



Agenda
City Council Regular Meeting
Tuesday, April 4, 2023
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. Proclamation of Appreciation to Jeffrey Kissel
 - Mayor Christensen
2. 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 distribution.

3. Declaring Surplus and Relinquishing a Temporary Access and Utility Easement at the Western Terminus of Cortona Way, Resolution No. 2023-56
 - Pete Rogalsky, Public Works Director
4. Declaring Surplus and Relinquishing a Utility Easement Lying Within 557 Stevens Drive, Resolution No. 2023-57
 - Pete Rogalsky, Public Works Director

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:

5. Approval of the following Richland City Council Meeting Minutes:
 - March 21, 2023 City Council Regular Meeting
 - March 24, 2023 City Council Retreat
 - March 28, 2023 City Council Workshop Meeting
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

6. Ordinance No. 2023-06, Providing for the Sale of 2023 Electric Revenue Bonds
 - Clint Whitney, Energy Services Director
7. Amended Ordinance No. 29-21, Approving The Links Residence at Horn Rapids Planned Unit Development
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

8. Ordinance No. 2023-04, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program
 - Brigit Clary, Chief of Police
9. Ordinance No. 2023-05, Amending the 2023 Budget in the General Fund and Fire Station Construction Fund in support of Fire Station No. 76
 - Brandon Allen, Finance Director

Resolutions - Adoption:

10. Resolution No. 2023-43, Authorizing a U.S. Department of Justice Grant Application for the Richland Police Department Resiliency Program
 - Brigit Clary, Chief of Police
11. Resolution No. 2023-44, Authorizing Use of \$441,500 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2023
 - Jon Amundson, City Manager
12. Resolution No. 2023-45, Authorizing a Second Amendment to the Consultant Agreement with Northwest Code Professionals for Plan Review Services
 - Kerwin Jensen, Development Services Director
13. Resolution No. 2023-46, Ratifying a Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing
 - Drew Florence, Assistant City Manager
14. Resolution No. 2023-47, Adopting the Little Badger Mountain Trail Loop Master Plan
 - Laura Hester, Parks & Public Facilities Director
15. Resolution No. 2023-48, Rejecting All Bids for the Wayfinding Signage Phase 2 and 3 Project
 - Laura Hester, Parks & Public Facilities Director
16. Resolution No. 2023-49, Authorizing 2023 Park Partnership Program Grants
 - Laura Hester, Parks & Public Facilities Director
17. Resolution No. 2023-50, Authorizing Award of Bid to Industrial Construction of Washington LLC for the 2023 Americans with Disabilities Act (ADA) Ramps Project
 - Pete Rogalsky, Public Works Director
18. Resolution No. 2023-51, Authorizing Award of Bid to Clearwater Construction and Management, LLC for the Wastewater Treatment Plant Return Activated Sludge (RAS) Pumps Project
 - Pete Rogalsky, Public Works Director
19. Resolution No. 2023-52, Authorizing a Second Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Center Parkway Extension South Project

- Pete Rogalsky, Public Works Director
- 20. Resolution No. 2023-53, Authorizing a Collector Street Latecomer Agreement with Siena Hill Development, LLC for a portion of Bermuda Road
 - Pete Rogalsky, Public Works Director
- 21. Resolution No. 2023-54, Authorizing a Sanitary Sewer Latecomer Agreement with Siena Hills Development, LLC for a Sewer Lift Station and Sewer Force Main
 - Pete Rogalsky, Public Works Director

Items - Approval:

- 22. Appointments to the Code Enforcement Board: Jenna Coddington and Ragan Faylor
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

Items of Business:

- 23. Resolution No. 2023-56, Declaring Surplus and Relinquishing a Temporary Access and Utility Easement at the Western Terminus of Cortona Way
 - Pete Rogalsky, Public Works Director
- 24. Resolution No. 2023-57, Declaring Surplus and Relinquishing a Utility Easement lying within 557 Stevens Drive
 - Pete Rogalsky, Public Works Director

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.



Proclamation

WHEREAS, Dr. Jeffrey Kissel was first appointed to the Richland Arts Commission on April 7, 2015 and served eight (8) years until March 31, 2023; and

WHEREAS, during his tenure, Dr. Kissel faithfully dedicated his time, knowledge, and talents for the benefit of the citizens of Richland, and faithfully executed the duties of Richland Arts Commissioner, including serving as Chair from 2018 - 2022 and Vice Chair in 2023; and

WHEREAS, through his service, Dr. Kissel helped guide the Richland Arts Commission in assisting with the design of numerous projects, including his own artistic and mathematical contributions to designs for the Duportail Bridge project, selection of art and landscaping for roundabouts at Queensgate, the Duportail corridor and Kingsgate at Horn Rapids, advocating for and developing a survey to attain citizen feedback on art, re-branding the now annual S.T.A.R. (Supporting The Arts in Richland) Award, adjudicating the PTA Reflections and Ben Franklin Transit student art competitions, participating in development of the Arts Commissions Annual Work Plan and goals in alignment with the City's Strategic Leadership Plan, and presenting the Arts Commission's annual presentations to City Council with zest and style; and

WHEREAS, as a commissioner, Dr. Kissel was an enthusiastic and knowledgeable advocate who continues to support art, artists and artistic endeavors in Richland.

NOW, THEREFORE, I, Terry Christensen, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to Dr. Jeffrey Kissel the City's appreciation for the services Dr. Kissel rendered during his tenure as a member of the Richland Arts Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 4th day of April, 2023.


Terry Christensen, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Minutes

None.Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the following Richland City Council Meeting Minutes:

- March 21, 2023 City Council Regular Meeting
- March 24, 2023 City Council Retreat
- March 28, 2023 City Council Workshop Meeting

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on March 21, 2023, the City Council Retreat held on March 24, 2023, and the City Council workshop meeting held on March 28, 2023.

Summary:

Draft minutes from the following meetings are presented for the City Council's consideration and approval:

- March 21, 2023 City Council Regular Meeting
- March 24, 2023 City Council Retreat
- March 28, 2023 City Council Workshop Meeting

Fiscal Impact:

None.

Attachments:

1. Draft March 21, 2023 City Council Meeting Minutes
2. Draft March 24, 2023 City Council Retreat Minutes
3. Draft March 28, 2023 City Council Workshop Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, March 21, 2023

Richland City Hall ~ Council

Chambers 625 Swift Boulevard

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

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

Welcome and Roll Call

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

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones (remotely via Zoom), Kent, Lukson, VanDyke and Whitten were present.

Also present were City Manager Amundson, Deputy City Manager Schiessl, 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, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

1. Visit Tri-Cities Annual Presentation

Kevin Lewis, CEO of Visit Tri-Cities, introduced himself, provided a brief overview of his work experience then shared personnel changes within his organization. Mr. Lewis then presented the Visit Tri-Cities 2022 Annual Report and 2023 Work Plan which outlined the Tourism Promotion Area (TPA) project requests. On behalf of the Tri-City Regional Hotel-Motel Commission, Visit Tri-Cities is requesting a transfer of \$441,500 from the TPA Reserve Account to be reinvested in additional tourism marketing projects. Additional information can be found in the PowerPoint presentation included in the agenda packet.

At the conclusion of the presentation, Mr. Lewis responded to a series of questions posed by Council.

Public Hearing

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

2. Amending the 2023 Budget in the General Fund and Fire Station Construction Fund in support of Fire Station No. 76, Ordinance No. 2023-05

Mayor Christensen opened and closed the public hearing at 6:36 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Rob Welch - 1229 Columbia Park Trail, Richland, WA: Mr. Welch, former Richland Mayor and President of the new Richland Chamber of Commerce, announced that he and former City of Richland Mayor Dave Rose relaunched the Richland Chamber of Commerce in September 2022 for the purpose of fostering relationships between local community businesses and the City of Richland.

Mr. Welch announced that the Richland Chamber of Commerce meets on the second Tuesday of each month at noon at the 3 Margaritas restaurant located at 627 Jadwin Avenue. Mr. Welch invited councilmembers to attend the Richland Chamber of Commerce meetings, requested Council consider sponsoring the Richland Chamber of Commerce, and lastly, requested Council designate a council liaison to attend Richland Chamber of Commerce meetings.

- Randy Slovic - 74 Newcomer Street, Richland, WA: Ms. Slovic encouraged City Council to view the state of Nebraska's tourism campaign "Nebraska: Honestly, It's Not for Everyone."

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER VANDYKE MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Minutes

3. Approval of the March 7, 2023 City Council Regular Meeting Minutes

Ordinances - First Reading

4. Ordinance No. 2023-04, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

5. Resolution No. 2023-38, Supporting OCOchem, Inc.'s Application for a U.S. Department of Energy Grant for Wastewater Treatment Development
6. Resolution No. 2023-39, Authorizing a Second Amendment to the Consultant Agreement with JUB Engineers, Inc. for the 2022-2026 Sewer System Modeling Project
7. Resolution No. 2023-40, Authorizing a Consultant Agreement with Parametrix, Inc. for 2023 Landfill Environmental Monitoring Services
8. Resolution No. 2023-41, Declaring 6,704.51 Square Feet of Property located in Gillespie Parkway as Surplus to the City's Needs
9. Resolution No. 2023-42, Authorizing a Fourth Amendment to the Services Agreement with Permit Surveying for On-Call Survey Services

Items - Approval

10. Appointments to the Arts Commission: David Boothroyd and Sharon Reyna
11. Appointment to the Economic Development Committee: Eileen Griffin
12. Appointments to the Parks & Recreation Commission: James Buelt, Samantha Mason, Navaj Nune and Srithan Thallapally

Expenditures - Approval

13. Expenditures from February 1, 2023 to February 28, 2023 for \$26,940,363.60 including Travel Check Nos. 20261-20270, Accounts Payable Check Nos. 308625-309373, Accounts Payable Wire Nos. 9409-9454, Payroll Wires & ACH Nos. 13199-13246 Payroll Direct Deposit & Check Nos. 203986-205111 and Pension Check Nos. 6391-6415.

Items of Business

14. Ordinance No. 2023-05, Amending the 2023 Budget in the General Fund and Fire Station Construction Fund in support of Fire Station No. 76

Finance Director Allen provided an overview of the proposed budget amendment. On February 28, 2023, City Council considered a staff presentation on escalated construction costs related to the construction of Fire Station No. 76. Additional funding in the amount of \$742,000 is necessary to complete the project with modifications made to the construction plan.

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2023-05, AMENDING THE 2023 BUDGET IN THE GENERAL FUND AND FIRE STATION CONSTRUCTION FUND IN SUPPORT OF FIRE STATION 76, FOR FIRST READING, BY TITLE ONLY. MOTION CARRIED 7- 0.

Reports and Comments

City Manager

City Manager Amundson made the following announcements:

- Announced volunteer opportunities for several City of Richland boards, commissions and committees, and encouraged interested citizens to visit the City's website to apply online.
- The Richland Police Department will hold a rebrand launch event on Thursday, March 23, 2023 at 10:00 a.m. at Richland City Hall for the unveiling of the new patch and badge. This event is open to the public.
- The Richland Parks & Recreation Department will host a *Ready, Set, Hop* event on April 1, 2023 at Columbia Point Marina Park. Registration for this event is \$5 per person (under age 3 is free) and ends on March 31, 2023 at 5:00 p.m.
- The work crew agreement with Benton County, approved by Richland City Council at its March 7, 2023 regular meeting, was approved by Benton County earlier in the day.

City Council

Councilmember Jones had no comments.

Councilmember Kent shared that she participated in the Parks & Recreation Commission interview process and congratulated those who were appointed and reappointed to serve.

Councilmember Lukson expressed interest in receiving updates on specific work crew projects.

Councilmember VanDyke provided a brief report on items discussed at a recent Utility Advisory Committee (UAC) meeting and announced the opening of Kindred Spirits, an alcohol-free shop and bar.

Councilmember Whitten provided a brief report of projects discussed at a recent Arts Commission meeting. Next, Councilmember Whitten thanked Arts Commission member David Boothroyd for his continued service, and welcomed newly appointed Arts Commission member Sharon Reyna.

Mayor Pro Tem Richardson reported on the Tri-Cities Clean Energy Sector Convening 2.0 meeting held on March 16, 2023 at WSU Tri-Cities. The meeting was successfully led by Port of Benton Executive Director Diahann Howard. Next, Mayor Pro Tem Richardson stated that she attended the City of Richland's annual employee breakfast on March 9, 2023, and complimented the creativity displayed throughout the event. Mayor Pro Tem Richardson acknowledged the many employees recognized for service milestones and for outstanding service through a nomination process.

Mayor

Mayor Christensen reminded councilmembers of their responsibility to participate in interviews conducted by the board, commission or committee to which they serve as liaison.

Adjournment

Mayor Christensen adjourned the meeting at 6:55 p.m.

APPROVED:

Terry Christensen, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES
RICHLAND CITY COUNCIL RETREAT
Friday, March 24, 2023
Richland Public Library
955 Northgate Drive

City Council Retreat - 8:00 a.m.

Mayor Christensen called the retreat to order at 8:00 a.m.

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

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Clary, Energy Services Director Whitney, Public Works Director Rogalsky, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Hester, and Marketing & Communications Manager Alexander.

Agenda Item

1. Strategic Planning Retreat

Craig Rapp of Rapp Consulting Group facilitated a strategic planning discussion with Council and staff. The process involved evaluating the results of the strengths-opportunities-weaknesses-threats (SWOT) analysis to identify priorities and build desired outcomes around the identified priorities. Work on the draft strategic plan will continue with staff on March 30, 2023 as initiatives are populated to support the desired outcomes.

A 30-minute break was held for an onsite lunch at noon.

Adjournment

Mayor Christensen adjourned the retreat at 3:00 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, March 28, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Christensen called the workshop meeting to order at 6:00 p.m.

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

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, Fire Chief Huntington, Chief of Police Clary, Energy Services Director Whitney, Public Works Director Rogalsky, Finance Director Allen, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Agenda Item

1. Transportation Project Update

Public Works Director Rogalsky presented in detail the following street improvement projects:

- South George Washington Way Intersection Improvements
- Downtown Connectivity Project
- SR-240 / Aaron Drive
- Island View to Vista Field

Staff discussed upcoming actions, including funding decisions, and councilmember roles and opportunities. Detailed information can be found in the PowerPoint presentation included in the agenda packet.

Council offered comments and engaged in a question-and-answer session with Public Works Rogalsky throughout the presentation.

2. Development Permit Process Performance Audit Review (Matrix Report)

Deputy City Manager Schiessl expounded on local and state land development regulations and the City's objectives for regulating land development. Next, Deputy City Manager Schiessl provided an overview of recent organizational changes within the City, reasoning for initiating the Development Process Performance audit, and the State Auditor's request for the City to conduct a non-voluntary performance audit.

Deputy City Manager Schiessl then stated that the City retained Matrix Consulting Group, a government consulting firm, to perform an audit of the City's permitting process. The study covered operations in the following departments: Development Services, Public Works, Fire, and Energy Services.

As part of the assessment, the City requested a thorough review of staffing, organizational structure, processes and technology. Additionally, the study included an evaluation on the City's development fee structure and a comparative assessment of the City's fee schedule.

Deputy City Manager Schiessl presented the results of the audit, and highlighted accomplishments and enhanced services implemented since creation of the draft audit report. Based on initial findings, recommendations regarding staffing, services, processes and technology were provided. Detailed information is provided in the Development Process Performance Audit Report.

Council engaged in a question-and-answer session with Deputy City Manager Schiessl throughout the presentation.

3. Narcan Distribution Program

Fire Chief Huntington and Fire Battalion Chief Van Beek jointly presented on the topic. Fire Chief Huntington stated that the City has an opportunity to partner with Benton-Franklin Health District (BFHD) in the *Narcan Leave Behind Program*. The program will authorize Emergency Medical Services (EMS) personnel to leave behind a Narcan kit to an individual experiencing an opioid-related overdose, or someone they believe to be at risk of opioid overdose. BFHD will provide Narcan kits to the City at no cost.

Narcan is a fast-acting medication designed to help reverse the effects of an opioid overdose. In addition to leaving Narcan kits, EMS personnel will refer patients to a Resource Navigator, who can help opioid patients navigate their way through the local healthcare and treatment system. Fire Battalion Chief VanBeek then presented local and national overdose statistics.

Fire Battalion Chief Van Beek displayed contents of a Narcan kit and provided an overview of the City's reporting obligations to BFHD. Staff responded to Council inquiries throughout the presentation. Council expressed support of the City's participation in the *BFHD Narcan Leave Behind Program*.

Council recessed at 8:25 p.m.

4. Biennial Budget Discussion

Using PowerPoint, Finance Director Allen provided an overview of biennial budget comparisons with other first-class cities in the State of Washington, described the process and timeline of adopting a biennial budget, cited advantages and disadvantages of

biennial budgeting, then presented items for Council consideration. City Manager Amundson recommended the City continue operating under an adopted annual budget.

At the conclusion of the presentation, Council engaged in a question-and-answer session with Finance Director Allen.

Closing Comments

City Manager Amundson announced that the City received membership documents to join the Richland Chamber of Commerce. Membership dues are \$5,000 annually. City Manager Amundson recommended a one-year trial membership. Council generally expressed support of a one-year membership.

Next, City Manager Amundson polled Council's availability to attend a government-to-government meeting on April 7, 2023 with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). A majority of councilmembers confirmed availability for the proposed meeting.

City Manager Amundson reminded Council to respond to the correspondence sent by Chief of Police Clary regarding vehicular pursuits bill pending this legislative session.

Lastly, City Manager Amundson stated that there has been strong economic and industrial development inquiries over the last couple of days. Economic Development Manager Wallner has met with representatives from Century Pipe Manufacturing Co. and Westinghouse Electric Company to discuss possible development opportunities within the City.

Adjournment

Mayor Christensen adjourned the meeting at 9:02 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Ordinances - First Reading

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 2023-06, Providing for the Sale of 2023 Electric Revenue Bonds

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-06

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-06, providing for the sale of 2023 electric revenue bonds.

Summary:

Over the course of 2023, the Utility Advisory Committee (UAC) has discussed with Richland Energy Services staff the electric utility's financial policy and current financial position. These discussions encompassed the utility's budget, capital program and funding, including anticipated bond issuance as outlined in the approved 2023-2028 Capital Improvement Plan (CIP). The discussions resulted in the conclusion that revenue bonds should be issued in the second quarter of 2023.

Approximately \$8 million in bond proceeds are needed to support the capital plan for 2023 and 2024 in addition to rate financing and developer contributions. Bonds would be issued for a term not longer than 30 years to mirror the expected life of the electric infrastructure being financed while taking into account the market conditions and investor appetite for terms.

Ordinance No. 2023-06 enables Council to appoint the Finance Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions.

Staff recommends approval of Ordinance No. 2023-06 for first reading, by title only.

Fiscal Impact:

The annual principal and interest payments on the proposed bonds will be funded from operating revenues of the Electric Utility Fund.

Attachments:

I. Ordinance No. 2023-06

CITY OF RICHLAND

ORDINANCE NO. 2023-06

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$23,000,000 to provide funds: (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions; (2) to refund all or a portion of the City's outstanding Electric Revenue Improvement and Refunding Bonds, 2013B; (3) to make a deposit to satisfy the reserve requirement for the bonds, if necessary, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

Passed: _____, 2023

This document prepared by

*STRADLING YOCCA CARLSON & RAUTH, PC
Seattle, Washington
(206) 829-3000*

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	1
Section 1.01 Definitions.....	1
ARTICLE 2 FINDINGS AND DETERMINATIONS; PLAN OF ADDITIONS.....	9
Section 2.01 Findings and Determinations	9
Section 2.02 Adoption of Plan of Additions	10
ARTICLE 3 AUTHORIZATION AND ISSUANCE OF BONDS.....	10
Section 3.01 Purpose and Authorization of Bonds.....	10
Section 3.02 Designated Representative; Description of the Bonds	11
Section 3.03 Parity Certificate	11
Section 3.04 Form and Execution of Bonds.....	11
Section 3.05 Bond Registrar; Registration and Transfer of Bonds.	11
ARTICLE 4 . PAYMENT OF BONDS; REDEMPTION PROVISIONS	13
Section 4.01 Payment of Bonds; Failure to Pay.....	13
Section 4.02 Redemption and Purchase of Bonds.....	13
Section 4.01 Notice of Redemption; Rescission of Notice.	14
ARTICLE 5 SECURITY FOR THE BONDS	15
Section 5.01 Security for the Bonds.....	15
Section 5.02 Priority Expenditure of Gross Revenue; Flow of Funds	15
Section 5.03 The Bond Fund.....	16
Section 5.04 Required Payments Into the Bond Fund; Investment of Money in the Bond Fund.....	17
ARTICLE 6 USE OF BOND PROCEEDS; REFUNDING PLAN.....	18
Section 6.01 Disposition and Use of Bond Proceeds.	18
Section 6.02 Refunding of Refunded Bonds.....	18
Section 6.03 Parameters for Approving the Refunding; Minimum Savings.	19
ARTICLE 7 BOND COVENANTS; FUTURE PARITY BONDS	20
Section 7.01 Bond Covenants	20
Section 7.02 Rebate Account	21
Section 7.03 Rate Stabilization Account.....	21
Section 7.04 Contract Resource Obligations.....	21
Section 7.05 Future Parity Bonds; Subordinate Bonds	22
ARTICLE 8 FEDERAL TAX AND DISCLOSURE MATTERS	23
Section 8.01 Federal Tax Matters	23
Section 8.02 Official Statement; Continuing Disclosure.	23
ARTICLE 9 AMENDMENTS; DEFAULTS AND REMEDIES	24
Section 9.01 Amendatory Ordinances.....	24
Section 9.02 Defaults and Remedies.....	26
ARTICLE 10 MISCELLANEOUS	29
Section 10.01 Refunding or Defeasance of the Bonds.....	29
Section 10.02 Sale and Delivery of the Bonds.....	30
Section 10.03 General Authorization and Ratification	31

Section 10.04	Severability	31
Section 10.05	Effective Date of Ordinance.....	31

Exhibit A – Parameters for Bond Sale Terms

Exhibit B – Parity Bond Test

Exhibit C – Plan of Additions; Description of the Projects

Exhibit D – Form of Continuing Disclosure Agreement

ORDINANCE NO. 2023-06

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$23,000,000 to provide funds: (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions; (2) to refund all or a portion of the City's outstanding Electric Revenue Improvement and Refunding Bonds, 2013B; (3) to make a deposit to satisfy the reserve requirement for the bonds, if necessary, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2013B Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2013B, in the original aggregate principal amount of \$19,455,000, authorized to be issued by Ordinance No. 06-13.

(b) “*2015 Bonds*” means the Electric Utility Revenue Bonds, 2015, in the original aggregate principal amount of \$19,435,000, authorized to be issued by Ordinance No. 49-15.

(c) “*2018 Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2018, in the original aggregate principal amount of \$19,800,000, authorized to be issued by Ordinance No. 08-18.

(d) “*2019A Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2019A, in the original aggregate principal amount of \$12,525,000, authorized to be issued by Ordinance No. 54-19.

(e) “*2019T Bonds*” means the Electric Revenue Bonds, 2019T (Taxable-Green Bonds), in the original aggregate principal amount of \$3,145,000, authorized to be issued by Ordinance No. 54-19.

(f) “*2021 Bonds*” means the Electric Revenue Improvement Bonds, 2021, in the original aggregate principal amount of \$6,415,000, authorized to be issued by Ordinance No. 30-21.

(g) “*Acquired Obligations*” means those Government Obligations, as specified in the Refunding Trust Agreement, purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(h) “*Adjusted Net Revenue*” means Net Revenue, plus withdrawals from the Rate Stabilization Account and less deposits into the Rate Stabilization Account.

(i) “*Annual Debt Service*” means, for any one or more series of Parity Bonds, the total of principal and interest payable during a Fiscal Year (excluding the principal maturity of Term Bonds but including any mandatory redemption due in that year), less all capitalized interest payable that year from such bonds. Annual Debt Service for each Fiscal Year shall be reduced by subtracting the amount scheduled to be received by the City as a Tax Credit Subsidy Bond Payment in each such Fiscal Year in respect of any Parity Bonds issued as Tax Credit Subsidy Bonds.

(j) “*Authorized Denomination*” means, unless otherwise specified in the Bond Purchase Agreement or a related agreement, \$5,000 or any integral multiple thereof within a Series and maturity.

(k) “*Average Annual Debt Service*” means, in reference to any one or more series of Parity Bonds, the sum of the Annual Debt Service due in each year, divided by the number of years that such bonds are scheduled to remain Outstanding.

(l) “*Beneficial Owner*” means, with respect to any Parity Bond at any time Outstanding, the owner of any beneficial interest in that Parity Bond.

(m) “*Bond Counsel*” means the firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(n) “*Bond Fund*” means the Electric Revenue Refunding Bond Account, 1985, created by Ordinance No. 17-85 and maintained for the purpose of paying and securing the payment of the principal of and interest on the Parity Bonds.

(o) “*Bond Insurer*” means, with respect to any issue of Parity Bonds, a provider of bond insurance guaranteeing the payment of principal of and interest on such Parity Bonds.

(p) “*Bond Purchase Agreement*” means a written offer to purchase the Bonds, or a Series of Bonds, pursuant to certain Bond Sale Terms, which offer is accepted by the Designated Representative on behalf of the City in accordance with this ordinance. In the case of a competitive sale, the Purchaser’s bid for a Series, together with the official notice of sale and a Pricing Certificate confirming the Bond Sale Terms, shall comprise the Bond Purchase Agreement.

(q) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(r) “*Bond Registrar*” means the Fiscal Agent, or any alternate bond registrar selected by the City’s Finance Director to maintain the Bond Register and carry out the other duties of the Bond Registrar set forth in this ordinance.

(s) “*Bond Sale Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or

rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds. The parameters for certain Bond Sale Terms are set forth in Exhibit A.

(t) “*Bonds*” means the electric utility revenue bonds of the City issued pursuant to and for the purposes provided in this ordinance in one or more Series and with such additional series and other designation as the Designated Representative may deem appropriate.

(u) “*Book-Entry Form*” means a fully registered form in which physical bond certificates are registered only in the name of the Securities Depository (or its nominee), as Registered Owner, with the physical bond certificates held by and “immobilized” in the custody of the Securities Depository or its designee, where the system for recording and identifying the transfer of the ownership interests of the Beneficial Owners in those Bonds is neither maintained by nor the responsibility of the City or the Bond Registrar.

(v) “*City*” means the City of Richland, Washington, a municipal corporation duly organized and legally existing charter city of the first class under the laws of the State.

(w) “*City Contribution*” means legally available money of the City, in addition to proceeds of the Bonds, that is to be used to carry out the Refunding Plan, as determined by the Designated Representative.

(x) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(y) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(z) “*Common Reserve Bonds*” means, collectively, those Parity Bonds that are designated by the City as common reserve bonds, the payment of which is secured by amounts on deposit in the Common Reserve Subaccounts, without distinction, priority or preference among the amounts drawn from any particular Common Reserve Subaccount. The Outstanding 2013B Bonds, 2015 Bonds, 2018 Bonds, 2019A Bonds, 2019T Bonds and 2021 Bonds are designated as Common Reserve Bonds. Unless otherwise designated in the Pricing Certificate approving the Bond Sale Terms for a Series of the Bonds authorized by this ordinance, the Bonds authorized by this ordinance are designated as Common Reserve Bonds.

(aa) “*Common Reserve Subaccount*” means a Reserve Subaccount that is established in connection with a series of Common Reserve Bonds. The Common Reserve Subaccounts, collectively, constitute a pooled reserve ratably securing all Common Reserve Bonds.

(bb) “*Continuing Disclosure Agreement*” means the written undertaking to provide continuing disclosure entered into pursuant to Section 8.02 of this ordinance, in substantially the form set forth in Exhibit D.

(cc) “*Contract Resource Obligation*” means an obligation of the City to make payments to another person or entity for electric energy supply, transmission or other commodity or service relating to the Electric Utility, which obligation is designated as a Contract Resource Obligation for purposes of Section 7.04 of this ordinance.

(dd) “*Coverage Requirement*” means that, in any Fiscal Year, Adjusted Net Revenue must at least equal 1.25 times the Annual Debt Service due in that Fiscal Year on all Parity Bonds then Outstanding.

(ee) “DTC” means The Depository Trust Company, New York, New York, or its nominee.

(ff) “Designated Representative” means the officer of the City appointed in Section 3.02 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(gg) “Electric Fund” means that special fund created by Ordinance No. 53-17 of the City (RMC § 3.24.240) for the deposit of all revenues collected by the City from sale of electric energy or for services rendered by the Electric Utility, and for the payment of the costs and expenses to purchase electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy.

(hh) “Electric Utility” means the municipal electric system of the City as the same may from time to time be added to, bettered, improved and extended.

(ii) “Finance Director” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office.

(jj) “First Parity Covenant Date” means the date in which all of the 2013B Bonds, 2015 Bonds are fully redeemed or defeased.

(kk) “Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(ll) “Fiscal Year” means a year beginning January 1 and ending December 31, or such twelve-month period as may be selected by the City as its fiscal year.

(mm) “Future Parity Bonds” means, for purposes of this ordinance, any and all revenue bonds of the City issued after the Issue Date of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge upon the Net Revenue of the Electric Utility on a parity with the lien and charge of the Outstanding Parity Bonds and the Bonds.

(nn) “Government Obligations” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(oo) “Gross Revenue of the Electric Utility” or “Gross Revenue” means all of the earnings and revenues of any kind or nature received by the City from the operation and maintenance of the Electric Utility. Gross Revenue excludes: (1) revenues from assessments collected in any local improvement district or utility local improvement district; (2) amounts collected in respect of City-imposed utility taxes; (3) proceeds of grants from the federal, state or local governments; (4) gifts to the Electric Utility for capital purposes; (5) proceeds from the sale of City or Electric Utility property; (6) proceeds of City or Electric Utility obligations; (7) earnings or proceeds from any investments in any trust, defeasance or escrow fund created to defease or refund Electric Utility obligations until commingled with other earnings and revenues of the Electric Utility; and (8) Tax Credit Subsidy Payments.

(pp) “Issue Date” means, with respect to any Series of Bonds, the date of initial issuance and delivery of such Series to the Purchaser in exchange for the purchase price of such Series.

(qq) “Letter of Representations” means the Blanket Issuer Letter of Representations between the City and DTC, dated February 2, 1998, as it may be amended from time to time, and

any successor or substitute letter relating to the operational procedures of the Securities Depository.

(rr) “*MSRB*” means the Municipal Securities Rulemaking Board.

(ss) “*Maximum Annual Debt Service*” means, with respect to any one or more series of Parity Bonds, the maximum amount of Annual Debt Service which shall become due in any Fiscal Year.

(tt) “*Net Revenue of the Electric Utility*” or “*Net Revenue*” means Gross Revenue of the Electric Utility less Operation and Maintenance Expenses.

(uu) “*Official Statement*” means an offering document or other disclosure document required to be provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulation of the SEC.

(vv) “*Operation and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition and properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to similar municipal utilities, including: payments due under Contract Resource Obligations (to the extent that the requirements in Section 7.04 are met); all payments made to another person or agency for acquisition of electric energy; any deposits, premiums, assessments or other payments for insurance, if any, on the Electric Utility; amounts paid in respect of Electric Utility employee pensions and post-employment benefits (if any); and overhead and administration expenses allocated to the Electric Utility. Operation and Maintenance Expenses excludes: non-cash accounting items (e.g., depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, environmental liabilities, and similar items); payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City (other than payments under Contract Resource Obligations); and any amounts paid in respect of City imposed utility taxes or payments in lieu of taxes.

(ww) “*Outstanding*” when used with reference to any bonds or other obligations means, as of any particular date, the aggregate of all such bonds or other obligations properly authenticated and delivered, except for: (1) those cancelled at or prior to such date or delivered to or held by the Fiscal Agent at or prior to such date for cancellation; (2) those legally defeased or deemed paid in accordance with this ordinance (or a comparable section of another ordinance authorizing the refunding or defeasance of other bonds or obligations); (3) those in lieu of or in exchange or substitution for which other bonds or obligations shall have been authenticated and delivered pursuant to their authorizing ordinances, unless such other bonds or obligations are held by a bona fide holder in due course; and (4) those which have matured or have been duly called for redemption and have not been presented for payment, and the City has sufficient money on hand to pay and redeem the same on such maturity or call dates.

(xx) “*Outstanding Parity Bonds*” means the 2013B Bonds, 2015 Bonds, the 2018 Bonds, the 2019A Bonds, the 2019T Bonds, the 2021 Bonds and any other Parity Bonds that are Outstanding as of the Issue Date.

(yy) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(zz) “*Parity Bond Test*” means: (a) with reference to the issuance of Future Parity Bonds, the conditions for issuing Future Parity Bonds set forth in Exhibit B to this Ordinance, which is incorporated herein by this reference; and (b) with reference to the designation of the Bonds as Parity Bonds, those conditions for the issuance of “future parity bonds” as defined and set forth in the ordinances authorizing the Outstanding Parity Bonds.

(aaa) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds, and any Future Parity Bonds.

(bbb) “*Permitted Investments*” means any investment that is a legal investment for the money of the City at the time of such investment.

(ccc) “*Plan of Additions*” means the system or plan of additions and betterments to and extensions of the Electric Utility specified, adopted and ordered to be carried out by Section 2.02 of this ordinance.

(ddd) “*Pricing Certificate*” means a certificate executed by the Designated Representative as of the pricing date confirming the Bond Sale Terms for the sale of a Series of the Bonds to the Purchaser in a competitive sale, in accordance with the parameters set forth in this ordinance.

(eee) “*Principal and Interest Account*” means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the payment of the principal of and interest on the Parity Bonds.

(fff) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a direct placement, underwriter in a negotiated sale or awarded as the successful bidder in a competitive sale of a Series of the Bonds.

(ggg) “*RCW*” means the Revised Code of Washington.

(hhh) “*Rate Stabilization Account*” means the Electric Rate Stabilization Account authorized to be created and established pursuant to Ordinance No. 26-03.

(iii) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(jjj) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption.

(kkk) “*Redemption Date*” means the date for redemption set forth in the Refunding Trust Agreement, which date shall be the earliest date, following the required notice period, on which the Refunded Bonds may be called for optional redemption at a price of 100% of the stated principal amount to be redeemed.

