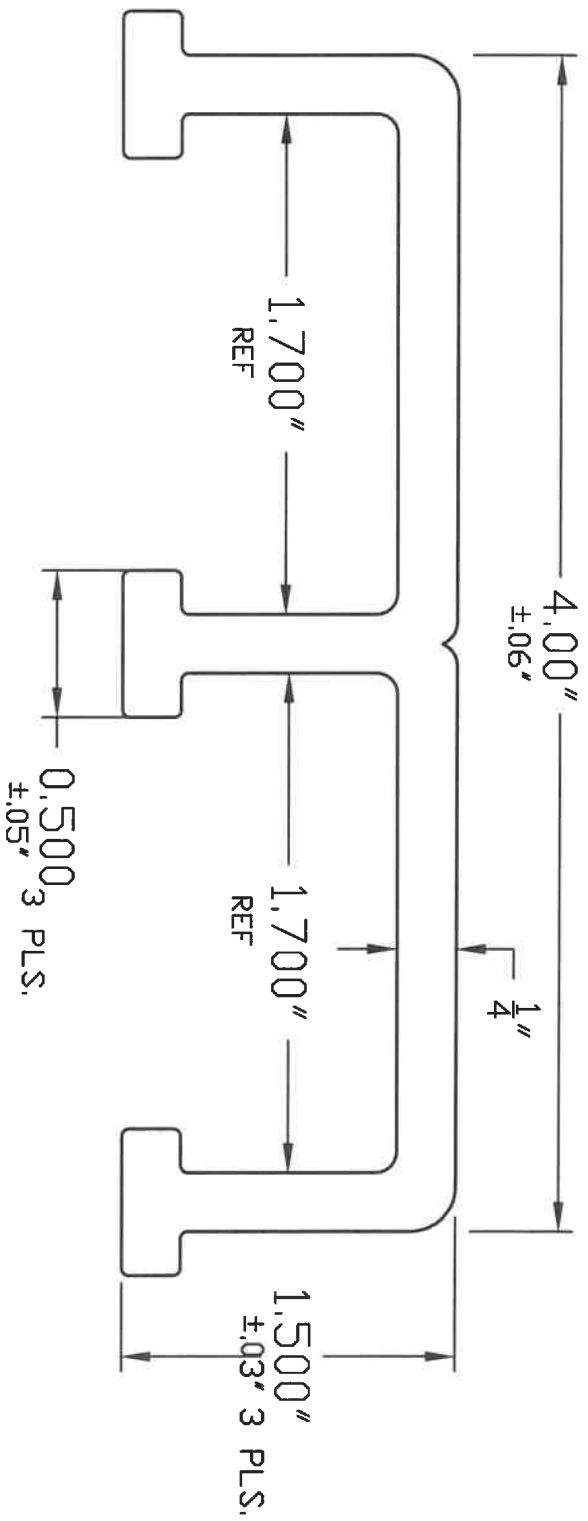
FIGURE 1



POLYETHYLENE EMBED CHANNEL SPECIFICATION

Northwest Linings & Geotextile Products, Inc.(NWL) is not a licensed engineering firm and does not practice engineering or provide engineering services. **NWL does not make any representation or warranties, express or implied, as to any drawings, or the suitability of any of the drawings for a particular use or purpose. Without limiting the foregoing, NWL makes no representation or warranty that the drawings are appropriate for any particular installation.** Only a registered professional engineer who has specialized knowledge of a particular project and the needs and requirements of such project can determine what specific design, engineering or installation detail is best suited for each project.

SHEET NO.	DETAIL 	NORTHWEST LININGS & GEOTEXTILE PRODUCTS, Inc. www.northwestlinings.com 21000 77TH AVE. SOUTH KENT, WA 98149 (253) 872-0244 (253) 872-0245 FAX		JOB NAME:			
				JOB NO.			
				DATE:	1 8 04	CHECKED:	KL
				BY:		SCALE:	



NWL HDPE Permealock Embedment Strip Specifications

Property	Test Method	Units	Minimum
Density	ASTM D 1505	g/cm³	0.940
Carbon Black Content	ASTM D 4218	percent	2.0
Carbon Black Dispersion	ASTM D 5596	rating	Category 1 or 2
Dimensions			
Length	Nominal value		
Width	10 ft.		
Depth	4.00 in.		
Thickness	1.50 in.		
Nodes	0.25 in.		
Spacing	0.50 in.		
	1.70 in.		

Northwest Linings & Geotextile Products, Inc.(NWL) is not a licensed engineering firm and does not practice engineering services. **NWL does not make any representation or warranties, express or implied as to any drawings, or the suitability of any of the drawings for a particular use or purpose. Without limiting the foregoing, NWL makes no representation or warranty that the drawings are appropriate for any particular installation. Only a registered professional engineer who has specialized knowledge of a particular project, and the needs and requirements of such project can determine what specific design, engineering or installation detail is best suited for each project.**

SHEET NO.	DETAIL	NORTHWEST LININGS & GEOTEXTILE PRODUCTS, Inc.		JOB NAME:	
		www.northwestlinings.com 21000 77TH AVE. SOUTH KENT, WA. 98032 (253) 872-0244 (253) 872-0245 FAX		JOB NO.	
		DATE:	12 06 05	CHECKED:	SN
		BY:		SCALE:	

CITY OF PASCO PWRP PHASE 2: WINTER STORAGE	CHANGE PROPOSAL REQUEST	CIV/UNOSC	X	M-MECH/PLUMB/FP	CPR- 18
		A-ARCH		E-ELEC/INSTR	
		S-STRUC		MISC.	

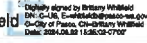
CONTRACT TITLE:	PWRP PHASE 2: WINTER STORAGE
PRIME CONTRACTOR:	Tapani, Inc.
LATE RESPONSE REQUIRED:	6/11/2024
SUBCONTRACTOR/SUPPLIER:	
CONTRACT DOCUMENTS AFFECTED BY THIS CPR:	
Specification Sections(s) :	11.40.03 Automated Vehide Access Gate System
Drawing Number(s) & Detail:	217/C204

CHANGE REQUESTED:
 Please provide a cost for supplying 20 access remotes compatible with the submitted automated slide gate access system.

Name: Kyle Smith, PE	Date: 5/28/2024
CONTRACTOR'S RECOMMENDATION:	

CHANGE TO CONTRACT PRICE: \$1,840.00	CHANGE TO CONTRACT DAYS: 0
Contractors Name / Signature: Brandon Farmer <i>Brandon Farmer</i>	Date: 05/28/2024
RH2 RESPONSE: Pricing has been reviewed by RH2 and determined to be fair and reasonable.	

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

Proceed With Change?		Rep Name: Brittany Whitfield
No		Signature: Brittany Whitfield  <small>Digitally signed by Brittany Whitfield DN: cn=Brittany Whitfield, o=City of Pasco, cn=Brittany Whitfield Date: 2024.06.03 15:28:02 -0700</small>
Yes	X	
		Date: 6/3/2024



Brandon Farmer <brandonf@tapani.com>

CPR 18

Kane Gardner <kg_fencing@yahoo.com>
Reply-To: Kane Gardner <kg_fencing@yahoo.com>
To: Brandon Farmer <brandonf@tapani.com>

Tue, May 28, 2024 at 2:34 PM

Brandon, \$1,600 for 20 two button transmitters and a liftmaster receiver. We will install and program.

Thank You!!!

Kane Gardner, Owner
KG Fencing, LLC
509.350.0222
kg_fencing@yahoo.com

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LM_Remote_Product_Guide_EN.pdf
2190K

811LMX / 813LMX 892LT / 894LT

Programmable DIP and Learning Remote Controls



Provide convenient access to gated communities, industrial facilities, and commercial sites with the right remote control solution for your application.

PRODUCT GUIDE

Popular Features

Learning Remote Controls

Easy Independent Button Programming allows for each button to be programmed with different frequency and codes.

Eliminate the need for multiple remotes when operating LiftMaster® Garage Door Openers, Gate Operators, Commercial Door Operators or myQ® Accessories.

Cloning capability of existing LiftMaster DIP Switch Remote Controls (61LM and 361LM) or a LiftMaster encrypted DIP Switch remote control (811LM) to any button as well as the 811LMX Programmable DIP in any of the above modes.

Flexible compatibility with direct programming to Security+ 2.0 and Security+ Rolling code technology for security and dependability.

Programmable DIP Remote Controls

Both 811LMX and 813LMX allow up to 4096 unique codes with the 12-position DIP. 813LMX uniquely designed for open/close/stop functionality for commercial door applications.

Compatible with LiftMaster gate operators, commercial door operators and receivers. Can be programmed to the following DIP modes: Security+2.0 Encrypted DIP (default), legacy 315 MHz or legacy 390 MHz.

LiftMaster

POWERED BY myQ.

Specifications

892LT

2-Button Security+ 2.0® Learning Remote Control

894LT

4-Button Security+ 2.0® Learning Remote Control

Compatibility

Code / frequency for direct programming:

- Security+ 2.0® – Default
- Security+® 315 MHz
- Security+ 390 MHz

Code / frequency for cloning 811LMX Programmable DIP (in the below modes):

- 811LM Encrypted DIP Switch
- 361LM DIP Switch 315 MHz
- 61LM DIP Switch 390 MHz

Power

Battery (included): AAA battery

Dimensions

3.2" W x 1.75" H x .07" D

Radio

- Security+ 2.0 (Default)
- Security+ 315 MHz
- Security+ 390 MHz
- Clone Capability: 811LM, 361LM, 61LM, 811LMX

Operating Temperature

-40°F (-40°C) to 149°F (65°C)

Shipping Weights

.16 lbs.

Carton Contents

Remote control, visor clip, instruction manual

Storage / Ship Temperature

-40°F (-40°C) to 185°F (85°C) @ 50% Rh

Warranty

1 Year Limited

811LMX*

- Single Button Programmable DIP Remote Control

813LMX†

- 3-Button OCS (Open/Close/Stop) Programmable DIP Remote Control

Compatibility

Code / frequency for direct programming:

- Encrypted DIP (Default)
- 315 MHz DIP
- 390 MHz DIP

Power

Battery (included): Coin Cell 3V – CR2032 type

Dimensions

3.125" W x 1.75" H

Radio

- Security+ 2.0 Encrypted DIP (Default)
- 315 MHz DIP Switch
- 390 MHz DIP Switch

Operating Temperature

-40°F (-40°C) to 149°F (65°C)

Shipping Weights

.22 lbs.

Carton Contents

Remote control, visor clip, instruction manual

Storage / Ship Temperature

-40°F (-40°C) to 185°F (85°C) @ 50% Rh

Warranty

1 Year

- Replaces 811LM, 361LM, 61LM, 61LMC Remote Controls providing the same functionality
- † Replaces 813LM, 333LM, 33LM Remote Controls providing the same functionality

Visit [LiftMaster.com](https://www.liftmaster.com)

Inquiries

For Sales: 800.282.6225 | For Technical Support: 800.528.2806

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LMACENPGLMXLT 10/21

CITY OF PASCO PWRF PHASE 2: WINTER STORAGE	CHANGE PROPOSAL REQUEST	CIV/INDSCP		M-MECH/PLUMB/FP		CPR- 19
		A-ARCH		E-ELEC/INSTR	X	
		S-STRUC		MISC.		

CONTRACT TITLE: PWRF PHASE 2: WINTER STORAGE

PRIME CONTRACTOR: Tapani, Inc.

DATE RESPONSE REQUIRED: 6/25/2024

SUBCONTRACTOR/SUPPLIER:

CONTRACT DOCUMENTS AFFECTED BY THIS CPR:

Specification Sections(s) :

Drawing Number(s) & Detail: E06

CHANGE REQUESTED:

WG No. E06 shows the radar level transducer and float switch for the IPS splitter box on the east side of the weir. The transducer and float switch need to be on the south wall in the west side of the weir. Please modify the location of these controls and provide any costs associated with this revision per RFI 10. See attached.

Name: Kyle Smith, PE

Date: 6/10/2024

CONTRACTOR'S RECOMMENDATION:

CHANGE TO CONTRACT PRICE: \$2,476.79

CHANGE TO CONTRACT DAYS: None

Contractors Name / Signature: BENJI R TAPANI

Date: 6/11/2024 | 8:04 AM PDT

RH2 RESPONSE:

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

Respondent's Name: Kyle Smith, PE

CITY OF PASCO Endorsement:

Proceed With Change?		Rep Name: Brittany Whitfield
No		Signature: Brittany Whitfield
Yes	X	Date: 6/24/24



Engineer Initiated Request for information (RFI) No. 10



Owner: **City of Pasco**
 Project: **PWRF Phase 2: Winter Storage**
 Project No: **21298 (City) 21-0236 (RH2)**
 Engineer: **RH2 Engineering, Inc.**
 Contractor: **Tapani, Inc.**

Review Priority: ☐ 1 (five working days) ☒ 2 (ten working days) ☐ 3 (fifteen working days)

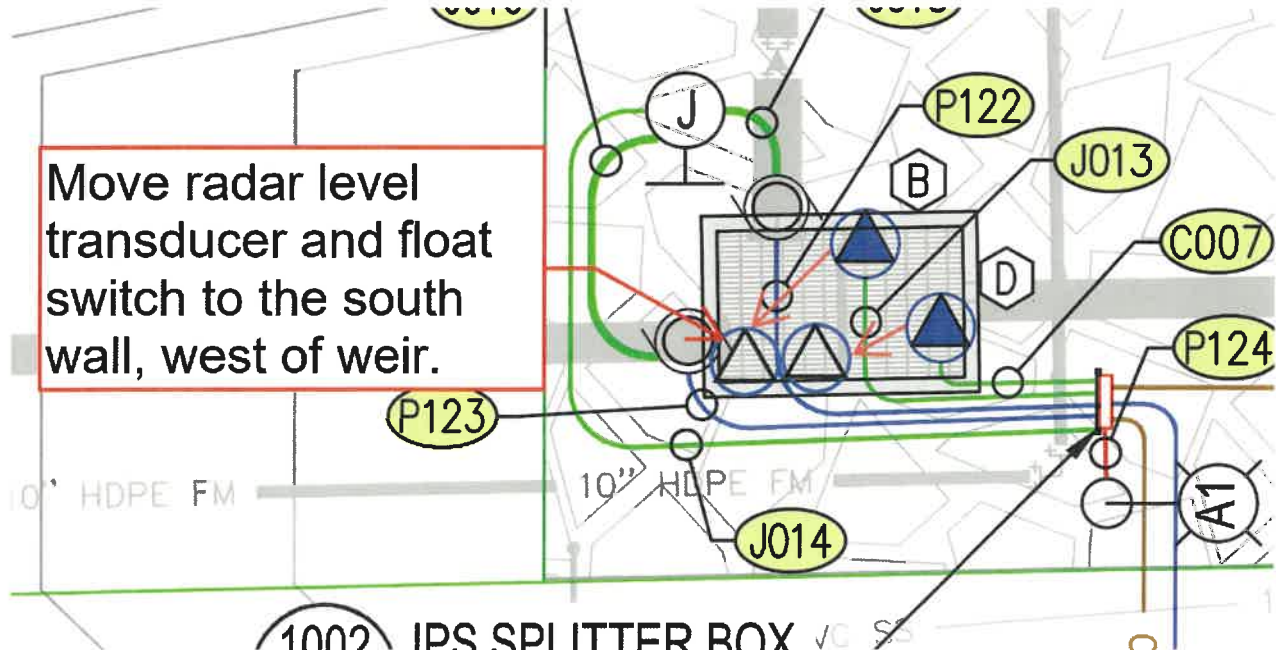
Date of Requested Response (based on review priority): 6/18/2024

Reference Drawing(s): E06 Specification Section(s): N/A

Description of Request:

DWG No. E06 shows the radar level transducer and float switch for the IPS splitter box on the east side of the weir. The transducer and float switch need to be on the south wall on the west side of the weir.

Please modify the location of these controls and provide any costs associated with this revision.



Cost Impact: TO BE PROVIDED

Schedule Impact: TO BE PROVIDED

Comments (If cost or schedule impact, provide reasoning): [Click or tap here to enter text.](#)

Submitted By: T. Cornelius, EIT Company: RH2 Engineering, Inc. Date: 6/4/2024

Contractor's Response:

See the attached cost impact and quote from Silverline for this scope change.

Attachments:

Contractor's Understanding of: Cost Impact: \$2,476.79
text.

Schedule Impact: None

Contractor Name: Tapani, Inc.

Contractor Signature

Date

How Returned to Engineer ☐ Email ☐ Fax ☐ USPS Mail ☒ Sharefile

Date returned to Engineer: Click or tap to enter a date.

Force Account/ Change Order Worksheet

Date: 6/10/2024
 Project Name: PWRP Phase 2
 Contract #
 Job #: 242001
 C.O. #: Owner RFI RFI 10



Description: Owner RFI 10
 See owner RFI 10 for further information

LABOR

Class	Name/Description	Straight Time		Overtime		Unit	Total
		Hours	Rate	Hours	Rate		
Backhoe (45,000 Gw & Under)		4	\$ 75.74		\$ 113.61	HRS	\$ 302.96
General Laborer		4	\$ 66.68		\$ 100.01	HRS	\$ 266.70
Labor Sub Total							\$ 569.66
Labor Overhead & Profit 15%							\$ 85.45
Sick Leave 0%							\$ -
Labor Total							\$ 655.11

EQUIPMENT

Equipment #	Equipment Description	Units	Rate			Unit	Total
1120133	Caterpillar 325F L Excavator	4	\$ 155.13			HRS	\$ 620.52
Equipment Sub Total							\$ 620.52
Equipment Overhead & Profit 15%							\$ 93.08
Equipment Total							\$ 713.60

MATERIAL

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

SUBCONTRACTORS

Subcontractor Description	Unit Rate			Quantity	Unit	Total
Silverline	\$ 963.55			1	LS	\$ 963.55
						\$ -
						\$ -
						\$ -
Sub Contractors Sub Total						\$ 963.55
Subcontractor Overhead & Profit 15%						\$ 144.53
Subcontractor Total						\$ 1,108.08

OTHER

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

Stipulations

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

Accepted by: _____	General Liability Insurance 0.0000%	Sub Total	\$ 2,476.79
Date: _____	Bond 0.0%		
	Total Amount	\$	2,476.79
This Change increases the time to complete the project by:			Day(s)



Silverline Electric LLC
4121 W Clearwater Ave
Kennewick, WA 99336

Estimate 25141119
Estimate Date 6/6/2024

Billing Address

Tapani Inc.
1904 Southeast 6th Place # PO Box 1900
Battle Ground, WA 98604 USA

Job Address

PWRF - Process Water Reuse Facility
957 East Foster Wells Road
Pasco, WA 99301 USA

Description of work

Move radar level transducer and float switch to the south wall, west of weir. (Reference Engineer Initiated RFI 10)

Service #	Description	Quantity	Your Price	Total
Labor		1.00	\$410.55	\$410.55
120	Material	1.00	\$163.00	\$163.00
120	Manufacturers small order fee on PVC coated rigid	1.00	\$390.00	\$390.00
Sub-Total				\$963.55
Tax				\$0.00
Total Due				\$963.55
Deposit/Downpayment				\$0.00

Thank you for choosing Silverline Electric!

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. In the event of non-payment of any amounts due, the undersigned agrees to pay reasonable interest on all delinquent monies owed and in the event of collection agrees to pay all costs of collection including attorney fees. The Service Provider is not responsible for any cosmetic, equipment or structural damage resulting from the repair or diagnosis of the problem.



City of
Pasco

**Pasco City Council Regular
Meeting
September 16, 2024**

PWRF Phase 2 Project Update



PWRF Phase 2 Project Update

- **Approximately 79% complete as of August 2024.**
- **Lagoon outlet structures complete with exception of pedestrian bridge and slipmeter installations.**
- **Darigold 106 MG lagoon liner system installation currently complete.**
- **103 MG, 106 MG, and 120 MG lagoon liner installations and leak testing completion by October 2024.**



City of
Pasco

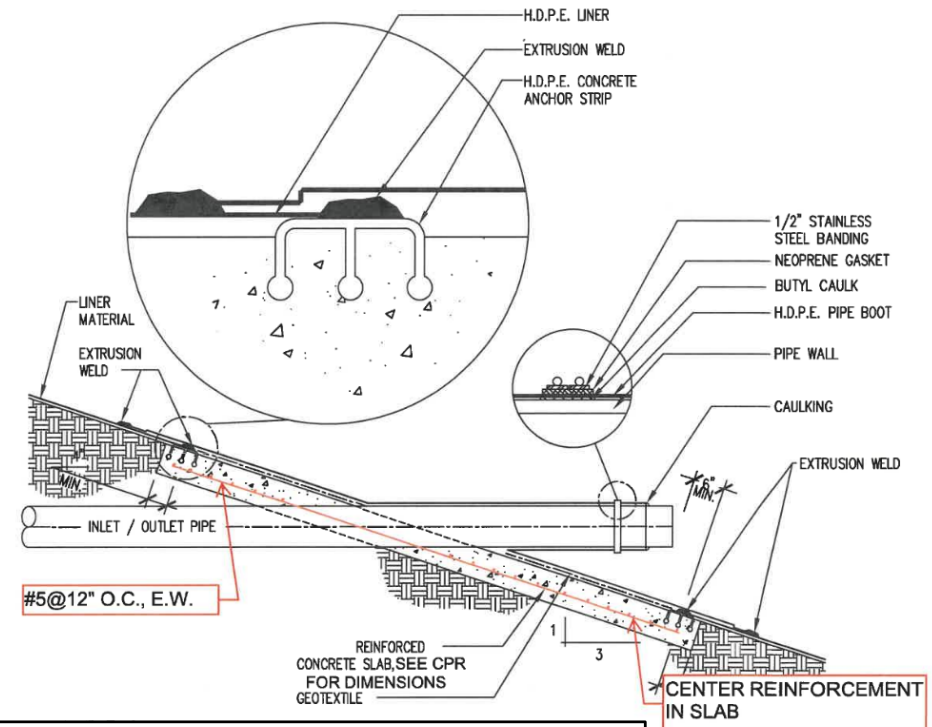
PWRF Phase 2 Construction Costs

Contract	Cost
Construction Contract w/Tapani	\$31,588,247
Change Order No. 1 (PW Director)	\$31,529
Change Order No. 2 (Res. No. 4433)	\$250,835
Change Order No. 3 (Res. No. 4441)	\$264,489
Change Order No. 4 (City Manager)	\$181,171
Change Order No. 5 (Proposed)*	\$171,616
Total Project Cost	\$32,487,886

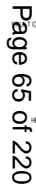
*No impact to total project budget and fully funded through Ecology Construction Loan

Proposed Change Order No. 5

- CPR 16 - Additional scope for abandoning overflow piping within the existing 123 MG lagoon (Add of \$30.4k).
- CPR 17 - Installation of 11 reinforced concrete aprons around new lagoon inlet pipes to mitigate slope erosion (Add of \$124k).



