



Agenda
City Council Regular Meeting
Tuesday, October 4, 2022
Richland City Hall Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Richland Police Department Partnerships with Local Businesses
 - Brigit Clary, Chief of Police
2. Friends of Badger Mountain
 - Sharon Grant, Co-Founder and Board Member
3. Catholic Charities Serving Central Washington
 - Kendra Palomarez, Tri-Cities Director
4. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk for distribution.

5. Proposed Surplus of Property and Equipment, Resolution No. 2022-123
 - Irma Bottineau, Purchasing Manager

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

6. Approval of the September 20, 2022 City Council Regular Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

7. Ordinance No. 2022-36, Amending Richland Municipal Code Section 12.08.010 related to the Definition of Right-of-Way

- Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

8. Ordinance No. 2022-29, Amending the Richland Municipal Code related to Position and Department Titles
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

9. Resolution No. 2022-120, Authorizing an Exception to Resolution No. 28-11 Regarding Traffic Calming for Broadmoor Street
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2022-121, Authorizing a Purchase and Sales Agreement with New Heights Church for 350 Thayer Drive
 - Kerwin Jensen, Development Services Director
11. Resolution No. 2022-122, Authorizing a Grant Application to the Washington State Department of Commerce for an Industrial Site Readiness Grant
 - Kerwin Jensen, Development Services Director
12. Resolution No. 2022-124, Authorizing a Purchase and Sale Agreement with Friends of Badger Mountain
 - Joe Schiessl, Deputy City Manager
13. Resolution No. 2022-125, Authorizing an Interlocal Agreement with the Port of Benton for Railroad Maintenance
 - Pete Rogalsky, Public Works Director
14. Resolution No. 2022-126, Rejecting All Bids for the Richland Community Center Lobby Remodel Project
 - Joe Schiessl, Deputy City Manager

Items - Approval:

Expenditures - Approval:

Items of Business:

15. Resolution No. 2022-123, Approving the Sale of Surplus Property and Equipment
 - Irma Bottineau, Purchasing Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

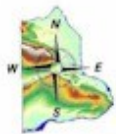
This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#). Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



Set Aside as Permanent Open Space for Non-Motorized Access

Raised \$750,000 in 4 months for 574 acres
\$100,000 from City of Richland





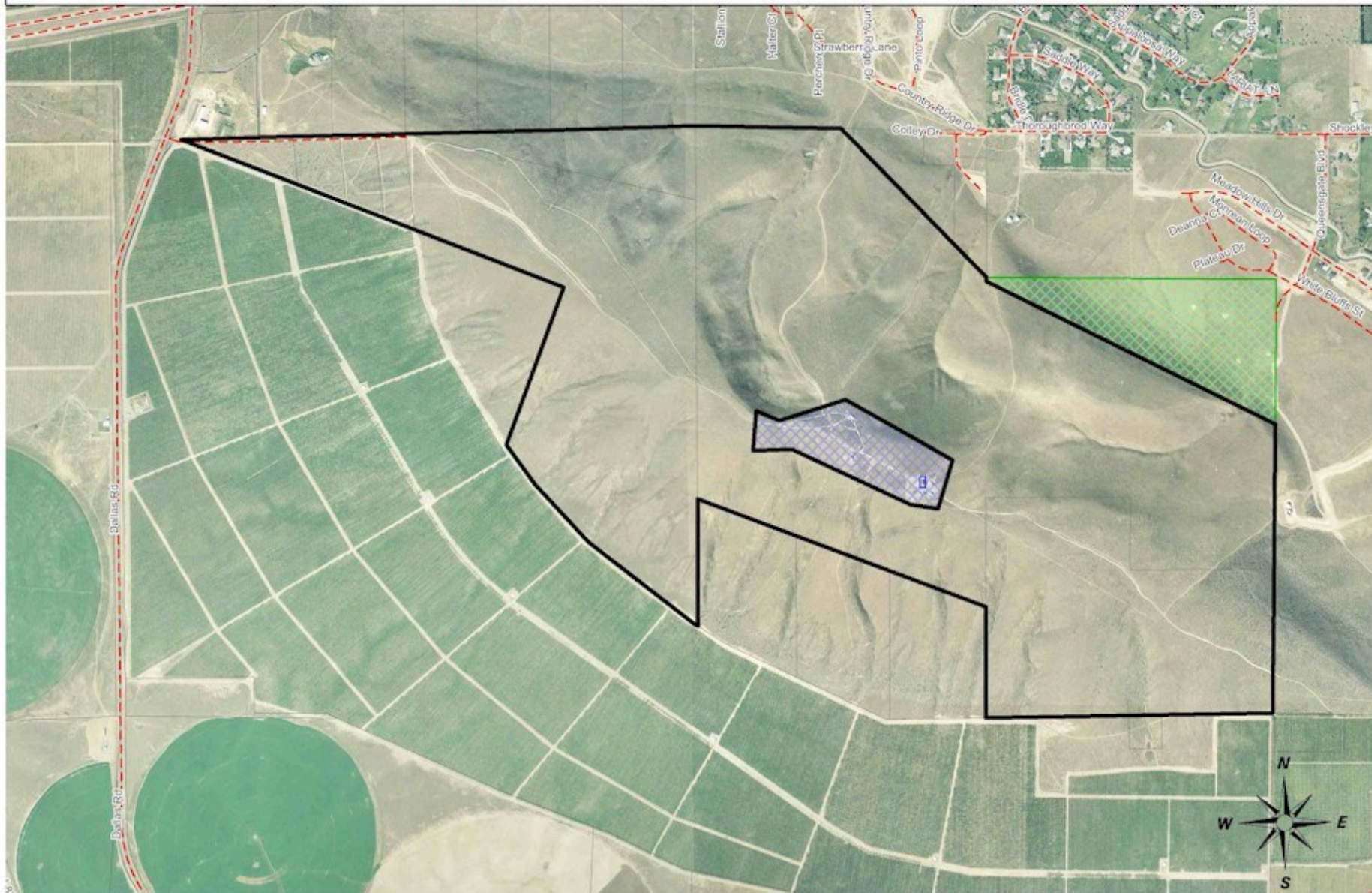
**BENTON COUNTY
GEOGRAPHIC
INFORMATION
SYSTEMS
DEPARTMENT**

Legend

- | | | | |
|---|------------------------------------|--|---------|
|  | Badger Mountain Boundary |  | Parcels |
|  | Interior Holding |  | Road |
|  | City of Richland's Westcliffe Park | | |

Benton County does not warrant, guarantee, or accept any liability for accuracy, precision or completeness of any information herein or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranties, expressed or implied, and any oral or written statement by any employee of Benton County or agent to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

Orthophoto flown in April 2004

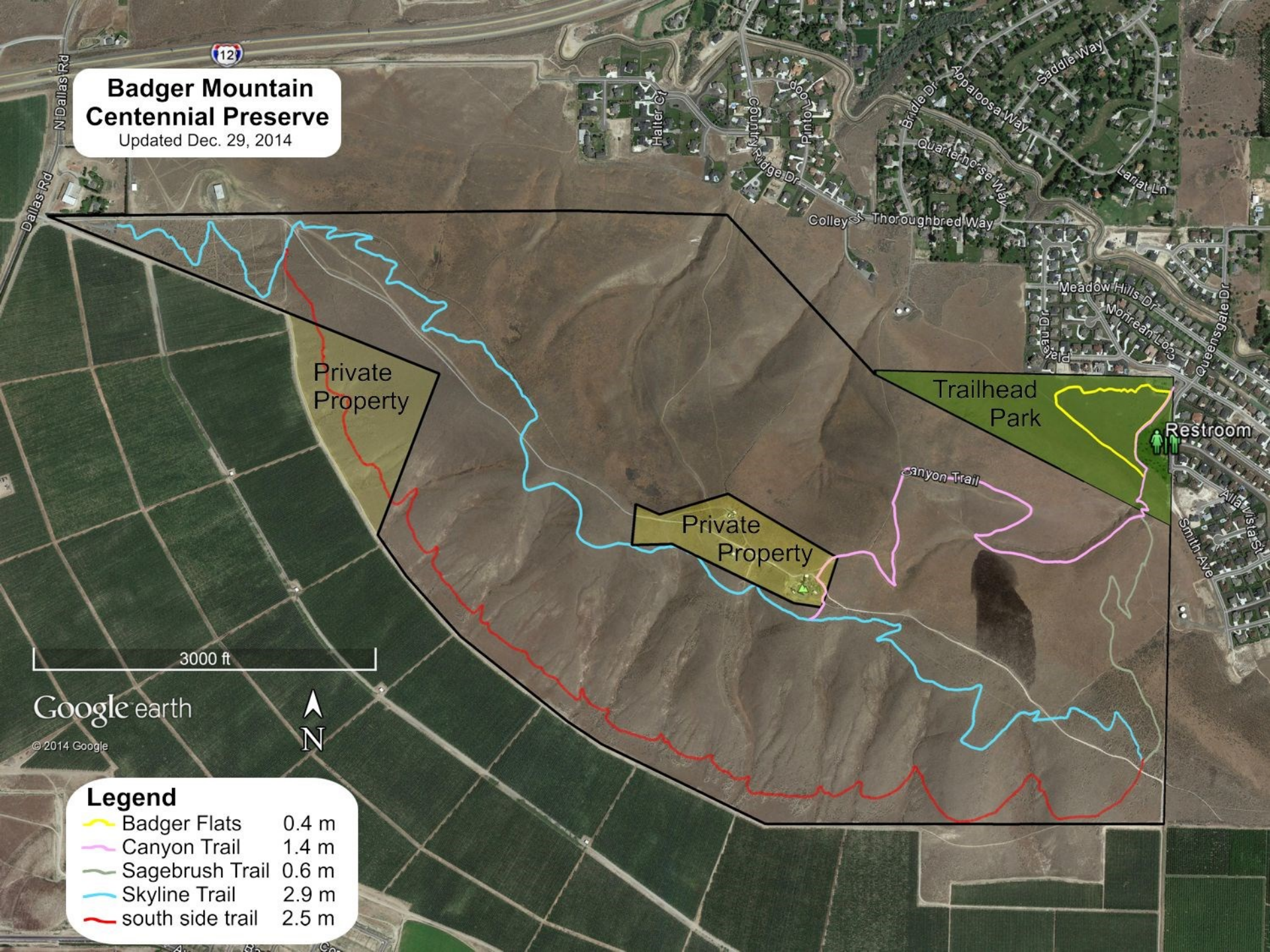


Oct 10, 2005 -- Building the First Trail – 85 volunteers!



Badger Mountain Centennial Preserve

Updated Dec. 29, 2014



Private Property

Trailhead Park

Restroom

Private Property

Canyon Trail

3000 ft

Google earth



Legend

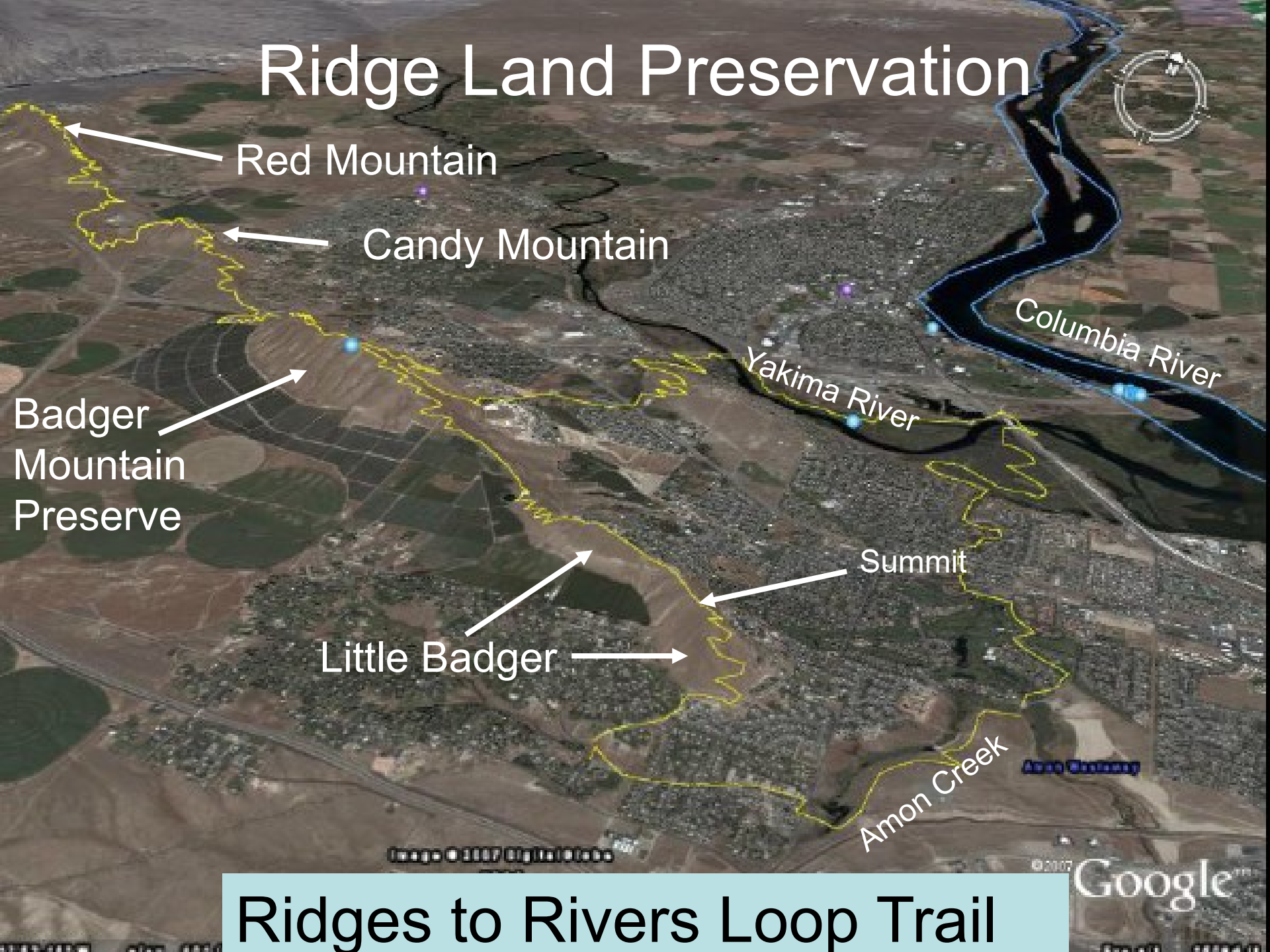
- | | |
|------------------|-------|
| Badger Flats | 0.4 m |
| Canyon Trail | 1.4 m |
| Sagebrush Trail | 0.6 m |
| Skyline Trail | 2.9 m |
| South side trail | 2.5 m |

FoBM Vision

A group of five people, including adults and children, are walking away from the camera on a grassy ridge. The landscape is covered in tall green grass and small purple and yellow wildflowers. The sky is overcast and grey. The people are dressed in casual outdoor clothing like jackets and hats.

Trails connecting from Amon Basin, in the east, across the ridges to the Yakima River and Benton City in the west

Ridge Land Preservation



Red Mountain

Candy Mountain

Badger
Mountain
Preserve

Little Badger

Summit

Yakima River

Columbia River

Aonon Creek

Ridges to Rivers Loop Trail

Little Badger Mountain Support Team

A Partnership between FoBM & the City of Richland



City of Richland

Joe Schiessl,
*Parks and Public
Facilities Director*

Phil Lemley,
City Council Member

Benton County

Commissioner
Jerome Delvin

Adam Fyall,
*Sustainability
Manager*

WA State House Reps.

8th Legislative District
**Representative
Matt Boehnke (R)**

16th Legislative
District
Bill Jenkin (R)
Deputy Minority Whip

Little Badger Mountain Preserve

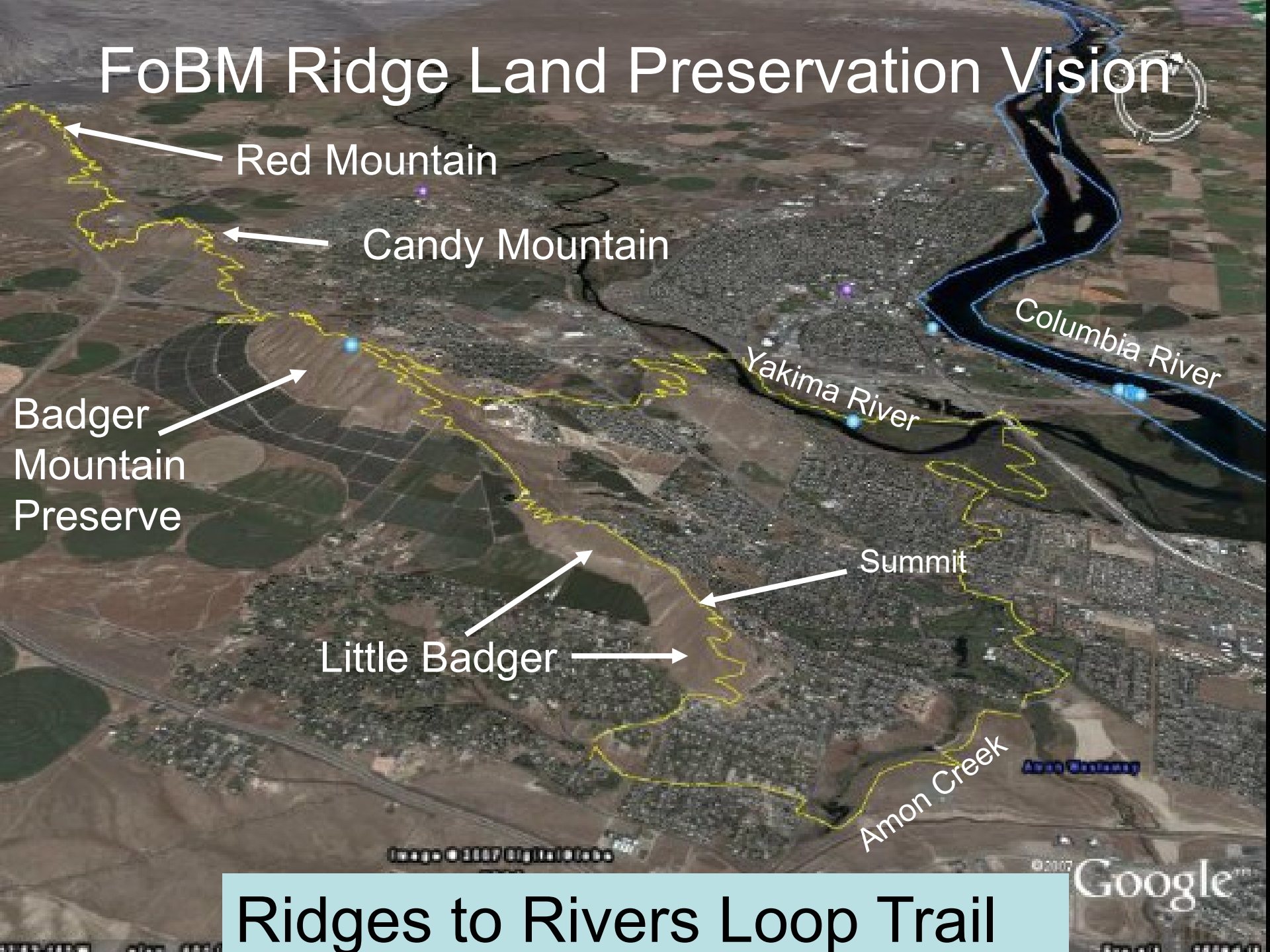
An aerial photograph of a mountainous landscape. The mountain is covered in dense, low-lying green and grey shrubs. Several residential developments are visible, including a large cluster of houses on the left and a smaller one on the right. A winding road is visible on the left side of the mountain. The sky is clear and blue.

**Viking, Pahlisch & Bauder
Parcels:**

54 acres @ \$1.5M

Wilson Parcel: 21 Acres @ \$1.5M

FoBM Ridge Land Preservation Vision



Ridges to Rivers Loop Trail



Catholic Charities

SERVING CENTRAL WASHINGTON

Kendra Palomarez, LICSW

Tri-Cities Director

Overview

- ❖ Bringing hope to life in Central Washington for over 75 years!
- ❖ Catholic Charities Serving Central Washington
 - 3 main offices - Yakima (headquarters), Wenatchee & Richland
 - Serve 17 counties
- ❖ Tri-Cities office opened in 1957
 - Potential for growth and service expansion
- ❖ Services offered in English & Spanish



Behavioral Health

- ◆ **Licensed community mental health agency**
- ◆ **Services to adults, families, and children ages 2 and up**
 - Individual & Group Therapy
 - Evidence Based Practices
 - Case Management
 - Medication Management
- ◆ **Insurance**
 - Medicaid
 - Private Insurance
 - Sliding scale fee
- ◆ **Community collaborations**



PREPARES

Free **Pregnancy & Parenting Support** for caregivers, with children up to the age of five, to help develop essential skills to ensure future family success.

- ❖ Family Companions
- ❖ Moms Group
- ❖ Play & Learn Groups
- ❖ Resource navigation
- ❖ Assistance with essential needs



Family Education & Child Welfare

Family Partnering Skills Course

- ❖ 7 weeks - Education, Skill Building & support
- ❖ Assist with challenges of parenthood

Co-Parenting Seminars

- ❖ Court mandated for parents who no longer live together and have minor children
- ❖ Learn the impact divorce on children
- ❖ How to become a united team to focus on the needs of their children first

In-home Evidence-based Practices

- ❖ Referrals from WA Department of Children, Youth & Families
- ❖ Support and empower parents to overcome struggles and improve parenting skills

Youth & Young Adult Services

- ❖ **Services for youth transitioning out of foster care & other state systems**
- ❖ **Independent Living Skills Program**
 - Skill building and support
 - Money management
 - Relationship building
 - Education
 - Employment
 - Other topics related to independence and self-sufficiency
- ❖ **Housing Program**
 - Rent subsidy/Housing search
 - Landlord-tenant rights
- ❖ **Intensive Case Management Program**
 - Weekly meetings
 - 24/7 Crisis Support



Kinship Navigation

Assists relative caregivers in understanding and navigating the services available to the non-biological, relative children in their care

- ❖ Information, Referrals & Case Management
 - Legal Assistance for Minor Guardianship
 - Education
 - Assistance in applying for benefits
 - Help with locating or maintaining childcare
 - Medical, dental and mental health services
- ❖ Financial Assistance for those that qualify
- ❖ For every child in foster care in WA, 4 are being raised by relatives



Elder Services



Senior Companion Program

- Trained senior volunteers provide support for independency one-on-one with vulnerable elders and other homebound persons
 - Companionship
 - Assistance with grocery shopping
 - Transportation to medical appointments
 - Respite for caregivers



Volunteer Services

- Volunteers of all ages assist low-income elders and adults with disabilities with:
 - Chores, Yard cleanup
 - Transportation
 - Minor home repairs, wheelchair ramps



Retired & Senior Volunteer Program

- Promote volunteerism for people 55+
- Work with several organizations to fill gaps for critical needs in our community





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the September 20, 2022 City Council Regular Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on September 20, 2022.

Summary:

Draft minutes from the September 20, 2022 City Council regular meeting are presented for Council's consideration and approval.

No quorum was present for the September 27, 2022 City Council workshop meeting, so the meeting was not formally convened and no minutes are available for approval. A notice to this effect has been published on the City's website.

Fiscal Impact: None.

Attachments:

- I. Draft September 20, 2022 City Council Regular Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, September 20, 2022

**Richland City Hall ~ Council Chambers
625 Swift Boulevard**

City Council Regular Meeting - 6:00 p.m.

Mayor Alvarez called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Alvarez welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Alvarez, Mayor Pro Tem Christensen, and Councilmembers Jones, Kent, Lukson, Richardson and VanDyke were present.

Also present were Deputy City Manager Schiessl (Acting), Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Clary, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, and City Clerk Rogers.

Pledge of Allegiance

Mayor Alvarez led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Richland Firefighters Community Outreach

With the aid of a PowerPoint presentation, Fire Lieutenant Jonathan Walling shared the organization's purpose and mission. A video capturing the organization's cause, programs, partnerships, sponsorship, and fundraising opportunities was played for the audience. All programs are funded by donations, fundraising events and grants. More information about the Richland Firefighters Community Outreach Program is available online at rfdcommunityoutreach.com. Mayor Alvarez and Councilmember Richardson thanked Lt. Walling for the organization's lasting positive impact on the community.

2 Swearing-In of Police Officers

Chief of Police Clary administered the Oath of Office to newly commissioned police officers Aiden Eriksen, Johnathan LeMar and Robert Lewis. A video featuring background information on each officer was played for the audience.

Chief of Police Clary then introduced Monica Malhan, Treasurer for the Richland Police Department Foundation. Ms. Malhan then introduced additional Foundation members and shared some details about the Foundation's mission. The Foundation receives support through volunteer opportunities, financial donations and sponsorship. More information about the Richland Police Foundation is available online at richlandpdf.org.

3 Columbia Point Golf Course 25th Anniversary Proclamation

A video commemorating Columbia Point Golf Course's 25-year anniversary was played for the audience. Mayor Alvarez read the *Columbia Point Golf Course 25th Anniversary Proclamation* on behalf of the Richland City Council.

Michael Sharp, President/CEO of CourseCo, accepted the Proclamation on behalf of Columbia Point Golf Course and thanked Council for the City's long-standing partnership.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

4 Amending the 2022 Budget in the Streets Capital Construction Fund, Ordinance No. 2022-35

Finance Director Allen provided an overview of the proposed budget amendment. The proposed budget amendment will appropriate \$37,900 from existing fund balance in the Streets Maintenance Fund for a traffic impact fee study.

Mayor Alvarez opened and closed the public hearing at 6:29 p.m. No testimony was offered.