(lll) “*Refunded Bond Ordinance*” means Ordinance No. 06-13 of the City.

(mmm) “*Refunded Bonds*” means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded pursuant to the authorization set forth in this ordinance.

(nnn) “*Refunding Candidates*” means any or all of the following presently outstanding \$14,165,000 aggregate principal amount of 2013B Bonds maturing on November 1 in the years and amounts as follows:

Maturity Year	Principal Amount	Interest Rate
2023	\$ 690,000	4.00%
2028*	3,945,000	5.00
2033*	5,030,000	5.00
2042*	4,500,000	4.00

*Term Bond maturity.

(ooo) “*Refunding Plan*” means (as further detailed in the Refunding Trust Agreement):

(1) On the Issue Date, the deposit with the Refunding Trustee of proceeds of the sale of the Bonds allocated to the Refunding Plan in an amount, together with the City Contribution (if any), sufficient to acquire the Acquired Obligations (if any) and establish a beginning cash balance;

(2) The periodic receipt by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations (if any);

(3) On the Redemption Date, the application of such amounts (together with any other cash held by it) to the call, payment and redemption of the Refunded Bonds at a price equal to the principal amount to be redeemed, plus accrued interest to that date; and

(4) The application of funds deposited with the Refunding Trustee for such purpose to the payment of all or a portion of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan (if payment of such costs is specified in the Refunding Trust Agreement).

(ppp) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee, providing for the carrying out of the Refunding Plan.

(qqq) “*Refunding Trustee*” means the trustee, or any successor or alternate trustee, designated by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(rrr) “*Registered Owner*” means, with respect to a Bond or any Parity Bond at any time Outstanding, the person in whose name that Bond or Parity Bond is registered on the Bond Register. For so long as the Bonds are in Book-Entry Form, Registered Owner shall mean the Securities Depository.

(sss) “*Registration Ordinance*” means the Registration Ordinance for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(ttt) “*Reserve Account*” means the account of that name created in the Bond Fund by Ordinance No. 17-85 for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

(uuu) “*Reserve Insurer*” means any provider of a Reserve Security acquired in connection with one or more Series of the Bonds or Future Parity Bonds.

(vvv) “*Reserve Requirement*” means:

(1) (A) With respect to the Common Reserve Bonds collectively, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on all Common Reserve Bonds then Outstanding, or (ii) 125% of Average Annual Debt Service on all Common Reserve Bonds then Outstanding, but at no time shall the Reserve Requirement exceed the Tax Maximum; and (B) with respect to a Series of the Bonds or any Future Parity Bonds that are designated as Common Reserve Bonds, the incremental additional amount necessary to fund the amount specified in clause (A), taking into account the amounts on deposit in the Common Reserve Subaccounts as of the Issue Date; and

(2) With respect to any Series of the Bonds or any Future Parity Bonds that are not Common Reserve Bonds, an amount (which may be equal to zero) established in the Bond Sale Terms approved pursuant to the ordinance authorizing the issuance of such Series, provided that the Reserve Requirement for such Series may not exceed the Tax Maximum.

(www) “*Reserve Security*” means a surety bond or policy of insurance, obtained in lieu of cash and policy limit or stated amount equal to part or all of the Reserve Requirement.

(xxx) “*Reserve Subaccount*” means a subaccount created within the Reserve Account to secure payment of debt service on a series of Parity Bonds. Each Reserve Subaccount shall include in its name a reference to the series of Parity Bonds with respect to which it was created.

(yyy) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(zzz) “*SEC*” means the United States Securities and Exchange Commission.

(aaaa) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(bbbb) “*Series of Bonds*” or “*Series*” means a series of Bonds issued pursuant to this ordinance.

(cccc) “*State*” means the State of Washington.

(dddd) “*Subordinate Bonds*” means any electric revenue bonds or obligations payable from the Electric Fund having a charge and lien on the Net Revenue subordinate to the charge and lien on the Net Revenue of the Parity Bonds.

(eeee) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a Tax Credit Subsidy Bond, pursuant to Section 54AA of the Code or any substantially similar taxable tax credit bond program, and which is further designated by the City as a “qualified

bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury to the City under Section 6431 or a substantially similar provision of the Code.

(ffff) “*Tax Credit Subsidy Bond Payments*” means those amounts which the City is entitled to receive from the United States Treasury in respect of any bonds issued as Tax Credit Subsidy Bonds.

(gggg) “*Tax-Exempt Bond*” means any Parity Bond, the interest on which is intended, as of the Issue Date, to be excludable from gross income for federal income tax purposes.

(hhhh) “*Tax Maximum*” means the maximum dollar amount permitted by the Code to be allocated to a debt service reserve account from bond proceeds of tax-exempt Bonds or Tax Credit Subsidy Bonds without requiring a balance to be invested at a restricted yield.

(iiii) “*Taxable Bond*” means any Parity Bond, the interest on which is not intended, as of the Issue Date, to be excludable from gross income for federal income tax purposes.

(jjjj) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement, and those Parity Bonds designated as such in the ordinances or bond purchase agreements authorizing their issuance or sale and which are subject to mandatory redemption prior to maturity or for which either mandatory sinking fund payments or mandatory prior redemption requirements are provided.

(kkkk) “*Undertaking*” means a Continuing Disclosure Agreement.

ARTICLE 2

FINDINGS AND DETERMINATIONS; PLAN OF ADDITIONS

Section 2.01 Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Electric Utility; Previously Issued Parity Bonds*. The City now owns and operates the Electric Utility. Pursuant to Ordinance No. 17-85, the City issued and sold its Electric Revenue Refunding Bonds, 1985 (the “1985 Bonds”) all of which have been paid and retired. In Ordinance No. 17-85, the City reserved the right to issue additional electric revenue bonds having a lien and charge on the Net Revenue of the Electric Utility on a parity with the lien and charge upon such Net Revenue of the 1985 Bonds for the payment of principal thereof and interest thereon, if that certain Parity Bond Test (established in Ordinance No. 17-85 and as subsequently set forth in ordinances authorizing the issuance of additional Parity Bonds) is satisfied.

(b) *Plan of Additions*. The City is in need of funds with which to finance the Plan of Additions, the estimated aggregate cost of which is more than \$8,000,000, and the City does not have available sufficient funds to pay the costs. The life of the improvements comprising the Plan of Additions is declared to be at least 25 years.

(c) *Sufficiency of Gross Revenue*. The City Council finds and determines that, if the conditions set forth in this ordinance for the issuance of the Bonds are satisfied, the Gross Revenue of the Electric Utility will be sufficient, in the judgment of the City Council, to meet all Operation and Maintenance Expenses; to make all necessary repairs, replacements and renewals; and to permit the setting aside from Gross Revenue into the Bond Fund of such amounts as may

be required to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as the same become due. The City Council declares that in fixing the amounts to be paid into the Bond Fund it has exercised due regard for the cost of maintenance and operation of the Electric Utility and the debt service requirements of the Outstanding Parity Bonds, and that it has not obligated the City to set aside and pay into the Bond Fund a greater amount of the Gross Revenue of the Electric Utility than in its judgment will be available for such purpose.

(d) *Refunding.* Chapter 39.53 RCW and other laws of the State authorize the City to adopt and carry out a Refunding Plan. Pursuant to Ordinance No. 06-13, the City previously issued the 2013B Bonds for the purpose of (i) carrying out a plan of additions and betterments to and extensions of the Electric Utility and (ii) refunding a portion of the City's Electric Revenue Refunding Bonds, 2003 and Electric Revenue Bonds, 2003. In Ordinance No. 06-13, the City reserved the right to redeem the 2013B Bonds maturing on or after November 1, 2023 prior to their stated maturity at any time on or after May 1, 2023. In order to realize a debt service savings to the City and its ratepayers, the City Council wishes to refund all or a portion of the Refunding Candidates. The Refunding Candidates that are to be refunded shall be selected by the Designated Representative such that a savings equal to or exceeding the savings requirements set forth in Exhibit A will be effected by the difference between the principal and interest cost over the life of the portion of the Bonds allocated to such refunding and the principal and interest cost over the life of the Refunded Bonds to be refunded by such allocated portion of the Bonds.

(e) *Satisfaction of Parity Bond Test.* As a condition of the issuance of the Bonds authorized herein, the City Council directs the Designated Representative to determine that all conditions set forth in the Parity Bond Test (as those conditions are set forth in the ordinances authorizing the Outstanding Parity Bonds) have been met and satisfied before the Bonds may be issued and delivered to the Purchaser.

(f) *Issuance of Bonds.* Based on the foregoing, the City Council finds that it is in the best interest of the City to issue and sell the Bonds in one or more Series to the respective Purchasers of each Series in a competitive or negotiated sale, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

Section 2.02 Adoption of Plan of Additions. The City specifies, adopts and orders the carrying out of the projects described in Exhibit C as a system or plan of additions and betterments to and extensions of the Electric Utility. The Plan of Additions shall be carried out in accordance with the plans and specifications therefor prepared by the City's engineers and consulting engineers. The City Council may modify the details of the Plan of Additions where in its judgment it appears advisable, if such modifications do not substantially alter the purpose of such system or plan. The cost of the Plan of Additions, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Electric Utility.

ARTICLE 3 AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Purpose and Authorization of Bonds. For the purpose of providing funds with which: (a) to pay a portion of the cost of the Plan of Additions; (b) to carry out the

Refunding Plan; (c) to satisfy the Reserve Requirement (if necessary); and (d) to pay the costs of issuance of the Bonds, including the administrative costs of the refunding, the City shall issue and sell its electric revenue bonds in one or more Series on a tax-exempt or taxable basis in an aggregate principal amount not to exceed \$23,000,000.

Section 3.02 Designated Representative; Description of the Bonds. The Finance Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Bond Sale Terms for the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 3.03 Parity Certificate. At the time of issuance of the Bonds, the Designated Representative shall cause to be executed and have on file a certificate of coverage as required under the Parity Bond Test.

Section 3.04 Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Richland, Washington, Electric Revenue Improvement and Refunding Bonds, [Name of Series].” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 3.05 Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds; Bond Registrar.* The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register. The Fiscal Agent is appointed to act as Bond Registrar for each Series of the Bonds, unless otherwise determined by the Designated Representative.

(b) *Transfer and Exchange of Bonds.* The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Register shall contain the name and mailing address

of the Registered Owner of each Bond and the principal amount and number of each of the Bonds held by each Registered Owner.

The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the Registration Ordinance.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate, Series and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(c) *Securities Depository; Book-Entry Form.* Unless otherwise determined by the Designated Representative, the Bonds initially shall be issued and registered in Book-Entry Form. The Bonds so registered shall be held fully immobilized in Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of a Bond initially held in Book-Entry Form, or any portion thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form. Upon the resignation of the Securities Depository from its functions as depository, or upon a determination by the Finance Director to discontinue utilizing the then-current Securities Depository, the Finance Director may appoint a substitute Securities Depository. If the Securities Depository resigns from its functions as depository and no substitute Securities Depository can be obtained, or if the Finance Director determines not to utilize a Securities Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be transferred only as provided herein. Nothing herein shall prevent the Bond Sale Terms from providing that a Series of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds of such Series shall be registered as of their Issue Date in the names of the Owners thereof, in which case ownership may be transferred only as provided herein. Neither the City nor the Bond Registrar shall have any responsibility or obligation to participants of the Securities Depository or the persons for whom they act as nominees with respect to the Bonds regarding the accuracy of any records maintained by the Securities Depository or its participants of any amount in respect of principal of or interest on the Bonds, or any notice which is permitted or required to be given to Registered Owners hereunder (except such notice as is required to be given by the Bond Registrar to the Securities Depository).

(d) *Lost or Stolen Bonds.* In case any Bond shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor, and effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

ARTICLE 4. PAYMENT OF BONDS; REDEMPTION PROVISIONS

Section 4.01 Payment of Bonds; Failure to Pay. *Payment of Bonds.* Principal of and interest on each Bond shall be payable in lawful money of the United States of America on the dates and in the amounts provided in the Bond Purchase Agreement. Principal of and interest on each Bond shall be payable solely out of the Bond Fund. The Bonds shall not be general obligations of the City. No Bonds of any Series shall be subject to acceleration under any circumstances.

(b) *Bonds Held In Book-Entry Form.* Principal of and interest on each Bond held in Book-Entry Form is payable in the manner set forth in the Letter of Representations.

(c) *Bonds Not Held In Book-Entry Form.* Interest on each Bond not held in Book-Entry Form is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not held in Book-Entry Form is payable upon presentation and surrender (unless waived by the City) of the Bond by the Registered Owner to the Bond Registrar.

(d) *Failure To Pay Bonds.* If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay, solely from the sources pledged herein, interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 4.02 Redemption and Purchase of Bonds.

(a) *Optional Redemption.* Any of the Bonds may be subject to redemption prior to their stated maturity dates at the option of the City at the times and on the terms set forth in the Bond Purchase Agreement.

(b) *Mandatory Redemption.* Any of the Bonds may be designated as Term Bonds, subject to mandatory redemption on the dates and in the amounts as set forth in the Bond Purchase Agreement. If not redeemed or purchased at the City's option prior to maturity, Term Bonds (if any) must be redeemed, at a price equal to one hundred percent of the principal amount to be redeemed, plus accrued interest, on the dates and in the years and amounts set forth in the Bond Purchase Agreement. If the City optionally redeems or purchases a Term Bond prior to

maturity, the principal amount of that Term Bond that is so redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against the remaining mandatory redemption requirements for that Term Bond in the manner as directed by the Finance Director. In the absence of direction by the Finance Director, credit shall be allocated to the remaining mandatory redemption requirements for that Term Bond on a *pro rata* basis.

(c) *Extraordinary Redemption.* Any of the Bonds may be subject to extraordinary optional or extraordinary mandatory redemption prior to maturity upon the occurrence of an extraordinary event at the prices, in the principal amounts, and on the dates, all as set forth in the Bond Purchase Agreement.

(d) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds available for purchase at any time at any price acceptable to the City plus accrued interest to the date of purchase.

(e) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds of any Series are to be redeemed at the option of the City, the Finance Director shall select the Series and maturity or maturities to be redeemed. If less than all of the principal amount of a maturity of the selected Series is to be redeemed, if such Series is held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the Securities Depository in accordance with the Letter of Representations, and if the Series is not then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by the Bond Registrar using such method of random selection as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any applicable Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, seniority, maturity, and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

Section 4.01 Notice of Redemption; Rescission of Notice.

(a) *Notice of Redemption.* Unless otherwise set forth in the Bond Purchase Agreement, the City must cause notice of any intended redemption of Bonds to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of any Bond to be redeemed at the address appearing on the Bond Register on the Record Date, and the requirements of this sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by the Owner of any Bond. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Continuing Disclosure Agreement), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond. Notwithstanding the foregoing, notice of redemption of any Bond held in Book-Entry Form shall be given in accordance with the Letter of Representations.

(b) *Rescission of Optional Redemption Notice.* In the case of an optional redemption or an extraordinary redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the

affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(c) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

ARTICLE 5 SECURITY FOR THE BONDS

Section 5.01 Security for the Bonds. The Bonds shall be designated as Parity Bonds and shall be a special limited obligation of the City payable from and secured solely by the Net Revenue of the Electric Utility and by money in the Principal and Interest Account of the Bond Fund. Each Series of the Bonds that is designated as Common Reserve Bonds is further secured by money in the Common Reserve Subaccounts. The Net Revenue is pledged to make the payments into the Bond Fund and the Reserve Account, if any, required by Section 5.02, which pledge shall constitute a lien and charge upon such Net Revenue prior and superior to all other charges whatsoever. Each Series of the Bonds designated as Parity Bonds shall be issued on parity with the Outstanding Parity Bonds and all Future Parity Bonds, without regard to date of issuance or authorization and without preference or priority of right or lien. The Bonds shall not constitute general obligations of the City, the State or any political subdivision of the State or a charge upon any general fund or upon any money or other property of the City, the State or any political subdivision of the State not specifically pledged by this ordinance.

Section 5.02 Priority Expenditure of Gross Revenue; Flow of Funds. The City covenants and agrees with the owner of each Bond that it will deposit all Gross Revenue of the Electric Utility into the Electric Fund as collected, and will use, pay out and distribute the Gross Revenue of the Electric Utility in the following order of priority:

- (a) To pay Operation and Maintenance Expenses;
- (b) To meet the debt service requirements with respect to, first, the interest due on and, then, the principal of the Parity Bonds by making the required payments into the Principal and Interest Account;
- (c) To make the required payments, if any, into the Common Reserve Subaccount (including amounts required to repay any draws upon a Reserve Security) and into any other account or subaccount in the Bond Fund; and
- (d) For any of the following purposes, without priority: to meet the debt service requirements with respect to any Subordinate Bonds; to redeem and retire any then Outstanding electric revenue bonds or to purchase any or all of those bonds and obligations in the open market as provided in the ordinance authorizing their issuance; to make necessary betterments and replacements of or repairs, additions or extensions to the Electric Utility; to make deposits into the Rate Stabilization Account; or for any other lawful Electric Utility purpose.

Section 5.03 The Bond Fund.

(a) *Bond Fund Established.* The Bond Fund was created by the City pursuant to Ordinance No. 17-85 for the purpose of paying and securing the payment of principal of and interest on the Parity Bonds as the same becomes due and payable. The Bond Fund is divided into two subaccounts, the Principal and Interest Account and the Reserve Account. The Finance Director may create sinking fund subaccounts or other accounts or subaccounts in the Bond Fund for paying or securing the payment of Parity Bonds, as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any Parity Bonds then Outstanding.

(b) *Principal and Interest Account.* The Parity Bonds, including the Bonds, are payable (including principal, mandatory redemption requirements, redemption premium, if any, and interest) out of the Principal and Interest Account.

(c) *The Reserve Account.* The Reserve Account has been previously created for the purpose of securing the payment of the principal of and interest on all Parity Bonds. Except for withdrawals authorized in this section, the money held in those subaccounts within the Reserve Account that is necessary to satisfy the respective Reserve Requirements for each series of Parity Bonds shall otherwise be held intact. Any deficiency created by reason of such a withdrawal shall be made up from the Net Revenue first available after making necessary provision for the required payments into the Principal and Interest Account. However, to the extent required under the applicable Reserve Security policy, the Reserve Insurer with respect to a Reserve Security that has been drawn upon shall be reimbursed first, before available cash is used to restore the remaining balance of the respective Reserve Requirements. Amounts on deposit in the Reserve Account (or any subaccount therein) that are determined to be in excess of the Reserve Requirement shall be deposited in the Principal and Interest Account or into a Rebate Account, to the extent required under the Code. The City reserves the right to substitute one or more Reserve Securities for money previously deposited in the Common Reserve Subaccount and to withdraw such excess as described in the preceding sentence.

(d) *Reserve Subaccounts.* The Reserve Requirement for the Bonds are provided for in subsection (e), below.

In the ordinance authorizing the issuance of any series of Future Parity Bonds, the City shall: (1) determine whether such series is to be designated as a series of Common Reserve Bonds or is to be secured by a standalone Reserve Subaccount or no reserve subaccount, ***provided that, until the First Parity Covenant Date, each such Reserve Subaccount shall be designated as a Common Reserve Subaccount and, thereafter, such Reserve Subaccount may either: (i) remain a Common Reserve Subaccount; or (ii) become a standalone reserve for which the applicable Reserve Requirement may then be recalculated, reduced or eliminated, as set forth in the relevant authorizing ordinance;*** (2) establish the Reserve Requirement (if any) for that series of Future Parity Bonds, and (3) covenant to maintain such subaccounts within the Reserve Account as may be necessary to satisfy that future Reserve Requirement.

The Common Reserve Subaccounts shall ratably secure the Common Reserve Bonds. If the money in the Principal and Interest Account is insufficient to meet required payments of either interest on or principal of any Common Reserve Bonds, such deficiency shall be made up by the withdrawal of money (or proceeds of Reserve Securities, if available) from the Common Reserve Subaccounts. Any withdrawals from the Common Reserve Subaccounts shall be made

on a *pro rata* basis, except when the terms of a Reserve Security require all cash and investments in the Common Reserve Subaccount to be withdrawn before any draw or claim is made on the Reserve Security, or unless the City receives an opinion of Bond Counsel to the effect that such *pro rata* withdrawal is not required to maintain the federal tax benefits (if any) of any then-Outstanding Common Reserve Bonds issued as tax-exempt Bonds or Tax Credit Subsidy Bonds. If multiple Reserve Securities are on deposit in the Common Reserve Subaccounts, draws on such Reserve Securities shall be made on a *pro rata* basis.

(e) *The 2023 Reserve Requirement.* On the Issue Date of each Series of the Bonds, the Finance Director shall cause to be deposited into the Reserve Account (or a Reserve Subaccount created therein for this purpose) an amount which will equal the Reserve Requirement for that Series of the Bonds (if any), which may be funded by any combination of the following methods: (1) in cash deposited on the Issue Date; (2) in cash deposited in approximately equal monthly installments which shall be accumulated by no later than five years from the Issue Date; or (3) by the deposit of one or more Reserve Securities, the face amount of which, together with any cash amount deposited therein, is equal to the Reserve Requirement for the Bonds, if any. The Designated Representative shall determine the Reserve Requirement for each Series of Bonds as of its Issue Date, which shall be set forth in the applicable Bond Purchase Agreement or Pricing Certificate and, as to any Series issued as Tax-Exempt Bonds or Tax Credit Subsidy Bonds, shall be an amount equal to no greater than the Tax Maximum. For so long as the Series remains designated as Common Reserve Bonds the Reserve Requirement shall not be set at a level that would cause the Common Reserve Requirement to exceed the Tax Maximum.

Section 5.04 Required Payments Into the Bond Fund; Investment of Money in the Bond Fund.

(a) *Required Payments Into the Bond Fund.* The City covenants to set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(1) Into the Principal and Interest Account, on or before each debt service payment date, an amount sufficient (together with other money then on deposit, including investment earnings retained therein) to pay the principal and interest to become due on the Parity Bonds (including required amounts for mandatory redemption of Term Bonds) on that debt service payment date.

(2) Into the Reserve Account, such amounts as may be required (if any) to be deposited to the subaccounts therein to satisfy the Reserve Requirements for the Common Reserve Bonds, as set forth in Section 5.03.

When the total amount on deposit in the Bond Fund shall equal the total amount of principal and interest for all Parity Bonds then Outstanding to the last maturity thereof, no further payment need be made into the Bond Fund and the amounts in the Reserve Account shall be deposited in the Principal and Interest Account to be applied against the last Parity Bonds Outstanding.

(b) *Failure to Make Payments Into the Bond Fund.* If the City fails to set aside and pay into the Bond Fund the amounts set forth above, or fails to pay the principal of and interest on the Bonds when due, in accordance with this ordinance, the owner of any of the Outstanding

Parity Bonds may bring action against the City to compel the setting aside and payment of the amounts required.

(c) *Investment of Money in Bond Fund.* Money in the Bond Fund shall, to the fullest extent practicable and reasonable, be invested and reinvested at the direction of the Finance Director solely in, and obligations deposited in such accounts shall consist of, Permitted Investments. Earnings on money and investments in the Principal and Interest Account shall be deposited in and used for the purposes of that fund. Earnings on money and investments in the Reserve Account (and the subaccounts therein) shall be retained in such account or subaccount and credited against amounts required to be deposited therein until the applicable Reserve Requirement is met, and thereafter such earnings shall be deposited in the Principal and Interest Account. In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of and/or interest on the Bonds be invested at a yield or used in any manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Any earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a Rebate Account as described in Section 7.02.

ARTICLE 6

USE OF BOND PROCEEDS; REFUNDING PLAN

Section 6.01 Disposition and Use of Bond Proceeds.

(a) *Project Fund Deposit.* On the Issue Date, the proceeds of the Bonds that are allocated to the financing of the Plan of Additions shall be deposited in the appropriate accounts of the Electric Utility Fund designated by the Finance Director to pay costs of carrying out the Plan of Additions. If required and as determined by the Designated Representative, proceeds of a Series of the Bonds may be deposited in the Reserve Account (or a Reserve Subaccount for that Series) and/or used to purchase a Reserve Security to satisfy the Reserve Requirement for that Series of the Bonds.

(b) *Refunding Proceeds.* On the Issue Date, the proceeds of the Bonds allocated to the Refunding Plan shall be deposited with the Refunding Trustee in accordance with Section 6.02.

(c) *Costs of Issuance.* Bond proceeds to be used to pay costs of issuance may be deposited with the Refunding Trustee or may be held in such accounts within the City as the Finance Director may determine pending their use to pay costs of issuance.

Section 6.02 Refunding of Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized and directed to appoint a financial institution to serve as Refunding Trustee and to perform the duties of Refunding Trustee under this ordinance.

(b) *Use of Bond Proceeds for Refunding Plan; Acquisition of Acquired Obligations.* On the Issue Date, proceeds of the sale of the Bonds, together with the City Contribution, if any, shall be deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such

interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee and not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Principal and Interest Account to pay interest on the relevant Series of the Bonds on the next upcoming interest payment date.

(c) *Substitution of Acquired Obligations.* The City reserves the right at any time to substitute cash or other direct, noncallable obligations of the United States of America (“Substitute Obligations”) for any of the Acquired Obligations if the City obtains: (1) an opinion of Bond Counsel to the effect that the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code; and (2) a verification by a nationally recognized independent certified public accounting firm that such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful purpose.

(d) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized and directed to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with carrying out the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee, in accordance with the Refunding Trust Agreement.

(e) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on the Redemption Date at par, plus accrued interest. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the Refunded Bond Ordinance, and to take all other actions necessary to effect the redemption of the Refunded Bonds on their applicable Redemption Dates.

Section 6.03 Parameters for Approving the Refunding; Minimum Savings. Prior to approving the Bond Sale Terms for the Bonds allocable to the Refunding Plan, the Designated

Representative must determine that conditions set forth in item (i)(3) of the parameters set forth in Exhibit A have been (or as of the Issue Date will have been) met or satisfied.

ARTICLE 7 BOND COVENANTS; FUTURE PARITY BONDS

Section 7.01 Bond Covenants. The City covenants and agrees with the Owner of each Bond at any time Outstanding, as follows:

(a) It will establish, maintain and collect rates and charges sufficient to meet the Coverage Requirement.

(b) It will at all times maintain and keep the Electric Utility in good repair, working order and condition, and also will at all times operate that utility, and the business in connection therewith, in an efficient manner and at a reasonable cost.

(c) It will not sell, lease, mortgage, or in any manner encumber or dispose of all, or substantially all, of the property of the Electric Utility unless provision is made for the payment into the Bond Fund of sums sufficient to pay the principal of and interest on the Parity Bonds then Outstanding. Furthermore, it will not sell, lease, mortgage, or in any manner encumber or dispose of, in any year, more than 5% of the property of the Electric Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of the total amount of the proceeds of such sales, leases, mortgages, encumbrances or dispositions. Any such money so paid into the Bond Fund shall be used to retire the Parity Bonds then Outstanding at the earliest possible date. In addition, it will not contract with another entity operating an electric utility to surrender any substantial territory which the Electric Utility serves or plans to serve with electricity without replacing the Gross Revenue received, or expected to be received, from that territory with revenue from another source or other equivalent compensation.

(d) It will, while any of the Bonds remain Outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Electric Utility, and it will furnish, at the written request of the owners of \$1,000,000 in Outstanding principal amount of the Bonds, complete operating and income statements of the Electric Utility in reasonable detail covering any calendar year not more than 90 days after the close of such calendar year. Upon request of any owner or owners of any of the Bonds, it will also furnish to such owner or owners a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(e) Except to aid the poor and infirm consistent with the state constitution, it will not furnish municipal electric service to any customer (including the City) whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

(f) It will carry the type of insurance on its Electric Utility property in the amounts normally carried by private electric utility companies engaged in the operation of electric utility systems, or in the alternative, it may self-insure or, through an association of other municipalities, insure such property in similar amounts. The cost of such insurance or self-insurance shall be considered part of Operation and Maintenance Expenses of the Electric Utility.

(g) It will pay, out of Gross Revenue, all Operation and Maintenance Expenses and the debt service requirements of the Parity Bonds, and will otherwise meet the obligations of the City as herein set forth.

(h) It will not permit or enter into any obligation which is to have a prior or equal claim or lien on the Net Revenue of the Electric Utility except as permitted in Section 7.05 of this ordinance and in compliance with the Parity Bond Test.

Section 7.02 Rebate Account. The Finance Director is authorized to establish and maintain a special fund or account for the purpose of complying with the covenants set forth in Section 8.01(a) relating to arbitrage rebate requirements. All earnings from the investment of Tax-Exempt Bond proceeds, or money treated as Tax-Exempt Bond proceeds under the Code, including money in the Common Reserve Subaccount and allocated to a Tax-Exempt Series of Bonds, in excess of the earnings invested at the yield on such Bonds determined under the Code, shall be deposited in such fund or account, and any earnings therefrom shall be retained therein until required by the Code to be paid to the United States government or until it shall be determined that such money is not required to be so paid. Such fund or account shall be a trust fund established for the benefit of the United States government.

Section 7.03 Rate Stabilization Account. The Finance Director may, at any time consistent with the flow of funds set forth in Section 5.02 of this ordinance, deposit Net Revenue (and any other available money of the City, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account. The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Adjusted Net Revenue for the current Fiscal Year, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year may not exceed an amount equal to the total debt service of the Electric Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Adjusted Net Revenue. Earnings from investments in the Rate Stabilization Account shall be retained in that account and shall not be included as Net Revenue unless and until withdrawn from that account as provided herein. The City may deposit earnings from investments in the Rate Stabilization Account into any Electric Utility fund or account as authorized by ordinance, and such deposits shall be included as Adjusted Net Revenue in the year of deposit. No deposit of Net Revenue shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.

Section 7.04 Contract Resource Obligations. The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed, of electric energy supply, transmission or other commodity or service relating to the Electric Utility. The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that electric energy supply or transmission or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at

the time such a Contract Resource Obligation is entered into or is deemed to be a Contract Resource Obligation hereunder:

(a) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Electric Utility; and

(b) There shall be on file a certificate of an independent licensed professional engineer or engineering firm stating that in his, her or its professional opinion:

(1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered;

(2) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from an electric energy or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and

(3) the Net Revenue of the Electric Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue: (i) takes into account the adjustments to Gross Revenue permitted under the Parity Bond Test; and (ii) adjusts the Operation of Maintenance Expenses by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service relating to the Electric Utility from existing facilities and from treating those payments as Operation and Maintenance Expenses. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Electric Utility subordinate to that of the Parity Bonds.

Section 7.05 Future Parity Bonds; Subordinate Bonds. The City covenants with the owner of each of the Bonds for as long as any of the same are Outstanding that it will not create any special fund or funds for the payment of the principal of and interest on any additional electric revenue bonds or incur any other obligation that will have any priority over the payments that are required by this ordinance to be made into the Bond Fund out of the Net Revenue. With respect to Future Parity Bonds, the City covenants that it will issue Future Parity Bonds only if the Parity Bond Test is met and complied with at the time of issuance of such Future Parity Bonds. If the Parity Bond Test is met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the ordinances authorizing the issuance of Outstanding Parity Bonds and this ordinance. Nothing in this ordinance shall prevent the City from issuing Subordinate Bonds.

ARTICLE 8
FEDERAL TAX AND DISCLOSURE MATTERS.

Section 8.01 Federal Tax Matters. For each Series of the Bonds, the City's Designated Representative shall determine whether such Series is to be issued as Tax-Exempt Bonds, Tax Credit Subsidy Bonds or Taxable Bonds, and may approve such additional terms and covenants relating to federal tax matters as the Designated Representative deems necessary or appropriate, including the following:

(a) *Tax-Exempt Bonds.* For each Series of the Bonds issued as Tax-Exempt Bonds, the City covenants that it will take all actions that are reasonably within its power and necessary to prevent interest on that Series from being included in gross income for federal income tax purposes. The City further covenants that it will neither take any action nor make or permit any use of gross proceeds of that Series (or other funds of the City treated as gross proceeds of that Series) at any time during the term of such Series that will cause interest on such Series to be included in gross income for federal income tax purposes. The City also covenants that, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to any Series issued as Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with that Series (including the calculation and payment of any penalties that the City may elect to pay as an alternative to calculating rebatable arbitrage and the payment of any other penalties if required under Section 148 of the Code) to prevent interest on such Series from being included in gross income for federal income tax purposes.

(b) *Taxable Bonds; Tax Credit Subsidy Bonds.* For each Series of the Bonds issued as Taxable bonds or as Tax Credit Subsidy Bonds, if any, the Designated Representative is authorized to make provision in the Bonds and related documents, to execute additional written agreements, and to make additional covenants on behalf of the City, all as he or she may deem necessary or appropriate in order to obtain, maintain, and administer such tax status. In the case of Tax Credit Subsidy Bonds, such additional covenants and agreement may include (without limiting the generality of the foregoing) those necessary in order for the City: (i) to receive from the United States Treasury the applicable Tax Credit Subsidy Payments in respect of such Tax Credit Subsidy Bonds; and (ii) to ensure that such Series otherwise become and remain eligible for tax benefits under the Code.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 8.02 Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement.* The Designated Representative and other appropriate City officials are directed to cause the preparation of and review the form of a preliminary Official Statement in connection with each sale of one or more Series to the public. For the sole purpose of an underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by

Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been deemed final in accordance with this subsection.

(b) *Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Agreement to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds (the “Continuing Disclosure Agreement”) in substantially the form attached as Exhibit D.

ARTICLE 9 AMENDMENTS; DEFAULTS AND REMEDIES

Section 9.01 Amendatory Ordinances. This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section. Ordinances authorizing the issuance of Future Parity Bonds shall not be deemed to be supplemental or amendatory ordinances described in this section.

(a) *Amendments Not Requiring Consent.* The City may from time to time and at any time, without the consent of or notice to the Registered Owners of the Parity Bonds at the time Outstanding, pass amendatory ordinances as set forth below. Before the City shall pass any such amendatory ordinance pursuant to this subsection (b), there shall have been delivered to the City an opinion of Bond Counsel, stating that such amendatory ordinance is authorized or permitted by this ordinance and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on any Parity Bonds issued as tax-exempt bonds.