CPR 17 – Inlet Pipe Apron Slab Installation



- **CPR 18 - Purchase of 20 gate remotes to supplement operation of access gate keypads included in design. (Add of \$1.8k).**
- **CPR 19 - Relocation of IPS Splitter Box instrumentation to ensure proper function of process water level measurement (Add of \$2.5k).**



City of
Pasco

Questions?

AGENDA REPORT

FOR: City Council September 11, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: Resolution No. 4494 - I-182 & Broadmoor Boulevard Interchange
Project Change Order No. 7

I. REFERENCE(S):

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

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4494, authorizing the City Manager to execute Change Order No. 7 with Nelson Construction Corp. for the I-182 and Broadmoor Boulevard Interchange.

III. FISCAL IMPACT:

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

IV. HISTORY AND FACTS BRIEF:

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

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

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

V. DISCUSSION:

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

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

This Item was discussed at Council's Workshop of September 09, 2024.

City of Pasco staff has reviewed CO No. 7 and recommends approval in the amount of \$91,428.00.

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys

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

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

Contractor: Nelson Construction Corp.

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

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

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

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

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

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

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

IS CONTRACT TIME AFFECTED BY THIS CHANGE ORDER

YES

NO

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

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

AGREED TO AND ACCEPTED:

APPROVED:

CONTRACTOR Date

PROJECT MANAGER Date

APPROVED:

APPROVED:

CONSTRUCTION MANAGER Date

DEPUTY PW DIRECTOR-ENGINEERING Date

APPROVED:

APPROVED:

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



City of
Pasco

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



I-182 & Broadmoor Blvd. Interchange Overview

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

MS0

I-182 & Broadmoor Blvd. Interchange Project



Proposed Change Order No. 7

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



City of
Pasco

Questions?

AGENDA REPORT

FOR: City Council September 10, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Ken Roske, Police Chief
Police Department

SUBJECT: Resolution No. 4495 - Axon Enterprise, Inc. First Amendment to the Master Services and Purchasing Agreement

I. REFERENCE(S):

Resolution
Axon Enterprise, Inc. First Amendment to the Master Services and Purchasing Agreement

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to adopt Resolution No.4495, authorizing the City Manger to execute the First Amendment to the Master Services and Purchasing Agreement with Axon Enterprise, Inc. for the Officer Safety Plan.

III. FISCAL IMPACT:

For the upcoming biennium budget, if the Pasco Police Department accepts the proposed 10-year AXON Officer Safety Plan Contract Renewal, the rate will be \$506,136.00 annually including taxes, and begin to increase in the following biennium.

IV. HISTORY AND FACTS BRIEF:

In 2016, the Pasco Police Department (PPD) embarked on a strategic initiative to enhance transparency and accountability by exploring the deployment of body-worn cameras (BWC) for its officers. This move was a natural progression for a department that had already experienced two decades of success with patrol vehicle dash cameras. Recognizing the advancements in technology and the growing demand for transparency in law enforcement, the PPD began a comprehensive evaluation of potential vendors and developed a policy framework for implementing a BWC program.

By 2018, after thorough consideration, the PPD identified Axon as the industry

leader in body-worn camera technology. The department adopted Axon's products, launching the BWC program in early 2019, as an early pioneer of BWC in police departments across the country. The implementation of this technology marked a significant milestone for the department, proving invaluable not only in evidence collection but also in bolstering public trust through increased transparency. However, the program's success also highlighted the growing need for cloud-based evidence storage, as the volume of video data quickly approached the limits set in the initial contract. This prompted a reevaluation of the department's storage needs, ultimately leading to the proposal of an enhanced Officer Safety Plan, which promised unlimited evidence storage and higher-resolution video capabilities.

The PPD's partnership with Axon extended beyond BWCs to include the Taser Conducted Electrical Weapon (CEW) program, which the PPD had first implemented in 2007. With Axon's technological advancements, the department faced the need to upgrade to the Taser 7 model, which offered seamless integration with the BWC system, ensuring automatic recording during critical incidents. This upgrade was part of a broader effort to unify the department's digital evidence management, transitioning from the Watch guard in-car video system to the Axon Fleet Camera System. This integration aimed to streamline the storage and processing of digital evidence, thereby reducing the potential for errors in public records requests.

The Axon Evidence.com platform became central to the department's operations, enabling the secure storage and sharing of digital evidence with legal stakeholders. The platform's features, including Axon Citizen and Axon Capture, further empowered officers to collect and manage digital evidence efficiently. The Axon Interview system also modernized the department's interview rooms, linking them directly to the Evidence.com database for real-time viewing and streamlined data management.

The current Axon contract represents a significant investment in the PPD's future. It encompassed a holistic approach to officer safety, evidence management, and public transparency, ensuring that the PPD remained at the forefront of law enforcement technology and public accountability. This contract was not merely a continuation of existing practices but a forward-looking strategy to enhance the PPD's operational capabilities and maintain its leadership in digital evidence management and public trust.

V. DISCUSSION:

Council and staff discussed the First Amendment to the Master Services and Purchasing Agreement that will replace the current agreement with Axon Enterprise, Inc. at the September 9, 2024, Council Workshop.

Staff recommends Council's approval of the proposed agreement with Axon Enterprise, Inc. for the Officer Safety Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE OFFICER SAFETY PLAN.

WHEREAS, the City of Pasco (City), Washington, and Axon Enterprise, Inc. enter into the First Amendment to the Master Services and Purchasing Agreement for the Officer Safety Plan on September 16, 2024; and

WHEREAS, the City of Pasco, Washington wishes to continue a forward-looking approach to law enforcement, focusing on technology-driven solutions to enhance service delivery, transparency, and public trust; 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 the First Amendment to the Master Services and Purchasing Agreement with Axon Enterprise, Inc. for the Officer Safety Plan.

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 First Amendment to the Master Services and Purchasing Agreement between the City of Pasco and Axon Enterprise, Inc. as attached hereto and incorporated herein as **Exhibit A**.

Be It Further Resolved, that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to execute said First Amendment to the Master Service and Purchasing Agreement on behalf of the City of Pasco; and to make minor substantive changes necessary to execute the Amendment.

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

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

Pete Serrano
Mayor

ATTEST:

Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:

Kerr Ferguson Law, PLLC
City Attorneys



First Amendment to the Master Services and Purchasing Agreement

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the Pasco County, Washington (“**Agency**” or “**Customer**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”.

Axon and Agency are parties to the Master Services and Purchasing Agreement executed on September 30, 2020 (“**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to add additional products and services.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Professional Services Appendix
 - b. FUSUS Appendix
 - c. Virtual Reality Appendix
 - d. Axon Investigate Appendix
 - e. Auto Transcribe Appendix
 - f. My90 Appendix
 - g. Events Appendix
 - h. Quote Q-588250
2. The following is added to the Axon Cloud Services Appendix: **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

3. The following is added to the Axon Cloud Service Appendix, Section 8 Storage: For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon’s Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon’s Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.
4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.



**First Amendment to the Master
Services and Purchasing Agreement**

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signed by:
Signature: Robert E. Driscoll Jr.
55DAEBB131A4424...

Signature: _____

Name: Robert E. Driscoll Jr.

Name: _____

Title: Deputy General Counsel

Title: _____

Date: 9/10/2024 | 12:41 PM MST

Date: _____



First Amendment to the Master Services and Purchasing Agreement

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide



First Amendment to the Master Services and Purchasing Agreement

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included



First Amendment to the Master Services and Purchasing Agreement

<ul style="list-style-type: none"> • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none"> • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices



First Amendment to the Master Services and Purchasing Agreement

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
10. **Signal Sidearm Installation Service.**
- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
 - b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If



First Amendment to the Master Services and Purchasing Agreement

Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



First Amendment to the Master Services and Purchasing Agreement

FUSUS APPENDIX

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.
2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



First Amendment to the Master Services and Purchasing Agreement

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



First Amendment to the Master Services and Purchasing Agreement

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be



First Amendment to the Master Services and Purchasing Agreement

downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



First Amendment to the Master Services and Purchasing Agreement

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



First Amendment to the Master Services and Purchasing Agreement

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.



First Amendment to the Master Services and Purchasing Agreement

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4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
 6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
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First Amendment to the Master Services and Purchasing Agreement

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- 12. Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
- 13. Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
- 14. Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.
- 15. Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
- 16. Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
- 17. Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
- 18. Managing Data Shared.** Customer is responsible for:
- 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90
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First Amendment to the Master Services and Purchasing Agreement

Customer Content;

19. Prior to enrollment in My90. Prior to enrolling in My90, Customer will:

- 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
- 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
- 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. Customer Responsibilities. Customer is responsible for:

- 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
- 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
- 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. Suspension. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



First Amendment to the Master Services and Purchasing Agreement

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



First Amendment to the Master Services and Purchasing Agreement

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-588250-45532.693MD

Issued: 08/28/2024

Quote Expiration: 09/28/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 186872

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Pasco Police Dept. - WA 215 W Sylvester St Pasco, WA 99301-5350 USA	Pasco Police Dept. - WA 215 W Sylvester St Pasco WA 99301-5350 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Dufford Phone: 7074802550 Email: mdufford@axon.com Fax:	WILLIAM PARRAMORE Phone: 5097278529 Email: parramorew@pasco-wa.gov Fax: (509) 545-3423

Page 100 of 220

Quote Summary

Program Length	120 Months
TOTAL COST	\$6,275,972.56
ESTIMATED TOTAL W/ TAX	\$6,748,552.72

Discount Summary

Average Savings Per Year	\$337,608.42
TOTAL SAVINGS	\$3,376,084.24

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$470,213.56	\$35,474.01	\$505,687.57
Jan 2026	\$470,697.96	\$35,437.91	\$506,135.87
Jan 2027	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2028	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2029	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2030	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2031	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2032	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2033	\$666,882.63	\$50,208.52	\$717,091.15
Jan 2034	\$666,882.63	\$50,208.60	\$717,091.23
Total	\$6,275,972.56	\$472,580.16	\$6,748,552.72

Quote Unbundled Price:	\$9,652,056.80
Quote List Price:	\$7,686,269.60
Quote Subtotal:	\$6,275,972.56

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$13,563.00)	(\$13,563.00)	(\$1,207.11)	(\$14,770.11)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$49,681.00	\$49,681.00	\$4,421.61	\$54,102.61
M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	120	\$549.65	\$390.20	\$333.17	\$3,918,079.20	\$297,439.42	\$4,215,518.62
Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	120	\$262.52	\$248.53	\$174.44	\$1,130,371.20	\$77,179.58	\$1,207,550.78
A la Carte Hardware									
71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	8			\$18.60	\$0.00	\$0.00	\$0.00	\$0.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	4			\$3,286.23	\$0.00	\$0.00	\$0.00	\$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4			\$64.00	\$0.00	\$0.00	\$0.00	\$0.00
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3			\$132.00	\$132.00	\$396.00	\$35.25	\$431.25
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3			\$243.31	\$243.31	\$729.93	\$64.97	\$794.90
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3			\$397.51	\$397.51	\$1,192.53	\$106.13	\$1,298.66
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3			\$685.49	\$685.49	\$2,056.47	\$183.03	\$2,239.50
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5			\$243.31	\$243.31	\$1,216.55	\$108.28	\$1,324.83
50298	AXON INTERVIEW - CAMERA - OVERT DOME	5			\$992.92	\$992.92	\$4,964.60	\$441.85	\$5,406.45
H00001	AB4 Camera Bundle	5			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	120		\$3,363.00	\$12.50	\$81,000.00	\$7,206.59	\$88,206.59
H00001	AB4 Camera Bundle	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$36.83	\$8,839.20	\$786.69	\$9,625.89
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	120		\$31.50	\$28.67	\$13,759.20	\$1,224.57	\$14,983.77
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	120		\$124.80	\$124.80	\$119,808.00	\$0.00	\$119,808.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	120		\$78.76	\$69.31	\$815,071.88	\$72,541.39	\$887,613.27
ProLicense	Pro License Bundle	20	120		\$48.47	\$48.02	\$115,248.00	\$10,257.07	\$125,505.07
A la Carte Services									
85055	AXON BODY - PSO - FULL SERVICE	1			\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
100682	AXON INTERVIEW - PSO - SITE VISIT	4			\$1,750.00	\$1,750.00	\$7,000.00	\$0.00	\$7,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$1,068.00	\$13,068.00
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	36		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	29	\$4.40	\$4.40	\$255.20	\$22.71	\$277.91
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	36	\$7.75	\$7.75	\$837.00	\$74.50	\$911.50
50448	AXON INTERVIEW - EXT WARRANTY	4	60	\$29.29	\$29.29	\$7,029.60	\$625.63	\$7,655.23
Total						\$6,275,972.56	\$472,580.16	\$6,748,552.72

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	6	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	5	1	01/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	01/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	98	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	98	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	1960	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	590	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	89	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	9	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101300	AXON VR - TABLET CASE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	98	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	17	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	01/01/2025

Page 103 of 220

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	01/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	54	1	01/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	54	1	01/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	72048	AXON FLEET 3 - SIM INSERTION - ATT	54	1	01/01/2025
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	54	1	01/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	54	1	01/01/2025
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	01/01/2025
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	1	01/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	1	01/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	01/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	1	01/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	5	1	01/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	01/01/2025
A la Carte	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	8	1	01/01/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	01/01/2025
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	790	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	290	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	780	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	101	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	23	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	07/02/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	300	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	790	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	290	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	780	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	101	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	23	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	01/01/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	54	1	01/01/2030
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	98	1	07/02/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	4	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	1	07/02/2032

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73317	AXON BODY - TAP REFRESH 3 - DOCK SINGLE BAY	23	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	101	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	10	1	07/02/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73318	AXON BODY - TAP REFRESH 4 - DOCK SINGLE BAY	23	1	01/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	101	1	01/01/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	10	1	01/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	54	1	01/01/2035
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	1	1	01/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100801	AXON RECORDS - OSP LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73680	AXON RESPOND PLUS - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	98	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	54	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	54	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	54	02/01/2025	01/31/2035
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	108	02/01/2025	01/31/2035
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	02/01/2025	01/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	20	02/01/2025	01/31/2035
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	02/01/2025	01/31/2035
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	02/01/2025	01/31/2035
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	02/01/2025	01/31/2035
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	02/01/2025	01/31/2035

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	98
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	98

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	54
A la Carte	100682	AXON INTERVIEW - PSO - SITE VISIT	4
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	98	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	02/01/2025	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	23	02/01/2025	01/31/2035
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	4	02/01/2025	01/31/2030
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	02/01/2025	01/17/2027
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	02/01/2025	01/31/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	02/01/2025	01/17/2027
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	02/01/2025	01/31/2028
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	02/01/2025	06/30/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	98	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	98	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	17	01/01/2026	01/31/2035
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	01/31/2035
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	54	01/01/2026	01/31/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	54	01/01/2026	01/31/2035
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	01/01/2026	01/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	215 W Sylvester St	Pasco	WA	99301-5350	USA
2	215 W Sylvester St	Pasco	WA	99301-5350	USA

Payment Details

Page 107 of 220

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$84,777.85	\$5,788.47	\$90,566.32
Fleet - Annual Payment 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$6,072.98	\$540.49	\$6,613.47
IR - Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,031.94	\$91.84	\$1,123.78
IR - Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$662.94	\$59.00	\$721.94
IR - Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$8,985.56	\$0.00	\$8,985.56
IR - Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	4	\$527.22	\$46.92	\$574.14
OSP - Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$50,798.61	\$4,521.07	\$55,319.68
OSP - Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$52.17	\$4.64	\$56.81
OSP - Annual Payment 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$244,190.61	\$18,537.60	\$262,728.21
OSP - Annual Payment 1	ProLicense	Pro License Bundle	20	\$7,182.72	\$639.26	\$7,821.98
OSP - Annual Payment 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$1.68	\$0.00	\$1.68
Upfront Hardware + PSO	100682	AXON INTERVIEW - PSO - SITE VISIT	4	\$7,000.00	\$0.00	\$7,000.00
Upfront Hardware + PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$1,068.00	\$13,068.00
Upfront Hardware + PSO	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	\$1,192.53	\$106.13	\$1,298.66
Upfront Hardware + PSO	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$729.93	\$64.97	\$794.90
Upfront Hardware + PSO	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	\$1,216.55	\$108.28	\$1,324.83
Upfront Hardware + PSO	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$2,056.47	\$183.03	\$2,239.50
Upfront Hardware + PSO	50298	AXON INTERVIEW - CAMERA - OVERT DOME	5	\$4,964.60	\$441.85	\$5,406.45
Upfront Hardware + PSO	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	8	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	40	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	\$396.00	\$35.25	\$431.25
Upfront Hardware + PSO	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$255.20	\$22.71	\$277.91
Upfront Hardware + PSO	85055	AXON BODY - PSO - FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	5	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	4	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$49,681.00	\$4,421.61	\$54,102.61
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$13,563.00)	(\$1,207.11)	(\$14,770.11)
Total				\$470,213.56	\$35,474.01	\$505,687.57

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$84,777.83	\$5,788.47	\$90,566.30
Fleet - Annual Payment 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$6,072.98	\$540.49	\$6,613.47
IR - Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,031.94	\$91.84	\$1,123.78
IR - Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$662.94	\$59.00	\$721.94
IR - Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$8,985.60	\$0.00	\$8,985.60
IR - Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	4	\$527.22	\$46.92	\$574.14
OSP - Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$61,961.48	\$5,514.57	\$67,476.05
OSP - Annual Payment 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$63.63	\$5.66	\$69.29
OSP - Annual Payment 2	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$297,851.17	\$22,611.22	\$320,462.39
OSP - Annual Payment 2	ProLicense	Pro License Bundle	20	\$8,761.12	\$779.74	\$9,540.86
OSP - Annual Payment 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.05	\$0.00	\$2.05
Total				\$470,697.96	\$35,437.91	\$506,135.87

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 3	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 3	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 4	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 4	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 5	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 5	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 6	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 6	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 6	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 6	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 6	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 7	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 7	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 7	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 7	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 7	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 8	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
IR - Annual Payment 8	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 8	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 8	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 8	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 8	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.34	\$128,302.28
Fleet - Annual Payment 9	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.70	\$9,369.08
IR - Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.11	\$1,592.03
IR - Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.59	\$1,022.75
IR - Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 9	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.47	\$813.37
OSP - Annual Payment 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.22	\$95,602.23
OSP - Annual Payment 9	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.02	\$98.17
OSP - Annual Payment 9	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.31	\$454,040.95
OSP - Annual Payment 9	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.76	\$13,517.78
OSP - Annual Payment 9	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.52	\$717,091.15

Jan 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Annual Payment 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	54	\$120,101.94	\$8,200.26	\$128,302.20
Fleet - Annual Payment 10	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$8,603.38	\$765.71	\$9,369.09
IR - Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,461.92	\$130.12	\$1,592.04
IR - Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$939.16	\$83.56	\$1,022.72
IR - Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$12,729.60	\$0.00	\$12,729.60
IR - Annual Payment 10	50448	AXON INTERVIEW - EXT WARRANTY	4	\$746.90	\$66.50	\$813.40
OSP - Annual Payment 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	98	\$87,789.01	\$7,813.21	\$95,602.22
OSP - Annual Payment 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$90.15	\$8.06	\$98.21
OSP - Annual Payment 10	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	98	\$422,004.64	\$32,036.43	\$454,041.07
OSP - Annual Payment 10	ProLicense	Pro License Bundle	20	\$12,413.02	\$1,104.75	\$13,517.77
OSP - Annual Payment 10	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	54	\$2.91	\$0.00	\$2.91
Total				\$666,882.63	\$50,208.60	\$717,091.23

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-316163, Q-339622, Q-363861, Q-392391, Q-395673, Q-401400, Q-458554, Q-527253, Q-548482, Q-254526

Agency is terminating those contracts effective 2/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$36,117.77

Page 112 of 220

100% discounted BWC Camera Hardware and Fleet Camera hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract Q-254526, Q-316163, Q-339622, Q-363861, Q-392391, Q-395673, Q-401400, Q-458554. All Fleet and BWC TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Quotes Q-588250, Q-573765, Q-573791, Q-57380, and Q-573816 are contingent upon the execution of each other.

Signature

Date Signed

8/28/2024



AGENDA REPORT

FOR: City Council September 12, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Debra Barham, City Clerk
City Manager

SUBJECT: Historic Preservation Commission Reappointment of Marilyn Baker

I. REFERENCE(S):

Resolution No. 4262
Candidate Applications - Council only

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to confirm the Mayor's reappointment of Marilyn Baker to Position No. 3 on the Historic Preservation Commission with term expiring on August 1, 2027.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

The Historic Preservation Commission (HPC) is composed of five members; terms for each position are for three (3) years. The HPC meets the first Tuesday of each month.

The HPC identifies and actively encourages the conservation of Pasco's historic resources by reviewing National Register properties applying for Special Tax Valuation, raises community awareness of Pasco's history and historic resources, and serves as the City of Pasco's primary resource in matters of history, historic planning and preservation.

Position No. 3, currently held by Marilyn Baker expired on August 1, 2024; however, per the PMC, she has continue to serve on this commission until either she is reappointed or a new appointment is made.

As outlined in Resolution No. 4262, an incumbent may be reappointed by the Mayor without an interview if the incumbent has severed not more than two consecutive terms since the last interview. Ms. Baker was interviewed during her last reappointment in 2021 by a Council Subcommittee. She remains in good standing and is a faithful commissioner on the Historic Planning Commission.