Public Comments

None.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Minutes

5. Approval of the September 6, 2022 City Council Regular Meeting Minutes

Ordinances - First Reading

6. Ordinance No. 2022-29, Amending the Richland Municipal Code related to Position and Department Titles
7. Ordinance No. 2022-35, Amending the 2022 Budget in the Streets Capital Construction Fund

Ordinances - Second Reading & Passage

8. Ordinance No. 2022-33, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code
9. Ordinance No. 2022-34, Amending Richland Municipal Code Section 12.08.065 regarding Pavement Cut Requirements

Resolutions - Adoption

10. Resolution No. 2022-118, Authorizing a Purchase and Sale Agreement with G.S. Gasoline, Inc. for Real Property at 2201 Stevens for the Vantage Pathway - Phase 2 Project
11. Resolution No. 2022-119, Authorizing an Interlocal Agreement with the City of Kennewick for the 2022 Washington Auto Theft Prevention Authority Program Award

Items - Approval

12. Appointments to the Americans with Disabilities Act (ADA) Citizens Review Committee: Brenda Bradley and Isaiah Chong
13. Appointments to the Economic Development Committee: Sandya Kesoju and Adam Morasch
14. Appointment to the Richland Public Library Board of Trustees: Tyler Pickel
15. Appointment to the Personnel Committee: Anh-Thu Mai-Windle
16. Appointments to the Utility Advisory Committee: David Larkin, Roy Miller and Daniel Porter
17. Appointments to the Lodging Tax Advisory Committee: Michel Gabbud, Lara Watkins and Lacey Stephens

Expenditures - Approval

18. Expenditures from August 1, 2022 to August 31, 2022 for \$26,664,165.49 including Travel Check Nos. 20175-20187, Accounts Payable Check Nos.303114-304095, Accounts Payable Wire Nos. 9162-9206, Payroll Wires & ACH Nos. 12876-12923, Payroll Direct Deposit & Check Nos. 196605-197792 and Pension Check Nos. 6241-6265.

Items of Business

19. 2022 Port of Benton Rail Discussion

Executive Director Diahann Howard began her presentation by summarizing the Port of Benton's creation, ownership of real property, and rail ownership and operations in Benton County. Next, Ms. Howard shared current and upcoming rail system projects associated with the Port of Benton's railroad. Lastly, Ms. Howard thanked Council for its support and extended an invitation to the Rail Caucus Tour Reception to be held at 1110 Osprey Pointe Boulevard in Pasco on September 28, 2022.

Council spoke favorably of the significant accomplishments realized by Ms. Howard and Port of Benton staff.

Reports and Comments

City Manager

Deputy City Manager Schiessl welcomed new hire Mark Harper, Multi-Media Assistant, to the City of Richland.

City Council

Councilmember VanDyke shared that the Department of Homeland Security established a State and Local CyberSecurity Grant Program (SLCGP) to award funds to state, local, tribal, and territorial governments to address cybersecurity risks and threats. Councilmember Vandyke requested Deputy City Manager Schiessl review the program to determine if it would benefit the City.

Councilmember Kent expressed enthusiasm for the many examples of servant leadership shared tonight by those with a passion to give back to the community. Councilmember Kent added that she participated in the Richland Public Library Board of Trustees interviews and congratulated Mr. Tyler Pickel on his appointment. Councilmember Kent also congratulated the other appointees on tonight's agenda.

Councilmember Lukson announced that he and Councilmember Richardson recently attended an informative Washington State Senate Law & Justice Council meeting held in Richland City Hall.

Councilmembers Jones had no comments.

Councilmember Richardson shared that she attended the City's exit interview held by the Office of Financial Management, adding that it was a positive and interesting experience. Councilmember Richardson also agreed with Councilmember Lukson that the Washington State Senate Law and Justice Council meeting was informative.

Mayor Pro Tem Christensen spoke positively of the swearing-in of new police officers during Council meetings. Mayor Pro Tem Christensen also stated this year's Sausage Fest was well-attended, and thanked those who gave their time to help make the event a success.

Mayor

Mayor Alvarez stated that he recently spoke to constituents at a local establishment who expressed gratitude for the increased police presence in known speeding areas as arranged by Chief Clary.

Adjournment

Mayor Alvarez adjourned the meeting at 6:54 p.m.

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-36, Amending Richland Municipal Code Section 12.08.010 related to the Definition of Right-of-Way

Department/Office
City Attorney

Ordinance/Resolution Number:
2022-36

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2022-36, amending Richland Municipal Code Section 12.08.010 related to the definition of right-of-way.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate ambiguities. An issue was recently raised regarding the extent of the City's legal rights related to city right-of-way.

Right-of-way that is acquired by or dedicated to a municipality often requires the use of the land above and below the surface. While a presumption exists that city right-of-way includes subsurface and air rights, to ensure transparency and avoid ambiguity, many municipalities expressly include subsurface and air rights in the codified definition of "right-of-way."

Amending the definition of "right-of-way" under RMC 12.08.010 to clearly include subsurface and air rights will eliminate ambiguity surrounding the City's use of those spaces to support street, pedestrian or utility purposes.

Staff recommends approval of Ordinance No. 2022-36 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 2022-36

ORDINANCE NO. 2022-36

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTION 12.08.010
RELATED TO THE DEFINITION OF RIGHT-OF-WAY.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate ambiguities; and

WHEREAS, right-of-way that is acquired by or dedicated to a municipality often requires the use of the land above and below the surface; and

WHEREAS, amending the definition of “right-of-way” under RMC 12.08.010 to clearly include subsurface and air rights will eliminate ambiguity surrounding the City’s use of those spaces to support street, pedestrian or utility purposes.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Richland Municipal Code Section 12.08.010, entitled Definitions, as first enacted by Ordinance No. 119, and last amended by Ordinance No. 2022-05, is hereby amended as follows:

12.08.010 Definitions.

For the purposes of this chapter the following terms, phrases and words shall have the meaning given herein:

“Applicant” is any person making written application to the director for a construction permit hereunder.

“City” is the city of Richland.

“City engineer” is a professional civil engineer licensed in the state of Washington who establishes the infrastructure improvement standards for the city. This is the same person as the public works director.

“Construction permit,” also known as a “use permit” or a “right-of-way permit,” is the authorization granted by the city for an applicant to work in a specified right-of-way or easement to conduct the agreed upon work.

“Construction work” is the excavation and other aboveground construction work permitted under a construction permit and required to be performed under this chapter.

“Director” means the public works director for the city of Richland or designated representative.

“Easement” means any city-held easement for access and public utilities.

“Improvement” is any public or private improvement, including the property of public utilities.

“Pavement condition index,” also known as “PCI,” is a numerical index between zero and 100 used to indicate the condition of the pavement in a section of street. PCI is determined by the city.

“Permittee” is any person who has been granted and has in full force and effect a construction permit issued hereunder.

“Person” is any person, firm, corporation or service provider as defined under RMC Title 28.

“Public infrastructure” is any necessary construction, performed within the city right-of-way or on private property, to install city facilities, including streets, sidewalks, storm drainage, street lights, sanitary sewers and/or water lines and necessary appurtenances, as identified within public works standards.

“Public works standards” means the city’s engineering, design, and construction standards and specifications governing the construction of public and private infrastructure improvements. The city’s engineering design standards include, but are not limited to, documents establishing infrastructure standards as authorized by the director and published on the city’s website.

“Right-of-way” or “public way” means all property in which the city has any form of ownership or title and which is held for public street, [pedestrian](#) or utility purposes, [including the air rights and subsurface rights](#), regardless of whether or not any street or utility exists thereon or whether it is used, improved or maintained for public use.

“Street” is any street, highway, sidewalk, alley, avenue or other public way, easement, or other public place in the city.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener’s errors/clerical errors, section numbering, references, or similar mistakes of form.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-29, Amending the Richland Municipal Code related to Position and Department Titles

Department/Office
City Attorney

Ordinance/Resolution Number:
2022-29

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-29, amending the Richland Municipal Code to correct position and department titles.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with current practices. Over the years, the positions and departments listed in RMC Section 2.04.100 have changed, and these changes were not contemporaneously applied to the remainder of the code.

Ordinance No. 2022-29 is a housekeeping action to correct a number of outdated position and department titles throughout the Richland Municipal Code. The proposed ordinance does not make any substantive changes to any of the chapters or sections cited.

Staff recommends approval of Ordinance No. 2022-29 for second reading and passage.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 2022-29

ORDINANCE NO. 2022-29

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE RICHLAND MUNICIPAL CODE RELATED TO POSITION AND DEPARTMENT TITLES.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with current practices; and

WHEREAS, over the years, various changes have been made to the position and department titles found in 2.04.100 RMC, and these changes were not contemporaneously applied throughout the remainder of the code; and

WHEREAS, this Ordinance No. 2022-29 is a housekeeping action to correct a number of outdated position and department titles throughout the Richland Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Chapter 2.28 of the Richland Municipal Code, entitled Personnel Plan, as first enacted by Ordinance No. 50-77, and last amended by Ordinance No. 20-19, is hereby amended as follows:

Chapter 2.28 PERSONNEL PLAN¹

Sections:

Article I. Definitions

- 2.28.001 Introduction to definitions.**
- 2.28.003 Appointment.**
- 2.28.005 Appointing authority.**
- 2.28.006 “At will” employment – Unclassified service only.**
- 2.28.007 Certification list.**
- 2.28.010 Certify.**
- 2.28.014 Class.**
- 2.28.016 Classified service.**
- 2.28.018 Continuous service.**
- 2.28.020 Demotion.**
- 2.28.022 Department director.**
- 2.28.024 Deputy city manager and assistant city manager.**
- 2.28.026 Division manager.**
- 2.28.028 Employee.**
- 2.28.030 Examination.**
- 2.28.032 Exempt.**
- 2.28.036 Immediate family.**
- 2.28.038 Intermittent employee.**

- 2.28.040 Leave of absence without pay.
- 2.28.042 Nonexempt.
- 2.28.044 Original appointment.
- 2.28.046 Regular full-time employee.
- 2.28.048 Regular part-time employee.
- 2.28.050 Probationary employee.
- 2.28.052 Temporary employee.
- 2.28.053 Limited term employee.
- 2.28.054 Probationary period.
- 2.28.056 Promotion.
- 2.28.058 Provisional employee.
- 2.28.060 Recall list.
- 2.28.062 Salary.
- 2.28.064 Temporary appointment.
- 2.28.068 Transfer.
- 2.28.069 Unaffiliated staff.
- 2.28.070 Unclassified service.
- 2.28.072 Vacancy.
- 2.28.074 Reclassification.
- 2.28.075 Contract employee.

Article II. General Provisions and Organization

- 2.28.105 Equal employment opportunity policy.
- 2.28.110 Scope.
- 2.28.115 Human resources director ~~manager~~.
- 2.28.120 Council.
- 2.28.125 Personnel committee – Membership.
- 2.28.130 Personnel committee – Powers and duties.
- 2.28.140 Compensation plan for unaffiliated staff.

Article III. Classification Plan

- 2.28.205 Classification plan – Objective.
- 2.28.210 Classification plan – Structure.
- 2.28.215 Classification plan – Class specifications.
- 2.28.220 Classification plan – Class title use required.
- 2.28.225 Classification plan – Maintenance.

Article IV. Selection and Appointment

- 2.28.405 Recruitment.
- 2.28.410 Application.
- 2.28.415 Rejection of applications.
- 2.28.420 Examinations.
- 2.28.425 Examination results and scores.

- 2.28.430 Veteran's preference.**
- 2.28.435 Appointing authority.**
- 2.28.440 Certification list.**
- 2.28.445 Appointments.**
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Article I. Definitions

2.28.001 Introduction to definitions.

The following terms, when used in this chapter, shall have the meanings ascribed to them in this article.

2.28.003 Appointment.

“Appointment” means the assignment of a qualified person from a certification list to a position in the city service by the appointing authority.

2.28.005 Appointing authority.

“Appointing authority” means the city manager or other delegated authority who is empowered to appoint or remove employees of the department over which the city manager or delegated authority has jurisdiction subject to the provisions of this chapter.

2.28.006 “At will” employment – Unclassified service only.

For purposes of this section, “at will” means that the affected employee is employed at the discretion and pleasure of the city. While many employment rules may be contained in this section, no other policy, practice or application of any rule shall be considered a contract or assurance of continued employment. The employee or the city may terminate employment in unclassified service for reasons that either considers sufficient.

2.28.007 Certification list.

“Certification list” means a list of all persons who have qualified for appointment to positions within a certain class under the provisions of this chapter, with names arranged in order of qualifying scores in the examination.

2.28.010 Certify.

“Certify” means the act of the human resources [director](#) ~~manager~~ in supplying an appointing authority with the names of applicants who are eligible for appointment to the class and position for which certification is requested.

2.28.014 Class.

“Class” means a group of positions sufficiently similar in duties, responsibilities, salary range and minimum qualifications to permit combining them under a single title.

2.28.016 Classified service.

“Classified service” means all positions not specifically included in the unclassified service and excludes all job classifications covered by a collective bargaining agreement with the city.

2.28.018 Continuous service.

“Continuous service” means employment in the city service as a regular or probationary employee which is uninterrupted except for authorized leave of absence or separation due to layoff; provided, that time lost due to layoff shall not be included in the determination of length of continuous service.

2.28.020 Demotion.

“Demotion” means the assignment of an employee from the employee’s present position to another position providing a lower salary rate.

2.28.022 Department director.

“Department director” means an employee designated by the city manager to be the director of a department.

2.28.024 Deputy city manager and assistant city manager.

“Deputy city manager” and “assistant city manager” means an employee designated by the city manager to be deputy city manager or assistant city manager as described in RMC 2.04.126 and RMC 2.04.128, respectively ~~of a department~~.

2.28.026 Division manager.

“Division manager” means an employee designated by the city manager, a deputy city manager and/or a department director to be the operating manager of a division.

2.28.028 Employee.

“Employee” means a person occupying a nonelected, budgeted position and who is paid for services rendered.

2.28.030 Examination.

“Examination” means that series of events and/or exercises which culminate in certification of a list of persons qualified for appointment to a particular position of a specified class.

2.28.032 Exempt.

“Exempt,” as defined by the Fair Labor Standards Act, means a job classification exempt from the Act which meets the test of a salaried employee in an executive, administrative or professional position.

2.28.036 Immediate family.

“Immediate family” means that group of individuals including the employee’s wife or husband, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother, grandchild, or any person permanently residing with the employee.

2.28.038 Intermittent employee.

“Intermittent employee” means an employee qualified to work in a specific position classification who is on call to work at irregular intervals in one or more city departments.

2.28.040 Leave of absence without pay.

“Leave of absence without pay” means an unpaid leave authorized by the deputy city manager and/or department director for up to 30 calendar days, and as authorized by the city manager, a maximum of one year except in the case of illness, injury or involuntary conscription.

2.28.042 Nonexempt.

“Nonexempt,” as defined by the Fair Labor Standards Act, means a job classification not exempt from the Act with entitlement to the application of said Act.

2.28.044 Original appointment.

“Original appointment” means the initial appointment from a certification list to a position in the city service.

2.28.046 Regular full-time employee.

“Regular full-time employee” means any employee who is employed for a minimum of 40 hours per week, who has successfully completed a probation period in a position and who continues to successfully meet the requirements of that position as determined by the appointing authority.

2.28.048 Regular part-time employee.

“Regular part-time employee” means any employee in the classified service who has successfully completed a probation period and who is employed on a monthly average of 20 or more, yet less than 40, hours per week.

2.28.050 Probationary employee.

“Probationary employee” means an employee who is serving a probationary period prior to being appointed as a regular full-time employee or a regular part-time employee.

2.28.052 Temporary employee.

“Temporary employee” means any employee whose tenure is eight months or less, and who may occupy either a full-time or part-time position. Temporary employees have no right to steady employment, prior notice of termination or preference for regular full-time job openings.

2.28.053 Limited term employee.

“Limited term employee” means a temporary employee whose tenure is greater than eight months but no longer than 24 months, and who may occupy either a full-time or part-time position. Limited term employees have no right to steady employment, prior notice of termination or preference for regular full-time or part-time job openings.

2.28.054 Probationary period.

“Probationary period” means a working test period of no less than six months during which an employee is required to demonstrate the ability and capacity to perform the duties of the position to which the employee has been appointed.

2.28.056 Promotion.

“Promotion” means the assignment of an employee from a position in one class to another class providing a higher salary rate.

2.28.058 Provisional employee.

Pending the establishment of a certification list, “provisional employee” means any employee temporarily assigned to a position without having participated in an examination; provided, that such assignment does not exceed four months.

2.28.060 Recall list.

“Recall list” means a listing, by class, of regular full-time or regular part-time employees who have been separated from the classified city service by reduction of force.

2.28.062 Salary.

“Salary” means the compensation paid to an employee for services rendered as set forth in the city’s salary classification plan.

2.28.064 Temporary appointment.

“Temporary appointment” means an appointment for a period of eight months or less to meet a seasonal or other short-term need.

2.28.068 Transfer.

“Transfer” means the assignment of an employee from one position, division or department to another position, division or department.

2.28.069 Unaffiliated staff.

“Unaffiliated staff” means classified and unclassified (excluding elected and appointed) employees who are not subject to union representation or represented by any council adopted formal collective bargaining agreement.

2.28.070 Unclassified service.

“Unclassified service” means all positions listed as follows:

- A. Officers elected by the people and persons appointed to fill vacancies in elective offices;
- B. Officers appointed by the mayor or council as approved by the law or by the Charter;
- C. The city manager, deputy city managers, all department directors, all division managers, and such other principal officers and assistants as the council may prescribe.
- D. All unclassified employees hired after the effective date of the ordinance codified in this chapter shall be considered “at will.”

2.28.072 Vacancy.

“Vacancy” means a position existing or newly created, budgeted, which is not occupied, and for which a valid requisition has been received by the human resources [department](#) ~~division~~.

2.28.074 Reclassification.

“Reclassification” means the action of repositioning (upwards or downwards) of a job classification currently listed as a job classification in the city’s salary plan structure. The action may affect the incumbent employee.

2.28.075 Contract employee.

“Contract employee” means an employee contracted through an employment agency for a period of eight months or less. Contract employees are not city employees and are not covered by the provisions of this chapter; however, the city may apply contract employee tenure to the tenure requirements of the temporary employee or limited term employee if there has been no break in contract employment. Contract employees have no right to steady employment, prior notice of termination or preference for regular full-time or part-time job openings.

Article II. General Provisions and Organization

2.28.105 Equal employment opportunity policy.

It is declared the personnel policy of the city that employment in the city government shall be based on an applicant's qualifications as they pertain to the essential functions of the job applied for. This commitment shall be supported by positive practical efforts to ensure equal employment opportunities for minorities, women, disabled, and those employment-disadvantaged, both in securing city employment and promotional opportunities at all job levels. The city shall not discriminate in its personnel practices on the basis of race, religion, sex, political views, national origin, age, marital status or disability unless based on bona fide occupational qualifications or state or federal regulations.

2.28.110 Scope.

A. This chapter shall not apply to situations involving the following offices: members of council, members of commissions, committees and boards, the city manager, employees represented by a bargaining unit, except that those employees engaged in public safety or specified in Chapters 41.08 and 41.12 RCW shall be entitled to coverage of provisions of this chapter as specified by Chapters 41.08 and 41.12 RCW, and persons providing services that are outside the classified or unclassified plan of the city.

B. In determining salaries, hours and working conditions for employment in the city service, the city council, through the city manager, may bargain collectively with any employee group or representative and enter into such agreements as permitted by the Charter and general law. For unaffiliated staff not represented by any bargaining unit, the city manager shall be responsible for establishing and maintaining a compensation plan for council approval.

C. It is further provided that the invalidity of any section or part of a section of this chapter shall not affect the validity of the remainder of this chapter.

2.28.115 Human resources ~~director~~ ~~manager~~.

The city manager shall serve as human resources ~~director~~ ~~manager~~ of the city unless, pursuant to the Charter, the city manager shall appoint another person to this office. The human resources ~~director~~ ~~manager~~ shall administer the personnel system of the city in accordance with the personnel ordinance adopted, and recommend rules governing personnel to the council.

2.28.120 Council.

The city council shall adopt rules governing city employment after a public hearing on such rules, as provided in the Charter. Thereafter, the council shall have the power to amend, repeal or add to the rules on the recommendation of the human resources ~~director~~ ~~manager~~ or on its own initiative, subject to the requirement of a public hearing. These rules shall provide for:

- A. The classification of all city positions in the classified service;
- B. Salary and wage plans for all city positions;

C. Methods for determining the qualifications and merit of candidates for appointment, retention and promotion in the classified service;

D. Procedures for removal and suspension of, and disciplinary action against, officers and employees;

E. The order and manner in which layoffs may be effected;

F. Procedures for review of action taken under subsections (C), (D) and (E) of this section;

G. Hours of work, attendance regulations, and provisions for sick and vacation leave;

H. Other practices and procedures necessary to the administration of the city personnel system.

2.28.125 Personnel committee – Membership.

A. There shall be a personnel committee consisting of three members who shall be citizens of the United States, residents of the city for at least three years immediately preceding such appointment, and registered voters. During the term of office, a member of the personnel committee shall not serve on any other Richland board, commission or committee.

B. The term of office for personnel committee members shall be for three years. Appointment to the committee is limited to two consecutive terms. A period of one year must lapse before an individual may again be considered for appointment.

C. The committee shall meet as frequently as is necessary for the proper discharge of its duties.

D. Meetings of the personnel committee shall comply with the Open Public Meetings Act, Chapter 42.30 RCW; provided, however, that appeal hearings conducted by the personnel committee shall occur in closed session unless the employee who brought the appeal demands in writing that the hearing be open to the public. The committee may exclude from any such public or private meeting, during the examination of witnesses, any or all other witnesses in the matter being heard. The hearing need not be conducted according to technical rules relating to evidence and witnesses, although all witnesses offering testimony to the personnel committee must be sworn or affirmed to truthfulness.

2.28.130 Personnel committee – Powers and duties.

Powers and duties of the personnel committee are as follows:

A. Monitor the administration and grading of competitive examinations.

B. Hear appeals on the following matters as alleged by any employee in the classified service or uniformed personnel under Chapters 41.08 and 41.12 RCW; provided, however, that any uniformed personnel employee who has elected to appeal through a grievance mechanism provided in a labor agreement shall not be entitled to appeal the same or similar issue to the personnel committee:

1. Any disciplinary action resulting in suspension, demotion, reduction in pay or termination;
2. Any alleged violation of the established personnel plan related specifically to hiring or promotional opportunities;
3. Any challenge to the reasonableness of the appointing authority's actions related to a reduction in force.

After the hearing, the personnel committee will report its findings and recommendations in writing to the appointing authority. The committee's findings and recommendations shall be advisory only, except where general law requires the committee to render a decision that is final and binding upon the appointing authority with respect to firefighters under Chapter 41.08 RCW and police officers under Chapter 41.12 RCW.

C. Hearings before the committee shall be governed by RMC 2.28.906. Any informality of proceedings or in the manner of taking testimony shall not affect any action of the committee.

D. The committee shall have the right of subpoena, the power to examine witnesses under oath, the power to compel the attendance of witnesses, and the power to require the production of records.

E. Each member of the personnel committee shall have the power to administer an oath consistent with RCW 5.28.020 to any participating witness.

2.28.140 Compensation plan for unaffiliated staff.

From time to time, typically when collective bargaining agreements are reviewed, the city manager or his or her designee shall forward to council for approval via resolution, a compensation plan for all unaffiliated staff. Said rules are subordinate to this chapter and shall serve to document and govern the wages, hours and conditions of employment for all unaffiliated staff. Notification shall be given to unaffiliated staff to allow for a comment period of up to three weeks prior to presentation to council to provide opportunity for employee input, discussion and questions.

Article III. Classification Plan

2.28.205 Classification plan – Objective.

The human resources ~~director~~ ~~manager~~ shall recommend to council, and council shall adopt by resolution after public hearing, a classification plan which shall provide for a complete inventory of all positions in the classified service and accurate descriptions and specifications for each position and class of employment. In the plan, class titles shall be standardized and each of them shall be indicative of a definite range of duties and responsibilities and shall have the same meaning throughout the city service. The human resources ~~director~~ ~~manager~~ shall recommend necessary amendments to the plan in order to conform to the current needs of the city service.

2.28.210 Classification plan – Structure.

The classification plan shall consist of the following elements:

A. An assembly into classes of positions which are approximately of equal difficulty and responsibility, which require the same general qualifications and which can be compensated within the same grade of pay under similar working conditions;

B. A class title descriptive of the work of each class which shall identify the class for personnel control and payroll accounting purposes;

C. A written description for each position containing: a description of the nature of the work and of the relative responsibility of the position and which includes examples of work which are illustrative of the essential functions of the job; requirements of work in terms of knowledge, abilities and skills necessary for the performance of work, and a statement of experience and training desirable for recruitment into the position which constitutes the job specifications.

2.28.215 Classification plan – Class specifications.

The specifications of the classes of positions in the classification plan and their various parts shall be used as a guide in the classification of positions and have the following force and effect:

A. The specifications are descriptive and not restrictive; they are intended to indicate the kinds of positions that are allocated to the several classes as determined by their duties and responsibilities. Specifications are to be interpreted in their entirety in relation to the others in the classification plan. Particular phrases or examples are not to be isolated and treated as a full definition of the class.

B. In determining the class to which any position should be allocated, the specifications of each class shall be considered as a whole. Consideration shall be given to the duties, specific tasks, responsibilities, qualifications, requirements and relationships with other classes, as together affording a statement of the employments that the classes intend to embrace.

2.28.220 Classification plan – Class title use required.

Class titles or designated code symbols shall be used in all personnel accounting, budgeting, appropriation and financial records. No person shall be appointed to or employed in a position in the classified service under a title not included in the classification plan.

2.28.225 Classification plan – Maintenance.

The human resources director ~~manager~~ shall be responsible for the proper maintenance of the classification plan, so that it will reflect continuously on a current basis the duties being performed by each employee in the city service and the class to which each position is allocated. The human resources director ~~manager~~ or designee shall make necessary amendments to the classification plan, including the addition of required new classes, revision of existing classes, and deletion of obsolete classes. Changes and reallocations within the classification plan shall be made as follows:

A. The human resources director ~~manager~~ shall analyze the duties and responsibilities to be assumed by incumbents of proposed new positions, and using such appraisal as a basis, assign the position to the appropriate class within the classification plan. A new class specification shall be prepared to cover each additional position which is created and for which the classification plan does not provide a satisfactory job description.