(1) to cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the Owner of any Parity Bond;

(2) to impose upon the Bond Registrar (with its consent) for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and to subject to any claim, lien or pledge created or to be created by, this ordinance any other money, securities or funds;

(5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Outstanding Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; and

(6) to modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the Owners of the Parity Bonds at the time Outstanding, and which does not involve a change described in subsection (c) of this section.

(b) *Amendments Requiring Supermajority Consent.* In addition to an amendatory ordinance passed pursuant to subsection (b) above, the Registered Owners of not less than 60% in aggregate principal amount of Parity Bonds then Outstanding shall have the right from time to time to consent to and approve the passage by the City of any amendatory ordinance deemed necessary or desirable by the City Council for the purpose of amending or supplementing, in any particular, any of the terms or provisions contained in this ordinance, as follows:

(1) Prior to passage of the proposed amendatory ordinance, the City shall cause notice of the proposed amendatory ordinance to be given by first class United States mail to all Registered Owners of the Parity Bonds then Outstanding, to any Bond Insurer providing a bond insurance policy then in effect with respect to an issue of Parity Bonds, to the extent required under such policy, and each Rating Agency. Such notice shall briefly set forth the nature of the proposed amendatory ordinance and shall state that a copy thereof is on file at the office of the City Clerk for inspection by all Registered Owners of the Outstanding Bonds.

(2) Within two years after the date of the mailing of such notice, the City may pass such amendatory ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners of the Bonds, and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of the interest on the Bonds.

(3) If Registered Owners of not less than 60% of Parity Bonds then Outstanding have consented to the passage of the amendatory ordinance as herein provided, no owner of the Bonds shall have any right to object to the passage of such amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from passing the same or from taking any action pursuant thereto.

(c) *Amendments Requiring Unanimous Consent.* Nothing contained in this section shall permit, or be construed as permitting, except upon consent of all of the Registered Owners of the Parity Bonds then Outstanding: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Parity Bond then Outstanding, or a reduction in the principal amount or redemption price of any Parity Bond then Outstanding, or a change in the method of redemption or redemption price of any Parity Bond then Outstanding, or a change in the method of determining the rate of interest thereon; (ii) a preference or priority of any bond or bonds over any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds.

(d) *Effect of Amendment.* Upon the passage of any amendatory ordinance pursuant to the provisions of this section, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such amendments.

Section 9.02 Defaults and Remedies. *The following Section 9.02 shall go into effect as of the First Parity Covenant Date:*

(a) *Events of Default. The following shall constitute “Events of Default” with respect to the Bonds:*

(1) *If a default is made in the payment of the principal of or interest on any of the Bonds when the same shall become due and payable; or*

(2) *If the City defaults in the observance and performance of any other of the covenants, conditions and agreements on the part of the City set forth in this ordinance or any covenants, conditions or agreements on the part of the City contained in any Parity Bond authorizing ordinance and such default or defaults have continued for a period of six months after they have received from the Bondowners’ Trustee (as defined below) or from the registered owners of not less than 25% in principal amount of the Parity Bonds, a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six months after written notice has been given, it shall not be an Event of Default with respect to the Bonds as long as the City has taken active steps within 90 days after written notice has been given to remedy the default and is diligently pursuing such remedy.*

(3) *If the City files a petition in bankruptcy or is placed in receivership under any state or federal bankruptcy or insolvency law.*

(b) *Bondowners’ Trustee. So long as such Event of Default has not been remedied, a bondowners’ trustee (the “Bondowners’ Trustee”) may be appointed by the registered owners of 25% in principal amount of the Parity Bonds then outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Parity Bonds or by their attorneys-in-fact duly authorized and delivered to such Bondowners’ Trustee, notification thereof being given to the City. That appointment shall become effective immediately upon acceptance thereof by the Bondowners’ Trustee. Any Bondowners’ Trustee appointed under the provisions of this section shall be a bank or trust company organized under the laws of*

the State of Washington or the State of New York or a national banking association. The bank or trust company acting as Bondowners' Trustee may be removed at any time, and a successor Bondowners' Trustee may be appointed, by the registered owners of a majority in principal amount of the Parity Bonds, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Bonds or by their attorneys-in-fact duly authorized. The Bondowners' Trustee may require such security and indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in the performance of its duties. If any Event of Default is, in the sole judgment of the Bondowners' Trustee, cured and the Bondowners' Trustee furnishes to the City a certificate so stating, that Event of Default shall be conclusively deemed to be cured and the City, the Bondowners' Trustee and the registered owners of the Parity Bonds shall be restored to the same rights and position which they would have held if no Event of Default had occurred. The Bondowners' Trustee appointed in the manner herein provided, and each successor thereto, is declared to be a trustee for the registered owners of all the Parity Bonds and is empowered to exercise all the rights and powers herein conferred on the Bondowners' Trustee.

(c) Suits at Law or in Equity. Upon the happening of an Event of Default and during the continuance thereof, the Bondowners' Trustee may (and, upon the written request of the registered owners of not less than 25% in principal amount of the Parity Bonds outstanding, must) take such steps and institute such suits, actions or other proceedings, all as it may deem appropriate for the protection and enforcement of the rights of the registered owners of the Parity Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate relief, and may enforce the specific performance of any covenant, agreement or condition contained in this ordinance or in any of the Parity Bonds. Any action, suit or other proceedings instituted by the Bondowners' Trustee hereunder shall be brought in its name as trustee for the owners of the Parity Bonds and all such rights of action upon or under any of the Parity Bonds or the provisions of this ordinance may be enforced by the Bondowners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bondowners' Trustee shall be brought for the ratable benefit of all of the owners of those Parity Bonds, subject to the provisions of this ordinance. The respective owners of the Parity Bonds, by taking and holding the same, shall be conclusively deemed irrevocably to appoint the Bondowners' Trustee the true and lawful trustee of the respective owners of those Parity Bonds, with authority to institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the registered owner himself or herself might have done in person. Nothing herein shall be deemed to authorize or empower the Bondowners' Trustee to consent to accept or adopt, on behalf of any registered owner of the Parity Bonds, any plan of reorganization or adjustment affecting the Parity Bonds or any right of any registered owner thereof, or to authorize or empower the Bondowners' Trustee to vote the claims of the registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding to which the City is a party.

(d) No Acceleration. Nothing contained in this section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of principal on the Parity Bonds, and the remedy of acceleration is expressly denied to the owners of the Parity Bonds

under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.

(e) *Application of Money Collected by Bondowners' Trustee. Any money collected by the Bondowners' Trustee at any time pursuant to this section shall be applied in the following order of priority:*

(1) *First, to the payment of the charges, expenses, advances and compensation of the Bondowners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys.*

(2) *Second, to the payment to the persons entitled thereto of all installments of interest then due on the Parity Bonds in the order of maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference.*

(3) *Third, to the payment to the persons entitled thereto of the unpaid principal amounts of any Parity Bonds which shall have become due (other than Parity Bonds previously called for redemption for the payment of which money is held pursuant to the provisions hereto), whether at maturity or by proceedings for redemption or otherwise, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal amounts due on the same date, then to the payment thereof ratably, according to the principal amounts due thereon to the persons entitled thereto, without any discrimination or preference.*

(f) *Duties and Obligations of Bondowners' Trustee. The Bondowners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. During an Event of Default, the Bondowners' Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Bondowners' Trustee shall have no liability for any act or omission to act hereunder except for the Bondowners' Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Bondowners' Trustee shall be determined solely by the express provisions of this ordinance, and no implied powers, duties or obligations of the Bondowners' Trustee shall be read into this ordinance. The Bondowners' Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Bondowners' Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct. The Bondowners' Trustee shall not be bound to recognize any person as a registered owner of any Bond until his or her title thereto, if disputed, has been established to its reasonable satisfaction. The Bondowners' Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Bondowners' Trustee shall not be answerable for any neglect or default of any person, firm or corporation employed and selected by it with reasonable care.*

(g) Suits by Individual Bondowners Restricted. *Neither the registered owner nor the beneficial owner of any one or more of Parity Bonds shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of same unless:*

- (1) an Event of Default has happened and is continuing; and*
- (2) a Bondowners' Trustee has been appointed; and*
- (3) such owner previously shall have given to the Bondowners' Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted; and*
- (4) the registered owners of 25% in principal amount of the then outstanding Parity Bonds have made, after the occurrence of such Event of Default, written request of the Bondowners' Trustee and have afforded the Bondowners' Trustee a reasonable opportunity to institute such suit, action or proceeding; and*
- (5) there have been offered to the Bondowners' Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and*
- (6) the Bondowners' Trustee has refused or neglected to comply with such request within a reasonable time.*

No registered owner or beneficial owner of any Parity Bond shall have any right in any manner whatever by his or her action to affect or impair the obligation of the City to pay from the Net Revenue the principal of and interest on such Parity Bonds to the respective owners thereof when due.

ARTICLE 10 MISCELLANEOUS

Section 10.01 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include: (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account") money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and (except as hereinafter provided) in the Net Revenue of the Electric Utility, funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account and, if funds in the trust account are not available for such payment, shall have the residual right to receive payment of the principal of and interest on the defeased Bonds from the Net Revenue of the Electric Utility without any priority of lien or charge against that revenue or covenants with respect thereto except to be paid therefrom. After the establishing and full funding of such a trust account, the City may then apply any money in any other fund or account established for the

payment or redemption of the defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then Outstanding.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

If the refunding or defeasance plan provides that the defeased Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably for the prior redemption of the defeased Bonds included in that refunding plan, then only the debt service on the Bonds which are not defeased Bonds and the refunding bonds, the payment of which is not so secured by the refunding plan, shall be included in the computation of the Coverage Requirement for the issuance of Future Parity Bonds and the annual computation of coverage for determining compliance with the rate covenants.

Section 10.02 Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of Bonds by negotiated sale, direct placement or competitive sale, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials, staff, municipal advisors, Bond Counsel and other advisors. In determining the method of sale and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Direct Placement.* If the Designated Representative determines that a Series of Bonds is to be sold by negotiated sale or direct placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute and deliver the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall accept bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and to accept the winning bidder's offer to purchase the Bonds with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate consistent with the terms of this ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative

deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 10.03 General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 10.04 Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10.05 Effective Date of Ordinance. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ of _____, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____
Second Reading: _____
Date Published: _____

Exhibit A - PARAMETERS FOR BOND SALE TERMS

- (a) Principal Amount. The maximum aggregate principal amount of Bonds of all Series authorized by this ordinance shall not exceed \$23,000,000.
- (b) Date or Dates. Each Bond shall be dated its Issue Date, as determined by the Designated Representative, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest from its Issue Date or from the most recent date to which interest has been paid or duly provided, whichever is later, unless otherwise provided in the Bond Purchase Agreement and the Bonds. Each Series of the Bonds shall bear interest at one or more fixed interest rates. The true interest cost for any fixed rate Series may not exceed a rate of 5.50% per annum.
- (e) Payment Dates. Interest shall be payable on dates acceptable to the Designated Representative, which shall include payment at the maturity of each Bond, on any mandatory redemption date for Term Bonds, and on any other redemption date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity and in mandatory redemption installments for Term Bonds on dates acceptable to the Designated Representative.
- (f) Maturities; Final Maturity. The final maturity of the Bonds allocated to the Plan of Additions shall mature no later than the next annual principal payment date occurring 31 years after their Issue Date. The final maturity of the Bonds allocated to the Refunding Plan may not be later than twelve months after the date of final maturity of the Refunded Bonds.
- (g) Redemption Prior to Maturity. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. The Designated Representative may designate any Bond as subject to optional redemption prior to its maturity. Any Bond that is subject to optional redemption prior to maturity must be callable on at least one or more date(s) occurring not more than 10½ years after the Issue Date, consistent with Section 4.02(a).
 - (2) Mandatory Redemption. The Designated Representative may designate any Bond as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in principal payment amounts set forth in mandatory redemption payments, consistent with Section 4.02(b).

- (3) Extraordinary Redemption. The Designated Representative may designate any Bond as subject to extraordinary optional redemption or extraordinary mandatory redemption upon the occurrence of an extraordinary event, as such event or events may be set forth in the Bond Purchase Agreement and related documents, consistent with Section 4.02(c).
- (h) Price. The purchase price for any Series of Bonds may not be less than 98% or more than 135% of the stated principal amount of that Series.
- (i) Other Terms and Conditions.
- (1) Expected Life of Capital Facilities. As of the Issue Date of each Series, the Designated Representative must find to his or her satisfaction that the average expected life of the capital facilities to be financed with the proceeds (or allocable share of proceeds) of that Series must exceed the weighted average maturity of such Series (or share thereof allocated to financing those capital facilities).
- (2) Satisfaction of Parity Bond Test. The Designated Representative must determine that the Parity Bond Test has been met or satisfied by the Issue Date.
- (3) Refunding Conditions. The Designated Representative shall select the Refunded Bonds from among the Refunding Candidates. The Designated Representative must find that:
- (a) The net present value savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds allocable to the Refunding Plan and the principal and interest cost over the life of the Refunded Bonds, but for such refunding) shall be not less than 0.0%. In making such determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the Bonds pending redemption of the Refunded Bonds.
- (b) The Refunding Plan will provide sufficient funds to discharge and satisfy the obligations of the City with respect to the Refunded Bonds under the Refunded Bond Ordinance. In making such determination, the Designated Representative may rely upon a certification or verification by a nationally recognized independent certified public accounting firm or a certification provided by the City's municipal advisor.
- (4) Additional Credit Enhancement, Terms, Conditions and Agreements. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement or for the purchase of a Reserve Security; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Exhibit B – PARITY BOND TEST

The following conditions must be satisfied at the time of issuance of any Future Parity Bonds:

(a) There may be no deficiency in the Principal and Interest Account, in any subaccount within the Reserve Account (or the subaccounts therein), or in any other account required to be funded within the Bond Fund.

(b) The ordinance authorizing any Future Parity Bonds must determine whether such Future Parity Bonds will be designated as Common Reserve Bonds, set the Reserve Requirement (which may be zero) for such Future Parity Bonds, and provide for the satisfaction of that Reserve Requirement.

(c) The City must have on file with the City Clerk either:

(1) a certificate of the Finance Director of the City, supported by the Electric Utility financial statements, demonstrating that the Adjusted Net Revenue of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued; or

(2) a certificate from an independent licensed professional engineer or engineering firm showing that in his, her or its professional opinion the Adjusted Net Revenue of the Electric Utility, which will be available in each succeeding year for the payment of principal of and interest on all Parity Bonds then Outstanding and the Future Parity Bonds, will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued. Computation of estimated future Adjusted Net Revenue of the Electric Utility shall be based upon income and expense statements of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds, plus additional adjustments, which may reflect:

(i) any current changes in Net Revenue of the Electric Utility for the base period which would have occurred if the schedule of rates and charges in effect at the time of the computation (or approved by the City Council as of the time of such computation and to become effective within 30 days thereof) had been in effect during the portion of the period in which such schedule was not in effect;

(ii) a full twelve months of revenue from any customers of the Electric Utility added prior to the computation date;

(iii) the loss of customers since that period;

(iv) any changes in Net Revenue of the Electric Utility estimated to be received as a result of, and upon completion of, any facilities under construction or to be acquired, constructed or installed as a part of the Electric Utility which are not reflected fully in the base period statement; and

(v) Annualized net revenue from the improvements to be financed from the proceeds of the proposed Future Parity Bonds.

(d) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding any Parity Bonds then Outstanding, the certificate referred to in paragraph (c), above, shall not be required, so long as the Maximum Annual Debt Service for the proposed Future Parity Bonds is less than the Maximum Annual Debt Service for the Parity Bonds to be refunded, and the final maturity of the proposed Future Parity Bonds is not extended beyond the final maturity of the Parity Bonds to be refunded.

Prior: Ordinance No. 06-13, Section 8.01
Ordinance No. 46-15, Exhibit B
Ordinance No. 08-18, Exhibit B
Ordinance No. 54-19, Exhibit B
Ordinance No. 30-21, Exhibit B

Exhibit C - DESCRIPTION OF PLAN OF ADDITIONS

The Plan of Additions consists of those planned additions and betterments to and extensions of the Electric Utility consist of those Electric Utility projects set forth in the City's 2023-2028 Capital Improvement Plan approved as part of the 2023 budget by Ordinance No. 2022-39, passed on November 15, 2022, as such plan may be amended from time to time.

A summary of the capital expenditures expected to be financed, in whole or in part, with proceeds of the Bonds is as follows:

- 2023 City View Bank 2 Substation Addition
- 2023 Renewal and Replacement Infrastructure Projects
- 2024 Stevens Bank 1 Substation Replacement
- 2024 Thayer Bank 1 Substation Replacement
- 2024 Renewal and Replacement Infrastructure Projects

Exhibit D
[Form of]
CONTINUING DISCLOSURE AGREEMENT

City of Richland, Washington
Electric Revenue Improvement and Refunding Bonds, 2023

For the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City of Richland, Washington (the “City”), makes the following written undertaking for the benefit of holders of the Owners of the City’s Electric Revenue Improvement and Refunding Bonds, 2023 (the “Bonds”).

Capitalized terms used but not defined below shall have the meanings given in Ordinance No. _____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the Municipal Securities Rulemaking Board (the “MSRB”), in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“Annual Financial Information”). If audited financial statements are unavailable, the timely filing of unaudited financial statements shall satisfy the requirements and filing deadlines set forth in subsection (b), and the City agrees to file audited financial statements if and when they are otherwise prepared and available to the City.
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation (as such term is defined below) of the City, any of which reflect financial difficulties; and (16) incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the City, any of which affect security holders.

“Financial Obligation” means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 and the issuer thereof has entered into a continuing disclosure undertaking for such municipal securities.

- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the dates specified in paragraph (b) below.

(b) Type of Annual Financial Information Undertaken to be Provided.

- (i) The annual financial information that the City undertakes to provide in paragraph (a) shall consist of: (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, however, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of the total amount of outstanding Parity Bonds, (3) debt service coverage ratios, and (4) general customer statistics for the Electric Utility.
[Subject to revision to conform to the information to be provided in the Official Statement.]

- (ii) The Annual Financial Information shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a fiscal year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City’s Fiscal Year ending December 31, 2023.

- (iii) The Annual Financial Information may be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Continuing Disclosure Agreement. This Continuing Disclosure Agreement is subject to amendment after the primary offering of the Bonds without the consent of any Owner or holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12, including: (i) the amendment may only be made in

connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted; (ii) the undertaking, as amended, would have complied with the requirements of the rule at the time of the primary offering, after taking into account any amendments or interpretations of the rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (e.g., bond counsel or other counsel familiar with federal securities laws), or by approving vote of bondholders pursuant to the terms of the Bond Ordinance at the time of the amendment.

The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to this Continuing Disclosure Agreement and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Continuing Disclosure Agreement shall inure to the benefit of the City and the Beneficial Owner of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Continuing Disclosure Agreement. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. In addition, the City's obligations under this Continuing Disclosure Agreement shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Continuing Disclosure Agreement become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel familiar with federal securities laws delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Continuing Disclosure Agreement. As soon as practicable after the City learns of any material failure to comply with this Continuing Disclosure Agreement, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Continuing Disclosure Agreement shall constitute a default in respect of the Bonds. The sole remedy of any Owner of a Bond shall be to take such actions as that Owner deems necessary, including seeking an order of specific performance from an appropriate court, to compel the City or other obligated person to comply with this Continuing Disclosure Agreement.

(g) Designation of Official Responsible to Administer Continuing Disclosure Agreement. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Continuing Disclosure Agreement of the City in respect of the Bonds set forth in this section and in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining

from such person an Continuing Disclosure Agreement to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

- (iv) Selecting, engaging and compensating designated agents and consultants, including municipal advisors and legal counsel, to assist and advise the City in carrying out this Continuing Disclosure Agreement; and
- (v) Effecting any necessary amendment of this Continuing Disclosure Agreement.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. 2023-06 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on _____, 2023, as that ordinance appears on the minute book of the City.

2. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2023.

CITY OF RICHLAND, WASHINGTON

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Ordinances - First Reading

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Subject:

Amended Ordinance No. 29-21, Approving The Links Residence at Horn Rapids Planned Unit Development

Department/Office
City Attorney

Ordinance/Resolution Number:
29-21 (Amended)

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Amended Ordinance No. 29-21, removing the temporal element of an existing condition precedent from the City's approval of The Links Residence at Horn Rapids PUD.

Summary:

On October 19, 2021, through passage of Ordinance No. 29-21, Richland City Council approved The Links Residence at Horn Rapids planned unit development (PUD) submitted by HJBT Properties, LLC. The development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

Ordinance No. 29-21 included a time-sensitive condition precedent regarding recordation of a duly executed Property Use and Development Agreement (PUDA). Based on the plain language of Ordinance No. 29-21, the PUDA was required to be recorded with the Benton County Auditor's Office within 90 days of passage of the ordinance. Due to administrative oversight, the PUDA was not timely recorded.

Amended Ordinance No. 29-21 removes the temporal element from the condition precedent so that the PUDA may now be recorded. No substantive provisions of Ordinance No. 29-21 are modified by this amendatory action, and all conditions of approval, use restrictions and development obligations imposed by Ordinance No. 29-21 remain in force and effect.

Fiscal Impact: None.

Attachments:

I. Amended Ordinance No. 29-21

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

****AMENDED****
ORDINANCE NO. 29-21

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Section Map Nos. 4 and 10 so as to change the zoning designation of approximately 7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005 from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development and preliminary PUD plan approval, contingent upon the recording of a duly executed, delivered, and accepted Property Use and Development Agreement.

Re: The Links Residence at Horn Rapids

WHEREAS, on May 10, 2021, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a preliminary Planned Unit Development (PUD) application and a petition to change the zoning of the property hereafter described as submitted by HJBT Properties LLC ("Petitioner"); and

WHEREAS, Petitioner also filed with the City of Richland, as the reviewing agency, a SEPA checklist indicating the expected environmental impact anticipated by such zone change and preliminary PUD plan; and

WHEREAS, on May 3, 2021, the City of Richland Planning Department reviewed the required SEPA checklist, assessed the environmental impact expected from the proposed land use actions, and issued a Determination of Non-Significance (DNS) pursuant to Chapter 43.21c RCW, the State Environmental Policy Act (SEPA)(see EA 2020-133); and

WHEREAS, on August 16, 2017, the Richland Hearing Examiner recommended approval of the requested rezone and approval of the preliminary PUD plan, subject to numerous conditions; and

WHEREAS, the Richland City Council has considered the recommendations and reports submitted in the record, and all comments and arguments made to it at the open-record public hearing and reiterated at the closed-record public hearing.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated August 16, 2021, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 3. Contingent upon the recording, as provided in Section 6 hereof, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone and preliminary PUD plan approval of the property identified as The Links Residence at Horn Rapids, restricting the use and development of such property and providing for Planned Unit Development (PUD) of the approximate 7.27-acre site, more specifically described as follows:

7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005

such land is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are amended by amending Section Map Nos. 4 and 10, which are two (2) of a series of maps constituting the Official Zoning Map of the City of Richland, as shown on the attached Section Map Nos. 4 and 10 bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City of Richland.

Section 5. Upon receipt of a duly executed *Property Use and Development Agreement* as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Maps No. 4 and 10, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

Section 7. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 8. 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 9. 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 ____ day of _____, 2023.

Terry Christensen, Mayor

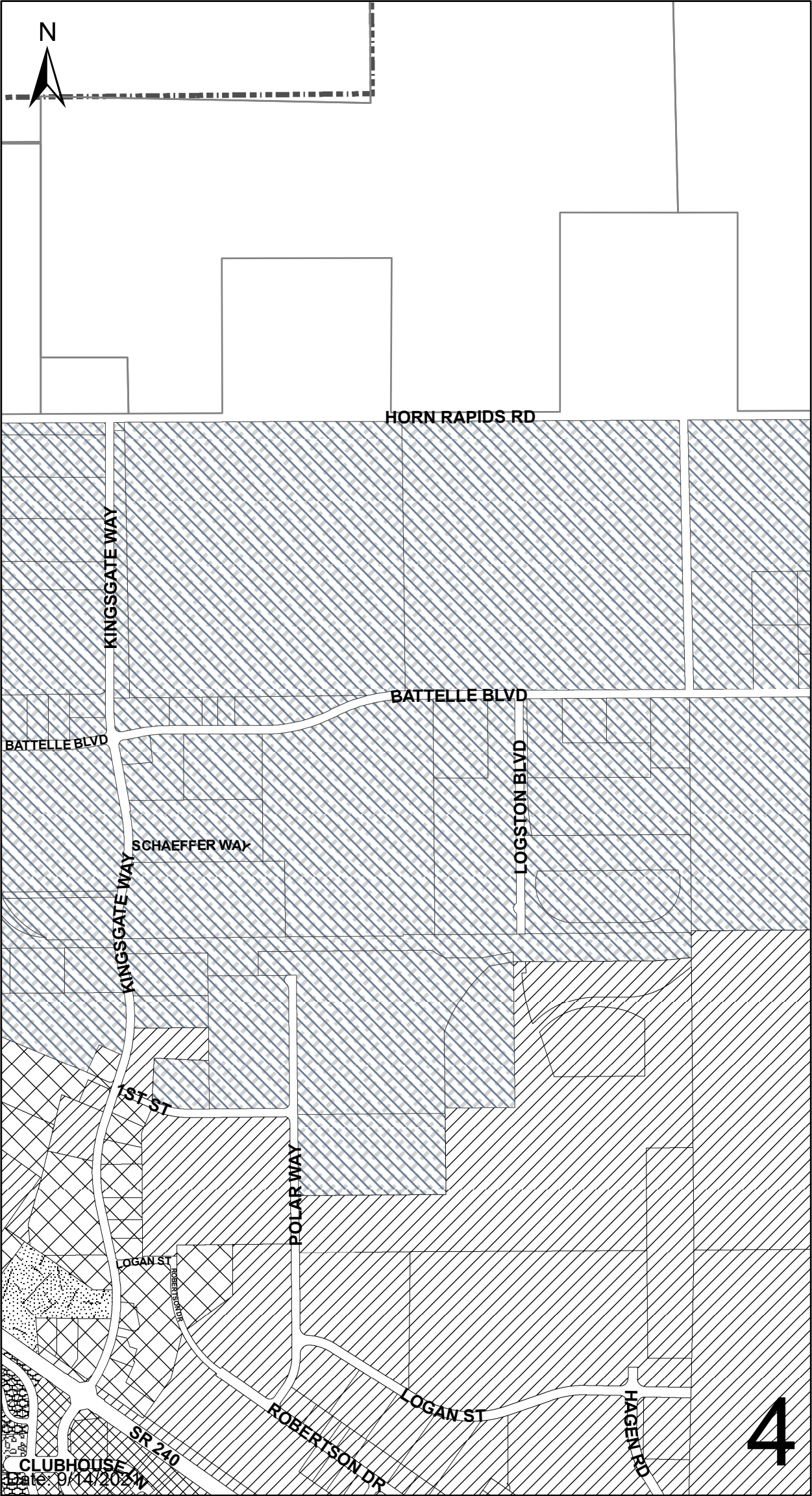
Attest:

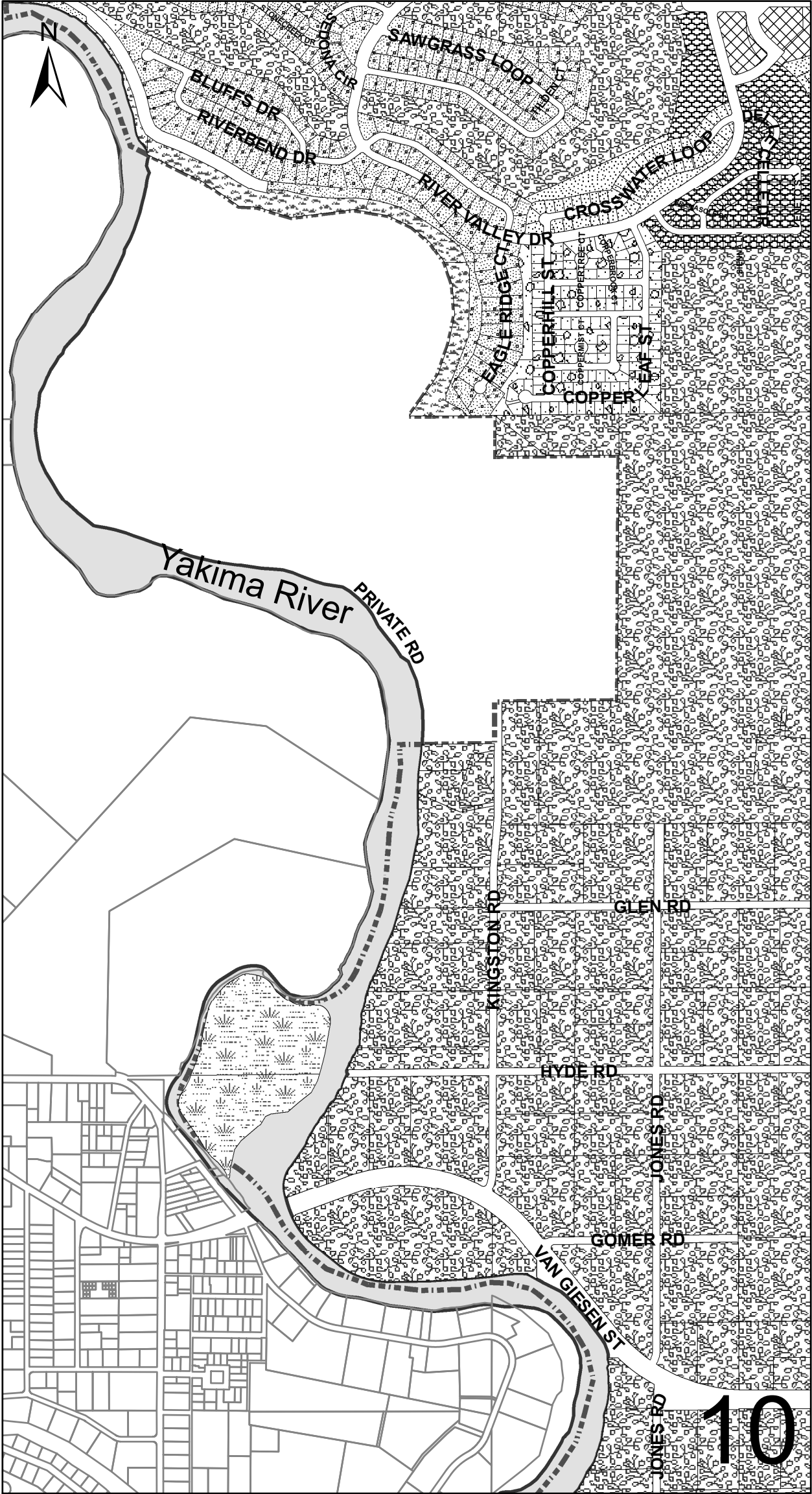
Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____
Second Reading: _____
Date Published: _____







**BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND**

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“THE LINKS RESIDENCE AT HORN RAPIDS”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

FILE NUMBER: PUD2021-101

APPLICANT: HJBT PROPERTIES
*(BRAD REW AND THERA REW, LISTED AS THE APPLICANTS ON THE SEPA
CHECKLIST, AND SERVED AS APPLICANT REPRESENTATIVES AT HEARING)*

APPLICATION: 54-UNIT PLANNED UNIT DEVELOPMENT (PUD) ON A 7.27-ACRE SITE

LOCATION: IN THE HORN RAPIDS COMMUNITY IN THE NORTH PART OF THE CITY OF
RICHLAND, ON A SITE GENERALLY ADDRESSED AS 2800 CLUBHOUSE LANE,
ALONG THE EASTERN BOUNDARY OF THE 18TH HOLE OF THE HORN RAPIDS
GOLF COURSE AND SOUTH OF THE EXISTING PRO SHOP.

PARCEL NUMBER: A PORTION OF BENTON COUNTY ASSESSOR PARCEL No. 128082000001005

REVIEW PROCESS: TYPE IIIA, PRELIMINARY PLANNED UNIT DEVELOPMENT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: AUGUST 16, 2021

I. CONTENTS OF RECORD.

All exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the Department, and may be examined or reviewed by contacting the City's public records officer.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "The Links Residence at Horn Rapids" – Planned Unit Development, File No. PUD2021-101, dated May 10, 2021 (25 pages);

***NOTE:** *Staff assembled the Staff Report and all exhibits received before the Staff Report was issued into a single .pdf file, which numbers 563 pages. Additional written comments and records were submitted after the Staff Report was issued and were transmitted to the Examiner for his consideration and review. These later records are also included in the record, but are not part of the same .pdf file. Where possible, and for the reader's convenience, the Examiner refers to specific documents by the page numbers where they can be found in the .pdf file.*

1. PUD Application Materials (.pdf pages 28-277);
2. Ord. No. 34-94 (.pdf pages 278-288);
3. Public Notices and affidavits confirming same (.pdf pages 289-296);
4. SEPA Determination of Non-Significance (DNS), and copy of the applicant's completed Environmental Checklist for the proposed PUD (.pdf pages 297-310);
5. Written comments, including those submitted after the Staff Report was issued but before the public hearing concluded (before Staff Report was issued, see .pdf pages 311-551; copies of all written comments offered after such time were transmitted to the Examiner and are maintained by the Department, and are available for review in electronic form). The Examiner's review of all written comments shows that the overwhelming majority of written comments support the pending application, with opposition coming in much smaller numbers, mostly from adjacent property owners with requests for modifications that would serve their personal interests; and
6. Golf Course Restrictive Covenant, deemed unenforceable by the City Attorney (.pdf pages 552-563; See letter to Mr. Rew from City staff explaining why covenant is unenforceable, on .pdf page 512; Testimony of Mr. Stevens; Staff Report, discussion on pages 9 and 10).