V. DISCUSSION:

Mayor Serrano requests Council's confirmation in his reappointment of Marilyn Baker to the Historic Preservation Commission.

RESOLUTION NO. 4262

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON AMENDING THE PROCESS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

WHEREAS, the City of Pasco maintains several citizen boards and commissions to assist the delivery of municipal services, as well as to advise the City Council in making policy decisions; and

WHEREAS, the appointment process prescribed throughout the Pasco Municipal Code requires the Mayor to appoint qualified individuals to vacancies on such boards or commissions, subject to confirmation of the City Council; and

WHEREAS, the last amendment to the City's Boards and Commissions appointment process was passed by Council on April 16, 2012, through Resolution No. 3388; and

WHEREAS, the solicitation process and management of the City's Boards and Commissions members was transferred from the City Manager's Office to the City Clerk's Office in January 2020; and

WHEREAS, during the onset of the COVID-19 pandemic in early 2020, the process for reviewing application packets and interviewing candidates was modified to accommodate meeting restrictions, which also allowed for the use of new technology providing for the conduct of interviews virtually; and

WHEREAS, the Mayor and City Council desire to continue reviewing City Boards and Commissions application packets and interviewing candidates through a Council subcommittee consisting of two Councilmembers and the Mayor, which has been effective and efficient for both the City Council and applicants alike.

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

Section 1: Applications for vacancies on City Boards and Commissions shall be solicited by the City Clerk's Office on behalf of the City Council prior to when a position's term expires or when a vacancy occurs due to a resignation or removal of a member.

Section 2: Application packets, of those candidates meeting the qualifications for the Board or Commission position(s), shall be reviewed by a Council subcommittee appointed by the Mayor, which shall include the Mayor and two Councilmembers. The Council subcommittee shall be ad-hoc and appointed when applications are received for a current vacancy or vacancies or for upcoming position term expirations. The Council subcommittee shall select those candidates it deems best suited for the respective Board/Commission but not more than three candidates for

each vacancy to be filled. The Council subcommittee shall consider the following factors, including, but not limited to :


- a) Geographic representation
- b) Gender representation
- c) Ethnic representation
- d) Familial and financial relationships of board members
- e) Qualifications and expertise related to the subject matter of the respective Board or Commission

Section 3: The Council subcommittee shall conduct the interviews of the selected candidates and may recommend reappointment of an incumbent applicant without interview if the incumbent has served not more than two consecutive terms since the last interview. At a City Council meeting following such interviews, an interviewed candidate shall be selected by the Mayor for appointment/reappointment to each vacant position. Any candidate selected by the Mayor shall be subject to confirmation vote by the City Council; a majority vote of the quorum present at such meeting shall be required to confirm the Mayor's appointments.

Section 4: Any prior resolutions of the City Council in conflict with the provisions in this resolution shall be superseded by this resolution.


Section 5: This Resolution shall take effect immediately.

PASSED by the City Council of the City of Pasco, Washington this 24th day of October, 2022.




Blanche Barajas
Mayor

ATTEST:



Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:



Kerr Ferguson Law, PLLC
City Attorneys

AGENDA REPORT

FOR: City Council September 12, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Jacob Gonzalez, Director
Community & Economic Development

SUBJECT: Public Hearing & Ordinance No.4727 - Right-of-Way Vacation for Alvarado Place (VAC 2024-002) (5 minutes)

I. REFERENCE(S):

Ordinance
Vicinity Map

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

HOLD A PUBLIC HEARING

MOTION: I move to adopt Ordinance No. 4727, vacating a 20-foot Right-of-Way along the eastern property line of Lot 1 of Short Plat 94-7 located approximately 300 feet east of the intersection of Road 100 and West Court Street, in Pasco, Washington, and, further, authorize publication by summary only.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

On May 9, 2024, the City received a petition to vacate a 20-foot Right-of-Way along the eastern property line of Lot 1 of Short Plat 94-7 located approximately 300 feet east of the intersection of Road 100 and West Court Street (Parcel No. 118292143).

Staff processed the petition in accordance with requirements of Pasco Municipal Code 12.40.030.

On August 5, 2024, City Council passed Resolution No. 4480, setting 7:00 p.m., Monday, September 16, 2024, as the date for a public hearing to

consider this vacation request.

V. DISCUSSION:

Chapter 12.40 of the Pasco Municipal Code (PMC) outlines the process and criteria for the consideration of street, alley, and access easement vacations related to street, pedestrian, or travel purposes for public use. The applicant has requested the vacation of a 20-foot Right-of-Way (ROW) along the eastern property line of Lot 1 of Short Plat 94-7, located approximately 300 feet east of the intersection of Road 100 and West Court Street (Parcel No. 118292143), as illustrated in Exhibit A.

In evaluating the proposed vacation based on PMC Section 12.40.070(1)-(4), staff has made the following determinations:

(1) The vacation shall not adversely affect traffic accessibility and circulation within the immediate area or within the City as a whole;

The proposed vacation will not adversely affect traffic accessibility or circulation in the immediate area or the City as a whole, as the ROW is currently undeveloped.

(2) The right-of-way is not contemplated or needed for future public use;

The ROW is not anticipated to be needed for future public use. Given the existing development patterns, the extension of the current ROW is not feasible.

(3) No abutting property will become landlocked, or its access substantially impaired; and

The vacation will not result in any abutting property becoming landlocked or impair access. All adjacent properties have access to alternative rights-of-way.

(4) The public needs shall not be adversely affected and the vacation will provide a public benefit or serve a public purpose.

The vacation will not negatively impact public needs, as the ROW is undeveloped and not currently used for access or circulation.

Per PMC 12.40.080, when vacating a street, alley, or public easement, the City may reserve easements for public utilities, services, pedestrian trails, and other necessary uses. Given the presence of overhead power utilities in the ROW, staff recommends that the City retain a minimum 20-foot access and utility easement along the eastern property line of Lot 1 of Short Plat 94-7 (Franklin

County Parcel No. 118292143), as shown in Exhibit A.

Notification of the application was sent to City departments and external agencies for review. Staff has found the application to be compliant with the requirements of Chapter 12.40. An ordinance is attached for City Council consideration.

FILED FOR RECORD AT REQUEST OF:

City of Pasco, Washington

WHEN RECORDED RETURN TO:

City of Pasco, Washington

Attn: City Clerk

525 North 3rd Avenue

Pasco, WA 99301

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON, VACATING A 20-FOOT RIGHT-OF-WAY ALONG THE EASTERN PROPERTY LINE OF LOT 1 OF SHORT PLAT 94-7 LOCATED APPROXIMATELY 300 FEET EAST OF THE INTERSECTION OF ROAD 100 AND WEST COURT STREET.

WHEREAS, from time to time in response to petitions or in cases where it serves the general interest of the City, the City Council may vacate rights-of-way (ROW); and

WHEREAS, a petition for vacating a 20-foot Right-of-Way along the eastern property line of Lot 1 of Short Plat 94-7 located approximately 300 feet east of the intersection of Road 100 and West Court Street has been submitted to the City by owners of more than two-thirds of the properties abutting the portion of the right-of-way to be vacated per Pasco Municipal Code (PMC); and

WHEREAS, on August 5, 2024, pursuant to the PMC Section 12.40.040, the City passed Resolution No. 4480, initiating the vacation procedures and setting a public hearing for the proposed vacation; and

WHEREAS, pursuant to PMC Section 12.40.050, appropriate notice was given of the City's intent to vacate the public right-of-way; and

WHEREAS, the City held a public hearing on the proposed vacation on September 16, 2024; and

WHEREAS, the vacation process provided in PMC Chapter 12.40 requires a title report, and an appraisal of value and compensation unless waived by the City Council; and

WHEREAS, pursuant to PMC Section 12.40.120(2) the City may waive the requirement for a title report, an appraisal of value and compensation 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 Council had previously determined that the right-of-way is not 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 the vacation outweighs the appraised value of the right-of-way to be vacated; and

WHEREAS, the proposed vacation does meet one or more of the above listed criteria for waiver of the requirements for a title report, an appraisal of value, and compensation pursuant to PMC Section 12.40.120(2), as applicant has submitted a preliminary plat application (PP 2024-005) in conjunction with this ROW Vacation; and the City will require dedication and development of substitute right-of-way of at least equal to the right-of-way to be vacated as condition of the proposed plat; and the resulting benefit to the community of the project requiring the vacation outweighs the appraised value of the right-of-way to be vacated; and

WHEREAS, the City Council may approve a right-of-way vacation upon making findings pursuant to PMC Section 12.40.070(1)-(4), that the vacation of the right-of-way will not adversely affect traffic accessibility and circulation within the immediate area or with the City as a whole; is not contemplated or needed for future use; no abutting property will become landlocked or have access substantially impaired; and the public needs shall not be adversely affected and the vacation will provide a public benefit or serve a public purpose; and

WHEREAS, the City Council finds that the required criteria of the PMC Section 12.40.070(1)-(4) have been met; and

WHEREAS, all steps and procedures required by law to vacate said right-of-way have been duly taken and performed.

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

Section 1. That a portion of right-of-way, as described below and as depicted in **Exhibit A**, attached hereto, be and the same is hereby vacated;

All that portion of that certain 20.00-foot Right-of-Way as shown lying Easterly of and adjacent to Lot 1 of Short Plat 94-7, as recorded under Volume 1 of Short Plats at Page 334 records of Franklin County with the Southern boundary of Right-of-Way to be vacated being the Southeasterly extension of the Southerly line of said Lot 1 and the Northerly boundary of said Vacation being the Easterly extension of said Lot 1, all located in a portion of the Northwest Quarter and a portion of Government Lot 1 of the Northwest Quarter of Section 20, Township 9 North, Range 29 E, Willamette Meridian, Franklin County, Washington;

Comprising approximately 7,643 square feet..

Section 2. That the City shall retain an easement and the right to exercise or grant easements consisting of the western 20 feet adjacent the eastern property line of said Short Plat 94-7.

Section 3. That pursuant to PMC Chapter 12.40, the City Council waives the requirements for an appraisal, title report, survey, and compensation for the vacated right-of-way.

Section 4. That a certified copy of this Ordinance be recorded by the City Clerk of the City of Pasco in and with the office of the Auditor of Franklin County, Washington.

Section 5. 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 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 September, 2024.

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys

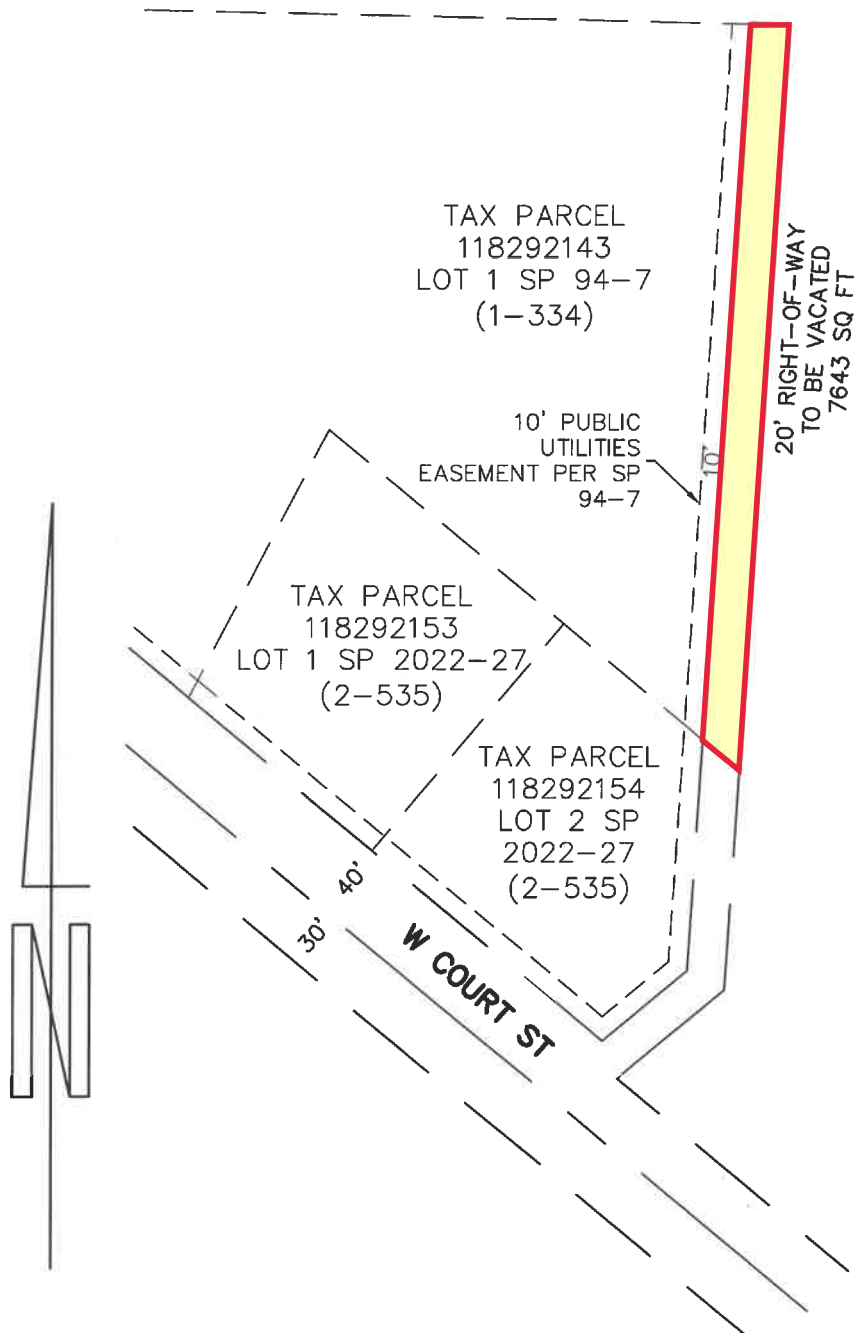
Published: _____

EXHIBIT

JOB NO: 24-065

DATE: 03-29-2024

NOT TO SCALE



Vicinity Map

Item: 14-Lot Preliminary Plat & RS-20 to R-1 Rezone
Applicant(s): Haven Capital, LLC c/o Cody Fielding
File #: PP 2024-005 & Z 2024-003



AGENDA REPORT

FOR: City Council September 12, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Jacob Gonzalez, Director
Community & Economic Development

SUBJECT: Ordinance No. 4728 - Osprey Pointe Rezone from I-3 to MU (Z 2024-004) (5 minutes)

I. REFERENCE(S):

Ordinance
Exhibit A - Hearing Examiner Recommendation, Dated August 2, 2024
Exhibit B - Map
Presentation
Staff Report and information packet to Hearing Examiner for Hearing on July 24, 2024

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to adopt Ordinance No. 4728, amending the zoning classification of certain real property located SE of the intersection of S Grey Avenue and E Ainsworth Avenue, and SW of the intersection of E Dock Street and SE Road 18, Pasco, Franklin County, Washington, from I-3 to MU and, further, authorize publication by summary only.

III. FISCAL IMPACT:

None.

IV. HISTORY AND FACTS BRIEF:

On July 24, 2024, the Hearing Examiner held a public hearing to consider a request to rezone Parcels C, D and E of Binding Site Plan 2015-05, located SE of the intersection of S Grey Avenue and E Ainsworth Avenue and SW of the intersection of E Dock Street and SE Road 18, and addressed as 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) Pasco, Franklin County, Washington from I-3 (Heavy Industrial District) to MU (Mixed-Use District).

Following the conclusion of the public hearing, the Hearing Examiner recommended approval of the Applicant's request for a rezone.

No appeals of this recommendation have been received.

V. DISCUSSION:

Applicant JMS Development, LLC submitted application, Z 2024-004, to rezone 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) in Pasco, WA 99301 from I-3 (Heavy Industrial) to MU (Mixed Use). The site comprises approximately 54.09 combined acres. The underlying Comprehensive Plan Future Land Use classification is "Mixed Residential and Commercial."

The site was annexed into the City in 1994 and assigned zoning via Ordinance 3033. Ordinance 3033 adopted the zoning designations of Resolution 2122, designating the site's zoning district as I-3.

The initial review criteria for considering a rezone application are explained in PMC 25.210.030. The criteria are listed below as follows:

1. The date the existing zone became effective:

The site was assigned the zoning district designation of I-3 in 1994 via Ordinance 3033 and Resolution 2122.

2. The changed conditions, which are alleged to warrant other or additional zoning:

Passage of Ordinance 4668 (May 2023) modifying the City's zoning code and providing for a Mixed-Use zoning district is the primary changed condition warranting the rezone. The proposed rezone would allow the site to be developed as intended per the Comprehensive Plan Land Use Map.

3. Facts to justify the change on the basis of advancing the public health, safety and general welfare:

The Mixed Residential and Commercial designation allows for R-1, R-2, R-3, R-4, C-1, O and Waterfront (read Mixed-Use) zoning, which would allow for residential and commercial development in accordance with the adopted zoning code.

The rezone application and proposal are consistent with the City Council-approved amendments to the Pasco Comprehensive Plan, which has been determined to be in the best interest of advancing public health, safety and general welfare of the community.

4. The effect it will have on the value and character of the adjacent property and the Comprehensive Plan:

Surrounding properties are developed with single family, commercial and industrial uses. Two of the parcels requesting rezoning are currently developed with commercial/government offices which is in conformance with the Mixed-Use zoning district and in character with the surrounding properties.

The proposed rezone would allow for a combination of mixed-use residential and commercial in the same development: Single-family dwellings, patio homes, townhouses, apartments and condominiums at a density of 5 to 29 dwelling units per acre; and neighborhood shopping and specialty centers, business parks, service and office uses.

5. The effect on the property owner or owners if the request is not granted:

The proposed development would not be permitted under the existing zoning designation, creating inconsistencies between the adopted Comprehensive Plan Future Land Use Map and development opportunities.

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

The City of Pasco Comprehensive Plan Land Use Map designates this site as "Mixed Residential and Commercial". The Mixed Residential and Commercial designation accommodates a diverse range of housing, nonresidential uses, commercial uses, neighborhood retail and office uses, parks and recreation areas, and civic uses at a density of 5 to 29 dwelling units per acre, and may be assigned R-1, R-2, R-3, R-4, C-1, O and Waterfront zoning.

7. Such other information as the Hearing Examiner requires:

The rezone application is consistent with and meets the intent of the Comprehensive Plan, and City Council Goals.

Full descriptions and details can be found in the attached "Exhibit A".

Recommendation--Hearing Examiner:

As noted in the attached "Exhibit A," the Hearing Examiner has found that the proposed rezone meets the criteria found in PMC Section 25.210.060, and recommended, based on the Recommended Findings of Fact and Conclusions of Law, that the City Council approve the rezone of Parcels 112-420-025, 112-420-026, and 112-420-027 from I-3 to MU, without a concomitant agreement.

FILED FOR RECORD AT REQUEST OF:

City of Pasco, Washington

WHEN RECORDED RETURN TO:

City of Pasco, Washington

Attn: City Clerk

525 North 3rd Avenue

Pasco, WA 99301

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON, AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED SE OF THE INTERSECTION OF S GREY AVENUE AND E AINSWORTH AVENUE AND SW OF THE INTERSECTION OF E DOCK STREET AND SE ROAD 18 IN PASCO, FRANKLIN COUNTY, WASHINGTON, FROM I-3, HEAVY INDUSTRIAL, TO MU, MIXED-USE.

WHEREAS, JMS Development, the Petitioner seeks to rezone Parcel Nos. 112420025, 112420026, and 112420027, located at 904 E Ainsworth Avenue, 1110 Osprey Pointe Boulevard, and 1740 E Dock Street, Pasco, Washington; and

WHEREAS, a complete and adequate petition for change of zoning classification meeting the requirements of Pasco Municipal Code (PMC) Section 25.210.030 was received by the City of Pasco (City) and, after notice was issued under PMC Section 25.210.040, an open record hearing was conducted by the Pasco Hearing Examiner upon such petition on July 24, 2024; and

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

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

Section 1. That the Zoning Ordinance for the City of Pasco, Washington, and the Zoning Map, accompanying and being part of said Ordinance shall be and hereby is changed from I-3, Heavy Industrial, to MU, Mixed-Use, for the real property as shown in the **Exhibit B** attached hereto and described as follows:

BINDING SITE PLAN 2015-05 PARCEL C

BINDING SITE PLAN 2015-05 PARCEL D

BINDING SITE PLAN 2015-05 PARCEL E

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this Ordinance should be held to the invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause phrase or word of this Ordinance.

Section 3. Corrections. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; reference to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 4. Effective Date. This Ordinance shall take full force and effect five (5) days after approval, passage and publication as required by law.

PASSED by the City Council of the City of Pasco, Washington, on this ____ day of _____,
202_.

