



AGENDA

City Council Regular Meeting

7:00 PM - Monday, July 6, 2026

Pasco City Hall, Council Chambers & Microsoft Teams Webinar

Page

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

To listen to the meeting via phone, call [1-332-249-0718](tel:1-332-249-0718) and use access code [237 340 618#](tel:237-340-618#).

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

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

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

- 2. CALL TO ORDER**

- 3. ROLL CALL**

(a) **Pledge of Allegiance**

- 4. CONSENT AGENDA** - All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by roll call vote as one motion (in the form listed below). There will be no separate discussion of these items. If further discussion is desired by Councilmembers, the item may be removed from the Consent Agenda to the

Regular Agenda and considered separately.

- 6 - 29 (a) **Approval of Meeting Minutes for June 8th, June 15th, June 22nd and June 23rd**
- To approve the minutes of the Pasco City Council Special Meeting held on June 8, 2026, Workshop Meeting held on June 8, 2026, Regular Meeting held on June 15, 2026, Workshop Meeting held on June 22, 2026 and Special Meeting held on June 23, 2026.
- 30 - 33 (b) **Bills and Communications - Approving Claims in the Total Amount of \$6,863,260.41 and Write-off Totaling \$311,650.37**
- To approve claims in the total amount of \$6,863,260.41 (\$3,173,328.28 in Check Nos. 278803 - 279051; \$2,342,177.84 in Electronic Transfer Nos. 853565 - 853569, 853574 - 853578, 853581 - 853585; \$16,161.30 in Check Nos. 55315 - 55350; \$1,331,592.99 in Electronic Transfer Nos. 30244089 - 30244814).
- To approve bad debt write-off for accounts receivable including Utility Billing, Ambulance, Cemetery, General Accounts, and Miscellaneous Accounts in the total amount of \$311,650.37 and, of that amount, authorize \$311,650.27 to be turned over for collection.
- 34 - 45 (c) **Crash Prevention Zone Letter for the US 12 Corridor between "A" Street and Tank Farm Road (5 min)**
- To authorize the Mayor to submit a formal request to the Washington State Department of Transportation (WSDOT) for designation of the US 12 Corridor between "A" Street and Tank Farm Road as a Crash Prevention Zone.
- 46 - 71 (d) **Resolution No. 4758 - Interagency Agreement with the Washington State Criminal Justice Training Commission (5 min)**
- To approve Resolution No. 4758 authorizing the City Manager to execute an interagency agreement between the Washington State Criminal Justice Training Commission and the City of Pasco for the provision of facilities and personnel support for the Basic Law Enforcement Academy.
- 72 - 93 (e) ***Resolution No. 4762 - Setting a Date to Consider a Notice of Intent to Commence Annexation Proceedings for Goodwin Annexation (ANX 2026-002) (3 minute staff presentation)**
- To approve Resolution No. 4762, setting 7:00 PM on July 20, 2026, as the time and date for a public meeting with the initiators to consider the Goodwin Notice of Intent to Commence Annexation for Parcel No. 118180157 (Parcel 1 of AFN 456145), located south of Harris Road and north of Interstate 182, southwest of the future Road 108 and Harris Road intersection, in Section 18, Township 9 North,

Range 29 E.W.M.

(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

(a) Essential Public Facilities (EPF), Secure Community Transition Facilities (SCTFs), and Less Restrictive Alternative (LRA) Housing Code Update

MOTION: I move to continue the public hearing until July 20, 2026.

9. ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

(a) Resolution Nos. 4759, 4760, 4761 - Surplus of City Properties (112042336, 112042245, 112034263 & 112041282)

MOTION: I move to approve Resolution No. 4759, approving the surplus of certain City-owned real property located along Lewis Street, Parcel No. 112034263.

MOTION: I move approve Resolution No. 4760, approving the surplus of certain City-owned real property located along 4th Avenue, Parcel Nos. 112042236 and 112042245.

MOTION: I move to approve Resolution No. 4761, approving the surplus of certain City-owned real property located along Columbia

Street, Parcel No. 112041282.

118 - 137

(b) Ordinance No. 4847 - Regulations for Short-Term Rentals

MOTION: I move to adopt Ordinance No. 4847, creating Chapter 5.120 Short-Term Rentals of the Pasco Municipal Code establishing a clear regulatory framework for short-term rentals within the City of Pasco, with an effective date of January 1, 2027.

138 - 146

(c) Resolution No. 4763 Regarding State and Local Personal Income Taxes

MOTION: I move to approve Resolution No. 4763 expressing the City of Pasco's opposition to state and local personal income taxes in Washington State.

10. UNFINISHED BUSINESS

11. NEW BUSINESS

147 - 157

(a) Presentation - Confederated Tribes of the Colville Reservation Pasco Economic Development Project Update (20 min)

Jarred-Michael Erickson, Chairman, Colville Business Council and Cody Desautel, Executive Director, Confederated Tribes of the Colville Reservation will provide an informational presentation on the history, vision, and current status of the Pasco Economic Development Project.

12. MISCELLANEOUS DISCUSSION

158 - 200

(a) Agreement – Harris Road Realignment Agreement with VWA-Pasco, LLC, ("Visconsi") for Broadmoor Development

Discussion

201 - 213

(b) City Manager Report

13. EXECUTIVE SESSION

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

14. ADJOURNMENT

15. ADDITIONAL NOTES

**(a) (RC) Roll Call Vote Required
* Item not previously discussed**

Q **Quasi-Judicial Matter**
MF# **“Master File #....”**

214 - 215

(b) Adopted Council Goals (Reference Only)

AGENDA REPORT

FOR: City Council June 22, 2026
TO: Harold Stewart, City Manager City Council Regular
Meeting: 7/6/26
FROM: Gabriela Sanchez, City Clerk
City Manager
SUBJECT: Approval of Meeting Minutes for June 8th, June 15th, June 22nd and
June 23rd

I. ATTACHMENT(S):

June 8, 2026 Special Meeting, June 8, 2026 Workshop, June 15, 2026 Regular Meeting, June 22, 2026 Workshop and June 23, 2026 Special Meeting Minutes

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve the minutes of the Pasco City Council Special Meeting held on June 8, 2026, Workshop Meeting held on June 8, 2026, Regular Meeting held on June 15, 2026, Workshop Meeting held on June 22, 2026 and Special Meeting held on June 23, 2026.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

V. DISCUSSION:



MINUTES

City Council Special Meeting

6:30 PM - Monday, June 8, 2026

Pasco City Hall, Council Chambers & Microsoft Teams Webinar

CALL TO ORDER

The meeting was called to order at 6:30 PM by Charles Grimm, Mayor.

ROLL CALL

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

Councilmembers attending remotely:

Councilmembers absent: Leo Perales

Staff present: Harold Stewart, City Manager; Richa Sigdel, Deputy City Manager; Daniel Kenny, City Attorney; Gabriela Sanchez, City Clerk; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

EXECUTIVE SESSION

Council adjourned into Executive Session at 6:32 PM for 20 minutes returning at 6:53 PM to discuss to discuss with legal counsel about current or potential litigation per RCW 42.30.110(1)(i) with the City Manager, Deputy City Manager, and City Attorney.

Mayor Grimm called the meeting back to order at 6:53 PM.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Figueroa to authorize the City's defense attorney John Justice to execute the Settlement discussed in executive session and to proceed with finalizing the settlement.

to authorize the City's defense attorney John Justice to execute the Settlement discussed in executive session and to proceed with finalizing the settlement.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:54 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk



MINUTES

City Council Workshop Meeting

7:00 PM - Monday, June 8, 2026

Pasco City Hall, Council Chambers & Microsoft Teams Webinar

CALL TO ORDER

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

ROLL CALL

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

Councilmembers attending remotely:

Councilmembers absent: None

Staff present: Harold Stewart, City Manager; Richa Sigdel, Deputy City Manager; Angela Pashon, Interim Parks & Recreation Director; Kevin Crowley, Fire Chief; Kevin Hebdon, Finance Director; Drew Pollom, City Attorney; Craig Raymond, Deputy Community & Economic Development Director; Sara Matzen, Human Resources Director; William Crane, Interim IT Director; Brent Cook, Interim Police Chief; Maria Serra, Public Works Director; Gabriela Sanchez, City Clerk; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

Oath of Office - City of Pasco's City Clerk

Ms. Sigdel introduced Gabriela Sanchez as the new City Clerk.

Mayor Grimm administered the Oath of Office to Pasco City Clerk, Gabriela Sanchez.

The Mayor called a 2 minute recess to allow for photos at 7:05 PM. The meeting resumed at 7:07 PM.

VERBAL REPORTS FROM COUNCILMEMBERS

Councilmember Perales discussed various committee meetings.

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

Presentation - Short Term Rentals

Ms. Sigdel presented options for regulating short-term rentals and requested Council direction. Staff recommended a light regulatory approach to clarify City code and address accountability, safety, parking, and nuisance concerns. Proposed requirements included business licensing, a short-term rental permit, a local contact, proof of insurance, safety self-certification, and compliance with existing City codes. Staff also reviewed potential tax revenues and implementation options.

Council generally supported allowing short-term rentals with limited regulation. Members favored business licensing, local contact information, proof of insurance, annual safety self-certification, and compliance with existing laws. Several Councilmembers supported a hybrid approach balancing neighborhood protections with minimal regulatory requirements. Discussion also included permit requirements, restrictions on large events, and a compliance timeline for existing operators.

Shane Arnot, Pasco resident and short-term rental operator, supported a light regulatory approach, noting neighboring cities already allow short-term rentals and expressing concern that insufficient evidence has been presented showing impacts to housing availability.

Amber Waid, Pasco resident, expressed concerns regarding landlord accountability, code enforcement, parking, neighborhood impacts, and the City's ability to effectively regulate rental properties.

Doug Perez, Kennewick resident, stated that rental platforms already require safety and operational standards and noted that short-term rentals support tourism and investment in the community.

Thomas Granbois, Pasco resident, supported a hybrid approach and emphasized the need for reasonable oversight to address potential neighborhood impacts from poorly managed rentals.

Council directed staff to prepare an ordinance allowing short-term rentals with a limited regulatory framework. The ordinance should include requirements for a state business license with City endorsement, a short-term rental permit, designation of a local contact representative, proof of insurance, compliance with existing City codes, restricted uses such as weddings and large events, and annual self-certification of safety requirements. Council generally supported a hybrid approach that minimizes regulation while providing accountability and neighborhood protections, particularly for rentals operating outside established platforms. Staff was also directed to research neighboring jurisdictions'

regulations and return with an ordinance and implementation process, including a grace period for existing operators to come into compliance.

2027-2032 Transportation Improvement Program (TIP) Update

Ms. Serra introduced Engineering Manager Andrey Avetisyan, who presented the draft 2027–2032 Transportation Improvement Program (TIP) for final Council review. Staff reviewed the proposed six-year transportation plan, summarized public outreach efforts, highlighted additions related to bicycle, pedestrian, and ADA improvements, and requested direction regarding the proposed I-182 Convention Drive interchange feasibility study.

Council expressed support for the proposed TIP and discussed pedestrian safety improvements, speed management initiatives, and the I-182 Convention Drive interchange feasibility study. Council noted the study's potential to reduce congestion at the Road 68 interchange and supported retaining it within the TIP.

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

Resolution - Accepting and Adopting the 2026 Franklin County, Washington Multi-Hazard Mitigation Plan

Chief Crowley introduced the 2026 Franklin County Multi-Hazard Mitigation Plan and noted that adoption would allow the City to participate in countywide mitigation efforts and remain eligible for disaster-related grant funding. Director Sean Davis provided an overview of the five-year plan, highlighting its collaborative development, importance for federal funding eligibility, incorporation of the Community Wildfire Protection Plan, and identification of key regional hazards and mitigation strategies.

Council thanked staff for the presentation, acknowledged the importance of the plan in supporting disaster preparedness and future grant opportunities, and expressed support for adoption of the plan and accompanying resolution.

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

Resolution - Addendum No.3 to the Metro Interlocal Agreement

Interim Police Chief Cook presented Addendum No. 3 to the Metro Interlocal Agreement for the Tri-Cities Metro Drug Task Force. He explained that the addendum formalizes the existing contribution structure, updates the budget process to a calendar-year cycle, establishes reserve funding targets, and addresses anticipated reductions in federal grant funding. Staff recommended approval to continue the City's participation in the task force and formalize future funding and budgeting processes.

Council expressed strong support for the addendum and the Metro Drug Task

Force, citing its significant enforcement results, including drug seizures, firearms recoveries, and asset forfeitures. Council indicated support for continuing the City's participation in the program.

Cole St. Peter, a Pasco resident, spoke in support of the Metro Drug Task Force and stated that the funding was a worthwhile investment.

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

Resolution - Approving Amendment No. 1 to the Personal Services Agreement for City Attorney General Legal Services

Mr. Stewart presented Amendment No. 1 to the Personal Services Agreement for City Attorney services. He explained that the City had unsuccessfully recruited for an in-house City Attorney position and recommended continuing services with the current law firm. The proposed amendment would extend the contract, reduce rates and fees, increase regular in-person availability, and provide continued legal services while reducing costs to the City.

Council expressed support for the amendment, citing the firm's municipal law experience, quality of service, and the challenges associated with recruiting municipal attorneys. Council also noted the value of cost savings and service stability, particularly as the City prepares for the upcoming budget process.

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

MISCELLANEOUS DISCUSSION

Councilmember Perales raised the possibility of placing the recently adopted Transportation Benefit District (TBD) sales tax increase on the November ballot, citing feedback he had received from residents. The City Attorney outlined the process for reconsideration of the prior Council action. Council discussed the balance between Council's responsibility to make policy decisions and public input, the long-term need for transportation funding, potential election costs, and the impacts of delaying roadway improvements. Councilmembers expressed differing viewpoints regarding reconsideration, and it was noted that a motion for reconsideration could be brought forward at a future regular Council meeting.

City Manager Stewart provided several community and organizational updates. He publicly thanked Deputy City Clerk Krystle Shanks for her service as Interim City Clerk, recognized upcoming law enforcement academy and citizens academy graduations, announced Police Chief finalist interviews and a public open house, and highlighted a public outreach meeting regarding the Sylvester Street pedestrian overpass. He also announced the Pasco Aquatic Center ribbon cutting, the retirement of Facilities Manager Dan Dotta, temporary adjustments to cemetery office operations, and upcoming FIFA Fan Zone events in Pasco.

EXECUTIVE SESSION

Council took a five minute recess at 8:36 PM then adjourned into Executive Session at 8:41 PM for 30 minutes returning at 9:11 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), 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), and to receive and evaluate complaints or charges brought against a public officer or employee per RCW 42.30.110(1)(f) with the City Manager, Deputy City Manager, and City Attorney.

At 9:11 PM Mayor Grimm announced that the Executive Session was still on the second topic and would continue for another 15 minutes or until 9:27 PM. At 9:19 PM the City Manager and Deputy City Manager exited the Executive Session.

At 9:27 PM Mayor Grimm announced that the Executive Session was still on the second topic and would continue for another 10 minutes or until 9:37 PM.

At 9:43 PM Mayor Grimm announced that the Executive Session was still on the second topic and would continue for another 5 minutes or until 9:49 PM.

At 9:49 PM Mayor Grimm announced that the Executive Session was still on the second topic and would continue for another 10 minutes or until 10:00 PM.

At 10:00 PM Mayor Grimm announced that the Executive Session was still on the second topic and would continue for another 10 minutes or until 10:10 PM.

Mayor Grimm called the meeting back to order at 10:10 PM.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:11 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk



MINUTES

City Council Regular Meeting

7:00 PM - Monday, June 15, 2026

Pasco City Hall, Council Chambers & Microsoft Teams Webinar

CALL TO ORDER

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

ROLL CALL

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

Councilmembers attending remotely:

Councilmembers absent: None

Staff present: Harold Stewart, City Manager; Richa Sigdel, Deputy City Manager; Angela Pashon, Interim Parks & Recreation Director; Kevin Crowley, Fire Chief; Kevin Hebdon, Finance Director; Daniel Kenny, City Attorney; Craig Raymond, Deputy Community & Economic Development Director; Brent Cook, Interim Police Chief; Maria Serra, Public Works Director; Gabriela Sanchez, City Clerk; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

CONSENT AGENDA

Approval of Meeting Minutes for May 26th, June 1st and June 5th

To approve the minutes of the Pasco City Council Workshop Meeting held on May 26, 2026, Regular Meeting held on June 1, 2026 and Special Meeting held on June 5, 2026.

Bills and Communications - Approving Claims in the Total Amount of \$6,619,794.24

To approve claims in the total amount of \$6,619,794.24 (\$2,304,155.18 in Check Nos. 278567 - 278802; \$2,942,689.77 in Electronic Transfer Nos. 853270 -

853513, 853516 - 853523, 853525 - 853528, 853532 - 853540; \$24,631.58 in Check Nos. 55264 - 55312; \$1,348,317.71 in Electronic Transfer Nos. 30243398 - 30244088).

Resolution No. 4753 - 2027-2032 Transportation Improvement Program (TIP)

To approve Resolution No. 4753, adopting the 2027-2032 Six Year Transportation Improvement Program for the City of Pasco for the purpose of guiding the development, design, and construction of local and regional transportation improvements.

Resolution No. 4754 - Accepting and Adopting the 2026 Franklin County, Washington Multi-Hazard Mitigation Plan

To approve Resolution No. 4754, accepting and adopting the Franklin County, Washington Multi-Hazard Mitigation Plan 2026.

Resolution No. 4755 - Addendum No.3 to the Metro Interlocal Agreement

To approve Resolution No. 4755, authorizing the City Manager to execute Addendum No. 3 to the 2017 Interlocal Agreement between the participating jurisdictions and the City of Pasco for involvement in the Tri-Cities Metro Drug Task Force.

Resolution No. 4756 - Approving Amendment No. 1 to the Personal Services Agreement for City Attorney General Legal Services

To approve Resolution No. 4756, approving Amendment No. 1 to the personal services agreement for City Attorney general legal services between the City of Pasco, Washington, and Ogden Murphy Wallace, PLLC.

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

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

PROCLAMATIONS AND ACKNOWLEDGEMENTS

America 250 Month Proclamation

Mr. Stewart introduced the proclamation recognizing July 2026 as America 250 Month.

Mayor Grimm read and presented the America 250 Month Proclamation to Wendy Todd of the Columbia River Chapter of the Daughters of the American Revolution.

Ms. Todd provided information about the organization and thanked the City for recognizing the nation's upcoming 250th anniversary.

PUBLIC COMMENTS

James Foreman, Pasco resident, expressed concerns regarding conditions along Sylvester Street, including roadway design, drainage issues, driveway access, bicycle infrastructure, and pedestrian safety. He stated that recent improvements have not enhanced safety for residents and questioned the need for additional projects in the area.

Tony Sandoval, Pasco business owner, criticized the Council's recent censure of Councilmember Perales, asserting that the action was taken without sufficient evidence. He called for the resignation of Mayor Grimm and Mayor Pro Tem Milne and expressed support for Councilmember Perales' character and service to the community.

Marcy Torres, Pasco business owner, spoke in support of Mayor Grimm's leadership and criticized Councilmember Perales, alleging inappropriate conduct on social media and raising concerns regarding his interactions with members of the community. She encouraged further review of those concerns.

Kat Espinoza, Pasco resident, discussed concerns regarding the family court system, alleging corruption, unfair treatment of parents and children, and inadequate consideration of evidence. She advocated for increased awareness and accountability within the court system and stated her intention to continue public outreach on the issue.

Dallas Barnes, Pasco resident, congratulated those who celebrated the America 250 and noted the upcoming Juneteenth holiday. He also expressed concerns regarding public access to facilities at Kurtzman Park, particularly buildings leased to nonprofit organizations. He encouraged the City to review lease arrangements and ensure community access to facilities, including restrooms and meeting spaces, for public events and gatherings.

Pedro Perez, Pasco resident and business owner, shared information regarding the recent Latino Pride Festival, and addressed concerns related to complaints about waste disposal following the event. He also expressed concern that some downtown business owners feel subject to increased scrutiny or complaints and encouraged awareness of those concerns.

Mitch Snow, Pasco resident, discussed ongoing concerns regarding criminal activity affecting his property and neighborhood, including alleged burglaries and threats. He thanked Interim Chief Cook for meeting with him and expressed hope that future leadership and policy improvements would help address public safety concerns.

David Cortinas, Pasco resident and business owner, spoke in support of Councilmember Perales, stating that he believed the recent censure was unwarranted

and should be reconsidered. He expressed confidence in Councilmember Perales' professionalism and urged Council to rescind the censure action.

REPORTS FROM COMMITTEES AND/OR OFFICERS

Verbal Reports from Councilmembers

Councilmember Cotta reported attending the Police Chief candidate interviews and community meet-and-greet at the HAPO Center. He noted the strength of the candidate pool, the high level of community participation, and expressed confidence that the City would select an excellent Police Chief.

Councilmember Perales provided updates on constituent concerns, including HOA maintenance issues, traffic concerns in the Madison Park area, marijuana retail licensing, water pressure concerns in Sun Willows, and potential park improvements at Heritage Park. He noted ongoing discussions with residents and indicated he may return to Council with requests related to additional park amenities.

Mayor Pro Tem Milne reported attending the Solstice Homes Base Camp grand opening. He praised the housing development, highlighted its amenities, and commended the project as a positive addition to the community.

Councilmember Figueroa commented on the strong turnout for the Police Chief community meet-and-greet and expressed appreciation for the community's engagement in the selection process. He also highlighted the Aquatic Center ribbon-cutting ceremony, a meeting regarding state budget issues, and the City's FIFA Fan Zone activities, commending staff for their efforts in organizing community events and recreational opportunities.

Councilmember Hernandez reported attending both Pride celebrations held in Pasco, including the Latino Pride event and the Tri-Cities Pride event at Memorial Park. He highlighted the strong attendance, cultural celebrations, and the importance of fostering inclusion, diversity, and community engagement.

Councilmember Campos discussed attending the Police Chief interviews and community meet-and-greet, noting the qualifications of the candidates and the strong public participation. He also attended a meeting regarding state budget issues and the Aquatic Center ribbon-cutting ceremony, expressing appreciation for the positive community response and excitement surrounding the new facility.

Mayor Grimm reported attending the monthly Ben Franklin Transit Board meeting and the Pasco Aquatic Center ribbon-cutting ceremony. He thanked community stakeholders, elected officials, and regional partners for their support of City projects and community events, and expressed appreciation for the involvement of residents and organizations throughout the community.

ORDINANCES AND RESOLUTIONS NOT RELATING TO HEARINGS

***Ordinance No. 4846 - Budget Amendment for Traffic Calming Program**

Ms. Serra presented Ordinance No. 4846, a budget amendment to transfer money from the General Fund to the Street Fund to support traffic calming improvements previously directed by Council. She noted the funding would support traffic calming measures currently being implemented along the Court Street corridor.

Council discussed initial feedback received regarding the Court Street traffic calming project. Comments included concerns that traffic could be diverted to adjacent streets, as well as positive feedback from residents who reported reduced vehicle speeds along Court Street. Councilmembers noted the importance of monitoring impacts on neighboring streets and evaluating whether similar traffic calming measures may be appropriate in other areas of the City if the program proves successful.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales to adopt Ordinance No. 4846, amending the 2025-2026 Biennial Operating Budget (Ordinance No. 4807), by providing supplement thereto; to provide additional appropriation in the City's Street Fund providing for severability and establishing an effective date.

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

***Resolution No. 4757 - Authorizing an Amended Offer for the Acquisition of the Pasco Sporting Complex and Declaring the City's Commitment to Preserving the Facility as a Sports and Recreational Sports Venue**

Mr. Stewart presented Resolution No. 4757 authorizing an amended offer for the acquisition of the Pasco Sporting Complex. He explained that the facility supports youth sports, sports tourism, and local economic activity. Staff recommended submitting an updated purchase offer and noted that the acquisition would be funded through economic development funds. Mr. Stewart also explained that the lease with Franklin County has expired and discussions have shifted toward a potential sale. Staff emphasized the economic benefits of the complex and the significant cost of replacing the facility if access were lost.

Council expressed support for preserving the Pasco Sporting Complex and discussed its value as a recreational and economic asset. Members highlighted the tourism and business benefits generated by tournaments, addressed public concerns regarding funding, and noted that the acquisition would utilize economic development funds. Council also discussed the potential impacts of losing access to the facility and supported moving forward with the amended purchase offer.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales to approve Resolution No. 4757, authorizing the City Manager to submit an amended offer for acquisition of the Pasco Sporting Complex and reaffirming the City's commitment to preserving the facility as a softball and recreational sports venue.

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

MISCELLANEOUS DISCUSSION

Mr. Stewart provided updates on the Police Chief recruitment process, thanking community members, staff, law enforcement representatives, and business leaders who participated in interviews and public engagement activities. He announced upcoming Police Academy and Citizens Academy graduations, reported on strong early sales and community interest in the new Aquatic Center, promoted upcoming FIFA Fan Zone events, the Farmers Market, and Fourth of July activities, and encouraged public participation in upcoming community events.

Council discussed a proposal to reconsider the recently approved Transportation Benefit District sales tax increase. Councilmembers opposing reconsideration cited the City's ongoing road maintenance funding needs, prior Council actions establishing the Transportation Benefit District, the relatively small financial impact of the sales tax increase, and the importance of maintaining consistency in Council decisions. Councilmember Perales supported reconsideration, citing constituent concerns regarding affordability, inflation, and the desire for voters to decide the issue.

During Council discussion regarding the Transportation Benefit District sales tax increase, City Attorney Kenny clarified that the appropriate method for revisiting the recently approved action was through a motion for reconsideration by a member of the prevailing side.

Following discussion, a motion to reconsider the prior Transportation Benefit District sales tax vote was made.

MOTION: Mayor Pro Tem Milne moved, seconded by Councilmember Perales to reconsider the Council's previous approval of the Transportation Benefit District sales tax increase.

RESULT:	DEFEATED. 2-5
AYES:	Mayor Pro Tem Milne and Councilmember Perales
NAYS:	Mayor Grimm, Councilmember Figueroa, Councilmember Cotta, Councilmember Hernandez, and Councilmember Campos

Councilmember Perales requested future consideration of a resolution opposing a Washington State income tax and revisiting a prior proposal related to prohibiting a local income tax.

Mr. Kenny advised that a resolution would be the appropriate mechanism for expressing Council's position on income tax policy matters and agreed to review previously proposed ordinance language related to a local income tax prohibition.

Councilmembers discussed whether a formal statement would be primarily symbolic or provide policy direction and expressed interest in reviewing prior materials and legal analysis before considering further action. Several Councilmembers indicated support for exploring a resolution opposing a state income tax.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:26 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Krystle Shanks, Deputy City Clerk



MINUTES

City Council Workshop Meeting

7:00 PM - Monday, June 22, 2026

Pasco City Hall, Council Chambers & Microsoft Teams Webinar

CALL TO ORDER

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

ROLL CALL

Councilmembers present: Campos, Cotta, Figueroa, Hernandez, Perales, Milne, Grimm

Councilmembers attending remotely:

Councilmembers absent:

Staff present: Harold Stewart, City Manager; Richa Sigdel, Deputy City Manager; Angela Pashon, Interim Parks & Recreation Director; Kevin Crowley, Fire Chief; Kevin Hebdon, Finance Director; Daniel Kenny, City Attorney; Drew Pollom, City Attorney; Craig Raymond, Deputy Community & Economic Development Director; Brent Cook, Interim Police Chief; Maria Serra, Public Works Director, Gabriela Sanchez, City Clerk; and Krystle Shanks, Deputy City Clerk

The meeting was opened with the Pledge of Allegiance.

MOTION: Councilmember Perales moved, seconded by Mayor Pro Tem Milne To allow a public comment period prior to board reports today. We are going to limit it to Tri-Cities Animal services situation with Russ and Stan, limited to 12 minutes.

RESULT: Motion carried 7-0

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

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

Tri-Cities Animal Shelter - Russ and Stan

Dallas Barnes expressed concern that the Martin Luther King Center remains inaccessible to the public and stated that current plans could delay public access another 5 to 10 years. He urged the city council to prioritize funding for completion of the center.

Rob Di Piazza, explained that shelter volunteers do so much more than care for the dogs' basic needs. She is requesting a two-week extension for Russ and Stan to remain at the shelter, noting that the dogs are familiar with staff and volunteers, and have a scheduled placement for July 13.

Jessica Bolyard, founder of S'more Dogs Rescue, stated that the organization secured a confirmed July 13 intake date for Russ and Stan. They emphasized that the rescue has already committed resources, including paying the required deposit, and has a concrete rehabilitation plan in place supported by professional training and rescue funding.

Christy Kessler, urged the Council to allow Russ and Stan additional time at the shelter, stating that after a year in care, a 10-day deadline is unreasonable. Sharing her extensive fostering experience, she emphasized that training, foster support, and volunteer involvement can successfully rehabilitate difficult dogs, and she called for a long-term plan that prioritizes advocacy, training, and better outcomes for shelter animals.

William Lambert, owner of Dancing Tree Rehabilitation Dog Training, said that he has evaluated Russ and Stan and believes they can be successfully rehabilitated if given more time and removed from the shelter environment. He emphasized that rescue partners and training resources are already in place, noted that he has seen many dogs improve after leaving shelters, and urged the Council to grant additional time so the dogs can move forward with their planned rehabilitation and placement.

Jody Stark, shared a past experience in which a dog facing euthanasia was given additional time, placed in foster care, and ultimately became a successful family pet, arguing that similar opportunities should be extended to Russ and Stan. They urged the Council to revise the policy to allow more time when a rescue commitment is secured, emphasizing that the dogs already have a guaranteed placement and deserve the chance to continue living and receiving care.

Christy, urged the Council to allow greater flexibility in shelter policies when rescue organizations and training facilities have secured placement for dogs but cannot accommodate them within the current 10-day timeframe. They also called for increased transparency regarding the process used to place dogs on euthanasia lists and determine which animals receive extensions, arguing that clearer policies and actions would help rebuild public trust in the shelter system.

Mahoney, reiterated concerns she previously raised regarding animal control operations, including the use of donated funds, shelter finances, euthanasia practices, and the lack of spay/neuter clinic. She also alleged that animals facing euthanasia were not provided due process through notice and hearings, and requested documentation and accountability related to shelter policies, expenditures, and legal oversight.

At 7:46 PM Mayor Grimm announced a 2 minute recess.

Mayor Grimm called the meeting back to order at 7:48 PM.

VERBAL REPORTS FROM COUNCILMEMBERS

Councilmember Hernandez reported attending Juneteenth celebration and participating in the parade. He noted the event was well attended and significantly larger than last year's celebration.

Councilmember Figueroa reported attending the the second FIFA watch party. He shared that the event was well attended, with many families enjoying the festivities.

Councilmember Campos reported attending the Basic Law Enforcement Academy graduation, where 33 recruits graduated, including four from Pasco. He noted that the HAPO Center was filled with attendees. He also participated in the parade on Saturday, where he handed out candy and observed a great turnout, with many community members in attendance and enjoying the event.

ITEMS FOR DISCUSSION WITH OPPORTUNITY FOR PUBLIC COMMENT

Citizen Satisfaction Survey Results Presentation (20 minute staff presentation)

Staff and Onpointe Insights representatives presented the results of the City's community survey, which received 831 valid responses from residents. The presentation included an overview of the survey development process, community outreach efforts, respondent demographics, and key findings. Survey results identified residents' top initiatives, street and road improvements, and quality schools. Additional findings include feedback on city services, public safety, parks and recreation, growth and development, transportation, and future capital projects.

Staff also introduced the interactive public dashboard, now available on the City's website, which allows users to explore survey results by demographic groups, council district, and other filters. The City Manager encouraged Councilmembers to review the data as part of the upcoming biennial budget process, noting the survey results will help guide future planning, priorities, and resource allocation.

Councilmembers expressed appreciation for the comprehensive survey and dashboard, noting the information will serve as a valuable tool for future decision-making.