Testimony/Comments: The following persons were sworn and provided testimony under oath during the open-record hearing:

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Brad Rew, for the applicant, HJBT Properties, an entity formed by members of the Rew family, and one of the applicant's two representatives at the public hearing;
3. Thera Rew, for the applicant, HJBT Properties, and one of the applicant's two representatives at the public hearing;
4. Terrie Marshall, local resident, asserted that restrictive covenant protected all Horn Rapids property owners, runs with the land, and that R2 zoning concerns her, written comment on .pdf page 437;
5. Michele Stewart, local resident, lives on 6th home down Crosswater Loop just south of the proposed PUD, expressed concerns that applicant did not follow through on working with neighbors, concerns about losing golf course view, concerns about impacts on her property value;
6. Michele Rusk, an attorney with the Foster Garvey law firm, appeared to speak on behalf of several neighboring property owners, summarized arguments and comments provided in firm's letter already included in the record as part of Ex. 5 (.pdf pages 490-496), and another letter from the same firm dated May 8th, with 27 pages including attachments, added to Ex. 5, requested modifications to eliminate lots 19-32 that run along the part of the PUD closest to existing houses on Crosswater Loop, preserve the man-made pond, and create/preserve a view corridor to the golf course from homes along Crosswater Loop.
7. Steve Lorence, lives along Crosswater Loop, submitted numerous written comments and questions included as part of Ex. 5 generally opposing the proposal, emphasized the need to preserve the pond, says the fence is laughable, submitted a short video showing backyard views from some of the Crosswater Loop homes just south of the proposal;
8. Carol Libby, lives along Crosswater Loop, expressed concerns that the golf course frontage she purchased will be changed by this project, that 2-story homes will be close to her house, generally opposed new homes near her existing house, written comment letter included on .pdf page 417-418;
9. Laurie Baird, lives on Crosswater on other end, expressed concerns as to why the validity of the restrictive covenant was not discussed years ago, concerns with zoning, how the properties will be developed, parking;
10. Stew Stone, a former owner of Horn Rapids golf course, expressed concerns that intent of the restrictive covenant is not followed, noted that he was not opposed to development but feels that this proposal has too many units and that 40 units would be ok, asked that a development agreement be used to mandate that most funds derived from development on the site would be used for golf course redevelopment and the like, written comment letter dated May 7th with numerous attachments included as part of Ex. 5;
11. Steve Norton, local resident, lives in the Prestwick development, another part of the Horn Rapids community, is fully supportive of the project, written comment in support found on .pdf pages 451-452;
12. Tim McLain, Crosswater Loop resident, wants greenbelt to protect views, expressed concerns that he paid a premium for his golf course views and this project could impact his property value, requested modifications similar to those outlined by Ms. Rusk, written comment letter dated May 9th included as part of Ex. 5;
13. Tom Rickey, lives on Crosswater, but not a client of Ms. Rusk, noted that 900+ local residents like the proposal, and about 8 homeowners do not, and that those 8 owners bear

- the brunt of the project, so he wants to see some compromise, written comment found on .pdf page 477;
14. Louise Peters, lives in second home in on Crosswater, expressed concerns that proposal will impact her views onto the golf course, suggested that the applicant added units instead of lowering the total number after saying that compromise was possible, written comment appears on .pdf page 461;
 15. Eileen Griffin, local resident, Prestwick homeowner, but lives outside the 300-foot notice area, heard about project, she's a runner in the area, expressed general concerns about traffic, crowding where the pool and other activities are located, listed as Prestwick resident opposing the project on May 6th comment letter from group of Prestwick Homeowners, included as part of Ex. 5;
 16. Lucy Yang, lives along Crosswater abutting the proposal, expressed concerns that she would experience a financial loss if the project is built, asked for modifications including preservation of the pond, other protections for existing homeowners;
 17. Gary Varner, noted that traffic studies for the Horn Rapids community already assumed thousands of new homes, so no new study is needed, and that the ponds are not natural, noted that project should benefit the community.

II. APPLICABLE LAW.

Review Process: Under applicable provisions of the Richland Municipal Code (RMC), a preliminary planned unit development (PUD) application is subject to review as a Type IIIA procedure, where the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. (*RMC 19.20.010(D)(2)*).

Approval Criteria for PUD. After considering Staff's recommendation and all information included in the record from the open record hearing process, the Hearing Examiner is authorized to recommend to the city council that the Preliminary PUD application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

RMC 23.50.040(B).

Burden of Proof. The burden of proof rests with the applicant, and the application must be supported by a preponderance of evidence demonstrating that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. (*RMC 19.60.060; HEx Rules of Procedure, Sec. 3.08 Re: Burden of Proof*).

III. ISSUE PRESENTED.

Whether a preponderance of evidence in the record demonstrates that the applicant has met its burden to show that the pending application satisfies the City's criteria for preliminary PUD approval?

Short Answer: Yes.

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary PUD as set forth below.

IV. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying PUD application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

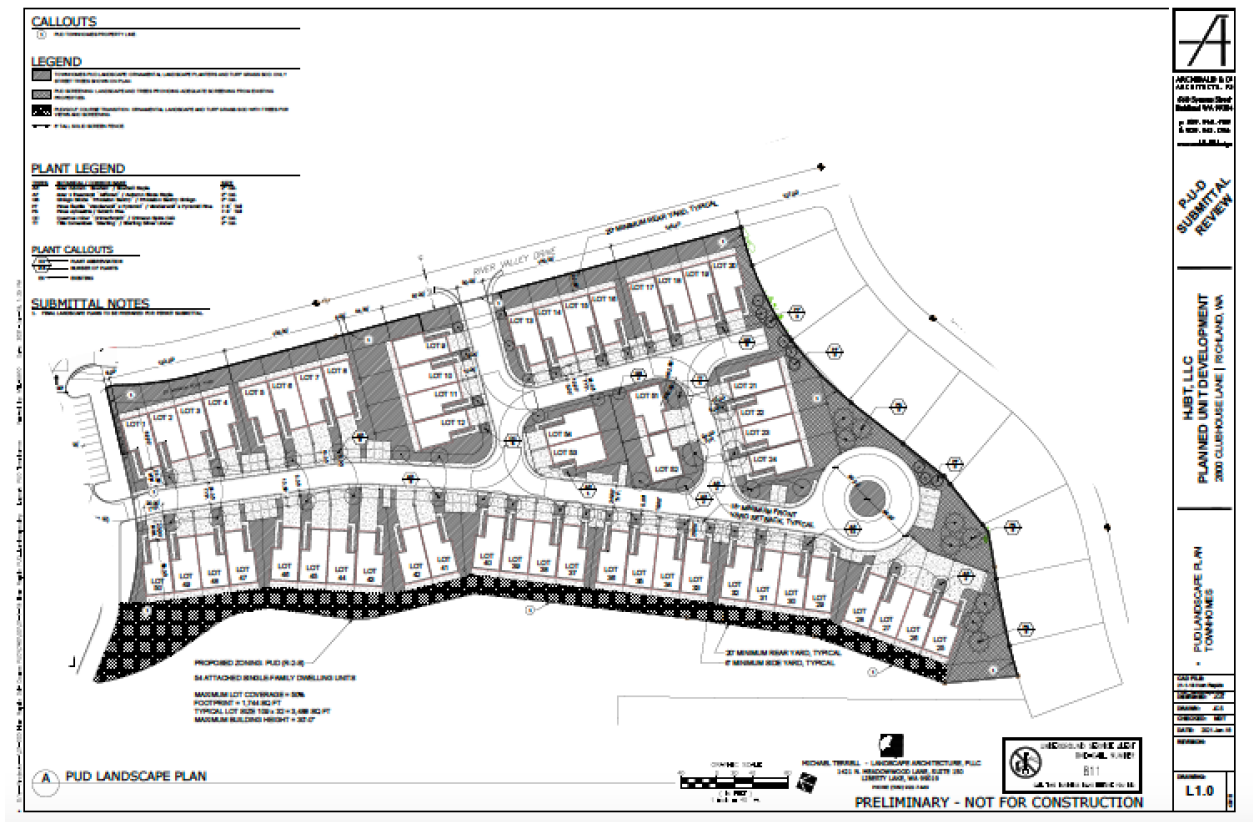
Project description and Summary of Proceedings.

3. HJBT Properties, an entity formed by members of the Rew family (including the applicant's primary hearing representatives Thera Rew and Brad Rew), is the project applicant and owner of the property at issue in this matter. In December of 2020, the applicant submitted an application for a 54-unit Planned Unit Development (PUD), which was placed on hold until updated information was received after an initial review by City staff. (*Ex. 1, application; Staff Report, page 2*). The applicant provided additional information to complete their application in February, and Staff issued public notices in accord with City practices in March and April of this year, inviting comments from relevant agencies, surrounding property owners, and interested members of the general public. (*Exhibit 3, Notices and confirmation materials; Staff Report, pages 6 and 7*).

4. The City received well over 100 written comments from the general public and government agencies before the Staff Report was issued in May, with another dozen or so of written comments submitted at or before the public hearing. (*Staff Report, page 7; Ex. 5, copies of all written comments*). The large majority of written comments supported the pending PUD application (about 105 comments), with about 30 people opposing the project, mostly residents of homes along Crosswater Loop to the south of the project site, and some residents in the Prestwick neighborhood who are near portions of property where parking lot improvements that are not included as part of this PUD approval process might occur at some point in the near future, subject to other City approvals.
5. The proposed PUD would authorize development of a 7.27-acre site with 54 new single-family townhome units.
6. The project site is part of the Horn Rapids community in the northern part of the City of Richland. It is situated just west of River Valley Drive, north of homes abutting the north side of Crosswater Loop, south of the existing Horn Rapids Club House, and east of the fairway for the 18th hole of the Horn Rapids Golf Course. To the southeast, an existing Planned Unit Development known as Horn Creek has already been developed with townhomes, with a development pattern generally similar to that proposed in this application. (*Staff Report, pages 3 and 11; online review of aerial mapping; Existing site conditions, depicted on pages 261 and 269 of the .pdf file*).

Public Hearing testimony, discussion of main comments.

7. The open-record public hearing for the application occurred on May 10, 2021, using the Zoom audio/video platform coordinated by City staff, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed PUD. The Examiner has visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, multiple times over recent years in connection with other development applications in the Horn Rapids area, and reviewed online mapping resources, showing aerial views of surrounding properties and development patterns in the area.
8. For the reader's convenience, a copy of the proposed PUD site plan with landscaping features is provided below (*Ex. 1, Drawing Sheet L1.0, PUD Landscape Plan, showing Townhomes, appears on page 262 of the .pdf file*):



9. At the hearing, Mr. Stevens summarized his Staff Report and recommendation of approval for the proposed PUD.
10. The proposed PUD is designed to conform with R-2S zoning standards, as the project site is designated for medium density residential development in the City's Comprehensive Plan. (*Staff Report, pages 4 and 7*). Opposition comments challenging the overall density of the proposed residential development and the proximity of proposed new townhomes to existing houses were unsupported by facts or authority that would serve as a basis to deny or modify the proposed PUD, as the layout complies with height limits, setbacks, lot sizes, and other standards for other medium density zoned developments (R-2S zone in this case) throughout the City. (*See standards for the R-2S zone in the chart at RMC 23.18.040, captioned "Site requirements for residential use districts"; Staff Report, pages 4 and 7, explaining how PUD is designed to satisfy R-2S standards*).
11. The Examiner finds and concludes that the proposed PUD is designed to comply with development standards for properties the R-2S zone, so it includes peripheral treatment features that ensure a proper transition between the proposed PUD residential uses (residential townhomes) and nearby external uses and developments, which, as noted elsewhere, already includes a mix of residential developments including one full of recently constructed residential townhomes similar to those proposed in this application. These

design features, including without limitation townhomes that meet height standards, setbacks, lot size, and other standards for medium density zoned developments throughout the city and on surrounding properties, a fence and substantial landscaping placed between existing single family yards and new lots in the PUD, all comprise a preponderance of evidence that demonstrates how this proposal fulfills the second PUD approval criteria, found at RMC 23.50.040(B)(2), which reads: “Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments.”

12. Multiple local residents testified at the public hearing, and many more submitted written comments regarding the proposed PUD. The Staff Report credibly summarizes design considerations and proposed conditions that will ensure the proposed PUD meets relevant city development regulations and will not result in probable significant adverse impacts on surrounding properties. The bulk of opposition comments focused on mixed questions of fact and law, most of which were not addressed in the Staff Report, so the following portions of this Recommendation summarize key facts and legal authority that rebut the main arguments raised to question or oppose this PUD application.
13. RMC 24.20.070, captioned “Capacity for future developments”, reads as follows: *“The capacities and dimensions of water, sewerage, drainage, and street facilities shall be adequate to provide for the future needs of other undeveloped properties in the general vicinity and the city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity.”*
14. The Examiner finds that the street network and utilities in the Horn Rapids community have been installed, created or designed to meet city standards, with capacity and available connections or extensions to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter. *(Staff Report; Site visit; Previous SEPA reviews and Traffic Analysis for the Horn Rapids Master Planned Community)*.
15. Comments implying that the new development will result in traffic that is unacceptable to some area residents, that it could cause congestion near an existing swimming pool or parking lot and the like, were all offered without any engineering or Level of Service standard to support such claims. Speculative and unsupported personal opinions from neighboring property owners cannot serve as a basis to deny the pending application, which conforms to city-assigned density and land use goals found in the Comprehensive Plan and development standards for the site.
16. The pending PUD application falls below the density that could be achieved under the medium density options assigned to the property in the City’s Comprehensive Plan. General comments requesting a separate environmental impact statement for the project were not supported by any evidence that would invalidate the unrebutted environmental and traffic studies used to generate the Horn Rapids master plan approval. *(The Examiner takes official notice of the Environmental Impact Statement, Addendum, and supporting traffic studies,*

generated in connection with the Horn Rapids Master Planned Community, including without limitation the EIS Addendum included as part of the recent Preliminary Plat of Quail Ridge II, Phases 1-3 application, File No. S2021-106, which is also included in the Horn Rapids community).

17. An EIS would be appropriate if an applicant sought to develop a property in a manner that exceeds the assigned density under applicable zoning standards or requested to use the property for some purpose other than residential uses, like retail, office or other activities that might generate traffic counts in excess of those anticipated for single family residential densities and uses. That is not the case here, so the proposed PUD satisfies city and state transportation concurrency requirements.
18. The Rules of Procedure for the Richland Hearing Examiner explain that the Examiner is not to be concerned with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. *(Richland Hearing Examiner Rules of Procedure, Introduction, at page 2)*. In this matter, the overwhelming majority of written public comments support the proposed PUD, whereas the majority of public comments in the public hearing itself questioned, opposed, or sought substantial modifications to the project. In the end, the facts and law applicable to this application support its approval, subject to conditions recommended by staff.
19. The applicant completed and submitted a SEPA Environmental Checklist as part of its application materials, a copy of which is included twice in the record as part of *Exhibits 1 and 4*. *(SEPA Checklist appears beginning on page 39 and page 298 of the .pdf file)*. After reviewing the checklist and other application materials, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the project on or about May 3, 2021, a copy of which is included in the record as *Exhibit 4*. *(Ex. 4, on page 297 of the .pdf file)*.
20. Several opposition comments generally alleged that a man-made pond should be viewed as a wetland, that existing golf course views for some Crosswater Loop homeowners should be protected, and that other project details necessitate further environmental review. None of these concerns were supported by a preponderance of evidence or legal authority to show that the project will result in probable, significant environmental impacts. Thus, the DNS stands un rebutted for purposes of issuing this recommendation.
21. While the city's code does not provide for appeals of SEPA threshold determinations to the City's Hearing Examiner, as is the case in many Washington jurisdictions, the standards for how and when a Washington court would overturn a SEPA threshold determination, such as the DNS issued for this proposal, are worthy of consideration. To successfully overturn a SEPA DNS, a challenger must present actual evidence of probable significant adverse impacts of the Project. *Boehm v. City of Vancouver*, 111 Wn.App. 711, 718-719, 47 P.3d 137 (2002). A "clearly erroneous" standard applies when reviewing SEPA threshold determinations made by local and state governmental entities, such as the DNS issued for

this project. *King Cty. v. Washington State Boundary Review Bd. for King Cty.*, 122 Wn. 2d 648, 661, 860 P.2d 1024 (1993). A challenged DNS may be reversed if, although there is evidence to support it, the reviewing authority is left with the definite and firm conviction that a mistake has been committed. See *Norway Hill Pres. & Prot. Ass 'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). In reviewing a SEPA threshold determination, a reviewing authority must first determine whether "environmental factors were considered in a manner sufficient to amount to prima facie compliance with the procedural requirements of SEPA." *Sisley v. San Juan County*, 89 Wn.2d 78, 84, 569 P.2d 712 (1977) (quoting *Juanita Bay Valley Com. v. Kirkland*, 9 Wn. App. 59, 73, 510 P.2d 1140 (1973)).

22. Procedural determinations by the City's SEPA responsible official, like the SEPA DNS threshold determination made for this proposal, shall be entitled to substantial weight in any subsequent proceedings. Such deference is mandated by Washington caselaw, including *Anderson v. Pierce County*, 86 Wn. App. 290 (1997) (holding that substantial weight is accorded to agency threshold determinations), and is required by *WAC 197-11-680(3)(a)(viii)* ("Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight."), which provision is adopted by reference as part of the City's municipal code. (RMC 22.09.200).

Views across a neighboring property are not protected by city codes or Washington caselaw.

23. Several local residents raised general view loss concerns, like views across the mostly vacant project site out towards portions of the golf course in the distance being altered by the presence of new townhomes, new road surfaces to access such homes, the loss of a man-made pond, and general feelings about a loss of adjacent open space. These concerns do not serve as a basis to reject the proposal. In fact, evidence in the record firmly demonstrates how alleged aesthetic and view impacts were considered and included as part of the design for the project. Landscaping will be concentrated along the portions of the project site that touch upon existing single family lots, and as required by city codes, a fence will be installed to provide an additional level of privacy and separation from the new PUD. While some neighbors will be able to see changes in their views onto the golf course, none will be significant, largely because the entire project has been designed to comply with applicable bulk and scale standards found in city codes. The project opponents cannot dispute that Richland city codes do not provide protection for general views from one property onto another. Comments opposing the project or seeking major modifications based on personal view considerations were not sufficiently supported and should be rejected.
24. In Washington, a person has no property right in the view across their neighbor's land. A constitutionally protected property interest exists when a plaintiff demonstrates that he or she possesses a "legitimate claim of entitlement" under the law. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 33 L. Ed. 2d 548 (1972). Here, the Richland Municipal Code does not grant adjoining property owners a claim of entitlement in the protection of their views; the code does not require the city to deny a permit or other project

application that might impair private views of lands beyond a landowner's property boundaries. Thus, any potential constitutional due process claims alleging view loss should fail.

25. The criteria for approval of a PUD does not include analysis of views of the proposed development from adjacent properties, nor do City regulations protect the views from adjacent properties other than any view protection that may result from compliance with applicable building height limits, setback requirements, and other bulk and density standards for the property. More significantly, the proposed PUD has been designed in full compliance with medium density residential development standards and includes fencing and substantial landscaping in areas abutting adjacent residential lots, all of which comprise adequate peripheral treatment considerations that ensure a proper transition between the PUD and nearby uses and developments.
26. Washington case law is very clear that there is no view protection in common law; nor are general views from a neighbor's property onto an adjoining property protected in City Codes at issue in this matter. See *Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475, 2006 Wash. App. LEXIS 434 (Div. II, 2006). Simply put, project opponents do not have a common law right in a view across their neighbor's property. Any arguments based on assertions to this effect must be rejected.
27. As discussed elsewhere in this Recommendation, the Richland Municipal Code imposes height and size limitations on the construction of residential structures, like the townhomes proposed in this PUD application. Some comments and hearing testimony generally asserted that the new structures may be too tall or too close to their property, that new paved areas for roads and turnaround purposes will be closer than they prefer, and that the new development will somehow interfere with their preferred aesthetic and previous views out into a mostly vacant and undeveloped site and then onto the adjacent golf course itself. While not a perfect comparison, the Washington Supreme Court decision in *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), is persuasive authority on some issues raised in this application process. Durland argued that county building codes about the height and size of a proposed garage on a neighboring property created a property interest because they were intended to protect neighbors' views of the water. The Supreme Court rejected Durland's arguments, because the local codes did not contain mandatory language requiring the jurisdiction to consider neighbors' views of the water before issuing building permits for garage construction on nearby properties. Similarly, the neighbors in this matter directed attention to no city code provisions that would essentially serve as a basis to consider their preferred aesthetic for structures or developments that can be viewed from their house.

Arguments that man-made pond should be preserved or protected as a regulated wetland.

28. There is no credible dispute that the pond located on a portion of land adjacent to lots along Crosswater Loop is man-made and fed with water from garden hoses that originate on neighboring private property(ies). There is also no credible dispute that the pond is lined, to retain water in an otherwise non-wetland area.

29. Several neighbors strongly assert that the pond should be protected or preserved, or that additional environmental review should be required to address the pond on the applicant's property.
30. The City's definition of "wetland" mirrors the state wetland definition, and reads as follows:
- "Wetland" or "wetlands" "refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands. (RMC 22.10.040 (*emphasis added*); WAC 197-11-756(2)).
31. Based on un rebutted evidence in the record, the Hearing Examiner finds and concludes that the pond on the applicant's property is a man-made artificial pond that serves as a landscape amenity enjoyed by some neighbors who intentionally created and/or maintain the pond on a portion of the applicant's nonwetland property. As such, the pond does not fall within the City's definition of "Wetland" or "wetlands" that are subject to protection under various state and local regulations. Accordingly, any arguments opposing the proposed PUD based upon, or seeking special protections for, the artificial pond on the applicant's property, must be rejected.

Restrictive Covenant is unenforceable as a matter of law.

32. The Staff Report summarizes events leading up to an agreement between the City of Richland and previous Horn Rapids property owners, which resulted in a 2005 legal instrument that was recorded without a legal description. The document is identified as a Declaration of Restrictive Covenant, purportedly limiting use of the Horn Rapids Golf Course property for an 18-hole golf course, clubhouse and related facilities. (*Ex. 6; Staff Report, discussion on pages 9 and 10*).
33. In 2020, the Richland City Attorney found that the restrictive covenant is unenforceable, because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void. (*Staff Report, discussion on page 10; Testimony of Mr. Stevens*).
34. Numerous public comments included in the record oppose the PUD or seek major modifications relying on terms in the Covenant deemed unenforceable by the City Attorney, because it failed to include a legal description.

35. No one submitted any evidence into the record showing that a legal description was included and recorded along with the Covenant in question. Based on the absence of a legal description, the Examiner finds and concludes that the Covenant, included as Exhibit 6, is unenforceable and void as a matter of law.
36. To comply with the statute of frauds, "a contract or deed for the conveyance of land must contain a description of the land sufficiently definite to locate it without recourse to oral testimony, or else it must contain a reference to another instrument which does contain a sufficient description." *Berg v. Ting*, 125 Wn.2d 544, 886 P.2d 564, 1995 Wash. LEXIS 1, citing *Bigelow v. Mood*, 56 Wn.2d 340, 341, 353 P.2d 429 (1960), favorably cited in *Halbert v. Forney*, 88 Wn. App. 669 | 945 P.2d 1137 | 1997 Wash. App. LEXIS 1209.
37. Arguments by some local residents to the effect that the Covenant should be revived or reformed are without merit and contrary to applicable caselaw on the subject. Reformation is not appropriate where, as here, "the agreement expresses the intent of the parties, but the legal description is...incomplete." See *Sea-Van*, 71 Wn.App. at 543(quoting *Williams v. Fulton*, 30 Wn. App. 173, 176-77, 632 P.2d 920, review denied, 96 Wn.2d 1017 (1981)). In this instance, not only is the legal description incomplete, it is entirely absent among the papers recorded with the County.
38. Several public comments allege that the Covenant should be enforced based on allegations that an "equitable servitude" should apply to the applicant's property, so limitations should be applied to the PUD site to prohibit residential development, or to require significant modifications that satisfy aesthetic preferences of neighbors, especially those asserting view protection and pond preservation arguments. However, language in the text of the Covenant itself establishes that such arguments are without merit and must be rejected.
39. Language in the invalid covenant serves as a legal barrier to any claims that might be asserted by third-party beneficiaries, like neighboring property owners who may assert claims for relief, including without limitation any lawsuit seeking to impose an equitable servitude on the golf course property owners. For example, sections 3 and 5 of the covenant make it crystal clear that the City holds the right to enforce the declaration, and that the instrument "shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto." These portions of the covenant are republished below:

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

40. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, satisfies all applicable PUD approval criteria.
41. Denial of the pending application would run counter to city comprehensive plan provisions, zoning regulations, and relevant development standards in effect at the time a complete application for the proposed PUD was submitted. Zoning, density, environmental, transportation concurrency and other requirements needed for approval have all been satisfied as discussed herein.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

42. RMC 23.04.020 explains that: *“The general purpose of this title [Title 23, the City’s Zoning Regulations, including PUD provisions found in RMC 23.50] is to protect and promote public health, safety, morals, and general welfare through a well considered plan for the use of land”* and that *“It implements the comprehensive plan for the city of Richland adopted by Ordinance 26-97, passed October 6, 1997. It classifies land within the city into various land use zones each with appropriate zone designations and within each zone this title limits the use of land and limits the height, size, use and location of buildings and structures, and requires space for off-street parking. The economic stability of land use areas and conservation of building values are promoted and protected thereby.”* Further, *“Its provisions are designed to provide adequate light, air and access, to secure safety from fire and other dangers and to avoid excessive concentration of population in order to lessen traffic congestion, and to facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.”* (emphasis added).
43. The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s zoning regulations, which include PUD provisions, found in Title 23 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed PUD (as conditioned herein) with the city’s development regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (See Staff Report, all Findings).
44. No one presented any credible, preponderance of evidence to rebut City staff’s determination explained in the Staff Report that the proposed PUD meets all applicable approval criteria.

45. The applicant's submittals and the Staff Report establish that some aspects of the new PUD will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, construction of new roads, peripheral treatment features including a fence and attractive landscaping on a site that some described as an eyesore, and other features that will serve to promote health benefits of a walkable, appropriately connected development that enhances the general appearance and viability of the Horn Rapids Golf Course community.
46. The Examiner takes official notice of prior development approvals issued in the Horn Rapids Community and other sites in an officially designated "EPZ", as supported by a written comment letter from the Benton County Emergency Management office (also known as BCEM, or BCES). (*Ex. 5, written comments, including copy of BCEM email comment to Mr. Stevens*). The entire area of the Horn Rapids Master Planned Community is located within the 10 mile Emergency Planning Zone (EPZ) for the Columbia Generating Station. This area is designated as Section 3B of the Emergency Planning zone, and as such may be subject to evacuation in the event there is a radiological emergency at the Columbia Generation Station, and other development requirements may apply, including those mandated by Benton County Emergency Management officials. Currently, the BCES website includes the following message regarding residents living within the EPZ: "*Tone Alert Radios - Residents within the EPZ in Benton County with special notification needs have Emergency Tone Alert Radios. These radios would be turned on automatically by a signal transmitted just before an EAS message is broadcast. If you have special notification needs and live within one of the Hanford EPZ and do not have a tone alert radio or have questions regarding their use, call us at 509-628-2600.*" To assure consistency with previous development approvals issued for projects located in the 10-mile EPZ, the Development Services Manager should be empowered to include alarms, signals, speakers, special signage, or other notification devices or strategies as part of the building permit review and approval process, all in consultation with Benton County Emergency Management officials to identify and utilize current best practices and devices as appropriate.
47. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.¹

Sufficient evidence demonstrates the proposed project, as conditioned, satisfies approval criteria.

48. Based on previous findings and evidence included in the record, the Examiner finds and concludes that the applicant met its burden to produce a preponderance of evidence demonstrating that, as conditioned, the proposed PUD: 1) will be compatible with nearby developments and uses; 2) includes sufficient and appropriate peripheral treatment features,

¹ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

including substantial landscaping, fencing, and an overall project layout, that ensures proper transition between the PUD with its residential uses and nearby external uses and developments, that are mostly residential; 3) the proposal will be consistent with the City's Comprehensive Plan and with the purpose of the PUD district; and 4) the development can be completed within a reasonable period of time (in fact, almost no one disputed this fact), thus satisfying all four approval criteria for a PUD found in RMC 23.50.040(B).

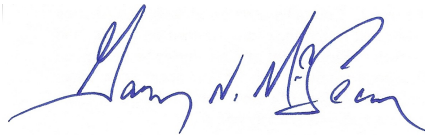
V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed PUD, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the PUD meets the standards necessary to obtain approval by the City Council.
2. The proposed conditions of approval as set forth in the Staff Report are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's previous site visits to the area, **the undersigned Examiner recommends that the City Council APPROVE the "The Links Residence at Horn Rapids" Preliminary Planned Unit Development (PUD)** application, subject to the proposed Conditions of Approval included in the Staff Report, as supplemented in this Recommendation, which are adopted herein by reference.

Recommendation issued: August 16, 2021.



Gary N. McLean
Hearing Examiner for the City of Richland

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of April, 2023, by and between the CITY OF RICHLAND, a Washington municipal corporation, and HJBT PROPERTIES LLC, a Washington limited liability company ("Petitioner").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by Petitioner for a change of zone affecting approximately 7.27 acres of Benton County Tax Parcel No. 125082000001005 located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive (hereinafter the "Property") and more particularly described in Ordinance No. 29-21.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing 30 lots for residential development to Planned Unit Development (PUD) allowing a 54-unit townhome development, Petitioner for itself, and for and on behalf of Petitioner's heirs, successors and assigns (also referred to as the "Applicant" or "Developer"), covenants and agrees to build the 54-townhome development in substantial conformity with the site plan provided in **Exhibit A** attached hereto, as required by RMC 23.50.040(D), subject to the following conditions:

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be

supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by Developer and Developer's engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g., Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of Developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require Applicant to obtain a right-of-way construction permit prior to beginning work, per Chapter 12.08 RMC. Applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineer's estimate (opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. Public utility infrastructure located on private property will require recording of a City standard form easement as required in the Final Platting Requirements section of this Agreement.
5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
6. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1" = 40'.
7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

8. All construction plan sheets shall include the note "CALL 811" or <http://www.call811.com/>
9. A copy of the preliminary plat shall be supplied to the United States Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - a. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specifications and details by visiting the City's website.
 - b. Any manholes that are installed outside of public right-of-way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - c. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - d. Watermains larger than 8-inches in diameter shall be ductile iron.
 - e. Watermains installed outside of the city right-of-way or in very rocky native material shall be ductile iron and may need restrained joints.
 - f. All watermains outside areas zoned R1 shall be ductile iron.
 - g. Fire hydrant location(s) shall be reviewed and approved by the City's Fire Marshal.
 - h. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
 - i. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - j. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
 - k. The minimum centerline finish grade shall be no less than 0.30% and the maximum centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.
 - l. The minimum centerline radius for local streets shall be 100 feet.

- m. Any filling of low areas that may be required within the public right-of-way shall be compacted to City standards.
- n. An overall, composite utility plan shall be included in the submitted plan set if the project is phased (see Section 11). This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- o. A detailed grading plan shall be included in the submitted plan set.
- p. For public utilities not located within public street rights-of-way, Applicant shall provide maintenance access acceptable to the City, and Applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- q. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-Way Construction Permit for the proposed construction.
- r. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- s. All curb returns at minor intersections shall have a minimum radius of 25 feet.
- t. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- u. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
- v. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
- w. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- x. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, and maintained by the City or used by the general public.
- y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

11. If the project will be built in phases, Applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
12. If the City's Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - a. 2-inches compacted gravel, minimum (temporary SEVAs only).
 - b. 2% cross-slope, maximum.
 - c. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the City's Fire Marshal.
 - d. Be 20 feet in width.
 - e. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVAs) shall be 20 feet wide, as noted. Longer secondary accesses can be built 12-foot wide with the approval of the City of Richland Fire Marshal; however, turn-outs are required at a spacing acceptable to the Richland Fire Department. Temporary SEVAs shall be constructed with 2 inches of compacted gravel, at a minimum. Permanent SEVAs shall be paved with 2 inches of asphalt over 4 inches of gravel, at a minimum.

Survey Monument Destruction:

13. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, Applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
 - a. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). *Note: State law provides that "[i]t shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments."* RCW 58.09.130.
 - b. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. WAC 332-120-030(2).

- c. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. WAC 332-120- 030(3).

14. *When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.*

- 15. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

- 16. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face-of-curb to face-of-curb. Street signs indicating restricted parking shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by Developer prior to final platting.
- 17. Driveway locations shall meet the requirements of RMC 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
- 18. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted because they create an undesirable conflict between pedestrians and vehicles.
- 19. The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as proposed if the area remains as public street right-of-way. Right-of-way vacation is a legislative decision of the Richland City Council with the process defined in state law. At this time, the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
- 20. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities, they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area, this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the streetsystem.

21. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
22. Per RMC 12.10.035, sidewalks shall be installed along all street frontages.
23. Developer and Developer's engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
24. Pedestrian ramps shall be designed to current City standard details and ADA standards.
25. The vision clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document in accordance with RMC 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
26. All roads shall be constructed to provide for adequate fire truck and solid waste collection truck access and turnaround movements.
27. If the project is to be constructed in phases, all dead-end streets longer than 150- feet that will be continued later must have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat, an easement with a 50-foot radius will be required.

Domestic Water:

28. It shall be the responsibility of Developer to extend a watermain to this property to serve domestic water at the time of plat construction. This watermain shall be sized to adequately supply domestic water and fire flows to the proposed development.
29. Developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.
30. The fire hydrant layout shall be approved by the City's Fire Marshal.
31. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

32. Developer shall be responsible for extending a sewer main to this property to serve sanitary sewer at the time of plat construction.
33. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public right-of-way. Wider easements are required for mains that are buried deeper than 10 feet. If any manholes are located outside of the public right-of-way, maintenance truck access to said structure may be required.

Storm Water:

34. All construction projects that do not meet the exemption requirements outlined in Chapter 16.06 RMC shall comply with the requirements of the Washington State Department of Ecology-issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
35. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. Applicant's design shall provide runoff protection to downstream property owners.
36. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area

to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. Applicant's design shall provide runoff protection to downstream property owners.

37. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
38. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with RMC 24.16.170 ("Easements-watercourses").
39. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
40. Prior to or concurrent with the submittal of the first phase, Developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond, then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
41. The amount of post-development storm runoff from the proposed site shall be in compliance with Chapter 16.06 RMC.
42. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the City's needs for maintenance.
43. Developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if Developer wishes for the pond to be landscaped and visually appealing, then a homeowner's association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum, the landscaping plan should be consistent with the City's intended maintenance standard as described above.

44. Developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. 11 months after the final acceptance date, Developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected, the City will begin routine maintenance of the system and basin. Developer shall replace any plantings that have failed to survive the warranty period. Developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12 months following the date of final plat acceptance.