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys

Published: _____

**CITY OF PASCO
LAND USE HEARING EXAMINER**

IN THE MATTER OF)	RECOMMENDED FINDINGS OF
)	
Z 2024-004)	FACT, CONCLUSIONS OF LAW
)	
Osprey Pointe Rezone)	DECISION AND
		CONDITIONS OF APPROVAL

THIS MATTER having come on for hearing in front of the City of Pasco Hearing Examiner on July 24, 2024. The Hearing Examiner having taken evidence hereby submits the following Recommended Findings of Fact, Conclusions of Law, Decision and Conditions of Approval as follows:

I. RECOMMENDED FINDINGS OF FACT

1. **APPLICANT:** JMS Development LLC, 904 E Ainsworth Avenue, Pasco, WA 99301
2. **REQUEST:** **REZONE:** 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) rezone from I-3 (Heavy Industrial) to (MU Mixed Use).
3. **Timeline:**

31 May 2024	Application Submitted
16 June 2024	Determination of Incompleteness
20 June 2024	Application Deemed Complete
7 July 2024	SEPA Threshold Determination of Non-Significance Issued
7 July 2024	Application Noticed for Public Hearing
17 July 2024	Public Hearing/Staff Report Published

4. **PROPERTY DESCRIPTION:**
 - 4.1. Abbreviated Legal: BINDING SITE PLAN 2015-05 PARCEL C
 - 4.2. General Location: 904 E Ainsworth Avenue
 - 4.3. Approximate Property Size: 19.74 acres
 - 4.4. Abbreviated Legal: BINDING SITE PLAN 2015-05 PARCEL D
 - 4.5. General Location: 1110 Osprey Pointe Boulevard
 - 4.6. Approximate Property Size: 18.53 acres
 - 4.7. Abbreviated Legal: BINDING SITE PLAN 2015-05 PARCEL E
 - 4.8. General Location: 1740 E Dock Street
 - 4.9. Approximate Property Size: 15.83 acres

Z 2024-004
Osprey Pointe Rezone
Page 1 of 6

5. **ACCESS:** 904 E Ainsworth Avenue (Parcel # 112-420-025) has access to E Ainsworth Avenue, 1110 Osprey Pointe Boulevard (Parcel # 112-420-026) has access to Osprey Pointe Boulevard and E Ainsworth Avenue, and 1740 E Dock Street (Parcel # 112-420-027) has access to E Dock Street, E Ainsworth Avenue, and SE Road 18.
6. **UTILITIES:** Municipal water and sewer are available on Osprey Pointe Boulevard and E Ainsworth Avenue.
7. **LAND USE AND ZONING:** The properties are zoned I-3 Heavy Industrial. 904 E Ainsworth Avenue (Parcel # 112-420-025) contains an approximately 4,000 square foot office building, 1110 Osprey Pointe Boulevard (Parcel # 112-420-026) is developed with an office building, and 1740 E Dock Street is classified as undeveloped by the Franklin County Tax assessor but contains an approximately 4,300 square foot utility/commercial building that appears to be disused. Surrounding properties are zoned, and developed as follows:
 - 7.1. North: I-1 Light Industrial/ I-3 Heavy Industrial, Wastewater treatment plant, commercial and government offices, and industrial buildings
 - 7.2. East: I-3 Heavy Industrial, Industrial outdoor storage and stockpiling
 - 7.3. South: I-3, Walking trail along Columbia River
 - 7.4. West: I-1 Light Industrial/R-2 Medium Density Residential, Commercial Buildings and Single Family Dwellings
8. **Comprehensive Plan:** The City of Pasco Comprehensive Plan designates this site as “Mixed Residential and Commercial.” The Mixed Residential and Commercial designation accommodates a diverse range of housing, nonresidential uses, commercial uses, neighborhood retail and office uses, parks and recreation areas, and civic uses at a density of 5 to 29 dwelling units per acre, and may be assigned R-1, R-2, R-3, R-4, C-1, O and Waterfront zoning district designations. Per Pasco Municipal Code (PMC) 25.215.015, maximum gross density of any proposed development within any zoning district, expressed as dwelling units per acre, shall be no less than the corresponding minimum density expressed in the Comprehensive Plan land use density table, and no greater than the corresponding maximum density expressed in the Comprehensive Plan land use density table, except as provided in Chapter 25.161 PMC. This rezone is consistent with the Comprehensive Plan.
9. **ENVIRONMENTAL DETERMINATION:** The City of Pasco is the State Environmental Policy Act (“SEPA”) lead agency for this project (SEPA2024-035). Based on the SEPA environmental checklist, Comprehensive Plan, applicable regulations, and other information, a threshold determination resulting in a Determination of Non-Significance (DNS) for this project was issued on July 7, 2024 under WAC 197-11-158.
10. Applicant JMS Development LLC wishes to rezone 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) in Pasco, WA 99301 from I-3 (Heavy Industrial) to MU (Mixed Use). The combined acreage of the site comprises approximately 54.09. The underlying Comprehensive Plan Future Land Use is “Mixed Residential and Commercial.”
11. The proposed rezone does not include a project action. It is anticipated that should the rezone be approved a subsequent subdivision project may be submitted for review. This review would include requirements for the impacts it has on the level of service for parks, transportation, etc. Any subsequent subdivision proposals would additionally be required to adhere to Pasco Municipal Code, including provisions such as connectivity and residential design standards.

12. **History:** The site was annexed into the City in 1994 and assigned zoning via Ordinance 3033. Ordinance 3033 adopted the zoning designations of Resolution 2122, designating the site's zone as I-3.
13. **Rezone Criteria:** The initial review criteria for considering a rezone application are explained in PMC 25.210.030. The criteria are listed below as follows:
- 13.1. **The date the existing zone became effective:**
- 13.1.1. *The site was assigned the I-3 zoning designation in 1994 via Ordinance 3033 and Resolution 2122.*
- 13.2. **The changed conditions, which are alleged to warrant other or additional zoning:**
- 13.2.1. *Passage of Ordinance 4668 (May 2023) modifying the City's zoning code and providing for a Mixed-Use zoning district is the primary changed condition warranting the rezone. The proposed rezone would allow the site to be developed as intended per the Comprehensive Plan land use map.*
- 13.3. **Facts to justify the change on the basis of advancing the public health, safety and general welfare:**
- 13.3.1. *The Mixed Residential and Commercial designation allows for R-1, R-2, R-3, R-4, C-1, O and Waterfront (read Mixed-Use) zoning; which would allow for residential development, which has high market demand as a housing shortage exists.*
- 13.3.2. *The rezone application and proposal are consistent with the Council-approved amendments to the Pasco Comprehensive Plan, which has been determined to be in the best interest of advancing public health, safety and general welfare of the community.*
- 13.4. **The effect it will have on the value and character of the adjacent property and the Comprehensive Plan:**
- 13.4.1. *Surrounding properties are developed with single family, commercial and industrial uses. Two of the parcels are currently developed with commercial/government offices which is in conformance with the Mixed-Use zoning district and in character with the surrounding properties.*
- 13.4.2. *The proposed rezone would allow for a combination of mixed-use residential and commercial in the same development: Single-family dwellings, patio homes, townhouses, apartments and condominiums at a density of 5 to 29 dwelling units per acre; and neighborhood shopping and specialty centers, business parks, service and office uses.*
- 13.5. **The effect on the property owner or owners if the request is not granted:**
- 13.5.1. *If this rezone request is not granted, the applicant would not purchase the property from the Port of Pasco or potentially re-develop the property.*
- 13.6. **The Comprehensive Plan land use designation for the property:**
- 13.6.1. *The City of Pasco Comprehensive Plan designates this site as "Mixed Residential and Commercial". The Mixed Residential and Commercial designation accommodates a diverse range of housing, nonresidential uses, commercial uses, neighborhood retail and office uses, parks and recreation areas, and civic uses at a density of 5 to 29 dwelling units per acre, and may be assigned R-1, R-2, R-3, R-4, C-1, O and Waterfront zoning.*
- 13.6.2. *Per PMC 25.215.015 maximum gross density of any proposed development within any zoning district, expressed as dwelling units per acre, shall be no less than the corresponding*

Z 2024-004

Osprey Pointe Rezone

Page 3 of 6

minimum density expressed in the Comprehensive Plan land use density table, and no greater than the corresponding maximum density expressed in the Comprehensive Plan land use density table, except as provided in Chapter 25.161 PMC.

13.7. Such other information as the Hearing Examiner requires:

- 13.7.1. *The rezone application is consistent with and meets the intent of the Comprehensive Plan, and City Council Goals.*
14. Public notice of this application and hearing was sent to property owners within 300 feet of the property and posted on the City's website on July 2, 2024, and published in the Tri-City Herald on July 7, 2024. Each property was posted with the Notice of Application and Notice of Public Hearing on July 3, 2024.
 15. A rezone from I-3 (Heavy Industrial) to (MU Mixed Use) has been requested for 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027).
 16. The sites comprise approximately 54.09 acres combined.
 17. The site was assigned the I-3 zoning designation in 1994 via Ordinance 3033 and Resolution 2122.
 18. Per PMC, the heavy industrial district is established to provide areas in the City where heavy industrial, manufacturing, processing, assembly, fabricating and ancillary activities can occur while being protected from encroachment of commercial and residential uses. This district is intended to permit high-intensity land uses that would be termed obnoxious due to noise, glare and other emissions resulting from the manufacturing process. The I-3 zoning district is intended to apply only to those Port of Pasco-owned lands to which the I-3 zone was applied upon the formation of I-3 zoning district.
 19. Per PMC, the purpose of the Mixed-Use (MU) zoning district is to allow for a compatible and integrated mix of commercial (and office, education and government uses) with residential uses. The Mixed Use zoning district is intended to provide a high level of diversity in housing types including townhouses and flats in mid-rise buildings ranging from two to six stories to move toward the City's land use and housing goals and policies relating to density and a broad range of housing types, as required under the Growth Management Act, Chapter 36.70A RCW. In addition, ground floor neighborhood-scale commercial and/or office uses are encouraged to create a cohesive bike and pedestrian-oriented community.
 20. The City's 2018-2038 Comprehensive Plan Land Use Map designates the site as "Mixed Residential and Commercial". Mixed Residential/Commercial allows a combination of mixed-use residential and commercial in the same development: single-family dwellings, patio homes, townhouses, apartments and condominiums at a density of 5 to 29 dwelling units per acre, and neighborhood shopping and specialty centers, business parks, service and office uses.
 21. The underlying Comprehensive Plan Land Use designation specifies 5 to 29 dwelling units per acre.
 22. At the time of 2018-2038 Comprehensive Plan adoption in 2021, the City did not have a zoning district to facilitate the intent of that Mixed-Use Residential Commercial land use designation. In May 2023 City Council approved Ordinance 4668, amending PMC Section 25.20.010 "Establishment of Zoning Districts" and Chapter 25.127 "WD Waterfront Development," replacing the "WD Waterfront Development" with "MU Mixed-Use," allowing for Mixed-Use developments citywide, consistent with the Comprehensive Plan.
 23. Upon Subsequent development of the property, the Applicant will be required to submit State Environmental Policy Act (SEPA) Environmental Checklist that considers the elements of the environment, under WAC 197-11-444, which include a great number of items but can briefly be

described as the natural and built environment. Any proposals that would cause a significant impact to the environment would be mitigated through the SEPA process.

24. All three parcels requesting rezone are developed.
25. An open record public hearing after due legal notice was held on July 24, 2024.
26. At this hearing the Staff Report and entire Planning Staff File was admitted into the record.
27. Appearing and testifying on behalf of the Applicant was James Sexton. Mr. Sexton testified that he was an agent for the property owner and applicant and was authorized to appear on behalf of the applicant at this hearing. Mr. Sexton testified that he agreed with all the representations set forth within the staff report.
28. No member of the public testified at this hearing.

II. RECOMMENDED CONCLUSIONS OF LAW

1. The proposal is in accordance with the goals and policies of the Comprehensive Plan.
 - 1.1. The Land Use Element of the Comprehensive Plan designates the site "Mixed Residential Commercial." A change in zoning would be consistent with the comprehensive plan Land Use Map designation for the site as I-3 is not a zoning district that is in conformance with the underlying future land use designation. The rezone could further the goals and policies of the Comprehensive Plan such as:
 - 1.1.1. Housing Policy H-1-A: Allow for a full range of housing including single family homes, townhouses, condominiums, apartments, and manufactured housing, accessory dwelling units, zero lot line, planned unit developments etc. The current zoning prohibits single and multi-family dwellings. A rezone to MU would allow for a variety of housing types.
 - 1.1.2. Housing Policy H-1-B: Higher intensity housing should be located near arterials and neighborhood or community shopping facilities and employment areas. The proposed rezone could make it easier to develop the land to the required density of the Comprehensive Plan and the property is adjacent to the Port of Pasco, a major employer, and less than a mile from Route 397 a major transportation route that provides access across the Columbia River to Kennewick.
2. The effect of the proposal on the immediate vicinity will not be materially detrimental.
 - 2.1. This application for rezone is consistent with the Comprehensive Plan Land Use Element and meets the intent of the Goals and Policies for the property. A development action affecting the site would be subject to the State Environmental Policy Act (SEPA) and impacts to the natural and built environment, including neighboring properties, would be considered and mitigated through the SEPA process.
3. There is merit and value in the proposal for the community as a whole.
 - 3.1. The proposed zoning designation is consistent with the Comprehensive Plan Land Use Map and the Goals and Policies as adopted by the Pasco City Council. The proposal includes infill development and promotes the goals of the Mixed Residential and Commercial Land Use Map Designation. This rezone would allow for residential development on the site, which is currently prohibited. The City of Pasco and the state of Washington are currently experiencing a housing shortage.
4. Conditions should be imposed in order to mitigate any significant adverse impacts from the proposal.

Z 2024-004
Osprey Pointe Rezone
Page 5 of 6

- 4.1. The rezone application and anticipated project are subject to the regulations and requirements of the Pasco Municipal Code and the City of Pasco Design and Construction Standards. As such, no conditions should be imposed; any future development will be evaluated for significant adverse impacts at the time of a development application, which will also be subject to review under the State Environmental Policy Act (SEPA).
5. A Concomitant Agreement should be entered into between the City and the petitioner, and if so, the terms and conditions of such an agreement.
 - 5.1. No Concomitant Agreement is considered necessary for this application.

III. RECOMMENDED DECISION

Based on the above Findings of Fact and Conclusions of Law, the Hearing Examiner hereby recommends **APPROVAL** for Rezone Z 2024-004.

Dated this 2 day of August, 2024

CITY OF PASCO HEARING EXAMINER

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

Andrew L. Kottkamp

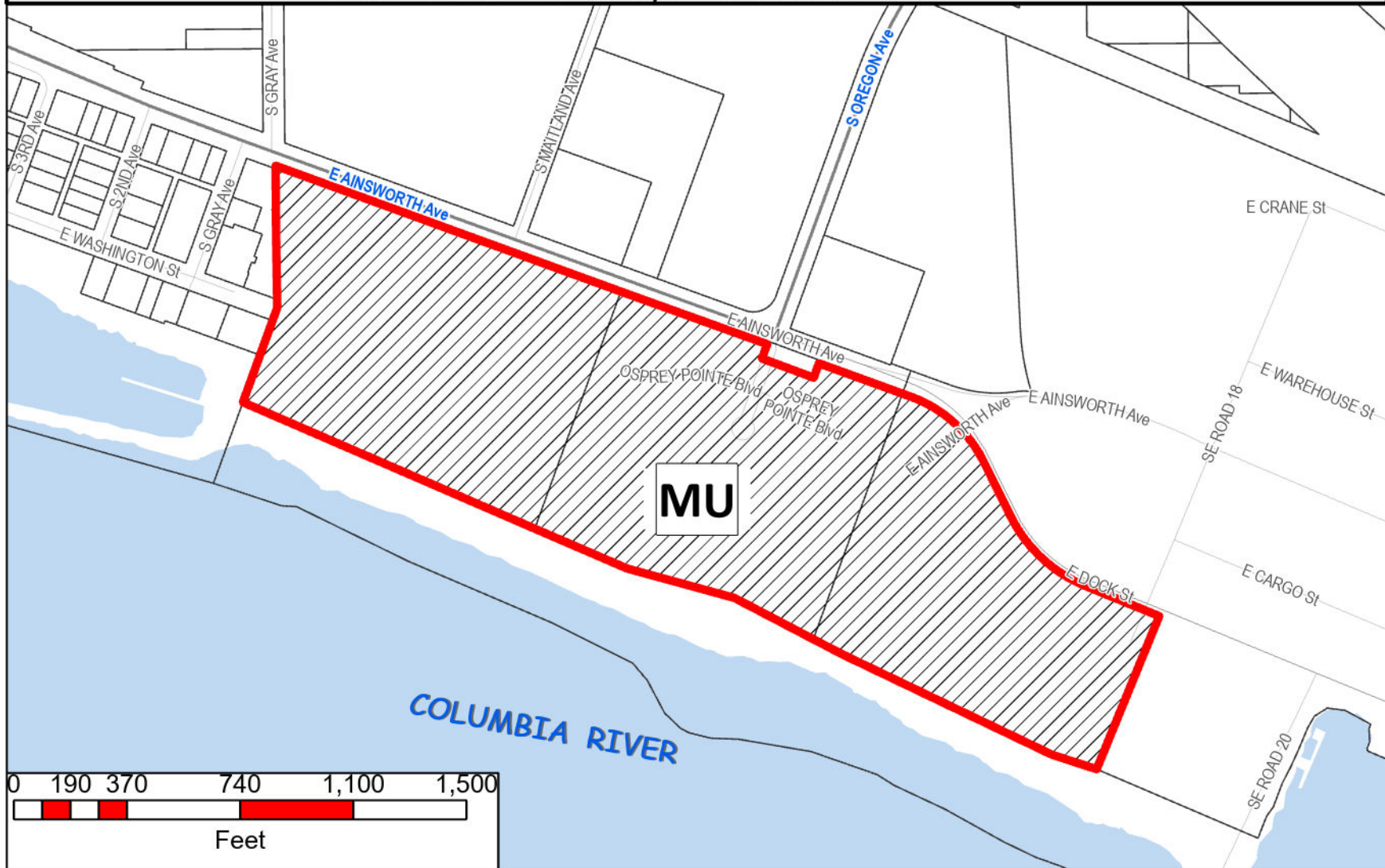
Z 2024-004
Osprey Pointe Rezone
Page 6 of 6

"Exhibit B"

Item: Rezone - Osprey Pointe I-3 to MU

Applicant: JMS Development LLC

File #: Z 2024-004 / SEPA 2024-035



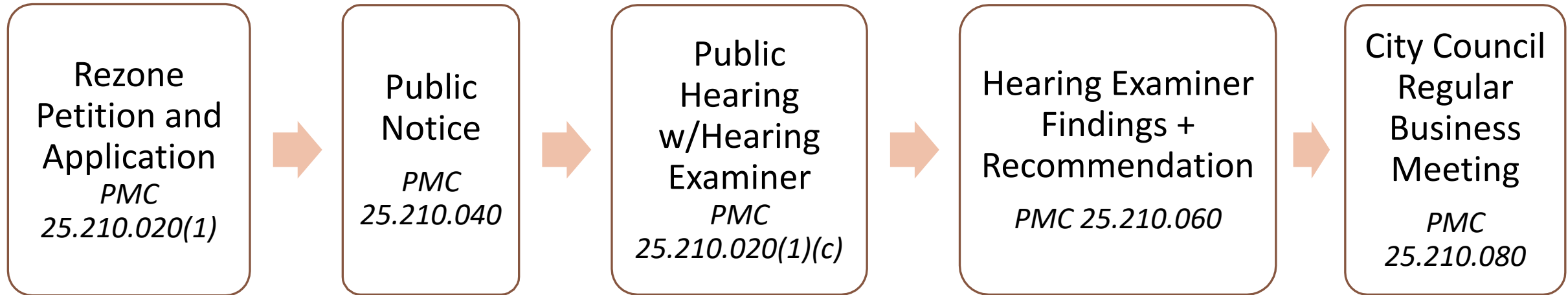
Z2024-004 (I-3 to MU)

Requirements for Zoning Petition (PMC 25.210.030)

- The date the existing zone became effective;
- The changed conditions which are alleged to warrant other or additional zoning;
- Facts to justify the change on the basis of advancing the public health, safety and general welfare;
- The effect it will have on the value and character of the adjacent property and the Comprehensive Plan;
- The effect on the property owner or owners if the request is not granted;
- The Comprehensive Plan land use designation for the property; and
- Such other information as the Hearing Examiner requires.

Z2024-004 (I-3 to MU)

Process (Chapter 25.210 PMC)



Z2024-004 (I-3 to MU)

Public Hearing:

- July 24, 2024

Hearing Examiner Determination:

- Recommendation of Approval

Site Information:

- Parcel No.s: 112-420-025, 112-420-026, and 112-420-027
- Size: 54.1 Acres
- Land Use: Mixed Residential Commercial
- Current Zoning: I-3 (Heavy Industrial)
- Proposed Zoning: MU (Mixed Use)

Rezone Criteria:

- PMC 25.210.030





**REPORT TO HEARING EXAMINER
PUBLIC HEARING
City Hall – 525 North Third Avenue – Council Chambers
WEDNESDAY, 24 July 2024
6:00 PM**

MASTER FILE #: Z 2024-004

APPLICANT: JMS Development LLC
904 E Ainsworth Avenue
Pasco, WA 99301

REQUEST: **REZONE:** 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) rezone from I-3 (Heavy Industrial) to (MU Mixed Use).

Timeline:

31 May 2024	Application Submitted
6 June 2024	Determination of Incompleteness
20 June 2024	Application Deemed Complete
7 July 2024	SEPA Threshold Determination of Non-Significance Issued
7 July 2024	Application Noticed for Public Hearing
17 July 2024	Public Hearing Staff Report Published

BACKGROUND

1. **PROPERTY DESCRIPTION:**

Abbreviated Legal: BINDING SITE PLAN 2015-05 PARCEL C

General Location: 904 E Ainsworth Avenue

Approximate Property Size: 19.74 acres

Abbreviated Legal: BINDING SITE PLAN 2015-05 PARCEL D

General Location: 1110 Osprey Pointe Boulevard

Approximate Property Size: 18.53 acres

Abbreviated Legal: BINDING SITE PLAN 2015-05 PARCEL E

General Location: 1740 E Dock Street

Approximate Property Size: 15.83 acres

2. **ACCESS:** 904 E Ainsworth Avenue (Parcel # 112-420-025) has access to E Ainsworth Avenue, 1110 Osprey Pointe Boulevard (Parcel # 112-420-026) has access to Osprey Pointe Boulevard and E Ainsworth Avenue, and 1740 E Dock Street (Parcel # 112-420-027) has access to E Dock Street, E Ainsworth Avenue, and SE Road 18.
3. **UTILITIES:** Municipal water and sewer are available on Osprey Pointe Boulevard and E Ainsworth Avenue.
4. **LAND USE AND ZONING:** The properties are zoned I-3 Heavy Industrial. 904 E Ainsworth Avenue (Parcel # 112-420-025) contains an approximately 4,000 square foot office building, 1110 Osprey Pointe Boulevard (Parcel # 112-420-026) is developed with an office building, and 1740 E Dock Street is classified as undeveloped by the Franklin County Tax assessor but contains an approximately 4,300 square foot utility/commercial building that appears to be disused. Surrounding properties are zoned, and developed as follows:
 - North: I-1 Light Industrial/ I-3 Heavy Industrial, Wastewater treatment plant, commercial and government offices, and industrial buildings
 - East: I-3 Heavy Industrial, Industrial outdoor storage and stockpiling
 - South: I-3, Walking trail along Columbia River
 - West: I-1 Light Industrial/R-2 Medium Density Residential, Commercial Buildings and Single Family Dwellings
5. **Comprehensive Plan:** The City of Pasco Comprehensive Plan designates this site as “Mixed Residential and Commercial.” The Mixed Residential and Commercial designation accommodates a diverse range of housing, nonresidential uses, commercial uses, neighborhood retail and office uses, parks and recreation areas, and civic uses at a density of 5 to 29 dwelling units per acre, and may be assigned R-1, R-2, R-3, R-4, C-1, O and Waterfront zoning district designations. Per Pasco Municipal Code (PMC) 25.215.015, maximum gross density of any proposed development within any zoning district, expressed as dwelling units per acre, shall be no less than the corresponding minimum density expressed in the Comprehensive Plan land use density table, and no greater than the corresponding maximum density expressed in the Comprehensive Plan land use density table, except as provided in Chapter 25.161 PMC.
6. **ENVIRONMENTAL DETERMINATION:** The City of Pasco is the State Environmental Policy Act (“SEPA”) lead agency for this project (SEPA2024-035). Based on the SEPA environmental checklist, Comprehensive Plan, applicable regulations, and other information, a threshold determination resulting in a Determination of Non-Significance (DNS) for this project was issued on July 7, 2024 under WAC 197-11-158.