Mayor Grimm opened the public hearing up for comments two (2) times and no one came forward to speak, therefore the public hearing was closed.

Essential Public Facilities (EPF), Secure Community Transition Facilities (SCTFs), and Less Restrictive Alternative (LRA) Housing Code Update (5 minute staff presentation)

The City Attorney presented revisions to the proposed ordinance regulating the siting of Secure Community Transition Facilities (SCTFs) and Less Restrictive Alternative (LRA) facilities, incorporating feedback received from the previous public hearing and Council discussion. Staff reviewed buffer zone options ranging from 700 to 1,000 feet, evaluated limiting the facilities to industrial zoning districts, discussed potential additional security measures, community safety plan requirements, and considerations regarding public transit access. The City Attorney noted the proposed regulations must comply with state law while balancing public safety concerns.

Councilmembers discussed buffer distances, limiting facilities to industrial zones, public outreach, enforcement mechanisms, security requirements, and the hearing examiner's authority to impose additional conditions. Staff indicated the ordinance would continue through the review process, including Planning Commission consideration, with the goal of meeting state-required timelines before the current moratorium expires.

Mayor Grimm opened the public hearing up for comments.

Brad Klippert expressed concerns regarding state requirements related to the placement of SCTFs and LRAs, stating that local governments should challenge laws they believe to be unconstitutional. The speaker encouraged regional collaboration among the Tri-Cities to prioritize public safety and oppose the siting of such facilities within their communities.

Janette Romero, President of Save Our Children Tri-Cities (SOCT) discussed the difference between SCTCs and LRA housing, emphasizing that LRA housing has fewer security, notification, and siting requirements. She expressed concerns regarding liability, public safety, and the placement process for LRA facilities, and urged the Council to focus its regulatory efforts on those facilities due to their limited state oversight.

Rick Reese, expressed not wanting these facilities located within the community, but if they must, he urged the city to keep them in industrial areas.

Mayor Grimm called for public comment two (2) times and no one else came forward to speak, therefore; the public hearing was closed.

Council provided direction to staff regarding the proposed ordinance regulating SCTFs and LRA facilities. Discussion included support for limiting facilities to industrial-zoned areas with a 1,000 foot buffer, consideration of geographic limitations to avoid concentrating facilities in one area of the city, requiring a community safety plan, and identifying potential security measures and enforcement provisions for inclusion in the ordinance. Staff was directed to refine the draft ordinance, evaluate appropriate enforcement mechanisms, and return with revisions for further Council consideration. Staff also clarified that any proposed facility would be subject to the City's conditional use permit process, including public notice, public hearing requirements, and compliance with all applicable local regulations before approval could be considered.

Process Water Reuse Facility (PWRF) Customer Rates Annual Review (15 minute staff presentation)

Public Works Director presented potential rate adjustment scenarios for the Process Water Reuse Facility (PWRF) to address ongoing operating deficits while maintaining the financial sustainability of the utility. Staff reviewed four alternatives ranging from fully funding the revenue shortfall through rate increases to temporarily freezing rates by utilizing available federal tax credit funds, as well as two balanced approaches that combined gradual rate increases with the use of interest earnings and tax credit proceeds.

Mayor Grimm invited representatives of the rate payers as presenters to speak on the matter for three (3) minutes each. No one came forward to speak.

Council discussed the financial impacts of each option on both the utility and industrial ratepayers, acknowledging the challenges faced by local businesses while recognizing the City's obligation to maintain a financially sustainable enterprise fund. Several Councilmembers expressed support for the gradual rate adjustment approach (alternative D) as the most balanced option.

Mayor Grimm opened the public hearing up for comments.

Brandon Austin, Oregon Potato Company, Pasco, expressed concerns regarding the proposed rate adjustments, stating that unresolved issues related to the 2024 wastewater treatment agreements, system design, performance expectations, and the rate model should be addressed before implementing additional rate increases. He acknowledged and thanked City staff for their collaboration and ongoing engagement with industry stake holders.

Rob Wiskerchen, Reser's Fine Foods, acknowledged the need to replace and upgrade the City's wastewater treatment facility but expressed concern over the significant rate increases already experienced by processors. He noted that

additional increases could negatively affect the long term viability of local processors and shift a greater financial burden onto the remaining ratepayers if businesses leave the system. He encouraged continued efforts to improve the facility while minimizing future rate impacts.

Mayor Grimm called for public comment one (1) time and no one else came forward to speak.

Council expressed concerns about relying on wastewater processors to cover facility costs and emphasized the need to identify additional revenue sources, including increasing waste streams and maximizing the facility's capacity. Council supported using interest earnings from reserve funds rather than principal to help address financial needs, suggested separating renewable natural gas (RNG) operations from wastewater operations, and recommended renegotiating agreements with regional partners to clarify financial responsibilities.

Staff responded that they are exploring opportunities to accept additional waste from outside sources to increase production and revenue, while evaluating market competitiveness, permit requirements, and operational considerations before implementing a limited trial.

Mayor Grimm allowed for an additional public comment at the request of a community member.

No name provided, General Manager for Pasco Resource Recovery Center, explained that renewable natural gas (RNG) facility has a relatively low marginal operating cost compared to the revenue generated from gas production and noted that processors currently pay fees to deliver waste used in the process. He emphasized that more than half of the facility's construction cost was offset by grant funding and that approximately 80% of current rates attribute to financing the existing infrastructure. He also reported that operating expenses were approximately \$200,000 below budget during the first quarter of 2026, with similar savings anticipated in the second quarter, and stated that ongoing efforts are focused on reducing costs, improving performance, maintaining environmental compliance, and utilizing excess facility capacity to generate additional revenue.

Resolution - Interagency Agreement with the Washington State Criminal Justice Training Commission (5 minute staff presentation)

Interim Police Chief presented a resolution authorizing interlocal agreements with the Washington State Criminal Justice Training Commission related to the operation of the regional training academy and associated personnel. He noted that the agreements are essential to maintaining academy operations and supporting law enforcement training, highlighting that the most recent graduating class included approximately 200 recruits who will serve communities throughout the region.

Mayor Grimm opened the public hearing up for comments two (2) times and no one came forward to speak.

Fireworks Community Engagement Efforts (5 minute staff presentation)

Communications Program Lead presented the 2026 regional fireworks community engagement campaign, which focuses on public education, consistent messaging, and collaboration among neighboring jurisdictions. Survey results indicated varying community perspectives on fireworks. She outlined a bilingual outreach strategy that includes social media, videos, flyers, signage, dedicated webpages, media partnerships, and promotion of community fireworks events as safer alternatives. The campaign also includes coordination with inspection and public safety teams, with performance to be evaluated through website traffic, social media engagement, media coverage, and public safety metrics to inform future outreach efforts.

Mayor Grimm opened the public hearing up for comments three (3) times, no one came forward to speak.

Presentation - Structure of City Noise Enforcement & Fireworks Regulations (5 minute staff presentation)

Daniel, City Attorney presented a review of the City's existing noise ordinance and enforcement options related to fireworks in response to a Council request. He explained that the current municipal code already provides mechanisms for addressing noise complaints without requiring decibel measurements or direct officer observation, however; practical enforcement remains challenging due to difficulties identifying responsible parties, obtaining witness participation, and the resources required to pursue civil infractions. He noted that while Council could consider a complete ban on fireworks, many enforcement challenges would remain. He recommended continuing a multi-faceted approach focused on regional public education, community collaboration, voluntary compliance, and targeted enforcement efforts. Adding that locating individuals responsible for illegal fireworks is difficult due to the transient nature of violations, making proactive patrols resource-intensive with limited effectiveness.

Council discussed enforcement of the City's fireworks and noise ordinances, including the maximum civil penalty of \$250, which the city attorney confirmed is the highest penalty allowed under current law. Council expressed support for stronger enforcement of existing regulations, noting that citations can encourage compliance and suggesting the use of witness statements, photographs, and video evidence to identify violators. Council also expressed interest in reviewing the City's broader noise ordinance, including provisions related to vehicle noise.

Staff acknowledged the challenges of enforcement during the Fourth of July due

to multiple simultaneous public safety calls and encouraged Councilmembers to participate in a ride-along to better understand enforcement conditions during the holiday.

Mayor Grimm opened the public hearing up for comments three (3) times, no one came forward to speak.

MISCELLANEOUS COUNCIL DISCUSSION

Mr. Stewart announced that a Water Use Efficiency public forum will be held on June 30th as part of the Water System Plan update to review proposed efficiency goals and receive public comment. He also provided updates on upcoming Parks and Recreation activities, including the next FIFA Fan Zone event on July 1st, the grand opening of the Pasco Aquatic Center on June 27th, and the free Family Bike Ride at Riverview Park on June 27th. Interim Parks and Recreation Director reported strong attendance at the recent FIFA Fan Zone events, with approximately 600-700 participants, and noted that operational plans are being evaluated to accommodate additional activities.

Mr. Stewart also reported that no executive session was needed.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:01 PM.

PASSED and APPROVED on _____.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Gabriela Sanchez, City Clerk



MINUTES

City Council Special Meeting

12:30 PM - Tuesday, June 23, 2026

Port of Pasco, 1110 Osprey Pointe Blvd, Pasco, WA 99301

ROLL CALL

Councilmembers present: Leo Perales, Calixto Hernandez, Abel Campos, Joe Cotta, David Milne

Staff present: Harold Stewart, City Manager; Gabriela Sanchez, City Clerk

JOINT MEETING BETWEEN PASCO CITY COUNCIL & PASCO CHAMBER OF COMMERCE

The joint meeting was held to allow Councilmembers and the Pasco Chamber of Commerce Board of Directors to discuss shared interests related to economic development, business growth, and community priorities.

No final action was taken during this gathering.

ADJOURNMENT

There being no further business, the meeting was adjourned at 1:36 PM.

APPROVED:

ATTEST:

Charles Grimm, Mayor

Gabriela Sanchez, City Clerk

AGENDA REPORT

FOR: City Council June 18, 2026
TO: Harold Stewart, City Manager City Council Regular
Meeting: 7/6/26
FROM: Kevin Hebdon, Director
Finance
SUBJECT: Bills and Communications - Approving Claims in the Total Amount of
\$6,863,260.41 and Write-off Totaling \$311,650.37 (delinquent bad debt)

I. ATTACHMENT(S):

Accounts Payable June 4 to June 17, 2026
Write-offs (direct and bad debt)//Collection Ambulance 01.01.26 to 05.31.26

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

To approve claims in the total amount of \$6,863,260.41 (\$3,173,328.28 in Check Nos. 278803 - 279051; \$2,342,177.84 in Electronic Transfer Nos. 853565 - 853569, 853574 - 853578, 853581 - 853585; \$16,161.30 in Check Nos. 55315 - 55350; \$1,331,592.99 in Electronic Transfer Nos. 30244089 - 30244814).

To approve bad debt write-off for accounts receivable including Utility Billing, Ambulance, Cemetery, General Accounts, and Miscellaneous Accounts in the total amount of \$311,650.37 and, of that amount, authorize \$311,650.27 to be turned over for collection.

III. FISCAL IMPACT:

IV. HISTORY AND FACTS BRIEF:

There are two categories of accounts receivable write-offs:

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

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

V. DISCUSSION:

REPORTING PERIOD: June 4 2026 to June 17 2026

CITY OF PASCO

Council Meeting of: July 6, 2026

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

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

Harold Stewart, City Manager

Kevin Hebdon, Finance Manager

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

	<u>Claims Bank</u>	<u>Payroll Bank</u>	<u>Gen'l Bank</u>	<u>Electronic Bank</u>	<u>Combined</u>
Check Numbers	278803 - 279051	55315 - 55350			
Total Check Amount	\$3,173,328.28	\$16,161.30			Total Checks \$ 3,189,489.58
Electronic Transfer Numbers	853565 - 853569 853574 - 853578 853581 - 853585	30244089 - 30244814			
Total EFT Amount	\$2,342,177.84	\$1,331,592.99	\$0.00	\$0.00	Total EFTs \$ 3,673,770.83
					Grand Total \$ 6,863,260.41

Councilmember A

Councilmember B

SUMMARY OF CLAIMS BY FUND:

100 GENERAL FUND	1,065,403.48
110 STREET	6,923.51
140 C.D. BLOCK GRANT	4,019.33
142 HOME CONSORTIUM GRANT	50,019.00
145 MARTIN LUTHER KING COMMUNITY CENTER	74.00
160 CEMETERY	9,113.08
165 ATHLETIC PROGRAMS	3,367.74
168 ANIMAL CONTROL	33,416.81
169 AQUATIC CENTER - PPF	1,240.24
170 SENIOR CENTER OPERATING	282.63
194 ECONOMIC DEVELOPMENT	25,166.42
195 STADIUM/ CONVENTION CENTER	74.00
196 HOTEL/ MOTEL EXCISE TAX	25,632.80
367 GENERAL CAP PROJECT CONSTRUCTION	38,200.25
410 UTILITY, WATER/ SEWER	3,486,630.09
510 EQUIPMENT RENTAL - OPERATING GOVERNMENTAL	95,066.24
511 EQUIPMENT RENTAL - OPERATING BUSINESS	23,265.55
520 MEDICAL/ DENTAL/ VISION INSURANCE	418,036.47
630 FLEX	2,482.57
690 PAYROLL CLEARING	1,574,846.20
GRAND TOTAL ALL FUNDS:	\$ 6,863,260.41

BAD DEBT WRITE-OFF/COLLECTION
AMBULANCE
January 1, 2026, to May 31, 2026

1. UTILITY BILLING - These are all inactive accounts, 60 days or older. Direct write-offs under \$20 with no current forwarding address or are accounts in "occupant" status. Accounts submitted for collection exceed \$20.00.
2. AMBULANCE - These are all delinquent accounts over 90 days past due or statements are returned with no forwarding address. Those submitted for collection exceed \$10.00. Direct write off including DSHS and Medicare customers; the law requires that the City accept assignment in these cases.
3. CODE ENFORCEMENT – LIENS - These are Code Enforcement violation penalties which are either un-collectable or have been assigned for collections because the property owner has not complied or paid the fine. There are still liens in place on these amounts which will continue to be in effect until the property is brought into compliance and the debt associated with these liens are paid.
4. CEMETERY - These are delinquent accounts over 120 days past due or statements are returned with no forwarding address. Those submitted for collection exceed \$10.00.
5. GENERAL - These are delinquent accounts over 120 days past due or statements are returned with no forwarding address. Those submitted for collection exceed \$10.00.
6. MISCELLANEOUS - These are delinquent accounts over 120 days past due or statements are returned with no forwarding address. Those submitted for collection exceed \$10.00.

		Direct Write-off	Referred to Collection	Total Write-off
Utility Billing	\$	-	-	-
Ambulance	\$	-	311,650.37	311,650.37
Code Enforcement	\$	-	-	-
Cemetery	\$	-	-	-
General	\$	-	-	-
Miscellaneous	\$	-	-	-
TOTAL:	\$	-	311,650.37	311,650.37

AGENDA REPORT

FOR: City Council

TO: Harold Stewart, City Manager

City Council Regular
Meeting: 7/6/26

FROM: Maria Serra, Director
Public Works

SUBJECT: Crash Prevention Zone Letter for the US 12 Corridor between "A" Street
and Tank Farm Road

I. ATTACHMENT(S):

Draft Letter

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to authorize the Mayor to submit a formal request to the Washington State Department of Transportation (WSDOT) for designation of the US 12 Corridor between "A" Street and Tank Farm Road as a Crash Prevention Zone.

III. FISCAL IMPACT:

None at this time.

Designation of a Crash Prevention Zone (CPZ) will require investments in outreach, staff time, crash analysis costs, signage fabrication and installation, etc. Reimbursement of costs may be possible once the CPZ is established and revenues are collected from increased fines for infractions within the zone.

IV. HISTORY AND FACTS BRIEF:

Background

SB 6066 created the legal framework for "crash prevention zones" (CPZs), a designation that enables cities, counties, and Washington State Department of Transportation (WSDOT) to target road segments with documented patterns of serious-injury and fatal crashes for enhanced enforcement, engineering review, and dedicated safety investment.

For the US 12 corridor segment between "A" Street and Tank Farm Road, Pasco's City Council can initiate, lead, and control the designation process

directly. Approval from WSDOT is still needed if said designation is within a State controlled corridor/highway.

Staff began coordination with WSDOT to confirm support. A draft letter has been prepared to formally notify WSDOT of the City's intent to pursue designation, should Council choose to proceed.

Impacts (other than fiscal)

The desired outcome is to reduce crashes and their severity within this corridor.

V. DISCUSSION:

Recommendation

Staff recommends that Council authorize the Mayor to send a formal request to the Washington State Department of Transportation (WSDOT) for designation of the US 12 Corridor between "A" Street and Tank Farm Road as a Crash Prevention Zone.

Next Steps

Staff began coordination with WSDOT to confirm support. A draft letter has been prepared to formally notify WSDOT of the City's intent to pursue designation, should Council choose to proceed.

Moving forward, staff will initiate further coordination with WSDOT. In collaboration with WSDOT South Central region and based on five-year crash data for SR 12 corridor; confirm eligibility of the corridor under American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM). AASHTO HSM is the premier guidance for quantitatively evaluating roadway safety and integrating safety analysis into transportation planning, design, operations, and maintenance.

It will also require the review and amendment of PMC Ch. 10.31 for CPZ speed camera authority on SR 12, as well as preparation of zone maps for public hearing. Then, the public hearing will be scheduled proper notice provided to the public.

Tentative scheduled for remaining activities is as follows:

- Hold a Public Hearing: Tentatively proposed in late July
- Formal Council Action: After Public Hearing
- Establish the Local CPZ Account: Immediately post-hearing
- Conduct the Engineering and Traffic Investigation: Within 30 days of designation
- Deploy Signage and Enforcement: Within 30 days of designation

- Law Enforcement Coordination: Within 30 days of designation
- Monitor Performance and Plan for Zone Dissolution: ongoing until improvements are implemented.

Alternatives

1. Council may choose not to send a letter to WSDOT, or propose edits to it. This may delay the process Crash Prevention Zone designation in US 12, or
2. Council may choose not to proceed with the designation process for this corridor.



June 15, 2026

Brian White
Regional Administrator
Washington State Department of Transportation
South Central Region

RE: City of Pasco Intent to Initiate Crash Prevention Zone Designation Process for US 12 Corridor

Dear Mr. White,

On behalf of the City of Pasco, I am writing to formally notify the Washington State Department of Transportation of the City's intent to commence the process for designation of a Crash Prevention Zone (CPZ) along the US 12 corridor between A Street and Tank Farm Road, as authorized under Senate Bill 6066.

This corridor has been the subject of ongoing safety discussions between the City and WSDOT and has experienced a pattern of crashes that warrants further evaluation under the CPZ framework established by the Legislature. The City believes the designation process provides an opportunity for both agencies to work collaboratively to evaluate corridor safety conditions, review crash history, and identify appropriate measures to improve safety for all roadway users.

As the next step, City staff will continue coordinating with WSDOT South Central Region to review available crash data, confirm eligibility under applicable criteria, and complete the analyses required to support consideration of a CPZ designation. The City also intends to conduct the required public outreach and public hearing process prior to any formal action by the Pasco City Council.

We recognize that US 12 is a state facility and appreciate WSDOT's partnership throughout this process. We look forward to continued collaboration as we evaluate the corridor and determine whether a formal designation is appropriate.

Should you have any questions or wish to discuss this effort further, please contact Public Works Director Maria Serra at (509) 544-4125 or serram@pasco-wa.gov.

Thank you for your continued partnership and commitment to transportation safety within our community.

Sincerely,

Mayor Charles Grimm

Pasco City Council

Regular Meeting

July 6, 2026



Pasco City Council



**Crash Prevention Zone Letter
for the US 12 Corridor
between “A” Street and
Tank Farm Road**

July 6, 2026

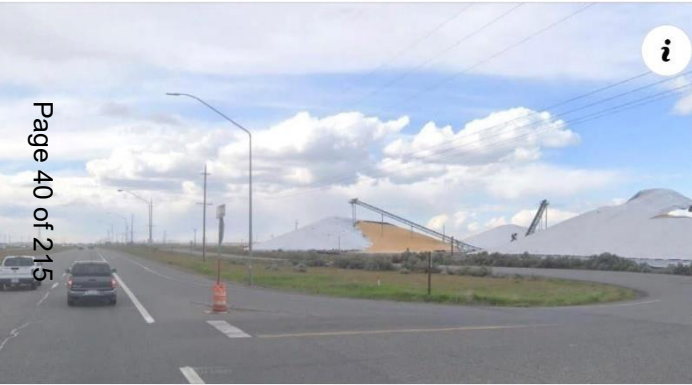


City of
Pasco
Washington

US 12 Corridor between "A" Street and Tank Farm Road

NonStop LOCAL NBC Right Now  18m ·   

A car attempting to turn onto Tank Farm Road failed to yield the right of way and struck an oncoming motorcycle, sending the motorcyclist to Kadlec Regional Medical Center.



nbcrightnow.com
Pasco crash on Highway 12 sends motorcyclist to hospital

Page 40 of 215

Apple Valley News Now  2h · 

  **MULTI-VEHICLE CRASH** at Tank Farm Rd and Highway 12 in Pasco. WB lanes down to single lane. Semi vs car. There are injuries. Unknown how severe. Details on the way.




Crash in Pasco claims life of Burbank woman, driver charged with failure to yield

Mark Rattner NonStop Local Digital Journalist Sep 22, 2025



US-12 and Sacajewea Park Road in Pasco, location of deadly crash on September 22, 2025. Photo taken: June 2023 (Google Street View)

LOCAL
Highway 12 crash sends three to Tri-Cities hospitals
By Tri-City Herald
July 12, 2019 7:25 PM  Gift Article



The driver and passenger in this Chevrolet Tahoe were taken to Lourdes Medical Center in Pasco. Courtesy Washington State Patrol

WSP identify man who died in crash on US12 Wednesday morning, truck driver pending charges

Morgan Huff Jan 29, 2025 Updated Apr 22, 2026



Fur Die Drive

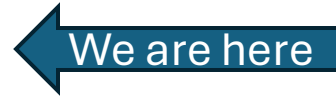
Recent Legislation: SB 6066

SB 6066 created the legal framework for “crash prevention zones” (CPZs), a designation that enables cities, counties, and WSDOT to target road segments with documented patterns of serious-injury and fatal crashes for enhanced enforcement, engineering review, and dedicated safety investment.



The CPZ Process

- Begin Coordination with WSDOT
- Further Coordination with WSDOT
- Review and amend PMC 10.31
- Hold a Public Hearing: Tentatively proposed in late July
- Formal Council Action: After Public Hearing
- Establish the Local CPZ Account: Immediately post-hearing
- Additional post-hearing items within 30 days



Tank Farm Road intersection



Proposed Letter

- Addressed to Brian White, WSDOT Regional Administrator
- To be signed by Mayor Grimm
- Notifies WSDOT of Pasco's intent to commence the CPZ Process
- Indicates continuing coordination with WSDOT
- States intent to conduct public outreach and public hearing processes prior to formal action
- Recognizes and appreciates partnership with WSDOT on US 12



Next Steps

- Further Coordination with WSDOT
- Review and amend PMC 10.31
- Hold a Public Hearing: Tentatively proposed in late July
- Formal Council Action: After Public Hearing
- Establish the Local CPZ Account: Immediately post-hearing
- Conduct the Engineering and Traffic Investigation: Within 30 days of designation
- Deploy Signage and Enforcement: 30 days post designation
- Law Enforcement Coordination: 30 post designation
- Monitor Performance and Plan for Zone Dissolution: ongoing until improvements are implemented.



City of
Pasco



Questions?

AGENDA REPORT

FOR: City Council June 24, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 7/6/26
FROM: Brent Cook, Police Chief
Police Department
SUBJECT: Resolution No. 4758 - Interagency Agreement with the Washington State Criminal Justice Training Commission

I. ATTACHMENT(S):

Resolution
Interagency Agreement
Assistant Commander Agreement
TAC Officer Agreement
Part-Time Instructor Agreement

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No.4758, authorizing the City Manager to execute an interagency agreement between the Washington State Criminal Justice Training Commission and the City of Pasco for the provision of facilities and personnel support for the Basic Law Enforcement Academy.

III. FISCAL IMPACT:

The Interagency Agreement is structured as a reimbursement-based agreement under RCW 39.34.

All eligible costs incurred by the City of Pasco for staffing, instruction, facilities, and related academy operations will be reimbursed by WSCJTC in accordance with the terms of the agreement.

IV. HISTORY AND FACTS BRIEF:

Background:

The Washington State Criminal Justice Training Commission (WSCJTC) is authorized under Chapter 43.101 RCW to provide training standards and programs for criminal justice personnel.

The City of Pasco, through the Pasco Police Department, partners with WSCJTC to host the Basic Law Enforcement Academy (BLEA) at the Southeast Regional Campus.

The proposed agreements formalize three primary components:

1. Interagency (Umbrella) Agreement

- Term: July 1, 2026 – June 30, 2028
- Establishes Pasco as a host site for BLEA
- Requires the City to provide facilities and support staffing
- Provides Pasco priority access to academy seats for recruitment
- Establishes reimbursement for eligible costs

2. Secondary Agreements

- TAC Officer Agreement (full-time assignment)
- Assistant Commander (full-time assignment)
- Part-Time Instructor Agreement
- Defines specific roles, responsibilities, and reimbursement for personnel supporting academy operation.

Impact (other than fiscal)

Approval of these agreements will:

- Maintain a regional BLEA training site in Pasco
- Improve recruitment by providing local academy access
- Strengthen partnerships with regional law enforcement agencies
- Support statewide law enforcement training capacity
- Enhance operational readiness through consistent training delivery

V. DISCUSSION:

Recommendation:

Staff recommends adoption of the resolution authorizing the City Manager to execute the Interagency Agreement with the Washington State Criminal Justice Training Commission for operation of BLEA classes at the Pasco Police Department Regional Training Campus.

Constraints (time or other considerations):

The agreement term aligns with state fiscal years and BLEA scheduling requirements. Timely approval is necessary to ensure continuity of academy operations and scheduling of upcoming BLEA sessions.

Next Steps:

- Upon Council approval, the City Manager will execute the Interagency Agreement.
- Pasco Police Department will coordinate with WSCJTC to finalize BLEA scheduling and staffing.
- BLEA classes will be conducted in accordance with the agreement terms and audited as required.

Alternatives:

1. Decline to approve the resolution, resulting in BLEA training not being hosted at the Pasco Police Department Regional Training Campus.
2. Direct staff to renegotiate specific terms of the agreement and return to Council for future consideration.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION AND THE CITY OF PASCO FOR THE PROVISION OF FACILITIES AND PERSONNEL SUPPORT FOR THE BASIC LAW ENFORCEMENT ACADEMY.

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

WHEREAS, the Washington State Criminal Justice Training Commission (WSCJTC) is authorized under Chapter 43.101 RCW to provide criminal justice training; and

WHEREAS, the City of Pasco has the facilities and operational capacity to support Basic Law Enforcement Academy (BLEA) training at the Southeast Regional Campus ; and

WHEREAS, the proposed agreement provides reimbursement to the City for personnel, facilities, and associated operational costs, and supports regional law enforcement training and recruitment efforts; and

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 Interagency Agreement between the Washington State Criminal Justice Training Commission and the City of Pasco; a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**; and

Be It Further Resolved, that the City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to sign and execute said Agreement on behalf of the City of Pasco.

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



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Jerrell C. Wills, Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No.

This agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the “WSCJTC”, and the Pasco Police Department, a Law Enforcement Agency, located in Pasco, WA, hereinafter referred to as the “Agency”.

Whereas the WSCJTC, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Agency has the ability to provide services and facilities for the purposes of administering Basic Training Academies, including the Basic Law Enforcement Academy, hereinafter referred to as “BLEA”; and

Now, therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This Agreement shall commence on the 1st day of July, 2026 and terminate on the 30th day of June, 2028, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Coordination

WSCJTC will notify the Agency of their desire for the Agency to host and administer a Basic Training Academy. WSCJTC will collaborate with the Agency to coordinate sessions agreeable to both parties. The Agency may only host academy sessions which are preapproved by the WSCJTC.

3. Management and Oversight

Services performed under the terms of this Agreement shall be under the direct command and control of the WSCJTC and shall ensure that the duties of the Agreement will be performed in a manner consistent with WSCJTC policies and procedures, applicable state and local laws, and the Constitutions of the State of Washington and the United States.

4. Full-Time Assistant Commander

The Agency shall support the WSCJTC’s efforts in recruiting the full-time services of one (1) commissioned Peace Officer to serve as the Assistant Commander for the purpose of managing and overseeing the daily operations of the Basic Training Academies held at the Southeast Regional Campus. The WSCJTC will select, approve, and appoint the Assistant Commander in collaboration with the Agency. The WSCJTC reserves final approval of all candidates without cause. This assignment will be memorialized in a Secondary Agreement.

5. Full-Time Teacher, Administrator, Counselor (TAC) Officers

The Agency shall support the WSCJTC's efforts in recruiting the full-time services of three (3) commissioned Peace Officers to serve as TAC Officers for the purpose of administering, conducting, and presenting the Basic Training Academies held at the Southeast Regional Campus. The WSCJTC will select, approve, and appoint the TAC Officers in collaboration with the Agency. The WSCJTC reserves final approval of all candidates without cause. If necessary, the Agency will be responsible for providing Agency officers to serve in these positions. Any period with fewer than three (3) staff provided may not exceed 60 days. These assignments will be memorialized in Secondary Agreements.

6. Part-Time Instructors

The Agency may provide to WSCJTC the part-time services of on-duty and qualified Agency or active regional law enforcement personnel (hereinafter referred to as "Instructors") to provide academy instruction and instructional support. These part-time instructors must be approved by the WSCJTC Regional Academies Commander prior to instructing WSCJTC courses. Assignments will be submitted to the WSCJTC Regional Academies Commander for approval. This agreement will be memorialized in a Secondary Agreement.

7. Additional Training

The WSCJTC agrees to provide training opportunities to the Agency's personnel to ensure a sufficient cadre of instructors. The WSCJTC accepts responsibility for all training-related costs, including travel expenses (at applicable per-diem rates determined by the Office of Financial Management). All requests for training must receive prior approval by the WSCJTC.

8. Administrative Support

WSCJTC will provide part-time administrative support for the administration and management of the Basic Training Academies.

9. Facilities

The Agency will provide the necessary facilities to successfully conduct the Basic Training Academies. Such facilities include, but are not limited to:

- Office Space for a full-time Assistant Commander, including but not limited to:
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
- Office Space for three (3) full-time TAC Officers, including but not limited to:
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
- Office Space for one (1) full-time WSCJTC employee, including but not limited to:
 - a) Office Phone
 - b) High Speed Internet connection
 - c) Office furniture
- Classroom space
- Gym space

- Locker rooms
- Firearms range

10. First Right of Refusal for Recruits

WSCJTC agrees to grant first right of refusal to the Agency or active Southeast Regional partners for up to eight (8) seats in each BLEA class held at the Southeast Regional Campus for up to six (6) weeks prior to the start date of each class. These seats may only be filled by applicants from the Agency and the Agency may not assign seats to applicants from another organization. Any additional applicants will be processed in accordance with the policies and procedures of the WSCJTC.

11. Provision of Materials, Services, and Supplies

Through the Washington State purchasing process, WSCJTC will provide materials, services, and supplies necessary for the operation of academy sessions, unless otherwise agreed to by the Agency and WSCJTC.

12. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

13. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services or facilities were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail

WSCJTC

Attn: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail

btdaccounting@cjtc.wa.gov

14. Records Maintenance

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties, without first

giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

15. Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

16. Termination of Agreement

This Agreement may be terminated in part or whole without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement in part or whole upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in Section 9a herein.

17. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

18. Indemnification/Hold Harmless

Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance agreement(s).