B. Changes in the duties and responsibilities of a position involving either the addition, reduction, or modification of assignments; shall be reported to the human resources director ~~manager~~ by the deputy city manager, assistant city manager, and/or department head concerned. If the changes are determined to be permanent, and are sufficiently significant to justify reallocation to a different classification, the human resources director ~~manager~~ shall assign the position to the class which is appropriate under the modified circumstances.

C. The human resources director ~~manager~~ shall periodically review the classification of positions and audit duties and responsibilities, and on the basis of his or her reappraisal, make such changes as are necessary to keep the classification plan current. Reallocation of positions under the provisions of this section shall be the responsibility of the human resources director ~~manager~~, but shall give due consideration to the recommendations of the administrative officials concerned, and the personnel committee.

Article IV. Selection and Appointment

2.28.405 Recruitment.

The appointing authority shall determine whether open positions shall be advertised internally and/or to the general public. Notice of such open positions shall be posted on city bulletin boards at least five days prior to the promotional closing.

A. Open positions may be published in a city newspaper and circulated by such other means as the human resources director ~~manager~~ shall deem necessary at least 10 days prior to the closing date for such employment opportunity.

B. A notice of open positions shall contain the position title and a brief description of the job duties and requirements. Applicants selected for examination shall be advised of the examination date and place, type(s) of examinations to be employed and any special examination requirements.

2.28.410 Application.

Application for open positions in city employment shall be made in writing, in a manner prescribed by the human resources department ~~division~~, and submitted to the human resources department ~~division~~ at such time as a vacancy is advertised.

2.28.415 Rejection of applications.

The human resources department ~~division~~ may reject any application for one or more of the following reasons:

A. If the applicant lacks any of the minimum qualifications set forth in the position classification or examination announcement;

B. If the applicant cannot perform the essential functions of the position with or without reasonable accommodation to which the applicant seeks appointment, or has previously been terminated from the city service for misconduct or unsatisfactory job performance;

C. If the applicant has falsified the application;

D. If, after notification, the applicant is not present at the time and place designated for the examination.

2.28.420 Examinations.

Oral, written, physical performance or skill proficiency examinations, or any combination of these, may be employed as it is deemed appropriate as long as they are job related and serve to provide a satisfactory measure of the applicant's qualifications and capability to perform the essential functions of the position. Examinations shall be developed and administered by the human resources ~~department~~ ~~division~~ or purchased from vendors where such tests are verified to be valid and reliable.

2.28.425 Examination results and scores.

The human resources staff shall document examination results and scores using appropriate statistical and testing techniques and shall determine the relative rating of the competitors.

2.28.430 Veteran's preference.

A "veteran" shall be defined as any person who has served in any branch of the U.S. Armed Forces during any period of war, including World Wars I and II, the Korean conflict, the Vietnam era, and the period of any future war declared by Congress (RCW 41.04.005). In all competitive examinations, all such veterans shall be given a preference by adding to a passing grade only, based upon a rating of 100 points, a percentage in accordance with the following as specified in RCW 41.04.010:

A. Ten percent to a veteran who is not receiving any veteran retirement benefits;

B. Five percent to a veteran who is receiving veterans retirement payments;

C. Preferences specified in subsections (A) and (B) of this section shall not be used in any promotional examination. No preference shall be given to a veteran who has claimed a similar preference and has thereby been previously appointed to a position though employment thus obtained was with a different state agency, municipal corporation, or political subdivision (Attorney General's Opinion 1975, No. 220);

D. Five percent to a veteran who, after having previously served employment with the city, shall be called to active military service for a period of one year, or more, during any period of war, for promotional examination;

E. Preferences specified in subsections (A), (B) and (D) of this section must be claimed by a veteran within eight years of the date of release from active service, providing such release is for reasons other than dishonorable discharge.

2.28.435 Appointing authority.

The city manager is authorized to make all appointments in the city administration, and when the city manager deems the best interest of the city requires, remove officers and employees of the city, unless otherwise provided by the Charter or by the general laws. The manager may authorize

the deputy city manager, assistant city manager, and/or director of a department to appoint and remove subordinates in such department.

2.28.440 Certification list.

A. The human resources department ~~division~~ shall maintain a certification list for each position class, bearing the names of all persons completing the examination with scores of not less than 70 percent within classified service. These names shall be carried on the certification list for a period of one year.

B. Names may be removed from the certification list for the following reasons:

1. Request of the applicant;
2. In the case of police officer applicants, a prior conviction of a felony or misdemeanor involving moral turpitude;
3. An applicant's prior conviction of a crime which relates reasonably to the position applied for, provided the date of such conviction or prison release, whichever is more recent, is less than seven years old;
4. Applicant's death;
5. Applicant's refusal to accept employment in a position class for which the applicant was examined;
6. Applicant's failure to keep the personnel office informed of applicant's correct address;
7. Applicant's failure to appear for employment interview;
8. Applicant's attempted deception or fraud in connection with the application or examination;
9. Applicant's dismissal from any other classified position for reasons of misconduct and/or unsatisfactory performance;
10. Expiration of one full year after entry on the list.

2.28.445 Appointments.

A. Appointments for all classified service, both entry and promotional, in the city service shall be made from the appropriate certification list providing that where diligent efforts to establish such lists have been unsuccessful, a provisional appointment may be made.

B. Upon receipt of an appropriate certification list from the human resources director ~~manager~~, an appointing authority shall make an appointment to a position from the top three names on that list; provided, however, that the appointing authority may refuse to appoint from a certification list containing fewer than three names and request a new certification list be made.

C. Should a candidate demonstrate exceptional qualifications by virtue of knowledge, skills and prior experience, the appointing authority may request a direct appointment to city service with the approval of human resources and the appropriate department head.

2.28.450 Expenditures allowed – Exempt personnel.

A. Whenever the city manager may determine that in order to secure the services of any person not residing within the Richland area as an employee of the city it is necessary to pay the cost of moving the household goods and personal effects of such person from place of residence to the city upon appointment to city service, then payment of reasonable and necessary moving costs may be made from appropriate available maintenance and operation funds in the city's annual budget, upon the recommendation of the city manager and the approval of such an expenditure by the city council.

B. When the appointing authority deems it necessary to interview personnel to fill positions requiring special experience and training, and such personnel reside outside the city limits, the appointing authority is authorized to pay necessary travel and subsistence expenses to bring a limited number of applicants to the city for such personal interviews; providing funds for the payment of such expenses are available.

C. In cases of certain examinations which may require the professional expertise of a person outside the city service, the appointing authority is authorized to pay necessary travel and subsistence expenses to bring a limited number of such persons to the city for participation in such examinations; providing funds for payment of such expenses are available.

2.28.455 Promotional appointments.

In order to best use knowledge, skills, abilities and performance of city employees, the appointing authority shall fill vacancies by promotion whenever practicable. Such promotions shall be based on competitive selection processes, except in those cases where the appointing authority determines that a particular employee, who by virtue of length and quality of work experience for the city, is exceptionally qualified for the promotion; provided, however, that nothing in this section shall apply to promotional appointments in the police ~~services~~ department and fire and emergency services department covered by a collective bargaining agreement. Promotional appointments in those departments shall be based upon the process set forth in RMC 2.28.410 through 2.28.450.

2.28.460 Provisional appointments.

Provisional appointments may be made in the classified service when no appropriate certification list exists. Such appointments shall have a maximum duration of four months and may not continue beyond a 10-day period after the establishment of an appropriate certification list.

2.28.465 Special appointments.

In recognition of the special needs of the city from time to time to employ student trainees, interns, and recreation instructors and aides in diverse programmatic areas designed to meet the desires and needs of the citizens of Richland, authority is granted to the human resources ~~director manager~~ to make occasional special appointments of qualified persons to meet these special needs, budget permitting.

A. The procedure and requirements for appointments to city service provided in this chapter are waived for special appointments made pursuant to this section or the compensation plan.

B. Persons appointed pursuant to this section shall be deemed employees only insofar as wages, and state or federal mandated benefits such as Social Security, industrial insurance, and unemployment compensation are concerned. Other benefits, privileges, protections or rights, including tenure, provided by this chapter, or the compensation plan shall not apply nor shall persons appointed pursuant to this section become eligible for them. Persons so appointed serve solely at the pleasure of the city. Persons so appointed shall be advised in writing of their specific employment status as set forth in this section.

C. Special appointment of individual persons may be recurring, but any single appointment shall not extend beyond eight continuous months.

D. Salary for services rendered by persons appointed pursuant to this section shall be an hourly rate and shall be set by the human resources ~~director~~ ~~manager~~ to be commensurate with the skills needed to meet the special need for which the special appointment is being made. For special appointments to meet recreation program needs, the hourly rate shall in addition reflect the number of expected program participants, the ability to recruit desired program instructors and aides, and such other factors as may impact a particular recreation program offering. In no event shall the hourly rate be less than the federal minimum wage. Provisions of this chapter regarding salary and benefits other than those set forth in this section shall not apply to persons under special appointment.

Article V. Conditions of Employment

2.28.515 Outside employment.

A. An employee seeking to engage in employment other than the employee's job with the city must notify the employee's immediate supervisor.

B. An employee shall not engage in employment other than the employee's city job if such employment constitutes a conflict of interest, is incompatible with the proper discharge of the employee's official duties, or interferes with the efficient performance of the city job.

2.28.520 Service on city advisory boards, committees, and commissions.

Except for membership on the police pension board, in accordance with RCW 41.20.010, and the firemen's pension board, in accordance with RCW 41.14.020, and except for employees serving ex officio, no employee, during his or her term of service in city employment, shall be eligible, or be appointed, to serve on any city board, committee or commission performing an advisory function to the city council.

2.28.525 Political activities.

The following rules shall govern the political activities of city employees:

A. Solicitation for or payment to any partisan, political organization or for any partisan political purpose of any compulsory assessment or involuntary contribution is prohibited; provided, that

officers of employee associations shall not be prohibited from soliciting dues or contributions from members of their associations. No person, elected official, or employee shall solicit on city property any contribution to be used for partisan political purposes (RCW 41.06.250).

B. Employees shall have the right to vote and to express their opinions on all political subjects and candidates and to hold any political party office or participate in the management of a partisan political campaign. Nothing in this section shall prohibit an employee from participating fully in campaigns relating to constitutional amendments, referendums, initiatives, and issues of a similar character (RCW 41.06.250).

C. A city employee shall not hold a part-time public office in a political subdivision of the state when the holding of such office, as determined by the appointing authority, is incompatible with or substantially interferes with the official duties of the employee's job (RCW 41.06.250).

D. For persons employed by the city in positions which are financed primarily by federal grant-in-aid funds, political activity shall be regulated by the rules of the U.S. Civil Service Commission (RCW 41.06.250).

E. No member of the city council nor any candidate for election to city council shall directly or indirectly solicit any contribution or campaign assistance of any nature from any employee of the city.

2.28.530 Tenure of employment – Classified service.

The tenure of any person covered under the provision of this chapter shall be subject to appropriate conduct and the satisfactory performance of the employee's job responsibilities. Any person may be discharged (when authorized by the city manager), or disciplined (including but not limited to suspension without pay, temporary or permanent pay reductions, demotion, and reduction in rank) by the city manager and/or director of a department for any of the following reasons:

A. Unsatisfactory record of attendance and/or punctuality.

B. Absent without leave for three consecutive working days.

C. Incompetent, inefficient or ineffective performance of job responsibilities.

D. Inattention to job responsibilities or loitering.

E. Insubordination, which is the refusal to obey lawful and reasonable direction given by the employer.

F. Dishonest conduct such as theft, fraud or misrepresentation.

G. Disorderly conduct in the course of employment including fighting, horseplay, threatening or otherwise abusing other employees or the general public.

H. 1. Reporting for work in an unfit condition which precludes the employee from performing the function and duties of any position in city service.

2. Possession of alcohol, cannabis, or illegal controlled substance(s) while at work.

3. Consumption or use of alcohol, cannabis, or illegal or controlled substance(s) during the course of an employee's scheduled workday; provided, however, that it is not a violation of this section to use prescribed or over-the-counter drugs that may affect the discharge of an employee's job duties if the employee first notifies his/her supervisor or human resources of such use.

I. Conviction of a felony or misdemeanor which adversely affects the employee's ability to perform the employee's job requirements.

J. The use of employee's city employment for personal profit, gain or advancement other than the regular and rightful compensation and benefits authorized for the position.

K. Negligent, careless or willful acts which damage or endanger the city's property, equipment or the personal safety of employees or the general public.

L. Improper political activity as defined in this chapter.

M. Willfully or knowingly making a false statement, certificate, mark, rating or report in regard to any test, certificate or appointment held or made under the municipal personnel system, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules.

N. No person seeking appointment to or promotion in the city service shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with, a test, appointment, proposed appointment, promotion or proposed promotion.

O. Noncompliance with RMC 2.28.515.

P. Possession or display of a firearm, as defined in RCW 9.41.010, or explosive device in a city building or city vehicle. This subsection does not apply to commissioned police officers.

Q. Any other act or failure to act which, in the judgment of the appointing authority, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

The human resources ~~manager~~ director shall promulgate procedures for administering and imposing the discipline required under this section.

2.28.535 Tenure of employment – Unclassified service.

Employees hired or promoted into unclassified service after the effective date of the ordinance codified in this section are employed at the pleasure of the city and continued employment is at

the discretion of the appropriate authority or city manager. These employees are considered “at will.”

2.28.550 Employment and reemployment rights of members of the uniformed services.

A person who is a member of, applies to be a member of, performs, has performed, applies to perform or has an obligation to perform service in a uniformed service shall not be denied initial employment, reemployment, retention in employment, promotion or any benefit of employment by the city on the basis of that membership, application for membership, performance of service, application for service or obligation.

The city, in defining the limitations and interpretation of the Federal Act, will utilize the document H.R. 995 Publication, Public Law 103-353, Title 38, Chapter 43 USC.

2.28.555 Employment conflicting with city interests – Noncompetition clause – Former employee.

No person who has served as an employee of the city of Richland shall, for a period of two years from the date of termination or completion of such employment, appear before the city council or receive any compensation for services rendered on behalf of any person, firm, corporation or association in relation to any matter, purchase, sale, proceeding or application with respect to which the former employee was directly concerned and in which the former employee personally participated during the period of employment with the city of Richland. Should such a conflict arise, it shall form the basis for the city to terminate the relationship the city has with the business or individual involved.

Article VI. Insurance Benefits

2.28.605 Insurance benefits.

It shall be the policy of the city, subject to the availability of funds, to carry certain insurance policies as a part of employee benefits, where appropriate. The exact terms of coverage shall be negotiated by the city and the insurance companies, and copies of such policies shall be on file in the city clerk’s office.

As appropriate and required by law, when an employee is acting in his or her official capacity on city business, the city shall indemnify police officers against damage claims for false arrest, and all employees against claims of errors and omissions.

As appropriate and required by law, when an employee is acting in his or her official capacity on city business, the city shall indemnify all employees against claims for damages for personal injuries or property damages arising out of the operation of any city-owned or -operated motor vehicle.

Article VII. Savings Clause

2.28.845 Savings clause.

Notwithstanding the repeal of Ordinances 34, 96 and 123, any rights or benefits acquired by any employee under the provisions of said ordinances shall remain in full force.

Article VIII. Grievance Procedure

2.28.905 Pre-disciplinary hearing opportunity required.

No classified employee may be subject to a disciplinary action that results in suspension, demotion, reduction in pay or termination from city employment except for cause. Prior to imposition of such disciplinary action, the city shall advise the employee in writing of the charges and provide an explanation of the evidence upon which the proposed disciplinary action is based. The employee is then provided an opportunity for a pre-disciplinary hearing. The city, after consideration of the facts and materials presented at the hearing, shall provide the employee with a written decision of the disciplinary action. If the city's disciplinary decision includes suspension, demotion, reduction in pay or termination, the employee may appeal the disciplinary decision to the personnel committee as provided in RMC 2.28.130.

2.28.906 Personnel committee appeal hearings.

A. An appeal to the personnel committee as authorized under RMC 2.28.130(B) shall be in writing and shall be signed by the employee. The appeal shall include the mailing and street address where service of process and other papers may be made upon the employee. The appeal shall also include the ruling or decision from which the employee appeals, a brief description of the facts giving rise to the appeal, and a concise statement of the reason for the appeal.

B. A written appeal must be filed within 10 calendar days after the decision giving rise to the appeal is made. For purposes of calculating time, the day the decision was made is excluded from the 10-day calculation.

C. Hearings shall be held at such time and place as determined by the committee.

D. All parties to the appeal shall be notified of the hearing date and time no less than 10 calendar days in advance of the hearing.

E. During the appeal hearing, the employee and the appointing authority are entitled to be represented by an attorney; testify under oath; subpoena witnesses to testify; cross-examine witnesses; present affidavits, exhibits or other evidence as the committee deems relevant; and argue the case, either directly or through an attorney. The committee reserves the right, at any time throughout the hearing, to ask any question of any witness or request any evidence on any issue it deems relevant to the matter, regardless of whether the issue was first raised by either party.

F. No fewer than five calendar days before the hearing, each party will provide to the other a list of the witnesses it intends to call at the hearing, and complete copies of all documents it intends to offer at the hearing for the committee's consideration. No other discovery is authorized. The committee may postpone the hearing at the aggrieved party's request if this disclosure is not timely made.

G. At any hearing on appeal from a suspension, demotion, reduction in pay or termination, the city shall have the burden of proving by a preponderance of the evidence that its disciplinary action was for cause. At any other appeal hearing under RMC 2.28.130(B), the employee shall have the burden of proof by a preponderance of the evidence.

H. Hearings will be recorded by a recording device. The services of a court reporter may be secured to record the hearing at the requesting party's expense.

I. Within 10 business days of the conclusion of the hearing, the committee shall issue written findings of fact, conclusions of law, and a recommendation to the city manager on whether the city's action should be affirmed, rescinded or modified. If the committee recommends that the city's action be modified, it will also provide a recommendation as to what specific action should be taken. The city manager may accept, reject or modify the recommendation of the committee in rendering a final determination on the appeal of a classified employee under RMC 2.28.130(B). Such final determination shall be issued to the employee within 10 calendar days of receipt of the committee's findings, conclusions and recommendation. For uniformed personnel under Chapters 41.08 and 41.12 RCW, the committee's recommendation shall be binding on the city manager and subject to further appeal as provided herein.

J. Within 30 calendar days of the date of the personnel committee's determination, firefighters and police officers who are subject to a disciplinary action resulting in suspension, demotion, reduction in pay or termination may appeal the decision of the personnel committee to Benton County superior court by serving the city clerk with a written notice of appeal.

1. The written notice of appeal must include the grounds for appeal and a demand that a certified transcript of the hearing and all papers on file with the committee affecting or relating to its determination be filed with the court.

2. The appellant shall bear the costs associated with procuring a certified transcript of the hearing and the filing fees associated with commencing the appeal in Benton County superior court.

3. Benton County superior court shall hear and determine the appeal in a summary manner on the established record. No new evidence is allowed. The court's review is confined to determining, based on the sufficiency of the evidence, whether the suspension, demotion, reduction in pay or termination was or was not made in good faith for cause. No other grounds for appeal are allowed.

2.28.920 Severability.

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Section 2. Richland Municipal Code Section 2.32.040, entitled Councilmembers, as first enacted by Ordinance No. 8, and last amended by Ordinance No. 46-21, is hereby amended as follows:

2.32.040 Councilmembers.

The monthly compensation of each member of the council, whether a new or incumbent member, is as follows: 2021, \$1,195; 2022, \$1,231; 2023, \$1,253; 2024, \$1,269; and 2025, \$1,329; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired

term of office, to which such member of the council is appointed or elected. City council shall establish council salary based on the annual increase, if any, in the compensation plan for unaffiliated employees wage table, maintaining a four-year schedule.

All members of the council who participate in the Washington Public Employees' Retirement System shall provide a written certification to human resources, detailing a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources ~~department~~ ~~division~~ for auditing purposes as generally required in Chapter 41.40 RCW.

Section 3. Richland Municipal Code Section 2.50.030, entitled Designation of custodian, as first enacted by Ordinance No. 625, and last amended by Ordinance No. 11-00, is hereby amended as follows:

2.50.030 Designation of custodian.

The finance ~~director~~ ~~manager~~ of the city of Richland is designated and appointed as the custodian of the fund, and upon receipt of the monies transferred to him ~~or her~~ as such custodian, he ~~or she~~ shall immediately open a checking account in a local bank in the name of the city of Richland and entitle it "Advance Travel Expense Account – Richland Finance ~~Director~~ ~~Manager~~, Custodian."

Section 4. Richland Municipal Code Section 3.04.040, entitled General provisions, as first enacted by Ordinance No. 48-15, is hereby amended as follows:

3.04.040 General provisions.

A. The city manager shall be responsible for all city purchasing and may appoint a purchasing officer who shall be employed in the purchasing division of the administrative services department. The purchasing officer, ~~under the direction and approval of the administrative services director,~~ shall be charged with developing administrative procedures to implement this chapter. Procedures should ensure the fiscal responsibility of the city in expending resources for goods and services for city operations. The procurement procedures of the city shall be ~~based on guidelines provided in~~ ~~consistent with~~ the Revised Code of Washington (RCW), ~~by guidance from~~ the State Auditor's Office, ~~by Municipal Research Services Center~~ and best business practices.

B. Federal or State Funds. When a procurement involves the expenditure of state or federal funds or grants, purchasing shall be conducted in accordance with any applicable federal or state laws or regulations.

C. Breaking Down or Splitting Purchases. The breaking down or splitting of any purchase or contract into units or accomplishing any purchase by phases for the purpose of avoiding the maximum dollar amount prescribed in this chapter is contrary to public policy and is prohibited.

D. Unauthorized Purchases. Only authorized individuals may financially obligate the city in the acquisition of goods, services and public works. Any financial obligation made by an individual lacking authority to procure on behalf of the city shall not be deemed ratified or approved by any city official, and the city shall not be bound thereby, except as may be required by law. Individuals

procuring on behalf of the city without proper authorization may be held personally liable for unauthorized debts incurred.

E. Conflict of Interest.

1. To ensure objectivity and eliminate unfair competitive advantage, suppliers (vendors) and consultants who participate in the development or drafting of specifications, requirements, requests for quotes or proposals shall be excluded from competing for such purposes.
2. To avoid potential conflicts of interest, no employee, councilmember or contracted personnel should participate in the selection, award, or administration of purchases or contracts in which, to his or her knowledge, the individual, immediate family, or partner has a financial interest in the supplier's organization.

F. Procurement Methods. Allowable procurement methods include the use of purchase orders, direct purchases (no purchase order), procurement cards (P-Cards), personal reimbursement, petty cash, credit cards, quotes, invitations to bid (ITB), requests for proposals (RFP), requests for qualifications (RFQ), small works roster (SWR), and contracts as the procurement methods are used in compliance with the city's purchasing policies. With appropriate security and internal controls, these procurement methods may be used electronically.

G. Signature Authority. The city manager may delegate the signature authority provided in this chapter to the purchasing officer or to other city employee(s) as deemed appropriate.

H. Standards for Determining Lowest Responsible Bidder.

1. Public Works – State Mandated Criteria. In determining lowest responsible bidder for a public works project, in addition to price, the criteria for bidder responsibility set forth in RCW 39.04.350(1), as now enacted or hereafter amended, shall apply.
2. Public Works – Supplemental Criteria. Supplemental criteria for bidder responsibility for public works projects set forth in RCW 39.04.350(2), as now enacted or hereafter amended, may be considered and may be set forth in the applicable bid documents.
3. Responsible Bidder Criteria. The following may also be considered by the city in determining bidder responsibility for all city procurements:
 - a. The ability, capacity and skill of the bidder to perform the contract;
 - b. Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;
 - c. The reputation, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts by the bidder in the city and in other jurisdictions;

- e. The previous and existing compliance by the bidder with laws, ordinances, and city policies relating to contracts or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract;
- g. The quality, availability and adaptability of the materials, supplies or equipment to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

Section 5. Richland Municipal Code Section 3.12.230, entitled Notice to property owners, as first enacted by Ordinance No. 27-83, is hereby amended as follows:

3.12.230 Notice to property owners.

The ~~city support services~~ finance director or designee shall send by certified mail to each person whose name appears on the assessment rolls and/or tax rolls as owner of the property charged with any delinquent assessment or installment at each address listed on said assessment rolls and/or county tax rolls, a notice at least 30 days before commencement of any action to foreclose a delinquent assessment or installment. The notice shall state the amount due on each separate lot, tract or parcel of land and the date after which the foreclosure proceedings will commence.

Section 6. Richland Municipal Code Section 3.27.020, entitled Revision to the budget payment plan, as first enacted by Ordinance No. 50-93, and last amended by Ordinance No. 30-95, is hereby amended as follows:

3.27.020 Revision to the budget payment plan.

Changes made to the budget plan, or the utility customer services policies dealing with the budget plan, will be subject to review by the finance director ~~manager~~ and the city manager.

Section 7. Richland Municipal Code Section 3.29.030, entitled Special residential rates – Qualification as low income senior citizen or low income disabled citizen, as first enacted by Ordinance No. 40-02, and last amended by Ordinance No. 03-16, is hereby amended as follows:

3.29.030 Special residential rates – Qualification as low income senior citizen or low income disabled citizen.

A. The special residential rate for low income senior citizens or low income disabled citizens specified in RMC 3.29.020 shall be available to each person who shows satisfactory proof ~~to the finance manager, or his designee,~~ that he or she:

- 1. a. Is 62 years of age or over; or
- b. Is a citizen qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind citizen as defined in RCW 74.18.020(4), or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1); and

2. Has a maximum annual income of not more than 125 percent of the poverty level established by the federal office of management and budget; and
3. Is the sole occupant or the head of a household; and
4. Resides in a dwelling unit served directly by the city's utility; and
5. Is billed in his or her name by the city's utility.