ANALYSIS

Request

Applicant JMS Development LLC wishes to rezone 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) in Pasco, WA 99301 from I-3 (Heavy Industrial) to MU (Mixed Use). The combined acreage of the site comprises approximately 54.09. The underlying Comprehensive Plan Future Land Use is “Mixed Residential and Commercial.”

The proposed rezone does not include a project action. It is anticipated that should the rezone be approved a subsequent subdivision project may be submitted for review. This review would include

requirements for the impacts it has on the level of service for parks, transportation, etc. Any subsequent subdivision proposals would additionally be required to adhere to Pasco Municipal Code, including provisions such as connectivity and residential design standards.

History

The site was annexed into the City in 1994 and assigned zoning via Ordinance 3033. Ordinance 3033 adopted the zoning designations of Resolution 2122, designating the site's zone as I-3.

Rezone Criteria

The initial review criteria for considering a rezone application are explained in PMC. 25.210.030. The criteria are listed below as follows:

1. The date the existing zone became effective:

The site was assigned the I-3 zoning designation in 1994 via Ordinance 3033 and Resolution 2122.

2. The changed conditions, which are alleged to warrant other or additional zoning:

Passage of Ordinance 4668 (May 2023) modifying the City's zoning code and providing for a Mixed-Use zoning district is the primary changed condition warranting the rezone. The proposed rezone would allow the site to be developed as intended per the Comprehensive Plan land use map.

3. Facts to justify the change on the basis of advancing the public health, safety and general welfare:

The Mixed Residential and Commercial designation allows for R-1, R-2, R-3, R-4, C-1, O and Waterfront (read Mixed-Use) zoning; which would allow for residential development, which has high market demand as a housing shortage exists.

The rezone application and proposal are consistent with the Council-approved amendments to the Pasco Comprehensive Plan, which has been determined to be in the best interest of advancing public health, safety and general welfare of the community.

4. The effect it will have on the value and character of the adjacent property and the Comprehensive Plan:

Surrounding properties are developed with single family, commercial and industrial uses. Two of the parcels are currently developed with commercial/government offices which is in conformance with the Mixed-Use zoning district and in character with the surrounding properties.

The proposed rezone would allow for a combination of mixed-use residential and commercial in the same development: Single-family dwellings, patio homes, townhouses, apartments and condominiums at a density of 5 to 29 dwelling units per acre; and neighborhood shopping and specialty centers, business parks, service and office uses.

5. The effect on the property owner or owners if the request is not granted:

If this rezone request is not granted, the applicant would not purchase the property from the Port of Pasco or potentially re-develop the property.

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

The City of Pasco Comprehensive Plan designates this site as "Mixed Residential and Commercial". The Mixed Residential and Commercial designation accommodates a diverse range of housing, nonresidential

uses, commercial uses, neighborhood retail and office uses, parks and recreation areas, and civic uses at a density of 5 to 29 dwelling units per acre, and may be assigned R-1, R-2, R-3, R-4, C-1, O and Waterfront zoning.

Per PMC 25.215.015 maximum gross density of any proposed development within any zoning district, expressed as dwelling units per acre, shall be no less than the corresponding minimum density expressed in the Comprehensive Plan land use density table, and no greater than the corresponding maximum density expressed in the Comprehensive Plan land use density table, except as provided in Chapter 25.161 PMC.

7. Such other information as the Hearing Examiner requires:

The rezone application is consistent with and meets the intent of the Comprehensive Plan, and City Council Goals.

STAFF FINDINGS OF FACT

Findings of fact must be entered from the record. The following are initial findings drawn from the background and analysis section of the staff report. The Hearing Examiner may add additional findings to this listing as the result of factual testimony and evidence submitted during the open record hearing.

1. Public notice of this application and hearing was sent to property owners within 300 feet of the property and posted on the City's website on July 2, 2024, and published in the Tri-City Herald on July 7, 2024. Each property was posted with the Notice of Application and Notice of Public Hearing on July 3, 2024.
2. A rezone from I-3 (Heavy Industrial) to (MU Mixed Use) has been requested for 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027).
3. The sites comprise approximately 54.09 acres combined.
4. The site was assigned the I-3 zoning designation in 1994 via Ordinance 3033 and Resolution 2122.
5. Per PMC, the heavy industrial district is established to provide areas in the City where heavy industrial, manufacturing, processing, assembly, fabricating and ancillary activities can occur while being protected from encroachment of commercial and residential uses. This district is intended to permit high-intensity land uses that would be termed obnoxious due to noise, glare and other emissions resulting from the manufacturing process. The I-3 zoning district is intended to apply only to those Port of Pasco-owned lands to which the I-3 zone was applied upon the formation of I-3 zoning district.
6. Per PMC, the purpose of the Mixed-Use (MU) zoning district is to allow for a compatible and integrated mix of commercial (and office, education and government uses) with residential uses. The Mixed Use zoning district is intended to provide a high level of diversity in housing types including townhouses and flats in mid-rise buildings ranging from two to six stories to move toward the City's land use and housing goals and policies relating to density and a broad range of housing types, as required under the Growth Management Act, Chapter 36.70A RCW. In addition, ground floor neighborhood-scale commercial and/or office uses are encouraged to create a cohesive bike and pedestrian-oriented community.
7. The City's 2018-2038 Comprehensive Plan Land Use Map designates the site as "Mixed Residential and Commercial". Mixed Residential/Commercial allows a combination of mixed-use residential and commercial in the same development: single-family dwellings, patio homes, townhouses, apartments and condominiums at a density of 5 to 29 dwelling units per acre, and neighborhood shopping and specialty centers, business parks, service and office uses.
8. The underlying Comprehensive Plan Land Use designation specifies 5 to 29 dwelling units per acre.

9. At the time of 2018-2038 Comprehensive Plan adoption in 2021, the City did not have a zoning district to facilitate the intent of that Mixed-Use Residential Commercial land use designation. In May 2023 City Council approved Ordinance 4668, amending PMC Section 25.20.010 "Establishment of Zoning Districts" and Chapter 25.127 "WD Waterfront Development," replacing the "WD Waterfront Development" with "MU Mixed-Use," allowing for Mixed-Use developments citywide, consistent with the Comprehensive Plan.
10. Subsequent developments will be required to submit State Environmental Policy Act (SEPA) Environmental Checklist that consider the elements of the environment, under WAC 197-11-444, which include a great number of items but can briefly be described as the natural and built environment. Any proposals that would cause a significant impact to the environment would be mitigated through the SEPA process.
11. All three parcels requesting rezone are developed.

TENTATIVE CONCLUSIONS BASED ON INITIAL STAFF FINDINGS OF FACT

Before recommending approval or denial of a rezone, the Hearing Examiner must develop findings of fact from which to draw its conclusions based upon the criteria listed in PMC 25.210.060. The criteria are as follows:

1. The proposal is in accordance with the goals and policies of the Comprehensive Plan.

The Land Use Element of the Comprehensive Plan designates the site "Mixed Residential Commercial." A change in zoning would be consistent with the comprehensive plan Land Use Map designation for the site as I-3 is not a zoning district that is in conformance with the underlying future land use designation. The rezone could further the goals and policies of the Comprehensive Plan such as:

- **Housing Policy H-1-A: Allow for a full range of housing including single family homes, townhouses, condominiums, apartments, and manufactured housing, accessory dwelling units, zero lot line, planned unit developments etc.** *The current zoning prohibits single and multi-family dwellings. A rezone to MU would allow for a variety of housing types.*
- **Housing Policy H-1-B: Higher intensity housing should be located near arterials and neighborhood or community shopping facilities and employment areas.** *The proposed rezone could make it easier to develop the land to the required density of the Comprehensive Plan and the property is adjacent to the Port of Pasco, a major employer, and less than a mile from Route 397 a major transportation route that provides access across the Columbia River to Kennewick.*

2. The effect of the proposal on the immediate vicinity will not be materially detrimental.

This application for rezone is consistent with the Comprehensive Plan Land Use Element and meets the intent of the Goals and Policies for the property. A development action affecting the site would be subject to the State Environmental Policy Act (SEPA) and impacts to the natural and built environment, including neighboring properties, would be considered and mitigated through the SEPA process.

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

The proposed zoning designation is consistent with the Comprehensive Plan Land Use Map and the Goals and Policies as adopted by the Pasco City Council. The proposal includes infill development and promotes the goals of the Mixed Residential and Commercial Land Use Map Designation. This rezone would allow for residential development on the site, which is currently prohibited. The City of Pasco and the state of Washington are currently experiencing a housing shortage.

4. Conditions should be imposed in order to mitigate any significant adverse impacts from the

proposal.

The rezone application and anticipated project are subject to the regulations and requirements of the Pasco Municipal Code and the City of Pasco Design and Construction Standards. As such, no conditions should be imposed; any future development will be evaluated for significant adverse impacts at the time of a development application, which will also be subject to review under the State Environmental Policy Act (SEPA).

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

No Concomitant Agreement is considered necessary for this application.

RECOMMENDATION

Staff recommends based on the Findings of Fact and Conclusions herein, that 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) in Pasco, WA 99301 be rezoned from I-3 (Heavy Industrial) to MU (Mixed Use).

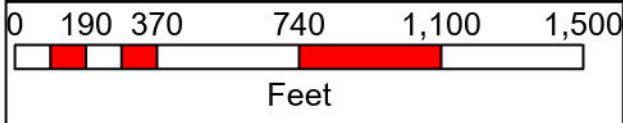
Overview Map

Item: Rezone - Osprey Pointe I-3 to MU
Applicant: JMS Development LLC
File #: Z 2024-004 / SEPA 2024-035



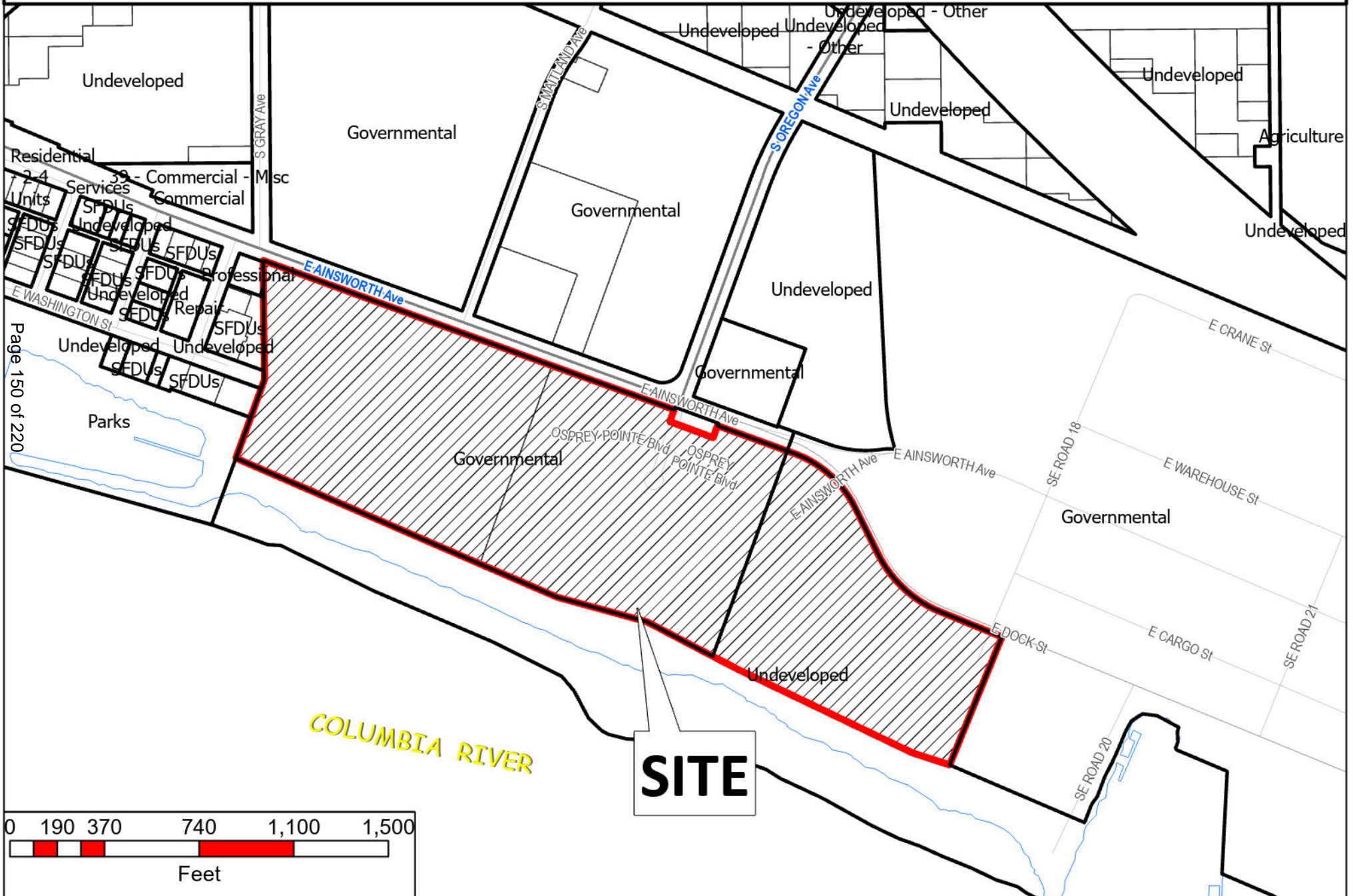
Vicinity Map

Item: Rezone - Osprey Pointe I-3 to MU
Applicant: JMS Development LLC
File #: Z 2024-004 / SEPA 2024-035



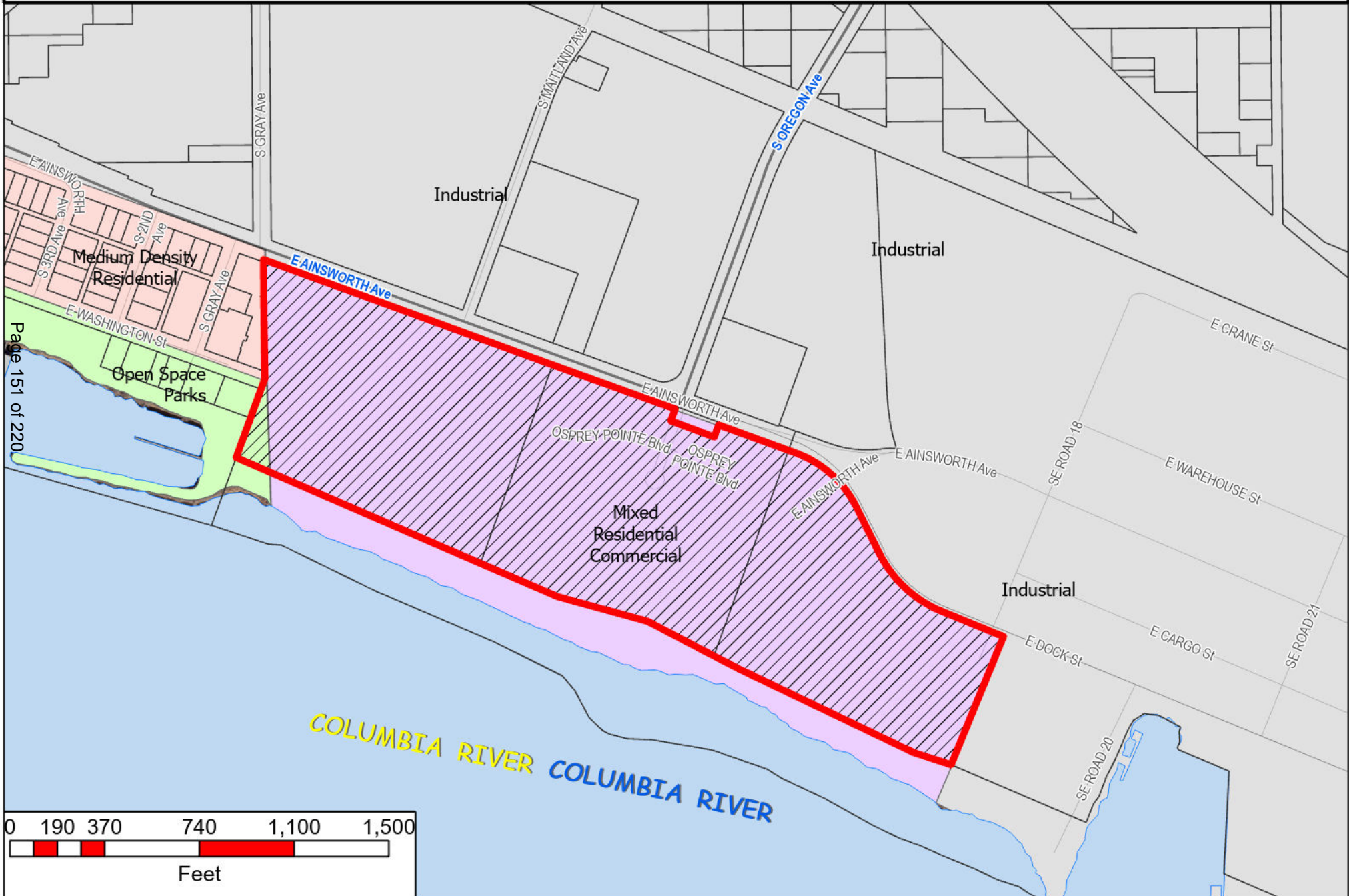
Land Use Map

Item: Rezone - Osprey Pointe I-3 to MU
Applicant: JMS Development LLC
File #: Z 2024-004 / SEPA 2024-035



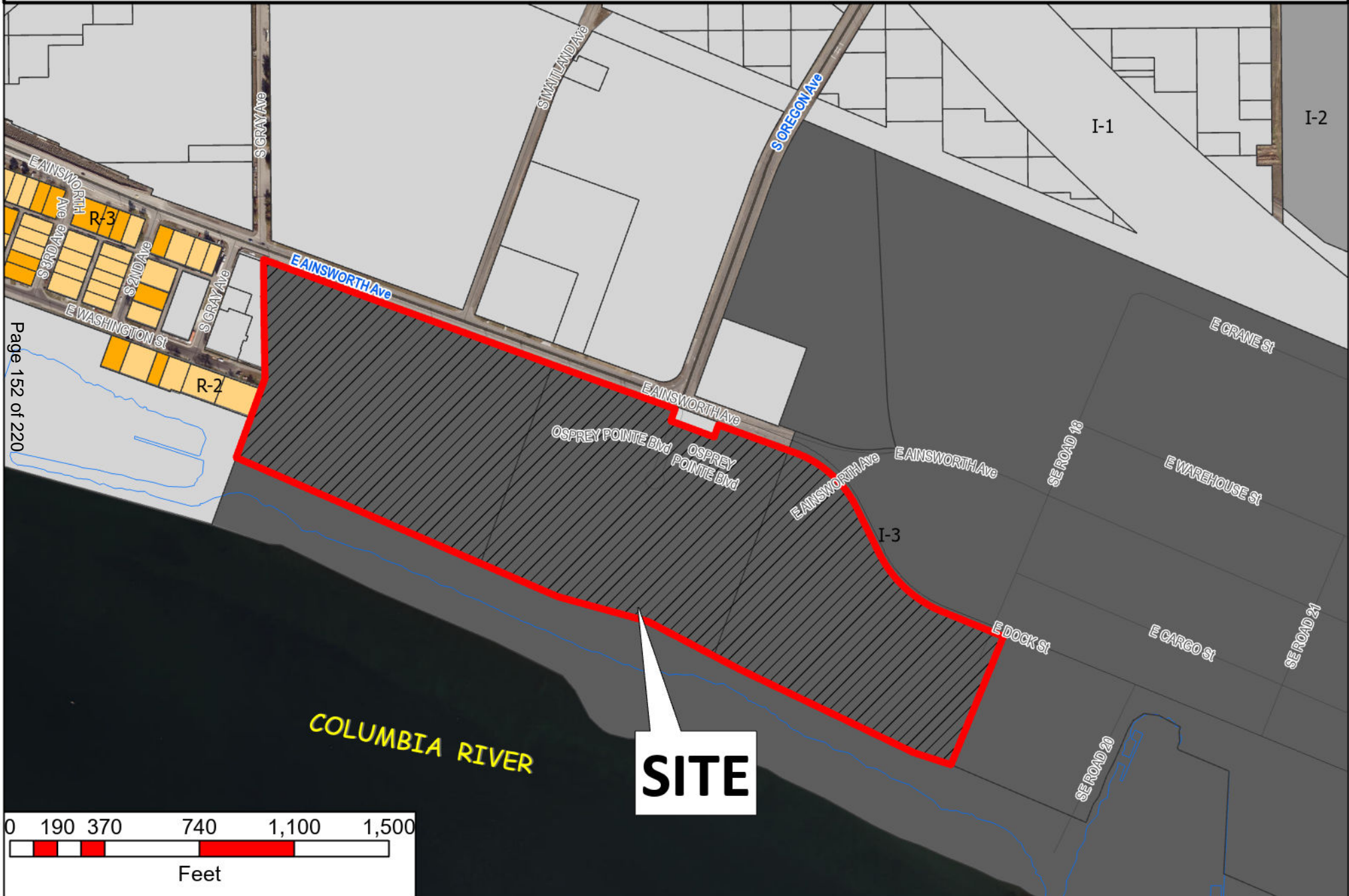
Comp Plan Map

Item: Rezone - Osprey Pointe I-3 to MU
Applicant: JMS Development LLC
File #: Z 2024-004 / SEPA 2024-035



Zoning Map

Item: Rezone - Osprey Pointe I-3 to MU
Applicant: JMS Development LLC
File #: Z 2024-004 / SEPA 2024-035



West Parcel Looking North



West Parcel Looking East



West Parcel Looking South



West Parcel Looking West



East Parcel Looking North



East Parcel Looking East



East Parcel Looking South



East Parcel Looking West





Community & Economic Development Department
PO Box 293, 525 N 3rd Ave, Pasco, WA 99301
P: 509.545.3441 / F: 509.545.3499

Fee: \$825

CITY OF PASCO PETITION FOR ZONE CHANGE

Master File # _____

Date Submitted: 5-31-2024

Applicant Info	Owner Info (if different than applicant)
Name: JMS Development, LLC	Name: Port of Pasco
Address: 904 E Ainsworth Ave, Pasco, WA 99301	Address: P.O. Box 769 Pasco, WA 99301
Phone: 509-300-1150	Phone: 509-547-3378
Email: jms@jms homes.net	Email: rhayden@portofpasco.org

Project Address: 904 E Ainsworth Ave, Pasco, WA 99301

Project Parcel Number: 112420025, 112420026 and 112420027

Current Zoning: I-3 Heavy Industrial

Requested Zoning: MU Mixed-Use District

Describe the nature and effect of the proposed change: The proposed zone change affects Parcels C, D and E of Binding Site Plan 2015-05, recorded under AFN 1836314. The 3 tax parcels at Osprey Pointe total 54 acres of land, owned by the Port of Pasco, suitable to support Mixed-Use development surrounding the Port's existing administration and office facility.