Solid Waste:

45. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

46. When the construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "Record Drawing Requirements & Procedures" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
47. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat and a certificate of occupancy. The City requires preparation of the easement legal description by Developer two weeks prior to the scheduled date of final acceptance. Off-site ("third-party") easements for City infrastructure are the responsibility of Developer to obtain. Once received, the City will prepare the easement document and provide it to Developer. Developer shall record the easement with the Benton County Auditor and return a recorded original document to the City prior to application for final occupancy.
48. Any off-site easements or permits necessary for this project shall be obtained and secured by Applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
49. 10-foot wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat.
50. If not already in existence, a 10-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
51. The vision-clearance triangle needs to be shown on all corner lots on the final plat document in accordance with RMC 12.11.020. If the intersection is in a curve, it will

have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

52. The final plat shall include notes identifying all common areas, including the private streets and tracts, and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary, a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads."* And: *"The private drives within this plat are fire lanes and parking is restricted. The required no- parking signs shall be installed by the developer where applicable."*
53. Street signs indicating restricted parking areas shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the final plat.
54. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
55. A one-foot "No access/screening easement" will be required along the River Valley Drive right-of-way.
56. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
57. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per RMC 3.12.095.

Planning Requirements:

58. Phase 3 of the phasing plan showing the off-site improvements shall be removed from the phasing plan and shall be considered a stand-alone project requiring additional review and permitting by the City.
59. The PUD is designed to conform with R2-S zoning standards. As a result, the R2-S zoning standards shall apply for all future development within the proposed PUD.

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the subject Property or any part thereof.

The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property, and shall have the right to enforce this covenant in any court of competent jurisdiction.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands on the
day and year first above written.

City of Richland

HJBT Properties LLC, Petitioner

Jon Amundson, ICMA-CM
City Manager


By: Thera Ren, Member
Authorized Agent

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON) : SS
COUNTY OF BENTON)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, City Manager** for the **City of Richland**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature

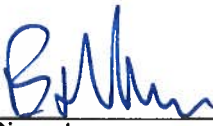
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

STATE OF WASHINGTON) : SS
COUNTY OF BENTON)

On this 30 day of ^{March}~~April~~, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thera Rew, **Authorized Agent for HJBT Properties LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that s/he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.



Signature

Notary Public in and for the State of Washington
Residing at Richland
My appointment expires 9-24-2023

seal



LOT SIZE TABLE							
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)
1	4,824	2,880	19	3,480	1,728	37	4,123
2	3,882	1,866	20	2,222	2,478	38	3,481
3	3,115	1,937	21	4,391	2,927	39	3,481
4	1,178	2,432	22	3,824	1,338	40	4,380
5	2,324	1,580	23	3,816	1,350	41	4,882
6	4,588	2,400	24	4,474	2,819	42	4,873
7	4,135	2,461	25	3,088	2,344	43	8,337
8	5,613	2,387	26	4,281	2,537	44	4,621
9	8,789	4,621	27	6,234	2,500	45	4,388
10	4,637	2,283	28	3,526	2,267	46	4,679
11	4,637	2,283	29	4,288	2,881	47	4,488
12	3,788	4,624	30	3,489	1,738	48	4,001
13	4,415	2,871	31	3,489	1,738	49	4,538
14	3,488	1,728	32	3,872	2,278	50	8,811
15	3,480	1,728	33	3,977	2,233	51	4,878
16	4,133	2,388	34	3,481	1,737	52	5,171
17	4,133	2,388	35	3,481	1,737	53	2,427
18	3,480	1,728	36	4,133	2,388	54	4,287

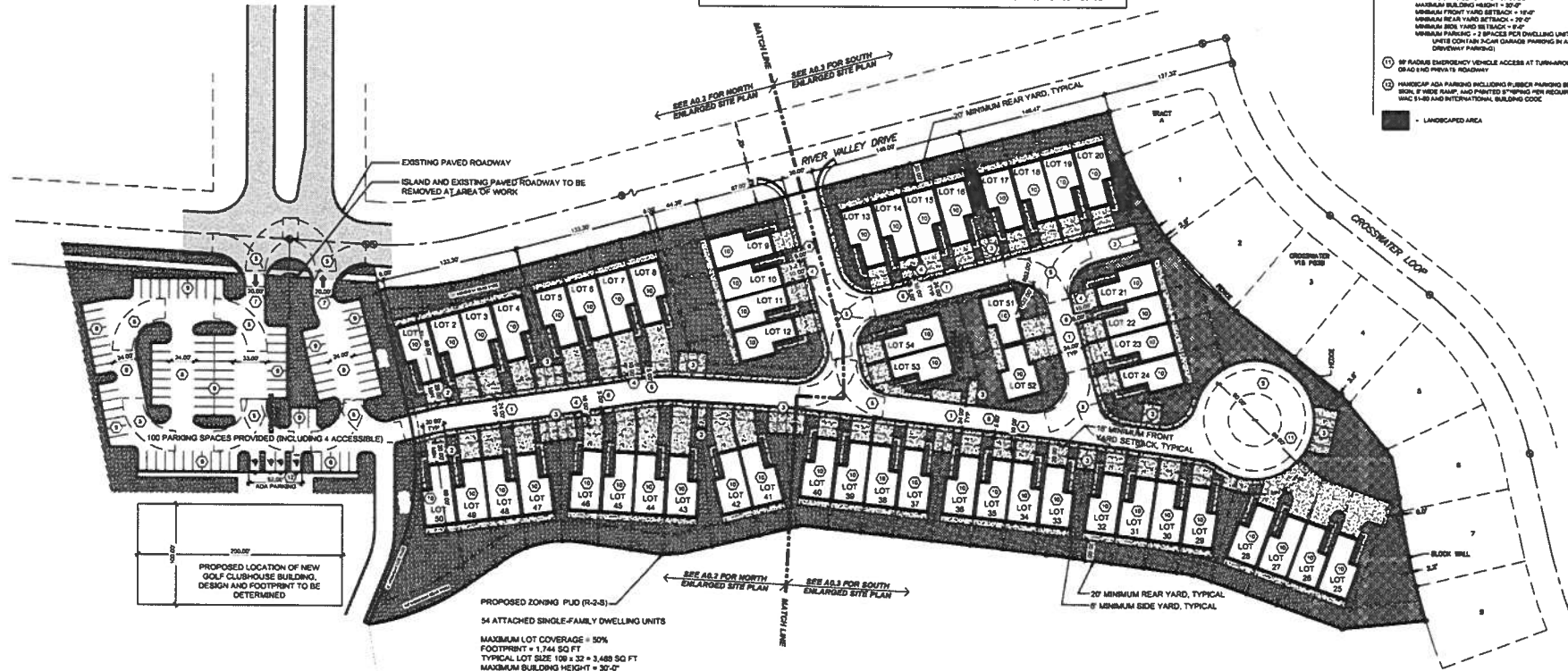
NOTES: * DENOTES SHALLEST LOT SIZE ** DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,308 SQ FT

SITE ACREAGE & DENSITY

1. TOTAL RESIDENTIAL SITE ACREAGE: 314.871 SQ FT (7.27 ACRES)
2. TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
3. PROPOSED DWELLING UNIT DENSITY: 547.27 UNITS PER ACRE (7.43 DWELLING UNITS PER ACRE, ALSO SEE KEYED NOTE 1A)
4. DWELLING UNIT QUALITY OF ADJACENT SUBDIVISIONS: 88 SQ FT (1.51 ACRES) 8 DWELLING UNITS; 1.51 ACRES = 6.58 DWELLING UNITS PER ACRE

KEYED NOTES

1. 30'-0" WIDE PRIVATE DRIVE
2. 30'-0" DEEP RESIDENTIAL DRIVEWAY TYPICAL
3. RESIDENTIAL DRIVEWAY PARKING: 10' x 6' PARKING SPACES
4. NEW 10'-0" WIDE ELECTRICAL EASEMENT
5. PARKING HOV 3+ HIGH PACEWAY CLARIFICATION PER CITY 1999 APPROPRIATE TURN RADIUS SPECIFICATIONS: 57' OUTSIDE AND 37' INSIDE
6. 8'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
7. NEW 30'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
8. 30'-0" MINIMUM TWO-WAY DRIVEWAY
9. GOLF CLUB HOUSE PARKING: 10' x 8' PARKING SPACES
10. NEW RESIDENTIAL TOWN HOME MAXIMUM LOT COVERAGE = 50% TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT TYPICAL LOT SIZE: 108' x 32' = 3,488 SQ FT MAXIMUM BUILDING HEIGHT = 32'-0" MINIMUM FRONT YARD SETBACK = 10'-0" MINIMUM REAR YARD SETBACK = 20'-0" MINIMUM SIDE YARD SETBACK = 5'-0" MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE: ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11. 10' RADIUS EMERGENCY VEHICLE ACCESS AT TURNAROUND FOR OR-40 AND PRIVATE ROADWAY
12. HANDEICAP ADA PARKING INCLUDING PUSHER PARKING BLANKET, 5'-0" WIDE SHARP, AND PAINTED "TYPING" FOR REQUIREMENTS OF WAC 51-88 AND INTERNATIONAL BUILDING CODE
13. LANDSCAPED AREA



OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symes Street
Richland WA 99354
p: 509. 846. 4389
f: 509. 943. 1796
www.archibald.com

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

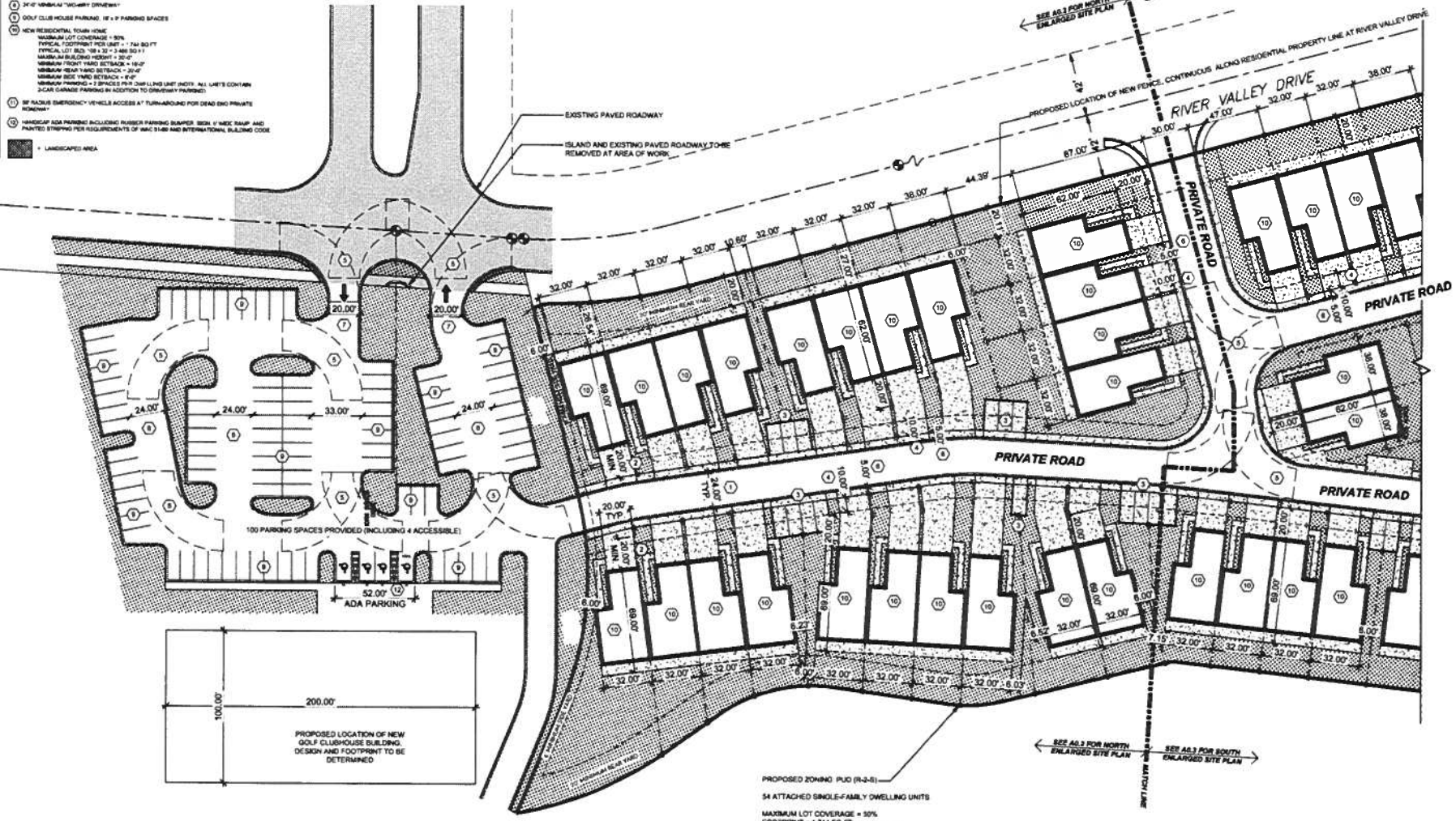
OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_5P.dwg
DESIGNED: JAA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.18
REVISION:

DRAWING:
A0.1

KEYED NOTES

- 1 24'-0" WIDE PRIVATE DRIVE
- 2 20'-0" DEEP RESIDENTIAL DRIVEWAY - TYPICAL
- 3 RESIDENTIAL GUEST PARKING, 10' x 8' PARKING SPACES
- 4 NEW 10'-0" WIDE ELECTRICAL CABINET
- 5 EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS
SPACING: 10' ON 30' AND 30' RADIUS
- 6 14'-0" WIDE DRIVEWAY ENTRANCE/EXIT AT GOLF COURSE CLUBHOUSE PARKING LOT
- 7 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 8 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 9 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 10 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 11 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 12 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 13 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 14 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 15 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 16 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 17 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 18 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 19 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 20 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 21 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 22 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 23 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 24 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 25 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 26 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 27 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 28 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 29 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 30 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 31 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 32 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 33 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 34 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 35 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 36 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 37 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 38 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 39 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 40 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 41 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 42 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 43 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 44 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 45 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 46 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 47 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 48 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 49 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 50 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 51 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 52 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 53 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 54 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 55 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 56 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 57 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 58 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 59 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 60 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 61 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 62 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 63 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 64 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 65 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 66 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 67 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 68 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 69 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 70 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 71 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 72 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 73 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 74 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 75 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 76 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 77 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 78 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 79 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 80 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 81 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 82 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 83 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 84 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 85 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 86 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 87 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 88 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 89 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 90 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 91 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 92 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 93 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 94 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 95 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 96 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 97 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 98 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 99 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT
- 100 24'-0" WIDE DRIVEWAY ENTRANCE/EXIT



ENLARGED SITE PLAN - NORTH
1" = 30'-0"

ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symes Street
Richland WA 99354
p. 509. 846. 4189
f. 509. 943. 1796
www.archibaldco.com

P.U.D SUBMITTAL REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN - NORTH

A0.2

CAD FILE:
4018A0001_01.dwg

DESIGNED: JAAKAS

DRAWN: KAS

CHECKED:

DATE: 2020.DEC.17

REVISION:

DRAWING:

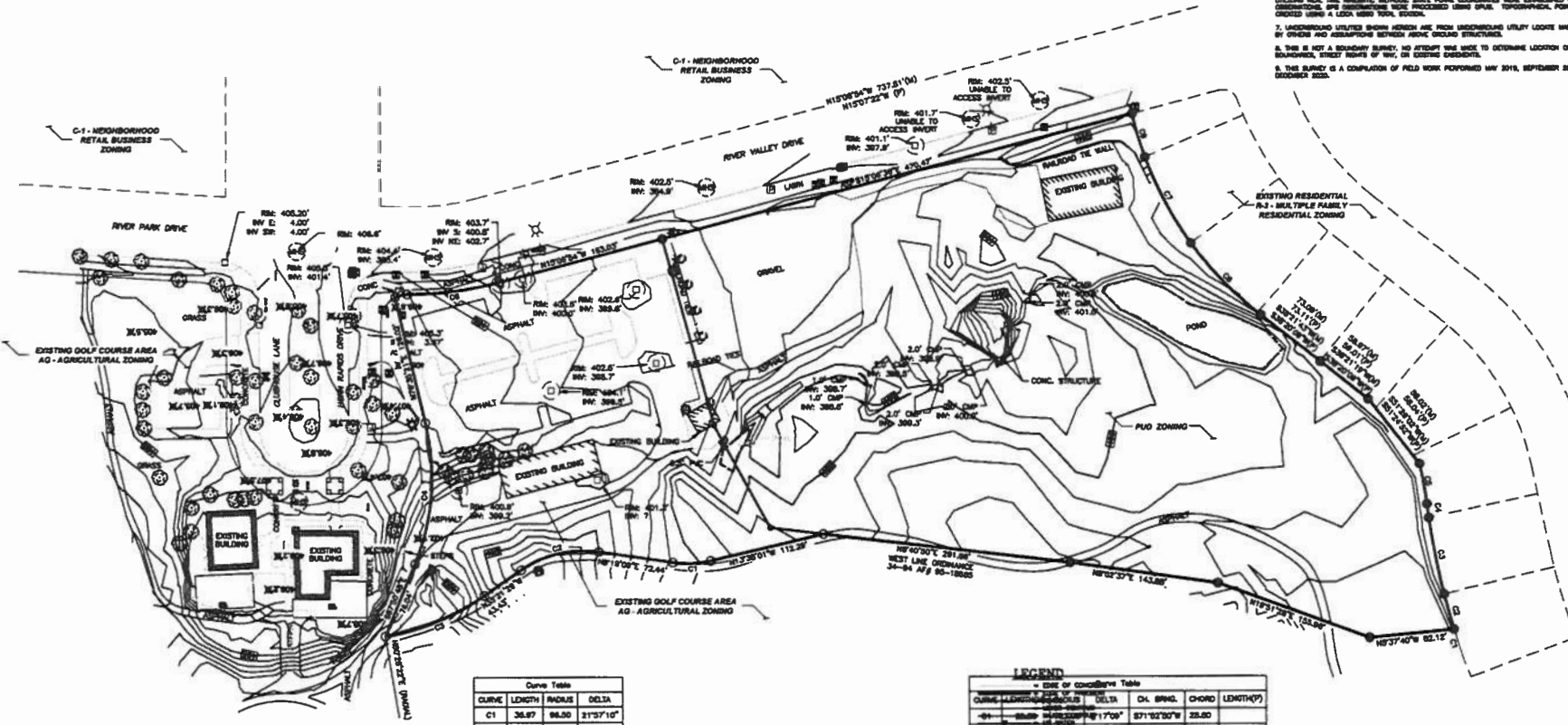
A0.2

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

1. BASIS OF SURVEY IS GROUND SURFACE, SURVEYED WITH A TOTAL STATION, BASED ON GPS OBSERVATIONS. DISTANCES ARE MEASURED FROM THE SURVEYOR'S POSITION TO THE POINTS SURVEYED.
2. VERTICAL CONTROL IS BASED ON THE SURVEYOR'S GPS OBSERVATIONS. VERTICAL CONTROL IS BASED ON THE SURVEYOR'S GPS OBSERVATIONS.
3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
4. A. 1/4" = 100' SCALE IS USED FOR ALL DISTANCES.
5. ELEVATIONS AND PROJECTIONS THIS SURVEY WAS PERFORMED WITH A TRIMBLE 5600 GPS SYSTEM. THE SURVEYOR HAS USED THE SURVEYOR'S GPS SYSTEM TO DETERMINE THE LOCATION OF THE SURVEY POINTS. THE SURVEYOR HAS USED THE SURVEYOR'S GPS SYSTEM TO DETERMINE THE LOCATION OF THE SURVEY POINTS.
6. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
7. THIS SURVEY IS A COMPILED OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



Curve	Length	Radius	Delta
C1	36.97	96.00	21°57'10"
C2	78.80	103.80	43°40'28"
C3	104.28	231.81	25°47'31"
C4	138.97	255.00	30°33'31"
C5	12.34	25.00	28°16'18"
C6	88.80	343.00	15°53'38"

Curve	Length	Radius	Delta	Chord	Chord Length
C1	36.97	96.00	21°57'10"	37.12	37.12
C2	78.80	103.80	43°40'28"	79.12	79.12
C3	104.28	231.81	25°47'31"	105.12	105.12
C4	138.97	255.00	30°33'31"	140.12	140.12
C5	12.34	25.00	28°16'18"	12.34	12.34
C6	88.80	343.00	15°53'38"	88.80	88.80

- SURVEYOR'S SIGN
- ELECTRICAL PANEL
- PHONE PEDESTAL
- BENCH MARK
- TRANSFORMER
- LIGHT POLE

RSI ROGERS SURVEYING INC., P.S.
1400 OREGON AVENUE, SUITE 100
RICHLAND, WA 99354
PH: (509) 923-0000
FAX: (509) 923-0000
www.rsisurveying.com

CLIENT: GALE NEW CONSTRUCTION
PROJECT: TOPOGRAPHIC SURVEY
PTN SEC 28, T.10N., R.28E., W.M.
DATE: 12/7/20
SHEET: 1 OF 1



ARCHIBALD & CO.
ARCHITECTS, P.S.
640 Symmes Street
Richland WA 99354
PH: 509.946.4100
F: 509.943.1700
www.archibald.com

P.U.D.
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
401840001_RP.dwg
DESIGNED: JAMAKAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dwg.17

REVISION:
DRAWING:
V0.1



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2023-04, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program

Department/Office
Police

Ordinance/Resolution Number:
2023-04

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-04, amending the 2023 Budget in the General Fund in support of the RPD Officer Resiliency Program.

Summary:

The Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community.

On December 20, 2022, Council approved Resolution No. 2022-152, authorizing a grant agreement with the Washington State Criminal Justice Training Commission (WSCJTC) to accept grant funds in the amount of \$69,600 for implementation of the Richland Police Department Officer Resiliency Program.

Resolution No. 2023-29 was approved by Council on February 21, 2023, authorizing a consultant agreement with Obsidian Forensics for behavioral health services for the Richland Police Department Officer Resiliency Program.

The purpose of proposed Ordinance No. 2023-04 is to appropriate the funds received from the WSCJTC in the 2023 Budget so they can be used to pay for the services provided by Obsidian Forensics. Since this action involves appropriating new revenue instead of existing unappropriated fund balance, no public hearing is required.

Staff recommends approval of Ordinance No. 2023-04 for second reading and passage.

Fiscal Impact: \$69,600 in new revenue appropriated per Ordinance No. 2023-04 was received from the Washington State Criminal Justice Training Commission. No match is required.

Attachments:

I. Ordinance No. 2023-04

ORDINANCE NO. 2023-04

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2023 BUDGET TO PROVIDE FOR ADDITIONAL
APPROPRIATIONS IN THE CITY'S GENERAL FUND.**

WHEREAS, on November 15, 2022, Richland City Council approved Ordinance No. 2022-39 approving the 2023 Budget; and

WHEREAS, the Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community; and

WHEREAS, on December 20, 2022, Richland City Council approved Resolution No. 2022-152, authorizing a grant agreement with the Washington State Criminal Justice Training Commission in the amount of \$69,600 for implementation of the Richland Police Department (RPD) Officer Resiliency Program; and

WHEREAS, on February 21, 2023, Richland City Council approved Resolution No. 2023-29, authorizing a consultant agreement with Obsidian Forensics for the provision of behavioral health services for the RPD Officer Resiliency Program; and

WHEREAS, the grant funds provided by the Washington State Criminal Justice Training Commission have been accepted by the City of Richland and must now be appropriated in the 2023 Budget for use.

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

Section 1. Amendment of the 2023 Budget. The 2023 Budget is hereby amended to provide additional appropriations in the General Fund from the Washington State Criminal Justice Training Commission grant as follows:

Fund

Current Appropriation: \$ 72,205,887

Increase in Appropriation: \$ 69,600

Amended Appropriation: \$ 72,275,487

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 21, 2023
Second Reading: April 4, 2023
Date Published: April 9, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-05, Amending the 2023 Budget in the General Fund and Fire Station Construction Fund in support of Fire Station No. 76

Department/Office
Finance

Ordinance/Resolution Number:
2023-05

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-05, amending the 2023 Budget in the General Fund and Fire Station Construction Fund in support of Fire Station No. 76.

Summary:

On February 28, 2023, City Council considered a staff presentation on construction cost escalation as it related to the construction of Fire Station No. 76. Multiple options were presented to the Council and discussed. As a result of those discussions, modifications were made to the construction plan, including the removal of the training/community room and selection of adequate, but not top-of-the-line bay doors.

Additional funding in the amount of \$742,000 is necessary to complete the project. This number is the product of increased construction costs offset by modifications made to the project as described above. Proposed Ordinance No. 2023-05 will increase the 2023 budget appropriations in the General Fund by \$742,000 from the existing fund balance and transfer those funds from the General Fund to the Fire Station Construction Fund. As required by state law, the City must declare that a public emergency exists in the General Fund to complete this transaction because these expenditures were not originally anticipated when the 2023 Budget was adopted.

A public hearing was held on March 21, 2023 as required by state law.

Staff recommends approval of Ordinance No. 2023-05 for second reading and passage.

Fiscal Impact:

The total increase in appropriations to the 2023 operating budget is \$1,484,000.

Attachments:

I. Ordinance No. 2023-05

ORDINANCE NO. 2023-05

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2023 BUDGET TO PROVIDE FOR ADDITIONAL
APPROPRIATIONS IN THE GENERAL FUND AND FIRE
STATION CONSTRUCTION FUND AND DECLARING THAT A
PUBLIC EMERGENCY EXISTS IN THE CITY'S GENERAL FUND.**

WHEREAS, on November 15, 2022, Richland City Council approved Ordinance No. 2022-39 approving the 2023 Budget; and

WHEREAS, on February 28, 2023, City Council considered a staff presentation on escalated construction costs related to construction of Fire Station No. 76; and

WHEREAS, modifications to the construction project have been made to partially offset cost increases; and

WHEREAS, no funds were appropriated in the General Fund and the Fire Station Construction Fund to address the increased construction costs; and

WHEREAS, sufficient unappropriated funds are available in the General Fund to support the required budget adjustment; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on March 21, 2023, regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2023 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund.

Section 3. Amendment of the 2023 Budget. The 2023 Budget is hereby amended to provide additional appropriations in the General Fund from unappropriated fund balance and in the Fire Station Construction Fund from transfers out of the General Fund as follows:

General Fund

Current Appropriation: \$ 72,275,487
Increase in Appropriation: \$ 742,000
Amended Appropriation: \$ 73,017,487

Fire Station Construction Fund

Current Appropriation: \$ 0
Increase in Appropriation: \$ 742,000
Amended Appropriation: \$ 742,000

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 4th day of April, 2023.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 21, 2023
Second Reading: April 4, 2023
Date Published: April 9, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-43, Authorizing a U.S. Department of Justice Grant Application for the Richland Police Department Resiliency Program

Department/Office
Police

Ordinance/Resolution Number:
2023-43

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-43, authorizing submission of a formal application to the U.S. Department of Justice for grant funds in support of the Richland Police Department Resiliency Program.

Summary:

The U.S. Department of Justice (DOJ) has recognized the resilience and mental health of officers as being necessary components of the effective delivery of law enforcement services to the community. The DOJ has allocated funding to U.S. law enforcement to establish a behavioral health support and suicide prevention program for law enforcement officers. The program will award 47 grants of up to \$200,000 each for a period of 24 months, with awards totaling up to 9.5 million dollars to leverage access to mental health professionals, critical stress management, and resiliency training. No matching funds are required for this grant.

The Richland Police Department (RPD) recognizes the importance of resilient and healthy officers, and recently received a grant from the Washington State Criminal Justice Training Commission (CJTC) to design and implement an Officer Wellness and Behavioral Health Support and Suicide Prevention Program. The RPD Officer Resiliency Program is modeled after the program utilized by the Washington State Internet Crimes Against Children (WA-ICAC) Task Force. This comprehensive model provides officers with awareness regarding the demands and stress of being a police officer, the knowledge to recognize signs of stress, mitigation strategies to deal with stress, wellness strategies to help officers be more resilient, and direct access to professional mental health support services.

The CJTC grant runs through June 2023, and it is unknown whether funding will continue through CJTC after that date. RPD seeks to apply for a full award of \$200,000 from the DOJ to continue funding the Richland Police Department Officer Resiliency Program.

Staff recommends adoption of Resolution No. 2023-43.

Fiscal Impact: No matching funds are required for this grant opportunity. If successful, the City may receive up to \$200,000 in support of the RPD Resiliency Program.

Attachments:

- I. Resolution No. 2023-43

RESOLUTION NO. 2023-43

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE UNITED
STATES DEPARTMENT OF JUSTICE FOR FUNDING TO
SUPPORT THE RICHLAND POLICE DEPARTMENT OFFICER
RESILIENCY PROGRAM.**

WHEREAS, the United States Department of Justice (DOJ) has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community; and

WHEREAS, the DOJ has allocated funding to establish a behavioral health support and suicide prevention program for law enforcement officers that will award 47 grants valued up to \$200,000 each for a period of 24 months; and

WHEREAS, the City of Richland is eligible to apply for this grant and is not required to provide matching funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a grant application to the United States Department of Justice in support of the Richland Police Department Officer Resiliency 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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-44, Authorizing Use of \$441,500 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2023

Department/Office
City Manager

Ordinance/Resolution Number:
2023-44

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-44, Approving the use of \$441,500 from the Tourism Promotion Area Reserve Account for supplemental tourism-related projects in 2023.

Summary:

On June 1, 2004, the cities of Kennewick, Pasco, and Richland entered into an Interlocal Agreement pursuant to Ch. 39.34 RCW to establish a Tri-City Regional Tourism Promotion Area (TPA), and created the Tri-Cities Regional Hotel-Motel Commission to advise on expenditure of the Special Lodging Assessment revenue generated in the TPA. The interlocal agreement also appointed Visit TRI-CITIES to manage the TPA. Each year, Visit TRI-CITIES submits an annual TPA Business & Marketing Plan and Budget for approval by the City of Richland and the other participating agencies.

For several years, the TPA Reserve Account has exceeded the established reserve level of \$500,000 available for reinvestment in tourism-related activities. In 2020, 2021 and 2022, Richland City Council approved the transfer of excess reserves for specific projects at the request of Visit TRI-CITIES (see Resolution No. 2022-36 authorizing transfer of \$428,800 in excess funds; Resolution No. 37-21 authorizing transfer of \$345,250 in excess funds; and Resolution No. 43-20 authorizing the transfer of \$417,700 in excess funds).

The Tri-City Regional Hotel-Motel Commission has identified \$441,500 in funds available for reinvestment in tourism-related projects. The Commission requests a transfer of excess funds in the amount of \$441,500 from the Reserve Account for supplemental tourism-related projects this year.

For details, please see the attached correspondence submitted by Visit TRI-CITIES.

Staff recommends adoption of Resolution No. 2023-44.

Fiscal Impact: This action will have no fiscal impact on the City of Richland's adopted budget. Recommended projects will be funded by the Special Lodging Reserves.

Attachments:

1. Resolution No. 2023-44
2. Visit TRI-CITIES Request Letter on behalf of the TPA
3. Visit Tri-Cities 2023 Work Plan

RESOLUTION NO. 2023-44

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING USE OF 2023 TOURISM PROMOTION AREA
RESERVE ACCOUNT FUNDS FOR SUPPLEMENTAL PROJECTS
IN 2023.**

WHEREAS, in 2004, the Tri-Cities Area Hotel and Lodging Association proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities in the Tri-Cities area; and

WHEREAS, the TPA Reserve Account currently exceeds the acceptable level of \$500,000 available for reinvestment in tourism-related projects; and

WHEREAS, the Tri-City Regional Hotel-Motel Commission requests the transfer of excess funds in the amount of \$441,500 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission for supplemental projects supporting tourism promotion in 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a transfer of excess funds in the amount of \$441,500 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission is hereby approved.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



7130 W. Grandridge Blvd., Suite B
Kennewick, WA 99336
509-735-8486
1-800-254-5824
www.VisitTRI-CITIES.com
info@VisitTRI-CITIES.com

March 6, 2023

Mr. Jon Amundson
City of Richland
625 Swift Blvd., MS-04
Richland, WA 99352

Dear Mr. Amundson:

Thank you for the opportunity to present the Visit Tri-Cities 2022 Annual Report, 2023 Work Plan and to make a request to utilize Tourism Promotion Area reserve funds to the Richland City Council on Tuesday, March 21, 2023.

On behalf of the Tri-City Regional Hotel-Motel Commission, Visit Tri-Cities would like to request the transfer of \$441,500 from Tourism Promotion Area Reserve Account to be reinvested in additional tourism marketing projects.

As a result of careful resource management and conservative budgeting, our TPA reserve account currently has \$914,892 in funds available for reinvestment. These funds are in addition to the minimum reserve requirement of \$500,000. The minimum balance was determined by the City Managers who participate at Commission meetings as Ex-Officios. It is the Commission's position that once the reserve account reaches \$500,000, any additional funds should actively be used to promote the Tri Cities as a destination, creating increased visitor spending in the community. In addition, capital investments and funding for destination development are often included in reserve requests. The projects under consideration this year accomplish these goals.

Earlier this year, the Commissioners of the Tri-City Regional Hotel-Motel Commission voted in favor of re-investing \$441,500 of the surplus revenues, for projects that include: high-end photo and video production, tourism education, promotions to increase leisure travel stays, funds to secure new conventions and sports tournaments, online platforms, digital marketing campaigns, workforce retention strategies, and media asset curation and management to enhance destination marketing, education, and storytelling. A summary of the projects and the associated expenditures is attached for your review.

Again, thank you for your consideration and support of the tourism industry. I am available for any questions or comments you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Lewis", is written over a light blue horizontal line.

Kevin Lewis
President and CEO

Enclosure

2023 Proposed TPA Reserve Investments

Creative Production

\$50,000

The Visit Tri-Cities Creative Department is producing, directing, and editing multiple campaigns that require ongoing acquisition and capturing of photo, video and digital assets. The funds for this budget are for contracting with professional photographers and videographers, as well as licensing for multimedia assets included in the production of digital assets. The produced assets will be used in various marketing channels, including but not limited to Visit Tri-Cities social media, digital marketing campaigns, print advertising campaigns, website content, online video content, partner content, and more.