19. Venue Stipulation

This Agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

20. Assignment

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

21. Disputes

In the event a dispute arises under this Agreement which the parties are unable to resolve, they may allow the dispute to be decided by a Dispute Panel of three (3) members. Upon the written agreement of both parties to convene a Dispute Panel, the members would be appointed in the following manner: Each party to this Agreement shall appoint one (1) member, and the parties shall jointly appoint one (1) additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and decide the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for the services of the Dispute Panel.

22. Order of Precedence

In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.

23. Waiver

A failure by either party to exercise its rights under this Agreement shall not prevent that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

24. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

25. Rights in Data

Material created from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; The WSCJTC may disclose such documents in accordance with the PRA.

26. Notices

All notices given herein shall be in writing and shall be sent by electronic mail to the parties at their recognized business addresses.

27. Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

28. Contact Information

Each party shall designate one or more contact points to facilitate communications between the Parties on any matter covered by this Agreement.

Agency

Operations

Name, Title
Email Address
Phone Number

WSCJTC

Operations

Paul Bakala, Regional Academies Commander
paul.bakala@cjtc.wa.gov
(206) 887-2563

Contract Administration

Name, City Manager
Email Address
Phone Number

Contract Administration

Holly White, Contract Specialist
holly.white@cjtc.wa.gov
(206) 758-1205

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Dignitary Name, Title
Agency Name
Date

Jerrell C. Wills,
Interim Executive Director
Criminal Justice Training
Commission
Date

Dignitary Name, Title
Agency Name
Date

Approved as to form:

Attest:

Name, Title
Agency Name
Date

Name, Title
Agency Name
Date

- cc: Interagency Administrator, Agency Name
Paul Bakala, Regional Academies Commander, WSCJTC
Brian Elliott, Fiscal Manager, WSCJTC
Francesca Heard, Budget Unit Manager, WSCJTC
Dave Miller, Assistant Director, WSCJTC



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Jerrell C. Wills, Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No.

This agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the “WSCJTC”, and the Pasco Police Department, hereinafter referred to as the “Agency”.

Whereas the WSCJTC, pursuant to Chapter 43.101 RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas Charles (Chad) Acock is employed by the Agency as an employee, holding the position of Officer therein; and

Whereas the Agency has the ability to provide the full-time services of Charles (Chad) Acock, hereinafter referred to as the “TAC Officer”, for the purposes of administering and conducting Basic Training Academies, including the Basic Law Enforcement Academy, hereinafter referred to as “BLEA”; and

Now therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This Agreement shall commence on the 1st day of July, 2026 and terminate on the 30th day of June, 2029, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Full-Time TAC Officer

The Agency shall provide the full-time services of a TAC Officer to the WSCJTC for the purpose of administering, conducting, and presenting the Washington State Basic Training Academies held at the Southeast Regional Campus. Such services may include, but not be limited to:

- Being familiar with, and adhering to, the policies and procedures of the Basic Training Division and the WSCJTC
- Coordinating with the Assistant Commander to ensure that all training materials and equipment are available and ready for use and are in good working order
- Being familiar with the course lesson plan prior to instruction
- Participating in course briefing and debriefing
- Providing instruction and delivering written and practical exercises in assigned courses as prescribed in the course lesson plan(s)
- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics

- Maintaining accurate student attendance and performance records as required
- Ensuring that all equipment used in the instruction are properly stored and/or cleaned upon the completion of instruction and any damaged or dysfunctional equipment is reported to the Assistant Commander, or their designee, as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

a. Payment for TAC Officer

WSCJTC will reimburse to the Agency the full salary, and overtime worked in service to the WSCJTC, of the TAC Officer, including all benefits and all increases to said salary or benefits, during the period of the TAC Officer's service to the WSCJTC as a TAC Officer. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

3. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

4. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail

WSCJTC

Attn: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail

btdaccounting@cjtc.wa.gov

5. Agreements Outside of this Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties concerning the matters addressed in this Agreement. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

6. Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

7. Termination of Agreement

This Agreement may be terminated in part or whole without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement in part or whole upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in Section 2a herein.

8. Health and Safety

To protect the health and safety of WSCJTC and the students of WSCJTC, the TAC Officer understands that the WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission, including submitting to infectious disease testing when directed to do so by the WSCJTC and submitting the results to the WSCJTC's confidential appointee. Failure to abide by these requirements may result in their release from WSCJTC's service and termination of the Agreement as set forth in Section 8 herein.

9. Employment Obligations of Parties

The Agency agrees to pay to the TAC Officer the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the Agency during the period of their services herein under. Additionally, the Agency agrees to extend to the TAC Officer all rights, privileges, and benefits attendant to and resulting from their employment by the Agency, including any and all promotional opportunities otherwise available to them. The Agency further agrees that upon completion and conclusion of the TAC Officer's service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, they will be returned and reinstated to the Agency at the same or equal commissioned rank or position which they held on the beginning date of this Agreement.

The WSCJTC agrees to complete all necessary evaluation and documentation regarding the TAC Officer during the period of their service herein under and as required by the Agency. The Agency reserves the right to discipline the TAC Officer for any violation of the Agency's rules in the same manner as other Agency employees. The WSCJTC additionally agrees to provide the TAC Officer a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the Agency.

10. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. Indemnification/Hold Harmless

Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance agreement(s).

12. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of the TAC Officer while acting in performance of this Agreement, the Agency agrees to extend to the TAC Officer medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the Agency.

13. Venue Stipulation

This Agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

14. Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.

15. Compliance with Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the WSCJTC and the Agency, including merit system rules.

16. Rights in Data

Material created from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; The WSCJTC may disclose such documents in accordance with the PRA.

17. Notices

All notices given herein shall be in writing and shall be sent by electronic mail to the parties at their recognized business addresses.

18. Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice Training Commission Pasco Police Department, Washington

Jerrell Wills, Interim Executive Director Criminal Justice Training Commission 19010 1st Avenue South Burien, Washington 98148	Date	Dignitary Name, Title Agency Name Address	Date
--	------	--	------

- cc: Charles (Chad) Acock, Officer, Pasco PD
Paul Bakala, Regional Academies Commander, WSCJTC
Brian Elliott, Fiscal Manager, WSCJTC
Francesca Heard, Budget Unit Manager, WSCJTC
Dave Miller, Assistant Director, WSCJTC
Holly White, Contracts Specialist, WSCJTC



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Jerrell C. Wills, Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No.

This agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the “WSCJTC”, and the Agency Name, hereinafter referred to as the “Agency”.

Whereas the WSCJTC, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Agency has the ability to provide the part-time services of Agency personnel, hereinafter referred to as “Instructors”, for the purposes of administering Basic Training Division Courses, including the Basic Law Enforcement Academy, hereinafter referred to as “BLEA”;

Now, therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This Agreement shall commence on the 1st day of July, 2026 and terminate on the 30th day of June, 2028, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Part-Time Instructors

The Agency may provide to the WSCJTC the part-time services of on-duty and qualified Agency or active regional law enforcement personnel to provide academy instruction and instructional support. These part-time Instructors must be approved by the WSCJTC Regional Academies Commander prior to instructing WSCJTC courses. Assignments will be submitted to the WSCJTC Regional Academies Commander for approval. Such services may include, but not be limited to:

- Being familiar with, and adhering to, the policies and procedures of the Basic Training Division and the WSCJTC
- Coordinating with the Assistant Commander to ensure that all training materials and equipment are available and ready for use and are in good working order
- Being familiar with the course lesson plan prior to instruction
- Participating in course briefing and debriefing
- Providing instruction and delivering written and practical exercises in assigned courses as prescribed in the course lesson plan(s)
- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics
- Maintaining accurate student attendance and performance records as required

- Ensuring that all equipment used in the instruction are properly stored and/or cleaned upon the completion of instruction and any damaged or dysfunctional equipment is reported to the Assistant Commander, or their designee, as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

a. Payment for Part-Time Instructors

WSCJTC will reimburse the Agency for the payment of part-time Instructors, who are the Agency’s employees or active regional law enforcement personnel. The hourly rate assigned to each instructor will be based on the WSCJTC Contractor Pay Scale. WSCJTC will notify the Agency upon the approval of any revision to the pay scale. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

The Agency will send detailed invoices to WSCJTC at the end of each month that include the following:

- Appropriate Statewide Vendor Number
- Instructor Name
- Subject taught
- Dates and hours worked
- Dollar amount
- Academy session number

3. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

4. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail:

WSCJTC

Attn: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail:

btdaccounting@cjtc.wa.gov

5. Agreements Outside of This Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties concerning the matters addressed in this Agreement. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set

forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

6. Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

7. Termination of Agreement

This Agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement in part or whole upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section 2a herein.

8. Health and Safety

To protect the health and safety of WSCJTC and students of the WSCJTC, the Instructors understand that the WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission, including submitting to infectious disease testing when directed to do so by the WSCJTC and submitting the results to the WSCJTC's confidential appointee. Failure to abide by these requirements may result in their release from WSCJTC's service and termination of the Agreement as set forth in section 7 herein.

9. Employment Obligations of Parties

The Agency agrees to pay to the Instructors the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the Agency during the period of their services herein under. Additionally, the Agency agrees to extend to the Instructors all rights, privileges, and benefits attendant to and resulting from their employment by the Agency, including any and all promotional opportunities otherwise available to them.

10. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. Indemnification/Hold Harmless

Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance agreement(s).

12. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of any employee of the Agency's while acting in performance of this Agreement, the Agency agrees to extend to the instructor medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the Agency.

13. Venue Stipulation

This Agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

14. Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.

15. Compliance with Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the WSCJTC and the Agency, including merit system rules.

16. Rights in Data

Material created from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; the WSCJTC may disclose such documents in accordance with the PRA.

17. Notices

All notices given herein shall be in writing and shall be sent by electronic mail to the parties at their recognized business addresses.

18. Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice Training Commission Pasco Police Department, Washington

Jerrell Wills,	Date	Dignitary Name,	Date
Interim Executive Director Criminal Justice Training Commission 19010 1st Avenue South Burien, Washington 98148		Title Agency Name Address	

- cc: Paul Bakala, Regional Academies Commander, WSCJTC
- Brian Elliott, Fiscal Manager, WSCJTC
- Francesca Heard, Budget Unit Manager, WSCJTC
- Dave Miller, Assistant Director, WSCJTC
- Holly White, Contracts Specialist, WSCJTC



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Jerrell C. Wills, Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • www.cjtc.wa.gov

INTERAGENCY AGREEMENT No.

This agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the Washington State Criminal Justice Training Commission, hereinafter referred to as the “WSCJTC”, and the Pasco Police Department, a Law Enforcement Agency, located in Pasco, WA, hereinafter referred to as the “Agency”.

Whereas the WSCJTC, pursuant to Chapter 43.101 RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas Rodrigo Pruneda is employed by the Agency as an employee, holding the position of Sergeant therein; and

Whereas the Agency has the ability to provide the full-time services of Rodrigo Pruneda, hereinafter referred to as the “Assistant Commander”, for the purposes of administering and conducting Basic Training Academies, including the Basic Law Enforcement Academy, hereinafter referred to as “BLEA”; and

Now therefore, for and in consideration of the mutual promises set forth hereafter, the parties hereto mutually agree as follows:

1. Term

This Agreement shall commence on the 1st day of July, 2026 and terminate on the 30th day of June, 2028, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

2. Full-Time Assistant Commander

The Agency shall provide the full-time services of the Assistant Commander to the WSCJTC for the purpose of managing, operating, and overseeing the daily operations of the Washington State Basic Training Academies held at the Southeast Regional Campus.

The responsibilities of the Assistant Commander include, but are not limited to:

- Managing and supervising TAC staff and instructors taking part in the delivery, implementation, coaching, and evaluation of recruit training
- Tracking and confirming all regular and overtime hours accrued by TAC staff and instructors participating in the delivery, implementation, coaching, and evaluation of recruit training
- Managing academy schedules by coordinating the day-to-day academy activities, including making instructor assignments and facility reservations, as required by the academy curriculum
- Acting as a liaison with the Agency’s staff and venues
- Supporting the WSCJTC Regional Commander’s management of the academy budget
- Managing and overseeing equipment and supply inventory

The Assistant Commander provides academy instruction and instructional support. Such services may include, but not be limited to:

- Being familiar with, and adhering to, the policies and procedures of the Basic Training Division and the WSCJTC
- Coordinating with instructors to ensure that all training materials and equipment are available and ready for use and are in good working order
- Being familiar with the course lesson plan prior to providing instruction
- Participating in course briefing and debriefing
- Providing instruction and delivering written and practical exercises in assigned courses as prescribed in the course lesson plan(s)
- Supporting and assisting with practical training exercises
- Tutoring/counseling academy attendees
- Proctoring recruit testing to ensure compliance with established expectations
- Evaluating recruit performance in accordance with established rubrics
- Maintaining accurate student attendance and performance records as required
- Ensuring that all equipment used in the instruction is properly stored and/or cleaned upon the completion of instruction, and any damaged or dysfunctional equipment is reported as soon as possible after the training session
- Suggesting revisions to academy programs and curriculum in accordance with the policies and procedures of the WSCJTC to ensure that all materials are current, relevant, and rigorous

a. Payment for Assistant Commander

WSCJTC will reimburse to the Agency the full salary, and overtime worked in service to the WSCJTC, of the Assistant Commander, including all benefits and all increases to said salary or benefits, during the period of the Assistant Commander’s service to the WSCJTC as the Assistant Commander. WSCJTC shall pay said reimbursement amount upon submission by the Agency of an invoice to WSCJTC.

3. Payment

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. All costs shall be reimbursed monthly, when applicable.

4. Billing Procedures

The Agency shall submit an invoice to WSCJTC at the end of each month in which services were provided. WSCJTC shall pay the Agency for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:

Registered Mail

WSCJTC

Attn: Basic Training Division

19010 1st Ave S

Burien, WA 98148

Electronic Mail

btdaccounting@cjtc.wa.gov

5. Agreements Outside of this Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties concerning the matters addressed in this Agreement. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

6. Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

7. Termination of Agreement

This Agreement may be terminated in part or whole without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement in part or whole upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the Agency will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in Section 2a herein.

8. Health and Safety

To protect the health and safety of WSCJTC and its students, the Assistant Commander understands that the WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place to carry out its mission, including submitting to infectious disease testing when directed to do so by the WSCJTC, and submitting results to the WSCJTC's confidential appointee. Failure to abide by these requirements may result in their release from WSCJTC's service and termination of the Agreement as set forth in Section 8 herein.

9. Employment Obligations of Parties

The Agency agrees to pay to the Assistant Commander the full salary and benefits, including all increases to said salary and benefits, accruing to them as employees of the Agency during the period of their services herein under. Additionally, the Agency agrees to extend to the Assistant Commander all rights, privileges, and benefits attendant to and resulting from their employment by the Agency, including any and all promotional opportunities otherwise available to them. The Agency further agrees that upon completion and conclusion of the Assistant Commander's service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, they will be returned and reinstated to the Agency at the

same or equal commissioned rank or position which they held on the beginning date of this Agreement.

The WSCJTC agrees to complete all necessary evaluation and documentation regarding the Assistant Commander during the period of their service herein under and as required by the Agency. The Agency reserves the right to discipline the Assistant Commander for any violation of the Agency's rules in the same manner as other Agency employees. The WSCJTC additionally agrees to provide the Assistant Commander a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the Agency.

10. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

11. Indemnification/Hold Harmless

Each party shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of their authority and within the scope of the performance agreement(s).

12. Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of the Assistant Commander while acting in performance of this Agreement, the Agency agrees to extend to the Assistant Commander medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the Agency.

13. Venue Stipulation

This Agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

14. Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.

15. Compliance with Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the WSCJTC and the Agency, including merit system rules.

16. Rights in Data

AGENDA REPORT

FOR: City Council May 26, 2026
TO: Harold Stewart, City Manager City Council Regular
Meeting: 7/6/26
FROM: Craig Raymond, Deputy Director
Community & Economic Development
SUBJECT: *Resolution No. 4762 - Setting a Date to Consider a Notice of Intent to
Commence Annexation Proceedings for Goodwin Annexation (ANX
2026-002) (3 minute staff presentation)

I. ATTACHMENT(S):

Resolution
Exhibit A
Exhibit B
Vicinity Map
Notice of Intent to Commence Annexation
AFN 456145
Power Point

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4762, setting 7:00 PM on July 20, 2026, as the time and date for a public meeting with the initiators to consider the Goodwin Notice of Intent to Commence Annexation for Parcel No. 118180157 (Parcel 1 of AFN 456145), located south of Harris Road and north of Interstate 182, southwest of the future Road 108 and Harris Road intersection, in Section 18, Township 9 North, Range 29 E.W.M.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

Annexation Process Overview

Pursuant to Chapter 35A.14 RCW, annexation is the legislative process by which a code city expands its municipal boundaries to incorporate contiguous unincorporated territory. Under the Washington State Growth Management Act

(GMA), territory proposed for annexation must be located within the county-designated Urban Growth Area (UGA), where urban development and the extension of municipal services are anticipated. Annexation allows the City to extend municipal services, apply City regulations, and incorporate the territory into the City's jurisdictional boundaries.

The City of Pasco utilizes the "Direct Petition Method," also referred to as the "60 Percent Petition Method," for annexation proceedings pursuant to RCW 35A.14.120 through RCW 35A.14.150. This is the most commonly used annexation method for first-class and code cities in Washington State. Under this process, annexation may proceed when property owners representing at least sixty percent (60%) of the assessed valuation of the area proposed for annexation petition the City to annex the area.

To initiate the process, property owners representing not less than ten percent (10%) of the assessed valuation within the proposed annexation area must submit a written notice of intent to commence annexation proceedings to the City Council. Following receipt of the notice, City staff reviews the proposal for procedural sufficiency and consistency with applicable statutory requirements.

Once the initial ten percent (10%) threshold has been verified, staff begins coordination with affected agencies, utility providers, and internal City departments. Although not required by state law at this stage, the City typically notifies the Washington State Office of Financial Management (OFM) early in the process to facilitate coordination regarding future jurisdictional, service, and taxation changes.

Following preliminary review and agency coordination, the City Council is required to take the next action in the annexation process.

Pursuant to RCW 35A.14.120, the City Council is required to set a meeting date with the initiating parties within sixty (60) days of receiving the notice of intent. At that meeting, the City Council may:

- Accept, reject, or geographically modify the proposed annexation area;
- Determine whether the annexation area will assume all or a portion of existing City indebtedness; and
- Determine whether the simultaneous adoption of zoning regulations for the annexation area will be required pursuant to RCW 35A.14.330 and RCW 35A.14.340.

If the City Council elects to move forward with the proposal, staff coordinates with the applicants to complete the formal annexation petition process. At this stage, the petition must be signed by property owners representing at least sixty percent (60%) of the assessed valuation within the annexation area. In some instances, applicants submit signatures representing one hundred

percent (100%) of the assessed valuation during the initial ten percent (10%) notice phase, which can streamline the overall process.

Following receipt of the formal petition, the City is generally required to transmit the petition and supporting materials to the Franklin County Assessor's Office within three working days for certification of sufficiency. In cases where petition signatures exceeding the required sixty percent (60%) threshold are submitted during the initial stages of the process, staff may defer transmittal of the petition to the Franklin County Assessor's Office until after the City Council has determined whether to proceed with the proposed annexation. This approach helps avoid unnecessary review should the Council decline to move forward with the proposal.

Concurrent with annexation review, the City processes zoning for the annexation area. The zoning designation is typically reviewed through a public hearing before the Hearing Examiner, who forwards a recommendation to the City Council. Whenever feasible, the zoning recommendation is scheduled concurrently with the annexation public hearing to streamline the review process.

After the petition has been certified as legally sufficient, the City Council may conduct a public hearing on the proposed annexation. Following the public hearing and consideration of the record, the City Council may adopt an annexation ordinance and subsequently establish zoning for the annexed area consistent with applicable state law and City regulations.

Following approval of the annexation ordinances, the City completes required notifications to the Office of Financial Management, Franklin County, utility providers, emergency service providers, and other affected agencies. Additional notifications and updates related to census geography, taxation boundaries, and jurisdictional mapping are completed as required.

Background

On May 22, 2026, Daisy Harris with Core States, on behalf of Larry and Malvina Goodwin, submitted a Notice of Intention to Commence Annexation Proceedings (10 Percent Petition) for the annexation of Parcel No. 118180157 (Parcel 1 of AFN 456145), located in Franklin County, Washington.

The subject property is generally located south of Harris Road and north of Interstate 182, southwest of the future Road 108 and Harris Road intersection, within Section 18, Township 9 North, Range 29 E.W.M.

Staff reviewed the Notice of Intent and determined that it contains sufficient signatures to initiate annexation proceedings. Pursuant to RCW 35A.14.120, the notice must contain signatures from property owners representing at least

ten percent (10%) of the assessed valuation within the annexation area. The submitted Notice of Intent appears to include signatures representing approximately one hundred percent (100%) of the assessed valuation within the annexation area.

Following receipt of the Notice of Intent, staff initiated coordination and provided notice to affected agencies, utility providers, and internal City departments, including the Franklin County Planning and Building Department, Franklin County Public Works Department, Franklin County Treasurer and Assessor, the City of Pasco Public Works Department and Engineering Division, and applicable utility providers.

Impact (Other than fiscal)

At this time, the proposal is limited to scheduling a future meeting with the initiating party to consider: (1) whether the City will accept, reject, or geographically modify the annexation area; (2) whether simultaneous adoption of zoning regulations for the area will be required; and (3) whether the annexation area will assume all or a portion of existing City indebtedness. No final decisions regarding annexation, zoning, or indebtedness are being made at this stage of the process.

If annexed, the property would become subject to applicable City regulations, service provisions, and development standards. The property is currently designated Medium Density Residential under the Broadmoor Master Plan.

V. DISCUSSION:

Recommendation

Staff recommends setting 7:00 PM on July 20, 2026, as the date and time for a City Council public meeting with the initiating party to consider the Goodwin Notice of Intent to Commence Annexation for the subject property.

Constraints (Time or other considerations)

Pursuant to RCW 35A.14.120, the City Council must meet with the initiating parties within sixty (60) days of receiving a valid Notice of Intent to Commence Annexation Proceedings. The proposed July 20, 2026 meeting satisfies this statutory requirement.

Staff Analysis

The purpose of this agenda item is not to approve the annexation, but rather to establish the date of the statutorily required meeting with the initiating parties.

The direct petition method of annexation is a two-step process that begins with the submittal of a Notice of Intention to Commence Annexation Proceedings, followed at a later stage by the submittal and consideration of a formal

annexation petition meeting the statutory valuation threshold requirements.

The current request is limited to establishing a date for the City Council to meet with the initiating parties regarding the proposed annexation. No action on the annexation itself is being requested at this time.

Next Steps

If the resolution is approved, the City Council will meet with the initiating parties on July 20, 2026 to consider whether the annexation process should proceed and to establish any conditions related to zoning and indebtedness.

Subsequent annexation processing will be dependent upon City Council direction and compliance with applicable state law.

Alternatives

State law requires the City Council to establish a meeting date with the initiating parties within sixty (60) days of receiving a valid Notice of Intent. Accordingly, staff has not identified an alternative recommendation for this action.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, SETTING 7:00 PM JULY 20, 2026 AS THE TIME AND DATE FOR A MEETING TO CONSIDER THE GOODWIN NOTICE OF INTENT TO COMMENCE ANNEXATION OF PARCEL NO. 118180157 (PARCEL 1 OF AFN 456145), PROPERTY LOCATED SOUTH OF HARRIS ROAD AND NORTH OF INTERSTATE 182, SOUTHWEST OF THE FUTURE ROAD 108 AND HARRIS ROAD INTERSECTION, IN SECTION 18, TOWNSHIP 9 NORTH, RANGE 29 E.W.M.

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 annex lands; and

WHEREAS, pursuant to RCW 35A.14.120, prior to the City circulating a petition to annex, notice of intent to commence annexation must be made to the Pasco City Council by the owners of at least ten (10) percent of the assessed value of the property to be annexed; and

WHEREAS, the owners of property in a portion of Parcel No. 118180157 (Parcel 1 of AFN 456145), have filed a Notice of Intent to Commence Annexation to the City of Pasco; and

WHEREAS, pursuant to RCW 35A.14.120 the Notice of Intent to Commence Annexation contains the signatures of property owners representing at least ten (10) percent of the assessed value of an area proposed for annexation; and

WHEREAS, upon receipt of a Notice of Intent to Commence Annexation the Council is required by RCW 35A.14.120 to set a date to hold a meeting to consider: (1) whether the City will accept, reject, or geographically modify the proposed annexation; (2) whether it will require the simultaneous adoption of a proposed zoning regulation; and (3) whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

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

That a meeting with the initiating party to consider a Notice of Intent to Commence Annexation of Parcel No. 118180157 (Parcel 1 of AFN 456145), as described in **Exhibit A** and depicted in **Exhibit B**, attached hereto, will be held before the City Council of the City of Pasco, in the Council Chambers, at 525 North Third Avenue, Pasco, Washington, at the hour of 7:00 p.m., July 20, 2026.

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

PASSED by the City Council of the City of Pasco, Washington, on this 6th day of July, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez
City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

EXHIBIT "A"

Legal Description

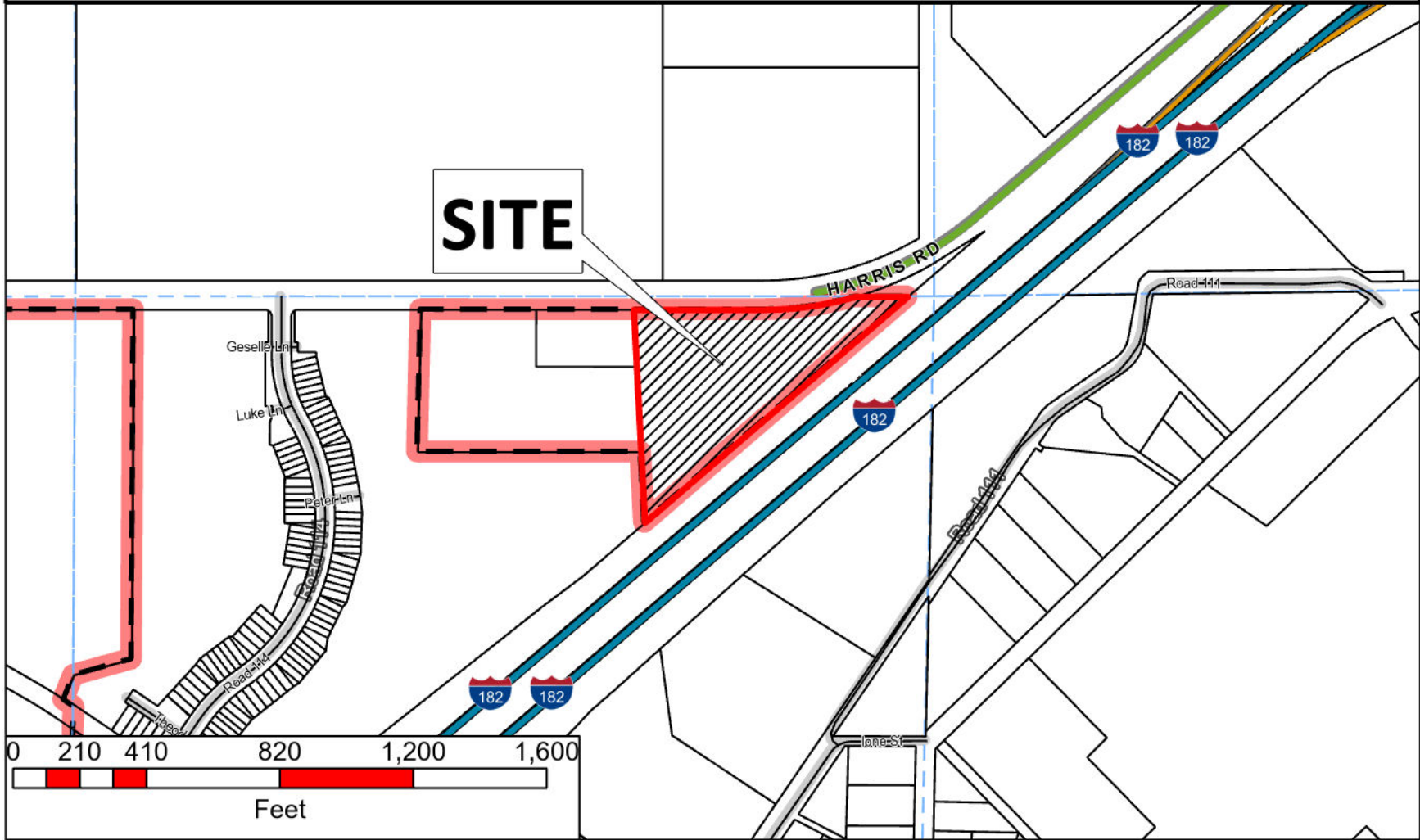
For APN/Parcel ID(s): 118180157

That portion of the Northeast Quarter of the Northwest Quarter of Section 18, Township 9 North, Range 29 East, W.M., records of Franklin County, Washington lying Northwesterly of the Northwesterly margin of State Highway SR 182 right of way and Easterly of the following described line:

Beginning at a point on the North line of said Section which is 1711.47 feet East, as measured along said North line, from the Northwest corner thereof, said point being the True Point of Beginning; thence South 03°04' East a distance of 654.59 feet to intersect the Northwesterly right of way line of State Highway SR 182 and the terminus of said line EXCEPT Harris Road right of way along the North line thereof

"Exhibit B"

Item: Parcel 118180157 Annexation NOI 10%
Applicant(s): Larry & Malvina Goodwin
File #: ANX2026-002



Vicinity Map

Item: Parcel 118180157 Annexation NOI 10%
Applicant(s): Larry & Malvina Goodwin
File #: ANX2026-002



NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEDURES

TO: The City Council of the City of Pasco
525 North Third Avenue
Pasco, Washington 99301

Council Members:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Pasco that it is the desire of the undersigned owners of the following area to commence annexation proceedings.

The property herein referred to is described on Exhibit "1" attached hereto and is depicted on Exhibit "2" further attached hereto.

It is requested that the City Council of the City of Pasco set a date not later than sixty days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation; and,
- (2) Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed; and,
- (3) Whether the City Council will require simultaneous zoning.


This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention.

NAME

Larry Goodwin, Malvina Goodwin

MAILING ADDRESS, CONTACT EMAIL, PHONE NUMBER

92506 N. HARRINGTON RD WEST RICHLAND WA 99353
509-546-1536


SIGNATURE

5/22/26
DATE
5/22/26



**Affidavit of Signature
for Annexation Notice of Intent and Petition**

Under the penalty of perjury, I declare under oath, that I am authorized to sign deeds and encumbrances on behalf of Malvina Goodwin and I am further authorized to sign other documents including Notices of Intent and Petitions.