Estimated time frame of development: Phase 1 Mixed-use development is planned to begin in 2024 with anticipated completion in 2026. Future phases will be driven by the market demand.

Updated July 2019

What conditions warrant the proposed rezone? The property has been master-planned for mixed-use waterfront development. This is consistent with the City's adopted Future Land Use Map and the land use classification at Osprey Pointe. Ordinance No. 4514 was adopted in 2021 (amended 2022 by MF# CA2022-003), to allow mixed-use development at the Osprey Pointe waterfront property.

How will the proposed rezone advance the health, safety, and general welfare of the community? The proposed rezone will provide numerous opportunities typical of a riverfront community, including residential housing, mixed-use facilities with commercial retail and residential uses, open spaces, walking paths and recreational activities.

What effect will the proposed change have on the value and character of adjacent property? The zoning change and subsequent mixed-use development will significantly increase the value and improve the character of adjacent property.

How does the proposed rezone relate to the City's Comprehensive Plan? The rezone complies with the Comprehensive Plan and Future Land use classification.

What effect will be realized by the owner(s) if the proposed rezone is not granted? The property will have limited options for development and compatible use within the I-3 Heavy Industrial Zoning District.

NOTE: Provide a variance report giving a list and mailing address of owners of all property within 300 feet of the applicant's property, as shown by a local title company OR payment of **\$50.00** which shall be utilized by the City to obtain a current list of property owners of all properties within 300 feet of the applicant's property.

Fee: \$825

Fee for Rezone	-	\$700.00
Environmental Checklist	-	\$ 75.00
Radius Notification	-	<u>\$ 50.00</u>
		\$825.00

☐ SEPA Checklist ☐ Site map ☐ Fee of \$825


Signature of Applicant

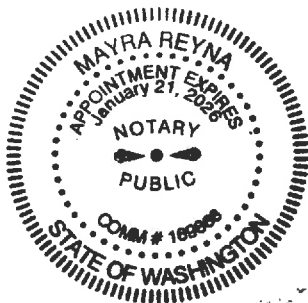

*Notarized Signature of Property Owner

State of Washington)
County of Franklin)

ss.

On this 28th day of May, 2024, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy Hayden being duly sworn on his/her oath that he/she has prepared and read the foregoing statements and has acknowledged to me that the recitations contained therein are true, and has signed this instrument as his/her free and voluntary act and deed for the purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 28th day of May, 2024.



Tracy Reyna
Notary Public in and for the State of Washington
Residing at Lasco, WA
My Commission expires January 21, 2026



Community & Economic Development Department
PO Box 293, 525 N 3rd Ave, Pasco, WA 99301
P: 509.545.3441 / F: 509.545.3499

CITY OF PASCO DETERMINATION OF COMPLETENESS

MASTER FILE #: **Z 2024-004**

APPLICANT: JMS Development LLC
904 E Ainsworth Ave
Pasco, WA 99301

PROPOSAL: **Osprey Point Rezone**

It has been determined that your application for a rezone is complete for processing by the City of Pasco. These materials will be dispersed to City departments and affected agencies for review and comment.

Questions can be addressed to the Pasco Community & Economic Development Department at (509) 545-4140 or to ballardj@pasco-wa.gov referencing the file # above.

Date Issued: 6/20/2024

Jennifer B. Ballard, CFM, AICP
Senior Planner
Community and Economic Development
509.544.4140
ballardj@pasco-wa.gov

Affidavit of Mailing

In regards to MF# Z2024-004

I, Carmen Patrick, hereby confirm that notification was sent by mail July 2, 2024 to the owners of the parcels within 300 feet of the proposed site.

The attached Notification List and Notice of Public Hearing are to be used as a reference as to what was sent and to whom received the notification.

Given under my hand and official signature this 2nd day, July of 2024.


Representative's Signature



City of
Pasco

Community Development Department
PO Box 293, 525 N 3rd Ave, Pasco, WA 99301
P: 509.545.3441 / F: 509.545.3499

CITY OF PASCO NOTICE OF APPLICATION AND NOTICE OF PUBLIC HEARING

Si necesita ayuda para entender este aviso o necesita más información, por favor llame al Departamento de Desarrollo Comunitario y Económico de la Ciudad de Pasco a 509-545-3441.

Open Record Hearing Time and Place: The Hearing Examiner will conduct the open record hearing at 6:00 p.m. on **July 24, 2024** in the **Council Chambers in Pasco City Hall at 525 N 3rd Avenue in Pasco, Washington**. The Hearing Examiner will consider public testimony concerning the above application at this meeting.

Proposal: JMS Development LLC submitted a Rezone Application (Z2024-004) to rezone Binding Site Plan 2015-05 (Auditor's File Number 1836314) Parcels C, D & E from I-3 Heavy Industrial to MU Mixed Use. The rezone affects property located at 904 E Ainsworth Avenue (Parcel # 112-420-025), 1110 Osprey Pointe Boulevard (Parcel # 112-420-026), and 1740 E Dock Street (Parcel # 112-420-027) in Pasco, WA 99301. The proposal is subject to regulations contained in the Pasco Municipal Code.



Public Comment Period: Written comments must be submitted to the Community Development Department by 5:00 p.m. on **July 24, 2024** to be included in the Hearing Examiner packet. Testimony of written material may also be submitted at the public hearing. If you have questions on the proposal, contact the Planning Division at (509) 544-4140 or via e-mail to: ballardj@pasco-wa.gov.

If you wish to participate in the hearing virtually, please register at least 2 hours prior to the meeting at the following registration link: www.pasco-wa.gov/publiccomment

After registering, you will receive a confirmation email containing information about joining the webinar.

PORT OF PASCO	PO BOX 769	PASCO	WA	99301
CITY OF PASCO	PO BOX 293	PASCO	WA	99301
INC RAY POLAND & SONS	PO BOX 6772	KENNEWICK	WA	99336
DANIEL & GUILLERMINA MAGALLON	420 E AINSWORTH ST	PASCO	WA	99301
RAYMOND A & LIDIA CHAVEZ ZAZUE	PO BOX 2914	ORANGE	CA	92859
BOUNMEK & KHANTHALY XAYACHACK	408 E AINSWORTH ST	PASCO	WA	99301
IDEAL ENERGY LLC	4350 KIMBERLY ST	RICHLAND	WA	99352
USA	GOVERNMENT LAND			98104
NEVA J CORKRUM	4307 SANTA ANNA LOOP	PASCO	WA	99301
ROBERT G & RUTH GREEN	1303 S GREY AVE	PASCO	WA	99301
LUIS M LICEA	512 E WASHINGTON ST	PASCO	WA	99301
PORT OF PASCO	1110 OSPREY POINTE BLVE	PASCO	WA	99301
USA-CORPS OF ENGINEERS	201 N 3RD AVE	WALLA WALLA	WA	99362



City of
Pasco

Community Development Department
PO Box 293, 525 N 3rd Ave, Pasco, WA 99301
P: 509.545.3441 / F: 509.545.3499

I, Jennifer Ballard, hereby confirm that notification of Public Hearing and Application was posted on each of the following sites:

- 904 E Ainsworth Avenue (Parcel # 112-420-025)
- 1110 Osprey Pointe Boulevard (Parcel # 112-420-026)
- 1740 E Dock Street (Parcel # 112-420-027)

on July 3, 2024. Locations of posting indicated on aerial photo below.

Signature

J. Ballard

Date

7/17/2024



AGENDA REPORT

FOR: City Council September 11, 2024

TO: Adam Lincoln City Council Regular Meeting: 9/16/24

FROM: Maria Serra, Public Works Director
Public Works

SUBJECT: *Resolution No. 4497 - Acceptance of Work for Fire Station No. 85 (5 minutes)

I. REFERENCE(S):

Resolution
Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4497, accepting the work performed by G2 Commercial Construction, Inc., of Kennewick, Washington, under contract for the City of Pasco's Fire Station No. 85 project.

III. FISCAL IMPACT:

Total Construction Contract payments disbursed: \$6,874,042.58

IV. HISTORY AND FACTS BRIEF:

The Fire Station No. 85 Bid No. 21199-B project was awarded by Council action to G2 Commercial Construction, Inc., of Kennewick, Washington on November 21, 2022, in the amount of \$7,519,322.50 via Resolution No. 4274. This amount incorrectly included Washington State Sales Tax at an 8.7% tax rate. The mistake was rectified, and the construction contract was executed in the amount of \$6,917,500.00. The project is now complete and was constructed per project plans and specifications. Final construction costs paid were \$6,874,042.58.

Approved Change Orders for the project totaled: -\$43,457.42 (Deduct) and included:

- Change Order 1: \$8,503.89 - Added partial height column to accommodate door opening in Kitchen. Column base plate revisions to

accommodate adjacent conditions. Revised irrigation booster pump to coordinate with electrical drawings. Sidewalk dimension revised on civil drawings to match architectural drawings. Reader board and foundation cost exceeded lump-sum allowance that was included in the contract.

- Change Order 2: -\$36,527.63 (Deduct) - IT Rack cabinet type was revised to better suit building requirements. Removed fiber from Interior Slabs to avoid visibility issues. EV Chargers were removed from scope of project, will be purchased and installed separately. Concrete floor polish mock-up was removed from project scope, FS 83 & 84 example was used instead. DCDA vault moved to avoid location of gas line installed during the utility project.
- Change Order 3: \$9,803.98 - Suspended ceiling system in kitchen in lieu of 2x10 framing. Restocking fee for previously purchased EV chargers. Brick ledger required but not indicated on drawings for south elevation of brick. Added electrical requirements from box walk (data wire mold).
- Change Order 4: -\$25,237.66 (Deduct) - Revised pedestal to accommodate emergency phone box size. Schedule extension for substantial completion due to material supply delays. Enlarged generator pad to accommodate larger generator. Unused allowance credit for signage, concrete slab moisture mitigation. Credit for not adding wall texture to apparatus bay walls. Custom height fire hydrants were needed but then a different solution was found so a restocking fee was incurred. Mechanical room thresholds were added. Cover rings at exterior light poles were added to cover the gap between the post and base. Credit for not painting the electrical room ceiling. Wire trays were replaced with J hooks for electrical wires.

Formal acceptance of public works projects is required by State law and starts the 45-day period within which an outside vendor, supplier or laborer would have an opportunity to file a claim against this project pursuant to RCW 60.28.011 (2). Upon completion of the 45-day lien filing period, retainage being held by the City may be released upon receipts of the following:

1. An affidavit of no liens.
2. A release from the Department of Revenue that all taxes have been paid.
3. A release from any claims from the Department of Labor and Industries, pursuant to RCW 60.28.051.

V. DISCUSSION:

Staff recommends City Council's acceptance of the project as constructed by the above listed contractor.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, ACCEPTING WORK PERFORMED BY G2 COMMERCIAL CONSTRUCTION, INC., OF KENNEWICK, WASHINGTON, UNDER CONTRACT FOR THE FIRE STATION NO. 85 PROJECT (BID NO. 21199-B).

WHEREAS, the Pasco Fire Station No. 85 Project, Bid No. 21199-B, was awarded by a City Council action to G2 Commercial Construction, Inc., of Kennewick, Washington on November 21, 2022, in the amount of \$7,519,322.50 via Resolution No. 4274. This amount incorrectly included Washington State Sales Tax at an 8.7% tax rate. The mistake was rectified, and the construction contract was executed in the amount of \$6,917,500.00. The project is now complete and was constructed per project plans and specifications. Final construction costs paid were \$6,874,042.58; and

WHEREAS, the work performed by G2 Commercial Construction, Inc., of Kennewick, Washington, under contract for the Fire Station No. 85 Project, Bid No. 21199-B, has been examined by City of Pasco (City) staff and been found to be in apparent compliance with the applicable project specifications and drawings; and

WHEREAS, it is the City staff's recommendation that the City of Pasco formally accept the contractor's work and the project as complete.

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

That the City Council concurs with City staff's recommendation and thereby accepts the work performed by G2 Commercial Construction, Inc., of Kennewick, Washington, under contract for the Fire Station No. 85 Project, Bid No. 21199-B, as being completed in apparent compliance with the project specifications and drawings.

Be It Further Resolved, that the City Clerk is hereby directed to notify the Washington State Department of Revenue of this acceptance.

Be It Further Resolved, that the final payment of retainage being withheld, pursuant to RCW 60.28.011, regulations and administrative process, shall be released upon apparent compliance with and satisfaction of applicable project specifications and verification thereof by the Fire Department staff and Finance Director.

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

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

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys



City of
Pasco

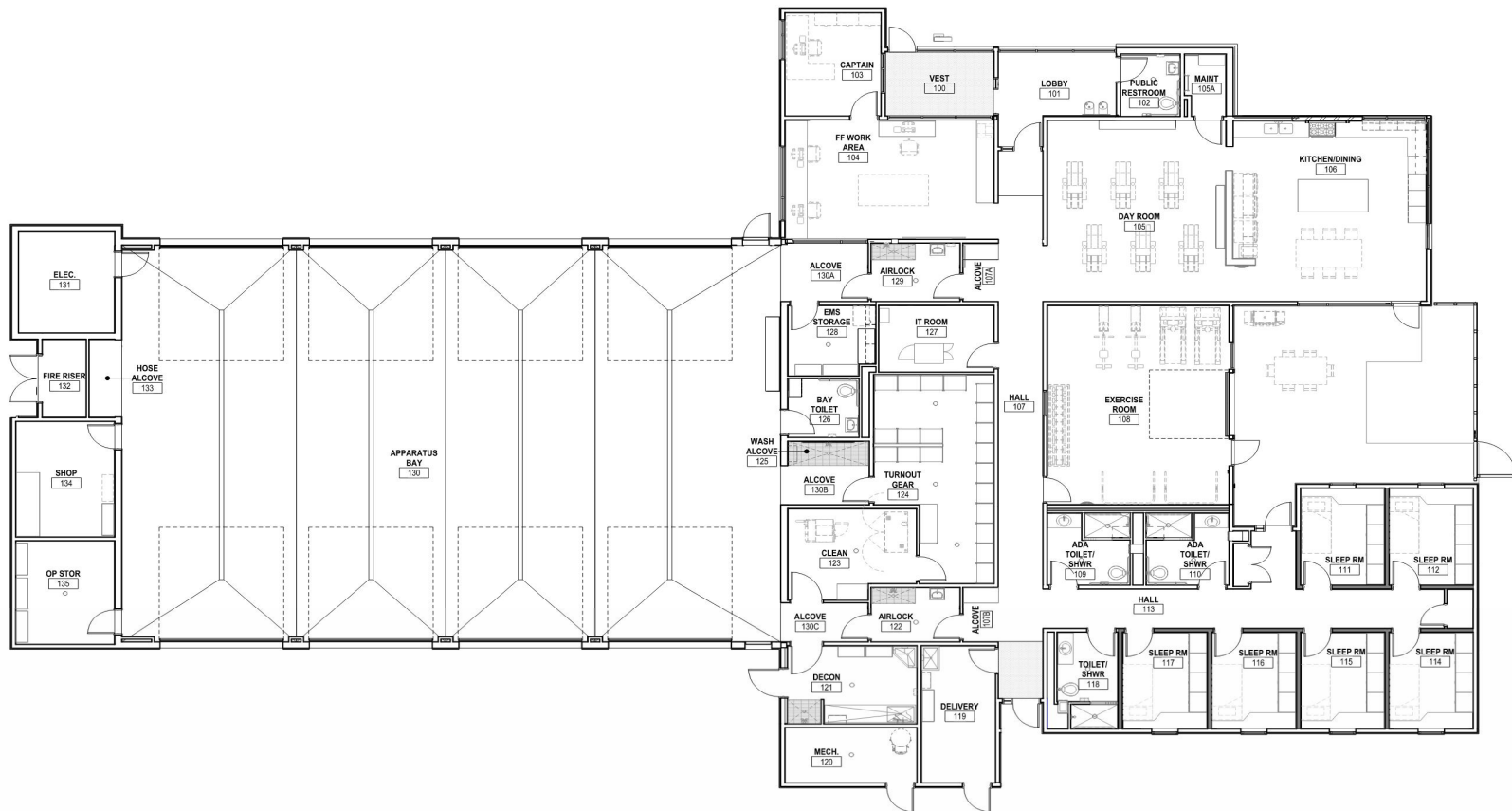
Pasco City Council Meeting September 16, 2024



Fire Station 85 – Council Acceptance

- Project Start Date: November 2023
- Operational Date: February 2024
- Architect: TCA Architecture
- Contractor: G2 Construction
- Project Manager: Strategic Construction Management

Fire Station 85 - Floorplan



Fire Station 85 – Early Progress



Fire Station 85 – In Progress



Fire Station 85 – Complete



Fire Station 85 - Costs

Construction Costs	
Bid Award	\$6,917,500.00
Change Orders	-\$43,457.42 (-0.63%)
Final Construction Cost	\$6,874,042.58

Change Order	Description	Amount
1	Irrigation booster pump, sidewalks, and other items revised.	\$8,503.89
2	Interior concrete and IT Rack cabinet revised and credited.	-\$36,527.63
3	Incorporated a suspending ceiling system in the kitchen area.	\$9,803.98
4	Drywall and painting options revised and credited.	\$-25,237.66

Questions?

Pasco City Council Meeting September 16, 2024

AGENDA REPORT

FOR: City Council August 13, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Eric Ferguson, City Attorney
City Manager

SUBJECT: Resolution No. 4498 - Adopting City Council Rules of Conduct (5 minutes)

I. REFERENCE(S):

Resolution
City Council Rules of Procedure

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4498, adopting the City Council Rules of Procedure.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

Staff and City Council discussed a draft City Council Rules of Conduct document at their mini retreat held on June 24, 2024 and again at the July 22, 2024 Council Workshop.

V. DISCUSSION:

Since the last discussion, staff has completed its legal review of the document and is presenting the attached City Council Rules of Conduct document for approval.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
ADOPTING THE COUNCIL RULES OF PROCEDURE.**

WHEREAS, the City Council of the City of Pasco has expressed a need for more formal procedures in conducting meetings, holding public hearings, as well as many other topics specifically related to the Council; and

WHEREAS, this item was discussed initially at the Council mini-retreat on June 24, 2024 where suggested edits from various councilmembers were made; and

WHEREAS, the City Council discussed those incorporated proposed edits on July 22, 2024 and requested further additions to the working draft of the council rules; and

WHEREAS, based on those discussions, staff has incorporated additional changes into the working draft of the council rules; and

WHEREAS, the Council must formally adopt the Council Rules of Procedure by resolution.

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

Section 1. That the Council Rules of Procedure, a copy of which is attached hereto, and incorporated herein by this reference as **Exhibit A**, are hereby approved by the City Council.

PASSED by the City Council of the City of Pasco, Washington, and approved as provided by law on this _____ day of September 2024.