Media Asset Curation and Management

\$15,000

The Visit Tri-Cities Creative Department is establishing a creative asset management workflow, as well as expanding its digital library of creative assets in the form of archival photography, videography, audio, print media, and editorial for the purpose of destination marketing, education, and storytelling. The funds for this project will be applied towards a part time, temporary internship tasked with assessing, documenting, and managing the several terabytes of existing creative assets within the Creative Department's digital library, as well as curating new assets from community partners. Funds will also be applied towards adding required storage for internal archival of new assets and building an online platform for public access to produced content.

Marketing FAMs

\$23,000

The Visit Tri-Cities Marketing Department is hosting multiple members of traditional media (bloggers, journalists, reporters, and travel writers), as well as social influencers, for in-person Familiarization (FAM) visits from spring to fall. The guests on the FAM tour are selected by Visit Tri-Cities or vetted through our public relations company or other third parties like the State of Washington Tourism. They are chosen to cover a wide range of attractions and areas of interest based on Visit Tri-Cities' marketing strategy. They will enjoy an immersive experience of our rivers, restaurants, wine and other attractions to develop storytelling content. Both traditional media and social influencers have already established trust with a dedicated audience. Contracting with qualified, social influencers with a travel focus with the capacity to tell an authentic story about their Tri-Cities visit will reinforce the VTC branded marketing messages. The requested amount will cover costs for the visits.

- Group FAM Tour (\$8,000): We are targeting up to 5 media writers for various publications (STEM, cultural, outdoor rec, wine).
- STEM FAM Tours (\$5,000): We target science and learning-oriented social influencers to produce content on the STEM offerings in the area.
- DEI FAM Tours (\$5,000): These FAMs are selected as a continuation of our Tri-IDEAs initiative, and focus on DEI in travel for our key market segments.
- Continued tours/promotion with people we met at TBEX (\$5,000): These are additional FAMs or media relationship receptions with the goal of fostering relationships forged during TBEX. We host past writers/influencers or other applicable parties either in the Tri-Cities to give destination updates and maintain relations.

Wine Convention Booth Upgrade Contracting

\$25,000

Visit Tri-Cities is working with a contractor to craft a new wine trade show booth, materials, and strategy that will allow Visit Tri-Cities to have a stronger presence at the largest wine-related event in Washington State, Taste Washington, in 2024. This event directly reaches one of our most important key markets, which is wine-related tourism in Seattle, and a key goal is to bolster our overall strategy around wine tourism here in the Heart of Washington Wine Country. Funding of the booth upgrade will give the Tri-Cities more visibility and allow our booth to be comparable to our biggest competitors, especially Walla Walla. A competitive presence at Taste Washington will also give us a better ability to connect with wine writers to open possibilities of future FAMs. The expense of \$25,000 covers but is not limited to the contractor fee, cost to create the physical booth itself, and materials.

Taste Washington Digital Campaign

\$20,000

This digital campaign is an additional initiative that will go with our all-out wine booth upgrade in 2024 which will allow us to bolster our wine story before, during, and after Taste Washington, and make sure that our efforts deliver a measurable return on investment. This digital campaign will focus on the Seattle market that attends Taste Washington.

Marketing Platforms

\$7,500

The Visit Tri-Cities Marketing Department is implementing social and marketing solutions that integrate social channels and digital content into a single platform to increase workload efficiency, comprehensive analytics, enhance creative abilities, and create greater brand cohesion across our growing digital presence. It will also allow for implementation of digital tools to benefit partners and visitors, creating greater value to our community and intuitive experiences for those who explore our region.

Staff Retention Incentives

\$45,000

A current trend in the United States and elsewhere post-pandemic is a significant amount of movement within the workforce. The job market is extremely competitive in the Tri-Cities and Visit Tri-Cities is not insulated from the lure of new opportunity. Our organization has been impacted by this greater trend, leading to significant staffing changes in recent months. We want to take proactive measures to ensure that our experienced administrative and manager-level staff choose to remain at Visit Tri-Cities and feel confident in their decision to do so. These are positions that are critical to our success in growing hotel lodging revenue and achieving the Visit Tri-Cities mission. These proactive measures would also reduce the impact caused by turnover, including loss of institutional knowledge and industry expertise, hiring and onboarding costs, and the reduced ability of remaining staff to execute on existing projects and advance the work we are doing to promote the Tri-Cities as a premier destination. Retention incentives may include performance-based bonuses, a structured retention program and rewards to support and retain talented employees with specialized skills, knowledge and experience.

Publish e-Proposal

\$6,000

Publish is an application that is fully integrated within the iDSS Cyclone CRM platform, currently utilized by VTC for account management and lead distribution. Publish will provide the sales team the power to create beautiful, brand-on, print-ready electronic proposals utilizing key iDSS data, free-form content creation, and custom artwork. The application uses powerful page building tools and templates, helping to streamline the proposal creation process from start to finish.

State of Washington Tourism 2024 Conference**\$25,000**

State of Washington Tourism (SWT), the official state tourism office, hosts an annual conference each year where Washington's tourism industry professionals can convene for professional development, topical panel discussions, industry breakout sessions and networking. SWT is seeking an enthusiastic host destination for their 2023 and 2024 Conferences. Visit Tri-Cities will be submitting a bid to host the 2024 Conference. Destination host responsibilities include serving on the planning committee, arranging area Familiarization (FAM) tours including transportation, arranging transportation for speakers and attendees, and coordinating for local art, culture and attractions to be showcased during the event. Hosting the conference in Tri-Cities gives us the opportunity to showcase our destination while educating key tourism partners on the unique attractions and assets we offer, as well as building on future opportunities for collaboration.

IRONMAN Event Support**\$125,000**

Visit Tri-Cities is pursuing a bid to host a world-renowned IRONMAN event. As with most large national/international sporting events there is a requirement for financial support from the organizers. This financial support would only be incurred if the event is awarded to the destination. IRONMAN is one of the world's strongest brands, famous for being the premier triathlon series. An IRONMAN race consists of a unique 2.4-mile swim, 112-mile bike, and 26.2-mile run. An IRONMAN 70.3 race consists of a unique 1.2-mile swim, 56-mile bike, and 26.2-mile run. IRONMAN events typically attract more than 2,000 participants and over 5,000 spectators for each event and generate between \$4-7 million in economic impact for host destinations.

S.P.O.R.T.S Relationship Conference**\$100,000**

Visit Tri-Cities is preparing a bid to host the 2024 S.P.O.R.T.S Relationship Conference presented by SportsEvents Media Group. S.P.O.R.T.S. is a national hosted-buyer, multi-day event that attracts sports event planners and sports event suppliers to a single location to share educational and networking opportunities. The event attracts an estimated 70-80 sports event planners who are directly responsible for more than \$24 million in sports-tourism-related spending. In fact, just one event booked by an attendee at S.P.O.R.T.S. is estimated to generate an average of \$261,000.00 in direct spending for the destination. In addition to pre-set appointments between destinations and sports planners, the conference provides general sessions, roundtables, workshops, and opportunities for destination marketing organizations to collaborate.

\$441,500

Work Plan 2023

THE FOLLOWING IS A SUMMARY OF VISIT TRI-CITIES ACTIVITIES TO SUPPORT TOURISM.

STRATEGIC SALES & MARKETING

Convention & Group Sales

- Generate and submit 230 sales leads (Requests for Proposals) to industry partners.
- Secure conventions, meetings and sporting events that will attract 45,000 future overnight stays.
- Host familiarization tours for meeting planners and tournament directors, escorting each on a scheduled set of appointments specific to their event needs.
- Attend five industry events and trade shows such as Meeting Planners International, Washington Society of Association Executives, Society of Government Meeting Professionals, National Tour Association, etc. to meet with decision makers and promote the Tri-Cities as a destination of choice for conventions.
- Coordinate Spring Customer Appreciation Luncheon for up to 50 Washington State meeting Planners.
- Coordinate Fall Sales Blitz, featuring customer appreciation events and appointments with meeting planners.
- Conduct Director of Sales meetings to support and coordinate efforts with local tourism-related businesses.

Sports Sales & Development

- Research and attract new sporting events that fit the profile of the existing venues.
- Work with athletic directors, sports venue directors and community leaders to create attractive proposals for high school athletic district and state-wide championships.
- Attend national trade shows including TEAMS, Sports ETA, S.P.O.R.T.S Relationship Conference, and Esports Travel Summit. Meet with sports event planners to promote the Tri-Cities as a premier Northwest destination and secure signature events.
- Coordinate venue costs and accommodation pricing for tournament and event directors.
- Secure hotel room blocks and complimentary rooms as needed to secure events.
- Conduct Customer Appreciation Event for sports event organizers.

Marketing

- Optimize and promote VisitTri-Cities.com, creating and updating top landing pages, itineraries, and other visitor-focused content to inspire travel and increase hotel nights.
- Strategically use user generated photos and video to inspire consideration and act as calls to action throughout the website.
- Grow the email subscribers list to 12K through a lead magnet and distribute monthly consumer newsletters to enhance top of mind awareness and encourage wine, outdoor recreation, and STEM visitation.
- Strategically direct \$588,810 in targeted digital and print advertising, promoting the Tri-Cities as a destination of choice.
- Generate 20 million impressions through targeted digital campaigns in the in the Puget Sound and Spokane regions and other key markets.
- Inspire consideration and grow social media following through strategic social communications on Facebook (>30K followers), Twitter (>8K followers) and Instagram (>15K followers).

- Optimize and grow YouTube channel to 1K subscribers, promoting attractions of national & international interest.
- Create and distribute the official Visitor Guide and complementary materials featuring local amenities.
- Develop multiple itineraries to assist with planning and to promote tourism-related businesses in the Tri-Cities.

Media Outreach

- Direct the efforts of public relations firm to secure media opportunities creating interest and a positive image for the Tri-Cities.
- Conduct face-to-face meetings with writers representing key publications/programs to promote story ideas about the Tri-Cities region.
- Collaborate with and host qualified travel, lifestyle, wine, and food writers secure positive stories about the destination.
- Host familiarization tours with journalists, influencers and media reps, escorting each on a scheduled set of appointments specific to their story needs.
- Work with tourism officials in primary destination/gateway cities (Seattle/Portland) to create cooperative opportunities targeting national and international travelers.
- Attend media conferences to promote the Tri-Cities region to travel writers.
- Coordinate with State of Washington Tourism to amplify efforts in promoting the state to domestic and international travelers.

Visitor Services

- Manage and operate the Tri-Cities Visitor Center, providing a place for visitors and residents to gather information on local attractions, services, and tourism-related businesses.
- Promote the Visitor Guide and other publications highlighting the community, attractions, and activities to promote the Tri-Cities as a preferred travel destination.
- Support and interact with estimated 5,000 written and telephone requests for information on the Tri-Cities.
- Produce the Tri-Cities Calendar of Events.
- Offer a "Hot Dates" program to assist visitors in finding accommodations during high-demand dates.
- Stock the Satellite Visitor Centers with visitor information and brochures.
- Provide visitor services and maintain the interactive Tri-Cities kiosk at the Tri-Cities Airport and Three Rivers Convention Center.
- Increase distribution and usage of a "wine map" highlighting Mid-Columbia wineries.
- Coordinate the development of wine tourism itineraries with suggested opportunities for overnight packages with hotels, restaurants, transportation, cultural events, etc.
- Promote and market wine-related events to increase visitation.

Work Plan 2023

THE FOLLOWING IS A SUMMARY OF VISIT TRI-CITIES ACTIVITIES TO SUPPORT TOURISM.

COLLABORATIVE DESTINATION DEVELOPMENT

- Coordinate and manage efforts of the Tri-Cities River Shore Enhancement Council.
- Provide direction and guidance for recommendations outlined in the Rivershore Master Plan II.
- Coordinate efforts of the Tri-Cities National Park Committee.
- Provide direction and guidance for recommendations outlined in the Sports Facilities Market Analysis and Feasibility Study.
- Manage the cooperative efforts of the Wine Tourism Council serving wineries, wine-related venues, hotels, restaurants and transportation providers in Benton and Franklin counties.
- Support initiatives to expand or enhance critical convention facilities and event venues.
- Engage in tourism related initiatives in the MyTri 2030 program to help shape the future of our region.
- Work with TRIDEC and the Tri-City Regional Chamber of Commerce to support business and economic development initiatives.
- Participate and provide leadership in tourism industry organizations such as Washington State Destination Marketing Organization (WSDMO), State of Washington Tourism, Destination Marketing Association (DMA West) and Destinations International (DI).
- Collaborate with Federal and State Legislators on tourism related priorities.

PROACTIVE COMMUNITY ENGAGEMENT

- Establish and maintain an engaging and meaningful membership program to recognize, support and promote tourism related businesses and the partner organizations that support the mission and strategic pillars of our organization.
- Promote local tourism businesses and attractions through VisitTri-Cities.com
- Develop and produce an Advertising Sales Guide to outline opportunities and member benefits.
- Host the 2023 Annual Meeting to provide inspiration, education, tourism reports and outlook to our stakeholders and partners.
- Provide key data to keep members up to date on industry trends, opportunities and events through regular newsletter communications.
- Promote local businesses to convention and sports participants through the "Show Your Badge" program.
- Create member benefit programs to support tourism employment, recruiting, and workforce development.
- Provide materials to local companies to enhance their recruitment and employee relocation efforts.
- Conduct two hospitality, sales and customer service training/educational events to assist our hospitality partners in staff development.

- Manage the cooperative efforts of the Tri-Cities Sports Council serving high school athletic directors, municipal recreation departments, local sports clubs and sports officials.
- Secure volunteers for events taking place in the Tri-Cities.

INNOVATIVE ORGANIZATION

- Create and distribute marketing assets that convey the uncommon pulse of positive energy that originates in the people of our communities.
- Inspire visitation to support our hospitality partners, visitor attractions and overall economic development goals.
- Collaborate with community leaders and help foster development to enhance the destination and quality of life.
- Interact with civic organizations and share our organization's mission and purpose to create a shared community vision.
- Bring people together to generate optimism in our communities and create a destination thriving with vitality and purpose.
- Communicate in a way that inspires others to celebrate what is right with the area.
- Support workforce development through community grant programs offering scholarships for training courses through WSU Tri-Cities to ensure the success of the tourism and hospitality industries.
- Manage the proceeds of tourism promotion assessments as directed by the Commissioners of the Tri-City Hotel-Motel Commission and city councils.
- Promote and manage the Tri-Cities "Excellence in Service" program to inspire customer service region-wide.
- Foster Inclusivity, Diversity, Equity and Accessibility in the organization and destination by understanding, living and promoting the principles of our Tri-IDEAS initiative.
- Produce sustained and consistent tourism growth by preserving our position as an employer of choice through energizing work, professional growth and thoughtful adoption of effective employee retention initiatives.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-45, Authorizing a Second Amendment to the Consultant Agreement with Northwest Code Professionals for Plan Review Services

Department/Office
Development Services

Ordinance/Resolution Number:
2023-45

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-45, authorizing the City Manager to sign and execute a Second Amendment to Contract No. 200-22 with Northwest Code Professionals.

Summary:

On May 23, 2022, the City executed an agreement with Northwest Code Professionals (NWCP) to procure on-call plan review and inspection services for building permit applications submitted to the city. The initial agreement was executed administratively under the City Manager's authority in accordance with Chapter 3.04 of the Richland Municipal Code (RMC) and expires on December 31, 2023. The agreement was amended on June 2, 2022 to add Building Official services as needed.

Several large building permit projects have recently been submitted, and given current staffing vacancies, the City desires to continue utilizing Northwest Code Professionals' services in order to ensure timely review. To do this, additional contract value must be added to the existing agreement through Council action.

Resolution No. 2023-45 will authorize additional funding for the work described above, raising the new contract value to \$200,000. Contracted plan review is self-funded since the revenue is derived from permit fees submitted with each application.

Staff recommends adoption of Resolution No. 2023-45.

Fiscal Impact:

The Second Amendment to Contract No. 200-22 will add \$150,000 in contract value for a total contract cost of \$200,000. Salary savings from vacancies are expected to be sufficient to support the additional contract cost.

Attachments:

1. Resolution No. 2023-45
2. Second Amendment to Contract No. 200-22

RESOLUTION NO. 2023-45

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT
WITH NORTHWEST CODE PROFESSIONALS FOR BUILDING
CODE SUPPORT, PLAN REVIEW AND INSPECTION SERVICES.**

WHEREAS, the City of Richland and Northwest Code Professionals (“Service Provider”) entered into a Professional Services Agreement on May 23, 2022 (*see* Contract No. 200-22, hereafter the “Original Agreement”); and

WHEREAS, due to critical vacancies in the building division, the Original Agreement was amended on June 2, 2022 to incorporate Building Official services as needed; and

WHEREAS, the value of the Original Agreement, which expires on December 31, 2023, was below the threshold for solicitation and eligible for administrative execution; and

WHEREAS, permit review assignments currently being processed by Service Provider exceed the value of the Original Agreement, thereby requiring amendment through Council action.

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 Second Amendment to the Professional Services Agreement with Northwest Code Professionals to increase the total contract value to \$200,000.00.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH NORTHWEST CODE PROFESSIONALS
CONTRACT NO. 200-22**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 200-22, related to ***building code support, plan review, inspection services and building official support***. The Agreement was fully executed on **5/23/2022**. The expiration date of the Agreement is **12/31/2023**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 200-22 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A and original scope of work**, which is hereby incorporated into Contract No. 200-22.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$150,000. The new contract value is now \$200,000.
3. The contract period shall: ☒ remain unchanged; ☐ extend to **N/A**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

NORTHWEST CODE PROFESSIONALS

By: _____

By: _____

Jon Amundson, ICMA-CM
City Manager

Name: _____

Date: _____

Title: _____

Approved as to form:

Date: _____

Heather Kintzley, City Attorney

Exhibit A

Scope of Services: NWCP will provide project support for plan review and inspection services to the municipality on an as needed basis as directed by the City. The reviews will encompass foundation, structural, plumbing, mechanical, accessibility, energy code and life safety provisions. NWCP will perform inspections and plan reviews per the Municipality's adopted codes. NWCP is not obligated to perform services beyond what is contemplated by this agreement. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes. NWCP is under no obligation to perform and will not perform any inspection services relating to site infrastructure including roads, parking lots, landscaping, drainage or other matters not included as building code issues. NWCP will perform work at a level of competency in accordance with industry standards.

Fee Structure: NWCP fees for this agreement will be as follows:

Service Fees:	
Plan Review Fee When Requested	75% of total plan review fee*
Inspection Fees	\$90.00 per Hour, Minimum 2-Hour Fee per inspection day
After Hours/Weekend Inspections	\$100.00 per hour - minimum charge of 2 hours
Building Official/FLS Consulting on	\$90.00 per hour when approved by CITY



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-46, Ratifying a Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing

Department/Office
Assistant City Manager

Ordinance/Resolution Number:
2023-46

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-46, ratifying a three-year agreement with Insight Public Sector for Microsoft volume licensing.

Summary:

The City exclusively uses the Microsoft software suite which allows all employees to access the software on all city-owned devices. The City purchases Microsoft volume licensing, which provides an easier and more affordable method to run the software on multiple computers.

Pursuant to RCW 39.34.030, the City is authorized to enter into cooperative purchasing agreements with other public agencies to “piggyback” onto procurement efforts conducted by those agencies. The solicitation, evaluation, and award process conducted by the State of Washington Master Contract No. 14922-03/NASPO Agreement #CTR060025 meets the City of Richland’s procurement requirements.

The City’s previous three-year agreement with Microsoft expired on March 31, 2023, and the renewal agreement was not timely provided such that Council approval could be obtained without experiencing a disruption in service. The City Manager executed the proposed three-year agreement to prevent a disruption in service that would have severely impacted city operations. Because the value of the volume licensing agreement exceeds the administrative execution authority codified in RMC 3.04.050(B), Council action is necessary to ratify the City Manager’s execution of the agreement.

Staff recommends adoption of Resolution No. 2023-46.

Fiscal Impact: The annual amount for this agreement is \$222,883.70, which totals \$668,651.09 over the three-year agreement. Adequate budget capacity exists in the 2023 Information Technology budget to fund the licensing. Future contract years (2024-2025) will be included in the appropriate annual budgets.

Attachments:

1. Resolution No. 2023-46
2. 2023-2025 Microsoft Volume Licensing Agreement

RESOLUTION NO. 2023-46

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
RATIFYING A THREE-YEAR AGREEMENT WITH INSIGHT
PUBLIC SECTOR FOR MICROSOFT VOLUME LICENSING.**

WHEREAS, the City of Richland exclusively uses the Microsoft software suite which allows all employees to access the software on all city-owned devices; and

WHEREAS, the City purchases Microsoft volume licensing which provides an easier and more affordable method of running the software on multiple computers; and

WHEREAS, pursuant to RCW 39.34.030, the City is authorized to enter into cooperative purchasing agreements with other public agencies to “piggyback” onto procurement efforts conducted by those agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by the State of Washington Master Contract No. 14922-03/NASPO Agreement #CTR060025 meets the City of Richland’s procurement requirements; and

WHEREAS, the City’s previous three-year agreement with Microsoft expired on March 31, 2023, and the renewal agreement was not timely provided such that Council approval could be obtained without experiencing a disruption in service; and

WHEREAS, the City Manager executed the proposed three-year agreement to prevent a disruption in service that would have severely impacted city operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the three-year agreement with Insight Public Sector for Microsoft volume licensing is hereby ratified.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

6564327

5-0000009840064

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 / New
Product Selection Form	1299486.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Richland

Signature*

Printed First and Last Name* Jon Amundson

Printed Title City Manager

Signature Date* March 22, 2023

Tax ID 91-6015119

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

76207909

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

86084037

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Richland

Contact name* First Deepti **Last** Vijayan

Contact email address* dvijayan@CI.RICHLAND.WA.US

Street address* 2700 Duportail St.

City* Richland

State* WA

Postal code* 99352-9106-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 509-942-7499

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Deepti Last Vijayan
Contact email address* dvijayan@CI.RICHLAND.WA.US
Street address* 2700 Duportail St.
City* Richland
State* WA
Postal code* 99352-9106-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 509-942-7499

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Deepti Last Vijayan
Contact email address* dvijayan@CI.RICHLAND.WA.US
Phone* 509-942-7499

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 2701 E. Insight Way
City* Chandler
State* AZ
Postal code* 85286-1930
Country* United States
Contact name* Software *Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Software *Contract Support

Printed name* Software *Contract Support

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted



Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Richland

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	86084037	X	



Amendment to Contract Documents

Enrollment Number

5-0000009840064

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365 G3 FSA GCC Sub Per User	493	0
AAA-12417	CCAL Bridge O365 FSA Sub Platform Per User	493	0
AAA-12415	CCAL Bridge O365 Sub Platform Per User	0	79
AAA-11894	O365 G3 GCC Sub Per User	79	0
3GU-00001	Defender O365 P1 GCC Sub Per User	493	79
P3U-00001	Visio P2 GCC Sub Per User	18	0
3KS-00001	O365 F3 GCC Sub Per User	85	0
SFR-00001	Power Automate GCC Sub Per User	12	0
7MS-00001	Project P3 GCC Sub Per User	4	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	657

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
--	--	-----	---



Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

1299486.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	493	572	0.9	-	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC FromSA	493
O365 G3 GCC	79
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	79
Core CAL Bridge for Office 365 From SA	493
Windows Desktop	
Windows Enterprise OS Upgrade	493

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	572	572	0	493

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
---	---

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-47, Adopting the Little Badger Mountain Trail Loop Master Plan

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-47

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-47, adopting the Master Plan for the Little Badger Mountain Trail Loop.

Summary:

The City of Richland has long supported the regional Rivers to Ridges Plan in the Mid-Columbia. The Plan envisions an interconnected recreational trail and open space network located between Red Mountain and the Yakima River with Candy, Badger, and Little Badger Mountains as connecting elements of the system. Existing segments of the trail located on Badger and Candy Mountains are extremely popular and are considered to be recreational amenities that improve quality of life.

For over ten years, the City has been working with developers and the Friends of Badger Mountain, a non-profit organization, in support of the regional effort to assemble properties and easements to expand the popular trail amenity to the Little Badger Mountain area. In preparation for future planned trail development, the Richland Parks & Recreation Commission (PRC) worked with various stakeholders over the last year to develop the Little Badger Mountain Loop Master Plan. Implementation of the Plan will occur through the annual capital planning process. The full build-out may take as long as 20 years.

The Parks and Recreation Commission voted to favorably recommend the proposed Plan at a special meeting on March 23, 2023.

Staff recommends adoption of Resolution No. 2023-47.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-47

RESOLUTION NO. 2023-47

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE LITTLE BADGER MOUNTAIN TRAIL LOOP
MASTER PLAN.**

WHEREAS, the City of Richland has a large-scale capital improvement project titled River-to-Ridges Trail with the goal of developing trail systems throughout Richland, including a section of trail on Little Badger Mountain; and

WHEREAS, the City worked with developers to negotiate necessary trail easements to create trail connections, and with the Friends of Badger Mountain (FOBM) to acquire land through grants and donations; and

WHEREAS, progress on land acquisition and development on Little Badger Mountain triggered the need for a master plan; and

WHEREAS, in 2022, the City entered into a consultant agreement with Michael Terrell Landscape Architecture for master planning services (*see* Contract No. 86-22) and launched a comprehensive public process for feedback; and

WHEREAS, the Richland Parks & Recreation Commission oversaw the comprehensive public process to develop the master plan for the Little Badger Mountain Trail Loop, and favorably recommends that Richland City Council adopt the plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the master plan for the Little Badger Mountain Trail Loop, as depicted in **Exhibit A** attached hereto and incorporated herein by reference, is hereby adopted.

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 April, 2023.

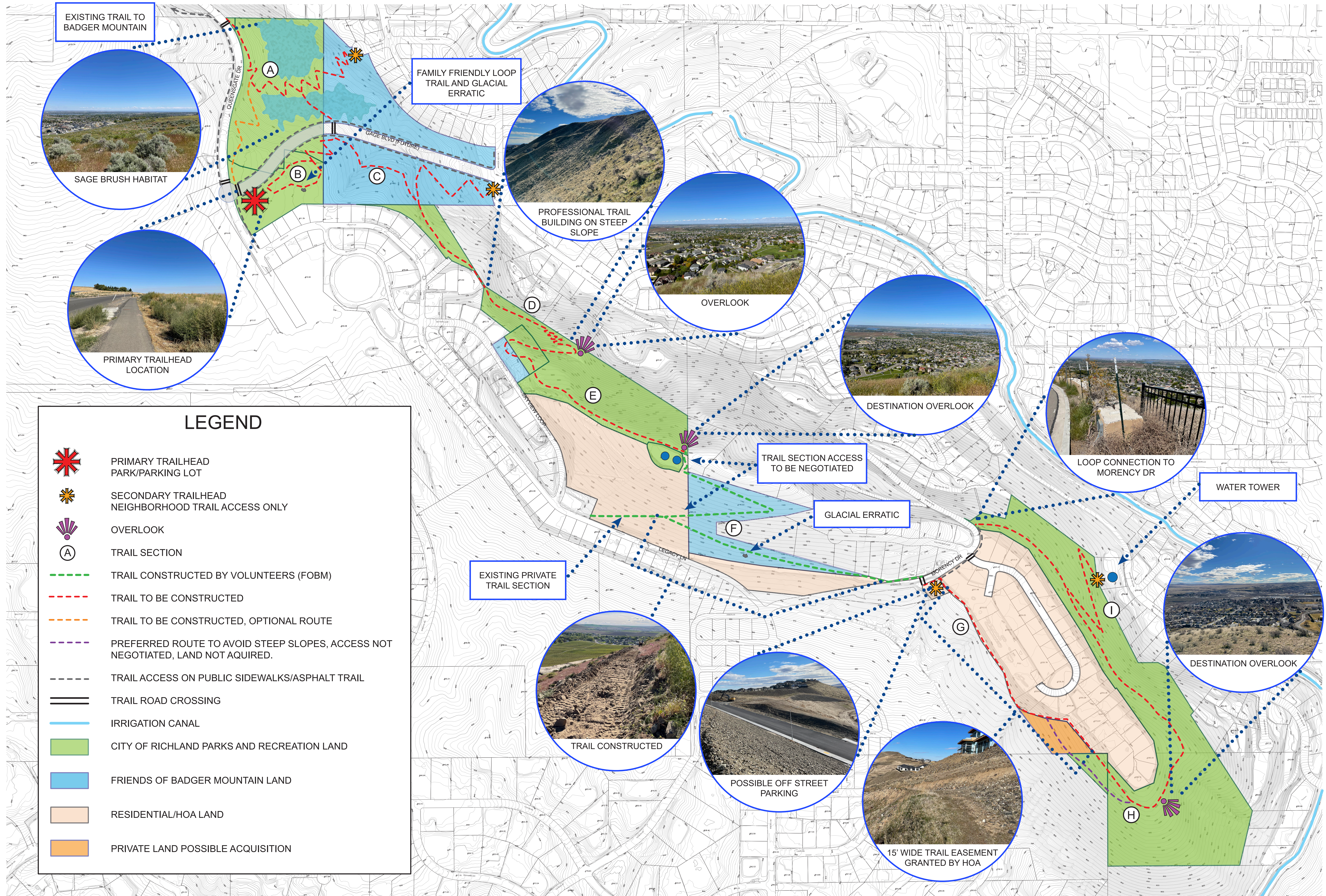
Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



LITTLE BADGER MOUNTAIN LOOP TRAIL MASTER PLAN RICHLAND, WA





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-48, Rejecting All Bids for the Wayfinding Signage Phase 2 and 3 Project

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-48

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-48, rejecting all bids for the Wayfinding Signage Phase 2 and 3 Project.

Summary:

In 2017, the City of Richland partnered with the Tri-Cities Visitor & Convention Bureau and local city, county, and port jurisdictions to develop an information wayfinding signage plan. The duly adopted Capital Improvement Plan (CIP) includes the budget for three (3) phases, with the first phase completed in 2021.

Since that time, the City has contracted with a designer and an architect to create construction documents for phases 2 and 3 of the Wayfinding Signage Project. Bids were solicited consistent with the City's purchasing policies, with one (1) bid received and opened on March 7, 2023. The one and only bid received totaled \$1,105,979.44, which exceeded the engineer's estimate and project budget by a substantial amount.

After analysis of the bid received, staff believes that a restructured bid package based on a refined scope will produce more favorable bid participation and results. The City's best interests are served by rejecting all bids for the Wayfinding Signage Phase 2 and 3 Project and reevaluating the approach to bidding on this work.

Staff recommends adoption of Resolution No. 2023-48.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-48

RESOLUTION NO. 2023-48

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
REJECTING ALL BIDS FOR THE WAYFINDING SIGNAGE PHASE
2 AND 3 PROJECT.**

WHEREAS, in 2017, the City partnered with the Tri-Cities Visitor and Convention Bureau and local city, county and port jurisdictions for the development of an information wayfinding signage plan; and

WHEREAS, the City's adopted Capital Improvement Plan (CIP) included budget for all three (3) project phases necessary to complete Richland's signage (hereafter the "Project"); and

WHEREAS, the City completed the first phase of the Project in 2021; and

WHEREAS, the City contracted with a designer and an architect to create construction documents for phases 2 and 3 of the Project; and

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with one (1) bid received and opened on March 7, 2023; and

WHEREAS, the one and only bid totaled \$1,105,979.44, which exceeds the engineer's estimate and project budget by a substantial amount; and

WHEREAS, analysis of the bid received suggests that a restructured bid package based on a refined scope will likely produce more favorable bid participation and results; and

WHEREAS, the City's best interests are served by rejecting the bid received and reevaluating the approach to bidding this work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that all bids for the Wayfinding Signage Phase 2 and 3 Project 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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-49, Authorizing 2023 Park Partnership Program Grants

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-49

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-49, authorizing the City Manager to sign and execute agreements with Horn Rapids Motorsports Complex (HRMC), Heavy 2 LLC, SILAS Education, Columbia Basin BMX, and Tri-City R/C Modelers as provided therein.

Summary:

The City administers an annual grant program that provides matching funds to eligible organizations intending to improve city parks, trails, open spaces and/or facilities. The total approved 2023 budget for the Park Partnership Program is \$40,000 from the Park Reserve Fund.

Six (6) Park Partnership Program applications were received and five (5) organizations qualified for the 2023 Park Partnership Program. On March 9, 2023, the Parks & Recreation Commission (PRC) recommended that Park Partnership agreements be executed with the following organizations in amounts consistent with RCW 32.21.278:

- Horn Rapids Motorsports Complex: **\$8,000**
- Heavy 2 LLC: **\$8,000**
- SILAS Education: **\$8,000**
- Columbia Basin BMX: **\$5,150**
- Tri-City R/C Modelers: **\$8,000**

Staff recommends adoption of Resolution No. 2023-48.

Fiscal Impact: Funding the five (5) recommended applications will cost \$37,150. The 2023 Parks Partnership Program is funded at \$40,000.

Attachments:

1. Resolution No. 2023-49
2. 2023 PPP Horn Rapids Motorsports Complex (HRMC) - Packet
3. 2023 PPP Heavy 2 LLC - Packet
4. 2023 PPP SILAS Education - Packet
5. 2023 PPP Columbia Basin BMX (CBBMX) - Packet
6. 2023 PPP Tri-City Remote Control (RC) Modelers - Packet

RESOLUTION NO. 2023-49

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING 2023 PARK PARTNERSHIP PROGRAM FUNDING
ALLOCATIONS AND AUTHORIZING 2023 PARK PARTNERSHIP
AGREEMENTS.**

WHEREAS, the City of Richland's Park Partnership Program provides financial assistance to individuals and groups to make qualifying improvements to city parks, trails, open space, and recreational facilities, and

WHEREAS, the 2023 Budget includes \$40,000 for Park Partnership Program projects; and

WHEREAS, the Parks & Recreation Commission favorably recommends the following 2023 Park Partnership funding allocations based on submitted applications and pursuant to RCW 35.21.278 reimbursement limitations: Horn Rapids Motorsports Complex (HRMC) for \$8,000; Heavy 2 LLC for \$8,000; SILAS Education for \$8,000; Columbia Basin BMX for \$5,150; and Tri-City Radio Control (R/C) Modelers for \$8,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute grant agreements with the identified recipients, and in identified amounts, to accomplish the park, trail, open space, and/or recreational facility improvements identified in each applicant's respective application:

1. Horn Rapids Motorsports Complex (HRMC) in the amount of \$8,000;
2. Heavy 2 LLC in the amount of \$8,000;
3. SILAS Education in the amount of \$8,000;
4. Columbia Basin BMX in the amount of \$5,150;
5. Tri-City Radio Control (R/C) Modelers in the amount of \$8,000.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland Parks and Public Facilities Department

2023 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space, and recreational facilities. The 2023 program year is budgeted at \$40,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, individuals, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, planning, or renovation project that provides its principal benefit to the general public.
5. The project must not require a City labor component to the proposed project, unless otherwise agreed upon by both parties.
6. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$28.54 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
7. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.
8. Projects that require a long term (more than one year) commitment require a second agreement.
9. Reference RCW 35.21.278

Project Timeline:

Application Due Dates

Applicant must attend mandatory open house zoom meeting on Tuesday, February 7, 2023. Please contact Patty Roe, Administrative Assistant, at proe@ci.richland.wa.us to schedule your meeting time. All sessions will be pre-scheduled between the hours of 3:00pm – 5:00pm.