Malvina A Goodwin
Signature

5/22/26
Date

State of Washington)
): ss.
County of Benton)

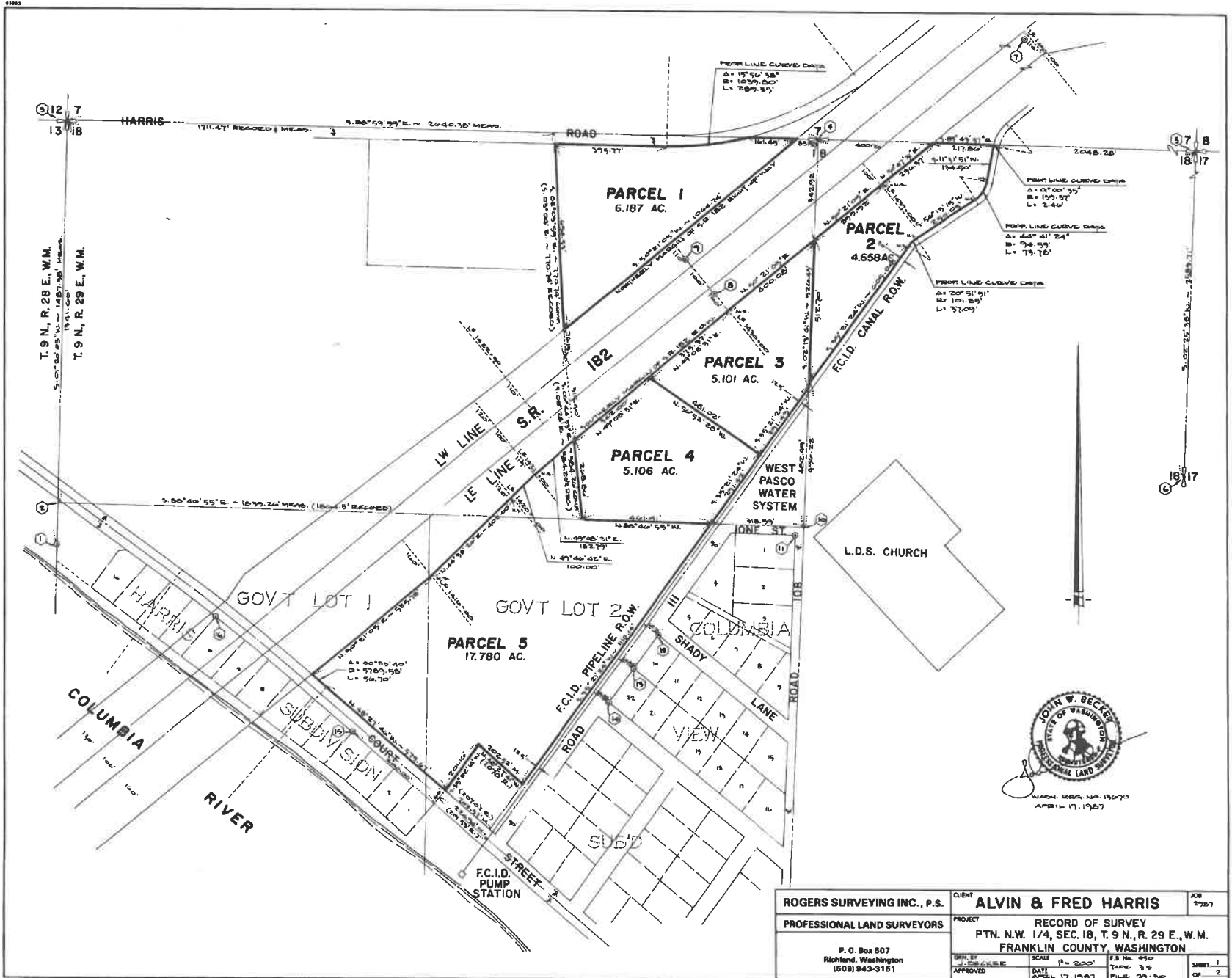


I certify that I know or have satisfactory evidence that Malvina Goodwin (name of person) is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the owner (type of authority, e.g., officer, trustee, etc.) of N/A (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 22 day of May, 2026

Angelica Torres
NOTARY PUBLIC in and for the State of
Washington Residing at: Benton
My Commission Expires: 1/27/2028

(1 of 2)
VOL 1 PAGE 598
AUD# 456145



ROGERS SURVEYING INC., P.S.	CLIENT	ALVIN & FRED HARRIS	JOB	7957
PROFESSIONAL LAND SURVEYORS	PROJECT	RECORD OF SURVEY PTN. N.W. 1/4, SEC. 18, T.9 N., R. 29 E., W.M. FRANKLIN COUNTY, WASHINGTON		
P. O. Box 607 Richland, Washington (509) 943-3151	DATE	APRIL 17, 1987	SCALE	1" = 200'
	APPROVED		T.S. No.	490
			TAPE	30
			FILE	79-50
			SHEET	1
			OF	2

456145

PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION WHICH IS 1711.47 FEET EAST, AS MEASURED ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG A BEARINGS OF 5.08° 04' E. A DISTANCE OF 326.99 FEET TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 9.2.182 AND TERMINUS OF SAID LINE, EXCEPT ROAD RIGHT-OF-WAY ALONG THE NORTH LINE.

PARCEL 2

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION WHICH IS 1711.47 FEET EAST, AS MEASURED ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG A BEARINGS OF 5.08° 04' E. A DISTANCE OF 326.99 FEET TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 9.2.182 AND TERMINUS OF SAID LINE, EXCEPT ROAD RIGHT-OF-WAY ALONG THE NORTH LINE.

PARCEL 3

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION WHICH IS 1711.47 FEET EAST, AS MEASURED ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG A BEARINGS OF 5.08° 04' E. A DISTANCE OF 326.99 FEET TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 9.2.182 AND TERMINUS OF SAID LINE, EXCEPT ROAD RIGHT-OF-WAY ALONG THE NORTH LINE.

PARCEL 4

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION WHICH IS 1711.47 FEET EAST, AS MEASURED ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG A BEARINGS OF 5.08° 04' E. A DISTANCE OF 326.99 FEET TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 9.2.182 AND TERMINUS OF SAID LINE, EXCEPT ROAD RIGHT-OF-WAY ALONG THE NORTH LINE.

PARCEL 5

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER AND OF SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION WHICH IS 1711.47 FEET EAST, AS MEASURED ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE ALONG A BEARINGS OF 5.08° 04' E. A DISTANCE OF 326.99 FEET TO INTERSECT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 9.2.182 AND TERMINUS OF SAID LINE, EXCEPT ROAD RIGHT-OF-WAY ALONG THE NORTH LINE.

PARCEL 5 (CONT.)

THENCE S. 35° 21' 24" W., ALONG SAID NORTHWESTERLY MARGIN, A DISTANCE OF 1190.98 FEET TO A POINT WHICH LIES N. 35° 21' 24" E. A DISTANCE OF 2010 FEET FROM THE NORTHERLY MARGIN OF COURT STREET RIGHT-OF-WAY; THENCE N. 42° 27' 41" W. A DISTANCE OF 202.52 FEET; THENCE S. 35° 22' 18" W. A DISTANCE OF 201.16 FEET TO A POINT ON THE NORTHERLY MARGIN OF COURT STREET RIGHT-OF-WAY; SAID POINT LIES ON A BEARINGS OF N. 42° 27' 41" W., ALONG THE NORTHERLY MARGIN OF COURT STREET RIGHT-OF-WAY, A DISTANCE OF 579.67 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5799.80 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 39' 40" AN ARC DISTANCE OF 50.70 FEET TO INTERSECT THE SOUTHEASTERLY MARGIN OF STATE HIGHWAY 9.2.182; THENCE N. 82° 21' 09" E., ALONG SAID SOUTHEASTERLY MARGIN, A DISTANCE OF 595.78 FEET; THENCE N. 44° 30' 22" E., ALONG SAID SOUTHEASTERLY MARGIN, A DISTANCE OF 402.00 FEET; THENCE N. 69° 46' 42" E., ALONG SAID SOUTHEASTERLY MARGIN, A DISTANCE OF 1000.00 FEET; THENCE N. 49° 00' 31" E., ALONG SAID SOUTHEASTERLY MARGIN, A DISTANCE OF 182.75 FEET TO THE TRUE POINT OF BEGINNING.

MONUMENTATION NOTES

- ① FOUND U.S.S. BARRACAT MONUMENT * W.C. M.C. 1118 1940'.
- ② SOUTHWEST CORNER OF NORTH HALF OF NORTHWEST QUARTER SEC 18 NOT FOUND; POSITION FROM P.C.I.D. R/W MAP FOR SEC. 7 & 18, DATED OCT. 21, 1979.
- ③ FOUND CONC. FILLED PIPE W/MAIL IN MON. CASE @ N.W. CORNER SEC. 18.
- ④ NORTH QUARTER CORNER SEC. 18 NOT FOUND; POSITION FROM N.W.D.O.T. PLANS FOR HWY. 9.2.182 * COLUMBIA BLVD. TO 5.2. 995 1/2'.
- ⑤ FOUND CONC. FILLED PIPE W/MAIL IN MON. CASE @ N.E. CORNER SEC. 18.
- ⑥ FOUND CONC. FILLED PIPE W/MAIL IN MON. CASE @ 1/2 CORNER SEC. 18.
- ⑦ FOUND PIPE W/MAIL IN MON. CASE @ 3/4 BT. OF N.E.S. 15 14474 64.94.
- ⑧ FOUND PIPE W/MAIL IN MON. CASE @ 3/4 BT. OF N.E.S. 15 1430 + 00.
- ⑨ FOUND PIPE W/MAIL IN MON. CASE @ 3/4 BT. OF N.E.S. 14 1430 + 00.
- ⑩ 1/2 CORNER NORTH HALF OF NORTHWEST QUARTER SEC. 18 NOT FOUND; POSITION ESTABLISHED @ 90' N. & 90' E. OF N.E. COR. OF LOT 1 * COLUMBIA VIEW SUBDIVISION.
- ⑪ FOUND 1/2" PIPE @ N.E. CORNER OF LOT 1 * COLUMBIA VIEW SUBDIVISION.
- ⑫ FOUND 1/2" REBAR @ N.W. CORNER OF LOT 10 * COLUMBIA VIEW SUBDIVISION.
- ⑬ FOUND 1/2" REBAR @ S.W. CORNER OF LOT 22 * COLUMBIA VIEW SUBDIVISION.
- ⑭ FOUND 1/2" PIPE @ N.W. CORNER OF LOT 2 * HARBIS SUBDIVISION.
- ⑮ FOUND 1/2" PIPE @ N.E. CORNER OF LOT 11 * HARBIS SUBDIVISION.

NOTES

MADE OF BEARINGS; RECORD OF SURVEY NO. 244.
SET 3/8" REBAR W/ PLASTIC CAP STAMPED "ROGERS NO. 12345" AT ALL CORNERS EXCEPT @ NOTED.

AUDITOR'S CERTIFICATION

FILED FOR RECORD AT THE REQUEST OF ALVIN HARRIS AT 3 MINUTES PAST 2 P.M. THIS 23 DAY OF December, 1987, AND RECORDED IN BOOK NO. 1 OF SURVEYS, AT PAGE 278, RECORDS OF FRANKLIN COUNTY, WASHINGTON.

Nov J. CorKran by E. J. Baird
FRANKLIN COUNTY AUDITOR

456145
FEE NUMBER

SURVEYOR'S CERTIFICATION

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN APRIL, 1987 IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 52, LAWS OF 1977, AT THE REQUEST OF ALVIN AND FRED HARRIS.

J. W. Becker
JOHN W. BECKER, P.L.S.
WASH. REG. NO. 13670

APRIL 17, 1987
DATE



ROGERS SURVEYING INC., P.S.		CLIENT	ALVIN & FRED HARRIS	JOB	2987
PROFESSIONAL LAND SURVEYORS		PROJECT	RECORD OF SURVEY PTN. N.W. 1/4, SEC. 18, T. 9 N., R. 29 E., W.M. FRANKLIN COUNTY, WASHINGTON		
P. O. Box 607 Richland, Washington (509) 843-3151		DATE	APR 17, 1987	SCALE	1" = 200'
		APPROVED		TITLE	FILE 29-80
				SHEET	2
				OF	2

Pasco City Council

Regular Meeting

July 6, 2026



Pasco City Council

**ANX 2026-002
Setting Public
Meeting for Goodwin
Notice of Intent to
Commence
Annexation
Proceedings**

July 6, 2026



City of
PASCO
Washington

Annexation Process Overview

- City utilizes the “Direct Petition Method” (“60 Percent Petition Method”) pursuant to RCW 35A.14.120–150 & PMC 25.220
- Annexation requires petition signatures representing at least 60% of the assessed valuation within the proposed annexation area
- Process initiated through a 10% Notice of Intent submitted to City Council
- Staff reviews proposal for procedural sufficiency and statutory compliance
- Staff coordinates with OFM, Franklin County, utility providers, and affected City departments
- City Council required to meet with initiators within 60 days of receiving the Notice of Intent
- Council considers:
 - Acceptance, rejection, or modification of annexation area
 - Assumption of City indebtedness
 - Simultaneous adoption of zoning regulations
- If accepted, applicants submit formal 60% annexation petition for verification
- Petition reviewed and certified by Franklin County Assessor’s Office
- Hearing Examiner reviews proposed zoning and forwards recommendation to City Council
- City Council conducts a public hearing and adopts an annexation and zoning ordinance
- Following approval, staff coordinates required notifications with OFM, County, utility providers, and other agencies



ANX 2026-002 – Goodwin Notice of Intent to Commence Annexation

Annexations (RCW 35A.14.120-150, PMC 25.220)

- *Prior to circulation of a petition for annexation, the initiating party, who shall be the owners of not less than 10% value of the property for which annexation is sought, shall notify the City Council in writing of their intention to commence annexation proceedings.*

Daisy Harris, on behalf of property owners Larry and Malvina Goodwin, submitted a 10% Notice of Intent to Commence Annexation Proceedings (ANX 2026-002) for an area consisting of: Parcel No. 118180157 (Parcel 1 of AFN 456145)

The subject area is located south of Harris Road and north of Interstate 182, southwest of the future Road 108 and Harris Road intersection, in Section 18, Township 9 North, Range 29 E.W.M.

Larry and Malvina Goodwin represent approximately 100% of the assessed value of the subject area.

Vicinity Map

Item: Parcel 118180157 Annexation NOI 10%
Applicant(s): Larry & Malvina Goodwin
File #: ANX2026-002



ANX 2026-002 – Goodwin Notice of Intent to Commence Annexation

- *The legislative body shall set a date, not later than sixty days after the filing of the request, for a meeting with the initiating parties to determine whether the City Council will accept, reject, or geographically modify the proposed annexation.*

Staff recommends setting 7:00 PM on July 20, 2026, as the date and time for a City Council public meeting with the initiating party to consider the Goodwin Notice of Intent to Commence Annexation for the subject property.



Questions?
Thank you!

AGENDA REPORT

FOR: City Council June 1, 2026
TO: Harold Stewart, City Manager City Council Regular
Meeting: 7/6/26
FROM: Richa Sigdel, Deputy City Manager
City Manager
SUBJECT: Resolution Nos. 4759, 4760, 4761 - Surplus of City Properties
(112042336, 112042245, 112034263 & 112041282)

I. ATTACHMENT(S):

Resolutions
Broker's Opinion - 321 W Lewis Street
Broker's Opinion - 122 & 124 S 4th Ave
Broker's Opinion - 414 W Columbia Street
PowerPoint

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4759, approving the surplus of certain City-owned real property located along Lewis Street, Parcel No. 112034263.

MOTION: I move to approve Resolution No. 4760, approving the surplus of certain City-owned real property located along 4th Avenue, Parcel Nos. 112042236 and 112042245.

MOTION: I move to approve Resolution No. 4761, approving the surplus of certain City-owned real property located along Columbia Street, Parcel No. 112041282.

III. FISCAL IMPACT:

Address	Broker's Opinion
321 W Lewis St	\$325,000
122 & 124 S 4th Ave	\$975,000
414 W Columbia St	\$336,000

IV. HISTORY AND FACTS BRIEF:

Background

The City owns three properties within Downtown Pasco that are no longer needed for municipal purposes. These properties represent strategic redevelopment opportunities within the downtown core. Each site is located in an area identified for continued economic investment, business development, and community activation.

- 321 West Lewis Street - Purchased by the City in February 2025, for \$104,000 this commercial building consisting of approximately 4,393 square feet, including a main floor and basement area. The property has most recently been utilized by the Pasco School District's AmeriCorps program and the City's Graffiti Abatement Team. Located along the Lewis Street corridor, the building presents an opportunity for a variety of commercial, retail, restaurant, office, or community-oriented uses that can contribute to downtown activity and economic development.
- 122 & 124 South 4th Avenue - Purchased by the City in September 2024 for \$650,000, this building is approximately 15,340-square-foot, located in the heart of Downtown Pasco adjacent to the Pasco Specialty Kitchen and directly across from the Pasco Farmers Market and Peanuts Park. Constructed in 1944, the building offers significant redevelopment potential and may be configured into multiple suites. Its location, size, and flexible layout make it well-suited for a variety of commercial, business, or community-serving uses that can strengthen downtown activity and support continued investment in the area.
- 414 W. Columbia Street – Purchased by the City in May 2022 for \$1,202,000, this approximately 0.64-acre redevelopment site was formerly occupied by the Thunderbird Motel. The property was acquired to address long-standing public safety and neighborhood concerns while creating an opportunity for future redevelopment of a prominent downtown site. Located adjacent to Peanuts Park and the Pasco Farmers Market, the site presents an opportunity for development that will encourage private investment, increase activity, and strengthen the downtown core.

Staff has evaluated each property and determined that they are surplus to the City's operational needs. Pursuant to Chapter 2.120 of the Pasco Municipal Code, City Council must declare real property surplus prior to its sale.

To encourage redevelopment and return these properties to productive private use, staff developed Requests for Proposals (RFPs) for each property. The RFPs seek proposals that align with City objectives for economic vitality, downtown activation, community benefit, and long-term investment.

The RFPs were released on May 18, 2026 and are currently open, with proposals due on July 17, 2026. Following the submission deadline, proposals will be evaluated based on the criteria established within each RFP, including

proposed use, community benefit, project feasibility, qualifications of the proposer, and purchase offer. Staff will subsequently return to City Council with recommendations regarding the disposition of the properties and any proposed Purchase and Sale Agreements.

Impact (other than fiscal)

Collectively, the three properties represent opportunities to attract private investment, encourage business growth, improve property conditions, and increase activity within the downtown core. Redevelopment of these sites has the potential to create new destinations, expand commercial opportunities, enhance the appearance of key downtown corridors, and strengthen connections to existing community assets such as the Farmers Market, Peanuts Park, and surrounding businesses.

The RFP process allows the City to evaluate proposals based on community benefit, project feasibility, and alignment with City objectives, rather than solely on purchase price. This approach provides greater opportunity to ensure that future development contributes positively to the long-term vitality, attractiveness, and economic success of Downtown Pasco.

V. DISCUSSION:

Recommendation

Staff recommends that the City Council adopt the attached resolutions declaring the properties surplus to the City's needs. Any proposed sale of the properties will be brought before the City Council for future consideration following completion of the RFP evaluation process.

Constraints (time or other considerations)

The Requests for Proposals for all three properties are currently open, with proposals due on July 17, 2026. Following the submission deadline, staff will evaluate proposals and may conduct interviews or request additional information from proposers.

Declaration of the properties as surplus is required prior to the sale of any City-owned real property. While adoption of the resolutions does not obligate the City to sell any of the properties, it is a necessary step to allow the City to move forward with consideration of proposals and potential disposition of the properties.

Any sale resulting from the RFP process will be subject to further negotiation and subsequent City Council approval of a Purchase and Sale Agreement. The City reserves the right to reject any or all proposals if it determines that doing so is in the best interest of the City.

Next Steps

1. Continue marketing the three RFP opportunities through the July 17, 2026 submission deadline.
2. Receive and evaluate proposals in accordance with the evaluation criteria established in each RFP.
3. Conduct interviews and/or request additional information from proposers, as needed.
4. Negotiate proposed terms and conditions with the highest-ranked proposer(s).
5. Return to City Council with recommendations regarding the sale of each property and any proposed Purchase and Sale Agreements for consideration and approval.

Alternatives

Decline to declare one or more of the properties surplus, in which case the City would retain ownership of the affected property or properties and would not proceed with a sale unless future council action is taken.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, DECLARING CITY-OWNED REAL PROPERTY SURPLUS, SETTING THE MINIMUM PRICE AND THE METHOD OF SALE FOR PARCEL NUMBER(S) 112034263, AND FURTHER, AUTHORIZE THE CITY MANAGER TO SOLICIT PROPOSALS FOR THE PURCHASE AND DEVELOPMENT OF THE PROPERTY THROUGH A REQUEST FOR PROPOSALS (RFP) PROCESS.

WHEREAS, in accordance with Pasco Municipal Code (PMC) Chapter 2.120, prior to a sale of real property the City Council shall declare the same to be surplus and the sale to be in the best interest of the City, set the minimum price for the sale of the property, and determine the method of sale; and

WHEREAS, pursuant to PMC Section 2.120.030 the City Council may determine the method of sale of surplus real property; and

WHEREAS, in accordance with PMC Section 2.120.020 the Council shall set the minimum price for the sale or authorize a determination of the minimum price by way of appraisal or market analysis; and

WHEREAS, the City Council hereby declares that it is in the best interest to surplus Parcel Number 112034263, as it is no longer needed for municipal purposes; and

WHEREAS, the City Council finds it in the City to market the property through a Request for Proposals (RFP) process that will allow the City to consider not only the purchase price offered, but also the proposed use of the property, the anticipated community benefit, consistency with City objectives, and other evaluation criteria established by the City; and;

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

That Parcel Number 112034263 is hereby declared surplus to the needs of the City;

Be it Further Resolved, that the minimum sale price shall be established through market analysis.

Be it Further Resolved, The City Manager is authorized to issue the RFP, evaluate proposals, negotiate the terms of a Purchase and Sale Agreement with the selected proposer, and take all necessary actions to accomplish the sale, subject to final approval by the City Council.

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

PASSED by the City Council of the City of Pasco, Washington, on this 6th day of July, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez
City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, DECLARING CITY-OWNED REAL PROPERTY SURPLUS, SETTING THE MINIMUM PRICE AND THE METHOD OF SALE FOR PARCEL NUMBER(S) 112042236 AND 112042245, AND FURTHER, AUTHORIZE THE CITY MANAGER TO SOLICIT PROPOSALS FOR THE PURCHASE AND DEVELOPMENT OF THE PROPERTY THROUGH A REQUEST FOR PROPOSALS (RFP) PROCESS.

WHEREAS, in accordance with Pasco Municipal Code (PMC) Chapter 2.120, prior to a sale of real property the City Council shall declare the same to be surplus and the sale to be in the best interest of the City, set the minimum price for the sale of the property, and determine the method of sale; and

WHEREAS, pursuant to PMC Section 2.120.030 the City Council may determine the method of sale of surplus real property; and

WHEREAS, in accordance with PMC Section 2.120.020 the Council shall set the minimum price for the sale or authorize a determination of the minimum price by way of appraisal or market analysis; and

WHEREAS, the City Council hereby declares that it is in the best interest to surplus Parcel Number(s) 112042236 and 112042245, as it is no longer needed for municipal purposes; and

WHEREAS, the City Council finds it in the City to market the property through a Request for Proposals (RFP) process that will allow the City to consider not only the purchase price offered, but also the proposed use of the property, the anticipated community benefit, consistency with City objectives, and other evaluation criteria established by the City; and; and

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

That Parcel Number(s) 112042236 and 112042245 are hereby declared surplus to the needs of the City;

Be it Further Resolved, that the minimum sale price shall be established through market analysis.

Be it Further Resolved, The City Manager is authorized to issue the RFP, evaluate proposals, negotiate the terms of a Purchase and Sale Agreement with the selected proposer, and take all necessary actions to accomplish the sale, subject to final approval by the City Council.

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

PASSED by the City Council of the City of Pasco, Washington, on this 6th day of July, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez
City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, DECLARING CITY-OWNED REAL PROPERTY SURPLUS, SETTING THE MINIMUM PRICE AND THE METHOD OF SALE FOR PARCEL NUMBER(S) 112041282, AND FURTHER, AUTHORIZE THE CITY MANAGER TO SOLICIT PROPOSALS FOR THE PURCHASE AND DEVELOPMENT OF THE PROPERTY THROUGH A REQUEST FOR PROPOSALS (RFP) PROCESS.

WHEREAS, in accordance with Pasco Municipal Code (PMC) Chapter 2.120, prior to a sale of real property the City Council shall declare the same to be surplus and the sale to be in the best interest of the City, set the minimum price for the sale of the property, and determine the method of sale; and

WHEREAS, pursuant to PMC Section 2.120.030 the City Council may determine the method of sale of surplus real property; and

WHEREAS, in accordance with PMC Section 2.120.020 the Council shall set the minimum price for the sale or authorize a determination of the minimum price by way of appraisal or market analysis; and

WHEREAS, the City Council hereby declares that it is in the best interest to surplus Parcel Number 112041282, as it is no longer needed for municipal purposes; and

WHEREAS, the City Council finds it in the City to market the property through a Request for Proposals (RFP) process that will allow the City to consider not only the purchase price offered, but also the proposed use of the property, the anticipated community benefit, consistency with City objectives, and other evaluation criteria established by the City; and

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

That Parcel Number 112041282 is hereby declared surplus to the needs of the City;

Be it Further Resolved, that the minimum sale price shall be established through market analysis.

Be it Further Resolved, The City Manager is authorized to issue the RFP, evaluate proposals, negotiate the terms of a Purchase and Sale Agreement with the selected proposer, and take all necessary actions to accomplish the sale, subject to final approval by the City Council.

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

PASSED by the City Council of the City of Pasco, Washington, on this ____ of _____,
2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez
City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Subject Property Information

Owner Name:	City of Pasco	Property Type:	Retail/Office
Tax Parcel #(s):	112034263	Improvement SF:	4,393 sf
Property Size (AC):	0.161	Assessed Value:	NA

Sales Comparison Analysis

Address	SF	Sold Price	\$/sf	Sale Date
1215 S 10th	6,875	\$ 1,200,000	\$ 174.55	8.29.25
1120 W Sylvester	7,652	\$ 450,313	\$ 58.85	1.13.25
104 S. 4th	10,394	\$ 1,500,000	\$ 144.31	10.2.24
327 W. Lewis	7,502	\$ 425,000	\$ 56.65	9.13.24
415 W. Columbia	10,500	\$ 600,000	\$ 57.14	8.16.24
Adjusted Value	4,393	\$ 431,834	\$ 98.30	

Pro Forma or Actual Income Analysis

Annual Income:	\$ 29,744	Market Cap Rate:	8.50%
Vacancy Loss:	\$ 1,487	Market Value:	\$332,432
Net Operating Inc.:	\$ 28,257		

Market Value Opinion

Market Value:	\$325,000	\$/sf:	\$73.98
----------------------	-----------	---------------	---------

Subject Property Information

Owner Name:	City of Pasco	Property Type:	Retail/Office
Tax Parcel #(s):	112042236 & 112042245	Improvement SF:	17,468 sf
Property Size (AC):	0.447	Assessed Value:	NA

Sales Comparison Analysis

Address	SF	Sold Price	\$/sf	Sale Date
1215 S 10th	6,875	\$ 1,200,000	\$ 174.55	8.29.25
1120 W Sylvester	7,652	\$ 450,313	\$ 58.85	1.13.25
104 S. 4th	10,394	\$ 1,500,000	\$ 144.31	10.2.24
327 W. Lewis	7,502	\$ 425,000	\$ 56.65	9.13.24
415 W. Columbia	10,500	\$ 600,000	\$ 57.14	8.16.24
Adjusted Value	17,468	\$ 1,717,115	\$ 98.30	

Pro Forma or Actual Income Analysis

Annual Income:	\$ 98,424	Market Cap Rate:	9.25%
Vacancy Loss:	\$ 4,921	Market Value:	\$1,010,841
Net Operating Inc.:	\$ 93,503		

Market Value Opinion

Market Value:	\$975,000	\$/sf:	\$55.82
----------------------	-----------	---------------	---------

Subject Property Information

Owner Name:	City of Pasco	Property Type:	Retail/Office
Tax Parcel #(s):	112041282	Improvement SF:	NONE
Property Size (AC):	0.643	Assessed Value:	NA

Sales Comparison Analysis

Address	SF	Sold Price	\$/sf	Sale Date
Tbd E Clark	3,920	\$ 45,000	\$ 11.48	8.27.25
627 N Everett	23,087	\$ 300,000	\$ 12.99	7.2.25
1701 S Union	86,684	\$ 675,000	\$ 7.79	4.15.25
Adjusted Value	28,000	\$ 301,101	\$ 10.75	

Pro Forma or Actual Income Analysis

Annual Income:	\$ NA	Market Cap Rate:	8.50%
Vacancy Loss:	\$ NA	Market Value:	\$NA
Net Operating Inc.:	\$ NA		

Market Value Opinion

Market Value:	\$336,000	\$/sf:	\$12.00
---------------	-----------	--------	---------



Pasco City Council

Regular

Page 107 of 215

July 6, 2026





Pasco City Council

Surplus of City owned properties

July 6, 2026



City of
Pasco
Washington

Surplus Properties

Properties:

- 321 W Lewis St
- 122 & 124 S 4th Ave
- 414 W Columbia St



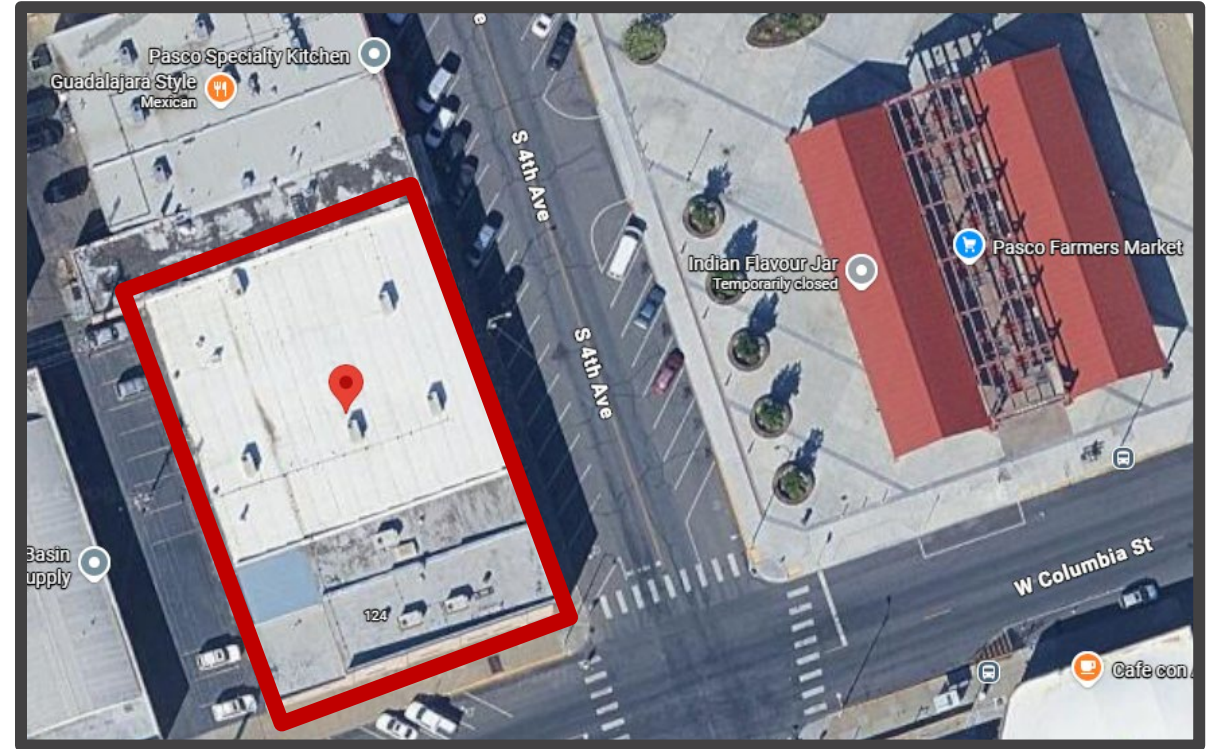
Why these Properties?