B. All information presented in support of such application shall be verified by the applicant who shall provide such other data as deemed appropriate upon forms and in a manner determined by the finance ~~director~~ ~~manager~~ or ~~his~~ designee.

Section 8. Richland Municipal Code Section 3.30.040, entitled Delinquency and utility collection charges, as first enacted by Ordinance No. 15-03, and last amended by Ordinance No. 07-18, is hereby amended as follows:

3.30.040 Delinquency and utility collection charges.

Bills are due and payable upon receipt, and are delinquent after 20 days from the billing date. Failure to receive a bill does not release the customer from payment of the obligation. Whenever a utility customer is contacted as the result of failure to make application for service or for nonpayment, a collection charge of \$10.00 will be charged. Interest may accrue on delinquent accounts at 12 percent per year. If the utility dispatches personnel to a customer's service location because of failure to make application for service or for nonpayment prior to dispatch then a collection charge of \$50.00 will apply. Services will be disconnected until the customer makes satisfactory application for service, full payment including collection charges has been made or a payment arrangement agreement has been properly signed. Discontinuance of service does not release the customer from their obligation to pay charges for service provided. Upon execution of a utility application for service, payment arrangement or satisfactory payment, service will be restored before 5:00 p.m. Monday through Friday (except for holidays) without an additional service fee. Services restored after 5:00 p.m. Monday through Friday or holidays will also incur a \$75.00 after-hours service fee. Active renter accounts that become 120 days past due will be terminated and turned over to collections. If a renter vacates the property and fails to request services be terminated, the service charges and associated fees or penalties remain the renter's responsibility up to the point in time the account and/or services are terminated. At the time the renter account is closed due to the 120-day past-due status, the owner will be responsible for subsequent services or charges at that service location. Delinquent owner accounts are subject to a service lien in accordance with Chapter 3.28 RMC. The finance ~~director~~ ~~manager~~, or his or her designee, may use the services of a collection agency to collect delinquent service charges in the manner and extent provided in RCW 19.16.500 as currently enacted or hereinafter amended. The collection agency fee shall be added to the amount of delinquent service charge. The finance ~~director~~ ~~manager~~, or his or her designee, is authorized to waive the late penalty charge, disconnection, and/or reconnection charges under the following circumstances:

- A. Where a utility customer has made payment arrangements with the city for deferral of the payment of the bill;

- B. Where a utility customer has not been delinquent in the previous 12 months; or
- C. If an emergency arises where the water service needs to be disconnected.

Section 9. Richland Municipal Code Section 3.34.040, entitled Accounting methods to be established, as first enacted by Ordinance No. 29-85, is hereby amended as follows:

3.34.040 Accounting methods to be established.

The city of Richland ~~support-services~~ finance director and accounting section shall establish, separate and distinct from the general fund of the city, special accounts to be known as seized assets and seized drug/money accounts.

A. Purpose of Accounts. The purpose of the two accounts is to help offset investigation expenses and enhance investigative ability by providing additional resources.

1. The seized assets account shall be used to augment investigative expenses.
2. The seized drug/money account shall be used to augment the purchase of materials and supplies within the police department.

B. Administration of Funds. The accounts established by this chapter shall be administered by the city of Richland ~~support-services~~ finance department according to sound accounting practices and principles consistent with the applicable laws, rules, regulations, and order consistent with the purpose of this chapter.

C. Sources of Funding for Seized Asset Account. The proceeds from sales authorized by RCW 69.50.505, less the amount to be forwarded to the Criminal Justice Training Commission, shall be credited to the seized assets account.

D. Sources of Funding for Seized Drug/Money Account. When currency is seized by the Richland police department for violation of Chapter 69.50 RCW, Uniform Controlled Substance Act, or city ordinance, and after forfeiture is so ordered by a hearing officer or judge of municipal, district or superior court, the currency so ordered forfeited shall be credited directly to the seized drug/money account after the money is no longer of evidentiary value. Currency seized, which is not contested, shall be ordered forfeited by the city hearing officer and credited directly to this account.

E. Definition. All terms used herein shall, in addition to their ordinary meaning, also be defined according to common law and any state statute or city ordinance.

Section 10. Richland Municipal Code Section 5.04.070, entitled City license officer defined, as first enacted by Ordinance No. 83, and last amended by Ordinance No. 50-19, is hereby amended as follows:

5.04.070 City license officer defined.

“City license officer” or “license officer” is the finance director ~~manager~~ or designee of the city of Richland.

Section 11. Chapter 5.12 of the Richland Municipal Code, entitled Soliciting and Canvassing, as first enacted by Ordinance No. 97, and last amended by Ordinance No. 28-10, is hereby amended as follows:

Chapter 5.12 SOLICITING AND CANVASSING

Sections:

5.12.010 Purpose.

5.12.020 Solicitor or canvasser defined.

5.12.030 License required.

5.12.040 Application for license – Filed with finance ~~director~~ ~~manager~~ or designee.

5.12.050 Application for license – Contents.

5.12.060 Investigation – Character and business responsibility.

5.12.080 Licenses – Fees.

5.12.110 Revocation of license.

5.12.120 Appeal.

5.12.130 Orders.

5.12.140 License to be carried.

5.12.150 Exclusions.

5.12.160 License – Additional.

5.12.170 Violations – Penalties.

5.12.180 Severability.

5.12.010 Purpose.

This chapter is an exercise of the power of the city to license for regulation.

5.12.020 Solicitor or canvasser defined.

A “solicitor” or “canvasser” is defined as any person who goes from house to house, or from place to place, in the city of Richland, selling or taking orders for or offering to sell or take orders for goods, wares and merchandise for present or future delivery or for services to be performed immediately or in the future, whether such person has, carries or exposes a sample of such goods, wares and merchandise or not, or whether he is collecting advance payment on such sales or not.

5.12.030 License required.

It is unlawful for any person to act as solicitor or canvasser within the city of Richland without first having obtained a license issued pursuant to this chapter.

5.12.040 Application for license – Filed with finance ~~director~~ ~~manager~~ or designee.

Applicants for license under this chapter shall file with the finance ~~director~~ ~~manager~~ an application in writing on a form to be prescribed by him.

5.12.050 Application for license – Contents.

The application shall contain the following information:

A. Name and description of the applicant.

- B. Permanent home address and local address of applicant.
- C. A brief description of the nature of the business and the goods to be sold or services to be performed.
- D. If employed by another, the name and address of the employer must be provided. The employer must have a Washington State master business license and Richland business license.
- E. The length of time for which the right to do business is required.
- F. The place of manufacture or production of goods to be offered for sale, the present location of such goods and the proposed method of delivery.
- G. Picture identification is required with solicitor application. Applicants with a Washington State address of one year or longer shall pay \$12.00 for a Washington State Patrol background investigation (valid for one year). Applicants with a permanent address in any state other than Washington must provide a current state patrol background check for each state in which the applicant resided during the past 12 months. All applicants will undergo a current warrants check by the Richland police department.
- H. The names of two reliable persons resident in the state of Washington as references to the good character and business responsibility of the applicant or, in lieu of such references, the means of obtaining evidence as to the applicant's character and business responsibility.
- I. A statement as to any convictions of any crimes, misdemeanors or violations of municipal ordinances, the date, the nature of the offense and the penalty assessed therefor.

The application shall be sworn to by each applicant and shall be accompanied by a fee of \$12.00 to cover the cost of investigation of the facts stated in the application, and if applicant is the employee of another, evidence of the exact relationship between applicant and employer.

5.12.060 Investigation – Character and business responsibility.

The original of the application shall be referred to the chief of police or designee who shall promptly make an investigation of applicant's character and business responsibility. If applicant's character or business responsibility is found to be unsatisfactory, the chief of police or designee shall endorse on such application his or her disapproval and the reasons therefor to the finance director manager, who shall notify the applicant that his or her application is disapproved and that no license will be issued. If the chief of police or designee finds that applicant's character and business responsibility are satisfactory, he or she shall endorse his or her approval on the application and return it to the finance director manager who shall, upon payment of the license fee and the filing of bond, as provided by this chapter, issue the license.

5.12.080 Licenses – Fees.

Licenses shall be issued for a period of 30 days at a cost of \$10.00 or 90 days for a cost of \$30.00.

5.12.110 Revocation of license.

A license issued under this chapter may be suspended or revoked by the finance ~~director~~ ~~manager~~, or the finance ~~director~~ ~~manager~~ may refuse to issue a renewal license after notice and hearing, for any of the following causes:

- A. Fraud, misrepresentation, or false statement contained in the application for license.
 - B. Fraud, misrepresentation or false statement made in the course of carrying on his or her business as solicitor or as canvasser.
 - C. Any violation of this chapter.
 - D. Conviction of any crime or misdemeanor involving moral turpitude.
 - E. Conducting the business of soliciting, or of canvassing, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
- Notice of the hearing for suspension or revocation of a license shall be given to the licensee in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed or delivered to the licensee at his or her last known local address.

5.12.120 Appeal.

Any person aggrieved by the action of the chief of police or of the finance ~~director~~ ~~manager~~ or designee in the denial of a license, or of the finance ~~director~~ ~~manager~~ in the suspension or revocation of a license, shall have the right of appeal to the city council. Such appeal shall be taken by filing with the finance ~~director~~ ~~manager~~ a written notice thereof within five days after the entry of the order of suspension or revocation. The notice of appeal shall specify an address at which the licensee may be given notice of hearing on the appeal. The city council shall hear the appeal, or may refer the same to a committee for hearing. At the hearing the licensee shall be entitled to appear in person and offer evidence pertinent to the suspension or revocation, and the finance ~~director~~ ~~manager~~ shall likewise be entitled to be heard at the hearing and offer evidence in support of his or her order of suspension or revocation. The city council shall determine by resolution whether the suspension or revocation shall be sustained, and its action in that respect shall be final and conclusive.

5.12.130 Orders.

All orders taken by licensed solicitors shall be in writing in duplicate, stating the name, as it appears on the license, and address of both solicitor and his or her employer, the terms thereof, and the amount paid in advance, and one copy shall be given the purchaser.

5.12.140 License to be carried.

Such license shall be carried at all times by each solicitor for whom issued when soliciting or canvassing in the city, and shall be exhibited by any such solicitor whenever he or she shall be requested to do so by any police officer or any person solicited.

5.12.150 Exclusions.

This chapter shall not apply to:

- A. Insurance salesmen, or salesmen calling on wholesalers or retailers.
- B. Daily newspaper carriers, whether subscriptions are taken or not.
- C. Any farmer, gardener, or other person selling, delivering or peddling any fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats or any farm produce or edibles raised, caught, produced or manufactured by such person in any place in this state.
- D. Any person selling or delivering milk or milk products, or bakery goods, produced or manufactured in this state or furnishing to any person laundry and dry cleaning service.
- E. Any member or members of a religious, charitable, health or welfare, political, service or youth service organization selling or offering to sell goods or service in order to raise funds for the work of such organization and for no other purpose.

5.12.160 License – Additional.

The license required by this chapter shall be in addition to any other licenses required by the parent company for which the solicitor represents general law or the ordinances of the city.

5.12.170 Violations – Penalties.

Any person convicted of violating the provisions of this chapter shall be punished by a fine not to exceed \$5,000 or by imprisonment for not more than one year, or both such fine and imprisonment.

5.12.180 Severability.

The invalidity of any article, section, subsection, provision, clause, or portion thereof, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

Section 12. Richland Municipal Code Section 5.13.040, entitled Applications, as first enacted by Ordinance No. 22-88, and last amended by Ordinance No. 07-09, is hereby amended as follows:

5.13.040 Applications.

Each application for license under this chapter shall submit the following:

- A. ~~His~~ The applicant's permanent address and the address of his or her principal or supplier;
- B. A statement that ~~he~~ the applicant will conduct business from a fixed location within the city, and the address from which business will be conducted;
- C. A description of the nature and type of goods, merchandise or produce to be sold.

All applications shall be subject to review by the police ~~services~~ department who shall perform a warrant check of the applicant and report back within three working days. A finding in this

investigation that the applicant has engaged in fraudulent or deceptive trade practices shall be grounds for denial of a license.

Section 13. Richland Municipal Code Section 5.16.010, entitled Definitions, as first enacted by Ordinance No. 122, and last amended by Ordinance No. 62-82, is hereby amended as follows:

5.16.010 Definitions.

The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them:

“Admission charge” in addition to its usual and ordinary meaning includes:

A. A charge made for season tickets and subscriptions;

B. A cover charge, or a charge made for use of seats and tables reserved or otherwise, and other similar accommodations.

“Director” means the ~~support services~~ finance director.

“Person” means any individual, receiver, assignee, firm, co-partnership, joint venture, corporation, company, joint stock company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

“Place” includes, but is not restricted to, theaters, dance halls, amphitheaters, auditoriums, stadiums, baseball and athletic parks, circuses, pavilions and fields other than golf courses, side shows, outdoor amusement parks, and such attractions as merry-go-rounds, Ferris wheels, and other amusement rides.

“Subscription” includes, in addition to its usual and ordinary meaning, annual membership dues or fees in an organization whose principal purpose is to present theatrical or musical performance for its members.

Section 14. Richland Municipal Code Section 5.16.030, entitled Exceptions – Generally, as first enacted by Ordinance No. 122, and last amended by Ordinance No. 26-79, is hereby amended as follows:

5.16.030 Exemptions – Generally.

The provisions of this chapter shall not apply to admission charges for an event or activity conducted or held by any bona fide charitable or nonprofit organization when all the net proceeds, after payment of the cost and expense of conducting such event, inure to such organization for the purposes thereof.

The term “bona fide charitable or nonprofit organization” as used in this section means any organization duly existing under the provisions of Chapter 24.12, 24.20 or 24.28 RCW, any agricultural fair authorized under the provisions of Chapter 15.76 or 36.37 RCW, or any nonprofit corporation duly existing under the provisions of Chapter 24.03 RCW for charitable, benevolent, eleemosynary, educational, civic, patriotic, political, social, fraternal, athletic or agricultural

purposes, or any nonprofit organization or association, whether incorporated or otherwise, when found by the ~~support-services~~ finance director to be organized and operating or conducting an event or activity for one or more of the above-listed purposes.

Section 15. Richland Municipal Code Section 5.20.020, entitled Definitions, as first enacted by Ordinance No. 117, and last amended by Ordinance No. 37-16, is hereby amended as follows:

5.20.020 Definitions.

In construing the provisions of this chapter, save when otherwise plainly declared or clearly apparent from the context, the following definitions shall be applied:

“City” means the city of Richland, Washington.

“Finance director ~~manager~~” means the finance director ~~manager~~ of the city of Richland.

“Gross electric revenues” means the amount received from the sale of electric energy, which also includes any regularly recurring charge billed to consumers as a condition of receiving electric energy.

“Gross income” means the value proceeding or accruing from the sale of tangible property or of service, and receipts (including all sums earned or charged, whether received or not), by reason of the investment of capital in the business engaged in, including rentals, royalties, fees or other emoluments, however designated (excluding receipts or proceeds from the use or sale of real property or any interest therein, and proceeds from the sale of notes, bonds, mortgages, or other evidences of indebtedness, or stocks and the like and excluding receipts or proceeds from federal, state or local grants, or contributions in aid of construction), and without any deduction on account of the cost of the property sold, the cost of materials used, labor costs, interest or discount paid, or any expense whatsoever, and without any deduction on account of losses.

“Person” or “persons” means persons of either sex, firms, co-partnerships, corporations and other associations of natural persons, whether acting by themselves or by servants, agents or employees.

“Taxpayer” means any person liable for the license fee or tax imposed by this chapter.

“Tax year” or “taxable year” means the year commencing January 1st and ending December 31st of the same year, or in lieu thereof, the taxpayer’s fiscal year when permission is obtained from the finance director ~~manager~~ to use the same as the tax period.

Section 16. Richland Municipal Code Section 5.20.040, entitled Occupation subject to tax – Gas system – Amount, as first enacted by Ordinance No. 117, and last amended by Ordinance No. 50-04, is hereby amended as follows:

5.20.040 Occupation subject to tax – Gas system – Amount.

There is levied and there shall be collected from every person, firm, company or corporation which operates in the city works, plants or facilities for the distribution and sale of manufactured or natural gas, a tax in the amount, effective November 1, 1996, of eight and one-half percent;

provided, however, that a fee or tax of one percent shall apply to that portion of gross income derived from a single customer in excess of \$35,000 per month. Suppliers claiming the reduced rate for volume sales to single users shall submit such reports indicating such sales as required by the finance ~~director~~ ~~manager~~.

Section 17. Richland Municipal Code Section 5.35.040, entitled Establishment of special fund – Purpose, as first enacted by Ordinance No. 4-74, and last amended by Ordinance No. 08-00, is hereby amended as follows:

5.35.040 Establishment of special fund – Purpose.

There is created a special fund in the city of Richland to be known as the hotel/motel tax fund. All taxes levied and collected under the provisions of this chapter shall be credited to the hotel/motel tax fund. Such taxes shall be levied and used only for the purposes specified in RCW 67.28.1815 as it now exists or as hereinafter amended in whole or part, and until withdrawn for use, the monies accumulated in such fund may be invested in interest-bearing securities by the ~~support-services~~ ~~finance~~ director in any manner authorized by law.

Section 18. Richland Municipal Code Section 5.45.090, entitled Use of proceeds, as first enacted by Ordinance No. 23-86, and last amended by Ordinance No. 50-92, is hereby amended as follows:

5.45.090 Use of proceeds.

All proceeds from the tax collected at the rate imposed by RMC 5.45.020 shall be placed by the ~~support-services~~ ~~finance~~ director in the current expense fund and shall be used for capital improvements, including those listed in RCW 35.43.040. This section shall not limit the existing authority of this city to impose special assessment on property benefited thereby in the manner prescribed by law. These capital improvements funds shall be used by the city solely for financing capital projects as defined by RCW 82.46.010(6) that are specified in a capital facilities plan element of a comprehensive plan and housing relocation assistance under RCW 59.18.440 and 59.18.450.

Section 19. Richland Municipal Code Section 5.50.010, entitled Definitions, as first enacted by Ordinance No. 1-93, and last amended by Ordinance No. 40-01, is hereby amended as follows:

5.50.010 Definitions.

For the purposes of this chapter, the following definitions apply:

“City” shall mean the city of Richland, Washington, a municipal corporation.

“Full-time equivalent” refers to the calculation made to determine the number of employees, both part and full-time, employed by a particular business. The sum of this calculation is stated in a manner that treats part-time employees, in the aggregate, as a whole or a fraction of a full-time employee. Thus, a business which employs one full-time employee and one half-time employee, employs the full-time equivalent of one and one-half employees.

“Permanent employee” refers to a person who is employed full or part-time in a regular, nonseasonal position, for a period of at least six months during a calendar year.

“Qualification as low income senior citizen or low income disabled citizen” refers to person who shows satisfactory proof ~~to the support service director, or his designee,~~ that he or she:

- A. Is 62 years of age or over; or
- B. Is a citizen qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind citizen as defined in RCW 74.18.020(4), or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1); and
- C. Has a maximum annual income of not more than 125 percent of the poverty level established by the federal Office of Management and Budget; and
- D. Is the sole occupant or the head of a household; and
- E. Resides in a dwelling unit served directly by the city’s water utility; and
- F. Is billed in his or her name by the city’s water utility.

All information presented in support of such application shall be verified by the applicant who shall provide such other data as deemed appropriate upon forms and in a manner determined by the finance ~~director manager~~ or ~~his~~ designee.

“Utility” shall mean the city street utility, a utility authorized to own, maintain, operate and preserve all city streets and related facilities.

Section 20. Richland Municipal Code Section 5.50.070, entitled Billing and collection, as first enacted by Ordinance No. 1-93, and last amended by Ordinance No. 40-01, is hereby amended as follows:

5.50.070 Billing and collection.

Street utility charges, as imposed by RMC 5.50.050, shall be computed on a monthly basis. The amount billed shall be included as a separate charge listed on the city utility bill. The city finance ~~director manager~~, or his or her designee, is hereby authorized to administer the billing and collection of street utility fees. In the event a property does not have utility service but is subject to charges imposed by this chapter, a new account shall be established and that property shall be billed separately for the street utility charges. The finance ~~director manager~~ is directed to compile a list of all businesses, as is necessary for determining utility charge liability under this chapter. The finance ~~director manager~~ is further directed to develop any rules and regulations which are consistent with this chapter and which are necessary for its proper administration.

Section 21. Chapter 5.55 of the Richland Municipal Code, entitled Appeal Procedure, as first enacted by Ordinance No. 23-05, is hereby amended as follows:

Chapter 5.55 APPEAL PROCEDURE

Sections:

5.55.010 Administrative appeal.

5.55.020 Judicial review.

5.55.030 Underpayment of tax, interest, or penalty – Interest.

5.55.040 Time in which assessment may be made.

5.55.010 Administrative appeal.

Any taxpayer aggrieved by the amount of any fee, tax, interest, or penalty found by the finance department to be required under the provisions of this title may, upon full payment of the amount assessed, appeal from such finding pursuant to the following procedures.

A. Form of Appeal. Any appeal must be in writing and must contain the following:

1. The name and address of the taxpayer;
2. A statement identifying the determination of the department from which the appeal is taken;
3. A statement setting forth the grounds upon which the appeal is taken and identifying specific errors the department is alleged to have made in making the determination; and
4. A statement identifying the requested relief from the determination being appealed.

B. Time and Place to Appeal. Any appeal shall be filed with the city clerk no later than 21 days following the date on which the determination of the finance department was mailed to the taxpayer. Failure to follow the appeal procedures in this section shall preclude the taxpayer's right to appeal.

C. Appeal Hearing. The finance ~~manager~~ director shall, as soon as practicable, fix a time and place for the hearing of such appeal, and shall cause a notice of the time and place thereof to be delivered or mailed to the parties. The hearing shall be conducted by having the appropriate city staff provide the basic information of the transaction. The appellant shall be given an opportunity to explain the appellant's position. City staff shall provide a rebuttal to appellant's case.

D. Burden of Proof. The appellant taxpayer shall have the burden of proving by a preponderance of the evidence that the determination of the department is incorrect.

E. Hearing Record. The finance ~~manager~~ director shall make an electronic sound recording of each appeal unless the appeal is conducted solely in writing.

F. Decision of the Finance ~~Director~~ ~~Manager~~. Following the hearing, the finance ~~director~~ ~~manager~~ shall enter a decision on the appeal, supported by written findings and conclusions in support thereof. A copy of the findings, conclusions and decision shall be mailed to the appellant taxpayer and retained by the department. The decision shall state the correct amount of the fee, tax, interest or penalty owing.

G. Refund. If the finance ~~director~~ ~~manager~~ determines that the taxpayer is owed a refund, such refund amount shall be paid to the taxpayer after approved by the city manager.

5.55.020 Judicial review.

The decision of the finance ~~director~~ ~~manager~~ may be appealed by any person having paid any assessment as required by the department, except one who has failed to keep and preserve books, records, and invoices as required in this chapter, by filing a proper request for a writ of review with the Benton County superior court. A request for a writ of review must be filed within 30 calendar days following the date that the decision of the finance ~~director~~ ~~manager~~ was mailed to the parties. Review by the superior court shall be on, and shall be limited to, the record on appeal created before the finance ~~director~~ ~~manager~~. The department shall have the same right of review from a decision of the finance ~~director~~ ~~manager~~ as does a taxpayer.

5.55.030 Underpayment of tax, interest, or penalty – Interest.

If, upon examination of any returns, or from other information obtained by the finance ~~director~~ ~~manager~~, it appears that a tax or penalty less than that properly due has been paid, the finance ~~director~~ ~~manager~~ shall assess the additional amount found to be due and shall add thereto interest on the tax only. The finance ~~director~~ ~~manager~~ shall notify the person by mail of the additional amount, which shall become due and shall be paid within 30 days from the date of the notice, or within such time as the finance ~~director~~ ~~manager~~ may provide in writing.

Interest shall be calculated at one percent per month on the amount due and owing to the city.

5.55.040 Time in which assessment may be made.

The finance ~~director~~ ~~manager~~ shall not assess or correct an assessment for additional taxes, penalties, or interest due more than four years after the close of the calendar year in which they were incurred, except that the finance ~~director~~ ~~manager~~ may issue an assessment:

- A. Against a person who is not currently registered or has not filed a tax return as required by this title for taxes due within the period commencing 10 years prior to the close of the calendar year in which the person was contacted in writing by the finance ~~director~~ ~~manager~~;
- B. Against a person that has committed fraud or who misrepresented a material fact; or
- C. Against a person that has executed a written waiver of such limitations.

Section 22. Richland Municipal Code Section 9.30.060, entitled Tax levied, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 18-12, is hereby amended as follows:

9.30.060 Tax levied.

A. There is levied a tax at the rate of five percent on the gross revenue less the amount paid for or as prizes from operating or conducting bingo games, raffles and fishing derbies within the city of Richland. After deducting the amount paid for or as prizes, there is levied a tax at the rate of 10 percent on the remaining receipts from social card games. There is levied a tax at the rate of five percent of gross receipts from punch boards or pull tabs. There shall be a city tax levied upon amusement games of two percent of the gross receipts from the amusement game less the amount awarded as prizes.

B. The tax for the previous six-month period, or portion thereof, shall be paid semi-annually on or before the twentieth day of January, and on or before the twentieth day of July, at the office of the finance ~~director~~ ~~manager~~, Richland City Hall; provided, however, that those persons conducting activities subject to taxation under this section less frequently than once every two months shall pay the tax for each taxable activity at the office of the finance ~~director~~ ~~manager~~, Richland City Hall, within 30 days following the date upon which the activity was conducted; provided further, that each registrant shall maintain sufficient accounting books and/or documentation to substantiate the registrant's revenue from bingo, raffles, amusement games and fishing derbies, which accounting books and/or documentation shall be made available to the city for inspection at reasonable times and under reasonable circumstances. It is the responsibility of the organization to determine the appropriate reporting by contacting the Washington State Gambling Commission.