Application must be submitted by close of business on February 22, 2023.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications may be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for a mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. Applicants will have the option of a finalized written report or a second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2023 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project Objective/purpose of the proposal
3. Proposed Project Schedule
4. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date or written report, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Mach).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



**City of Richland
Parks and Recreation Department**

**Park Partnership Program
Application**

Project Information

Name of Park: Horn Rapids Motorsports Complex (HRMC)

Project Location in Park: spectator area

Brief Description of Project: Installing a culvert bridge passage to provide a safe path of travel for spectators to cross active track service to view and observe riders and or competitors.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information Devon

Name (First and Last): Coffman

Organization Representing: Horn Rapids Motorsports Complex (HRMC)

Contact Address: 3432 Beardsley Dr. BLDG A

City/State/ZIP: Richland WA 99354

Home Phone: (509)-496-2958 Work Phone: (509)-496-2958

FAX: E-mail: hrmc.office@hornrapidsmx.com

Project Cost

Amount from City (*maximum amt. \$8,000*): \$ 8000

Cash from Applicant: \$ 2000

"In-Kind" Amount (*Applicant and Other Sources*): \$ 15697

Cash Other Sources: \$ 0

Total Project Cost: \$ 25,697

DUE DATE: Close of business Wednesday, February 22, 2023



City of Richland
Parks and Public Facilities Department

Work Plan

Steps	Responsible Party	Completion Date
purchase culvert	Pacific Steel	03/15/23
unload culvert	Pacific Steel	03/18/23
dig the culvert ditch	HRMC	03/18/23
place culvert	HRMC	03/19/23
test culvert installation	HRMC	03/20/23
bury and finalize culvert	HRMC	03/21/23



City of Richland Parks and Public Facilities Department Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

HRMC will handle project management, the cost below are hard cost+fixed. HRMC will provide \$2000,

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but no confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under “Income-Anticipated.”

Item Description:	Income – Confirmed	Income - Anticipated
cash on hand	2000	0
individual donors/ equipment/ fuel/	15,697	
Requested City Match Amount		8000
Total:	25,697	8000

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the “Requested City Match Amount” listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
x2 20ftx6ft culvert and band	10,000	2000 HRMC	8000
	15,697	15,697 HRMC	0
Total:	25,697	17,697	8000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

labor hours may vary slightly higher, due to weather conditions, and shipping. Also availability on parts,



City of Richland
Parks and Public Facilities Department
Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
HRMC _____ for its "In Kind" match.

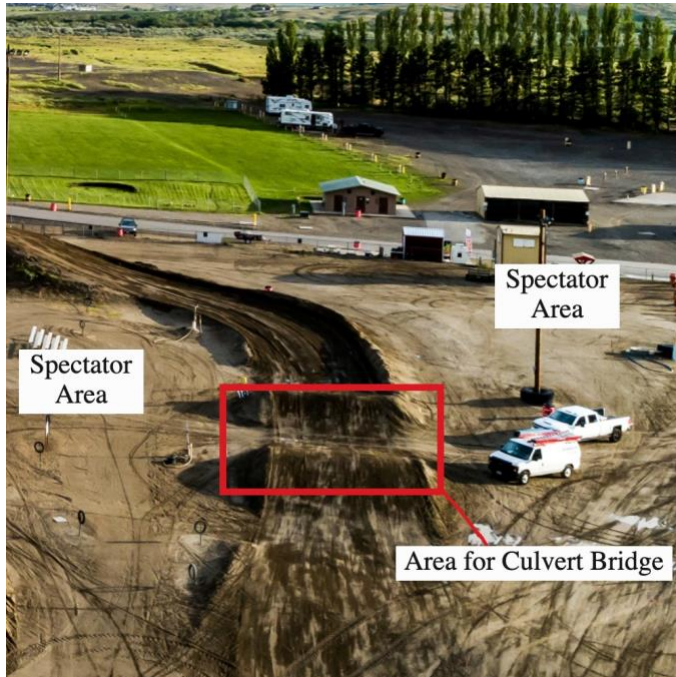
(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
labor	Ray		509-953-5242	23	30hr	Ray Coffman
labor	Mason			23	30hr	Mason Childers
labor	Devon		208-415-8719	23	30hr	Devon Coffman
labor	Kris			23	30hr	Kris Anderson
labor	bobby			23	30hr	Bobby tuttle
equipment	tractor			10	200hr	N/A
equipment	backhoe			20	200hr	N/A

HRMC/ORV Facility Infrastructure

Safety Walkway for Spectators of the Off-Road Facility

Overview of Project Design and Budget:



Budget: \$25,000.00 for total cost of project

\$10,000.00 for materials. (Culvert, band, and freight to facility)

\$15,000.00 for labor and equipment usage. (Excavation and installation of culvert)

Primary Beneficiary and Purpose of Proposal

This project is to provide a safe avenue for spectators to safely reach areas designed to view and observe riders and/or competitors. Where spectators are currently crossing the track to move from one viewing area to another, they are putting themselves and the riders at risk of injury or worse. This situation if left uncorrected is very likely to cause an incident that can and will delay or cancel our yearly insurance, leading to loss of events and attractions. Industry standard insurance requires that the insured must provide a 35ft buffer between racing surface and any viewing areas to maintain spectator safety.

This will be accomplished by providing a culvert bridge passage for spectators to safely cross traffic between viewing areas. This will allow spectators to move to a safe viewing area without causing a safety issue to riders, competitors, and/or themselves.

Proposed Project Schedule

We are planning on starting on the project immediately, by purchasing the culvert on March 15th, and the expected completed date is March 21st, where the bridge passage will be finalized.

Maintenance Considerations

There are few maintenance considerations for the project. The cost of labor and equipment can fluctuate due to weather and could create unforeseen setbacks to the project schedule. After being installed, the only necessary maintenance will be monitoring the dirt and surrounding area for compacting and settling and keeping clear of dirt and debris. After installation, the structure will be relatively maintenance free.



City of Richland Parks and Public Facilities Department

2023 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space, and recreational facilities. The 2023 program year is budgeted at \$40,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, individuals, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, planning, or renovation project that provides its principal benefit to the general public.
5. The project must not require a City labor component to the proposed project, unless otherwise agreed upon by both parties.
6. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$28.54 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
7. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.
8. Projects that require a long term (more than one year) commitment require a second agreement.
9. Reference RCW 35.21.278

Project Timeline:

Application Due Dates

Applicant must attend mandatory open house zoom meeting on Tuesday, February 7, 2023. Please contact Patty Roe, Administrative Assistant, at proe@ci.richland.wa.us to schedule your meeting time. All sessions will be pre-scheduled between the hours of 3:00pm – 5:00pm.

Application must be submitted by close of business on February 22, 2023.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications may be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for a mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. Applicants will have the option of a finalized written report or a second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2023 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project Objective/purpose of the proposal
3. Proposed Project Schedule
4. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date or written report, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Mach).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



**City of Richland
Parks and Recreation Department**

**Park Partnership Program
Application**

Project Information

Name of Park: Heavy Queensgate Park

Project Location in Park: 999 Queensgate Dr. South Boundary by Keene Rd.

Brief Description of Project: Maintain and beautify City of Richland property by Keene Rd. to become aesthetically pleasing to citizens of Richland. Adding value to the recreational trail and businesses in the neighboring area. Also to be uniform with neighboring businesses

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information Legal Owner

Name (First and Last): Rajbir Sandhu

Organization Representing: Heavy 2 LLC

Contact Address: 999 Queensgate Drive

City/State/ZIP: Richland WA 99352

Home Phone: 509-727-3000 Work Phone: 509-727-3000

FAX: 509-221-1301 E-mail: sandhu2035@gmail.com

Project Cost

Amount from City (*maximum amt. \$8,000*): \$ 8000

Cash from Applicant: \$ 30000

"In-Kind" Amount (*Applicant and Other Sources*): \$ 30000

Cash Other Sources: \$ 0

Total Project Cost: \$ 38000

DUE DATE: Close of business Wednesday, February 22, 2023



City of Richland
Parks and Public Facilities Department

Work Plan

Steps	Responsible Party	Completion Date
Landscaping	Galaxy Landscaping LLC	90 days from
Park Picnic Tables Placement	SGS LLC	90 days from
Concrete Pads	Mago Construction LLC	90 days from
Rocks/ River Rocks Placement	Galaxy Landscaping LLC	90 days from
Half Cut Wine Barrels For Planters	Queensgate Gardens	120 days from
Metal Art Sculptures	TBD	120 days from
Flower Bushes 5 Feet Tall	Queensgate Gardens	120 days from
Sprinkler+Drip Water System;	Galaxy Landscaping LLC	120 days from



City of Richland Parks and Public Facilities Department Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

Total cost for all items described in work plan are estimated to be 30-40K. To be started immediately after

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
Heavy 2 LLC	cash on hand \$30,000	
Requested City Match Amount	\$8000	
Total:	\$38000	0

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Galaxy Landscaping	9000		3000
SGS Picnic Tables	6000		2000
Mago Construction Concrete Pads	4200		1400
Queensgate Gardens	5100		1600
Metal Art Sculptures	13,700		0
Total:	\$38000	0	\$8000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

The purpose of this project is to make the corner of Keene Rd. and Queensgate Drive Appealing for

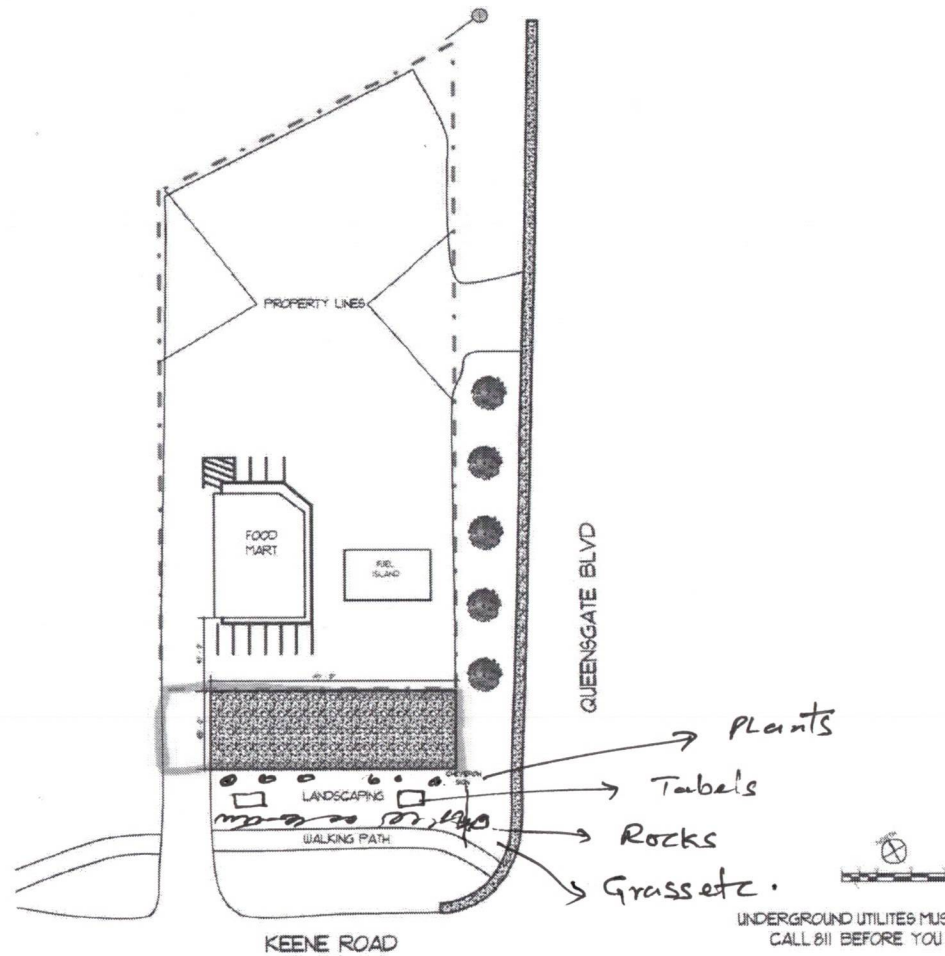


City of Richland
Parks and Public Facilities Department
Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
_____ for its "In Kind" match.

(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature



Revision #:

Date: 2/20/2023

Scale:

1" = 30'

Landscape Plan:

QUEENSGATE FOOD MART

Landscape Design by: Adrian "Dean" Aeling BSLA



City of Richland Parks and Public Facilities Department

2023 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space, and recreational facilities. The 2023 program year is budgeted at \$40,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, individuals, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, planning, or renovation project that provides its principal benefit to the general public.
5. The project must not require a City labor component to the proposed project, unless otherwise agreed upon by both parties.
6. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$28.54 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
7. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.
8. Projects that require a long term (more than one year) commitment require a second agreement.
9. Reference RCW 35.21.278

Project Timeline:

Application Due Dates

Applicant must attend mandatory open house zoom meeting on Tuesday, February 7, 2023. Please contact Patty Roe, Administrative Assistant, at proe@ci.richland.wa.us to schedule your meeting time. All sessions will be pre-scheduled between the hours of 3:00pm – 5:00pm.

Application must be submitted by close of business on February 22, 2023.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications may be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for a mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. Applicants will have the option of a finalized written report or a second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2023 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project Objective/purpose of the proposal
3. Proposed Project Schedule
4. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date or written report, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Mach).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



**City of Richland
Parks and Recreation Department**

**Park Partnership Program
Application**

Project Information

Name of Park: Tāpteal Greenway Trail

Project Location in Park: 4 locations adjacent to the trail

Brief Description of Project: The Hanford Reach Solar System includes markers denoting the orbits of each planet. This proposal is to create the last 4 to complete the Richland portion of these river trail markers. Specifically, Mercury, Venus, Mars, and Ceres will be built.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information www.silaseducation.org

Name (First and Last): Trevor Macduff

Organization Representing: SILAS Education

Contact Address: PO Box 5078

City/State/ZIP: Pasco WA 99302

Home Phone: 509.205.0557 Work Phone: 509.205.0557

FAX: E-mail: trevor@silaseducation.org

Project Cost

Amount from City (*maximum amt. \$8,000*): \$ 8000

Cash from Applicant: \$ 1000

"In-Kind" Amount (*Applicant and Other Sources*): \$ 12000

Cash Other Sources: \$ 4000

Total Project Cost: \$ 25,000

DUE DATE: Close of business Wednesday, February 22, 2023



City of Richland
Parks and Public Facilities Department

Work Plan

Steps	Responsible Party	Completion Date
Order stones cut by Dennis Wise	Trevor Macduff	May 1, 2023
Coordinate installation requirements with COR	Trevor Macduff	May 1, 2023
Install Stones at specific locations	Trevor Macduff/Tri-Tech	June 1, 2023
Commission artwork by Savvio LLC	Joseph Rastovich	August 1, 2023
Install artwork	Joseph Rastovich	September 1, 2023
Install plaques	Trevor Macduff	September 1, 2023



City of Richland Parks and Public Facilities Department Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

The Hanford Reach Solar System is a scale model of our solar system centered at the REACH Museum

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
Cash on hand	\$1000	
In-kind donations		\$12,000
Capitol Greenway Seed Money	\$4000	
Requested City Match Amount		\$8000
Total:	\$5000	\$20,000

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Concrete and rock installation		\$12,000	\$800
Corten/stainless artwork	\$3400		\$3400
Basalt rocks and cutting	\$1600		\$1600
Donor plaques			\$700
Equipment Rental/Concrete			\$1500
Total:	\$5000	\$12,000	\$8000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

Examples of this project can be seen at Howard Amon Park, near the Trident Sail Park, and west of



City of Richland
Parks and Public Facilities Department
Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
SILAS Education _____ for its "In Kind" match.

(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
Concrete Installation	Tri-Tech Skill Center	5929 W. Metaline Ave,	509.222.7300	80	\$2400	L. McKinney/ via phone
Concrete Installation	Tri-Tech Skill Center	5929 W. Metaline Ave,	509.222.7300	equipment	\$9600	L. McKinney/ via phone

SILAS Education- Proposal for 4 Orbital Markers
City of Richland- Parks Partnership Program

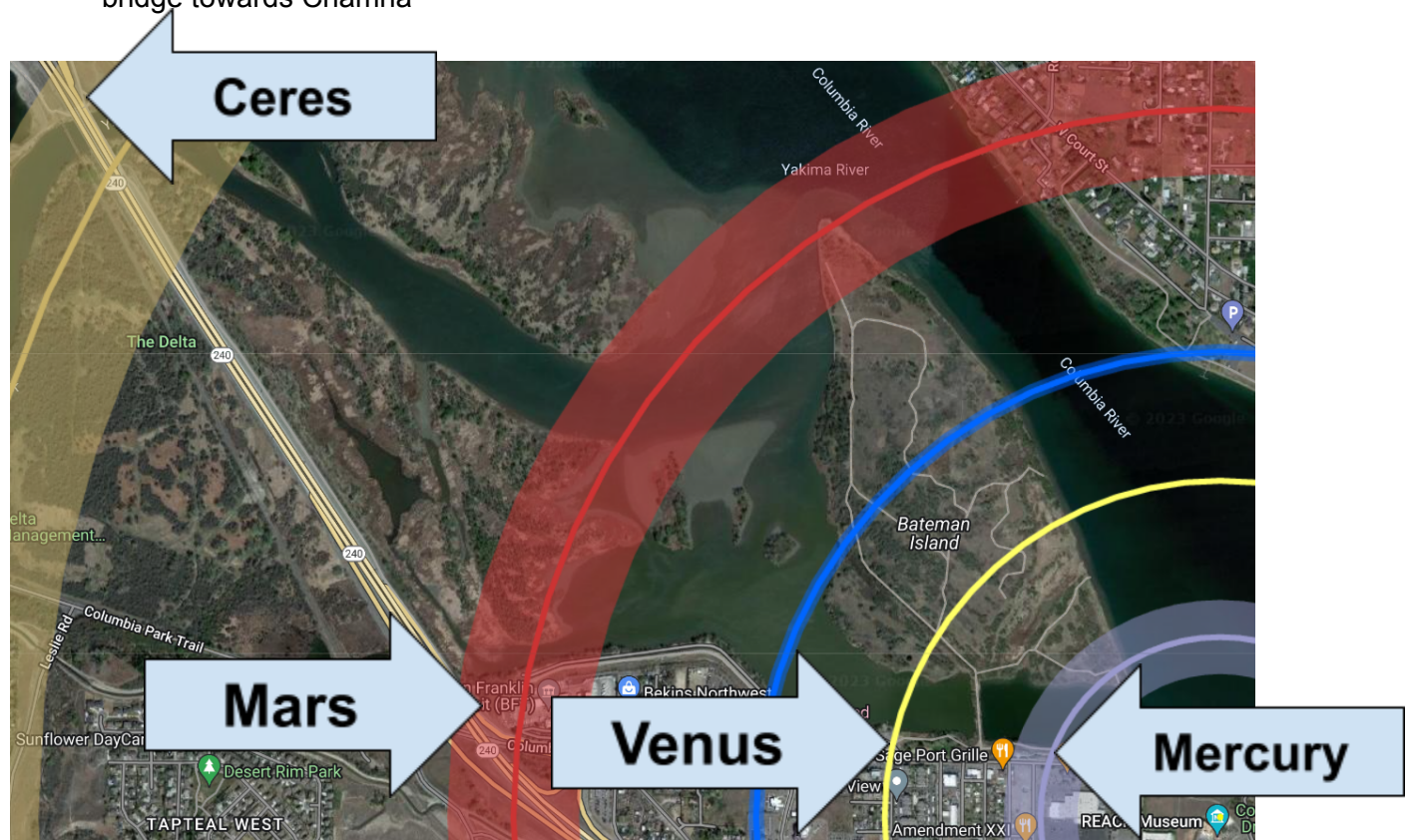
Overview:

The Hanford Reach Solar System is a classroom design project showing the size and orbit of each planet in our solar system. With a 40-foot Sun at the REACH Museum, the rest of the sizes and orbits of the planets lay out predictably on a map of our region.

This proposal is to create 4 more markers throughout the Richland parks system to denote Mercury, Venus, Mars, and Ceres (representing the asteroid belt). When completed, this will be an educational tourist draw. We intend to provide ongoing professional development to local teachers as well as grants for transportation to ensure students can experience and engage with the installation. We are also placing this within our parks to encourage recreation and exploration of our region.

Locations:

- **Mercury**- The intersection of the sidewalk switchback and asphalt trail below the Sacagawea plaza on Columbia Park Trail.
- **Venus**- Near the heart landscape at the Bateman Island boat launch.
- **Mars**- Behind BFT near the onramp to 240 from Columbia Park Trail
- **Ceres**- East of the offramp from 240 towards Pasco as the trail splits and goes under the bridge towards Chamna



Budget:

These markers have been typically budgeted at around \$4000-\$5000 each, however with the rising costs of late, we are now coming in around \$6000. Labor costs are a big part of this, so we are working with various groups to facilitate in-kind donations. Our current estimate for a cash cost of installation is \$25,000 for all 4. However, this is being offset in part by a partnership with the Tapteal Greenway Association and labor from the Tri-Tech Skills Center Construction program.

Schedule:

Once approved, we will need to verify with COR for our installation locations to make sure we are complying with all tribal and USCE regulations. We have installed before, so it seems likely we'll be easily in compliance, but it is crucial to meet with city staff and ensure our locations are appropriate. The artwork takes 3-6 months from the time of request, during which time we'll work with Tri-Tech to get the sites prepped, place the stones, and set the concrete. We can anticipate completion around September 2023, depending on the date of approval.

Maintenance:

These were designed in cooperation with City of Richland staff to ensure low maintenance. The basalt plinth blends with the natural environment and any damage to it weathers away to a natural look. The corten steel has a patina of rust that seals the rest of the interior from damage by weather. The plaque is stainless steel, which is designed to retain its luster. Maintenance should be minimal, barring graffiti.

Contact:

Trevor Macduff, president

trevor@silaseducation.org

509.205.0557



City of Richland Parks and Public Facilities Department

2023 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space, and recreational facilities. The 2023 program year is budgeted at \$40,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, individuals, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, planning, or renovation project that provides its principal benefit to the general public.
5. The project must not require a City labor component to the proposed project, unless otherwise agreed upon by both parties.
6. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$28.54 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
7. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.
8. Projects that require a long term (more than one year) commitment require a second agreement.
9. Reference RCW 35.21.278

Project Timeline:

Application Due Dates

Applicant must attend mandatory open house zoom meeting on Tuesday, February 7, 2023. Please contact Patty Roe, Administrative Assistant, at proe@ci.richland.wa.us to schedule your meeting time. All sessions will be pre-scheduled between the hours of 3:00pm – 5:00pm.

Application must be submitted by close of business on February 22, 2023.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications may be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for a mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. Applicants will have the option of a finalized written report or a second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2023 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project Objective/purpose of the proposal
3. Proposed Project Schedule
4. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date or written report, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Mach).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



**City of Richland
Parks and Recreation Department**

**Park Partnership Program
Application**

Project Information

Name of Park: Horn Rapids Athletic Complex

Project Location in Park: Columbia Basin BMX Track

Brief Description of Project: Replacement of the tracks Moto Board. This serves as a bulletin board for the community members who visit the park, and is used during races to post the race motos.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information Sam

Name (First and Last): McPeck

Organization Representing: Columbia Basin BMX

Contact Address: 1210 Roberdeau

City/State/ZIP: Richland WA 99354

Home Phone: 5093086944 Work Phone: N/A

FAX: N/A E-mail: midcbmx@gmail.com

Project Cost

Amount from City (*maximum amt. \$8,000*): \$ 5150

Cash from Applicant: \$ 500

"In-Kind" Amount (*Applicant and Other Sources*): \$ 9850

Cash Other Sources: \$ 0

Total Project Cost: \$ 15,500

DUE DATE: Close of business Wednesday, February 22, 2023



City of Richland
Parks and Public Facilities Department

Work Plan

Steps	Responsible Party	Completion Date
Remove Current Moto Board	CBBMX	May 2023
Install 5 Footings - 2'x3'	CBBMX	May 2023
Fabricate & Install 5 posts	CBBMX	May 2023
Install boards between posts and roof	CBBMX	May 2023
Install Lighting	CBBMX	May 2023
Paint & Touch-up	CBBMX	May 2023



City of Richland Parks and Public Facilities Department Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

This project will be largely done with volunteer labor, and city matching funds.

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under “Income-Anticipated.”

Item Description:	Income – Confirmed	Income - Anticipated
Cash on hand	500.00	
Requested City Match Amount		5150.00
Total:	500.00	5150.00

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the “Requested City Match Amount” listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Electrical Lighting	500		400
Steel Posts & Roofing		3000	3500
Footings			500
Wood Infill Panels			750
Total:	500	3000	5150

Expense Description: Please use this space to provide any additional information you might feel is necessary.

N/A



City of Richland
Parks and Public Facilities Department
Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
Columbia Basin BMX _____ for its "In Kind" match.

(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
Steel Post Fabrication	Metalfab Inc.	5302 W Van Giesen			3000	
Volunteer Labor	Various CBBMX	N//A		260	7,420.40	

Columbia Basin BMX Parks Grant Proposal

Overview of Project Design & Budget Overview

This project will replace the current worn out Moto Bulletin Board at Columbia Basin BMX Track, part of the Horn Rapids Athletic Complex. This new project design will add functionality in providing a lighted surface, as well as being more robust to last for many more years to come. Our current board is used mainly to post our order of races at the track (we call each age group race a Moto). With the addition of a roof and lighting in the new design, we hope to be able to also post information about BMX racing for the overall public that visits the track and surrounding park.

The total budget for this project, including volunteer labor, gifts in kind, Parks Grant matching funds and cash on hand is \$15,500.

Description of Primary Beneficiary

The primary beneficiary of this project will be the BMX racing community that uses the track, as well as the multitude of non-racing members of the public that visit the track.

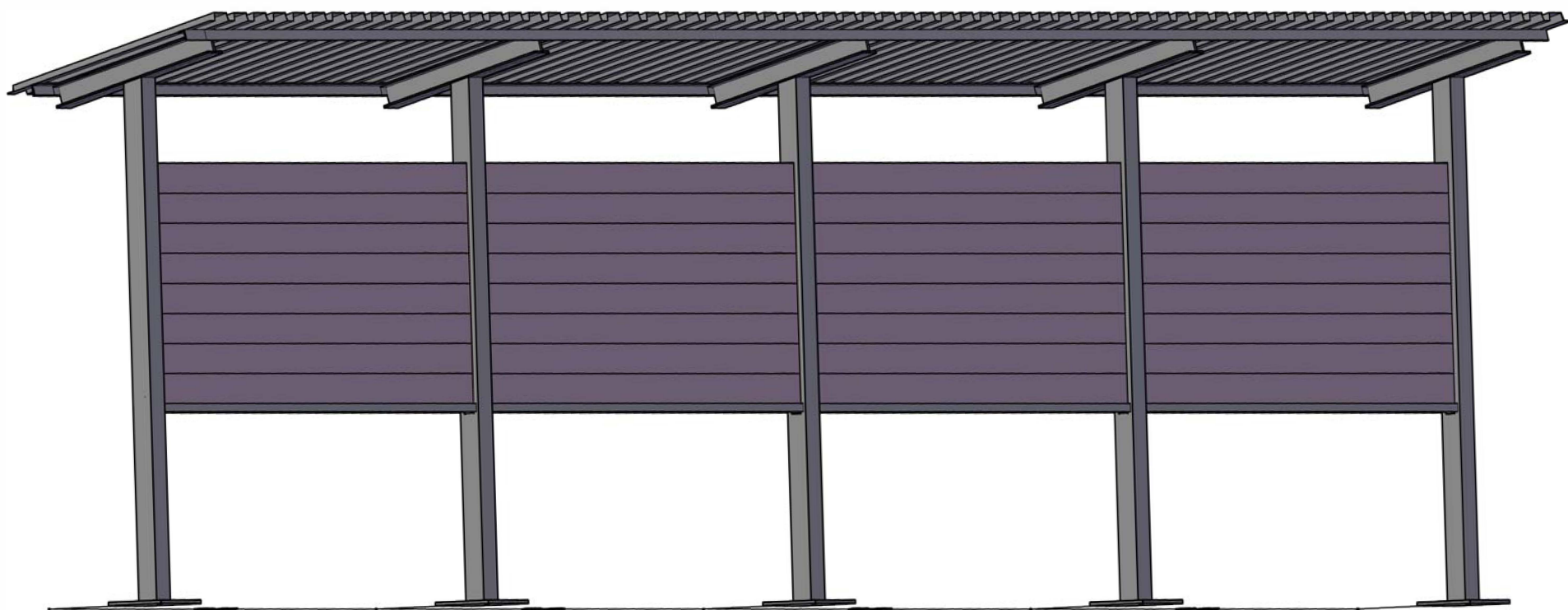
Proposed Project Schedule

We would begin the fabrication process of the posts and procurement of material as soon as the grant is approved. The on-site construction will be completed in the month of May. We would like this project to be completed well before our State Championship and Gold Cup Race on June 26th.

Maintenance Considerations

This new design of the moto board will reduce the amount of maintenance needed to keep it looking good for the coming years. The design allows for easy replacement of the inset wood panels, without disassembly of the supporting posts or roof structure. Concrete footings with powder coated steel posts will also eliminate wood rot concerns, so the board remains structurally sound.

Note: Please see attached representation drawing sketches for the overall design plan.





City of Richland Parks and Public Facilities Department

2023 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space, and recreational facilities. The 2023 program year is budgeted at \$40,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, individuals, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, planning, or renovation project that provides its principal benefit to the general public.
5. The project must not require a City labor component to the proposed project, unless otherwise agreed upon by both parties.
6. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$28.54 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
7. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.
8. Projects that require a long term (more than one year) commitment require a second agreement.
9. Reference RCW 35.21.278

Project Timeline:

Application Due Dates

Applicant must attend mandatory open house zoom meeting on Tuesday, February 7, 2023. Please contact Patty Roe, Administrative Assistant, at proe@ci.richland.wa.us to schedule your meeting time. All sessions will be pre-scheduled between the hours of 3:00pm – 5:00pm.

Application must be submitted by close of business on February 22, 2023.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications may be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for a mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. Applicants will have the option of a finalized written report or a second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2023 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project Objective/purpose of the proposal
3. Proposed Project Schedule
4. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date or written report, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Mach).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



**City of Richland
Parks and Recreation Department**

**Park Partnership Program
Application**

Project Information

Name of Park: Tri-City R/C Modelers

Project Location in Park: Current grass runway and Connex storage container

Brief Description of Project: Install 30'x300' Geotextile runway. Upgrade storage container with insulation, ventilation and man door.
Purchase two portable water type fire extinguishers.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information TCRCM president

Name (First and Last): Dave Holland

Organization Representing: Tri-City R/C Modelers (TCRCM)

Contact Address: 16 S Bent Rd

City/State/ZIP: Kennewick WA 99338

Home Phone: 509-627-8354 Work Phone: 509-627-8354

FAX: E-mail: president@tccrm.com

Project Cost

Amount from City (*maximum amt. \$8,000*): \$ 8000

Cash from Applicant: \$ 3000

"In-Kind" Amount (*Applicant and Other Sources*): \$ 12957

Cash Other Sources: \$ 6000

Total Project Cost: \$ 29957

DUE DATE: Close of business Wednesday, February 22, 2023



**City of Richland
Parks and Public Facilities Department**

Work Plan

Steps	Responsible Party	Completion Date
GEOTEXTILE and RUNWAY MODIFICATIONS		
Outline upgrade area and reposition sprinklers	TCRCM	6-1-23
Remove grass and repair ground	TCRCM	6-1-23
Add leveling material and compact/roll it	TCRCM	6-2-23
Trench perimeter of runway	TCRCM	6-2-23
Roll out fabric and bond/secure centerline seam	TCRCM	6-3-23
Place fabric perimeter in trench- secure to ground	TCRCM	6-3-23
Backfill trench and clean up site	TCRCM	6-3-23
Apply FAA required runway markings	TCRCM	6-5-23
CONEX UPGRADE		
Cut holes in container for door	TCRCM	3-13-23
Ensure proper fit of door	TCRCM	3-13-23
Drill holes for door mounting hardware	TCRCM	3-13-23
Apply sealant to perimeter of door opening	TCRCM	3-13-23
Install door and and secure with mounting	TCRCM	3-13-23
Repeat above step to install exhaust fan	TCRCM	3-14-23
CONEX INSULATION		
Cut foam panels to size- 4'x7'10"	TCRCM	3-15-23
Clean raised corrugation ribs and apply adhesive	TCRCM	3-15-23
Install foam panels over adhesive	TCRCM	3-15-23
Prepare plywood	TCRCM	3-16-23
Apply adhesive to lower 4' of foam	TCRCM	3-16-23
Install plywood to protect lower 4' of foam	TCRCM	3-16-23



City of Richland Parks and Public Facilities Department Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

TCRCM will use \$3,000 bank funds, \$5,000 member donations, \$1,000 business donations and \$8,000 City

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
Cash on hand	\$3,000	
Individual donors		\$5,000
Business donations		\$1,000
Requested City Match Amount		\$8000
Total:	\$3,000	\$14,000

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Geotextile runway	\$9,644	\$9,932	\$6,525
Conex improvements	\$4,114	\$3025	\$2,379
Fire extinguishers	\$372		\$124
Total:	\$14,130	\$12,957	\$8,000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

None



City of Richland
Parks and Public Facilities Department
Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
Tri-City R/C Modelers _____ for its "In Kind" match.