- Downtown revitalization efforts
- Opportunities for private investment
- Best and highest use of properties

Surplus Properties

122 & 124 S 4th Ave:

- 15,340 SF building
- Built in 1944
- Purchased in September 2024
- Adjacent to Pasco Specialty Kitchen
- Across from Farmers Market and Peanuts Park



Surplus Properties

321 W Lewis Street:

- 4,393 SF building
- Purchased in February 2025
- Former AmeriCorps and Graffiti Abatement facility
- Downtown location
- Suitable for commercial, retail, office, restaurant, or community-oriented uses



Surplus Properties

414 W Columbia Street:

- Approximately 0.64 acres
- Purchased in May 2022
- Former Thunderbird Motel Site
- Demolished in October 2022
- Vacant redevelopment parcel



Surplus Properties

Property	Purchase Price	Broker's Opinion	Reason for Acquisition
122 & 124 S 4th Ave	\$650,000	\$975,000	Strategic acquisition with potential expansion of the Pasco Specialty Kitchen.
321 W Lewis Street	\$104,000	\$325,000	Acquired below market value for potential City Uses
414 W Columbia Street	\$1,202,000	\$336,000	Public safety and nuisance



Surplus Properties

RFP Info:

- Released: May 18th
- Due: July 17th
- Advertisements:
 - Tri-City Herald
 - May 18th
 - June 8th
 - Multiple Social Media Posts through out June & July

How Proposals will be evaluated:

- Alignment with City Objectives
- Quality of Proposed Use
- Community & Downtown Impact
- Proper Experience
- Financial Feasibility
- Purchase Price



Surplus Properties

Objectives

- Downtown Activation
- Pedestrian Activity
- Economic Growth
- Business Support
- Safe & Attractive Spaces
- Community Identity

Page 115 of 215



Surplus Properties

Next Steps:

- Declare Properties Surplus
- Receive & Evaluate Proposals
- Negotiate Purchase & Sales Agreement(s)
- Council Consideration of Final Sale(s)



City of
Pasco



AGENDA REPORT

FOR: City Council June 25, 2026
TO: Harold Stewart, City Manager City Council Regular
Meeting: 7/6/26
FROM: Richa Sigdel, Deputy City Manager
City Manager
SUBJECT: Ordinance No. 4847 - Regulations for Short-Term Rentals

I. ATTACHMENT(S):

Ordinance
Draft Short Term Rentals Good Neighbor Policy Form
Draft Short Term Rental Application
Draft Annual Life Compliance Form
Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to adopt Ordinance No. 4847, creating Chapter 5.120 Short-Term Rentals of the Pasco Municipal Code establishing a clear regulatory framework for short-term rentals within the City of Pasco, with an effective date of January 1, 2027.

III. FISCAL IMPACT:

Primary purpose of the ordinance is to establish a regulatory framework, improved compliance with business licensing and applicable lodging tax requirements may result in additional City revenues over time. Any such revenues are expected to be modest and are not the primary purpose of the proposed ordinance.

IV. HISTORY AND FACTS BRIEF:

Background

On June 8, 2026, City Council received a workshop presentation regarding the regulation of short-term rentals operating within the City of Pasco. Following Council discussion and public comment, staff was directed to prepare an ordinance that would allow short-term rentals while establishing a limited regulatory framework to promote neighborhood compatibility, life safety, and

operator accountability.

The proposed ordinance creates Chapter 5.120 of the Pasco Municipal Code and establishes a permit process for short-term rentals. Operators will be required to obtain a City business license and short-term rental permit, designate a local property representative available to respond to concerns, maintain proof of insurance, comply with existing City codes, restrict event-type uses such as weddings and large gatherings, and complete an annual life safety self-certification in lieu of annual City inspections. The ordinance establishes consistent requirements for all short-term rental operators, including those operating independently outside established rental platforms.

Consistent with Council direction, the ordinance utilizes an annual owner self-certification process rather than requiring annual City inspections. This approach maintains accountability for basic life safety standards while minimizing administrative costs and reducing regulatory burden for both property owners and the City. Staff also reviewed regulatory approaches implemented by neighboring jurisdictions and incorporated best practices, including Spokane's owner self-certification model, into the proposed program.

The proposed effective date of January 1, 2027, provides approximately six months for staff to develop administrative procedures, create permit applications and self-certification forms, conduct public outreach, and allow existing short-term rental operators sufficient time to become familiar with and comply with the new requirements before enforcement begins.

Impacts Other than Fiscal

The proposed ordinance establishes clear operating standards while maintaining the limited regulatory approach supported by City Council. It improves accountability through business licensing, local contact requirements, annual life safety self-certification, and compliance with existing City codes governing noise and public nuisances. The ordinance provides consistent expectations for all short-term rental operators, including independently operated rentals, while preserving flexibility for property owners and minimizing administrative burden on both operators and the City. The ordinance also provides a consistent and transparent process for addressing complaints while relying primarily on education, voluntary compliance, and existing enforcement mechanisms.

V. DISCUSSION:

Recommendation

The proposed ordinance reflects City Council's direction to establish a practical and enforceable framework for short-term rentals without creating an overly burdensome regulatory program. Rather than relying on extensive permitting or

inspections, the ordinance focuses on accountability, life safety, neighborhood compatibility, and compliance with existing City regulations while allowing property owners to continue participating in the short-term rental market.

Staff recommends adoption of the proposed ordinance creating Chapter 5.120 of the Pasco Municipal Code regulating short-term rentals, consistent with the policy direction provided by City Council during the June 8, 2026 workshop, with an effective date of January 1, 2027.

Constraints (Time and Other Considerations)

Successful implementation of the proposed ordinance will require staff to develop administrative procedures, create permit applications and owner self-certification forms, update business licensing materials, and conduct outreach to existing short-term rental operators. Further, land use changes needed are being incorporated within the Comprehensive Plan update process, allowing an efficient pathway to notify public and Department of Commerce a holistic view of all land use changes proposed within the City. The effective date of January 1, 2027, provides sufficient time for these implementation efforts while allowing existing operators an opportunity to become familiar with and comply with the new requirements before enforcement begins.

Next Steps

If Council approves the ordinance as presented,

- Finalize permit applications, owner self-certification forms, and supporting administrative procedures.
- Propose and adopt permit application fees.
- Update the City's website, permit materials, and business licensing information.
- Conduct public outreach to existing and prospective short-term rental operators regarding the new requirements and implementation timeline.
- Make necessary land use updates during Comprehensive Plan update process to be effective January 1, 2027.
- The ordinance becomes effective January 1, 2027, and permit applications become available.

Alternatives

1. Adopt the ordinance with modifications.
2. Do not adopt the ordinance and continue without a regulatory framework for short-term rentals.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON, CREATING PASCO MUNICIPAL CODE CHAPTER 5.120 SHORT-TERM RENTALS TO ESTABLISH A CLEAR REGULATORY FRAMEWORK FOR SHORT-TERM RENTAL OPERATIONS WITHIN THE CITY OF PASCO; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, short-term rentals can provide additional lodging opportunities for visitors, temporary workers, and families visiting the Tri-Cities region; and

WHEREAS, property owners should have reasonable opportunities to utilize their property while protecting neighborhood character; and

WHEREAS, a licensing and enforcement program can provide accountability and compliance with local and state laws; and

WHEREAS, appropriate regulations are necessary to protect public safety, housing availability, and residential quality of life.

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

Section 1. Purpose. The purpose of this Ordinance is to establish a clear regulatory framework for short-term rentals operating within the City of Pasco.

Section 2. Chapter. PMC 5.120 Short Term Rentals is hereby adopted and shall read as follows:

[Chapter 5.120](#)

[Short-Term Rentals](#)

[Sections:](#)

[5.120.010. Intent.](#)

[5.120.020. Applicability.](#)

[5.120.030. Short-term rental.](#)

[5.120.040. Notice, approval, and/or denial of short-term rental business licenses.](#)

5.120.050. Suspension or revocation procedure.

5.120.060. Penalties.

5.120.010. Intent.

It is the intent of this chapter to recognize the desire of some property owners to rent their dwelling on a short-term basis and establish appropriate regulations to mitigate the disruption that short-term rentals may have on a neighborhood. This purpose and intent shall govern the interpretation of the entire chapter.

5.120.020. Applicability.

The regulations established in this chapter apply to all short-term rentals proposed or located within a legally established dwelling unit, accessory apartment, or portion thereof.

"Short-term rental" means a legally established dwelling unit, accessory apartment, or portion thereof that is offered as a rental to guests for fewer than thirty consecutive nights.

5.120.030. Short-term rental.

To operate a short-term rental, the short-term rental applicant shall first obtain an approved short-term rental permit and City of Pasco business license.

A. Short-term rental permit application procedure.

1. A short-term rental permit issued to one person or entity shall not be transferable to any other person or entity nor shall a short-term rental permit be valid at any address other than the one appearing on the permit.
2. A short-term rental permit is considered valid until one or all the following criteria exist:
 - a. Owner changes, or
 - b. A valid Business License associated with the permit no longer exists.

B. Complete application. A complete short-term rental permit application shall include the following:

1. Completed short-term rental permit application.
2. A verified statement by the applicant that the property affected by

the application is in the exclusive ownership of the applicant or that the applicant has submitted the application with the consent of all owners of the affected property.

3. Written description of the proposed short-term rental operation and affirmation that the proposed operation will meet the general requirements of Chapter 5.120.030.E.
4. Written description of the proposed location for the short-term rental operation.
5. A completed Good Neighbor Policy form.
6. Short-term rental permit fee as established by resolution of the City of Pasco City Council.

C. Criteria for short-term rental permit approval.

1. The proposed operation is found to be consistent with the definition for short-term rental.
2. The application is found to be in compliance with all general regulations required by this chapter.
3. The proposed short-term rental is located within zoning districts where short-term rentals are allowed.

D. Annual business license renewal. Each annual renewal of the owner's business license shall include and comply with the following:

1. Before the annual renewal of the business license the owner shall submit to the City a signed affidavit approved by the director and the city attorney. Through the affidavit the owner shall confirm information including, but not limited to, the following:
 - a. Affirmation that the general regulations of 5.120.040 have been met.

E. The following conditions of approval apply to permits for short-term rentals:

1. Local Property Representative. The property owner must designate a local property representative who shall be available 24 hours per day, seven days per week, for the purpose of: (a) responding within one hour to complaints regarding the condition, operation, or conduct of occupants of the short-term rental; and (b) taking remedial action to resolve any such complaints. The name,

address, and telephone number of the property owner and the local property representative shall be kept on file at the city. The failure to provide the contact information, failure to keep the contact information current, failure to respond in a timely manner to complaints, or the occurrence of repeated complaints may result in the suspension or revocation of approval and/or civil or criminal penalties.

2. Occupancy. Maximum occupancy of the rental shall be based on the International Building Code standards. The property owner shall be responsible for ensuring that the dwelling unit is in conformance with its maximum occupancy.
3. Restrictions on Use. A renter may not use a short-term rental for a purpose not incidental to its use for lodging or sleeping purposes. This restriction includes using the rental for a wedding, banquet, reception, bachelor or bachelorette party, concert, fundraiser, sponsored event, or any similar group activity.
4. Signage. No outdoor advertising signs related to the rental dwelling shall be allowed on the site.
5. Informational Packet. A packet of information shall be provided to renters in advance of arrival and posted conspicuously in the common area of the short-term rental during each stay summarizing guidelines and restrictions applicable to the short-term rental use, including:
 - a. Information on maximum occupancy;
 - b. Applicable noise and use restrictions;
 - c. Contact information for the local property representative;
 - d. The renter's responsibility not to trespass on private property or to create disturbances; and
 - e. Notification that the renter is responsible for complying with this chapter and that the renter may be cited or fined by the city for violating any provisions of this chapter.
6. Insurance. The property owner shall maintain primary liability insurance to cover the short-term rental in the aggregate of not less than one million dollars or conduct each short-term rental transaction through a platform that provides equal or greater primary liability insurance coverage as required by RCW 64.37.050. Such insurance

requirements shall track the required levels of RCW 64.37.050 as those may change. The property owner shall keep on file at the city an up-to-date certificate of insurance documenting compliance with the required levels of insurance.

7. Inspection. The property owner or his/her designee shall maintain on file at the city an up-to-date certificate of inspection documenting that the dwelling complies with the provisions for transient accommodation in the International Building Code as adopted by the city and shall obtain an appropriate certificate of occupancy. The property owner or his/her designee shall complete a self-inspection checklist provided by the City. A copy of the completed and signed checklist must be submitted to the City as part of the permit renewal.
8. Compliance with City Ordinances. All short-term rentals must comply with all applicable city codes and ordinances, including, but not limited to, PMC Chapter 9.130, Noise Regulation, and PMC Chapter 9.90, Public Nuisances.

- F. Effective Date and Expiration. A short-term rental permit shall be effective for one year and shall expire on the date established by the master license service.

5.120.040. Notice, approval, and/or denial of short-term rental permit

Short-term rental permit applications shall be made to the Community & Economic Development Department, where the department Director or authorized designee may issue a permit, deny a permit, or set conditions, limitations or restrictions that must be met before a permit may be granted. The procedures for the approval and denial of a short-term rental permit, and for the appeal of a short-term rental permit decision, shall apply as established in PMC 5.05.030. Applicants that do not comply with the conditions of approval as established in PMC 5.120.030.E shall be denied a short-term rental permit or renewal of a short-term rental permit.

The denial of any permit or the imposition of any conditions, limitations or restrictions incident to the granting of a permit shall be based solely upon those requirements reasonably necessary to protect the peace, health, safety and welfare of those both using and living near the short-term rental.

5.120.050. Suspension or revocation procedure.

If the City Manager has reasonable cause to believe that any of the conditions imposed upon a short-term rental business under this chapter have been violated, the City Manager shall follow the procedures established in PMC 5.05.140 to revoke or suspend the short-term rental permit.

5.20.060. Penalties.

Any person violating any provision of this chapter shall be subject to the enforcement procedures, remedies, and the civil and criminal penalties provided in PMC 3.35.070.

Section 4. 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 5. 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 6. Effective Date. This ordinance shall take full force and effect January 1, 2027 after approval, passage and publication as required by law.

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

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez, City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Published: _____



Short-Term Rental Good Neighbor Policy

Pasco Municipal Code [Chapter ___] — keep this posted where your guests will see it.

Welcome to the neighborhood! We're glad you chose to stay in Pasco, where culture is the heart of our community. This Good Neighbor Policy is part of your rental agreement, and it's the operator's job to make sure every guest sees it and follows it. A friendly stay is a great stay - for you and for the neighbors who call this block home.

Short-Term Rental Contact	
Name:	
Phone:	
Email:	

24-Hour Contact Information

Got a question or concern during your stay? Call the contact listed above and posted in the unit - they're there to help. In the event of an emergency, please call 911.

Be a Good Neighbor

Please remember that you're staying within a neighborhood. Please express a general regard and respect for your neighbors. Respect neighboring privacy and property. Be friendly, courteous, and treat your neighbors like you would like to be treated in your home neighborhood.

Noise

Everyone deserves to enjoy a quiet home. Please keep noise down between 10 p.m. and 7 a.m., and be mindful of your neighbors any time of day or night.

Maintenance and Trash

Be sure to pick up after yourself and keep the property clean, presentable and free of trash. Place trash, compost and recycling in the designated containers on site.

Pets

Traveling with a pet? Please promptly clean up after your pets, prevent excessive and prolonged barking and keep pets from roaming the neighborhood. Keep aggressive pets controlled and follow local leash laws, and store pet food securely indoors to avoid attracting pests.

Parking and Traffic Safety

Park in a respectful manner consistent with your own neighborhood, Drive safely and slowly through neighborhoods and watch for pedestrians and children playing.

Gatherings

Guests may only use the rental for sleeping and lodging - not for weddings, banquets, receptions, parties, concerts, fundraisers, or similar group events.

Your Responsibility

Overnight guests and visitors are expected to follow this Good Neighbor Policy. Please be sure to read your rental agreement for additional terms and conditions and be aware that there may be consequences for failure to follow the policy.

DRAFT



Short-Term Rental Application

Pasco Municipal Code [Chapter _____]

Part 1:

Applicant Name: _____

Rental Site Address: _____

City/State/Zip: _____

Property Owner Name (if different from above): _____

Property Owner Address: _____

City/State/Zip: _____

Phone Number(s): (cell) _____ (other) _____

Email Address: _____

UBI or WA State Sales Tax Number: _____ Expiration _____

Part 2:

Requirements for short-term rental permit:

- Complete Short-Term Rental Permit Application
- Completed Life Safety Compliance Form
- Copy of Certificate of Occupancy (if available)
- Copy of Liability Insurance for the rental property
- Copy of Pasco Business License

Part 3:

Please identify the structure type of the short-term rental:

- Single family
- Attached house
- Duplex
- Multi Family Unit
- Attached Accessory Dwelling Unit
- Detached Accessory Dwelling Unit

Please identify the space to be rented:

- Entire Unit
- Single Bedroom
- Multiple Bedrooms

Part 4:

Responsibility Statement

_____ I have reviewed the short-term rental general regulations contained in Pasco Municipal Code _____ and agree to operate my short-term rental in compliance with the regulations.

_____ I will complete and maintain the items in the Annual Life Safety Compliance form to ensure the safety of guests at the short-term rental.

_____ I will include my short-term rental permit number in all advertising.

_____ I will register my short-term rental business with the City of Pasco and will submit the appropriate transient lodging taxes.

_____ I understand that failure to comply with applicable regulatory standards may result in revocation of permit.

Owner signature

Date:





Short Term Rental Annual Life Safety Compliance Form

Pasco Municipal Code [Chapter _____]

Part 1:

Applicant Name: _____

Rental Site Address: _____

City/State/Zip: _____

Property Owner Name (if different from above): _____

Property Owner Address: _____

City/State/Zip: _____

Phone Number(s): (cell) _____ (other) _____

Part 2:

I hereby certify under penalty pursuant to the laws of the State of Washington that the below items have been checked and were found to be in good working order:

- Each sleeping room has a window or a door to the outside that provides a clear opening of at least 5.7 square feet (or 5.0 square feet at grade level) and is in good working order.
- Each sleeping room and access hallways are provided with a working smoke alarm and adequate lighting.
- Working carbon monoxide alarms are installed within the immediate vicinity of sleeping rooms.
- There is at least one current and maintained minimum 2A-10BC rated fire extinguisher provided in the dwelling unit that is stored in a place clear of obstructions and is easily accessible by overnight guests.
- All stairs are structurally sound, have a handrail, and are free of trip hazards.
- All deck guardrails and stair handrails are firmly attached, free of defects, and capable of supporting imposed loads. These areas also contain sufficient lighting.
- All bathroom and kitchen counter electrical outlets are Ground Fault Circuit Interrupter (GFCI) protected, and
- Bathrooms are equipped with an exhaust fan or openable window.
- All plumbing fixtures are provided with sufficient hot and cold water.
- All occupied rooms are provided with working electrical outlets and lighting fixtures without the need for extension cords.
- The heating system is in sound working order.

- The water heating system is in sound working order.
- All kitchen appliances are provided with working electrical outlets and are not plugged into an extension cord.
- There is a manual in the dwelling unit listing the location of the circuit breaker box, fire extinguisher(s), dwelling unit exits (e.g. exists from the building to a safe space in case of an emergency), and contact information for the operator or property owner.

Signature of Applicant

Dated

DRAFT

Short-Term Rental Regulations

Short-Term Rental Regulations

The Challenge

- Platforms like Airbnb & VRBO have rapidly expanded STR activity in residential neighborhoods.
- No current PMC framework exists to regulate, permit, or enforce STR operations.
- Neighbor complaints, parking issues, and safety concerns are growing without a clear legal basis for response.

The Solution

- Create a dedicated STR permit and regulatory framework.
- Establish clear accountability for operators, local representatives, and renters.

Permitting Requirements

Permit + Business License

Operators must obtain both a short-term rental permit AND a City of Pasco business license before operating.

Non-Transferable

Permits are property- and owner-specific. They cannot be transferred on sale of the property or change of ownership.

Complete Application

Application includes ownership verification, operational description, Good Neighbor Policy form, and permit fee.

Local Representative

A local contact must be available 24/7 and respond to complaints within one hour.

Annual Renewal

Owners submit a notarized affidavit at each annual renewal.

Insurance & Inspection

Certificate of insurance AND annual IBC-compliant safety inspection on file with the City at all times.

Operational Standards for STR Operators

Occupancy

Maximum occupancy based on International Building Code standards. Owner responsible for compliance.

Restricted Uses

No weddings, banquets, concerts, receptions, fundraisers, or similar group events. Lodging purpose only.

Parking

~~No demand for parking beyond normal residential levels; no unusual or excessive traffic.~~

No Signage

Outdoor advertising signs related to the rental are prohibited on-site.

Renter Info Packet

Required to be posted conspicuously: occupancy limits, local property representative contact info, noise rules, ~~parking, trash schedule, evacuation routes,~~ and renter responsibilities.

City Code Compliance

All STRs must comply with PMC Chapter 9.130 (Noise) and PMC Chapter 9.90 (Public Nuisances).

Land Use Elements

- City is in midst its 10-year Comprehensive Plan Update.
- During this process, staff will make all necessary land use changes which includes:
 - Decision on which zones Short Term Rentals can be placed
 - Department of Commerce comments
 - SEPA process
- All land use elements for STR will be completed to be effective 1/1/2027.

AGENDA REPORT

FOR: City Council June 30, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 7/6/26
FROM: Harold Stewart, City Manager
City Manager
SUBJECT: Resolution Regarding State and Local Personal Income Taxes

I. ATTACHMENT(S):

Proposed Resolution
Proposed Ordinance
Resolution No. 4150 (2022) – Opposing Local Income Tax

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. 4763 expressing the City of Pasco's opposition to state and local personal income taxes in Washington State.

III. FISCAL IMPACT:

None

IV. HISTORY AND FACTS BRIEF:

Background

In February 2022, the Pasco City Council adopted Resolution No. 4150 expressing the City's opposition to a local income tax. In light of recent legislative actions establishing a statewide personal income tax and continued discussions regarding local taxing authority, Council requested that staff prepare updated legislative options for consideration.

Since that time, Washington State has enacted legislation establishing a statewide personal income tax on certain high-income individuals, representing a significant change in the State's historic tax structure. In addition, proposals to authorize local governments to impose personal income taxes have continued to be discussed during recent legislative sessions.

To assist the Council in determining how it wishes to reaffirm the City's position, two policy options are presented for consideration.

The first option is an adoption of a resolution reaffirming the City's opposition to state and local personal income taxes in Washington State. Adoption of the resolution would serve as a formal statement of the City's legislative policy position.

The second option is an adoption of an ordinance creating Chapter 3.31 of the Pasco Municipal Code entitled "Local Income Tax." The proposed ordinance would codify the City's prohibition on the imposition of a local income tax within the City of Pasco.

Council may elect to adopt the resolution or direct staff to bring the proposed ordinance for future action.

Impacts Other than Fiscal

Neither option has an immediate operational or fiscal impact on the City. Adoption of a resolution provides a formal statement of Council policy. Adoption of an ordinance would establish the City's policy within the Pasco Municipal Code regarding the imposition of a local income tax.

V. DISCUSSION:

Recommendation

Adopt resolution as presented, reaffirming the City of Pasco's opposition to the state and local personal income taxes in Washington State.

Constraints

The authority to establish or modify state tax law rests with the Washington State Legislature. Neither the proposed resolution nor ordinance affects existing state law; however, each expresses the City's policy regarding state and local personal income taxes, with the ordinance further codifying the City's prohibition on a local income tax within the Pasco Municipal Code.

Next Steps

If the resolution is adopted, staff will distribute the executed resolution to the Governor of the State of Washington, members of the Washington State Legislature representing the City of Pasco, the Association of Washington Cities, and other appropriate governmental organizations.

If Council directs staff to proceed with the ordinance, the ordinance will be scheduled for formal Council consideration in accordance with the City's ordinance adoption process.

Alternatives

- Approve the resolution as presented.
- Direct staff to bring the proposed ordinance for future action.
- Adopt both the resolution and ordinance.
- Provide alternative policy direction.
- Take no action.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PASCO, WASHINGTON,
EXPRESSING OPPOSITION TO STATE AND LOCAL PERSONAL INCOME
TAXES IN WASHINGTON STATE. .**

WHEREAS, the City of Pasco is committed to fostering a strong local economy through a stable, predictable, competitive tax environment that encourages investment, entrepreneurship, family-wage employment, and long-term economic growth; and

WHEREAS, Washington State has historically relied upon a tax system consisting primarily of sales, property, business and occupation, and excise taxes rather than a broad-based personal income tax; and

WHEREAS, the Pasco City Council previously adopted Resolution No. 4150 in 2022 expressing its opposition to the authorization and imposition of a local income tax, reaffirming the City's longstanding commitment to maintaining a favorable business climate; and

WHEREAS, during the 2026 Legislative Session, the Washington State Legislature enacted legislation establishing a personal income tax on certain high-income individuals, representing a significant change in the State's historic tax structure; and

WHEREAS, legislation has also been introduced in prior legislative sessions proposing to authorize counties, cities, and towns to levy local personal income taxes under certain circumstances; and

WHEREAS, the City Council believes that expanding reliance on personal income taxes, whether imposed by the State or authorized by local governments, may discourage private investment, business expansion, workforce attraction, and long-term economic development within communities such as Pasco; and

WHEREAS, the City Council remains committed to policies that promote economic opportunities, encourage business retention and expansion, support workforce development, and maintain a tax environment that provides certainty for residents, employers, and local governments.

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

That the City of Pasco hereby reaffirms its longstanding opposition to state and local personal income taxes in Washington State and affirms its support for a stable, predictable tax environment that encourages economic opportunity, business investment, and long-term community prosperity.

Be It Further Resolved, that the City Council encourages the Washington State Legislature to pursue tax policies that promote economic growth, preserve a competitive business climate, and provide certainty and stability for residents, employers, and local governments.

Be It Further Resolved, that the City Manager is authorized and directed to forward executed copies of this Resolution to the Governor of the State of Washington; members of the Washington State Legislature representing the City of Pasco; the Association of Washington Cities; the Washington State Association of Counties; and such other governmental organizations as deemed appropriate.

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

PASSED by the City Council of the City of Pasco, Washington, on this 6th day of July, 2026.

Charles Grimm
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez, City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PASCO, WASHINGTON, CREATING A NEW CHAPTER 3.31, ENTITLED “LOCAL INCOME TAX,” WITHIN TITLE 3, “REVENUE AND FINANCE” OF THE PASCO MUNICIPAL CODE, TO OPPOSE A LOCAL INCOME TAX ON THE RESIDENTS AND BUSINESSES OF THE CITY OF PASCO PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Pasco is committed to fostering a strong local economy through a stable, predictable, competitive tax environment that encourages investment, entrepreneurship, family-wage employment, and long-term economic growth; and

WHEREAS, Washington State has historically relied upon a tax system consisting primarily of sales, property, business and occupation, and excise taxes rather than a broad-based personal income tax; and

WHEREAS, the Pasco City Council previously adopted Resolution No. 4150 in 2022 expressing its opposition to the authorization and imposition of a local income tax, reaffirming the City's longstanding commitment to maintaining a favorable business climate;

WHEREAS, during the 2026 Legislative Session, the Washington State Legislature enacted legislation establishing a personal income tax on certain high-income individuals, representing a significant change in the State's historic tax structure; and

WHEREAS, legislation has also been introduced in prior legislative sessions proposing to authorize counties, cities, and towns to levy local personal income taxes under certain circumstances; and

WHEREAS, the City Council believes that expanding reliance on personal income taxes, whether imposed by the State or authorized by local governments, may discourage private investment, business expansion, workforce attraction, and long-term economic development within communities such as Pasco; and

WHEREAS, the City Council remains committed to policies that promote economic opportunities, encourage business retention and expansion, support workforce development, and maintain a tax environment that provides certainty for residents, employers, and local governments.

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

Section 1. That a new Chapter 3.31 entitled “Local Income Tax” of the Pasco Municipal Code shall be and hereby is created and shall read as follows:

Chapter 3.31 Local
Income Tax

Sections:

3.31.010 Purpose.

3.31.020 Local Income Tax Banned.

3.31.010 Purpose.

The imposition of a local income tax on the businesses and residents of the City of Pasco is a direct conflict with the high value the City places on promoting economic development through the attraction and expansion of financially healthy, family wage paying employers. Small businesses are the foundation of our local, regional, state, and national economy and it is imperative that the City not put unnecessary obstacles in the way of their success.

3.31.020 Local Income Tax Prohibited.

No local income tax shall be imposed upon the Residents or Businesses of the City of Pasco.

Section 2. This Ordinance shall take full force and effect five (5) days after approval, passage and publication as required by law.

PASSED by the City Council of the City of Pasco, Washington, this _____ day of _____, 2026.

Charles Grimm,
Mayor

ATTEST:

APPROVED AS TO FORM:

Gabriela Sanchez,
City Clerk

Ogden Murphy Wallace, PLLC
City Attorney

Published: _____

RESOLUTION NO. 4150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON, EXPRESSING ITS OPPOSITION TO A LOCAL INCOME TAX ON THE RESIDENTS AND BUSINESSES OF THE CITY OF PASCO.

WHEREAS, Article VII, § 1 of the Washington State Constitution establishes the basic framework for taxation in the State of Washington, including what shall be permitted as a tax; and

WHEREAS, after the City of Seattle attempted to enact an income tax on certain individuals applicable within its municipal boundaries, the Washington State Court of Appeals, Division I, ruled that such a tax, when selectively applied, was unconstitutional and invalid. *Kunath v. City of Seattle*, 10 Wash. App. 2d 205, 444 P.3d 1235 (2019), *review denied* 195 Wn.2d 1013 (2020)); and

WHEREAS, certain language in the *Kunath* ruling has caused discussion in various communities across Washington as to whether cities have authority to impose a local income tax, which, under Washington law, is legally considered a tax on property; and

WHEREAS, the Washington State Supreme Court denied the request for appeal of the *Kunath* case such that the ruling stands at this time; and

WHEREAS, the Washington State Legislature recently introduced a bill (Senate Bill 5554) which proposed to repeal existing statutory language prohibiting local government from levying a net income tax, and would authorize counties, cities and towns to levy a graduated tax on personal or business net income - if the jurisdiction makes a corresponding reduction in the amounts collected in certain uniform local taxes; and

WHEREAS, the City Council wishes to join many other Washington local jurisdictions, including Battle Ground, DuPont, Granger, Kennewick, Longview, Moses Lake, Richland, Spokane, Spokane Valley, Union Gap, West Richland and Yakima, as well as Chelan County, Franklin County, Grant County, Spokane County and Yakima County, in publicly declaring its position opposing the imposition of a local income tax on its residents and businesses; and

WHEREAS, businesses large and small provide the economic lifeblood in our City, the County, the region, state and country; and

WHEREAS, businesses are already subject to a highly regressive business and occupation tax imposed by the state of Washington, and although many cities across the state additionally impose a local business and occupation tax, the Pasco City Council has deliberately chosen not to do so, electing, instead, to create a regulatory and taxing climate based on opportunity in which businesses may operate; and

WHEREAS, the City Council knows that a strong and encouraging business climate is one of the best ways to attract and retain good businesses to employ people in family wage jobs; and

WHEREAS, use of a local income tax may generate additional revenue in the short term, but would most likely result in less long-term revenue due to the dampening effect it would have on our businesses.

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

That the imposition of a local income tax on the businesses and residents of the City of Pasco is opposed. Such a tax would be a direct conflict with the high value the City places on promoting economic development through the attraction and expansion of financially healthy, family wage paying employers. Small businesses are the backbone of our local, regional, state, and national economy and it is imperative that the City not put unnecessary hurdles in the way of their success. As such, the City Council of the City of Pasco opposes the imposition of a local income tax in the event a local income tax is determined legal and permissible by the Washington State Supreme Court or the Washington State Legislature, and

Be It Further Resolved that the City Manager is authorized and directed to forward executed copies of this Resolution to the appropriate representatives of both houses of the Washington State Legislature, and of the Association of Washington Cities, in Olympia, Washington, and

Be It Further Resolved that this Resolution shall be effective upon adoption.

PASSED by the City Council of the City of Pasco, Washington, this 7th day of February, 2022.