Section 23. Chapter 11.34 of the Richland Municipal Code, entitled Impound of Vehicles, as first enacted by Ordinance No. 78-77, and last amended by Ordinance No. 15-06, is hereby amended as follows:

**Chapter 11.34
IMPOUND OF VEHICLES**

Sections:

11.34.010 Notice to impound – Authority of contractor.

11.34.020 Procedure when no towing contract has been awarded.

11.34.030 Impoundment for driving while license suspended/revoked (DWLS/DWLR).

11.34.010 Notice to impound – Authority of contractor.

If a towing contract has been awarded, the police officer ordering impounding shall immediately notify the contractor of the location of the impounded vehicle. Such contractor shall thereupon be authorized to seize and impound said vehicle and remove it to a city-approved vehicle impound station.

11.34.020 Procedure when no towing contract has been awarded.

A. The ~~chief of police~~ ~~director of police services~~ shall maintain a list of all businesses within the city of Richland, which businesses are licensed, properly equipped, and otherwise qualified to engage in the occupation of vehicle towing and storage. As a condition precedent to the name of

any such business appearing upon the list so compiled by the chief of police ~~director of police services~~, each such business shall file with the finance director ~~manager~~ a bond in the sum of \$10,000 binding the business and its authorized representative, as principal, and also executed by a surety company authorized to do business in the state of Washington, which bond shall be conditioned upon the business faithfully performing impound and emergency towing pursuant to city ordinance when so authorized by the Richland police ~~services~~ department. The bond shall be in a form approved by the city attorney, and the sufficiency of the surety shall be approved by the city manager and finance director ~~manager~~.

B. As an additional condition precedent to the name of any such business appearing on the list so compiled by the chief of police ~~director of police services~~, each such business shall present to the finance director ~~manager~~ evidence, satisfactory to the finance director ~~manager~~, reflecting that the business fully complies with all Washington State standards and requirements for towing businesses, including but not limited to those standards set forth in Chapter 204-91A WAC, as the same presently exists or may hereafter be amended; provided, however, that the requirement of compliance with Washington State standards shall not apply to any towing business licensed to do business by the city of Richland on the effective date of the ordinance amending and codified in this section. As a final condition precedent to the name of any such business appearing on the list so compiled by the chief of police ~~director of police services~~, each such business shall present to the finance director ~~manager~~ a copy of a valid insurance certificate insuring the business against liability for loss or damage to the vehicle and its contents during impound, towing, or storage. Maintenance of the bond, insurance and compliance with state standards to the extent provided in this section shall be conditions precedent to the name of such business continuing to appear on the list compiled by the chief of police ~~director of police services~~.

C. Vehicle impounds and emergency tows shall be assigned to the businesses named on the list so compiled by the chief of police ~~director of police services~~, on a rotational basis; provided, that in the event that it is not possible to contact a business heading the list at any particular time, or such business is unwilling or unable to accept the impound or emergency tow, the next business appearing on the list shall be contacted until the impound or emergency tow is accepted. The police officer ordering the impound or emergency tow, or a member of the police ~~services~~ department acting under the authority of the police officer ordering the impound or emergency tow, shall notify the business which has accepted the impound or emergency tow of the location of the vehicle to be impounded or towed. The business so notified shall thereupon be authorized to seize such vehicle and remove the same to the city vehicle pound or, in the case of an emergency tow, to another appropriate location.

11.34.030 Impoundment for driving while license suspended/revoked (DWLS/DWLR).

A. Authority. Pursuant to the authority of RCW 46.55.113, whenever the driver of a vehicle is arrested for violation of RCW 46.20.342, driving while license suspended or driving while license revoked, or RCW 46.20.345, operation of vehicle under other license or permit prohibited while license suspended or revoked, the vehicle is subject to impoundment at the direction of the Richland police ~~services~~ department or one of its officers for a length of time provided by this section. Towing operators impounding vehicles pursuant to this chapter must comply with all the statutory requirements established in RCW 46.55.110, 46.55.120 and 46.55.130 relating to notification of impound and sale of vehicle to the registered or legal owner.

B. Vehicle Impound – DWLS/DWLR First or Second Degree. When a vehicle is impounded because the operator is arrested for violation of RCW 46.20.342(1)(a), DWLS first degree, or RCW 46.20.342(1)(b), DWLS second degree, the vehicle will be held in impound, at the written direction of the Richland police ~~services~~ department, for a period of time set forth below:

1. Thirty days when the Department of Licensing's records show that the operator has no prior conviction of RCW 46.20.342(1)(a), DWLS first degree, or RCW 46.20.342(1)(b), DWLS second degree, within the past five years; or
2. Sixty days when the Department of Licensing's records show that the operator has been convicted once for RCW 46.20.342(1)(a), DWLS first degree, or RCW 46.20.342(1)(b), DWLS second degree, within the past five years; or
3. Ninety days when the Department of Licensing's records show that the operator has been convicted two or more times for RCW 46.20.342(1)(a), DWLS first degree, or RCW 46.20.342(1)(b), DWLS second degree, within the past five years.

C. Vehicle Impound – DWLS/DWLR Third Degree. When a vehicle is impounded because the operator is in violation of RCW 46.20.342(1)(c), third degree, the vehicle will be held in impound or immediately released, at the written direction of the Richland police ~~services~~ department, as set forth below:

1. Immediate release when the Department of Licensing's records show that the operator has no prior convictions of RCW 46.20.342(1)(a), DWLS first degree, RCW 46.20.342(1)(b), DWLS second degree, RCW 46.20.342(1)(c), DWLS third degree, or similar local ordinance within the past five years; or
2. Thirty days when the Department of Licensing's records show that the operator has one or more convictions of RCW 46.20.342(1)(a), DWLS first degree, RCW 46.20.342(1)(b), DWLS second degree, RCW 46.20.342(1)(c), DWLS third degree, or similar local ordinance within the past five years.

D. Redemption of Vehicle. Vehicles impounded pursuant to this section may be redeemed after being held for the requisite impoundment period as set forth in subsections (B) and (C) of this section and the following conditions have been satisfied:

1. Eligible person as established in RCW 45.55.120 pays all towing, removal, storage and administrative fees of \$50.00 in commercially reasonable tender as provided in RCW 46.55.120; and
2. In addition, when the vehicle was impounded because the operator was in violation of RCW 46.20.342 and the operator was the registered owner of the vehicle at the time of the impound, such registered owner shall pay all penalties, fines, and forfeitures owed by him or her. The Richland police ~~services~~ department, or designee, shall issue a written order directing the release of the impounded vehicle when all the terms and conditions of redeeming such vehicle, as set forth in this section, are satisfied.

E. Early Release of Vehicle. The spouse of the operator, registered owner of a company vehicle, representative of a rental car agency when ownership of the impounded vehicle has been determined to be in its name, lending institution with a security interest in the impounded vehicle, owner of the vehicle who was not the operator at the time of the impound, or any other allowable party under the provision of RCW 46.55.120, may petition the Richland city attorney's office, as designee of the Richland police ~~services~~ department, during normal business hours for early release of the impounded vehicle before the expiration of the impound period on the basis of economic or personal hardship taking into consideration public safety, the operator's criminal history and driving record. If the Richland city attorney's office grants the petitioner's request for early release of the impounded vehicle, the petitioner must pay all towing, removal, storage and administrative fees, including the administrative fee of \$50.00 to the impound revenue fund, in commercially reasonable tender as provided in RCW 46.55.120 before the impounded vehicle will be released.

F. Contesting Impoundment. Any person seeking to contest the validity of the impoundment or the amount of towing and storage charges has a right pursuant to the provisions of RCW 46.55.120 to a hearing in Benton County district court.

G. Severability. If any provision of this section or its application to any person or circumstance is held invalid, the remainder of this section or the application of the provisions of other persons or circumstances is not affected.

Section 24. Richland Municipal Code Section 13.06.300, entitled Utility rate setting, as first enacted by Ordinance No. 28-06, and last amended by Ordinance No. 31-20, is hereby amended as follows:

13.06.300 Utility rate setting.

A. Fee Formula. A monthly service fee for the operation of the utility shall be established from time to time by ordinance of the city council in conformity with RCW 35.21.766. The amount of the fee shall be based upon cost of regulating ambulance services and the cost of providing the EMS program as determined by a cost-of-service study done pursuant to RCW 35.21.766(3). Those costs, after transport charges and the general fund contribution, shall be divided among Richland residents and other occupants based on a calculation of demand costs and availability costs, consistent with accepted principles of utility rate setting.

1. The rate attributable to availability costs of the utility shall be uniformly applied across all user classifications within the utility.

2. The rate attributable to demand costs shall be established and billed to each utility user classification based on each user classification's burden on the utility.

The fee charged by the utility shall reflect a combination of the rates attributable to both the availability cost and the demand cost. The resulting fees shall be assessed to identifiable use classifications. Fees shall not exceed the revenue requirements to cover the costs of the utility, as authorized by the city council by adoption of an annual budget and subsequent amendments.

B. Classifications. The monthly service fee shall be assessed on each of the following utility user classifications:

1. Family residential.
2. Multifamily residential.
3. Adult family homes.
4. Assisted living facilities.
5. Twenty-four-hour nursing facilities.
6. Group homes.
7. Physician's clinics.
8. Schools.
9. Commercial/business.
10. City public areas.

C. Collection of Fees. The fee shall be collected on a monthly basis in accordance with RMC 13.06.310 from each owner of a residential unit (for the family residential classification and the multifamily classifications to the extent that each unit is separately billed for utilities) and from each owner of a facility (for classifications other than family residential and separately billed multifamily residential units). The occupant of each unit within the above classifications, as applicable, shall be responsible for payment of this service fee for the availability and use of ambulance services. Multifamily residential units or other multi-unit properties that are billed for other utilities through a single utility connection shall be charged a service fee for each active or occupied unit. No service fee shall be charged with respect to any vacant building or unoccupied unit or parcel.

D. Service Fee Exemptions/Reductions.

1. Any change in the occupancy or use of a parcel, or any other change in circumstance that eliminates application of an exemption from the service fee, shall immediately make the affected property subject to the applicable service fee. The service fee shall become due and payable as of the date of the change in use and shall continue until the parcel again meets exemption requirements.
2. Monthly rates shall not be prorated. Initial and final charges may be prorated in accordance with the city's standard utility proration practices.

3. Any customer seeking an exemption from payment of the service fee and/or conversion from covered to exempt status, must file a written petition with the finance ~~director~~ ~~manager~~ seeking a determination as to whether a specific parcel satisfies the exemption requirements set forth in this section.

4. The combined rates charged shall reflect an exemption for persons who are Medicaid eligible and who reside in a nursing facility, boarding home, adult family home, or receive in-home services.

5. The combined rates charged may reflect an exemption or reduction for designated classes consistent with Article VIII, Section 7 of the State Constitution, and the amounts of any such exemption or reduction shall be a general expense of the utility, and designated as an availability cost, to be spread uniformly across the utility user classifications.

E. Periodic Service Fee Review. The city manager or ~~his/her~~ designee will periodically perform financial review and analysis of the utility's revenues, expenses, indebtedness, fees and accounting, and recommend budgets, fee adjustments and financial policy. Based on such review, the city manager or ~~his~~ designee shall recommend changes, amendments or additions for adoption by the city council. The total revenue generated by the rates and charges shall not exceed the total costs necessary to regulate, operate, and maintain an ambulance utility.

Section 25. Richland Municipal Code Section 16.08.030, entitled Billing and collection, as first enacted by Ordinance No. 5-98, and last amended by Ordinance No. 12-07, is hereby amended as follows:

16.08.030 Billing and collection.

Stormwater utility charges, as imposed by RMC 16.08.010, shall be computed on a monthly basis and shall be included as a separate charge listed on the city utility bill. Stormwater charges will be billed as follows:

- A. To the active utility customer on commercial or residential rented or leased property, excluding apartments; or
- B. To the owner when owner occupies a commercial or residential property; or
- C. To the owner where stormwater is billed on an annual basis; or
- D. To the owner when no other utility services are provided at a specific location or property; or
- E. For apartments, to the active utility account for the property manager or the property owner.

Commercial stormwater charges not included in a monthly city utility bill and that are less than \$40.00 per month will be billed on an annual basis.

The stormwater charge for the city-owned parking lots serving the Uptown Shopping Center and the parkway district shall be the obligation of the property owners located in those areas. The

stormwater charges associated with these parking lots shall be divided amongst the property owners according to the proportion of each owner's square footage to the total privately owned square footage in the area.

The finance ~~director~~ ~~manager~~, or his or her designee, is hereby authorized to administer the billing and collection of stormwater utility fees. In the event a property does not have utility service but is subject to charges imposed by this chapter, a new account shall be established and that property shall be billed separately for the stormwater utility charges. The finance ~~director~~ ~~manager~~ is directed to compile a list of all residential property owners or occupiers, commercial property owners and vacant land owners, as is necessary for determining utility charge liability under this chapter. The finance ~~director~~ ~~manager~~ is further directed to develop any rules and regulations which are consistent with this chapter and which are necessary for its administration. Collection and enforcement shall be as provided in the statutes of the state of Washington, Chapter 35.67 RCW et seq. as they currently exist or may hereafter be modified and construed.

Section 26. Richland Municipal Code Section 18.36.220, entitled Annual review of irrigation water utility revenue, as first enacted by Ordinance No. 06-05, is hereby amended as follows:

18.36.220 Annual review of irrigation water utility revenue.

On or before the first day of September of each calendar year, the finance ~~director~~ ~~manager~~ or ~~his~~ designee shall report to the city council any modification and/or increase in the irrigation water utility rate necessary and/or desirable to meet anticipated expenditures of the utility, including but not limited to debt service, operating, replacement, upgrading, and expansion requirements projected in the ensuing year.

Section 27. Richland Municipal Code Section 19.20.020, entitled Determination of proper type of procedure, as first enacted by Ordinance No. 12-96, and last amended by Ordinance No. 19-14, is hereby amended as follows:

19.20.020 Determination of proper type of procedure.

A. Determination by Director. The ~~deputy city manager for community and~~ development services ~~director~~ or ~~his/her~~ designee (hereinafter the "director") shall determine the proper procedure for all development applications. If there is a question as to the appropriate type of procedure, the director shall resolve it in favor of the higher procedure type number.

B. Optional Consolidated Permit Processing. An application that involves two or more procedures may be processed collectively under the highest numbered procedure required for any part of the application or processed individually under each of the procedures identified by this code. The applicant may determine whether the application shall be processed collectively or individually. If the application is processed under the individual procedure option, the highest numbered type procedure must be processed prior to the subsequent lower numbered procedure.

C. Decision-Maker(s). Applications processed in accordance with subsection (B) of this section which have the same highest numbered procedure but are assigned different hearing bodies shall be heard collectively by the highest decision-maker(s). The city council is the highest, followed by the hearing examiner, the board of adjustment or planning commission, as applicable, and then

the director. Joint public hearings with other agencies shall be processed according to RMC 19.20.040.

D. Whenever an application involving a comprehensive plan amendment or other legislative action is filed with quasi-judicial actions such as applications for zoning reclassifications, special use permits, planned unit developments and/or preliminary plats, the application requiring legislative action shall first be completed as specified within this title. Following a final decision on the legislative action(s), the hearing examiner shall then consider the applications requiring quasi-judicial action.

Section 28. Richland Municipal Code Section 21.01.020, entitled Administration, permits, and fees, as first enacted by Ordinance No. 20-04, and last amended by Ordinance No. 06-21, is hereby amended as follows:

21.01.020 Administration, permits, and fees.

Chapter 1 of the International Building Code and Chapter 1 of the International Residential Code are hereby amended by the following additions, deletions, and exceptions. Section numbers referenced here are to the International Building Code with the International Residential Code referenced by “R” and the section number in parentheses. Notwithstanding these section numbers referenced from the current codes, all additions, deletions, and exceptions as noted herein shall apply to all future codes adopted by the state of Washington and thence adopted as the building codes for the city of Richland.

A. 101.4.5 Fire Prevention. This subsection shall be amended to add the following paragraph:

Table 20.05.020 from RMC Title 20 shall be considered as if they were integral to and part of this code. All affected chapters and sections of this code regarding fire sprinklers and fire alarms are hereby amended to include Table 20.05.020.

B. 105.1.1 Annual Permit. This subsection shall not be adopted. Annual permits shall not be issued within the city of Richland.

C. 105.1.2 Annual Permit Records. This subsection shall not be adopted. Annual permit records shall not be valid within the city of Richland.

D. 105.2 (R105.2) Work Exempt from Permit.

1. Building. Item (1) of this subcategory of Section 105.2 (R105.2) is hereby amended as shown below, and item (15) is hereby added to this subcategory of Section 105.2 (R105.2). For the International Residential Code, item (15) as noted below shall be numbered and referenced as item (12).

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 200 square feet (IRC) and 120 square feet (IBC), are exempted from the requirements for a building permit. A permit for location placement of such exempt structures shall be issued by the City of Richland prior to construction or erection of these structures. The location placement permit shall be based upon a scalable site plan provided by the applicant and shall show all existing structures on the property together with the distances from all

structures to property lines and to other structures, all existing easements and property lines, and all new structure or building proposals. The location placement permit shall be binding upon the applicant for location placement of the structure for all purposes and requirements of Title 23 of the Richland Municipal Code. The location placement permit shall not require payment of any permit fees. Fees associated with any other aspect of the structure or building proposal including, but not limited to, easement encroachment permits and right-of-way construction permits, shall be as currently enacted in the Richland Municipal Code.

15. (Item 12 for International Residential Code). Amusement devices and structures, including Merry-go-rounds, Ferris wheels, rotating conveyances, slides, similar devices, and accessory structures whose use is necessary for operation of such amusement devices and structures, any accessory structure included in the provisions of this sub-section shall be limited to a cover or roof over each device; but shall not include any storage building or detached structure which is not an integral part of the device.

2. Electrical. This entire subcategory, including repairs and maintenance, radio and television transmitting devices, and temporary testing systems, shall not be adopted. All electrical permits and permit exemptions shall be as set forth by the State of Washington Department of Labor and Industries.

3. Plumbing. Items (1) and (2) of this subcategory shall not be adopted. All plumbing permits and plumbing permit exemptions shall be as set forth in the adopted plumbing code.

E. 105.8 (R105.8). This subsection shall be amended to add the following paragraph:

All contractors and sub-contractors shall have a valid and current business license to conduct business within the City of Richland pursuant to Title 5 of the Richland Municipal Code and shall have a valid and current contractor's license and registration with the State of Washington, Department of Labor and Industries, prior to commencing any actual construction work within the City of Richland.

F. 109.2 and 109.3 (R108.2 and R108.3) Schedule of Permit Fees and Building Permit Valuations. Shall adopt the code of these subsections as stated in both the International Building Code and the International Residential Code; in addition, the following subsection language shall be added as clarification to fees and valuations:

Building. Fees for building permits and related inspections shall be as set forth in Table 1-A from the 1997 Uniform Building Code as previously published by the International Code Council, Inc. The valuation of construction used for the calculation of the building permit fee from Table 1-A shall be the greater of either the valuation noted in Supplemental Table 1-B or the declared valuation of construction from the applicant for the permit. The declared valuation shall include the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, and any other permanent equipment. Valuations not shown in Supplemental Table 1-B shall be based on the "Building Valuation Data" as published in the Building Safety Journal by the International Code Council, Inc., or shall be as determined by the building official to reflect the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, and any other permanent equipment. The Supplemental Table 1-B shall be updated on January 1st of each year and shall incorporate changes from the "Building Valuation Data" as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas

presented in the “Building Valuation Data” which calculate fees shall not be incorporated or adopted.

Plan Review. Fees for review and examination of required construction plans and/or construction data shall be calculated at sixty-five percent (65%) of the building permit fee as set forth in Table 1-A from the 1997 Uniform Building Code as previously published by the International Code Council, Inc. These plan review fees shall be in addition to the building permit fee and shall be payable at the time of first submittal of plans together with a completed application for permit. There shall be no fee required for the review and examination of plans for any detached, single-family dwelling construction; attached, two-family dwelling construction; or construction of accessory buildings to or additions to such one- and two-family dwellings; except for additional review and examination of changes made to plans for such one- and two-family dwellings, additions, or accessory buildings after completion of the plan review or after issuance of the building permit, all of which will be required to pay a fee as shown in item (2) of Table 1-A. Additional plan review required by changes, additions, corrections, or revisions made to the plans after completion of the initial plan review or after issuance of the building permit shall be required to pay a fee as shown in item (2) of Table 1-A.

Plumbing. Fees for plumbing permits and related inspections shall be as set forth in Table 1-1 of the 1997 Uniform Plumbing Code as previously published by the International Association of Plumbing and Mechanical Officials, Inc., and shall incorporate changes from the “Building Valuation Data” group R-3, type VB as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the “Building Valuation Data” which calculate fees shall not be incorporated or adopted and except that plumbing work associated with a current and active building permit shall not require any permit fee. Fees for review and examination of plumbing plans and/or construction data shall be calculated at twenty-five percent (25%) of the plumbing permit fee as set forth in Table 1-1, except that plumbing plans associated with a submittal of building plans shall not require any plan review fee or additional plan review fee. Additional plan review required by changes, additions, corrections, or revisions to the plans after completion of the plan review or after issuance of the permit shall be required to pay a fee as shown in Table 1-1 or as shown in Table 1-A of the 1997 Uniform Building Code for plumbing work associated with a building permit.

Mechanical. Fees for mechanical permits and related inspections shall be as set forth in Table 1-A of the 1997 Uniform Mechanical Code as previously published by the International Conference of Building Officials, Inc., and shall incorporate changes from the “Building Valuation Data” group R-3, type VB as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the “Building Valuation Data” which calculate fees shall not be incorporated or adopted and except that mechanical work associated with a current and active building permit shall not require any permit fee. Fees for review and examination of mechanical plans and/or construction data shall be calculated at twenty-five percent (25%) of the mechanical permit fee as set forth in Table 1-A, except that mechanical plans associated with a submittal of building plans shall not be required to pay any plan review fee or additional plan review fee. Additional plan review required by changes, additions, corrections, or revisions to the plans after completion of the plan review or after issuance of the permit shall be required to pay a fee as shown Table 1-A of the 1997 Uniform Building Code for mechanical work associated with a building permit.

Grading. Fees for grading permits, for review of grading plans, and for related inspections shall be as set forth in Table A-33-A and Table A-33-B of the 1997 Uniform Building Code, Appendix Chapter 33, as previously published by the International Code Council, Inc. and shall incorporate changes from the “Building Valuation Data” group R-3, type VB as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the “Building Valuation Data” which calculate fees shall not be incorporated or adopted.

Factory-Assembled Structures. Notwithstanding any other provision of the Richland Municipal Code, fees for installation of a factory-assembled structure, including structures meeting the requirements of Title 23 of the Richland Municipal Code for manufactured homes or designated manufactured homes, shall be three hundred dollars (\$300.00) per installation. Fees for building permits for structures attached to a factory-assembled structure, including, but not limited to, garages that are not structurally dependent upon the factory-assembled structure for support, shall be as noted above for building permits and plan review based on valuation of construction. Where a conflict exists between the fee noted here and fees described in other titles of the Richland Municipal Code, the fee noted here shall apply. Factory-assembled structures constructed prior to June 15, 1976, shall be required to undergo inspection and approval by the State of Washington, Department of Labor and Industries, prior to issuance of the installation permit.

Energy Code (NREC). Fees for review of plans and inspection of the construction work related to sections of the Washington State Energy Code that prescribe requirements for non-residential buildings, previously referred to as the Non-Residential Energy Code (NREC), shall be as set forth in the following table. This fee shall not be applied to mechanical permits where mechanical equipment is being replaced with equipment of the same fuel source as the existing equipment.

TOTAL VALUATION	NREC FEE
\$1 to \$20,000	\$100
\$20,001 to \$300,000	\$100 for the first \$20,000 plus \$3.00 for additional \$1,000 or fraction thereof, to and including \$300,000.
\$300,001 to \$800,000	\$940 for the first \$300,000 plus \$1.00 for each additional \$1,000 or fraction thereof, to and including \$800,000.
\$800,001 to \$1,020,000	\$1,440 for the first \$800,000 plus \$0.50 for each additional \$1,000 or fraction thereof, to and including \$1,020,000.
\$1,020,001 or more	\$1,550 maximum

G. 111.1 (R110.1) Use and Occupancy. This subsection shall be amended to add the following paragraph:

The building official shall not issue a certificate of occupancy until approval has been obtained from all City of Richland departments and divisions and from all State of Washington and Federal agencies having jurisdiction or authority over the building project. The finance ~~director manager~~, or currently designated person responsible for finances and accounting, of the City of Richland is authorized and directed to deny any requests for utility services, including, but not limited to, electrical service, solid waste removal, water service, and sewer service, on a permanent-user basis, unless the applicant demonstrates that the building for which such service is requested has been issued a certificate of occupancy or temporary certificate of occupancy by the building official.

Provisional utility services may be provided to the extent necessary for construction of the building prior to issuance of such a certificate so long as the building is not used or occupied.

H. 113.1 (R112.1) General. The board of appeals as described in this section shall mean the Mid-Columbia Board of Appeals as currently established by the jurisdictions of the city of Richland, the city of Kennewick, the city of West Richland, the city of Pasco, Benton County, and Franklin County, together with such other jurisdictions as currently constitute the Mid-Columbia Board of Appeals. The board of appeals as described in other codes adopted herein as the building codes for the city of Richland shall also mean the Mid-Columbia Board of Appeals. The code enforcement board as established in RMC Title 2 shall not constitute the Board of Appeals as described here.

Section 29. Richland Municipal Code Section 28.12.090, entitled Application fee, as first enacted by Ordinance No. 31-16, is hereby amended as follows:

28.12.090 Application fee.

A. Reasonable Costs. An applicant shall pay all reasonable costs incurred by the city related to the processing of any application. Processing costs shall include, but not be limited to, the costs of services rendered by any city employee, agent or representative, including consultants and attorneys.