Pete Serrano
Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorneys



CITY COUNCIL RULES OF PROCEDURE

TABLE OF CONTENTS

PAGE

INTRODUCTION.....	1
-------------------	---

A. ORGANIZATION

1. Election of Mayor and Mayor Pro Tem	3
2. The Mayor is the <u>Presiding Officer</u> Chair of the Council Meetings	3
3. <u>In the absence of the Mayor, the Mayor Pro Tem shall be the Presiding Officer</u> Chair may call member to chair	3
4. Duties of the Mayor	3
5. Duties of Mayor Pro Tem	4
6. Temporary <u>Presiding Officer</u> Chair	4
7. General duties of Councilmembers	4

B. RIGHTS AND DUTIES OF MEMBERS

1. Duty to Vote – Abstention.....	4
2. Attendance by speakerphone or video	5
3. Notification of a Council-member's absence from a Council session	5
4. Council-member terms and oath of office.....	6
5. Council contacts with staff.....	6
6. Council contacts with others.....	6
7. Filling a Council vacancy.....	7
8. Council Committees	7

C. MEETINGS

1. Regular meetings - Time of meeting	8
2. Regular meetings - Place of meetings.....	8
3. Meetings - Items considered	9
4. Quorum	9
5. Executive Sessions	9
6. Emergency meetings.....	10
7. Meeting Agendas	11
8. Use of electronic devices during Council meetings	12

D. PROCEDURE - ORDER AND DECORUM

1. Councilmember remarks.	12
2. Questioning by Councilmembers	12
3. Obligation to the City	12
4. Conduct during debates	13
5. Parliamentary procedures and motions.....	13
6. Voting.....	15

7. Comments, concerns and testimony directed to the City Council	16
--	----

E. PUBLIC HEARINGS AND APPEALS

1. Quasi-judicial hearings	16
2. Other public hearings	17

F. SUSPENSION OF RULES 17

G. AMENDMENT OF RULES 17

H. RECORDING OF RULES..... 18

I. ENFORCEMENT OF RULES OF PROCEDURE 18

Introduction

State law¹ [and Pasco Municipal Code](#) gives the City Council the City of Pasco the power and authority to organize and regulate its internal affairs. The Council has adopted these Rules of Procedure to clarify the duties and responsibilities of Council-members, indicate how meetings of the Council will be conducted and identify how Council-members may participate in meetings. These Rules also denote the types of meetings the Council may conduct, and other formalities regarding the efficient and effective conduct of the Council's business.

These Rules of Procedure are intended to serve as a summary guide to the conduct of Council business. Many of the provisions within these Rules of Procedure reference provisions of the Pasco Municipal Code, state statute, or other applicable law related to the conduct of Council business. Some of the provisions within these Rules of Procedure are based on elements of *Roberts Rules of Order Newly Revised*, and some provisions reflect the preference of the City Council concerning how its business is to be conducted.

The purpose of Rules such as these is to assist in guiding actions of members of the City Council and to foster development of working relationships beneficial to ~~the City~~ Councilmembers and the City.

The behavior and actions of individual Council-members can affect, both positively and negatively, the perception of the entire Council and public confidence in the Council and the City. Therefore, each Council-member has a vested interest in promoting the ethical and professional conduct of ~~their~~~~his/her~~ fellow Council-members.

In order to foster an environment of ethical and professional conduct by all Council-members, the Council has adopted the following process to be implemented in the event a Council-member(s) is alleged to have violated the Council Rules of Procedure, the Council Code of Ethics, the Council Principles of Conduct, adopted Administrative Policies or other applicable laws and/or regulations.

In accordance with the Pasco Municipal Code and state statute, the Council serves as the legislative branch of the City of Pasco. The City Council consists of seven elected officials, each elected to four-year terms. Individual Council-members do not have governing power as individuals ~~but~~ rather, Councilmembers have governing power only when meeting as a Council when a quorum (four or more Councilmembers) is present. The Council is the law-making, policy-making, and budget and spending approval authority of the City government.

In accordance with the Pasco Municipal Code and state statute, the City Manager is the chief executive officer of the City and the head of the executive branch of the City government. The duties and responsibilities of the City Manager are defined in state law and the Pasco Municipal Code. The City Manager is directly accountable to the City Council for the execution of the City Council's policy directives and for the administration

¹ RCW 35A.11.020, Art. XI, Sec. 11, Wash. Const.

and management of all City departments. Balanced with the City Manager's accountability to the City Council for policy implementation is the legal requirement under the [Pasco](#) Municipal Code and state statute for the Council to allow the City Manager to perform her/his legally-defined duties and responsibilities without interference by the City Council in the day-to-day management decisions of the City Manager. All City staff work under the direction of the City Manager, who is directed by the City Council. The ~~Council and its members deal~~ [Councilmembers interact](#) with City staff through the City Manager.

These Rules of Procedure will evolve as conditions dictate. They are intended to be flexible and adaptable to specific circumstances. In accordance with best practices, these Rules of Procedure should be reviewed and evaluated on a regular basis and amended as necessary.

RULES OF PROCEDURE OF THE PASCO CITY COUNCIL

A. ORGANIZATION.

1. Election of Mayor and Mayor Pro Tem.

The City Council of the City of Pasco, immediately after its election and qualification, shall elect from among the members a Mayor and Mayor Pro Tem.²

2. The Mayor is the Presiding Officer~~Chair~~ of Council Meetings.

The Mayor shall preside as the Presiding Officer ~~Chair~~ of all meetings of the Council and shall have responsibility for the general direction of the meetings as listed in the Pasco Municipal Code.³

3. In the absence of the Mayor, the Mayor Pro Tem shall be the Presiding Officer ~~The Chair may call upon other members to serve as Chair.~~

~~—~~ When both the Mayor and Mayor Pro Tem are absent, the City Clerk will call the meeting to order and the Council shall may select a temporary Presiding Officer to chair the meeting and such member shall be vested with all the powers of the Presiding Officer while so presiding and such substitution shall not extend beyond adjournment.

~~The Mayor or any other member of the Council who may be acting as Chair at a meeting of the Council may call upon any other member of the Council to temporarily serve as Chair to preside over a Council meeting, and such member shall be vested with all the powers of the Chair while so presiding. Such a substitution shall not extend beyond an adjournment.~~

4. Duties of the Mayor.

It shall be the general duty of the Mayor as Presiding Officer ~~Chair~~ of the Council:

- (a) To preside over Council meetings on the day and at the hour for which the meeting of the Council has been called, and to preserve order and decorum at all meetings of the Council, including causing the removal of any person in the audience from any meeting who disrupts the meeting after having been warned to cease the disruptive behavior.⁴

² RCW 35A.13.030 – 035.

³ PMC 2.05.015.

⁴ If deemed appropriate to maintain order at the meetings, the Mayor shall have the right to call upon the Chief of Police and any and all other officers of the Police Department for assistance.

- (b) To announce the business before the Council in the order in which it is to be acted upon.
- (c) To receive and submit in the proper manner all motions and propositions presented by the members of the Council.
- (d) To put to vote all questions which are properly moved, or which necessarily arise in the course of proceedings, and to announce the result thereof.
- (e) To inform the Council when necessary, or when referred to for that purpose, on any point of order or practice. In the course of the discharge of this duty, the Mayor shall have the right to call upon the City Attorney or any member of the Legal Department for advice.
- (f) To authenticate by the Mayor's signature when necessary, or when directed by the Council, all the ordinances and resolutions, and all the acts, orders and proceedings of the Council, and entries in the official record of the Council when the same have been appropriately approved.
- (g) To maintain order at the meetings of the Council, for which purpose the Mayor shall have the right to call upon the Chief of Police and any and all other officers of the Police Department for assistance.

5. Duties of the Mayor Pro Tem.

The Mayor Pro Tem, during the absence of the Mayor, shall have the authority and right to perform all the duties and functions of the Mayor.

6. Temporary Presiding Officer~~Chair~~.

In the event of the absence of or disability of both the Mayor and the Mayor Pro Tem, ~~the Council shall elect a member as temporary Chair to serve until the Mayor or Assistant Mayor so absent or disabled shall return or the disability shall be removed, as the case may be. In such event,~~ the temporary Chair shall have all the powers and perform the functions and duties herein assigned to the Mayor ~~and Chair of the Council~~.

7. General duties of Councilmembers.

Councilmembers shall:

- (a) Endeavor to be acquainted with these Rules of Procedure and act in accordance therewith.
- (b) Endeavor to be respectful of the other members of the City Council and City Staff, even when they have differences of opinion or different positions on matters coming before the City Council.

- (c) Participate in training offered by individuals, agencies, entities and organizations including but not limited to the Association of Washington Cities and the State of Washington. This includes initial orientation after taking office, and other required or recommended training.

B. RIGHTS AND DUTIES OF MEMBERS.

1. Duty to Vote – Abstention.

Every ~~Councilmember~~~~member of the Council~~ present at a meeting where a vote is taken on any proposal shall vote thereon unless excused (for reasons described in Subsection D. 6. (c), below). A ~~Councilmember~~~~member~~ desiring to be excused from voting may, when his/her name is called, make a brief statement giving the reasons for making such a request, and the question of excusing her/him shall then be decided by vote of the other members of the Council.

2. Remote attendance by Councilmembers~~Attendance by speakerphone or video.~~

Councilmembers may attend and participate council meetings via speakerphone or video when unable to physically attend the meeting in-person.~~From time to time, a Council member may not be able to be physically present at a Council meeting or a Council committee meeting, but will want to be involved in the discussion for the entire agenda, and/or a decision for a particular agenda item or items. The procedure and guidelines for permitting a Council member to attend a Council meeting or Council committee meeting~~remotely can be found in this section in accordance with the Pasco Municipal Code~~by speakerphone or video conferencing is in this section.~~⁵

(a) Notice~~Limitations on attendance by speakerphone or video.~~

Councilmembers should provide adequate notice to the Mayor prior to the meeting intended to attend remotely.~~Attendance via speakerphone or video should be the exception, and not used when in-person attendance at meetings can be accommodated.~~

(b) Quorum.

A Councilmember who is connected remotely to the telephone line in the meeting place or by video shall be considered to be actually present at that meeting for the period of time he or she is so connected, and that presence shall count toward a quorum of the Council or committee for all purposes, including voting.

(c) Attendance – Procedure.

⁵ PMC 2.05.070.

The Mayor or Presiding Officer shall state for the record that a councilmember is attending remotely when applicable.~~The Council Member attending via speakerphone or video must be able to hear the discussion on the agenda item taking place in the Council Chambers, and must be able to be heard by all present in Council Chambers. The Mayor or Member serving as Chair of this meeting shall endeavor to make sure that the remote member can see and hear the proceedings.~~ If one or more Councilmembers are attending remotely the Presiding Officer may allow for a roll call vote for all motions to be enacted during the meeting.

(d) Responsibilities of Councilmembers attending meetings remotely.

Councilmembers that attend a meeting remotely bear the risk of a technical malfunction which should not lead to a continuation, adjournment, or cancellation of a meeting unless it would prevent a quorum. A Councilmember attending remotely should ensure that the connection is adequate and should report any problems to designated staff as soon as possible.

(e) Executive sessions.

Remote attendance may be allowed when the Council is confident of the security in the remote communications.

3. Notification of a Council-member's absence from a Council session.

Members of the Council may be excused from attending a City Council meeting by contacting the Mayor prior to the meeting and stating the reason for her/his inability to attend. If the member is unable to contact the Mayor, the member shall contact the City Manager, who shall convey the message to the Mayor. A motion to excuse a Council-member may be made retroactively at the next meeting.

4. Councilmember terms and oath of office.

In accordance with RCW 29A.60.280, the term of incumbent Council-members ends and the term of the successor begins after the successor is elected and qualified and the term commences immediately after December 31 following the election except: 1) Where the term of office varies from the standard according to RCW 29A.60.280; and, 2) If the election results have not been certified prior to January 1 after the election, in which event the time of commencement of the new term occurs when the successor becomes "qualified" (see definition below) in accordance with RCW 29A.04.133.

Under RCW 29A.04.133, "qualified", as it pertains to a winner of an election, means that for such election: 1) The results have been certified; 2) Any required bond has been posted; and, 3) The winner has taken and subscribed an oath in compliance with the appropriate statute, or if none is specified, that he/she will faithfully and impartially discharge the duties of the office to the best of her/his ability. This oath or affirmation shall be administered and certified by any officer or notary public authorized to administer oaths, without charge therefor.

In accordance with RCW 29A.60.280, the oath of office must be taken as the last step of qualification as defined in RCW 29A.04.133 but may be taken either: 1) Up to ten days prior to the scheduled date of assuming office; or, 2) At the last regular meeting of the Council held before the winner is to assume office.

5 Council contacts with staff.

- (a) The Council, Council-members, Council committees, and Council committee members shall not give any directives, assign any tasks, nor give any orders to City staff either publicly or privately.⁶
- (b) Neither the Council nor its members shall direct or request the appointment to nor the removal from office of any of the City Manager's subordinates. Nothing in the Pasco Municipal Code nor state law shall be construed to prohibit the Council, while in open public session, from fully and freely discussing with the City Manager anything pertaining to the appointments and removal of City officers and employees and City affairs.⁴

6. Council contacts with others.

- (a) Council-members who meet with, speak to, or otherwise appear before a community group or another governmental agency or representative must clearly state if his/her statement reflects her/his personal opinion as an individual Council-member or if it is the official stance of the Council.
- (b) When Council-members represent the City or attend meetings in an official capacity as Council-member, they must support and advocate the official City position on an issue, not a personal viewpoint.
- (c) Once the City Council has taken a position on an issue, all official City correspondence regarding the issue will reflect the Council's adopted position.
- (d) City letterhead shall not be used for correspondence of Council-members representing a dissenting point of view from an official Council position.
- (e) As a matter of prudence, any communication by an individual Council-member that does not express an official and established Council position may be shared with the full Council.
- (f) In accordance with a policy adopted by the City Council, the Council will consider and process requests for letters of support submitted by non-profit organizations regarding prospective and/or existing programs, services, plans, proposals, applications, etc. utilizing the procedure outlined in the

⁶ RCW 35A.13.120. See also RCW 35.18.110 and 35.18.150.

policy, which includes initial review and recommendation by the Council Partnerships Committee and eventual consideration and action by the full Council.

- (g) In accordance with a policy adopted by the City Council, the Council may consider requests to support or oppose ballot measures utilizing the procedure outlined in the policy, which includes initial review and recommendation by the Council Partnerships Committee regarding whether the Council should conduct or not conduct a public hearing on the ballot measure at issue and eventual consideration and action by the full Council. Should the Council vote to conduct a public hearing on the request to support or oppose a ballot measure, following such hearing the Council may vote to support the ballot measure, vote to oppose the ballot measure, or take no further action.

(h) Council contacts with the media shall be handled in the following manner: (a) The Mayor is the designated representative of the Council to present and speak on the official city position. Councilmember(s) contacted by the media should clearly communicate that their comments represent their own personal viewpoint or the official city position if the subject was passed and approved by a majority Council vote; b) Councilmembers should avoid going "off the record" when interacting with the media to preserve journalistic integrity; and c) comments with the media should be deliberate, words chosen with caution and careful consideration of being taken out of context, and appropriate language absent antagonistic remarks, sarcasm, and profanity should be used.

7. Filling a Council vacancy.

If a vacancy occurs in the office of Council-member, the Council will follow the procedures outlined in RCW 42.12.070 and the Municipal Code. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish notice of the vacancy, the procedure by which the vacancy will be filled, and how to obtain an application form.

8. Council Committees.

The Council may, by majority vote, establish committees consisting of Council-members to assist the Council in examining policies, proposals, and issues that may come before it in greater depth and detail. Each established Council committee shall consist of up to three (3) Council-members and an alternate. Each committee shall choose its own chair.

The work of Council committees is a legislative function of the Council and is directed, in part, by the adopted Council Strategic Plan.

Council committees shall examine policies, proposals, and issues assigned to them by a majority vote of the Council. Issues, proposals, and items generated independently by Council committees or individual Council members will not be examined, reviewed, or pursued by City staff without direction having been given to the City Manager to do so by a majority vote of the Council.

Council committees shall report on their activities and make recommendations for action to the full Council during Council meetings. Any action regarding Council committee recommendations shall be determined by a majority vote of the Council. No activity of a Council committee shall serve to limit information about policies, proposals, and issues assigned to it by a majority of the Council from reaching the full Council in a timely way. No Council committee shall substitute its judgement for the judgement of the full Council.

Unless expressly granted by the full City Council, Council committees do not have the power or authority to commit the City nor to take any binding action on behalf of the full Council.

C. MEETINGS.

1. Regular meetings - Time of meeting

Regular meetings of the Council shall be held on the first and third Mondays of each month, unless otherwise changed. Regular meetings shall convene at 7:00 p.m., provided that if a scheduled Regular Council meeting falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.⁷

2. Regular meetings - Place of meetings.

(a) City Hall.

Unless notice is given pursuant to Rule C.2.b. of these Rules, all regular meetings of the Council shall be held in the City Council Chambers on the first floor of City Hall, located at 525 N. 3rd Avenue, Pasco, WA 99301, and all study session meetings shall be held either in the City Council Chambers or another properly noticed location.

(b) Changed meeting place.

Any meeting of the Council may be held at a place other than that required by Rule C.2.a. hereof on proper notice of a changed meeting place.

(c) Special meetings

⁷ PMC 2.05.010.

Special meetings may be called by the Mayor/Chair or by a majority of the members of the Council pursuant to RCW 42.30.080. Types of special meetings that may be called include study sessions, Council briefings, retreats of the Council, joint meeting with another elected body, and emergency meetings (see C 6 below).

3. Meetings - Items considered.

At regular meetings of the City Council, no action shall be taken on any item(s) not appearing on the posted agenda of such meeting, provided that the City Council may, by a majority vote, add items to the meeting agenda at – during – the meeting where warranted, to address emergencies and/or matters calling for prompt action.

4. Quorum.

Four members of the Council shall constitute a quorum thereof for the transaction of business. Except as otherwise specified by law or the Municipal Code, a majority vote of the Council-members shall be required and shall be sufficient to transact any business before the Council.⁸

5. Executive Sessions.

If the City Council intends to hold an executive session, it shall be held pursuant to the Open Public Meetings Act, RCW Chapter 42.30, and particularly, RCW 42.30.110. The Council may hold an executive session during a regular or special meeting. Before convening in executive session, the Chair, shall publicly announce the purpose for adjourning into executive session; the approximate length of time for the executive session; and the likelihood of the Council taking action at the close of the executive session and return to open session.

(a) At the close of the executive session and upon the Council's return to the Council Chambers, the Presiding Officer~~Chair~~ declares that the Council is out of executive session and asks for the appropriate motion (*i.e.* an action motion or a motion to adjourn).

(b) Councilmembers shall keep confidential all written materials and verbal information provided to them during Executive or Closed Sessions and as provided in RCW 42.23.070,⁹ to ensure that the City's position is not

⁸ PMC 2.05060. Note: Per RCW 35A.12.120, certain actions require the affirmative vote of a *majority* of the *whole* Council, which would mean that if a quorum of four members were in attendance (so that the Council meeting could commence), all four members would have to vote for the proposition in order for it to pass.

⁹ RCW 42.23.070 Prohibited acts.

(1) No municipal officer may use his or her position to secure special privileges or exemptions for himself, herself, or others.

(2) No municipal officer may, directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the employing municipality, for a matter connected with or related to the officer's services as such an officer unless otherwise provided for by law.

compromised. Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered by the exempt from disclosure under exemptions set forth in the Revised Code of Washington.

- (c) Confidentiality also includes information provided to Councilmembers outside of executive sessions when the information is considered exempt from disclosure under the Code of Ethics for Municipal Officers (RCW 42.524) and/or the Public Records Act (RCW 42.565).

6. Emergency meetings.

- (a) Emergency meetings of the Council may be called by the Mayor or any two Councilmembers pursuant to RCW 42.14.075.¹⁰
- (b) Meeting time, location, and notice requirements do not apply to emergency meetings called for emergency matters as permitted by RCW 42.30.070, RCW 42.30.080,¹¹ and RCW 42.14.075. RCW 42.30.070 in the Open Public Meetings Act provides: "If, by reason of fire, flood, earthquake, or other emergency, there is a need for expedited action by a governing body to meet the emergency, the presiding officer of the governing body may provide for a meeting site other than the regular meeting site and the notice requirements of this chapter [the Open Public Meetings Act] shall be suspended during such emergency."
- (d) Emergency meetings are open to the public, unless the meeting is an exempt emergency executive session pursuant to RCW 42.30.110 entitled "Executive sessions."

7. Meeting Agendas

- (a) The meeting agendas - order of business - of regular City Council meetings shall consist of the following:

(3) No municipal officer may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.

(4) No municipal officer may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

¹⁰ RCW 42.14.075 provides: "Whenever, due to a natural disaster, an attack or an attack is imminent, it becomes imprudent, inexpedient or impossible to conduct the affairs of a political subdivision at the regular or usual place or places, the governing body of the political subdivision may meet at any place within or without the territorial limits of the political subdivision on the call of the presiding official or any two members of the governing body."

¹¹ RCW 42.30.080 provides, in part, as follows: "(4) The notices provided in this section [RCW 42.30.080] may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage."

First	Call to order
Second	Roll call
Second (a)	Pledge of Allegiance (regular business meetings only)
Third	Consent agenda (including approval of minutes and bills and communications)
Fourth	Proclamations and Acknowledgments
Fifth	Visitors/other than agenda items
Sixth	Reports from committees and/or officers
Seventh	Public hearings and Council action on ordinances relating thereto
Eighth	Ordinances not relating to public hearings and resolutions
Ninth	Unfinished business
Tenth	New business
Eleventh	Miscellaneous Council discussion
Twelfth	Adjournment. ¹²

(b) Consent agenda.

Any Councilmember may request any ordinance, resolution, rule, regulation, order, directive, bills or minutes be placed on the consent agenda for adoption or approval. All such items on the consent agenda shall be voted on at one time by one roll call vote. Any Councilmember or visitor at a Council meeting may request that any item, which has been placed on the consent agenda, be removed from the consent agenda and such item shall then be considered at the appropriate time and in the appropriate order pursuant to PMC 2.05.020.¹³

8. Use of electronic devices during Council meetings.

¹² PMC 2.05.020.

¹³ PMC 2.05.050.

- (a) Councilmembers shall not access, send, or receive any type of electronic communications concerning any matter pending before the Council during a Council meeting.¹⁴ The only exceptions to this Rule are:
 - (i) Accessing Council meeting-specific agenda and packet information;¹⁵
 - (ii) Accessing meeting notes and/or resource or research material specific to matters pending before the Council;¹³
 - (iii) Family or emergency situations that may time to time arise. With respect to this exception, a Council ~~m~~-Member shall seek to be excused from the meeting to avoid distraction of other Members from discussions, should such interaction exceed more than a few moments in length; or
 - (iv) Local, state, or federal news alerts, announcements, and matters when deemed appropriate.

D. PROCEDURE - ORDER AND DECORUM

1. Councilmember remarks.

Councilmembers who wish to speak shall address the Mayor/Presiding Officer~~Chair~~, and when recognized, shall confine themselves to the question under debate.