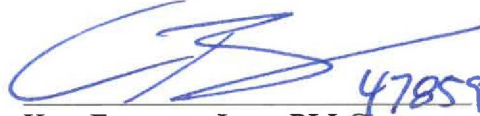


Blanche Barajas
Mayor



Debra Barham, CMC
City Clerk

APPROVED AS TO FORM:



Kerr Ferguson Law, PLLC
City Attorney

AGENDA REPORT

FOR: City Council June 24, 2026
TO: Harold Stewart, City Manager City Council Regular
Meeting: 7/6/26
FROM: Harold Stewart, City Manager
City Manager
SUBJECT: Presentation - Confederated Tribes of the Colville Reservation Pasco
Economic Development Project Update (20 min)

I. ATTACHMENT(S):

Presentation

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Jarred-Michael Erickson, Chairman, Colville Business Council and Cody Desautel, Executive Director, Confederated Tribes of the Colville Reservation will provide an informational presentation on the history, vision, and current status of the Pasco Economic Development Project.

III. FISCAL IMPACT:

IV. HISTORY AND FACTS BRIEF:

Background

The presentation will discuss how the Pasco Economic Development Project originated and the collaborative efforts that led to its development. Presenters will provide historical context regarding the Confederated Tribes of the Colville Reservation and their ancestral ties to the Pasco area and surrounding region.

In addition, the presentation will provide an overview of the proposed project, its intended purpose and benefits, and an update on the current status of planning and development efforts. The presentation is intended to provide Council and the community with information regarding the project and its significance to the Tribes and the region.

Impacts Other Than Fiscal

This presentation is informational in nature and does not have a direct fiscal impact on the City. The information provided may assist Council in understanding the historical, cultural, and economic aspects of the proposed

project and its potential regional significance.

V. DISCUSSION:

Recommendation

Receive the presentation from representatives of the Confederated Tribes of the Colville Reservation and provide any comments or questions as appropriate.

Constraints

This item is for informational purposes only. No Council action is required at this time.

Next Steps

No immediate action is anticipated. City staff will continue to maintain communication with project representatives and provide information to Council as appropriate.

Alternatives

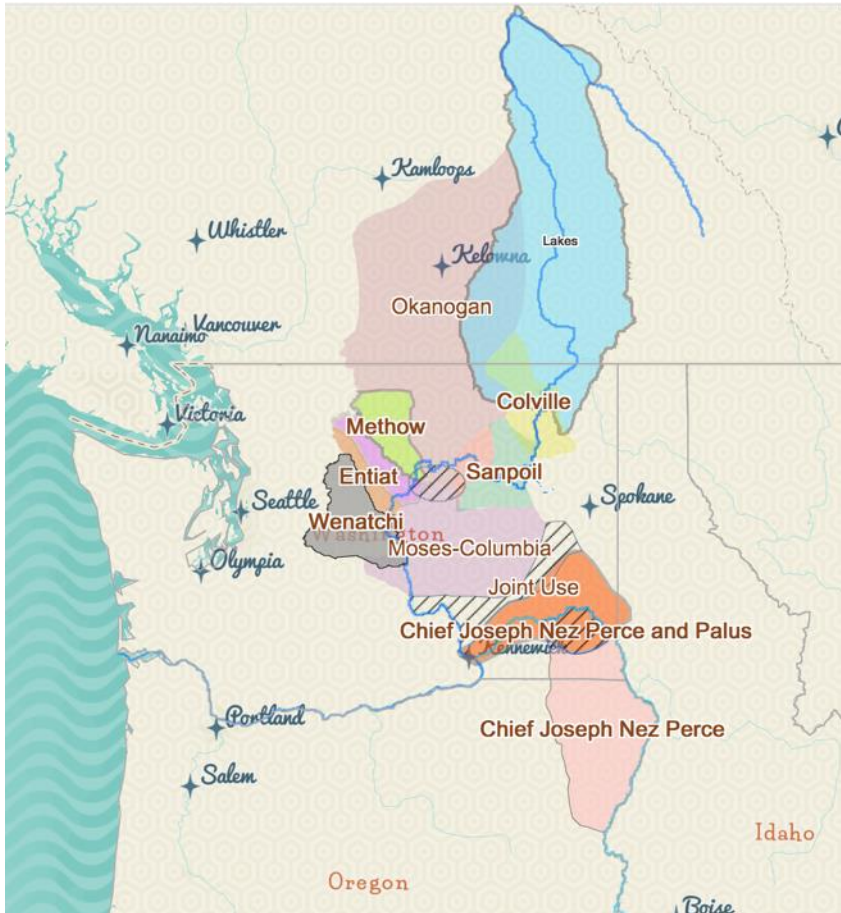
1. Receive the presentation as presented.
2. Request additional information or future updates regarding the project.

The Pasco Economic Development Project Update

Presented to Pasco City Council

July 6, 2026

Traditional Homelands of the Confederated Tribes of the Colville Reservation



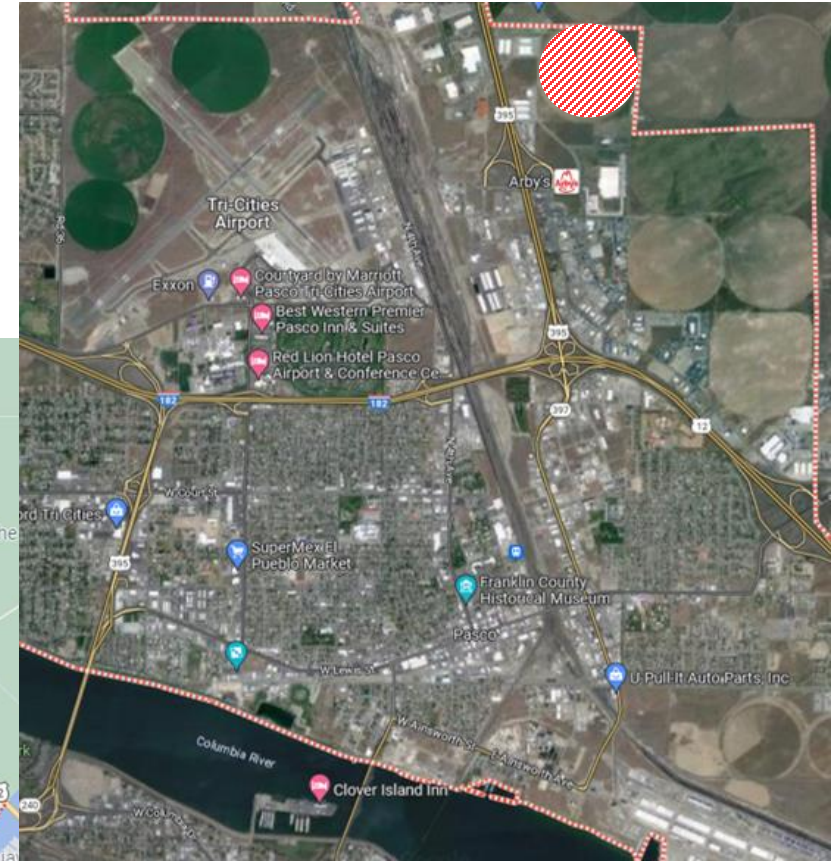
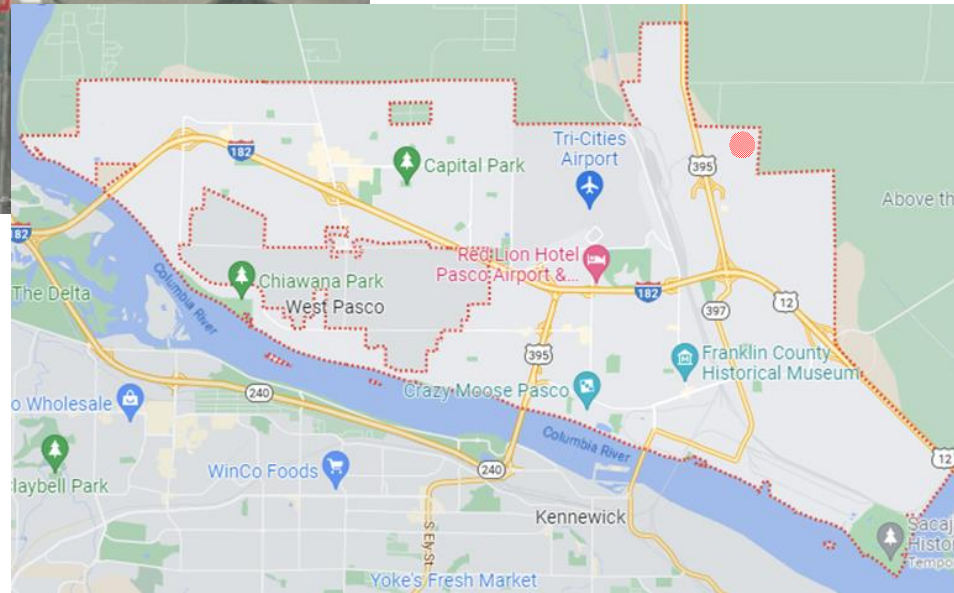
- Colville Confederated Tribes is comprised of 12 tribes from across eastern Washington, northern Idaho, eastern Oregon, and British Columbia
 - Moses-Columbia, San Poil, Nespelem, Methow, Entiat, Colville, Lakes, Wenatchee (Wenatchi), Chief Joseph's Band of Nez Perce, Palus, Southern Okanogan, and Chelan
- The Pasco area is the traditional homelands to multiple constituent Colville Tribes, including the Palus



The Tribes' Pasco Land Purchases



Page 151 of 215



Agreements with Local Government Entities

- **Agreement in Principle** for cooperation with City of Pasco (Nov. 2019)
- **Signed Letter of Intent** with Franklin County PUD for a potential future lease of Colville Tribes' property in Pasco for the construction and operation of a new substation (Nov. 2020)
- **Cooperation Agreement** with Franklin County Sherriff on law enforcement and public safety issues (Aug. 2021)
- **Cooperation Agreement** with Port of Pasco to address any necessary impact mitigation and future joint projects (June 2022)
- **Municipal Services Agreement** with City of Pasco that provides for the provision of services to the property once in trust status (Nov. 2022)

The Tribes' Plans for 160-acre Parcel...

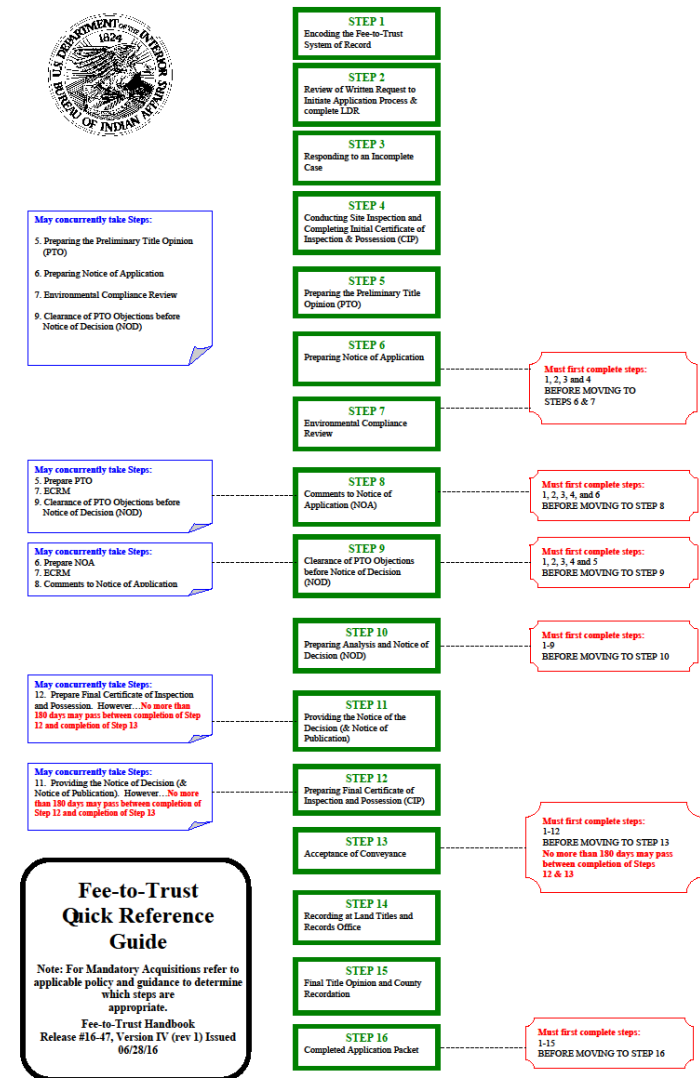


The Tribes' Vision for the Completed Project



Fee-To-Trust Process

- 16 step process
- Currently working on a draft Environmental Impact Statement, which is the highest level of review in the federal NEPA process.
- At Step 7-Environmental Compliance Review
- Scoping report was released in early May after 2 years
- Notice of Intent (NOI) was published in the Federal Register on April 3, 2024
- Scoping hearing was held on April 24, 2024



Final Thoughts

The Pasco economic development project will provide—

- Economic growth for south central Washington
- Increased revenue to help bridge the funding gap for Colville Tribes' governmental services to its membership
- Increased contributions back to its members and its community
- Awareness and recognition of the rich history of the 12 Colville Confederated Tribes

Q&A

AGENDA REPORT

FOR: City Council March 30, 2026
TO: Harold Stewart, City Manager City Council Regular Meeting: 7/6/26
FROM: Harold Stewart, City Manager
City Manager
SUBJECT: Agreement – Harris Road Realignment Agreement with VWA-Pasco, LLC, ("Visconsi") for Broadmoor Development

I. ATTACHMENT(S):

Proposed Agreement

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

Discussion

III. FISCAL IMPACT:

Revenue:

Traffic Impact Fee: \$870 thousand

Tax Increment Financing: \$3.0 million

Expense:

Engineer's Cost Estimate: \$3.8 million

IV. HISTORY AND FACTS BRIEF:

Background

The Broadmoor Area in northwest Pasco is a 1,200-acre master-planned district identified as a critical growth corridor in the City's Comprehensive Plan. Strategically located near Interstate 182, Broadmoor is envisioned as a regional hub for commercial, residential, and mixed-use development, including retail centers, restaurants, medical offices, and up to 5,000 residential units. The Broadmoor Master Plan emphasizes connectivity, multimodal transportation, and sustainable urban design, supported by significant infrastructure investments. It has been critical for the City to ensure that the transportation infrastructure within this area is adequate for foreseeable future.

To fund infrastructure improvements, the City has utilized Tax Increment

Financing (TIF), ensuring these improvements occur without increasing taxes on current residents. Tax Increment Financing (TIF) in Washington allows cities, counties, and port districts to fund public infrastructure improvements by capturing the increase in property tax revenue (the “increment”) that results from rising property values within a designated area after development. Instead of raising new taxes, the future growth in property taxes is allocated to pay for public improvements or repay bonds. State property taxes and voter-approved school levies are excluded from this calculation. Projects planned to be funded by Tax Increment Financing (TIF) include the expansion of Broadmoor Boulevard, extension of Sandifur Parkway, new Road 108, and major upgrades to the Road 100/I-182 interchange.

Harris Road

The existing roadway configuration of Harris Road does not adequately support anticipated traffic volumes or connectivity required for large-scale commercial development and creates safety issues due to its proximity to soon to be four way intersection on Sandifur Parkway and Broadmoor Boulevard. Due to these factors, City has identified need to reroute Harris Road to Road 103 within the Broadmoor area. More information on traffic circulation in Broadmoor area can be found on Broadmoor Area Master Plan Section 2.2.3 Access and Circulation (Page 26) <https://www.pasco-wa.gov/DocumentCenter/View/64884/Broadmoor-Master-Plan-Adopted-April-17-2023-?bidId=>.

Council approved Ord. 4834 vacating the old Harris Road ROW at the May 4, 2026 Regular City Council meeting. The proposed agreement requires Visconsi to dedicate the right-of-way necessary for the new Harris Road alignment to the City at no cost upon closing of the property purchase, but no later than February 15, 2027, in accordance with the agreement.

V. DISCUSSION:

Discussion

Visconsi, is a fourth generation, family-owned developer and manager of retail and other properties and a provider of real estate advisory services. They operate coast to coast and are under contract to develop south east end adjacent to Broadmoor Blvd as shown below in preliminary site plan (which is subject to change prior to finalization of plans).

Visconsi, has a land purchase agreement to develop acreage at the intersection of Broadmoor and Sandifur. City staff and representatives from Visconsi have been discussing and negotiating the need to realign Harris Road to support the commercial development and how it effects the site design of the property.

The City has started scoping and design efforts that is expected to be complete in the fall of 2026, allowing for bidding in late 2026/early 2027. If approved by Council award of construction bid is scheduled for early 2027 and construction beginning in Spring 2027. Completion of construction is targeted for no later than 2028.

This timeline allows for Visconsi to secure tenant agreements in 2026, construction of buildings in 2027, and tenant occupancy as soon as late 2027.

The proposed agreement with Visconsi Companies sets a framework for cost-sharing, if necessary, and coordinates the Harris Road realignment to ensure timely infrastructure delivery. This alignment supports private investment, accelerates economic development, and advances the City's goal of realigning Harris Road.

Key aspects of this development agreements are that:

- The City will design and construct the Harris Road realignment in accordance with State law, City codes, and the Broadmoor Master Plan. Landscaping responsibility lies with Visconsi along the east side of the realignment adjacent to Phase 1, with future Phase 2 owners responsible for landscaping on the west side upon development.
- The Harris Road realignment is a planned public infrastructure project identified in the City's adopted Six-Year Transportation Improvement Program and funded through the Broadmoor Tax Increment Financing (TIF) program. The project is not a financial incentive or subsidy for this development, but a planned public improvement that supports the transportation network and long-term growth of the Broadmoor area.
- Construction is funded through previously authorized TIF bond proceeds and Transportation Impact Fees. The agreement does not waive, reduce, or reimburse any fees otherwise required of the development. Visconsi remains responsible for paying all applicable Transportation Impact Fees, permit fees, utility connection fees, and other development-related costs required by City code. As this and future developments occur within the Broadmoor TIF district, the resulting increase in property tax revenues will contribute toward repayment of the public infrastructure investment.
- The City will complete construction within 28 months of award of the construction contract, provided the conditions outlined in the agreement have been satisfied, including acquisition of the property by Visconsi and dedication of the required right-of-way.
- Visconsi will dedicate the required 80-foot-wide right-of-way to the City at no cost upon closing of the property purchase, but no later than February 15, 2027.
- Cost Sharing Framework (if bids come over the engineer estimate)
 - Less than 10% - City covers full cost.

- 10% to 20% - City and Visconsi each pay 50% of this overage cost.
- More than 20% to 30% - Visconsi pays 100% of this overage cost.
- If bids exceed 30%, the City may reject all bids and terminate the agreement. If the City later cancels the project after receiving the right-of-way dedication, Visconsi may construct the improvements and pursue transportation impact fee credits and potential developer reimbursement as allowed by City code.

Realignment to Harris Road to Road 103 is a project included in City most recent Transportation Impact Fee project list. Transportation Impact Fees only pay for portion of the project cost directly related to growth. Allocated Transportation Impact Fee cost for this project per the Transportation Impact Fee study is \$869,250. For more information on the study please visit <https://www.pasco-wa.gov/1512/Transportation-Impact-Fees>. Engineering estimates for the project is \$3.80 million. City issued bonds in July of 2024 (link to <https://pasco.civicweb.net/document/297669/Ordinance%20No.%204720%20-%20Issuance%20of%202024%20Bond%20-%20Li.pdf?handle=D6F3D969AD4B47E4856EB63CE1CCFF4A>) for \$39,000,000. Broadmoor Properties and Pasco Public Facilities District have backstopped some of the debt for projects that supported their Development. They pay for 100% of debt service for Sandifur Pkwy Extension to Road 108 and Road 108 Extension to Harris Road. Broadmoor Properties also entered into an agreement with the City that backstops \$5.5 million in any future projects. The agreements allow for the City to bill the partners for any deficit in TIF revenues till the TIF revenues are sufficient to support debt service. Once the TIF revenues exceed debt service, City is obligated to make payments back to the partners accordingly. The agreements are attached to the staff report.

City has received favorable bids for past and current projects, resulting in remaining funds of nearly \$13 million (including \$5.5 million for future projects). Staff is recommending usage of combination of Tax Increment Financed bond proceeds and Transportation Impact Fee to complete this project.

Recommendation

Staff recommends City Council authorize the City Manager to execute the Harris Road Realignment Agreement with VWA-Pasco, LLC., ("Visconsi") in substantially the form presented, with authority to make minor administrative or non-substantive changes as may be necessary prior to execution.

Alternatives

Council can reject the development agreement and direct staff to revise certain elements of the agreements.

Impact

The developer needs the agreement with the City to continue recruiting prospective businesses to the site. Delay in approval of the agreement could result in delays to, or loss of, future commercial development opportunities

1 **HARRIS ROAD REALIGNMENT AGREEMENT**

2
3
4 This Harris Road Realignment Agreement (“Realignment Agreement” or “Agreement”) is
5 entered into this this _____ day of _____ 2026, by and between the City of Pasco, a
6 Washington State Municipal Corporation (“City”), and VWA-Pasco, LLC, an Ohio limited
7 liability company (“Visconsi”). The City and Visconsi are each a “Party” and collectively the
8 “Parties” to this Agreement.

9
10 **I. RECITALS**

11
12 A. Visconsi is a party to a purchase and sale agreement with Broadmoor Properties, LLC
13 (“BP”), the owner of property generally known as Lot 10 of Record Survey No. 1956316 and/or
14 Franklin County Tax Parcel No. 115210040 (the “Property”).

15 B. Visconsi states that the above referenced purchase and sale agreement allows Visconsi
16 to delineate and purchase a portion of Lot 10 which is referred to in this Agreement as Phase 1 and
17 depicted in Exhibit A.

18 C. The City of Pasco desires to construct a relocation of Harris Road across a portion of
19 the Property within Phase 1. The City has included Project No. 52 (Harris Road Realignment) in
20 its 2025-2030 Six-Year Transportation Improvement Program (“STIP”).

REALIGNMENT AGREEMENT

Page 3 of 24

06/30/26

1 will consider in good faith input from Visconsi concerning the precise location of the two internal
2 road connections to the Realignment; provided, however, that the City will make the final
3 determination of the road connection locations in the City's sole discretion, based on engineering
4 judgment, public safety and vehicular circulation, among other considerations. Visconsi may
5 request that the City include additional curb cuts in the Realignment in locations that align with
6 Visconsi's Phase 1 site plan, which the City may in its sole discretion determine whether to include
7 or not include in the Realignment, provided that Visconsi shall pay all costs associated with any
8 such additional curb cuts, including without limitation additional design costs; increased labor,
9 material and/or construction costs; differing site conditions; delay or schedule extension costs;
10 and/or construction change order. Landscaping of the right-of-way is not included in the Harris
11 Road Realignment, but Visconsi will be the responsible for landscaping on the east side of the
12 Realignment abutting Phase 1, and the owner of the remainder of the Property will be responsible
13 for landscaping on the west side of the Harris Road Realignment at the time of development of
14 that portion of the Property.

15 b. The City will publish a Request for Bids ("RFB") for the Realignment
16 shown in Exhibit A; provided, however, that in addition to or in lieu of the alignment shown in
17 Exhibit A, at the City's discretion the City may include in the RFB a Bid Alternate No. 1 as shown

REALIGNMENT AGREEMENT

Page 4 of 24

06/30/26

1 in Exhibit B, allowing for a smaller segment of Harris Road to be constructed, so long as the Bid
2 Alternative 1 roadway alignment and construction is such that the Harris Road Realignment can
3 be extended and completed when Phase 2 of the Property is developed. The City will publish the
4 RFB after its completion of 100% design documents for the Realignment, but before December
5 31, 2026.

6 c. Provided that: (i) the City Engineer’s cost estimate and the bids for the
7 Harris Road Realignment are acceptable to the Pasco City Council in its sole discretion; (ii)
8 Visconsi has closed and recorded its purchase from BP of the Phase 1 Property; (iii) the successful
9 responsible and responsive bid is within 30% of the City’s Engineer’s Estimate of Project costs;
10 (iv) a contract for construction is awarded by the Pasco City Council and executed between the
11 City and the responsible, responsive bidder, and (v) the right of way dedication described in
12 Section 2 (Dedication of Land) below is completed and accepted by the Pasco City Council in its
13 sole discretion; the City will initiate construction of the Harris Road Realignment, will coordinate
14 City construction activities with Visconsi regarding the Development and achieve a substantial
15 completion date within 28 months of the date of award of the construction contract. For purposes
16 of this subsection, “substantial completion date” shall have the meaning provided in the version of
17 the Washington State Department of Transportation (WSDOT) Standard Specifications for Road,

REALIGNMENT AGREEMENT

Page 5 of 24

06/30/26

1 Bridge and Municipal Construction, as modified by any City local agency amendments, applicable
2 to the Harris Road Realignment construction contract. In the event that one or more of the
3 foregoing requirements are not met, the City may terminate this Agreement as provided in Section
4 3 below.

5 d. In the event that the cost of a contract awarded for construction of the Harris
6 Road Realignment exceeds the amount of the City Engineer's Estimate, the Parties agree to
7 allocate the excess costs as follows: (1) if the amount of the awarded contract is less than 10% of
8 the Engineer's Estimate, the City will bear the additional amount; (2) if the amount of the awarded
9 contract is 10% to 20% over the Engineer's Estimate, the City and Visconsi will each pay 50% of
10 the amount from 10% - 20%; and (3) if the amount of the awarded contract is more than 20% and
11 up to 30% over the Engineer's Estimate, Visconsi is responsible for the amount of the awarded
12 contract cost exceeding 20% and up to 30% over the Estimate. If bids exceed 30% of the Estimate,
13 the City may reject all bids and terminate this Agreement as provided in Section 3 below.

14 To illustrate, a \$4 million Engineer's Estimate would result in the following cost allocation:
15 (1) City is responsible for up to \$4,400,000 if the amount of the awarded contract is up to 10%
16 over the Estimate; (2) the City is responsible for \$4,600,000 and Visconsi is responsible for
17 \$200,000 if the amount of the awarded contract is 20% over the Engineer's Estimate; and (3) the

REALIGNMENT AGREEMENT

Page 6 of 24

06/30/26

1 City is responsible for \$4,600,000 and Visconsi is responsible for \$600,000 if the amount of the
2 awarded contract is 30% over the Engineer's Estimate.

3 Visconsi will reimburse the City any amounts due under this subsection within thirty (30)
4 days of the date of the City's and responsible bidder's execution of the construction contract for
5 the Harris Road Realignment. The Parties agree that payment of any costs by Visconsi under this
6 subsection shall not entitle Visconsi to a credit against transportation impact fees paid for the
7 Development under PMC 3.40.080. If the City has not expended any amounts reimbursed
8 hereunder on construction of the Harris Road Realignment within five (5) years of collection, the
9 City shall refund such amounts within thirty (60) days of the date of Visconsi's written demand
10 therefor.

11 e. Conditions of City land use or other permit approvals for the Development may
12 require construction of or payment of pro rata contributions towards other street, road, utility or
13 other improvements needed to serve and/or mitigate impacts from the Development. The City's
14 construction of the Harris Road Realignment shall not be construed as limiting the imposition of
15 otherwise-applicable state or city laws, ordinances, or regulations authorizing or requiring such
16 other improvements, mitigation measures or payment of fees as a condition of City land use
17 approvals or permits needed for the Development.

1 **2. Dedication of Land.**

2 On or before the date of closing of Visconsi's acquisition of the Property, and no
3 later than February 15, 2027, Visconsi will dedicate or cause to be dedicated to the City, at no cost
4 to the City sufficient right-of-way for the Harris Road Realignment as described in Section 1.a.
5 above and Exhibits A and B. Dedication shall be accomplished by a Bargain and Sale Deed in the
6 form attached hereto as Exhibit C and subject only to any existing exceptions and the standard
7 printed exceptions title identified in the preliminary commitment for title insurance dated [date
8 here]. At conveyance, Visconsi will provide City with \$650,000 ALTA standard title coverage
9 insuring City against loss or damage arising from any defects in title subject to any existing
10 exceptions and the standard printed exceptions identified in the preliminary commitment for title
11 insurance dated [date here]. At the City's request, the title policy may include extended coverage
12 or endorsements (subject to the title company's approval of extended coverage or endorsement),
13 but the City will bear the expense for any extended coverage or endorsements. Demolition,
14 removal or abandonment of any existing pavement or utilities remaining within the current Harris
15 Road alignment as of the date of any ordinance vacating Harris Road shall be Visconsi's
16 responsibility.

17 **3. Contingency Planning and Termination.**

REALIGNMENT AGREEMENT

Page 8 of 24

06/30/26

1 a. If the City has not received a dedication of a Realignment right-of-way by
2 February 15, 2027, the City may update its City Engineer’s cost estimate and the bids for the Harris
3 Road Realignment and recomplete the process outlined in Section 2.b – 2.d during the subsequent
4 bid cycle.

5 b. In the event that: (a) Visconsi fails to take all of the actions described in
6 Section 1(b) by February 15, 2027; (b) one or more of the requirements in Section 1(c) are not met
7 or (c) bids for construction of the Harris Road Realignment exceed 30% of the Engineer’s Estimate
8 and the City rejects all bids; the City may unilaterally terminate this Agreement. Termination shall
9 be effective upon electronic, mail or in-person delivery of written notice of same to Visconsi.

10 c. If the City has received a dedication of a Realignment right-of-way and
11 subsequently cancels the Realignment project and terminates this Agreement, Visconsi may
12 construct at Visconsi’s cost the Harris Road Realignment within the dedicated Realignment right-
13 of-way, and receive a credit for the construction costs against transportation impact fees paid by
14 Visconsi for its Phase 1 project. Visconsi may also seek approval for a developer reimbursement
15 agreement pursuant to Ch. 14.25 of the Pasco Municipal Code, up to the amount of Realignment
16 construction paid by Visconsi in excess of the amount of any credit against Phase 1 transportation
17 impact fees.

REALIGNMENT AGREEMENT

Page 9 of 24

06/30/26

1 **4. Definitions.** Words and phrases highlighted in bold herein shall have the meaning
2 ascribed to them by this Agreement. All other words and phrases shall be interpreted using the
3 ordinary meaning derived from dictionaries in common usage such as Oxford's American
4 Dictionary, Merriam-Webster's Dictionary, or the American Heritage Collegiate Dictionary.

5 **5. Recitals and Exhibits Incorporated by Reference.** All Recitals and Exhibits
6 referenced in this Agreement are hereby incorporated by this reference and shall be considered as
7 material terms of this Agreement.

8 **6. Integration.** This Agreement and its component elements constitute the entire
9 understanding between the Parties regarding the subject matter hereof, and no prior oral or written
10 agreement shall be valid.

11 **7. Headings.** The headings used in this Agreement are for convenience only and shall
12 not be used to interpret the terms of this Agreement.

13 **8. Obligation to Abide by Law.** The Parties acknowledge their respective obligations
14 to abide by city, state, and federal laws and regulations applicable to this Agreement and the
15 Development. Nothing herein shall prevent the City from enforcing such laws where applicable,
16 including without limitation such laws, ordinances or regulations applicable to the Development

REALIGNMENT AGREEMENT

Page 10 of 24

06/30/26

1 including any related to street, road, utility or other infrastructure required to serve the
2 Development or mitigate its impacts, and/or related to City funding requirements.

3 **9. Interpretation.** This Agreement has been reviewed and revised by legal counsel
4 for all Parties, and no presumption or rule construing ambiguity against the drafter of the document
5 shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be
6 construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be
7 construed or implied that the City has by this Agreement contracted away its constitutional and
8 statutory powers, except as otherwise authorized by law, nor that the Agreement in any way
9 requires the City to act contrary to or other than in compliance with all applicable federal state,
10 county and City of Pasco statutes, laws, rules, regulations and ordinances.

11 **10. Authority.** Each signatory to this Agreement represents and warrants that he or she
12 has full power and authority to execute and deliver this Agreement on behalf of the Party for which
13 he or she is signing, and that he or she will defend and hold harmless the other Parties and
14 signatories from any claim that he or she was not fully authorized to execute this Agreement on
15 behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this
16 Agreement will have been duly entered into by the Parties, and will be enforceable against each
17 Party in accordance with the terms herein.