B. The initial deposit of the application fee for the consideration of an application for issuance, renewal, transfer, or modification of a franchise shall be in the amount of \$5,000, or for a license in the amount of \$1,000, which deposit shall be submitted with the application. The city of Richland may, as costs are incurred, draw upon the deposit to recover its administrative costs, including, but not limited to, the reasonable cost of outside consultants retained by the city related to the city's consideration and processing of a franchise. The city, at any time, may require the applicant to deposit additional sums if it appears that the initial deposit or subsequent deposits will be exhausted prior to the final action by the city relating to the consideration by the city of an application for issuance, renewal, transfer, or modification of a franchise. The applicant will not be entitled to further consideration by the city of Richland of its requested action until such time as the additional deposit required by the city has been deposited with the city. In the event the amount of the deposit of an applicant is in excess of the amount of the administrative expenses of the city related to the action requested, then the applicant shall be entitled to a return of any such excess amount. In addition, an applicant that is awarded a franchise shall pay the city a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of a franchise or license. Such payment shall be made to the ~~administrative services director of the~~ city within 30 days after the city furnishes the franchisee or licensee with a statement of such expenses.

Section 30. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 31. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 32. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: September 20, 2022

Second Reading: October 4, 2022

Date Published: October 9, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2022-120, Authorizing an Exception to Resolution No. 28-11 Regarding Traffic Calming for Broadmoor Street

Department/Office
Public Works

Ordinance/Resolution Number:
2022-120

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-120, authorizing an exception to Resolution No. 28-11 to enable application of traffic calming features to the segment of Broadmoor Street adjacent to Claybell Park in support of establishing a playground speed limit zone at that location.

Summary:

Claybell Park, located on Broadmoor Street, draws many visitors whose use of Broadmoor Street for parking, park access and travel presents safety concerns for nearby residents. A multi-disciplinary team of city staff has corresponded and met with a group of residents to identify specific concerns and evaluate mitigation measures. The scope of potential mitigation measures included adjustments to programmed events, on-site lighting and safety improvements, and changes to Broadmoor Street.

RCW 46.61.440 authorizes the establishment of special speed limit zones near public playgrounds. Staff proposes, and the area residents support, establishing a playground speed limit zone on Broadmoor Street adjacent to Claybell Park. In addition, staff proposes, and the area residents support, applying physical traffic calming features to the segment of Broadmoor Street adjacent to Claybell Park in further support of the playground speed limit zone. Application of a playground zone to the segment of Broadmoor Street adjacent to Claybell Park will mitigate the safety concerns in this area.

City Council Resolution No. 28-11 establishes the City's criteria for applying traffic calming features to city streets. An exception to Resolution No. 28-11 is needed to allow traffic calming measures on Broadmoor Street as travel behavior on Broadmoor Street alone does not satisfy the criteria established in Resolution No. 28-11. The City's best interests are served by granting an exception to Resolution No. 28-11 for the segment of Broadmoor Street adjacent to Claybell Park to enable the effective application of a playground speed limit zone.

Staff recommends adoption of Resolution No. 2022-120.

Fiscal Impact: The traffic calming, signing, and lighting improvements to this segment of Broadmoor Street are estimated to cost \$40,000. Staff proposes to fund this work from the Citywide Safety and Security Improvements program funded in the 2022 - 2027 Capital Improvement Plan.

Attachments:

1. Resolution No. 2022-120

RESOLUTION NO. 2022-120

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN EXCEPTION TO RESOLUTION NO. 28-11 FOR
SPECIFIC TRAFFIC CALMING ON BROADMOOR STREET.**

WHEREAS, on June 21, 2011, Richland City Council adopted Resolution No. 28-11, establishing criteria to be used in reviewing neighborhood speed and traffic calming requests; and

WHEREAS, pursuant to RCW 46.61.440, the City is authorized to establish playground speed limit zones; and

WHEREAS, Claybell Park, located on Broadmoor Street, draws visitors whose use of Broadmoor Street for parking, park access, and travel presents safety concerns; and

WHEREAS, applying a “playground zone” designation to the segment of Broadmoor Street adjacent to Claybell Park will mitigate safety concerns in this area, and applying traffic calming features will further ensure the effectiveness of the playground zone; and

WHEREAS, neighborhood residents support establishing a playground zone and applying traffic calming features at this location; and

WHEREAS, the City’s proposed approach to treatment of the identified segment of Broadmoor Street constitutes an exception to Resolution No. 28-11 since travel behavior on Broadmoor Street does not independently satisfy the criteria in Resolution No. 28-11.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the specific treatment of Broadmoor Street as identified herein is an authorized exception to Resolution No. 28-11.

BE IT FURTHER RESOLVED that Resolution No. 28-11 remains in full force and effect, and this Resolution No. 2022-120 shall not be construed as repealing or replacing Resolution No. 28-11.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-121, Authorizing a Purchase and Sales Agreement with New Heights Church for 350 Thayer Drive

Department/Office
Development Services

Ordinance/Resolution Number:
2022-121

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-121, authorizing the City Manager to sign and execute a purchase and sale agreement with New Heights Church for the purchase of 14,648 square-feet of residential property located at 350 Thayer Drive.

Summary:

New Heights Church is proposing to purchase a 14,648 square-foot, City-owned property located at 350 Thayer Drive for the development of an expanded church facility and parking lot as a response to a City-initiated request for proposals (RFP). The property was acquired by the City of Richland as part of the original land transfer from the Federal Government in the 1950s, and identified as surplus to City needs in July 2021.

In July 2022, New Heights Church responded to the City's RFP to purchase and develop the residential-zoned property. The request period was open for three weeks and was extended for an additional two weeks to allow for additional responses. The property was advertised through several media outlets, including a public notice in the newspaper, the city's website, direct emails, and social media. Three (3) proposals were received.

A scoring committee consisting of four individuals representing city staff, City Council, the Economic Development Committee and the Planning Commission evaluated the three proposals to determine the best project for the site. The committee determined, based on the scoring criteria listed in the RFP, that development of a future church facility and parking lot was the most appropriate proposal based on the intended use of the property, the development timeline, and the financial offer for the property.

Based on a March 2022 appraisal, the purchase price for the residential lot is \$123,000 for the 14,648 square-foot property. Proceeds of the sale, less the amount for the land appraisal and other minor administration fees, will be placed in an account to be used specifically for affordable housing. The City will retain a repurchase right if New Heights Church has not submitted an application for approval of construction plans for the paved, striped and landscaped parking lot within eight (8) months of closing, and if inspection and approval of the completed parking lot has not occurred within twenty-four (24) months of closing. A reversionary provision of this nature is customary in all agreements for land purchased from the City.

The proposed purchase was reviewed and favorably approved by the Economic Development Committee (EDC) at a special meeting on September 28, 2022.

Fiscal Impact: The purchase price is \$123,000 for the 14,648 square-foot property. This monetary amount, less the cost for the land appraisal and other minor administration fees, will be placed in an account to be used specifically for affordable housing.

Attachments:

1. Resolution No. 2022-121
2. New Heights Church Purchase and Sale Agreement
3. 350 Thayer Solicitation
4. Vicinity Map

RESOLUTION NO. 2022-121

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF RICHLAND AND NEW HEIGHTS
CHURCH.**

WHEREAS, the City of Richland owns 14,468 square feet of residential surplus property located at 350 Thayer Drive; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code (RMC), the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to a March 25, 2022 real estate appraisal, the property is available for the sale price of \$123,000; and

WHEREAS, the City issued a Request for Proposals (RFP) for purchase and development of the residential-zoned property, with three (3) responses received; and

WHEREAS, the City assembled a selection review committee to evaluate and score the three (3) RFPs to determine the best-suited project for the site; and

WHEREAS, on July 15, 2022, the selection review committee conferred and favorably recommended the project proposed by New Heights Church; and

WHEREAS, at its September 28, 2022 meeting, the Economic Development Committee (EDC) took action to favorably recommend to Richland City Council sale of the surplus property to New Heights Church for the total sale price of \$123,000; and

WHEREAS, New Heights Church has agreed to purchase the property for the stated price.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all other related documents necessary to complete the sale of the property to New Heights Church as identified herein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 350 Thayer Drive

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **NEW HEIGHTS CHURCH** a Washington non-profit corporation (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 350 Thayer Drive, City of Richland, Benton County, Washington which is legally described as **LOT 6, BLOCK 400 OF THE PLAT OF RICHLAND** and depicted in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be **One Hundred Twenty-Three Thousand** dollars and no cents (**\$123,000.00**) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of **Five Thousand** dollars and no cents (**\$5,000.00**) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including ninety (90) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may not be unreasonably withheld pursuant to Purchaser's stated development purpose). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a paved and landscaped off-street parking lot. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in

Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within five (5) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such five (5) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller:	City of Richland Attn: Economic Development Office 625 Swift Blvd., MS-18 Richland, Washington 99352 Phone: 509.942.7583
If to Purchaser:	New Heights Church Attn: Tammy Story, Secretary and Treasurer 390 Thayer Drive Richland, Washington 99352 509.845.1353 office@newheightsrichland.org

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of being developed with a paved and landscaped off-street parking lot, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of all required permits for the construction of the paved, striped, and landscaped off-street parking lot in compliance with RMC 23.54 within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to obtain inspection and approval of the completed and paved, striped and landscaped off-street parking lot within twenty-four (24) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price identified herein for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive twenty-four (24) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the twenty-four (24) months Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

**NEW HEIGHTS CHURCH –
PURCHASER**

By: Jon Amundson, ICMA-CM
Its: City Manager

By: David R. Richardson
Its: Chairman

By: Tom Hegarty
Its: Vice Chairman

By: Tammy Story
Its: Secretary & Treasurer

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

14	117.18	56.00
15	116.80	54.00
16	116.46	50.00
17	116.07	55.00
18	115.68	57.00
19	115.29	56.00
20		50.00

50° 26' 19" E
791.44

202.89

228.4

80.00

N 89° 33' 41" E
180.00

6

N 89° 33' 41" E
180.00

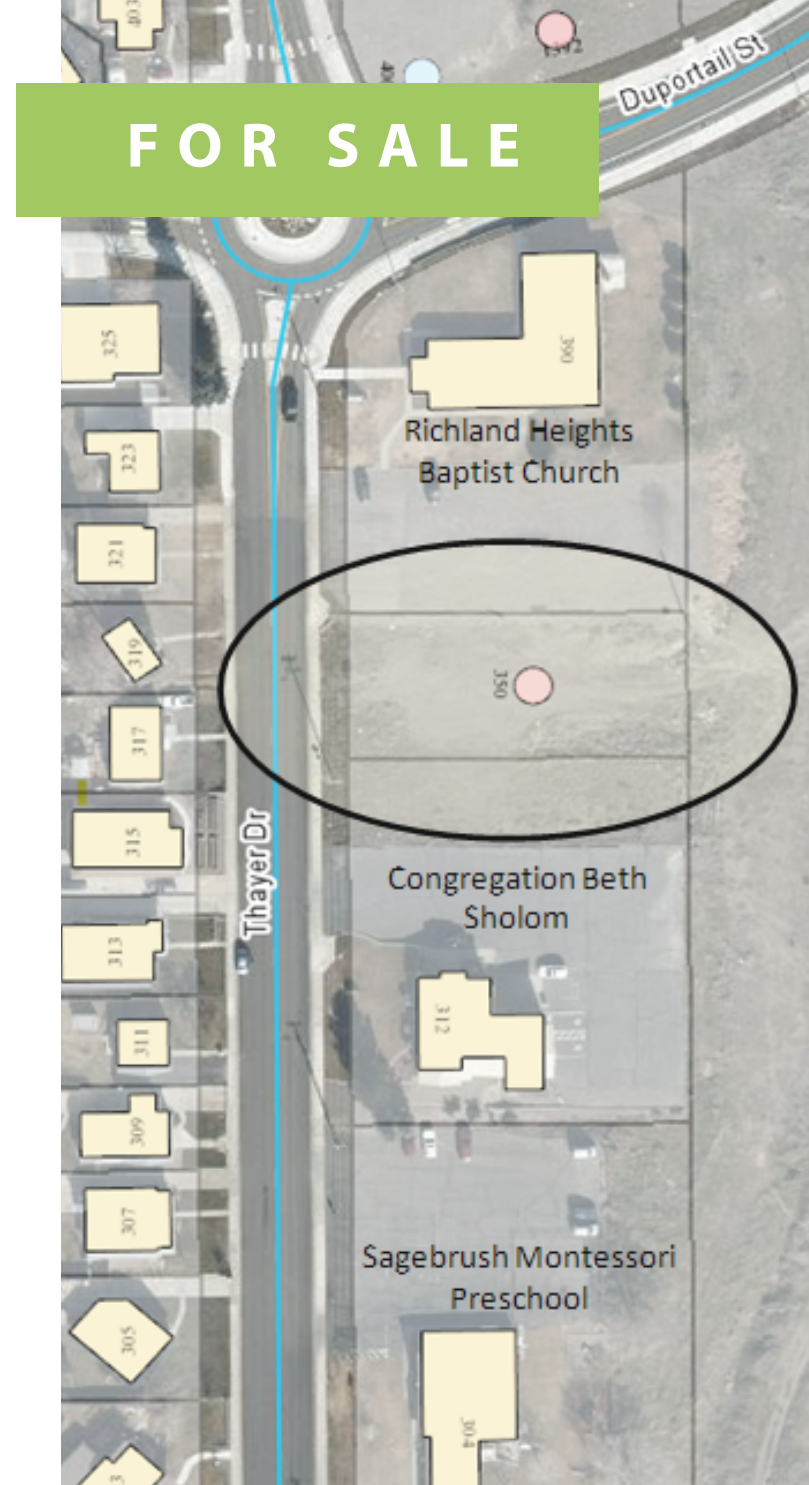
5

80.00

229.12

761.08

50° 26' 19" E 202.89



FOR SALE

350 THAYER DRIVE

ABOUT THE PROPERTY

The property is a 14,468 SF site zoned R-1-12 (the same as surrounding parcels) and fronting Thayer Drive. The property sits on a bluff overlooking Lawless Park and Wellhouse Loop. The north side is occupied by Richland Heights Baptist Church, on the south by Congregation Beth Sholom and on the east Lawless Park.

R-1-12 uses can be accommodated at this site, visit RMC 23.18 for a complete list of allowable uses. A change in zoning is not permitted at this location as it would be considered spot-zoning.

This property has been owned by the City of Richland since the City was created in 1958 and held in inventory. It is the intention of the City to see the property developed prior to a future sale if any.

Address: 350 Thayer Drive, Richland

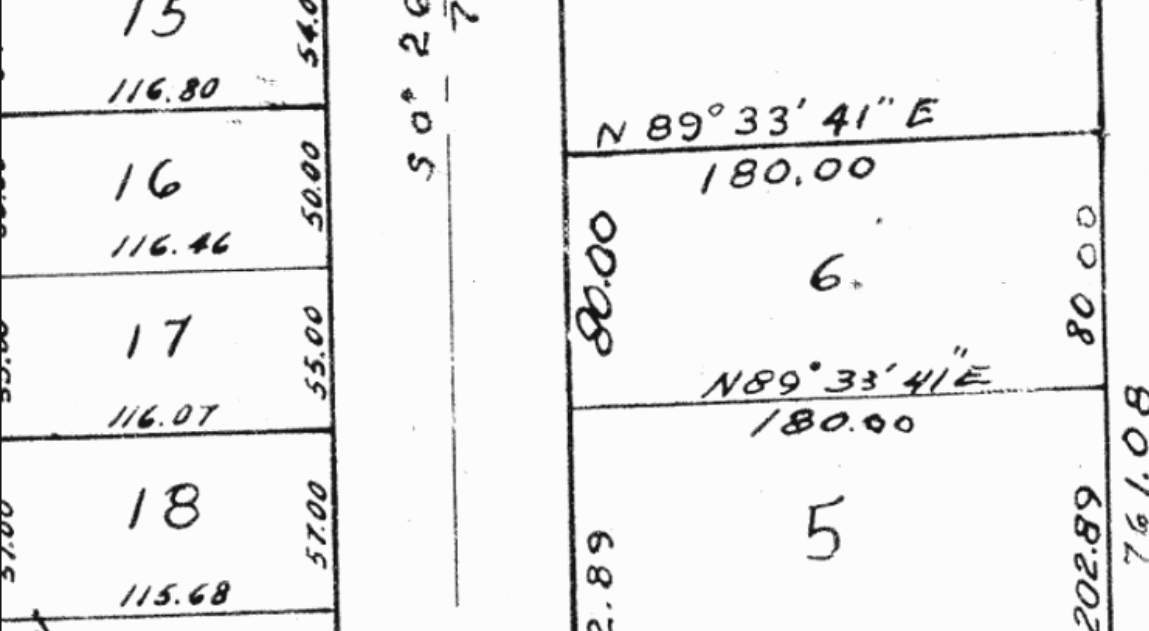
Property Identification: 115981020400006

Onsite Infrastructure: All utilities are available at Thayer Drive

Zoning Designation: R-1-12 Single Family Residential

Off-Site Improvements: Sidewalks, street lights, curb and gutter

Access: Access Provided off of Thayer Drive



SUBMITTING A PROPOSAL

Interested parties should submit a proposal for the site that includes:

- Brief description of the intended development and long-term use including details such as; size and type of structure, number of rooms, off street parking, etc.
- The future plans for the property such as retain, sale or lease.
- Development timeline.
- The financial offer for the property.

Once received, if the proposals meet the initial criteria, they will move to our committee for evaluation and scoring based on the above criteria. The finalist will be contacted by staff to negotiate the sale of the property. At that time a formal letter of intent with project description will be requested. This letter of intent will go before the Economic Development Committee for evaluation and recommendation to City Council.

FOR INQUIRIES, PLEASE CONTACT

City of Richland Economic
Development
info@richlandbusiness.com



SELECTION CRITERIA AND SCORING

Project proposals will be evaluated on the above criteria as well as an interview should one be called.

Questions regarding this proposal request will be accepted via info@richlandbusiness.com

Phone inquiries will not be accepted to allow for the public record to be maintained. Please no hand delivered submissions or faxes.

New Heights Church

390 Thayer
Richland, Washington 99352

June 14, 2022

City of Richland
Economic Development Division
Mr. Kerwin Jensen, Development Services Director
625 Swift Blvd., MS-02
Richland, WA 99352

*Sent via email to:
info@richlandbusiness.com*

Re: Property Purchase Proposal – 350 Thayer Drive, Richland, WA

Dear Mr. Jensen,

New Heights Church, located at 390 Thayer Dr., Richland WA, is submitting the following proposal for the purchase of City of Richland property located at 350 Thayer Dr., Richland, WA. New Heights Church (formerly Richland Heights Baptist Church) is an active growing congregation, currently offering three worship services each Sunday. The Church seeks ownership of the subject parcel to replace development land lost with the completion of the Duportail Street extension and Thayer/Duportail roundabout installation. New Height's contiguous property footprint was significantly impacted and the church seeks to acquire additional land to meet current parking capacity and future expansion possibilities.

In accordance with the City of Richland's guidance, we have responded to the City's key proposal components:

1. *Brief description of the intended development and long-term use including details such as; size and type of structure, number of rooms, off street parking, etc.*

The intended immediate and long-term use of the property is to develop a parking lot contiguous with the church's existing parking lot. Overtime, a portion of the land may be used for other church buildings, as required to serve the needs of our growing congregation.

2. *The future ownership intent for the property such as sale or lease.*

The ownership of the property will remain with New Heights Church. New Heights Church is a single entity, an autonomous local/community church, organized in the State of Washington to conduct church or religious activities and tax exempt under Section 501(c)(3) of the Internal Revenue Code [IRC 508(c)(1)(A) and IRS Publication 1828].

3. *Development timeline.*

The church will begin immediately to regrade and further develop the property for expanded parking capacity. New Heights will endeavor to complete the parking capacity expansion as soon as possible, likely within six months of the closing date. Any use of the property for needed structure expansion would be deferred one to two years.

4. *The financial offer for the property.*

New Heights Church is making a fully approved all cash offer of \$100,000. This offer is made without contingency and includes a purchase price escalator to exceed all other offers by \$3,000, up to a maximum purchase price of \$200,000.

Thank you for your consideration of our purchase proposal. If you have any questions, please contact Dick Erickson at (509) 845-1353 or by email at office@newheightsrichland.org. We look forward to hearing from you soon regarding the results of the City's sales process.

Respectfully,
New Heights Church

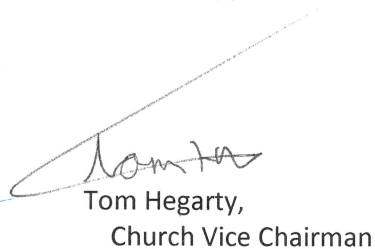


Dick Erickson,
Church Elder, Facilities Lead

New Heights Church, Church Officer Approval:



David Richardson,
Church Chairman



Tom Hegarty,
Church Vice Chairman



Tammy Story,
Church Secretary & Treasurer



Ken Bricker 6/1/2022

The 350 Thayer Site

The 350 Thayer site is bordered on the east by Lawless Park and industrial lots along Wellsian Way.

To the direct north and south of the subject property are two churches.

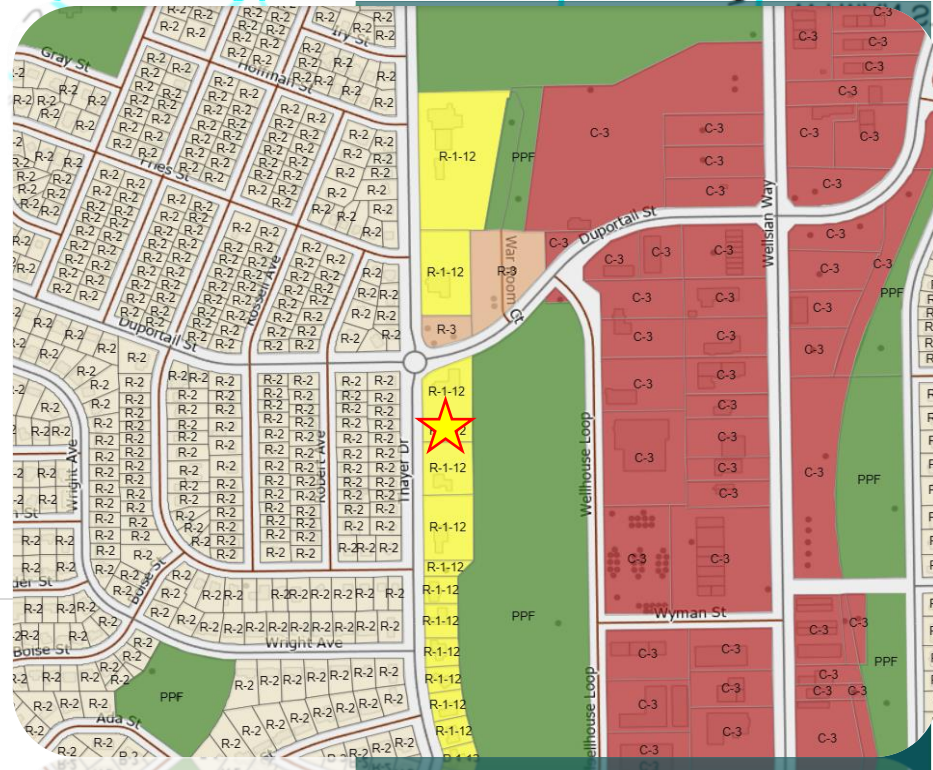
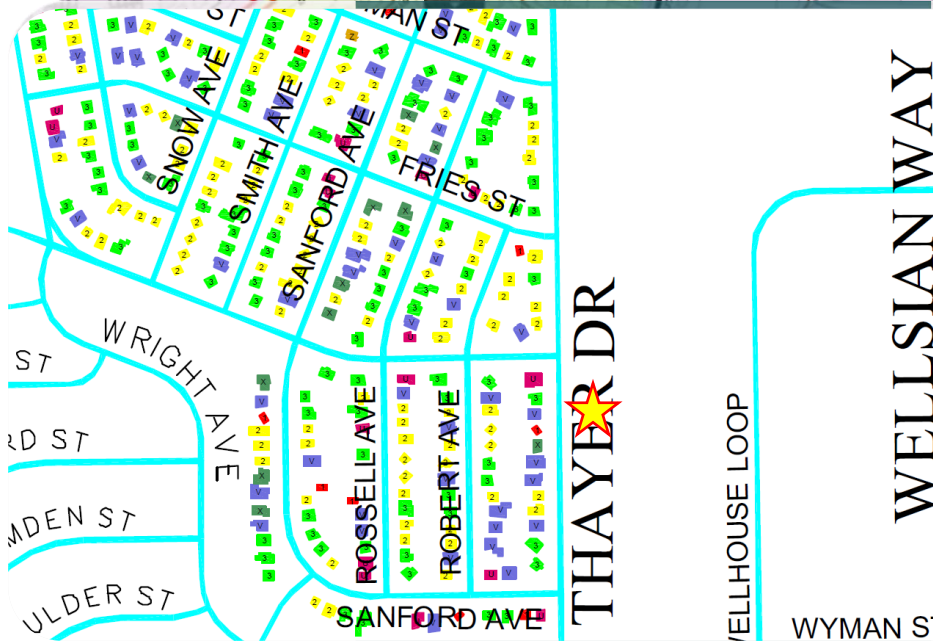
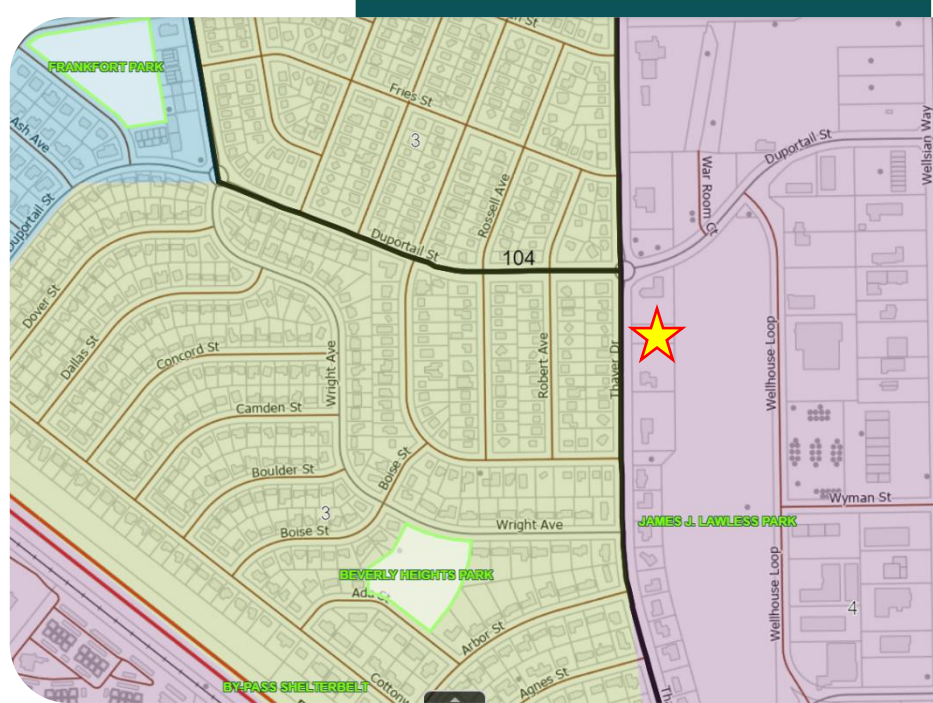
West of 350 Thayer are residential neighborhoods, the southernmost Richland homes built by the Army Corps of Engineers for the Manhattan Project workers.