2. Questioning by Councilmembers.

Any member of the Council, and the Mayor, shall have the right to question any individual, including members of the staff, on matters related to the issue properly before the Council for discussion.

3. Obligation to the City.

Notwithstanding the right of Councilmembers to express their independent opinions and exercise their freedom of speech, Councilmembers should act in a way that reflects positively on the reputation of the City and of the community. Councilmembers shall also interact with other members of the City Council and City staff in respectful ways that promote effective local government.

4. Conduct during debates.

¹⁴ In addition to being a violation of these rules, inappropriate use of electronic devices during Council meetings may implicate the City *and* the errant Councilmember(s) (personally) in legal entanglements and litigation and possible penalties regarding potential violations of the Open Public Meetings Act, and/or the Public Records Act, as well as appearing inappropriate to the public if such actions are evident to persons in attendance at the meeting or watching the Council proceedings on social media.

¹⁵ If Council members do use electronic devices during a meeting for a purpose relevant to City business, such messages must be archived in accordance with direction provided by the Washington State Attorney General.

- (a) Speaking to the motion/matter being considered by the City Council, no Councilmember shall speak more than twice on the same motion except by consent of the Presiding Officer~~Chair~~ or a majority of the Councilmembers present at the time the motion is before the Council.
- (b) The Councilmember who made a motion shall be permitted to speak to it first. The Presiding Officer~~Chair~~ may also allow discussion of an issue before stating a motion when such discussion would facilitate wording of a motion.
- (c) The Presiding Officer~~Chair~~ shall recognize Councilmembers in the order in which they request the floor. If two or more members of the Council desire to be heard at the same time, the Presiding Officer~~Chair~~ shall name the member who is to speak first.
- (d) No Councilmember, or the Presiding Officer~~Chair~~, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer's~~Chair's~~ duty to preserve order and decorum at the meeting, or as warranted to address a Parliamentary Point of Order or a Point of Privilege.
- (e) Any member of the Council shall have the right to challenge any action or ruling of the Presiding Officer~~Chair~~, in which case the decision of the majority of the members of the Council present shall govern.

5. Parliamentary procedures and motions.

- (a) Unless specifically provided in these rules, all City Council meeting discussions shall be governed by *ROBERTS RULES OF ORDER, NEWLY REVISED* (latest edition).
- (b) If a motion does not receive a second, it dies. Matters that do not constitute a motion (and for which no second is needed) include nominations, withdrawal of motion by the person making the motion, request for a roll call vote, and point of order or privilege.
- (c) A motion that receives a tie vote fails. Except where prohibited by law, the Mayor/Presiding Officer~~Chair~~ shall be allowed to vote to break a tie vote.
- (d) Motions shall be stated in the affirmative. For example, "I move to approve" as opposed to "I move to reject." Councilmembers shall be clear and concise and not include arguments for the motion within the motion.
- (e) After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.

- (f) If any Councilmembers wish to abstain from a vote on a motion, such Councilmembers shall promptly advise the Chair, giving the reason(s) for the abstention or being excused from voting, and shall remove and absent themselves from the deliberations and considerations of the motion, having no further participation in the matter. Such Councilmembers should make this determination before any discussion or participation on the subject matter or as soon thereafter as the Councilmembers identifies a need to abstain. Councilmembers may confer with the City Attorney to determine whether the individual Councilmember is required to abstain.
- (g) A motion to table is non-debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table effectively removes the item without a time certain. A motion to table to a time certain will be considered a motion to postpone as identified in Section (h) below. To remove an item from the table requires a two-thirds' majority vote.
- (h) A motion to postpone to a certain time is debatable, is amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special City Council meeting. To remove an item from postponement in advance of the time certain requires a two-thirds' majority vote.
- (i) A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- (j) A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- (k) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (l) Motions that cannot be amended include: Motion to adjourn, lay on the table (table), roll call vote, point of order, reconsideration and take from the table.
- (m) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- (n) Debate on a motion only occurs after the motion has been moved and seconded.
- (o) The Presiding Officer~~Chair~~, City Attorney or City Clerk should repeat the motion prior to voting.

- (p) When a question has been decided, any Councilmember who voted with the prevailing side may move for reconsideration at the same, or the next meeting. In order to afford Councilmembers who voted with the prevailing side the potential basis for a motion for reconsideration, Councilmembers who voted with the prevailing side may inquire of Councilmembers who voted with the minority as to the reasons for their minority vote, if not stated during debate prior to the vote. A motion for reconsideration is debatable if the motion being reconsidered was debatable. If the motion being reconsidered was not debatable, the motion for reconsideration is not debatable.
- (q) The City Attorney shall act as the Council's parliamentarian and shall advise the Mayor/Presiding Officer~~Chair~~ on all questions of interpretations of these rules which may arise at a Council meeting.

6. Voting.

(a) Voice vote.

Voice vote. A generalized verbal indication by the Council as a whole of "aye or yes" or "nay or no" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the ultimate majority, except where a Councilmember abstains in accordance with Subsection D.6.(c), below in which case, the silence shall not be counted in the vote tally.

If there is uncertainty as to the outcome of a voice vote, the Presiding Officer~~Chair~~, or any Councilmember, may ask for a raise of hands for the ayes or nays.

(b) Roll Call Vote.

A roll call vote may be requested by the Presiding Officer~~Chair~~ or by any Councilmember. The City Clerk shall conduct the roll call vote.

(c) Abstentions.

It is the responsibility of each Councilmember to vote when requested on a matter before the full Council. A Councilmember may only abstain from discussion and voting on a question because of a stated conflict of interest or appearance of fairness issue.

7. Comments, concerns and testimony directed to the City Council.

- (a) Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and city of residence~~address~~ for the record, and limit their remarks to three (3) minutes, in addition to filling out the speaker sign-in sheet available at the City Clerk's desk or at a designated location in the council chambers. No person may "donate" their time to another speaker. All remarks will be addressed to the Council as a whole. The City Clerk shall serve as timekeeper. The Presiding Officer~~Chair~~ may make exceptions to the time restrictions of persons addressing the Council when warranted, in the discretion of the Presiding Officer~~Chair~~.
- (b) Any person who causes actual disruption by failing to comply with the allotted time established for the individual speaker's public comment, ~~making personal attacks, using demeaning and antagonistic remarks based on prejudice or bias, hate speech, making slanderous remarks~~ or other disruptive conduct while addressing the Council shall be barred from further participation by the Presiding Officer~~Chair~~, unless permission to continue is granted by a majority vote of Councilmembers present.
- (c) The three (3) minute designation shall be electronically timed by means of a suitable device with the City Clerk as the designated time keeper.

E. PUBLIC HEARINGS AND APPEALS.

1. Quasi-judicial hearings;

- (a) Quasi-judicial hearings require a decision be made by the Council using a certain process, which may include a record of evidence considered and specific findings made. The following procedure shall apply:
- (b) The City Manager or Department Director of the department most affected by the subject matter of the hearing, or that Director's designee, will present the City's position and findings. Staff will be available to respond to Council questions.
- (c) The proponent spokesperson(s) shall speak first and be allowed (10) minutes. Council may ask questions.
- (d) The opponent spokesperson(s) shall be allowed ten (10) minutes for presentation and Council may ask questions.
- (e) Each side shall then be allowed five (5) minutes for rebuttal, with the proponent spokesperson speaking first, followed by the opponent spokesperson.

~~(e)~~(f) When a number of people want to speak to a common topic or issue than the Council may assign a limit regarding the total amount of time dedicated to a single issue.

~~(f)~~(g) The City Clerk shall serve as timekeeper during these hearings.

~~(g)~~(h) After each proponent and opponent spokesperson have used their speaking time, Council may ask further questions of the speakers, who shall be entitled to respond but limit their response to the question asked.

~~(h)~~(i) The City Council may then deliberate on open session or in closed session and thereafter render its decision.¹⁶

2. Other public hearings.

(a) Public hearings (other than quasi-judicial hearings) where a general audience is in attendance to present arguments for or against a public issue:

(b) The City Manager, Department Director or designee shall present the issue to the Council and respond to questions.

(c) A person may speak for three (3) minutes. No one may speak for a second time until everyone who wishes to speak has had an opportunity to speak. The Presiding Officer~~Chair~~ may make exceptions to the time restrictions of persons speaking at a public hearing when warranted, in the discretion of the Presiding Officer~~Chair~~.

(d) The City Clerk shall serve as timekeeper during these hearings.

(e) After the individual speakers have used their allotted time (before moving on to the next speaker), Council may ask questions of the speaker and the speaker may respond, but may not engage in further debate.

(f) The hearing will then be closed to public participation and open for discussion among Councilmembers.

(g) The Presiding Officer~~Chair~~ may exercise changes in the procedures at a particular meeting or hearing, but the decision to do so may be overruled by a majority vote of the Council.

F. SUSPENSION OF RULES.

¹⁶ RCW 42.30.140.

The application of these Rules to any matter(s) coming before the City Council may be suspended, other than where such suspension would be contrary to state law or [the Pasco Municipal Code](#)~~City Ordinance~~. Furthermore, these Rules of Procedure of the Council shall not be suspended without the vote of a majority of all of the members of the Council.

G. AMENDMENT OF RULES.

These Rules of Procedure will evolve as conditions dictate. They are intended to be flexible and adaptable to specific circumstances. In accordance with best practices, these Rules of Procedure should be reviewed and evaluated on a periodic basis and amended as necessary. Amendment to these Rules may be made at any meeting of the Council held after the proposal to amend the Rules has been properly noticed and shared with all Councilmembers. In order to be effective, the proposed amendment(s) to these Rules shall be approved by a majority of all members of the Council.

H. RECORDING OF RULES.

These rules and all subsequent amendments thereto shall be recorded and kept by the City Clerk, and each member of the Council shall be furnished with a copy thereof in a form convenient for their reference.

I. ENFORCEMENT OF RULES OF PROCEDURE.

Councilmembers shall conform their conduct to the requirements, standards and expectations set forth in these Rules of Procedure. In addition to and notwithstanding whatever other enforcement mechanisms may exist for legal, ethical or practical obligations on Councilmember performance or conduct, violations of these Rules of Procedure by Councilmembers may be enforced by action of the City Council through sanctions such as votes of censure or letters of reprimand, and such other action as may be permitted by law.

AGENDA REPORT

FOR: City Council September 12, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Jacob Gonzalez, Director
Community & Economic Development

SUBJECT: Modification of Comprehensive Plan Amendment CPA2023-001 (Road 100 & Argent) (5 minutes)

I. REFERENCE(S):

CPA2023-001 Application Memo Revision

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION NO. 1: I move to modify Comprehensive Plan Amendment Application CPA2023-001 to Medium Density Residential and conduct a public hearing.

OR

MOTION NO. 2: I move to modify Comprehensive Plan Amendment Application CPA2023-001 to Medium Density Residential and remand to the Planning Commission for further consideration.

III. FISCAL IMPACT:

None.

IV. HISTORY AND FACTS BRIEF:

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

Summary of Amendments

The 2023 Amendment Docket consists of two items:

- CPA2022-003 - New Heritage
 - Request: Industrial to Mixed Residential/Commercial

- Docketed: This item was placed on the 2022 Comprehensive Plan Amendment Docket via Resolution No. 4251 on September 19, 2022. Due to the pending status of the associated Environmental Impact Statement (EIS), no formal decision was made. The item was thus continued (placed) on the 2023 docket.
- Planning Commission Recommendation: The Pasco Planning Commission recommended in favor of this item on January 25, 2023, and that it be forwarded to Pasco City Council.
- CPA2023-001 - Road 100 & Argent
 - Request: Low Density Residential to Mixed Residential/Commercial
 - Docketed: This item was placed on the 2023 Comprehensive Plan Amendment Docket via Resolution No 4393 on November 6, 2023.
 - Planning Commission Recommendation: The Pasco Planning Commission recommended a denial of this item on May 16, 2024, and that it be forwarded to Pasco City Council.
 - Application Modified: The applicant submitted a memo on August 15, 2024, modifying the amendment request to Medium Residential Residential, instead of the previously requested Mixed Residential/Commercial.

A public hearing conducted before the Pasco City Council was held on September 9, 2024. The Pasco Municipal Code requires that City Council take action to either approve, deny, or modify the application(s), pursuant to PMC 25.215.020(11)(c). If the modification is deemed substantial, it shall require a public hearing before City Council or be referred back to the Planning Commission for further consideration.

Application materials can be accessed here: <https://www.pasco-wa.gov/1242/Comprehensive-Plan-Annual-Amendments>. A memo from the applicant seeking the modified application is attached as Exhibit A.

V. DISCUSSION:

Two motions have been prepared for City Council regarding CPA2023-001.



Clover Planning & Zoning, LLC
Land Use Services Consultant

August 16, 2024

MEMORANDUM

To: Jacob Gonzales, City of Pasco Community & Economic Development Director
Pasco City Councilmembers

Re: CPA23-001 Application Amendment

This memo is intended to establish, on the record, the applicant's intent to revise the Land Use Map amendment request to assign the Medium-Density Residential land use designation to tax parcels 118-292-036 & 118-292-027, totaling 2.96 acres. The several public meetings over the past year have revealed significant neighborhood opposition to any land use amendments which may lead to future commercial zoning. Accordingly, the applicant hereby requests to **amend the application to the Medium-Density Residential (MDR)** land use designation prior to Council's final decision.

We acknowledge that making this change to the original application causes some of the statements and reasoning provided therein to no longer be applicable. However, due to the overlap in subsequent zoning allowances in the MRC and MDR land use designations, many of the general concepts presented in the original application remain applicable and may still be relied upon as finding supporting MDR approval.

We appreciate the opportunity to amend this application to more appropriately suit the vicinity in which the site is located.

Sincerely,

Shane O'Neill

Senior Planner

Clover Planning & Zoning LLC

plancllover@outlook.com

(509)713-4560

AGENDA REPORT

FOR: City Council September 11, 2024

TO: Adam Lincoln, City Manager City Council Regular Meeting: 9/16/24

FROM: Maria Serra, Director
Public Works

SUBJECT: Martin Luther King Jr (MLK) Community Center Improvements Update
(10 minutes)

I. REFERENCE(S):

Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Presentation by Maria Serra, Public Works Director as status update for the MLK Jr. Community Center Improvements. Rod Rada, Architect with Architects West, will be available remotely to address details of the design upon request.

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

Presentation of phased approach of improvements, Phase 1 schematic design, and cost estimate to include the following:

- Phases of the project
- Schematic and conceptual designs of Phase 1
- Cost estimate of Phase 1, secured funding and next steps for delivery of Phase 1

V. DISCUSSION:

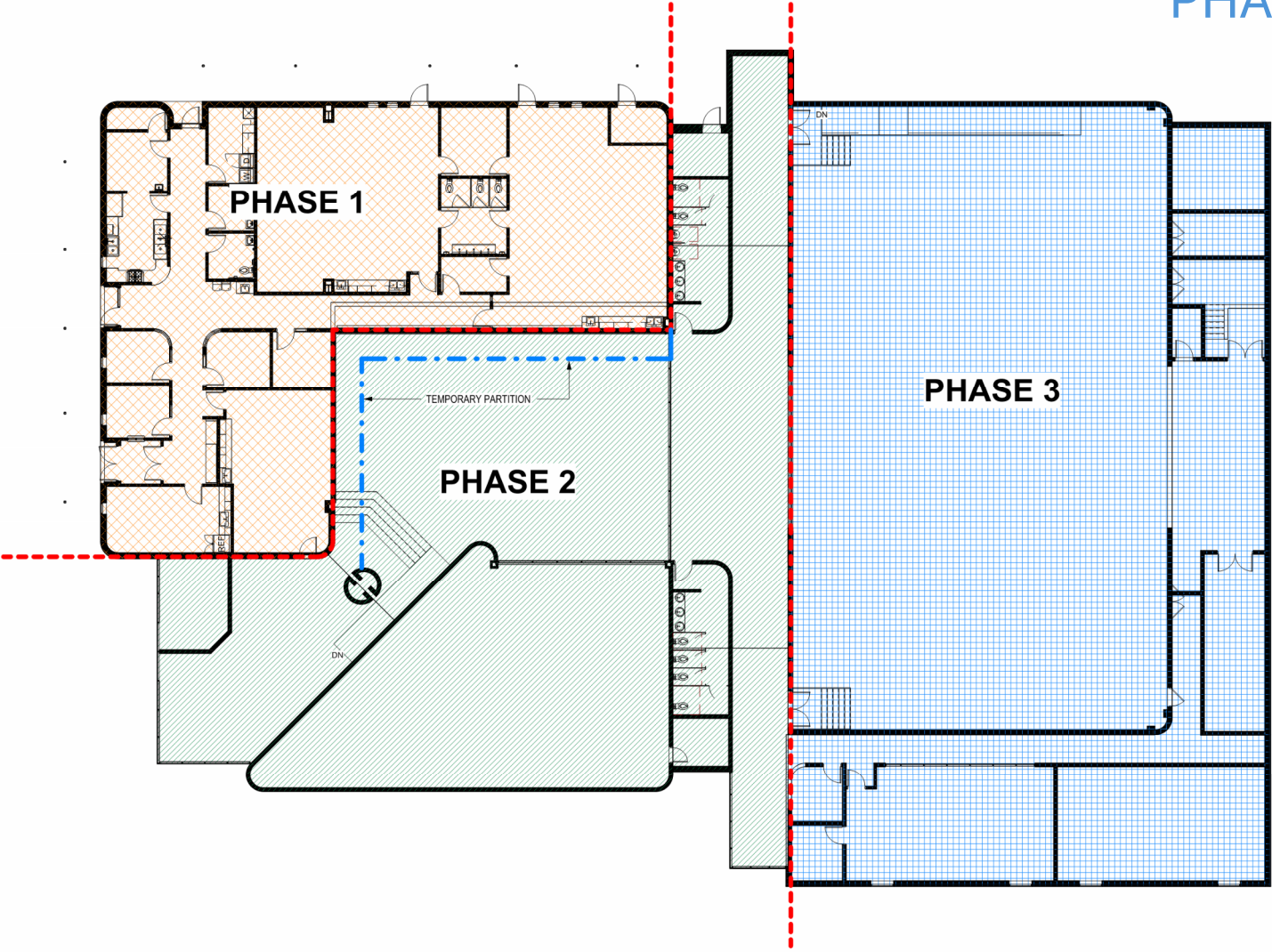
The presentation will provide an update of the project status showing the schematic design of Phase 1 of the facility improvements.



Martin Luther King Jr. **COMMUNITY CENTER** Renovation and Expansion



PHASING PLAN



Page 212 of 220

[illegible]



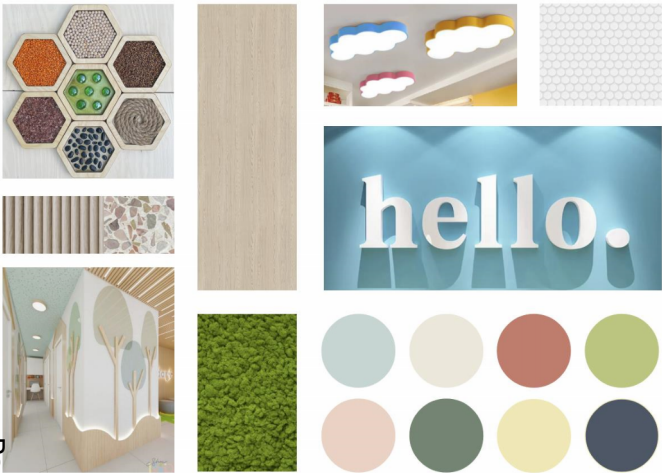
PHASE 1 CONCEPTUAL OVERHEAD VIEW



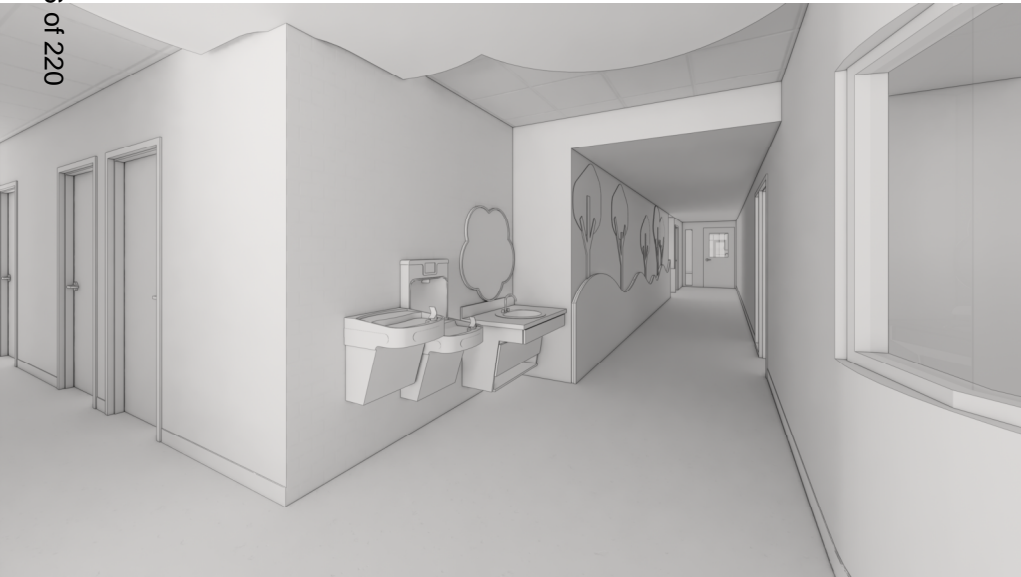


CONCEPTUAL NORTH OUTDOOR SPACE

PHASE 1 INTERIOR DESIGN



belong nature healthy warm



Current Secured Funding	Amount
ARPA Award	\$2,500,000
WA State Direct Appropriation	\$980,000
Federal Award	\$3,000,000
TOTAL	\$6,480,000

PHASE 1 – PRELIMINARY CONSTRUCTION COST ESTIMATE: \$3.2M

Next Steps for Phase 1:

Early- mid October 2024	Complete design
Mid-late October 2024	Advertise for bids
November 2024	Open bids
December 2024	Bid Award and Contract Execution



Martin Luther King Jr.
COMMUNITY CENTER
Renovation and Expansion

THANK YOU!



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.