REALIGNMENT AGREEMENT

Page 11 of 24

06/30/26

1 **11. Delays.** If any Party is delayed in the performance of its obligations in this
2 Agreement due to Force Majeure, then performance of such obligation shall be excused for the
3 period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot,
4 labor disputes, or other causes beyond the reasonable control of the obligated party.

5 **12. Notices.** All notices, requests, demands, and other communications called for or
6 contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same
7 by certified mail, return receipt requested, or by delivering the same by hand, to the following
8 addresses, or to such other addresses as the Parties may designate by written notice in the manner
9 aforesaid.

10
11
12
13
14
15
16
17
18
19
20
21
22

City of Pasco

City Manager
City Hall
525 N 3rd Avenue
City of Pasco, WA

And to its Attorney:

Foster Garvey PC
1111 3rd Avenue, Suite 3000
Seattle, WA 98101
c/o: Bob Sterbank

Visconsi Companies, Ltd.

REALIGNMENT AGREEMENT

Page 12 of 24

06/30/26

1 30050 Chagrin Blvd.
2 Pepper Pike, OH 44124

3 c/o: Brad Goldberg

4 And to its Attorney:

5 Tharsis Law PS
6 323 26th Ave.
7 Seattle, WA 9812
8 c/o: Jeremy Eckert

9

10 **13. Dispute Resolution.** It is the Parties' intent to work cooperatively and to resolve
11 disputes in an efficient and cost-effective manner.

12 a. Settlement Meeting. If any dispute arises between the Parties relating to this
13 Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten
14 (10) days after a Party's request for such a meeting.

15 b. Unresolved Disputes. In the event that the Parties are unable to resolve their
16 dispute at the Settlement Meeting, either Party may but is not required to provide the other Party
17 with a Notice of Default, setting out the nature of the dispute and proposed resolution. The Party
18 issuing the Notice of Default is referred to herein as the "Non-Defaulting Party" and the Party
19 receiving the Notice of Default is referred to as the "Defaulting Party". The Defaulting Party shall
20 have ten (10) business days to respond to Notice of Default. If the Defaulting Party fails to respond

REALIGNMENT AGREEMENT

Page 13 of 24

06/30/26

1 or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party
2 may commence an action in Superior Court to enforce this Agreement. The Parties may in their
3 joint discretion mutually agree to extend the ten (10) day period for cure. If an extension agreement
4 is reached, the Non- Defaulting Party shall not exercise any legal remedies until and unless the
5 applicable cure period has expired and the default remains materially uncured at such time.

6 c. Governing Law and Venue. This Agreement shall be governed by and construed
7 in accordance with the laws of the State of Washington. Venue for any judicial action arising out
8 of or relating to this Agreement shall lie in Franklin County Superior Court.

9 d. Specific Performance. The Parties specifically agree that damages are not an
10 adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific
11 performance of all material terms of this Agreement by any Party in default hereof. All terms and
12 provisions of this Agreement are material.

13 e. Attorneys' Fees. In any administrative or judicial action to enforce or determine
14 a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if
15 no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees,
16 and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

REALIGNMENT AGREEMENT

Page 14 of 24

06/30/26

1 **14. No Third-Party Beneficiary.** This Agreement is made and entered into for the sole
2 protection and benefit of the Parties hereto and their successors and assigns. No other person shall
3 have any right of action based upon any provision of this Agreement.

4 **15. Severability.** This Agreement does not violate any federal or state statute, rule,
5 regulation or common law known; but any provision which is found to be invalid or in violation
6 of any statute, rule, regulation or common law shall be considered null and void, with the
7 remaining provisions remaining viable and in effect.

8 **16. Cooperation in Execution of Documents.** The Parties agree to properly and
9 promptly execute and deliver any and all additional documents that may be necessary to render
10 this Agreement practically effective. This Paragraph shall not require the execution of any
11 document that expands, alters or in any way changes the terms of this Agreement.

12 **17. Exhibits.** This Agreement includes the following exhibits which are incorporated
13 by reference herein:

- 14 1. Exhibit A: Lot 10 Phase 1 Site Plan & Harris Road Realignment
15 2. Exhibit B: Harris Road Realignment Bid Alternate No. 1

16 **18. Successors and Assigns.** This Agreement shall be binding upon and inure to the
17 benefit of the heirs, administrators, executors, successors in interest and assigns of each of the

REALIGNMENT AGREEMENT

Page 15 of 24

06/30/26

1 parties. Any reference in this Agreement to a specifically named party shall be deemed to apply to
2 any successor, heir, administrator, executor or assign of such party who has acquired its interest in
3 compliance with the terms of this Agreement, or under law.

4 **19. Realignment Agreement Not a Development Agreement.** The Parties
5 acknowledge that this Harris Road Realignment Agreement is not a Development Agreement
6 within the meaning of RCW 36.70B.170-.210. This Agreement does not approve the Development
7 or set forth the development standards or other provisions that apply to and/or govern or vest the
8 development, use, and mitigation of the development of the Property. Any application(s) for
9 subdivision of the Property, binding site plan approval, land use approval or building permits for
10 the Development shall be subject to applicable processes set forth in the Pasco Municipal Code.

11 IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year
12 first above written.

13 [SIGNATURES ON THE FOLLOWING PAGE]

14

REALIGNMENT AGREEMENT

Page 16 of 24

06/30/26

1 CITY OF PASCO

2

3

4 By _____

5 Harold Stewart, City Manager

6

7

8 ATTEST:

9

10 _____

11 Krystle Shanks, City Clerk

12

13

14 APPROVED AS TO FORM:

15

16

17

18 _____
Daniel P. Kenny, Interim City Attorney

19

20

21 STATE OF WASHINGTON)

22) ss.

23 County of Franklin)

24

25 I certify that I know or have satisfactory evidence that person who appeared before me, and s/he
26 acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute
27 the instrument and acknowledged it as the _____, of City of Pasco that executed the within
28 and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes
29 mentioned in the instrument.

30

31

32

33

Notary Public in and for the State of
Washington, residing at _____

REALIGNMENT AGREEMENT

Page 17 of 24

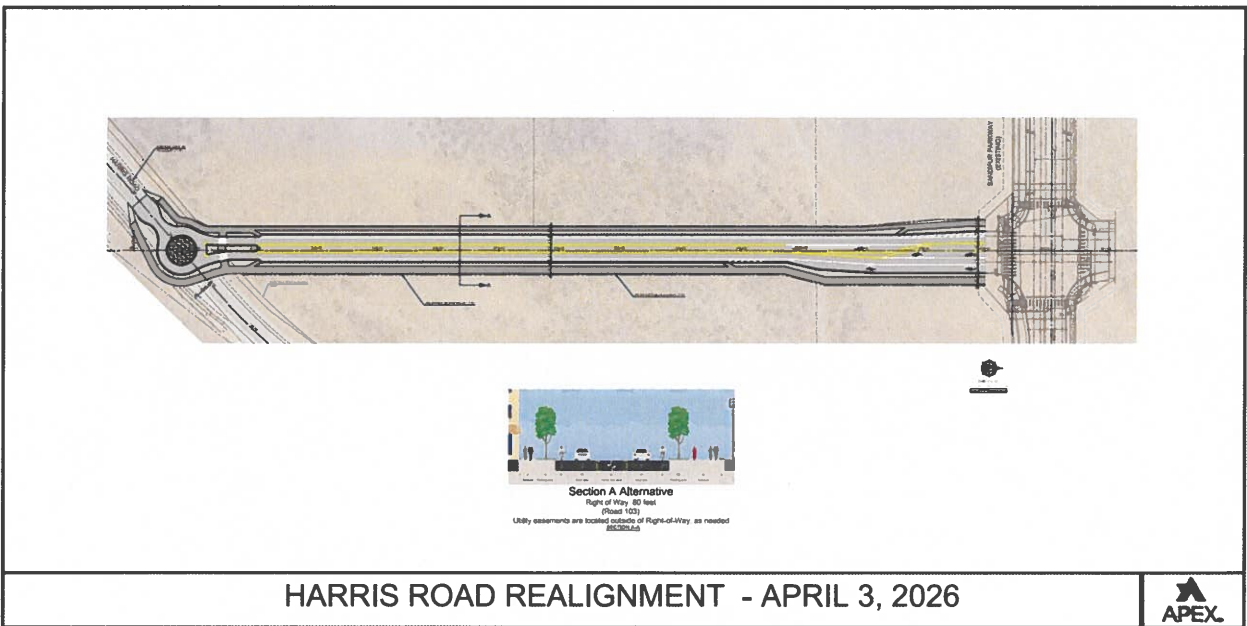
06/30/26

1
2
3
4
5
6

My commission expires: _____

1

Exhibit A

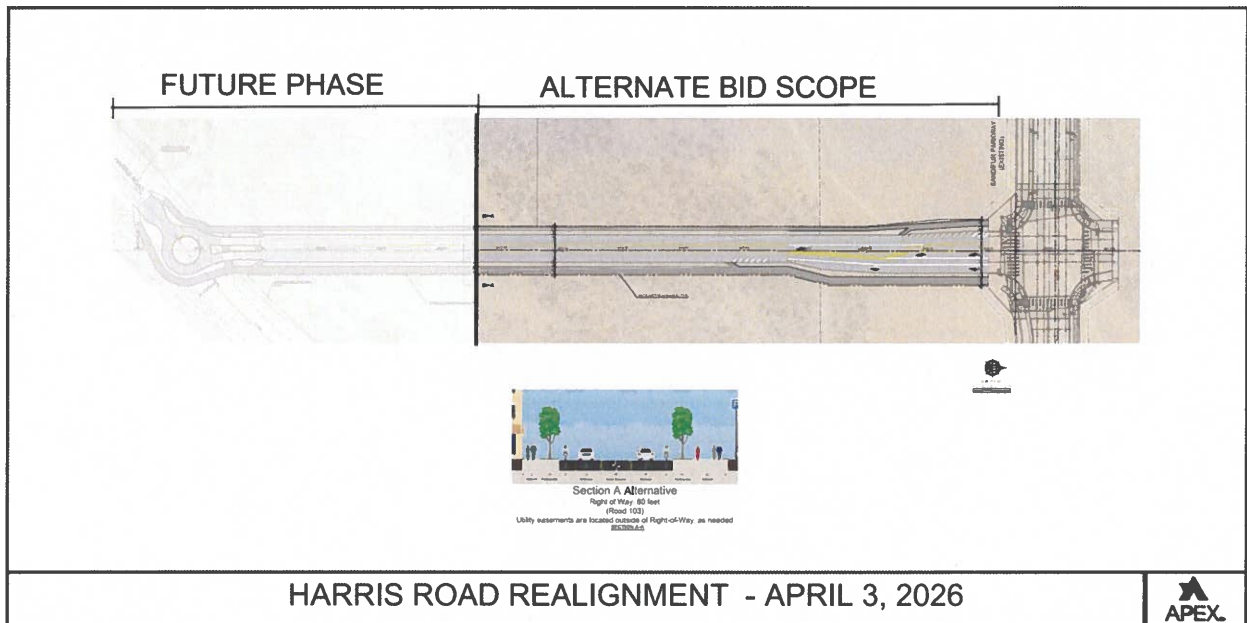


2

3

1
2

Exhibit B



3
4
5
6

Exhibit C –Bargain and Sale Deed Form

AFTER RECORDING RETURN DOCUMENT TO:

City of Pasco
City Clerk
Pasco City Hall
3rd Floor
525 N. 3rd Avenue
Pasco WA 99301

BARGAIN AND SALE DEED

Grantor:	VWA-Pasco, LLC, an Ohio limited liability company
Grantee:	City of Pasco
Abbreviated Legal Description:	Lot 10 of Record Survey No. 1956316 (complete legal description at Exhibit A)
Assessor's Tax Parcel No:	115210040

The Grantor, VWA-PASCO, LLC, an Ohio limited liability company, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells, and conveys to the Grantee CITY OF PASCO, a municipal corporation of the State of Washington, and to its successors and assigns, the real property legally described in Exhibit A and depicted in Exhibit B, subject only to matters set forth in Exhibit C, situated in the City of Pasco in Franklin County, Washington, for public for right-of-way purposes including without limitation public vehicular and pedestrian travel, grading, streets, sidewalks, multi-use paths, street lights, and utilities (including without limitation water, sewer, stormwater, electric, gas, telecommunications, cable and fiber optics, whether owned or operated by Grantee or other utilities providing service to

REALIGNMENT AGREEMENT

Page 22 of 24

06/30/26

1 Grantee and its residents via facilities within the right-of-way pursuant to permission by Grantee
2 by franchise, permit or other authorization).
3
4

5 DATED this day of _____, 2026 by Grantor, VWA-PASCO, LLC.
6
7

8 VWA-PASCO, LLC.
9

10 By: Domenic A. Visconsi, Jr.
11 Domenic A. Visconsi, Jr.
12

13
14 Its: Manager
15

16
17 STATE OF OHIO)

18 County of CUYAHOGA) ss
19
20

21 I certify that I know or have satisfactory evidence that person who appeared before me,
22 and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to
23 execute the instrument and acknowledged it as the manager of VWA-Pasco, LLC, that executed
24 the within and foregoing instrument, to be the free and voluntary act of such party of the uses
25 and purposes mentioned in the instrument.
26

27 Alison Ambrose
28
29 Notary Public in and for the State of
30 Ohio, residing at Lake County, OH
31

32 My commission expires: 1-21-29
33
34



ALISON AMBROSE
Notary Public
State of Ohio
My Comm. Expires
January 21, 2029

REALIGNMENT AGREEMENT

Page 24 of 24

06/30/26

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19

Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____

AGREEMENT ON FUNDING AND CONSTRUCTION OF
BROADMOOR INCREMENT AREA ROADWAY IMPROVEMENTS

This Agreement on Funding and Construction of Broadmoor Increment Area Roadway Improvements (this “Agreement”) is entered into by and among the City of Pasco, Washington (the “City”), Pasco Public Facilities District, a public facilities district created and existing pursuant to Chapter 35.57 RCW (the “PFD”), and Broadmoor Properties, LLC (“BP,” and, together with the City and the PFD, the “Parties”) to provide for certain matters relating to the funding and construction of roadway improvements within and serving the City’s Broadmoor Increment Area created by Ordinance No. 4618 of the City. The City, PFD and BP are each a “Party” and collectively the “Parties” to this Agreement. The Parties agree as follows.

Part One. RECITALS

A. By the passage of Ordinance No. 4618, the City Council of the City created a tax increment area designated as the Broadmoor Increment Area (the “Increment Area”) that became effective on June 1, 2023, pursuant to the provisions of Chapter 39.114 RCW (the “Act”).

B. The purpose of creating the Increment Area is to encourage new private developments within the Increment Area that would not reasonably be expected to occur without the City’s provision of certain public infrastructure improvements within and/or outside of and serving the Increment Area.

C. These public infrastructure improvements include certain roadway improvements described in Exhibit A attached to this Agreement and shown on the Broadmoor Development Lot Layout Sketch attached to this Agreement as Exhibit B (together with Exhibit A, the “roadway project descriptions”).

D. The roadway improvements described and shown in green in the roadway project descriptions represent those roadway improvements having an estimated cost of \$23 million (the “initial roadway improvements”) that the City had been planning to finance with the issuance in August 2024 of approximately \$24 million of non-voted limited tax general obligation bonds (“LTGO bonds”) of the City as authorized by the Act and other applicable law.

E. The roadway improvements described and shown in red in the roadway project descriptions represent additional roadway improvements having an estimated cost of \$11.5 million (the “additional roadway improvements”) that the City had been planning to finance with a second, later issuance of additional LTGO bonds in a principal amount within the maximum principal amount of \$39 million authorized to finance roadway improvements serving the Increment Area.

F. The City’s LTGO bonds used to finance roadway improvements serving the Increment Area will be issued as general obligations of the City to which the City will pledge its full faith, credit

and resources as well as “tax allocation revenues” (as defined by the Act) expected to be received by the City from regular property taxes levied on new private developments within the Increment Area.

G. The City intends and expects that tax allocation revenues received by the City from new private developments within the Increment Area during the term of its LTGO bonds issued to finance roadway improvements serving the Increment Area will be sufficient to pay or reimburse all of the City’s debt service payments on those LTGO bonds, either directly from current tax allocation revenues received by the City or by using later-received tax allocation revenues to reimburse the City for earlier debt service payments that were required to be made from the City’s other available tax revenues or other lawfully available money.

H. BP is the current owner of the majority of the land included in the Increment Area, and the PFD wishes to purchase approximately 20 acres of land generally depicted as Lots 20 and 24 on the Broadmoor Development Lot Layout Sketch (to be created by future subdivision) within the Increment Area from BP to serve as the site for the construction by the PFD of a new Aquatic Center, as approved by the voters of the City, that would be served by the additional roadway improvements.

I. To encourage and facilitate the financing and construction by the City of the additional roadway improvements earlier than otherwise planned by the City, BP and the PFD have agreed to enter into this Agreement to provide certain financial accommodations to the City with respect to the City’s receipts of tax allocation revenues needed to pay debt service payments on the additional LTGO bonds required to finance the additional roadway improvements.

J. The financial accommodations to be provided by BP and the PFD to the City pursuant to this Agreement generally consist of the agreement by BP and the PFD to advance funds to the City to reimburse the City for the City’s debt service payments on the additional LTGO bonds made from the City’s other available tax revenues or other lawfully available money (thereby mitigating budgetary impacts on the City’s general fund) as a result of a shortfall in tax allocation revenues available for that debt service payment purpose during the term of the City’s LTGO bonds, with those shortfall advances made by BP and the PFD to be refunded to BP and the PFD from tax allocation revenues received by the City in subsequent years when such collections, if any, are sufficient to be available for such reimbursement purposes during the term of this Agreement.

K. The Parties agree that the actions to be taken by them pursuant to this Agreement are intended to encourage the construction of new private developments within the Increment Area as promptly as practicable so that the total amount of tax allocation revenues available to the City for the payment of its LTGO bonds issued to finance the roadway improvements serving the Increment Area will be timely received by the City in amounts sufficient to pay or reimburse, in full, the City’s debt service payments on those bonds.

Part Two. AGREEMENT TERMS

1. City Financing and Construction of Broadmoor Roadway Improvements.

(a) Subject to the City’s determination that municipal bond market conditions are acceptable to the City, the City will issue tax-exempt LTGO bonds in a maximum principal amount of up to \$34.5 million to finance roadway improvements serving the Increment Area, including up to \$11.5 million in principal amount of additional LTGO bonds allocated to the construction of the additional roadway improvements described and shown in red in the roadway project descriptions.

(b) BP will dedicate and convey to the City by statutory warranty deed, at no cost to the City, all land and interests in land required by the City for construction of the additional roadway improvements.

(c) The City shall have full control over the design and construction of the roadway improvements, including but not limited to decisions concerning the selection of contractors pursuant to applicable public works laws and decisions concerning the cost of construction.

(d) If the Aquatics Center is to be built in proximity to or within the increment Area, the City will undertake best efforts to: (1) construct the additional roadway improvements in accordance with City standards necessary to accommodate the traffic impacts of the PFD’s proposed Aquatics Center; (2) coordinate City’s construction of the additional roadway improvements to the extent practicable with the PFD’s schedule for the construction of the Aquatics Center; and (3) include necessary frontage improvements related to the Aquatics Center, such as sidewalks, in the design of Road 108.

(e) The City will award bids for and manage the construction to completion of the roadway improvements. The City will own, operate and maintain the roadway improvements; the roadway improvements shall be used for general public use; and neither BP nor the PFD shall have any special legal entitlements to use the roadway improvements.

2. SEPA and Other Conditions.

(a) This Agreement is subject to the compliance with applicable federal and state laws, including prior compliance with applicable requirements of the State Environmental Policy Act (“SEPA”). In particular, the City’s obligation to construct the roadway improvements is expressly limited by completion of SEPA review through issuance of a threshold determination; the City’s consideration of the SEPA review and its determination whether it is appropriate to proceed with or without additional or revised conditions based on the SEPA review; and the resolution of any challenges to construction of the roadway improvements in a manner reasonably acceptable to the City.

(b) This Agreement is subject further to the City obtaining all required permits for construction of the roadway improvements, and the receipt of responsible bids to construct the roadway improvements serving the Increment Area at a cost that does not exceed the proceeds of the City's LTGO bonds available for that purpose.

3. Financial Accommodations to be Provided by BP and the PFD to the City.

(a) If tax allocation revenues received by the City derived from regular property taxes on new private developments within the Increment Area for any tax collection year are not sufficient to pay 100% of the debt service that was due and payable on the City's LTGO bonds issued for the roadway improvements in that tax collection year, with the result that the City is required to use and apply other available tax revenues to meet that shortfall in tax allocation revenues, then BP will advance 70% and the PFD will advance 30% of that shortfall to the extent allocated to the debt service payments on the additional LTGO bonds used to finance the additional roadway improvements. For this purpose, a ratable portion of each maturity of the City's outstanding LTGO bonds issued to finance all of the roadway improvements serving the Increment Area will be allocated to the financing of the additional roadway improvements. For example, if the City issues \$33,500,000 principal amount of LTGO bonds, and \$10,500,000 of that principal amount is used to finance the additional roadway improvements, then 31% of the debt service payable on the LTGO bonds in that tax collection year will be allocated to the additional roadway improvements. The PFD's 30% shortfall advance for any tax collection year shall be subject to a cap of \$300,000.

(b) The City, by January 15 of the calendar year immediately following each applicable tax collection year, will provide to BP and the PFD a statement, based on reports and information received by the City from the Franklin County Treasurer and the debt service payment schedule for the City's LTGO bonds issued for the roadway improvements serving the Increment Area (a "shortfall report"), showing (i) the total amount of tax allocation revenues with respect to regular property taxes levied for the applicable tax collection year received by the City in that tax collection year, (ii) the pro rata allocations of those tax allocation revenues applied to debt service payments made on the respective portions of the LTGO bonds allocable to the financing of the initial roadway improvements and the additional roadway improvements, (iii) the respective shortfalls in tax allocation revenues related to the debt service payments made on those portions of the LTGO bonds, and (iv) calculations of the 70% and 30% portions of the shortfall related to the debt service payments on the additional LTGO bonds required to be advanced by BP and the PFD, respectively, to the City (the "shortfall advances"). By February 15 of the calendar year immediately following the applicable tax collection year, BP and the PFD will transfer their respective shortfall advances to the City.

(c) The obligations of BP to the City under this Agreement shall continue in full force and effect for so long as BP or any other person or entity that is controlled by, controlling, or under common control with BP, continues to be the owner of any land in the Increment Area, irrespective

of any subdivision and sale by BP of other parcels of land in the Increment Area to other private entities for the purpose of constructing new private developments in the Increment Area.

(d) The City will keep records for each tax collection year that show, on a cumulative basis, the aggregate amount of shortfalls in tax allocation revenues related to the City's annual debt service payments on the portion of its outstanding LTGO bonds allocated to the financing of the initial roadway improvements and on the additional LTGO bonds allocated to the financing of the additional roadway improvements, respectively. The City also will keep records of the cumulative amounts of BP's and the PFD's shortfall advances to the City with respect to debt service payments on the additional LTGO bonds as well as the cumulative shortfalls in tax allocation revenues borne by the City in relation to its debt service payments on outstanding LTGO bonds allocated to the financing of the initial roadway improvements. If, for any tax collection year, tax allocation revenues received by the City exceed the amount of debt service that was paid by the City in that tax collection year, that excess amount of tax allocation revenues shall be applied by the City as follows: first, the City shall reimburse the City for a like amount of all debt service payments on the LTGO bonds previously paid from sources other than tax allocation revenues, such as other available tax revenues or other lawfully available money of the City; second, on February 15 of the calendar year immediately following each applicable tax collection year, the City shall credit a reimbursement amount (derived from that excess amount of tax allocation revenues) ratably among the City, BP and the PFD to reduce or refund, as applicable, (i) the aggregate unreimbursed amount of the City's prior debt service payments made from other available tax revenues of the City, (ii) the aggregate amount of BP's shortfall advances not yet refunded from tax allocation revenues, and (iii) the aggregate amount of the PFD's shortfall advances not yet refunded from tax allocation revenues; and, third, the City shall apply any remaining tax allocation revenues to any purpose authorized by Ordinance No. 4618.

(e) Notwithstanding any other provision of this Agreement, the financial accommodations provided by BP and the PFD to the City under the terms of this Agreement, including any shortfall advances made by BP and the PFD to the City to fund any BP shortfall advance, are not intended by the Parties to constitute, and shall not be treated as, a guarantee by BP or the PFD of payment of the City's debt service payments on the City's LTGO bonds, or as a guarantee of the payment of regular property taxes levied on new private developments constructed within the Increment Area. BP and all other owners of taxable property in the Increment Area will be required to pay annual property taxes on their taxable property in the Increment Area as generally provided by Washington law. The purposes of the undertakings by BP and the PFD under this Agreement are, first, to encourage the construction of new private developments within the Increment Area as promptly as practicable, and, second, to assist the City to mitigate any temporary budgetary impacts on the City that may result from the City's use of funds other than tax allocation revenues for the payment of debt service on its LTGO bonds issued to finance the roadway improvements in the early years during the term of those bonds.

4. Term of Agreement. The term of this Agreement shall end (the "Termination") on the earlier of: (a) December 31st, 2049; or (b) on the date 30 days following the date of the City's

shortfall report provided to BP and the PFD showing that the respective total amounts of shortfall advances made by BP and the PFD to the City have been refunded in full to BP and the PFD, respectively. Upon Termination, the obligations of the Parties end, including the obligations of BP and the PFD to make shortfall advances to the City and the obligation of the City to refund shortfall advances previously made by BP and the PFD.

EXECUTED AND AGREED TO BY THE PARTIES as of the last date written below:

CITY OF PASCO, WASHINGTON

BROADMOOR PROPERTIES, LLC

DocuSigned by:
By Adam R. Lincoln
B2FF192CB9CE400
City Manager

Date: 6/8/2024

DocuSigned by:
By Dale and Kathy Adams
18774F015B324CD
Managing Member

Date: 6/8/2024

PASCO PUBLIC FACILITIES
DISTRICT

DocuSigned by:
By Matt Watkins
059ECC06FE2487
Executive Director

Date: 6/8/2024

EXHIBIT A

SCOPE	PROJECT ESTIMATE	% RESPONSIBILITY			ANNUAL DEBT SERVICE		
		City	BP	PFD	City	BP	PFD
Eastbound ramp and roundabout - Full buildout (see plan sheet)	\$11,500,000	100%	0%	0%	\$916,309	\$0	\$0
Signalized intersection - full buildout (see plan sheet)	\$3,500,000	100%	0%	0%	\$278,877	\$0	\$0
Signalized intersection - full buildout (see plan sheet) * involves ROW acquisition from third party*	\$4,800,000	100%	0%	0%	\$382,459	\$0	\$0
Roadway improvements full buildout: sidewalk (north) pathway (south). Estimate includes signal at Rd 103. Utilities are existing	\$3,200,000	100%	0%	0%	\$254,973	\$0	\$0
Roadway improvements core road (curb & drainage): Utilities are existing except catch basins.	\$2,700,000	0%	70%	30%	\$0	\$150,593	\$64,540
Roadway improvements core road (curb & drainage): Estimate includes roundabout at sandifur and Rd 108. Utilities are existing except catch basins.	\$4,500,000	0%	70%	30%	\$0	\$250,989	\$107,567
2 lanes of traffic and median. Curbs, drainage, partial sidewalk (PFD Facility), no signals or other intersection treatments. Utilities are existing.	\$3,300,000	0%	70%	30%	\$0	\$184,059	\$78,882
	\$33,500,000				\$1,832,617	\$585,641	\$250,989

SUPPLEMENTAL AGREEMENT ON FUNDING AND CONSTRUCTION OF
BROADMOOR INCREMENT AREA ROADWAY IMPROVEMENTS

This Supplemental Agreement on Funding and Construction of Broadmoor Increment Area Roadway Improvements (this “Agreement”) is entered into by and between the City of Pasco, Washington (the “City”), and Broadmoor Properties, LLC (“BP,” and, together with the City, the “Parties”) to provide for certain matters relating to the funding and construction of roadway improvements within and serving the City’s Broadmoor Increment Area created by Ordinance No. 4618 of the City. The Parties agree as follows.

Part One. RECITALS

A. By the passage of Ordinance No. 4618, the City Council of the City created a tax increment area designated as the Broadmoor Increment Area (the “Increment Area”) that became effective on June 1, 2023, pursuant to the provisions of Chapter 39.114 RCW (the “Act”).

B. The purpose of creating the Increment Area is to encourage new private developments within the Increment Area that would not reasonably be expected to occur without the City’s provision of certain public infrastructure improvements within and/or outside of and serving the Increment Area.

C. These public infrastructure improvements serving the Increment Area include the roadway improvements described in Exhibit A attached to this Agreement.

D. The City expects to finance the roadway improvements with the proceeds of not more than \$39.0 million of non-voted limited tax general obligation bonds (“LTGO bonds”) of the City as authorized by the Act and other applicable law.

E. The City’s LTGO bonds used to finance roadway improvements will be issued as general obligations of the City to which the City will pledge its full faith, credit and resources as well as “tax allocation revenues” (as defined by the Act) expected to be received by the City from regular property taxes levied on new private developments within the Increment Area.

F. The City intends and expects that tax allocation revenues received by the City from new private developments within the Increment Area during the term of its LTGO bonds issued to finance roadway improvements will be sufficient to pay or reimburse all of the City’s debt service payments on those LTGO bonds, either directly from current tax allocation revenues received by the City or by using later-received tax allocation revenues to reimburse the City for earlier debt service payments that were required to be made from the City’s other available tax revenues or other lawfully available money.

G. BP is the current owner of the majority of the land included in the Increment Area. To encourage and facilitate the financing and construction by the City of the roadway improvements earlier than otherwise planned by the City, BP has agreed to enter into this Agreement to provide certain financial accommodations to the City with respect to the City's receipts of tax allocation revenues needed to pay debt service payments on up to \$5.5 million in principal amount of the LTGO bonds required to finance the roadway improvements.

H. The financial accommodations to be provided by BP to the City pursuant to this Agreement generally consist of the agreement by BP to advance funds to the City to reimburse the City for the City's debt service payments on that \$5.5 million portion (the "BP supplemental portion") of the LTGO bonds made from the City's other available tax revenues or other lawfully available money (thereby mitigating budgetary impacts on the City's general fund) as a result of a shortfall in tax allocation revenues available for those debt service payments during the term of the City's LTGO bonds, with those shortfall advances made by BP to be refunded to BP from tax allocation revenues received by the City in subsequent years when such collections, if any, are sufficient to be available for such reimbursement purposes during the term of this Agreement.

I. The Parties agree that the actions to be taken by them pursuant to this Agreement are intended to encourage the construction of new private developments within the Increment Area as promptly as practicable so that the total amount of tax allocation revenues available to the City for the payment of its LTGO bonds issued to finance the roadway improvements serving the Increment Area will be timely received by the City in amounts sufficient to pay or reimburse, in full, the City's debt service payments on those bonds.

Part Two. AGREEMENT TERMS

1. City Financing and Construction of Broadmoor Roadway Improvements.

(a) Subject to the City's determination that municipal bond market conditions are acceptable to the City, the City will issue tax-exempt LTGO bonds in a maximum principal amount of up to \$39.0 million to finance the roadway improvements serving the Increment Area.

(b) BP will dedicate and convey to the City by statutory warranty deed, at no cost to the City, all land and interests in land required by the City for construction of the roadway improvements.

(c) The City shall have full control over the design and construction of the roadway improvements, including but not limited to decisions concerning the selection of contractors pursuant to applicable public works laws and decisions concerning the cost of construction.

(d) The City will award bids for and manage the construction to completion of the roadway improvements. The City will own, operate and maintain the roadway improvements; the roadway

improvements shall be used for general public use; and BP shall not have any special legal entitlements to use the roadway improvements.