In the census map on the upper right, the homes north of Duportail belong to Benton County Block Group 3 census tract 104. The homes south of Duportail comprise Benton County census tract 103.

The map to the middle right demonstrates the composition of 1944-vintage homes in the surrounding neighborhood areas. The nearest 400 homes in census tracts 103 and 104 include approximately 143 2-bedroom prefab homes (typ. 661 SF), 139 3-bedroom prefab homes (typ. 871 SF), and 62 3-bedroom 'V' homes (typ. 1152 SF).

According to the 2019 American Community Survey, median household income for census tract 104 is \$52,750, and the median household income for census tract 103 is \$74,514.

The map on the lower right is a Richland zoning map, which shows the R-1-12 low density residential designation for the 350 Thayer site and the lots on the east side of Thayer, and the medium density residential R-2 designation for the surrounding housing area.



Proposer Qualifications

Born and raised in Richland, and a lifelong Tri-Cities resident, Ken Bricker holds a Washington State general contractor's license and does business under Bricker Construction, LLC.

Ken has been licensed as a general contractor for over 16 years and has built over 70 homes locally. This includes 34 homes at Treadway Estates in Benton City, 8 homes in the West Richland Lakes area, 9 homes in central West Richland, 4 custom homes in the Meadow Springs / Willow Brook area, a ~5,600 SF custom home in Yakima, several 6,000+ SF homes in Connecticut, plus a variety of renovations, remodels, commercial pole building constructions, etc. Ken has owned and operated a number of rental properties over the past 20 years.

Current projects include new single family residential construction in both West Richland and Benton City, and construction of a ten-unit apartment building in Richland that is anticipated to be affordable units.

Proposed Project

This proposal is to construct a **single-family home** at 350 Thayer for the purpose of establishing a **long-term, affordable rental residence**.

Why Affordable Housing?

A confluence of issues is driving up housing prices in the Tri-Cities, including Richland: strong job growth from employers such as PNNL, Amazon, Reser's, and Darigold; rising prices for raw materials such as lumber; and supply chain scarcity driven by the COVID-19 pandemic.

The rise in housing costs is pricing many first-time homebuyers out of the market. In Benton County in 2021, the average listing price was \$560,000, up 23% from 2020. Homes spent a median of only 9 days on the market. For the entire Tri-Cities in 2021, only 39 homes were priced below \$250,000.

Rent prices have been increasing at proportionally historic rates, and area rental housing vacancy rates are at or near historic lows.

While new developments will hopefully ease the current supply crunch over the coming decade, the majority of new single family and multifamily developments are targeting prices and rents at market rate or higher.

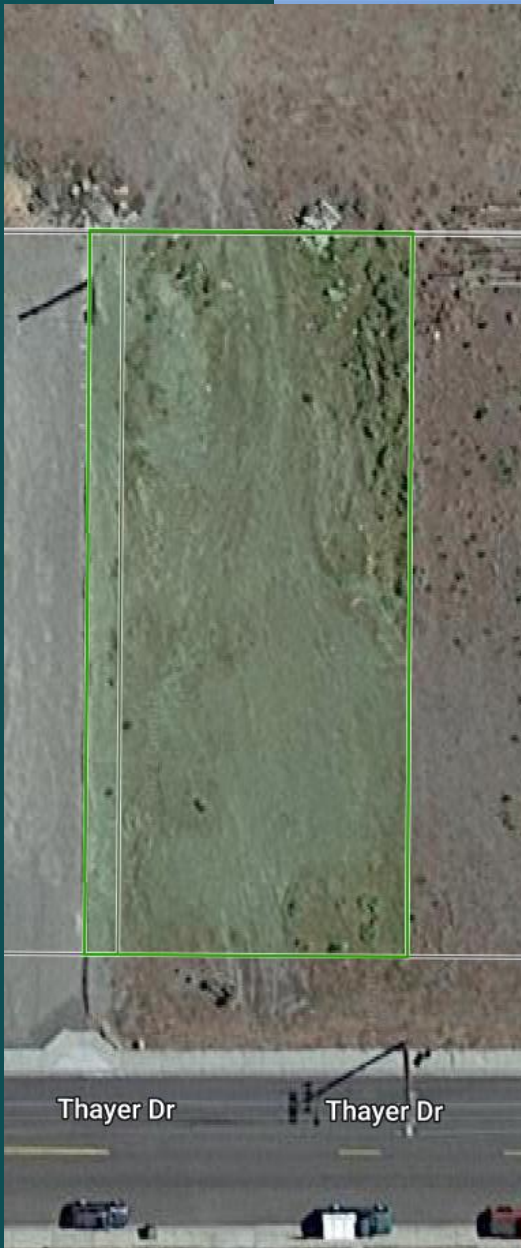
350 Thayer represents a rare infill opportunity to convert a vacant lot into a single-family residence for the express purpose of providing an extremely low-income family with a detached home of their own at a truly affordable rental rate.

One single home by itself will not alleviate Richland's need for additional "missing middle" affordable housing, but **this is a visible, tangible opportunity to change the life of one Richland family at a time for the better.**

Draft Site Plan, Floor Plan

While detailed drawings have not yet been created for the proposed single-family residence at 350 Thayer, the proposer expects to develop a residence that has 3-4 bedrooms, 2 bathrooms, with a total livable floor space between 1,200 and 1,500 square feet.

The residence will mesh seamlessly with the surrounding fabric of built residential environment.



Proposal Offer

The proposer believes that the current market value of 350 Thayer is between \$100,000 and \$110,000.

Rather than offering to purchase 350 Thayer for its retail value, the proposer would like the City to consider exchanging a portion of the purchase price and City permit fees as a subsidy for keeping the home affordable to extremely low-income renters for a period of time.

The proposer is offering a sliding scale purchase price/permit fee subsidy based on the following.

Market Rent for 350 Thayer

Rental data for 3-bedroom, 2-bathroom homes for the past 12 months in a 3.00-mile radius of the 350 Thayer site in Richland indicate that lowest 25th percentile homes rent for around \$1,650. Upper 75th percentile homes rent for close to \$3,000. The average rental rate is slightly over \$2,300.

While a brand-new residence would likely rent closer to the upper 75th percentile range, the proposer would like to adopt the average rental rate of \$2,300 per month as a conservative, good faith estimate of market rental income.

For Richland utilities for a 3-bedroom, 2-bathroom home, the proposer is assuming a conservative \$250 per month.

In total, the proposer finds **\$2,550 per month** to be a conservative (erring towards low) market rental rate for a 3-bedroom, 2-bathroom home at 350 Thayer.

Affordable Rent for 350 Thayer

Benton County families earning less than 30% of the Area Median Income (AMI) are considered to be “extremely low-income households.” For a Richland household of four in 2022, being extremely low-income means that the household earns less than \$27,750 per year.

The U.S. Department of Housing and Urban Development (HUD) states that families who spend more than 30% of their gross monthly income on housing costs (e.g., rent and utilities) are “rent overburdened.” In order for a rental to be affordable by HUD’s definition, the rent and utilities need to cost less than 30% of a household’s monthly income.

For an extremely low-income Richland household of four, this affordability threshold means that the household cannot pay more than \$8,325 in housing costs per year, or **\$694 per month**.

Sliding Scale Offer

The difference between the monthly market rent for a 3-bedroom, 2-bathroom home at 350 Thayer and an affordable monthly rental rate for an extremely low-income household of four is \$1,856 per month (\$2,550 - \$694), or \$22,272 per year.

The proposer's higher-end valuation of the land is \$110,000. In case this valuation is too low, the proposer is using a more generous valuation of \$120,000. Adding \$10,000 worth of permit fee credit, the proposer suggests that the City of Richland can deduct up to \$130,000 worth of purchase price and permit fees in exchange for subsidizing an extremely low-income household of four or more at a rate of \$22,272 per year.

For example, a full deduction of \$130,000 (sales price = \$0 plus \$10,000 permit fee credit) would subsidize 5.84 years of affordable housing for an extremely low-income household of four or more.

A deduction of \$50,000 (sales price = \$70,000 plus \$10,000 permit fee credit) would subsidize 2.69 years of affordable housing for an extremely low-income household of four or more.

Based on these calculations, the proposer is offering to purchase 350 Thayer for any of the following price points (Options 1-5), with durations rounded to the nearest half-year:

Land Value	\$120,000
Permit Fee Waiver	\$ 10,000
Total Value	\$130,000

Option #	1	2	3	4	5
350 Thayer Sale Price	\$ -	\$ 10,000	\$ 20,000	\$ 30,000	\$ 40,000
Total Subsidy	\$130,000	\$ 120,000	\$ 110,000	\$100,000	\$ 90,000
Years Subsidized	6	5.5	5	4.5	4

Additional Considerations

Long-Term Plan

The proposer intends to maintain 350 Thayer as a long-term affordable rental property for the foreseeable future. Once the City's period of subsidy has elapsed, the proposer intends to keep operating 350 Thayer as a rental home to benefit Richland families most in need.

Why Extremely Low Income?

The proposer has considered that the proposal could have broadened the income threshold to include those families that are very low-income (at or below 50% AMI) or simply low-income (at or below 80% AMI). Mathematically this would have had the effect of lowering the difference between the market and affordable rates for 350 Thayer, in turn allowing for more years of subsidy per dollar subsidized. However, the proposer's philosophy is that if we are going to the trouble of building an affordable home for a family in need, let's attempt to make the biggest impact possible by helping a family most critically in need.

How Will a Tenant Family Be Chosen?

Extremely low-income tenant families will in no case have an existing personal relationship with the proposer (i.e., friends or family members). There are several reputable organizations within the Tri-Cities which assist, and manage cases for, extremely low-income families. The proposer's intention is to partner with one of these organizations to find suitable tenants. Failing that, the proposer plans to market the 350 Thayer home online and screen tenants using an industry-standard software system based on self-reported income.

City's Obligation

The proposer recognizes that the City is under no additional obligation beyond the purchase and sale of 350 Thayer to provide any additional support or help or subsidy on an ongoing basis.

Contingency Planning

If the City accepts this proposal, the proposer will be obligated to maintain 350 Thayer as a rental home for extremely low-income families for the period of years corresponding to the option number agreed to.

However, the proposer may encounter extenuating circumstances. The proposer suggests the following:

- If the proposer is found during the period of subsidy to not be renting to an extremely low-income household, the proposer will reimburse the City the balance of the subsidy, including the waived permit fee.
- The proposer shall not be allowed to sell or transfer the 350 Thayer property during the period of subsidy unless such a sale or transfer is approved by the City.
- A subsidy on the sales price of 350 Thayer does not preclude the proposer from seeking other avenues of funding or subsidy to maintain 350 Thayer as affordable housing.
- While the proposer intends to maintain 350 Thayer as an affordable rental for extremely low-income households in perpetuity, the contractual obligation to the City to maintain it as such will end with the subsidy period.

Additional Financing

The remainder of the development costs associated with building an affordable rental home at 350 Thayer will be provided through some combination of private equity financing and debt financing.

Proposal Requirements

While most of the required elements for a responsive proposal have been included throughout this document, they are stated succinctly here for the reader.

Brief description of the intended development and long-term use including such details as; size and type of structure, number of rooms, off street parking, etc.

Intended development: a long-term, affordable single-family residence serving extremely low-income households.

Long-term use: maintained as a long-term, affordable single-family residence serving extremely low-income households.

Size: estimated at 1,500 square feet.

Number of rooms: at least 3-bedroom, 2-bathroom, plus kitchen, dining room, living room.

Off street parking: planning on a garage for covered off street parking spaces.

The future ownership intent for the property such as sale or lease.

No plans for future sale; lease only to extremely low-income households. The intention is to maintain the property as a long-term, affordable single-family residence serving extremely low-income households indefinitely.

Development timeline.

Permits approved within 8 months of signed purchase and sale agreement. Construction commenced within 12 months of signed purchase and sale agreement. Construction completed and ready for tenants within 18 months of signed purchase and sale agreement.

The proposer hopes the above durations will be significantly shortened, pending no major delays from supply chain or labor shortages.

The financial offer for the property.

It is important to note that the proposer is submitting what they find to be a fair exchange of value to work together with the City to offer a valuable service to the community. If the City agrees with the concept presented but cannot agree with specific terms of the five options presented, please contact the proposer for further negotiations.

Option 1: \$0 sale price + \$10,000 permit fee credit to the proposer in exchange for a commitment of 6 years to maintain 350 Thayer as an affordable rental home for extremely low-income Richland households.

Option 2: \$10,000 sale price + \$10,000 permit fee credit to the proposer in exchange for a commitment of 5.5 years to maintain 350 Thayer as an affordable rental for extremely low-income Richland households.

Option 3: \$20,000 sale price + \$10,000 permit fee credit to the proposer in exchange for a commitment of 5 years to maintain 350 Thayer as an affordable rental home for extremely low-income Richland households.

Option 4: \$30,000 sale price + \$10,000 permit fee credit to the proposer in exchange for a commitment of 4.5 years to maintain 350 Thayer as an affordable rental home for extremely low-income Richland households.

Option 5: \$40,000 sale price + \$10,000 permit fee credit to the proposer in exchange for a commitment of 4 years to maintain 350 Thayer as an affordable rental home for extremely low-income Richland households.

Final Message from the Proposer

Thank you to the City staff for taking the time to read this proposal. I can appreciate the judiciousness and thoughtfulness that goes into evaluating proposals for the remainder of Richland's City-owned properties.

Most people can probably agree that Richland needs more affordable housing options. What many people could probably disagree on is how that affordable housing should be created and where it should be located.

I am really excited by the prospect of developing 350 Thayer into a beautiful, comfortable, modern home to support struggling Richland families as they improve their financial well-being and eventually can no longer be considered extremely low-income. I truly believe that this proposal represents a highest and best use for an R-1-12 residential infill lot that has sat dormant and unused for decades in one of Richland's original neighborhoods.

I also believe that this is a good opportunity for the City of Richland. This proposal might not put a massive dent into the systemic lack of affordable housing options. But it can be a significant way for the City to signal that it understands and cares what a significant issue that affordable housing has become. And with 350 Thayer the City can play an important role in making life better for extremely low-income Richland families for years to come by only forgoing the income from the sale of a single residential lot.

Please let me know if you have further questions. I hope that we can work together to make life better for one Richland family at a time.

Green Plan Construction, LLC

101 N Morain St Ste 100

Kennewick WA 99336

P: 509.735.6667 F: 509.735.6697



Letter of Intent to Purchase Real Property

June 13, 2022

Description of Property:

Address: 350 Thayer Drive, Richland WA

Parcel #: 115981020400006

Attention; Darin Arrasmith, Planner/Economic Development

Green Plan Construction, LLC (GPC) intends to compete for the purchase the above property. Our company is a local development and residential building company with over 20 years of local experience. GPC is owned and operated by a local Richland native, Stan Nuxall jr. Our main type of home we offer is attached housing/zero lot line townhomes. We have completed several of these types of subdivisions and recently finished the DellaCort Community in Richland on Columbia Point. Our team enjoyed working with City Staff on that build and plans to continue that relationship through this new opportunity with the City.

Our intent for this parcel is to offer a product line similar to Midtown TownHomes that we recently completed in Kennewick. The community consisted of 30 townhomes offering the great room concept on the main level including a ½ bath. The upper level contains 3 bedrooms and 2 full baths. Each home has a garage, off-street parking and enclosed private space in the rear. The aim of Midtown was to offer an affordable option for new construction in the marketplace. The community was a great success and the pricing brought us first time homeowners, young families and others looking for affordable options in the market. We feel this product line would be a good fit with the existing neighborhood and provide Richland with affordable new construction housing options; similar to what we accomplished in Kennewick. We understand the density is significantly less, however, the floorplan and concept are an appropriate fit for the area.

The subject property location is also unique. It offers a walkable lifestyle allowing the occupants to take advantage of local shopping, schools and recreational opportunities all within walking distance to the location. This is something we take into consideration when selecting locations to build.

Green Plan Construction, LLC

101 N Morain St Ste 100

Kennewick WA 99336

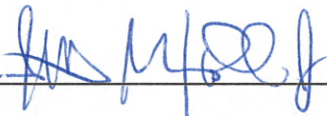
P: 509.735.6667 F: 509.735.6697



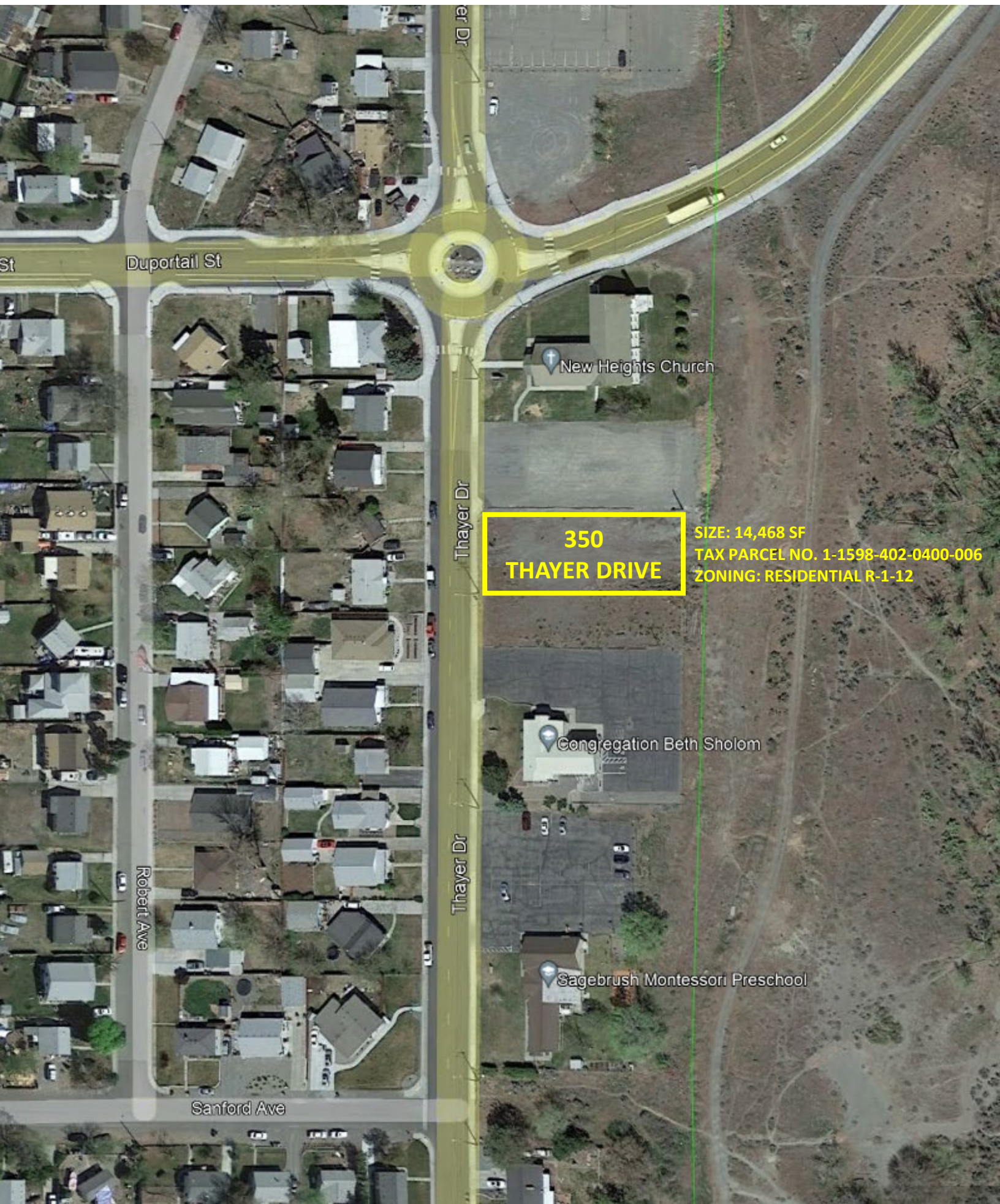
Our intent is to submit for a zone change to allow attached housing to accommodate our product. The finished homes would be sold into the open marketplace. We can start immediately, however, our team has also considered delaying construction in an effort to complete the community under lower construction costs further allowing us to "hold down" pricing to the consumer. Delaying construction would be dictated by the purchase price and the overall holding costs associated with the delayed construction.

Green Plan Construction, LLC is prepared to pay a fair market price. Our offer would be subject to a zone change to accommodate the above townhome concept. Please accept this as our formal offer to open negotiations with the city on this parcel.

Respectfully Submitted;

Builder/Developer  Date 6/13/22

Green Plan Construction, LLC, by Stan Nuxall jr. Owner/Operator



**350
THAYER DRIVE**

SIZE: 14,468 SF
TAX PARCEL NO. 1-1598-402-0400-006
ZONING: RESIDENTIAL R-1-12



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-122, Authorizing a Grant Application to the Washington State Department of Commerce for an Industrial Site Readiness Grant

Department/Office
Development Services

Ordinance/Resolution Number:
2022-122

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-22, authorizing submission of a grant application to the Washington State Department of Commerce for an Industrial Site Readiness grant.

Summary:

The City of Richland and the Port of Benton own 1,341 acres of industrial property in the North Horn Rapids Industrial Park. The City and the Tri-City Development Council (TRIDEC) have received several requests for information from potential industrial users looking for heavy industrial/manufacturing sites larger than 100 acres in size, but the property is in need of planning and infrastructure development.

The Washington State Legislature set aside \$2,500,000 for improvement of sites that can broaden the state's manufacturing base. The Department of Commerce will award between \$200,000 to \$500,000 per grant recipient based on a one-time grant opportunity for industrial site readiness to address specific site development needs faced by local governments. The number of awards depends on the number of qualified candidates and the level of funding requested. The purpose of this funding is to provide pre-development planning grants for public entities to develop large manufacturing sites. Eligible costs include, but are not limited to, engineering studies, permitting, SEPA-related activities, traffic studies, and business attraction planning.

Grant applications will be accepted through October 14, 2022, with awards being announced in early November. If awarded, all grant funds must be expended by June 30, 2023. Funds must be claimed on a reimbursement basis and must be submitted quarterly. No match is required.

Staff recommends adoption of Resolution No. 2022-122.

Fiscal Impact: None.

Attachments:

- I. Resolution No. 2022-122

RESOLUTION NO. 2022-122

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO
THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR
AN INDUSTRIAL SITE READINESS GRANT.**

WHEREAS, the Washington State Department of Commerce funds an Industrial Site Readiness grant; and

WHEREAS, the purpose of the Industrial Site Readiness grant is to boost economic growth by assisting with site due diligence, environmental assessments, geotechnical analysis or other site readiness services, which will strengthen Washington State's ability to attract new investment; and

WHEREAS, development of the North Horn Rapids Industrial Park will benefit from pre-development planning that falls within the scope of the Department of Commerce's Industrial Site Readiness grant program; and

WHEREAS, the City's best interests are served by obtaining Industrial Site Readiness grant funds to support economic growth in north Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Washington State Department of Commerce Industrial Site Readiness grant program.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 4 - Manage our Natural Resources

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2022-124, Authorizing a Purchase and Sale Agreement with Friends of Badger Mountain

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2022-124

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-124, authorizing the City Manager to sign and execute a purchase and sale agreement with Friends of Badger Mountain to purchase approximately 6 acres for \$250,000.

Summary:

For many years, the City has been working with the Friends of Badger Mountain (FOBM) to develop a new, linear park system on Little Badger Mountain. Tonight's action would authorize the acquisition of approximately 6 acres to contribute to the future park. The item is included in Richland's current Strategic Leadership Plan and the adopted 2022 Budget.

The City has engaged a qualified consultant to develop a long-range plan for the assembled properties.

Staff recommends adoption of Resolution No. 2022-124.

Fiscal Impact: The purchase of property from FOBM will cost \$250,000. Adequate funds are budgeted in the existing Little Badger Mountain CIP item.

Attachments:

1. Resolution No. 2022-124
2. Purchase and Sale Agreement with Friends of Badger Mountain

RESOLUTION NO. 2022-124

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH
FRIENDS OF BADGER MOUNTAIN TO PURCHASE 101
QUEENSGATE DRIVE FOR THE FUTURE LITTLE BADGER
MOUNTAIN PARK.**

WHEREAS, the City and supporters, including the Friends of Badger Mountain, are in the process of assembling properties and public access agreements for the future Little Badger Mountain Park; and

WHEREAS, the City is under agreement with Mike Terrell Landscape Architects to complete a planning study for the future Little Badger Mountain Park; and

WHEREAS, Friends of Badger Mountain, a Washington non-profit corporation, owns a parcel of property addressed as 101 Queensgate Drive located at the northeast and southeast corners of the future intersection of Gage Boulevard and Queensgate Drive; and

WHEREAS, the subject property is needed for the future Little Badger Mountain Park; and

WHEREAS, the City's best interests are served by acquiring the property from Friends of Badger Mountain to contribute to the future Little Badger Mountain Park; and

WHEREAS, the funds necessary to acquire the property are available and will be paid by Little Badger Mountain Park project funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement in the amount of \$250,000 and all other documents necessary to purchase the herein described property from Friends of Badger Mountain in support of the Little Badger Mountain Park project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 101 Queensgate Drive, Richland, WA 99352

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **FRIENDS OF BADGER MOUNTAIN**, a Washington non-profit corporation (“Seller”), and **CITY OF RICHLAND** a Washington municipal corporation (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.2 herein.

PREFACE:

In addition to the purchase and sale of the Property (as later defined), to preface this Agreement, Seller and Buyer are working together to establish a new City of Richland park for preservation of native shrub-steppe habitat and public trails providing public access to the summit of Little Badger Mountain. In addition, and in partial consideration hereof, Seller agrees to convey the Property below described, however only with certain development and use restrictions on the Property that is the subject of this Agreement, all as set forth below. In addition, after closing and transfer of the Property to the City of Richland, Seller shall have satisfied the requirement of Hotel/Motel Tax Funding Agreement Contract No. 181-21 (approximate six (6) acres of land to be transferred to the City of Richland is a portion of the land legally described in **Exhibit A**). Seller requests that closing occur for this Agreement prior to November 30, 2022 to allow Seller to submit the appropriate documentation to the City of Richland prior to December 31, 2022 expiration of the Hotel/Motel Tax Funding Agreement Contract No. 181-21.

AGREEMENT:

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 101 Queensgate Drive, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”) subject to the Deed and Use Restrictions described in **Exhibit B** and Seller represents that it is aware of the binding Deed and Use Restrictions placed on the Property in the granting deed to Seller recorded under Benton County Auditor’s File No. 2022-013888. Further, the legal description outlined in **Exhibit A** may be revised for accuracy by the Title Company prior to closing with Purchaser’s review and approval.

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed With Deed and Use Restrictions (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. Purchase Price. The total purchase price for the Property shall be **Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00)** (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow

account with Chicago Title Company of Washington (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of **Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)** within five (5) business days of the Effective Date (as defined in Section 3.2 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to

which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner's ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly

restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement. Seller agrees that Purchaser's enrollment in a self-insured municipal risk pool with limits of not less than those identified herein satisfy the requirements of this Section 5.1.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period, but not later than November 30, 2022. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Property in violation of any applicable law prior to or during the period in which the Seller has owned the Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

(f) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(g) Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

(h) Seller is a Washington non-profit corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser’s Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington. Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser’s knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (“OFAC”).

(c) Purchaser represents that it has sufficient funds to close this transaction.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller’s interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as

provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. Omitted.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller:

Robert B. Bass, President
P.O. Box 24
Richland, WA 99352
Phone: (509) 531-3835
Email: Rbbass2@gmail.com

With a copy to:
Michael A. Froehlich, Esq.
Miller, Mertens & Comfort, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336
Email: mfroehlich@mmclegal.net

If to Purchaser: City of Richland
Attn: Parks & Public Facilities Dept.
625 Swift Blvd., MS-13
Richland, Washington 99352
Phone: (509) 942-7578

With a copy to:
Richland City Attorney
625 Swift Blvd., MS-07
Richland, WA 99352
hkintzley@ci.richland.wa.us

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

**FRIENDS OF BADGER MOUNTAIN –
SELLER**

CITY OF RICHLAND – PURCHASER

By: Robert B. Bass, President
Its: Authorized Agent

By: Jon Amundson, ICMA-CM
Its: City Manager

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

That portion of the Northwest Quarter of Section 34, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington lying Easterly of Queensgate Drive, as described in deeds recorded under Auditor's File Nos. 2018-17827, 2018-17828 and 2018-17829 and lying Northerly of the Northerly boundary of the Plat of Westcliffe Heights II, according to the survey thereof recorded in Volume 15 of Plats, Page 608, Records of Benton County, Washington.

Also Known as New Parcel III of Record Survey recorded June 29, 2021 under Auditor's File No. 2021-30634.

Exhibit B
Deed Restrictions

Seller shall convey through warranty deed approximately twenty-one (21) acres of the acquired real property to the City of Richland to be held as natural open-space and to contain a portion of the future Gage Boulevard road extension. Approximate six (6) acres of said Property is to satisfy the terms and conditions of Hotel/Motel Tax Funding Agreement Contract No. 181-21 with the transfer of said Property to the City of Richland.

The warranty deed shall contain the following Deed and Use Restrictions language, or similar language approved by both parties:

Use of the property conveyed hereby is limited to construction and dedication of an arterial street including utilities (Gage Boulevard), as well as a natural open-space preserve and non-motorized recreation (e.g. hiking, mountain biking, trail running, walking, and other similar uses) by the public; provided, however, such restriction shall not be interpreted to prevent other uses necessary to support and facilitate natural open-space preserve and non-motorized recreation, including, but not limited to construction and maintenance of trails, trail features, and amenities for non-motorized public recreation identified through the public park master planning process for the Little Badger Mountain Preserve (e.g., basalt benches, sun shelter, kiosks, or basalt donor monuments, public parking, restrooms, playground equipment and other similar structures) using motorized equipment as necessary for such construction and maintenance.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-125, Authorizing an Interlocal Agreement with the Port of Benton for Railroad Maintenance

Department/Office

Public Works

Ordinance/Resolution Number:

2022-125

Document Type:

Resolution

Recommended Motion:

Approve Resolution No. 2022-125, Authorizing an Interlocal Agreement with the Port of Benton for Railroad Maintenance

Summary:

Chapter 39.34 RCW authorizes local government units to make the most efficient use of their powers through cooperation, and provides a legal framework for interlocal agreements between jurisdictions based on mutual advantage.

The City of Richland and the Port of Benton each own and maintain railroad track assets. In recent years, the City and the Port have entered into interlocal agreements to support specific projects related to railroad maintenance. Staff for each agency believe that a long-term on-going partnership for rail system management is advantageous to both agencies, and will provide a more efficient means by which shared projects can be developed and executed.

If approved, the proposed interlocal agreement will allow both the City and the Port to benefit through sharing of processes and resources to fulfill their obligations regarding railroad maintenance. Under the terms of the proposed agreement, each agency will remain responsible for the cost of work applied to its assets.

Staff recommends approval of Resolution No. 2022-125.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 2022-125
2. Draft Interlocal Agreement with Port of Benton - Railroad Maintenance

RESOLUTION NO. 2022-125

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
PORT OF BENTON FOR RAILROAD MAINTENANCE**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City and the Port of Benton each own and maintain railroad track assets, and have individual maintenance obligations associated with such ownership; and

WHEREAS, the City and the Port of Benton will benefit through sharing of processes and resources to fulfill their independent obligations regarding railroad maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Port of Benton for shared railroad maintenance activities as provided therein.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:

Richland City Clerk
625 Swift Boulevard, MS-07
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF RICHLAND AND THE PORT OF BENTON
Re: Railroad Maintenance

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this _____ day of _____, 2022 (the “Effective Date”), by and between the **City of Richland**, a Washington municipal corporation, (hereafter “Richland” or “City”), and the **Port of Benton**, a political subdivision of the state of Washington (hereafter “the Port”). Richland and the Port are also herein referred to individually as a “Jurisdiction” and collectively as “the Jurisdictions.”

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City and the Port own and maintain railroad track and at-grade crossing systems; and

WHEREAS, the Port’s railroad system is larger than the City’s railroad system; and

WHEREAS, both agencies occasionally issue contracts to accomplish necessary railroad maintenance and repairs; and

WHEREAS, the City employs staff qualified to conduct railroad maintenance work; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined that railroad maintenance work may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is intended to: 1) enable the City and Port to combine railroad maintenance work into combined projects when Port or City staff determine this approach to be in each Jurisdiction's best interest; and 2) enable dispatching of the City's qualified railroad maintenance staff to accomplish limited short-duration railroad maintenance and repair work on the Port's track facilities.

Section 2. Administration: The Richland City Manager or designee and the Port Executive Director or designee will administer this Agreement on behalf of each Party, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: For each project, one jurisdiction shall be designated as the lead agency and assume the role of issuing a contract for the work consistent with the lead agency's procurement processes or performing work with its own labor force and equipment. Generally, the lead agency will be the agency in which the larger amount of work is being completed, but particular instances may arise due to timeliness, expertise, emergency availability, etc. in which the lead agency is the agency in which a smaller or nonexistent amount of work is being completed. In these instances, approval by both the City Manager and Port Executive Director will be required.

The other jurisdiction shall be designated the "participating jurisdiction." Each party shall be responsible for fully funding the work performed on its own facilities. In addition, the participating jurisdiction shall pay reasonable costs for project development and construction management when those functions are performed by the lead agency. Reasonable project development and construction management costs shall be based on documented actual costs or estimates based on similar projects conducted by the lead agency.

Section 4. Development and Bid Award Requirements: Each Jurisdiction hereby commits to the following with respect to work to be completed by contract:

- a. At least ninety (90) calendar days before advertising for bids for a railroad maintenance project, the jurisdiction issuing the project will notify the other agency to offer participation in the project.
- b. The participating agency shall notify the lead agency no later than forty-five (45) calendar days after the lead agency notification of its intention to participate.
- c. The participating agency shall identify its proposed scope of work and funding capacity no later than sixty (60) calendar days after the lead agency's notification.
- d. The lead agency shall include the participating agency's scope of work in its bid documents. The participating agency's scope of work may be presented as a bid alternate to preserve the jurisdiction's decision-making flexibility with regard to executing the work.
- e. The lead agency shall share the bid results with the participating agency within two (2) business days of the bid opening.
- f. Based on review of the bid results, the participating agency shall, within two (2) business days, provide written correspondence directing the lead agency to either award the contract to include their scope of work, or to exclude their scope of work from the contract award. Written direction to award the participating agency's scope of work shall constitute a firm commitment to pay the lead agency for all associated costs for the participating agency's work.
- g. The lead agency shall issue regular invoices and supporting documentation to the participating agency, but no more frequently than once per month.
- h. The participating agency shall promptly pay invoices for its scope of work and supporting project development and construction management costs.
- i. The lead agency shall notify the participating agency of significant project meetings, such as pre-construction meetings and any meetings to negotiate significant project changes involving the participating agency's scope of work.
- j. The lead agency shall notify the participating agency when the participating agency's scope of work is complete to enable a final inspection by the participating agency.
- k. The participating agency shall notify the lead agency of its acceptance of the work or of any required corrections to the work within ten (10) business days of the lead agency's notification.
- l. The jurisdictions shall cooperate to achieve successful resolution of any deficiencies identified in the work. In the event of a dispute about the compliance of the work with the contract terms, the lead agency shall retain full authority to administer the close out process of its contract.

Section 5. Additional Provisions Regarding Work Performed by the City of Richland. Each jurisdiction hereby commits to the following with respect to work completed by City of Richland staff and equipment:

- a. Upon receiving a request from the Port for City services, the City Public Works Department will determine its availability after considering the potential impact to City needs. If the City determines that its staff and equipment can support the Port's requested work, the City will notify the Port of that determination within thirty (30) calendar days.
- b. The Port shall be responsible for planning, scheduling, and provision of necessary site safety and logistical support needed by the City's staff.
- c. The City will prepare an invoice for the work performed using its standard labor, equipment and overhead rates.
- d. The Port shall pay the City's invoice in a timely manner.

Section 6. Temporary Immediate Response for Emergency Work or Minor Repairs:

For work that is considered minor (e.g. not "capital" work projects), or emergent, the Port may contact the City for immediate repair work on rail issues of any nature. In an instance of minor or emergency work, the City will determine its ability to meet the Port's needs based on staff availability and expertise. The City's determination of its staff's availability and suitability for the requested work shall be at its sole discretion. If the City determines its staff is both available and suitable, the City will complete the requested work and thereafter prepare an invoice for the work that was performed using its standard labor, equipment and overhead rates. The Port shall pay the City's invoice in a timely manner.

Section 7. Modification: Amendments to this Agreement must be in writing and executed by the duly authorized representative for each Jurisdiction. Said amendments may be executed by the Richland City Manager and Port of Benton Executive Director without further legislative body action.

Section 8. Term of Agreement and Termination:

- a. The term of this Agreement, commencing on the Effective Date, shall become effective on full execution hereof, and upon posting on at least one Jurisdiction's website as provided in RCW 39.34.040. Either Jurisdiction may choose to record this Agreement at its own expense, but recordation is not required.
- b. This Agreement may be terminated upon thirty (30) calendar days' written notice of either party. Termination of this Agreement shall not void or alleviate the terminating party's obligations for work in progress or under executed contract at the time notice of termination is given.

Section 9. Disclaimer/No Liability

Neither party shall be liable to the other for the quality or timeliness of work performed by any contractor procured under this Agreement.

Section 10. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement, and shall be maintained thereafter in accordance with

the retention schedule established by the State of Washington for municipal records.

Section 11. No Separate Legal Entity: By this Agreement, the Jurisdictions do not intend to form a separate legal entity to conduct the cooperative undertaking. Further, no acquiring, holding or disposing of real or personal property will occur under this Agreement.

Section 12. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 13. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

Section 14. Authority To Execute: Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity for which he or she is signing. The Jurisdictions hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

Section 15. Counterpart Originals: Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Jurisdictions have entered into this Agreement as of the day and year first written above.

CITY OF RICHLAND

PORT OF BENTON

Jon Amundson, City Manager

Diahann Howard, Executive Director

Attest:

Attest:

Jennifer Rogers, City Clerk

By:

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

David Billetdeaux, Port Counsel



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-126, Rejecting All Bids for the Richland Community Center Lobby Remodel Project

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2022-126

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-126, rejecting all bids opened on September 22, 2022 for the Richland Community Center Lobby Remodel Project.

Summary:

The Richland Community Center (RCC), constructed in 2001, is a popular facility for the public and a prominent public-facing asset for the City. The RCC lobby is in need of a remodel due to normal wear and tear. The 2022-2027 Capital Improvement Plan (CIP) includes a project to renovate the RCC lobby, and the City contracted with a designer and an architect to create construction documents for the anticipated improvements.

Bids were solicited in accordance with the City's purchasing policies, with (2) bids received and opened on September 22, 2022. The lowest responsible bid totaled \$434,800, which exceeds the engineer's estimate and project budget by a substantial amount.

Based on the results of the solicitation effort, staff recommends re-scoping and re-bidding the project to obtain a more favorable cost proposal.

Staff recommends adoption of Resolution No. 2022-126.

Fiscal Impact: None. The project will be rebid after scope is reviewed.

Attachments:

- I. Resolution No. 2022-126

RESOLUTION NO. 2022-126

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
REJECTING ALL BIDS FOR THE RICHLAND COMMUNITY
CENTER LOBBY REMODEL PROJECT.**

WHEREAS, the Richland Community Center (RCC), constructed in 2001, is a popular facility for the public and a prominent public-facing asset for the City; and

WHEREAS, the RCC lobby is in need of a remodel due to normal wear and tear; and

WHEREAS, the City of Richland contracted a designer and architect to create construction documents for the anticipated improvements; and

WHEREAS, all project development and design work required to advance the project to construction has been completed; and

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with (2) bids received and opened on September 22, 2022; and

WHEREAS, the lowest responsible bid totaled \$434,800, which exceeds the engineer's estimate and project budget by a substantial amount; and

WHEREAS, analysis of the bids received suggests that a restructured bid package based on refined scope will likely produce more favorable bid participation and results; and

WHEREAS, the City's best interests are served by rejecting the bids received and reevaluating the project scope and bidding approach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that all bids for the Richland Community Center Lobby Remodel are hereby rejected in favor of another bid solicitation after a comprehensive evaluation of the Project's scope, design and budget has been completed.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/4/2022

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-123, Approving the Sale of Surplus Property and Equipment

Department/Office

Administrative Services Department

Ordinance/Resolution Number:

2022-123

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-123, declaring the items in Exhibit A as surplus to the City's needs, and authorizing staff to dispose of the vehicles, equipment and items in a manner most advantageous to the City.

Summary:

From time to time, as City equipment, vehicles and other personal property reach the end of their useful life, the property is removed from service and disposed of according to Chapter 3.08 of the Richland Municipal Code (RMC). RMC 3.08 requires Council approval for the sale or disposal of items purchased for use in a utility or having an estimated salvage value of over \$5,000.

The listed equipment and items in Exhibit A to Resolution No. 2022-123 are no longer of value to the City and are ready for sale or disposal. The resolution authorizes staff to dispose of each item in a manner that is most advantageous to the City.

Staff recommends approval of Resolution No. 2022-123.

Fiscal Impact:

Proceeds from the sale of the surplus items will be deposited into the appropriate fund from which the equipment originated.

Attachments:

- I. Resolution No. 2022-123

RESOLUTION NO. 2022-123

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS
TO THE CITY'S NEEDS.**

WHEREAS, the Richland City Council, as the legislative authority of the City of Richland, has determined that certain vehicles and equipment are surplus to the City's needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland as follows:

Section 1. The City Council finds and declares that certain vehicles and equipment, as listed on **Exhibit A**, attached hereto, are no longer needed for municipal purposes and are therefore surplus to the City's needs.

Section 2. Staff is hereby authorized to sell or dispose of said equipment on behalf of the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of October, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CITY ID NO.	YEAR / ID #	QTY	EST. VALUE (EACH)	DEPT/DIVISION	ITEM DESCRIPTION
2303	1999	1	\$2,500.00	PW- SOLID WASTE COLLECTION	1999 CHEVY K2500 FLATBED
2350	2003	1	\$250.00	PW-SEWER MAINTENANCE	2003 CHEVY S10 PICKUP
2388	2009	1	\$5,000.00	DEVELOPMENT SERV-PLANNING	2009 CHEVY TRAVERSE AWD
2394	2010	1	\$5,000.00	PARKS & PUBLIC FACILITIES	2010 CHEVY 2500 PICKUP
2398	2011	1	\$8,000.00	PARKS & PUBLIC FACILITIES	2011 FORD F350 SERVICE BODY
2438	2015	1	\$10,000.00	DEVELOPMENT SERV-PLANNING	2015 CHEVY 1500 PICKUP
3252	2004	1	\$15,000.00	ENERGY SERVICES- POWER OPS	2004 STERLING TEREX MANLIFT TRUCK
3265	2005	1	\$15,000.00	ENERGY SERVICES- TECH SERVICES	2005 FORD F550 W/ VERSALIFT MANLIFT
3279	2007	1	\$15,000.00	PW-WATER MAINTENANCE	2007 STERLING DUMP TRUCK
3280	2007	1	\$15,000.00	PW- SOLID WASTE COLLECTION	2007 STERLING REAR LOADER REFUSE TRUCK
3291	2008	1	\$15,000.00	PW-STORMWATER	2008 STERLING CAMEL SEWER VAC TRUCK
3297	2008	1	\$15,000.00	PARKS & PUBLIC FACILITIES	2008 CHEVY HOOKLIFT CHIPPER TRUCK
3298	2009	1	\$10,000.00	PW-SEWER OPERATIONS	2009 CHEVY C3500 BOX VAN
3299	2009	1	\$8,000.00	PW-WATER OPERATIONS	2009 CHEVY K3500 PICKUP
3306	2004	1	\$10,000.00	PW-WATER MAINTENANCE	2004 FREIGHTLINER M82
3307	2010	1	\$10,000.00	PW-WATER MAINTENANCE	2010 CHEVY 3500 W/ SERVICE BODY
3315	2005	1	\$15,000.00	PW- SOLID WASTE COLLECTION	2005 PETERBILT 320 FRONTLOAD REFUSE TRK
3332	2014	1	\$8,000.00	PARKS & PUBLIC FACILITIES	2014 PETERBILT REARLOAD REFUSE TRUCK
3336	2017	1	\$15,000.00	PW- SOLID WASTE COLLECTION	2017 PETERBILT 320 ASL REFUSE TRUCK
4082	1982	1	\$1,000.00	ENERGY SERVICES- POWER OPS	1982 TSE CABLE PULLER
6559	2007	1	\$2,500.00	ENERGY SERVICES- POWER OPS	2007 BOBCAT MINI EXCAVATOR
6564	2008	1	\$8,000.00	PARKS & PUBLIC FACILITIES	2008 JACOBSEN AR522 BALLFIELD MOWER
7117	2002	1	\$4,600.00	PARKS & PUBLIC FACILITIES	2022 DEERE 5205 TRACTOR

CITY ID NO.	YEAR / ID #	QTY	EST. VALUE (EACH)	DEPT/DIVISION	ITEM DESCRIPTION
N/A	2020	1	\$500.00	EQUIPMENT MAINTENANCE	TRUCK BLACK LADDER RACK W/ OVERHAND OVER THE CAB (FOR TITAN TRK)
N/A	2020	1	\$500.00	EQUIPMENT MAINTENANCE	WHITE CANOPY FOR 2020 FORD F150 DSU CANOPY
N/A		4	\$500.00	EQUIPMENT MAINTENANCE	TONNEAU COVERS
N/A	2016	1	\$500.00	EQUIPMENT MAINTENANCE	WEATHERGUARD SINGLE DRAWER BOX
N/A		1	\$100.00	EQUIPMENT MAINTENANCE	INDUSTRIAL RED/BLACK SHOP COMPUTER CABINET
N/A		1	\$100.00	EQUIPMENT MAINTENANCE	ENCLOSED SANDBLAST CABINET
N/A	2021	1	\$100.00	EQUIPMENT MAINTENANCE	2021 FORD F-150 TAILGATE
N/A		3	\$100.00	EQUIPMENT MAINTENANCE	SEP SOLVENT/PARTS WASHER
6602		1	\$200.00	PW-SOLID WASTE COLLECTION	SILVER EAGLE TRAILER DOLLY
6578		1	\$200.00	PW-SOLID WASTE COLLECTION	BROCE BOX BLADE SCRAPER
N/A		1	\$100.00	PW-SOLID WASTE COLLECTION	LUCK NOW XLR 4550 MIXER
N/A		1	\$100.00	PW-SOLID WASTE COLLECTION	FAB TEC CONVEYOR 30X15
N/A		1	\$500.00	PW-SOLID WASTE COLLECTION	JOHN DEERE PLOW A-8450
N/A		1	\$500.00	PW-SOLID WASTE COLLECTION	SAYLOR-BEALL COMPRESSOR PL-93020
E-8 IN LIST		154	SCRAP	ENERGY SERVICES-POWER OPS	JUNK TRANSFORMERS
N/A		2	\$5,000.00	ENERGY SERVICES-POWER OPS	N2 NITROGEN GENERATORS
N/A		1	SCRAP	ENERGY SERVICES-POWER OPS	RADIO COMMUNICATION TOWER
N/A		2 BINS	SCRAP	ENERGY SERVICES-POWER OPS	S&C FUSE HOLDERS (USED)
990354		19	\$190.62	ENERGY SERVICES-POWER OPS	FOOTING, PRECAST LAMP BASE
990404		2	\$232.27	ENERGY SERVICES-POWER OPS	VAULT COVER V11 V13, GRATE 36X36
990403		17	\$84.00	ENERGY SERVICES-POWER OPS	VAULT COVER, V11 V13, SOLID
N/A		47	SCRAP	ENERGY SERVICES-POWER OPS	TRAFFIC SIGNAL LIGHTS (OLD)

CITY ID NO.	YEAR / ID #	QTY	EST. VALUE (EACH)	DEPT/DIVISION	ITEM DESCRIPTION
N/A		10	SCRAP	ENERGY SERVICES-POWER OPS	INNER-DUCT (PARTIAL REELS)
N/A		7	SCRAP	ENERGY SERVICES-POWER OPS	FIBER OPTIC CABLE (PARTIAL REELS)
11022		92	\$114.03	ENERGY SRV/POWER OPS	METER, FM3S, 240V, CL20, KWH ONLY, CENTRON SINGLE PHASE
N/A		6	SCRAP	ENERGY SRV/POWER OPS	HIGH VOLTAGE INSULATORS
N/A		3	SCRAP	ENERGY SRV/POWER OPS	HIGH VOLTAGE BUSHINGS
N/A		3	SCRAP	ENERGY SRV/POWER OPS	TRENCH SHORING
N/A		1	SCRAP	ENERGY SRV/POWER OPS	OIL TANK
N/A		1	SCRAP	ENERGY SRV/POWER OPS	PEDESTAL SHELL
N/A		2	SCRAP	ENERGY SRV/POWER OPS	DIAMOND BOXES
N/A		2	SCRAP	ENERGY SRV/POWER OPS	BUCKETS
N/A		3	SCRAP	ENERGY SRV/POWER OPS	COMPACTOR FOR BACKHOE
N/A		4	SCRAP	ENERGY SRV/POWER OPS	SIGNAL CROSSING LIGHTS & POLES
N/A		1	SCRAP	ENERGY SRV/POWER OPS	SIGNAL CROSSING POLE
N/A		6	SCRAP	ENERGY SRV/POWER OPS	SUBSTATION BUSHINGS
N/A		1	SCRAP	ENERGY SRV/POWER OPS	STEEL CABLE (PARTIAL REELS)
N/A		2	SCRAP	ENERGY SRV/POWER OPS	TRUCK CABINETS
N/A		1	SCRAP	ENERGY SRV/POWER OPS	TRUCK FRONT BUMPER
N/A		1	SCRAP	ENERGY SRV/POWER OPS	SMALL OIL TANK
N/A		8	SCRAP	ENERGY SRV/POWER OPS	LIGHT FIXTURES