2. SEPA and Other Conditions.

(a) This Agreement is subject to the compliance with applicable federal and state laws, including prior compliance with applicable requirements of the State Environmental Policy Act (“SEPA”). In particular, the City’s obligation to construct the roadway improvements is expressly limited by completion of SEPA review through issuance of a threshold determination; the City’s consideration of the SEPA review and its determination whether it is appropriate to proceed with or without additional or revised conditions based on the SEPA review; and the resolution of any challenges to construction of the roadway improvements in a manner reasonably acceptable to the City.

(b) This Agreement is subject further to the City obtaining all required permits for construction of the roadway improvements, and the receipt of responsible bids to construct the roadway improvements serving the Increment Area at a cost that does not exceed the proceeds of the City’s LTGO bonds available for that purpose.

3. Financial Accommodations to be Provided by BP to the City.

(a) If tax allocation revenues received by the City derived from regular property taxes on new private developments within the Increment Area for any tax collection year are not sufficient to pay 100% of the debt service that was due and payable on the City’s LTGO bonds issued for the roadway improvements in that tax collection year, with the result that the City is required to use and apply other available tax revenues to meet that shortfall in tax allocation revenues, then BP will advance that shortfall amount to the City to the extent it is allocable to the debt service payments on the BP supplemental portion of the LTGO bonds used to finance the roadway improvements. For this purpose, a ratable portion of each maturity of the City’s outstanding LTGO bonds issued to finance the roadway improvements serving the Increment Area will be allocated to the BP supplemental portion of the LTGO bonds used to finance the roadway improvements.

(b) The City, by January 15 of the calendar year immediately following each applicable tax collection year, will provide to BP a statement, based on reports and information received by the City from the Franklin County Treasurer and the debt service payment schedule for the City’s LTGO bonds issued for the roadway improvements (a “shortfall report”), showing (i) the total amount of tax allocation revenues with respect to regular property taxes levied for the applicable tax collection year received by the City in that tax collection year, (ii) the pro rata allocations of those tax allocation revenues applied to debt service payments made on the BP supplemental portion of the LTGO bonds and the other portions of the LTGO bonds allocable to the financing of the roadway improvements, (iii) the respective shortfalls in tax allocation revenues related to the debt service payments made on those respective portions of the LTGO bonds, and (iv) calculations of the portion of the shortfall related to the debt service payments on the BP

supplemental portion of the LTGO bonds required to be advanced by BP to the City (the “shortfall advances”). By February 15 of the calendar year immediately following the applicable tax collection year, BP will transfer its shortfall advance to the City.

(c) The obligations of BP to the City under this Agreement shall continue in full force and effect for so long as BP or any other person or entity that is controlled by, controlling, or under common control with BP, continues to be the owner of any land in the Increment Area, irrespective of any subdivision and sale by BP of other parcels of land in the Increment Area to other private entities for the purpose of constructing new private developments in the Increment Area.

(d) The City will keep records for each tax collection year that show, on a cumulative basis, the aggregate amount of shortfalls in tax allocation revenues related to the City’s annual debt service payments on the BP supplemental portion of its outstanding LTGO bonds issued to finance the roadway improvements and the cumulative amounts of BP’s shortfall advances to the City with respect to those debt service payments. If, for any tax collection year, tax allocation revenues received by the City exceed the amount of debt service that was paid by the City in that tax collection year, that excess amount of tax allocation revenues shall be applied by the City as follows: first, the City shall reimburse the City for a like amount of all debt service payments on the LTGO bonds previously paid from sources other than tax allocation revenues, such as other available tax revenues or other lawfully available money of the City; second, on February 15 of the calendar year immediately following each applicable tax collection year, the City shall credit a reimbursement amount (derived from that excess amount of tax allocation revenues) ratably to reduce or refund, as applicable, (i) the aggregate unreimbursed amount of the City’s prior debt service payments on the LTGO bonds issued for the roadway improvements made from other available tax revenues or other lawfully available money and *not* funded from any shortfall advances made by BP under this Agreement or from shortfall advances made by BP and the Pasco Public Facilities District (the “PFD”) under the Three-Party Agreement (defined below), (ii) the respective aggregate amounts of BP’s and the PFD’s shortfall advances made under the Three-Party Agreement not yet refunded from tax allocation revenues, and (iii) the aggregate amount of BP’s shortfall advances under this Agreement with respect to debt service payments on the BP supplemental portion not yet refunded from tax allocation revenues; and third, the City shall apply any remaining tax allocation revenues to any purpose authorized by Ordinance No. 4618.

(e) Notwithstanding any other provision of this Agreement, the financial accommodations provided by BP to the City under the terms of this Agreement, including any shortfall advances made by BP to the City are not intended by the Parties to constitute, and shall not be treated as, a guarantee by BP of payment of the City’s debt service payments on the City’s LTGO bonds, or as a guarantee of the payment of regular property taxes levied on new private developments constructed within the Increment Area. BP and all other owners of taxable property in the Increment Area will be required to pay annual property taxes on their taxable property in the Increment Area as generally provided by Washington law. The purposes of the undertaking by BP under this Agreement are, first, to encourage the construction of new private developments within the Increment Area as promptly as practicable, and, second, to assist the City to mitigate any

temporary budgetary impacts on the City that may result from the City’s use of funds other than tax allocation revenues for the payment of debt service on its LTGO bonds issued to finance the roadway improvements in the early years during the term of those bonds.

4. Agreement Supplemental. This Agreement is intended by the City and BP only to supplement, and not to alter or amend, their respective responsibilities under that certain Agreement on Funding and Construction of Broadmoor Increment Area Roadway Improvements entered into on June 8, 2024, by the City, BP and the Pasco Public Facilities District (the “Three-Party Agreement”) by making the provisions herein for BP’s undertaking to provide the additional financial accommodations to the City with respect to the \$5.5 million BP supplemental portion of the City’s LTGO bonds to be issued to finance the roadway improvements serving the Increment Area.

5. Term of Agreement. The term of this Agreement shall end (the “Termination”) on the earlier of: (a) December 31, 2049; or (b) on the date 30 days following the date of the City’s shortfall report provided to BP showing that the total amount of shortfall advances made by BP to the City have been refunded in full to BP. Upon Termination, the obligations of the Parties end, including the obligations of BP to make shortfall advances to the City and the obligation of the City to refund shortfall advances previously made by BP.

EXECUTED AND AGREED TO BY THE PARTIES as of the last date written below:

CITY OF PASCO, WASHINGTON

BROADMOOR PROPERTIES, LLC

DocuSigned by:
By Adam R. Lincoln
B2FF1926B9CE400
City Manager

DocuSigned by:
By Dale and Kathy Adams
18774FC15B324CD...
Managing Member

Date: 6/12/2024

Date: 6/11/2024

EXHIBIT A

		SCOPE	PROJECT ESTIMATE	% RESPONSIBILITY			ANNUAL DEBT SERVICE		
#	PROJECT			City	BP	PFD	City	BP	PFD
8	Additional Public Roadway/Utilities Improvement	TBD	\$5,500,000	0%	100%	0%	\$0	\$438,235	\$0



TO: Mayor, Charles Grimm
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: July 6, 2026

City Manager:

City staff have been very busy with many community events over the last few weeks. These events have included FIFA Fan Zone, opening of the new Aquatic Center, and 4th of July activities.

Another significant event was the plane crash in the Columbia River. Thank you to our Police, Fire and Public Works staff who handled the chain of events quickly and professionally.

While the Department Heads will provide updates specific to their responsibilities here are several priorities identified by the City Manager since taking office being worked on in addition to the regular day to day operational duties (**Changes/updates from the last report are highlighted in red**):

1. **Broadmoor Development**- Meetings are ongoing discussing developer interest, progress, and potential City partnership. Agreements are being negotiated. First agreement with Visconsi will be presented at the July 6th Council meeting and on the July 20th agenda for Council action.
2. **HAPO Center**- Lease expired after December 2025. County and City discussing future, roles and partnership going forward. Lease extension has been provided to the County. On March 3rd the CMO office received a letter from the County Administrator and a check for \$1 buying out the City's interest in the HAPO Center as per the ILA and asserting full control of the Center. Staff is working with legal to assess the legality of the action and any potential recourses. Have received a response from the City's representation and will discuss further with Council in the near future.
3. **Animal Shelter**- Serves the entire Tri-Cities. Cost sharing between the three jurisdictions needs re-evaluated and agreed upon. In addition, some issues have arisen with the old facility that will require significant investment to repair. Staff is preparing and identifying the anticipated needs and associated costs to discuss with Council in the near future. A deeper conversation amongst the Tri-Cities city managers has begun regarding the needs and structure of the Shelter going forward.
4. **Hiring of Police Chief**-Finalist interviews were held on June 10th and 11th.
5. **Hiring of IT Director** - Finalist interviews were held on June 17th.
6. **FY 27/28 Budget**-Staff is preparing budget estimates and needs. Deadline for internal submittal was May 28th. City Manager's office is preparing to have a discussion with Council in July regarding a big picture perspective of budget pressures, projects, and needs and to receive Council priorities for budget consideration. The plan was to have a

facilitator for the meeting and beginning the development of a Strategic Plan, however, the costs were higher than expected. Costs of a Strategic Plan will be discussed/considered as part of the upcoming budget process. **City Manager is anticipating scheduling a retreat/prioritization session in August.**

7. **Public Dollars for Public Benefit**- This item was tabled by Council until January 2027.
8. **Aquatics Facility**- Facility opened to the public on **June 27th.**
9. **Employee Survey –** Survey has been finalized and the survey will be distributed to staff **on June 29th.**
10. **Essential Public Facilities and LRAs**- **Staff is preparing a proposed ordinance for presentation on the July 6th Council meeting.**
11. **Capital Improvement Plan (CIP)/Transportation Improvement Program (TIP) -** The City of Pasco scheduled two public engagement meetings to gather community input on updates to CIP and TIP. The first meeting was held on April 8 at City Hall, with both virtual and in-person attendance options available. The second opportunity for community members to participate in-person was held on April 14 at Rey Reynolds Middle School. TIP adoption is scheduled for approval on the June 15th agenda. Staff are in the process of preparing CIP, with presentation to Council planned for month of August and adoption in September.
12. **Crash Prevention Zone -** Staff is preparing this for discussion and direction at the **July 6th Council meeting.**
13. **Short Term Rentals –** Staff is preparing a proposed ordinance and will take next necessary steps, including Department of Commerce approval, a public hearing, and adoption by end of July or early August. **Is scheduled for the July 6th Council meeting.**
14. **Joint Council & Legislative Entity Meetings -** During a recent council meeting, there was discussion around coordinating joint Council and legislative entity meetings with key local partners. Council provided potential entities for these meetings to bring up for consideration. These meetings are intended to help strengthen relationships, align on shared priorities, and support Council's goals and objectives moving forward. Staff is requesting direction from Council on which entities to proceed coordinating annual meetings and to work alongside to build a collaborative agenda.
 - a. Pasco Chamber
 - b. Pasco School District Board
 - c. Franklin County
 - d. Port of Pasco
 - e. Mid-Columbia Libraries Board
 - f. Union Gospel Mission (UGM), Clean Sweep, & U-Turn for Christ
 - g. LBA
 - h. Visit Tri-Cities
 - i. Tri-City Hispanic Chamber of Commerce
 - j. Downtown Business Roundtable
 - k. Public Health District

A joint meeting with the Pasco Chamber was held June 23rd.

Meetings attended since the last report: Communication meetings with the Mayor, Mayor Pro Tem, and all Council members; attended the Police Academy Graduation and swearing in ceremony of new police officers; meetings with Broadmoor developers; monthly management team meeting; attended the Juneteenth celebration; Pasco Chamber Board meeting and joint Council and Chamber Board meeting; and many other internal communication and project meetings.

Legal Matters:

Below is a summary of the litigation matters currently pending against the City of Pasco.

1. Inosenio Buenaventura v. City of Pasco Police Department & City of Pasco Employee

Counsel: Micheal J Throgmorton

Current Status: [Order dismissing the case has been granted with prejudice.](#)

- September 2025: The Plaintiff filed a First Amended Complaint against a City of Pasco employee and the City of Pasco Police Department, seeking monetary damages related to an April 25, 2020, traffic stop. The Plaintiff alleges violations of their Fourth and Fourteenth Amendment rights.
- December 2025: The Court issued an Order Granting Opportunity to Amend Complaint after finding that the complaint failed to state a claim upon which relief could be granted.
- February 12, 2026: The Court granted the Plaintiff's second Motion for Extension of Time to Amend the Complaint, extending the deadline to February 27, 2026.
- February 27, 2026: The Plaintiff filed a Motion for Appointment of Pro Bono Counsel.
- March 10, 2026: The Court denied the Plaintiff's request for Pro Bono Counsel and dismissed the claims against the City of Pasco Police Department contained in the First Amended Complaint. The Court Clerk was also directed to issue a Summons, Notice of Lawsuit, and Request for Waiver of Service to the City of Pasco employee named in the lawsuit.
- April 8th, 2026: The City filed a Motion to Dismiss, arguing that the claims are barred by the applicable three-year statute of limitations and that the complaint otherwise fails to state a claim upon which relief can be granted.
- **June 18th, 2026: Motion to dismiss was granted with prejudice. The plaintiff has 30 days to file an appeal to the Ninth Circuit.**

2. Dave Swisher & Farm 2005 LLC v. City of Pasco

Counsel: Adam Rosenberg & Bob Sterbank

Lawsuit & Appeal: Land Use Petition act Challenge

Current Status: Appeal filed with Division III of the Court of Appeals

- April 2025: The City of Pasco became aware of a lawsuit filed by the Plaintiffs challenging the Hearing Examiner's approval of the Madison Park North Preliminary Plat. The matter was filed as a Land Use Petition Act (LUPA) appeal contesting several conditions of approval imposed by the Hearing Examiner, including:
 - Condition 3 – LID 'No Protest' Condition: The Hearing Examiner required the Plat to include a statement waiving future protests to the formation of a road or utility LID
 - Condition 17 – No Impact Fee Credit Condition: Required collection of parks, transportation and school impact fees at the then-applicable rates. It also specified that a credit against TIFs was not required, based on related Findings of Facts and Conclusions of Law determining that the required improvements to Road 52, Burns

Road and Deseret Drive was no “system improvements” as that term is defined in state statute, and therefore no credit against impact fees was required.

- Condition 19 – Street Improvement Condition: Required the plaintiff to “ensure that all road alignments are designed and constructed in accordance with PMC 21.15.030(1) and (2), and the City’s codes and standards in relationship to adjoining plats and their streets.
- Condition 21 – School Zone Warning Signs Condition - Required the plaintiff to install school zone advance warning beacons, and Rectangular Rapid Flashing Beacons at the crosswalk leading to the Rosalind Franklin STEM Elementary School.
- December 2025: The Court conducted the hearing on the LUPA petition.
- January 2026: The Court issued an order largely affirming the Hearing Examiner’s decision and dismissing the LUPA petition on all but one issue. The Court ruled in favor of the Plaintiff regarding Condition No. 17, finding that the Burns Road and Road 52 improvements constituted part of larger City “system improvements.” As a result, the Plaintiff was determined to be entitled to credit against Transportation Impact Fees for the costs associated with those roadway improvements.
- March 2026: The Plaintiff appealed the Superior Court’s decision to Division III of the Washington State Court of Appeals.

Lawsuit: Complaint Damages

Current Status: Pending, awaiting resolution of the LUPA matter

- April 2025: Plaintiff filed a lawsuit against the City of Pasco alleging damages resulting from what they characterize as arbitrary, capricious, and unlawful agency actions related to permitting decisions and processing delays associated with the Madison Park North preliminary plat application.
- May 2025: The lawsuit was removed to the United States District Court for the Eastern District of Washington.

3. Corey Bitton, Tamara Bitton, Great Basin Land Co. LLC & Spritz, Inc v. City of Pasco and multiple City Employees

Counsel: Quinn Plant

Current Status: Pending

- December 2025: The City became aware of a lawsuit filed by the Plaintiffs alleging arbitrary enforcement of the Pasco Municipal Code, failure to recognize vested permits, and the absence of constitutionally adequate appeal procedures.
- February 2026: The City filed a Motion for Judgment on the Pleadings. The Plaintiffs subsequently filed motions seeking leave to exceed the applicable page limits and to expedite the hearing schedule. The City opposed both motions.
- March 2026: The Court granted the Plaintiffs’ motions for excess pages and for an expedited hearing.
- April 2026: The Court issued a scheduling order governing the progression of the case.

4. Lewis Place, LLC v. City of Pasco

- June 2026: The City of Pasco was made aware of a lawsuit filed by the plaintiffs stemming from the City's hearing examiner's land use decision granting a special use permit for the construction of an RV park at 434 E Lewis Place. This lawsuit involves a Land Use Petition Act (LUPA) challenge to the Hearing Examiner's conditions of approval. The conditions that the plaintiff was arguing against were:
 - Condition 1 – Site Plan Compliance Condition: Required the applicant to submit a revised site plan prior to construction permit issuance demonstrating full compliance with PMC 25.160, including RV spacing requirements, open space, landscaping and buffering standards, dimensional requirements for RV spaces, and all supporting measurements and calculations. Failure to demonstrate compliance could result in permit denial.
 - Condition 2 – Internal Circulation Plan Condition: Required the applicant to submit a revised internal circulation plan prior to construction permit issuance demonstrating safe and functional vehicle movement throughout the site, including compliant traffic circulation, elimination or mitigation of backing movements in one-way drive aisles, and clear identification of travel directions, turning movements, and access points. Additional Special Use Permit review could be required if circulation standards could not be met.
 - Condition 5 – RV Spacing Verification Condition: Required the applicant to demonstrate compliance with PMC 25.160.070(2) and minimum RV separation standards, including 15 feet side-to-side and 12 feet end-to-end spacing between recreational vehicle units, prior to civil plan approval.
 - Condition 7 – RV Site Density Reduction Condition: Required the applicant to modify the site layout and reduce the total number of RV spaces as necessary to achieve compliance with PMC 25.160 standards related to spacing, open space, and internal circulation.
 - Condition 8 – Vehicle Turning Movement Condition: Required the applicant to provide turning movement diagrams demonstrating adequate circulation for recreational vehicles and emergency vehicles, subject to review and approval by the City Engineer and Fire Department.
 - Condition 9 – Sight Distance Compliance Condition: Required the applicant to ensure that sight distance at the site entrance complied with PMC 25.160.070(3) by adjusting signage, fencing, landscaping, or other site features as necessary to maintain unobstructed visibility.
 - Condition 16 – Fire Hydrant Installation Condition: Required installation of a minimum of three internal fire hydrants along internal roadways at locations approved by the Fire Department, unless the Fire Marshal determined in writing that fewer hydrants were sufficient and permitted under the Pasco Municipal Code.
 - Condition 24 – Internal Roadway Design Condition: Required the applicant to revise the internal roadway system to comply with PMC 25.160.070(5), limiting one-way roads to areas with drive-through RV spaces and requiring compliant two-way circulation or alternative access where drive-through spaces were not provided.

Interim Parks & Recreation Director, Angela Pashon

Administration:

- Park Development Standards: Staff have reinitiated this project and anticipate Council presentation by early-September
- Blvd Standards: Staff have reinitiated this project and anticipate Council presentation by early-September

Aquatics:

- Seasonal staffing continues to progress, with onboarding and training for new hires remaining a primary focus as we move into peak season.
- Recruitment in coordination with HR remains active for the following positions:
 - Lifeguards
 - Water Exercise Instructors
 - Cashiers/Guest Attendants Memorial Aquatic Park

Pasco Aquatic Center

- Offer letters issued to Cashiers and Assistant Coordinators on 6/22.
- Continued staff safety training taking place at PAC from 6/22–6/25.
- Radio advertisements began 6/22 and will include live remote coverage at PAC on 6/27.
- Safety and operations consultant completed onsite audit 6/19. Safety plans and operational plans are 100% complete.
- Concessionaire, House2Hotdogs received permit and operational for opening 6/27
- DC Vending contracting & installation complete

Memorial Aquatic Park

- Memorial Day Weekend Splash kicked off on 5/23 with strong community turnout.
- Swimming lessons began on 6/22.
- Full season opening scheduled for Monday, June 15th.

Parks:

With the installation of the irrigation clock system, we were able to shut down park watering to conserve water to support emergency response needs after plane crash.

Parks

- Installing American flags on Sandifur 7/2
- Irrigation Repairs
- Hazardous limb removal
- Pesticide applications for weed control
- Mowing of Blvds and Parks
- Event support/set-up FIFA world cup soccer at Gesa stadium

Athletic Fields

- Final Preps of Burden Soccer before field rest
- Softball Complex - tournaments weekly
- Softball Complex - League play during the week
- League Play at 36, 48 and A-street Soccer

- Kurtzman field prep

Cemetery

- Transitioning management from Facilities to Parks
- Funeral services
- Irrigation and landscape maintenance
- New office hours: Monday-Friday 12:30-3:30pm by appointment

Recreation:

General Information

- Performed Technical Review presentations with the Recreation and Conservation Office (RCO) for each of the two grant applications submitted (Erwin Park & Levee Lowering). Have received feedback from the review boards and have begun to update and make revisions ahead of the final application deadline of July 15.
- Retirement of Nolan Harper, Lead Recreation Specialist:

Sponsorships

- Amazon \$10,000
 - \$5000 – Cinco de Mayo
 - \$2500 – Spooky Hall, \$1000
 - \$1000 – SeattleFWC26 Fan Zone
 - \$1500 – Music & Movies in the Park
- ICCU \$500 – SeattleFWC26 Fan Zone
- Columbia Basin Ice - \$300 SeattleFWC26 Fan Zone (in-kind)
- Stephens Media Group - \$18,000 – Grand Old 4th of July (in-kind)

Special Events

- Fan Zones - Held first two of four World Cup Fan Zones at GESA Stadium. Next two scheduled for July 1 (two games will be shown) and July 6.
- Music & Movies in the Park:
 - First event held at Volunteer Park on June 12.
 - **The next event will take place at the Pasco Aquatic Center on July 10.**
- 1st Ave Center:
 - Meals on Wheels was closed for the Juneteenth holiday; staff held BBQ in place of regular service which had approximately 40 people, Bingo followed after.

Adult Programs and Leagues

- First half of Adult Softball Leagues ended the week of June 22 and the second half play scheduled to start the week of June 29.

Youth Programs and Leagues

- June Session of Toddler Short Sports, Kickin' It Soccer, and Little Hoopsters all began on June 6
- June Session of Junior Golf Lessons began on June 17

Tri-Cities Animal Services:

Operational Realignment

To improve operational efficiency and strengthen service delivery, Tri-Cities Animal Services recently implemented several staffing and organizational changes. These adjustments are

intended to better align responsibilities, reduce operational overlap, and establish a stronger foundation for the continued development of the division.

Key changes include:

- **Transitioning to a full-time, onsite veterinarian.** After operating with a part-time veterinarian for the past two years, the transition to a full-time veterinarian has reduced reliance on outside veterinary services, lowering overall medical costs. It also centralizes medical decision-making, including animal movement and treatment plans, ensuring operations are guided by consistent veterinary best practices.
- **Separating Shelter Operations from Animal Control Services.** This restructuring allows Animal Control Officers to dedicate more time to proactive field services and community response while strengthening shelter operations through focused supervision. The change also effectively provides the capacity of a fourth Animal Control Officer dedicated to field operations.
- **Establishing a Lead Customer Service Technician position** to strengthen customer service operations, provide frontline leadership, and improve consistency in administrative processes.
- **Maintaining the Lead Kennel Technician position** to provide operational oversight of daily animal care, enrichment, and kennel operations.

As these changes are implemented, Animal Services Manager Zigan will work with each lead position to evaluate current practices, develop standardized operating procedures, establish service expectations, and implement measurable performance standards across the division.

Monthly Stats

- Current Animals in Care: 267
 - Dogs: 41
 - Cats: 226
- Animals Impounded: 334
 - Dogs:112
 - Cats:222
- Animals Released: 325
 - Dogs:135
 - Cats:185
- Animal Control Cases: 266

Community Outreach and Education

- Weekly “Pet of Week” segments on KONA and KORD Radio Stations
- Started coordinating “Pet of the Week” segments with Stevens Media Group bi-weekly
- Fox Mornings “Pet of the Week” segments are weekly

Interim IT Director, Bill Crane

Completed High-Level Projects:

Active Projects (In Progress)

Community Services (Citizen-Facing)

- Police Department Axon Fusus (91%) – Police Real-Time Crime Center platform integrating live video, AI insights, and public/private feeds.
 - Initiative: Community Safety

- Status: Camera configuration completed. Drones have been integrated entering troubleshooting phase.
- Gesa Stadium IT Infrastructure (96%) – New stadium IT build (access control, cameras, fiber, door systems).
 - Initiative: Quality of Life
 - Status: Video encoder installed. Door strikes received, pending installation.

Citywide Initiatives:

- Validated Architecture Design Review (VADR) (40%) – Addressing Cybersecurity issues in Pasco’s water infrastructure SCADA systems.
 - Initiative: Cybersecurity
 - Status: 14 of 35 actions taken; remediation ongoing.
- AD Automation (55% - unchanged) – Automating new employee account creation using New World data to speed up onboarding and reduce manual work.
 - Initiative: Automation & Process Improvement
 - Status: Applications Team is finishing their work before hand off to Operations for configuration then implementation
- Laserfiche Invoice Workflow (99%) – “Scan and Toss” Account Payable (AP) workflow automation.
 - Initiative: Lean Process Improvement
 - Status: Project placed on hold per direction from Finance.
- Change Management (95% - Unchanged) – Formalizing IT change control process.
 - Initiative: Governance & Process Improvement
 - Status: Pending remaining user adoption. Operations team has implemented the new process for all new changes
- Intune (65%) – Migrating SCCM tasks like computer update distribution, system compliance settings, and endpoint protection to Microsoft Intune (Autopilot, app deployment).
 - Initiative: Cloud & Endpoint Modernization
 - Status: Intune for PD Windows machines completed. Remainder of City Windows machines will require configuration. Entering testing phase for IOS device MDM migrations.

Departmental Support:

- Cisco Umbrella (17% - Unchanged) – DNS security and web filtering for internet traffic.
 - Initiative: Cybersecurity
 - Status: Latency issues are still being worked. We have created tickets with Cisco to resolve. Seeking Cisco support for initial configuration.
- Barracuda (99%) – Managing Barracuda Message Archiver storage (currently 95% full).
 - Initiative: Storage & Compliance
 - Status: Storage utilization holding at 91%. Updates to record-retention rules are also being developed that would allow some messages to be kept for a shorter time in the future, helping reduce storage use. A new Server has been ordered with larger capacity.

- GIS Enterprise Server Geo-Database Migration (90% - Unchanged) – ESRI consulting to stabilize GIS infrastructure.
 - Initiative: GIS Optimization
 - Status: Finalizing the remaining layers, Server upgrade to 11.5 is complete
- Cartegraph Facility Module (98%) – Migrating facility assets into new dedicated Cartegraph module.
 - Initiative: Facilities Modernization
 - Status: All assets have been transferred to the new module. Finalizing changes based on facilities feedback
- HR Benefits Self Service Phase 1 (5%) – Implementing a self-service benefits module that allows employees to enroll in benefits online.
 - Initiative: HR & Payroll Modernization
 - Status: Kickoff is complete. Backend configuration in progress.
- HR Benefits Self Service Phase 2 (Information Gathering) –Evaluating an automation that will allow HR to send required employee benefits information to healthcare providers without manual entry.
 - Initiative: HR & Payroll Modernization
 - Status: The team is working with vendors to identify a solution.

Helpdesk Service Requests

New Tickets Received: 102
 Tickets Resolved: 75
 Currently Active: 148

Helpdesk Incident Requests

New Tickets Received: 211
 Tickets Resolved: 159
 Currently Active: 258

Tickets by Department (% of Resolved)

Public Works: 13.85%
 Information Technology: 18.18%
 Police Department: 8.65%
 Finance: 13.85%
 Fire: 8.22%
 Community & Economic Development: 11.25%
 Parks and Recreation: 10.38%
 Human Resources: 4.76%
 Municipal Court: 1.29%
 Executive: 3.89%

IT Customer Satisfaction Survey Score: 97%

System Metrics

- Network Uptime – 99.98%

Threat analytics: Malicious attacks

- Total attempts: 4
- Total incidents: 6

Project Metrics

- Active: 16
- Backlog: 4
- On Hold: 12
- Proposed: 8

Fire Chief, Kevin Crowley

June 2026 (June 1 – June 21):

Month	Fire Calls	Structure Fires	Wildland Fires	EMS Calls	MVA's	Total Calls
June	33	4	16	362	7	542

Community Engagement Events

- FIFA World Cup Fan Zones (June 15th and 19th)
- Attended the Pasco Aquatics Center Ribbon Cutting
- Participated in the Juneteenth Parade

Collaboration

- Attended the Behavioral Health Advisory Committee Meeting
 - Waiting for final licensing from the Department of Health
- Worked with Richland, Kennewick, and West Richland on improving our Fire Academy for 2027
- Working with the Port of Pasco to update our Airport Rescue and Fire Fighting (ARFF) contract
- Developed a regional Incident Action Plan (IAP) for the 4th of July

Projects

- IAFF Non-Uniform Mediation (First Contract)
- Participated in the Police Chief and IT Director Interviews
- Completed the first round of interviews for the Executive Assistant position

Interim Police Chief, Brent Cook

Field Operations Division:

- Chief of Police candidates competing for this key leadership position within the city. Department employees assisted with coordinating logistics, preparing venues, participating in the community forum, and providing candidates with tours of Pasco to showcase the community and organization they would potentially lead.
- The FIFA WC26 Watch Party Fan Zone events at Gesa Stadium provided a valuable opportunity to test operations and staffing plans in preparation for future activities.

Attendance at the first event was lower than anticipated, while increased attendance is expected at upcoming watch parties.

- The Tri-Cities Pride Festival was held at Memorial Park. Prior to the event, command staff worked closely with organizers to help ensure a safe and successful gathering. The planning efforts proved effective, as no incidents were reported.
- The Juneteenth celebration will also take place this week, and officers are assigned to patrol the event to help ensure the safety of all attendees.
- Citizen Academy Graduation

Professional Standards Division:

- On Tuesday, June 16, the Basic Law Enforcement Academy (BLEA) graduation and swearing-in ceremony was held. Pasco proudly graduated all four recruits who began the academy nearly five months ago.
- Throughout the month, officers also participated in training focused on mental health check-ins, hearing tests, patrol tactics, and traffic updates to maintain readiness and support ongoing professional development.

Support Operations Division:

- Captain Parramore held the first of two annual SIU training dates for the entire SIU team on June 18, 2026, at PPD.
- Detective Taylor worked with City IT Staff to build out the next computers needed in the digital forensic lab.
- Captain Parramore and Captain Vaught were given a tour of the new juvenile detention area at the Franklin County Jail.
- Captain Parramore and Interim Chief Cook took a tour of the Columbia Valley Center for Recovery.
- Captain Parramore and Detective Garcia met with the Domestic Violence High Risk Team lead to discuss how we will get high risk victims of domestic violence the services they need.



Graduates left to right: Lance Stover, Caleb Shanks, Bryson Bennett, Thomas Windisch.



BLEA Class 937



Citizen's Academy Graduation 2026

2024-2025

City Council Goals

QUALITY OF LIFE

Promote a high-quality of life through quality programs, services and appropriate investment and re- investment in community infrastructure.

FINANCIAL SUSTAINABILITY

Enhance the long-term viability, value, and service levels of services and programs.

COMMUNITY TRANSPORTATION NETWORK

Promote a highly functional multi-modal transportation system.

COMMUNITY SAFETY

Implement targeted strategies to reduce crime through strategic investments in infrastructure, staffing, and equipment.

ECONOMIC VITALITY

Promote and encourage economic vitality.

CITY IDENTITY

Identify opportunities to enhance City of Pasco identity, cohesion, and image.

2024-2025

METAS DEL CONCEJO MUNICIPAL

CALIDAD DE VIDA

Promover una alta calidad de vida a través de programas, servicios y 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.