(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
Installing Geotextile	various volunteers			348		
Modify Conex	various volunteers			106		

TCRCM Proposed Project narrative

for Richland City Grant Application

The Tri City R/C Modelers (TCRCM) club plans to install a 27'x298' geotextile runway over a portion of the current all grass runway starting in June. The geotextile chosen is made by US Fabrics, Inc. and the product is US 230 Aeromodeling Woven Runway Fabric. The existing grass runway will be expanded along the Northern edge to keep approximately the same width for the grass portion of the runway. TCRCM endeavors to perform the entire installation with club membership labor, with the possible exception of compacting the base material. TCRCM is also going to modify the club's Connex storage container by adding a man door, insulation, and a ventilation fan. The club will also be adding 2 portable water based fire extinguishers to our safety equipment.

The club has estimated a materials and contracted labor cost of \$14,130. TCRCM expects to use approximately 454 hours of club membership labor (donated), \$3000 on hand cash, \$6,000 in donations and \$8000 from the City Grant, to complete the project.

The primary beneficiaries of the improvement will be the TCRCM club members. We also strive to include the local community through events designed for public enjoyment/participation. TCRCM also holds events that draw participation from R/C enthusiasts outside the immediate area.

As the R/C modeling hobby has grown and available model types have changed over the years, it has become apparent to TCRCM that modifications to the field must be made to provide support for the modern aircraft types that don't perform well on grass only runways. Geotextile is the solution our club has chosen to accommodate these models. This will benefit all modelers using the field, as TCRCM intends to keep a grass runway along side of the geotextile, which will allow models of all types to fly at our field. The geotextile addition will improve conditions for the current and future club members, that either have or want R/C models that don't perform well, or at all, on grass.

The FAA will be instituting a requirement for remote ID devices (Transponders) on certain remote control aircraft beginning in September. The FAA is currently in the process of granting current flying sites across the USA with FRIA (FAA- Recognized Identification Area) status, which will allow modelers to fly without transponders at these locations. TCRCM has applied for FRIA. One of our goals is to make our field more inviting for R/C enthusiasts that currently fly in local parks and other locations that will likely not be granted FRIA status. These modelers typically fly smaller aircraft that don't do well flying off grass surfaces.

Improvements to the Conex storage structure will improvement storage conditions for our field maintenance equipment.

Adding portable water based fire extinguishers will provide a means of extinguishing small natural vegetation fires started by model aircraft.

Geotextile Project Schedule:

Day 1 & 2- The geotextile location will be outlined and then the underground sprinkler system will be modified to accommodate the geotextile runway.

Day 3- A compactible base material will be added to the new runway location and then rolled.

Day 3- The runway perimeter will then be trenched to approximately one foot depth.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-50, Authorizing Award of Bid to Industrial Construction of Washington LLC for the 2023 Americans with Disabilities Act (ADA) Ramps Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-50

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-50, authorizing the City Manager to sign and execute a construction contract with Industrial Construction of Washington LLC for the 2023 Americans with Disabilities Act (ADA) Ramp Project.

Summary:

The 2023-2028 Capital Improvement Plan (CIP) includes the Pavement Preservation Program. Work under this program is focused on resurfacing the city streets. To comply with federal regulations, the City must complete retrofit work on its sidewalk accessibility features as part of the Pavement Preservation Program. The 2023 Americans with Disabilities Act (ADA) Ramps Project will achieve ADA compliance on streets that will be resurfaced this year.

All project development and design work necessary to advance the project to construction is complete. Bids were solicited in accordance with the City's purchasing policies with four (4) bids received and opened on March 21, 2023. Industrial Construction of Washington LLC submitted the lowest responsible bid of the four (4) bids received, with the bid prices approximately seven percent (7%) higher than the engineer's estimate. The bids represent a robust competitive bid process that staff believes presents good value to the City.

Staff recommends adoption of Resolution No. 2023-50.

Fiscal Impact:

The 2023 Capital Improvement Plan approved \$2,995,000 in the Pavement Preservation Program. This budget amount allows for the full funding of the 2023 ADA Ramps project, estimated at \$390,000 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2023-50
2. 2023 ADA Ramps - ITB 23-0011

RESOLUTION NO. 2023-50

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO INDUSTRIAL
CONSTRUCTION OF WASHINGTON LLC FOR THE 2023 ADA
RAMPS PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program; and

WHEREAS, to comply with federal street improvement regulations, the City must complete retrofit work on its sidewalk accessibility features as part of the Pavement Preservation Program (hereafter the “Project”); and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies with four (4) bids received and opened on March 21, 2023; and

WHEREAS, Industrial Construction of Washington LLC submitted the lowest responsible bid of the four (4) bids received; and

WHEREAS, sufficient funding is available to complete the Project; and

WHEREAS, the City’s best interests are served by completing the Project in accordance with the CIP, project design and lowest responsible bid.

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 construction contract with Industrial Construction of Washington LLC in the amount of \$329,342.22 for the 2023 ADA Project, and to execute change orders in an aggregate amount not to exceed \$40,000 as needed to fulfill the Project’s intent.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENE March 21, 2023	ITB #	23-0011
2023 ADA RAMPS		

				ENGINEER'S ESTIMATE		INDUSTRIAL CONSTRUCTION OF W RICHLAND, WA	
	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
	ADA RAMPS						
1	Mobilization	1	LS	\$20,000.00	20,000.00	11,258.29	11,258.29
2	SPCC Plan	1	LS	1,000.00	1,000.00	250.53	250.53
3	Project Temp Traffic Control	1	LS	10,000.00	10,000.00	19,018.06	19,018.06
4	Site Restoration	1	LS	30,750.00	30,750.00	18,541.51	18,541.51
5	ADA Features Surveying	1	LS	10,250.00	10,250.00	14,348.31	14,348.31
6	Cement Conc. Sidewalk For ADA Ramp	596	SY	220.00	131,120.00	207.36	123,586.56
7	Cement Conc. Sidewalk (4" Concrete)	126	SY	200.00	25,200.00	275.47	34,709.22
8	Sawcutting Cement Concrete. Curb	849	LF	20.00	16,980.00	19.35	16,428.15
9	Detectable Warning Surface	428	SF	35.00	14,980.00	41.81	17,894.68
10	Detectable Warning Surface - Blended Transition	205	SF	40.00	8,200.00	54.99	11,272.95
11	Cement Conc Traffic Curb & Gutter	291	LF	65.00	18,915.00	104.26	30,339.66
12	Asphalt Patching (3 in. HMA & 9 in. CSTC)	47	SY	200.00	9,400.00	245.72	11,548.84
13	Asphalt Patching (2 in. HMA & 4 in. CSTC)	18	SY	175.00	3,150.00	286.23	5,152.14
14	Replace Catch Basin Frame & Grate	6	EA	650.00	3,900.00	1,231.02	7,386.12
15	Move & Replace Street Sign	7	EA	250.00	1,750.00	501.04	3,507.28
16	Extend Fire Hydrant	1	LS	1,500.00	1,500.00	4,099.92	4,099.92
ADA RAMPS SUBTOTAL				\$307,095.00		\$329,342.22	
N/A (Roadway) SALES TAX				-		-	
ADA RAMPS TOTAL				\$307,095.00		\$329,342.22	

				ALLSTAR CONSTRUCTION GROUP, INC RICHLAND, WA		ELLISON EARTHWORKS, LLC RICHLAND, WA	
	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
	ADA RAMPS						
1	Mobilization	1	LS	15,652.00	15,652.00	45,531.17	45,531.17
2	SPCC Plan	1	LS	1,462.00	1,462.00	903.65	903.65
3	Project Temp Traffic Control	1	LS	11,717.00	11,717.00	43,259.62	43,259.62
4	Site Restoration	1	LS	10,973.00	10,973.00	13,070.62	13,070.62
5	ADA Features Surveying	1	LS	15,624.00	15,624.00	14,417.62	14,417.62
6	Cement Conc. Sidewalk For ADA Ramp	596	SY	257.27	153,332.92	259.87	154,882.52
7	Cement Conc. Sidewalk (4" Concrete)	126	SY	221.82	27,949.32	306.82	38,659.32
8	Sawcutting Cement Concrete. Curb	849	LF	16.89	14,339.61	15.29	12,981.21
9	Detectable Warning Surface	428	SF	28.97	12,399.16	36.93	15,806.04
10	Detectable Warning Surface - Blended Transition	205	SF	34.19	7,008.95	52.35	10,731.75
11	Cement Conc Traffic Curb & Gutter	291	LF	47.31	13,767.21	62.59	18,213.69
12	Asphalt Patching (3 in. HMA & 9 in. CSTC)	47	SY	611.42	28,736.74	239.75	11,268.25
13	Asphalt Patching (2 in. HMA & 4 in. CSTC)	18	SY	449.37	8,088.66	230.75	4,153.50
14	Replace Catch Basin Frame & Grate	6	EA	670.02	4,020.12	457.81	2,746.86
15	Move & Replace Street Sign	7	EA	530.00	3,710.00	292.11	2,044.77
16	Extend Fire Hydrant	1	LS	4,046.00	4,046.00	6,312.92	6,312.92
ADA RAMPS SUBTOTAL				\$332,826.69		\$394,983.51	
N/A (Roadway) SALES TAX				-		-	
ADA RAMPS TOTAL				\$332,826.69		\$394,983.51	

City of Richland

DATE BIDS OPENE March 21, 2023	ITB #	23-0011
2023 ADA RAMPS		

				RAY POLAND & SONS, INC KENNEWICK, WA	
	Description	Qty	Unit	Unit Price	Total Price
	ADA RAMPS				
1	Mobilization	1	LS	32,000.00	32,000.00
2	SPCC Plan	1	LS	850.00	850.00
3	Project Temp Traffic Control	1	LS	44,650.00	44,650.00
4	Site Restoration	1	LS	10,350.00	10,350.00
5	ADA Features Surveying	1	LS	7,500.00	7,500.00
6	Cement Conc. Sidewalk For ADA Ramp	596	SY	325.00	193,700.00
7	Cement Conc. Sidewalk (4" Concrete)	126	SY	300.00	37,800.00
8	Sawcutting Cement Concrete. Curb	849	LF	58.00	49,242.00
9	Detectable Warning Surface	428	SF	35.00	14,980.00
10	Detectable Warning Surface - Blended Transition	205	SF	35.00	7,175.00
11	Cement Conc Traffic Curb & Gutter	291	LF	90.00	26,190.00
12	Asphalt Patching (3 in. HMA & 9 in. CSTC)	47	SY	220.00	10,340.00
13	Asphalt Patching (2 in. HMA & 4 in. CSTC)	18	SY	210.00	3,780.00
14	Replace Catch Basin Frame & Grate	6	EA	575.00	3,450.00
15	Move & Replace Street Sign	7	EA	225.00	1,575.00
16	Extend Fire Hydrant	1	LS	3,850.00	3,850.00
ADA RAMPS SUBTOTAL					\$447,432.00
N/A (Roadway) SALES TAX					-
ADA RAMPS TOTAL					<u>\$447,432.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-51, Authorizing Award of Bid to Clearwater Construction and Management, LLC for the Wastewater Treatment Plant Return Activated Sludge (RAS) Pumps Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-51

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-51, authorizing the City Manager to sign and execute a construction contract with Clearwater Construction and Management, L.L.C. for the Wastewater Treatment Plant Return Activated Sludge (RAS) Pumps Project as provided therein.

Summary:

The City of Richland owns and operates a Wastewater Treatment Plant, the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater in accordance with state and federal regulations.

The 2022-2027 Capital Improvement Plan (CIP) includes the Wastewater Treatment Plant Infrastructure Replacement Program, which includes the Return Activated Sludge (RAS) Pumps Project. The return activated sludge pumps are an integral element of the treatment process. The existing pumps are original plant equipment put into service in the early 1980s. The pumps have reached the end of their service life and must be replaced for the plant to function properly.

Competitive bids were solicited in accordance with the City's purchasing policies, with three (3) bids received and opened on March 21, 2023. Clearwater Construction and Management, L.L.C. submitted the lowest responsible bid of the three (3) received, with bid prices below the engineer's estimate.

Staff recommends adoption of Resolution No. 2023-51.

Fiscal Impact: The anticipated RAS Project cost is approximately \$650,000 including construction and contingency. A funding appropriation of \$2,680,000 was authorized for 2023 Wastewater Utility Fund projects, including the RAS Project.

Attachments:

1. Resolution No. 2023-51
2. WWTP RAS Pump Upgrade - ITB 23-0006

RESOLUTION NO. 2023-51

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO CLEARWATER CONSTRUCTION
& MANAGEMENT, L.L.C. FOR THE WASTEWATER TREATMENT
PLANT RETURN ACTIVATED SLUDGE (RAS) PUMPS PROJECT.**

WHEREAS, the City of Richland owns and operates a Wastewater Treatment Plant, the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater in accordance with state and federal regulations; and

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) includes the Wastewater Treatment Plant Infrastructure Replacement Program, which includes the Return Activated Sludge (RAS) Pumps Project (the "Project"); and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, competitive bids were solicited in accordance with the City's purchasing policies, with three (3) bids received and opened on March 21, 2023; and

WHEREAS, Clearwater Construction & Management, L.L.C. submitted the lowest responsible bid of the three (3) received, with bid prices below the engineer's estimate; and

WHEREAS, sufficient funding is available to complete the Project; and

WHEREAS, the City's best interests are served by completing the Project in accordance with the CIP, project design and lowest responsible bid.

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 construction contract with Clearwater Construction & Management, L.L.C. in the amount of \$589,697.50 for the Wastewater Treatment Plant Return Activated Sludge (RAS) Pumps Project, and to execute change orders in an aggregate amount not to exceed \$60,000 as needed to fulfill the Project's intent.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	March 21, 2023	ITB #	23-0006
WWTP RAS Pump Upgrade			

				ENGINEER'S ESTIMATE		CLEARWATER CONSTRUCTION & MANAGEMENT LLC SPOKANE, WA		INDUSTRIAL CONSTRUCTION OF WASHINGTON W. RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Screw Pumps	1	LS	\$527,500.00	527,500.00	437,800.00	437,800.00	457,779.43	457,779.43
2	RAS Control Electric Actuators	2	EA	\$37,590.00	75,180.00	20,250.00	40,500.00	17,322.83	34,645.66
3	Sluice Gates	2	EA	\$9,000.00	18,000.00	32,100.00	64,200.00	25,228.61	50,457.22
BASE BID SUBTOTAL					\$620,680.00		\$542,500.00		\$542,882.31
8.7% SALES TAX					53,999.16		47,197.50		47,230.76
BASE BID TOTAL					<u>\$674,679.16</u>		<u>\$589,697.50</u>		<u>\$590,113.07</u>

				POW CONTRACTING PASCO, WA					
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Screw Pumps	1	LS	505,500.00	505,500.00		-		-
2	RAS Control Electric Actuators	2	EA	9,500.00	19,000.00		-		-
3	Sluice Gates	2	EA	20,000.00	40,000.00		-		-
BASE BID SUBTOTAL					\$564,500.00		\$0.00		\$0.00
8.7% SALES TAX					49,111.50		-		-
BASE BID TOTAL					<u>\$613,611.50</u>		<u>\$0.00</u>		<u>\$0.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-52, Authorizing a Second Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Center Parkway Extension South Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-52

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-52, authorizing the City Manager to sign and execute a Second Amendment to Contract No. 244-21 with RH2 Engineering, Inc. as provided therein.

Summary:

The City's 2021 - 2026 Capital Improvement Plan (CIP) and Transportation Improvement Program (TIP) included a project titled Center Parkway South Extension (the "Project"). The Project will extend Center Parkway from the west end of the Clearwater Creek subdivision to Leslie Road. The Project's alignment implements the recommendation of the 2017 Rachel Road Alignment Study, a study completed with substantial community engagement with special focus on the value and character of the Amon Creek Preserve. The street alignment will pass around the south end of the Amon Creek Preserve property, joining Leslie Road at Lorayne J Boulevard.

A key feature of the Project is the crossing of a regulated wetland. In November 2020, the City entered into a consultant agreement with RH2 Engineering, Inc. to provide environmental and design services specifically related to the Project's crossing of the wetland in the Amon Creek Preserve. RH2 Engineering, Inc.'s scope of work included the structural design of the wetland crossing feature, and evaluation and mitigation planning for the wetland crossing. On July 6, 2021, the contract was administratively amended to extend time for performance.

Subsequent to completion of RH2 Engineering, Inc.'s preliminary wetland analysis and mitigation planning, state regulators notified the City of significant changes in the regulations applicable to this Project. The changed regulations incentivized the City to revise its project design, which resulted in the need to update RH2 Engineering, Inc.'s initial work product. The proposed Second Amendment to Contract No. 244-21 with RH2 Engineering, Inc. includes scope and budget to complete these updates and to provide finalized design documents and support through the bidding process once the Project receives the necessary permits. Permitting is expected to be completed in the summer of 2023.

Staff recommends adoption of Resolution No. 2023-52.

Fiscal Impact: The proposed Second Amendment will add \$72,995.00 for a new contract value of \$183,800.00. Existing project funding of \$2,675,000 includes enough capacity to cover this additional work scope by RH2 Engineering, Inc.

Attachments:

1. Resolution No. 2023-52
2. Second Amendment to Contract No. 244-21

RESOLUTION NO. 2023-52

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE CONSULTANT
AGREEMENT WITH RH2 ENGINEERING, INC. FOR THE CENTER
PARKWAY SOUTH EXTENSION PROJECT.**

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) and the 2021-2026 Transportation Improvement Program (TIP) both include a project entitled Center Parkway South Extension (the “Project”); and

WHEREAS, in November 2020, the City entered into a consultant agreement with RH2 Engineering, Inc. to provide environmental and design services specifically related to the Project’s crossing of the wetland within the Amon Creek Nature Preserve (*see* Contract No. 321-20); and

WHEREAS, the original agreement, which has since expired, did not anticipate the complexity of regulatory oversight and permitting that emerged during project development; and

WHEREAS, on July 10, 2021, the City of Richland and RH2 Engineering, Inc. entered into a new agreement for the Center Parkway Extension environmental design and permitting (*see* Contract No. 244-21); and

WHEREAS, since entering into Contract No. 244-21, state regulators have imposed unanticipated permitting requirements; and

WHEREAS, the City desires to secure additional services related to project design and bidding support.

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 Second Amendment to Contract No. 244-21 with RH2 Engineering, Inc. increasing the contract value to \$183,800.00 in support of the Center Parkway South Extension 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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH RH2 ENGINEERING, INC.
CONTRACT NO. 244-21**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 244-21, related to **Center Parkway Extension – Environmental Services**. The Agreement was fully executed on **7/10/2021**. The expiration date of the Agreement is **6/30/2024**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 244-21 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A**, which is hereby incorporated into Contract No. 244-21.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$72,995.00. The new contract value is now \$183,800.00.
3. The contract period shall: ☒ remain unchanged; ☐ extend to .
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

RH2 Engineering, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A
Scope of Work
Amendment No. 2
City of Richland
Center Parkway Extension
Environmental Design and Permitting
March 2023

Background

RH2 Engineering, Inc., (RH2) contracted with the City of Richland (City) in July 2021 to provide design and environmental permitting services for the City's Center Parkway Extension project. The project will extend Center Parkway approximately ½ mile from its existing terminus near Amon Creek Elementary School and the Bonneville Power Administration's (BPA) Badger Canyon Substation to Lorayne J Boulevard at Leslie Road. The roadway extension crosses the West Fork (WF) of Amon Wasteway, also known as East Badger Drain, and will install a culvert to cross this drainage; consequently, the project includes wetland fill and compensatory mitigation. RH2 was tasked with culvert and mitigation design, geotechnical, and permitting elements. Tasks included in the June 2021 scope of work, along with general completion status, are as follows:

- Task 1 – Critical Areas Site Investigation and Rating – Complete
- Task 2 – Conceptual and Preliminary Mitigation Design and Critical Areas Report (CAR) – Complete
- Task 3 – Final Mitigation Design and CAR – Partially Complete; Additional Effort Needed
- Task 4 – Permitting – Partially Complete; Additional Effort Needed
- Task 5 – Preliminary and Final Culvert Design – Partially Complete; Additional Effort Needed
- Task 6 – Geotechnical Investigation and Analysis – Complete
- Task 7 – Project Management – Partially Complete; Additional Effort Needed

Since the original contract execution, RH2 has completed the following work:

- Performed growing season site visit, confirmed the November 2020 delineated wetland boundary for the WF Amon Wasteway, and finalized the wetland rating (Task 1).
- Completed conceptual and preliminary mitigation design, and agency and City coordination for input on the mitigation concept and drafted the preliminary CAR. Finalized the preliminary CAR with anticipated project impacts and mitigation approach and advanced mitigation design to the 60-percent design milestone for use in permit submittals (Tasks 2 and 3).
- Consulted with agencies and finalized the City land use permit package (i.e., State Environmental Policy Act (SEPA) and Critical Areas) and the state/federal permit packages (i.e. Section 401 pre-filing and Section 404). Submitted permit packages in May 2022 and

completed post-permit submittal coordination with the City, Washington State Department of Ecology (Ecology), and US Army Corps of Engineers (USACE) (Task 4).

- Evaluated alternative culvert designs, consulted with the City and manufacturers regarding culvert design, developed preliminary culvert design plans, and advanced culvert design to the 60-percent design milestone (Task 5).
- Performed geotechnical investigations and corrosion analysis for the proposed Amon Creek crossing culvert, soils investigation for the BPA access road culvert removal and mitigation design, soils analysis for stormwater infiltration in the proposed bioswale, and prepared report to convey design parameters and information for culvert and stormwater drainage design (Task 6).
- Completed ongoing project management tasks (Task 7).

Following permit submittals in May 2022, Ecology and the USACE determined as a result of recent Nationwide Permit (Nationwide's) changes (the new Nationwide's, replacing the 2017 Nationwide's, went into effect at the end of February 2022), the proposed project design and resultant wetland impact would trigger a more rigorous and lengthy Individual Section 401 permit review. That Individual Section 401 review would require preparation of various additional project and design information and require a minimum of one (1) year to complete. Consequently, the City and RH2 elected to revise the roadway design, thereby reducing the wetland impact, and subsequently reducing the required mitigation design, permitting effort, and timeline. This approach is anticipated as the preferred approach to the Individual Section 401 permit review for the following reasons:

- 1) Permit re-review for the changed roadway design will be on the order of less than six (6) months versus over one (1) year with the Individual Section 401 review process.
- 2) Reduction of the wetland impact footprint will allow for reduction of wetland mitigation areas and costs.
- 3) Various additional design information would need to be prepared (e.g., Water Quality Monitoring Plan, Dredging Plan, etc.), as well as additional permit resubmittal and the review process would need to be completed with the Individual Section 401 review process, requiring more design and permitting effort.

To accommodate and assist the City with the changed roadway design, resubmit state and federal permit packages for Section 401/404 reviews, further design, and assist the City in securing a contractor for this work, RH2 has prepared this amendment. This amendment details RH2's proposed Scope of Work to perform additional design and permitting work, and captures additional effort needed for the mitigation design (Task 3), permitting (Task 4), culvert design (Task 5), project management (Task 7), and services during bidding (Task 8).

Task 3 – Final Mitigation Design and CAR (Amending Scope and Fee)

Work Completed: Preparation of 60-percent mitigation plans and internal quality assurance and quality control (QA/QC) reviews were completed by RH2 late 2021 through spring 2022. For wetland creation and mitigation design, additional effort was needed by RH2 that was not anticipated at

scoping. To accommodate the changed roadway design due to permitting review comments, a revision to the mitigation design is needed. Additional effort also is needed to advance mitigation design from the 60-percent design milestone to 90-percent and bid-ready design milestones.

Objective: Revise mitigation design plans and the CAR to address changed roadway design and the subsequent decrease in wetland impact. Advance 60-percent mitigation design to 90-percent design and then bid-ready in coordination with the City. Prepare final and bid-ready technical specifications and cost estimate specific to the wetland mitigation components.

Approach:

- 3.1 Revise the 60-percent mitigation plans to incorporate the City's updated roadway design, reduced wetland impact, and refined stormwater outfall design. Utilize the revised 60-percent mitigation design plans to submit updated Section 404 permit package (Task 4).
- 3.2 Revise the CAR to address USACE Section 404 permit submittal comments and changed roadway design. Submit CAR along with the updated Section 404 permit package (Task 4). Prepare a final CAR to incorporate bid-ready final design plans and/or permitting review comments/conditions and include in the bid-ready package.
- 3.3 Meet virtually with the City to consolidate the City and RH2 design plans into one (1) plan set. Prepare 90-percent mitigation plans, technical specifications, and cost estimate (PS&E). Perform internal QA/QC review of the 90-percent PS&E. Provide the 90-percent PS&E to the City for review and respond to City review comments.
- 3.4 Prepare bid-ready mitigation PS&E. Provide electronic bid-ready mitigation PS&E to the City for advertisement of the project. *No hard copies have been included in this Scope of Work for RH2 production; it is assumed the City will handle all bidding prints.*

Assumptions:

- *Mitigation design plans include six (6) plan sheets. Bid-ready design will have the same sheets.*
- *Revision of the mitigation design plans to address changed roadway design will occur once; this amendment does not address multiple design revisions.*
- *PS&E preparation and QA/QC reviews will be completed coincident with the culvert PS&E development/reviews (Task 5).*
- *The City will complete project bidding and construction contract execution.*
- *There will be no additional comments or revisions once the bid-ready plans have been submitted to the City.*

Provided by City:

- AutoCAD and electronic (PDF) design plans to facilitate RH2 design plan preparation.
- City technical specifications and cost estimate templates and/or preferred format for RH2 additions.
- Timely review and comment on mitigation PS&E at 90-percent design stage.

- Timely review and comment on revised CAR for permit submittal and if needed, finalization.

RH2 Deliverables:

- Electronic copies (PDF, AutoCAD, MS Excel) of 90-percent and bid-ready mitigation PS&E.
- Revised and final CAR in electronic (PDF) format.

Task 4 – Permitting (Amending Scope and Fee)

Work Completed: Preparation of permit materials and execution of the original Task 4 scope of work occurred in late 2021 through spring 2022, culminating with RH2 submittal of a SEPA and Critical Areas package to the City's Planning Department, Section 401 pre-filing package to Ecology, and Section 404 package to USACE in May 2022. Following permit submittals, USACE requested additional information and Ecology determined the project as designed would require Individual Section 401 review (largely because of recent changes to the Nationwide's). Consequently, the City and RH2 discussed revision of the roadway design to reduce the wetland impact, thereby eliminating the need for Individual Section 401 review. With the City's revised design in fall 2022, additional permitting work will be needed to resubmit a Section 401/404 package to Ecology and USACE and for City Planning to receive updated permit information.

Objective: Revise the Section 401/404 permit package and submit to Ecology and USACE. Resubmit permit package information for City Planning knowledge of project design changes. Coordinate with agency staff for permit submittals and issuance, as needed.

Approach:

- 4.1 No change.
- 4.2 Coordinate with the City, Reiss-Landreau Research LLC (RLR), BPA, and USACE to accomplish Section 106 consultation for the project, in coordination with the Washington State Department of Archaeology and Historic Preservation (DAHP) and area Indian Tribes. *The City submitted the RLR Cultural Resources Survey (CRS) to BPA in late 2022 for Section 106 consultation of its property. RH2 will coordinate with USACE regarding its consultation needs and submit the CRS with the updated Section 404 permit package for its obligation under Section 106. RH2 has assumed up to four (4) hours of staff time for this subtask.*
- 4.3 Contact Ecology and review revised project design, wetland impacts, and Section 401 resubmittal package. Submit the revised Section 401/404 permit application package for Ecology and USACE reviews. *It is assumed Ecology will accept email submittal of the revised package as a copy to the formal USACE Section 404 submittal, as opposed to a formal pre-filing meeting or Section 401 submittal process. Therefore, RH2 assumes up to six (6) hours of staff effort for this subtask.*
- 4.4 Revise Joint Aquatic Resources Permit Application (JARPA) package, containing the following materials, which will be updated as part of this subtask to address revised design:
 - JARPA application.
 - USACE 8.5-inch by 11-inch specialized drawings.

- Design plans, including City (revised roadway reflecting fall 2022 revisions) and RH2 (mitigation and culvert) *(assumed to be 60-percent level plans)*.
- Revised CAR (revised under Task 4) *(It is assumed the revised CAR will address both current roadway design and USACE-requested information)*.
- No Effect letter. *It is assumed no listed species or critical habitats are present in proximity to the WF Amon Wasteway and the project will have no effect on Endangered Species Act listed species or habitats.*

Provide revised JARPA package to the City for review and comment. Finalize and electronically submit to USACE and Ecology for Section 401/404 reviews. *It is assumed one (1) revision of the Section 401/404 permit package will suffice for Ecology and USACE permit reviews.* Provide courtesy copy of revised permit submittal package to City Planning for its files and project knowledge.

4.5 No change.

4.6 Facilitate USACE and Ecology reviews and permit issuance. *The effort needed for this subtask is difficult to estimate; therefore, RH2 assumes up to six (6) hours of RH2 staff time. Additional effort, if needed, will be mutually determined via an amendment to this Scope of Work.*

Assumptions:

- *The City acknowledges timing for agency reviews and permit issuance is outside of RH2's control; RH2 makes no warranty, explicit or implied, for agency response or permit approval.*
- *Any revisions to the CRS or additional consultation needs for Section 106 compliance will be completed by the City in coordination with RLR; RH2 will only be involved as this work pertains to the larger federal permit reviews, and RH2 effort will be governed by the hours estimated.*
- *The City will prepare applications for, submit, and facilitate approvals of the following permits: BPA project approvals; and Construction Stormwater General Permit (CSWGP).*
- *City building, site development, or other similar permit reviews will not be needed because the project is being led as a Capital Improvement Project by the Public Works Department.*

Provided by City:

- Payment of permitting fees.
- RLR subconsultant coordination and Section 106 consultation assistance as needed by BPA and/or USACE.
- Coordination of approvals with BPA both for permitting compliance and design approval.
- Amon Wasteway Use and Discharge Approval package preparation, coordination with, and submittal to KID.
- Review and comment on revised JARPA package prior to submittals.

RH2 Deliverables:

- Electronic records (email) and/or verbal accounting of coordination with agency staff.
- Revised JARPA package in electronic (PDF) format.
- Electronic (PDF) records of permit packages/issued permits for City coordination with and submittal to BPA.

Task 5 – Preliminary and Final Culvert Design (Amending Scope and Fee)

Work Completed: Analysis of culvert design alternatives, culvert and roadway design coordination with the City, preparation of 60-percent culvert plans, and internal QA/QC was completed by RH2 late 2021 through spring 2022. Additional effort is needed to advance culvert design plans for the 90-percent and bid-ready milestones, and prepare technical specifications and a cost estimate for the culvert.

Objective: Prepare final and bid-ready PS&E for the WF Amon Wasteway culvert crossing.

Approach:

- 5.1 No change.
- 5.2 No change.
- 5.3 Refine 60-percent culvert plans to address revised City roadway design and advanced City stormwater outfall design for the purpose of permit submittals.
- 5.4 Meet virtually with the City to consolidate the City and RH2 design plans into one (1) plan set. Prepare 90-percent culvert PS&E. Perform internal QA/QC review of the 90-percent culvert PS&E package. Provide the 90-percent culvert PS&E to the City for review. Revise culvert PS&E to address City review comments.
- 5.5 Prepare bid-ready culvert PS&E. Provide electronic bid-ready culvert PS&E to the City for bidding. *No hard copies have been included in this Scope of Work for RH2 production for bidding; it is assumed that City will handle all bidding prints, as needed.*

Provided by City:

- Utility locates, operator and backhoe for geotechnical test pits and one-call ticket completion.
- Timely review and comment on alternatives for wall design and selection of preferred wall design alternative.
- Timely review and comment on the 60- and 90-percent culvert PS&E packages.

RH2 Deliverables:

- Electronic copies (AutoCAD, PDF, MS Excel) of 60- and 90-percent, and bid-ready culvert PS&E.

Task 7 – Project Management (Amending Scope and Fee)

Work Completed: Project management has been performed since the original contract was executed. Additional effort is needed to continue with project management.

Objective: Manage the RH2 project team, files, and records. Monitor the scope of work, schedule, and budget. Prepare and provide monthly invoices with progress reports documenting work completed. Communicate project progress with the City.

Approach:

7.1 Review and monitor project progress, schedule, scope, and budget. Manage the RH2 project team and resources. Provide monthly invoices with progress reports documenting work performed and budget status. Communicate with the City regarding project progress, invoicing, and schedule. Maintain project files and records in electronic format.

Assumptions:

- *Project submittals, contract documents, invoices, and materials will be transmitted between the project team and the City via email.*
- *Project management will be needed for the duration of the contract, estimated at an additional twelve (12) months.*

RH2 Deliverables:

- Schedule, scope, and budget administration and management.
- Project team and resource management.
- Monthly invoices with progress reporting (electronic copies via email).
- Communication with the City.

Task 8 – Services During Bidding (New Task)

Objective: Support the City with the bidding phase of the project.

Approach:

- 8.1 Assist the City in reviewing submittals and responding to contractor or supplier questions, as requested. *The City will lead the bidding phase for the project as a whole. This subtask assumes up to twenty-four (24) hours of RH2 staff effort to assist the City with review of select culvert, wall, or mitigation related submittals and questions.*
- 8.2 Support the City with the issuance of up to one (1) addendum, if needed, to clarify, revise, or change construction plans, technical specifications, or project conditions during the bidding process. *It is assumed an addendum, if needed, would be minor in nature with no significant design revisions.*
- 8.3 Review bid tabulation and attend virtual bid opening, at City's request.

Assumptions:

- *Bidding will occur in spring or early summer 2023 and the City's bidding period will be three (3) weeks.*

Provided by City:

- Lead the virtual bid opening.
- Prepare the advertisement and coordinate with publications for public advertisement.
- Prepare bid tabulation.
- Review bidder information and verify bidder responsibility and responsiveness.
- Prepare notice of intent to award letter and send to contractor.
- Prepare notice to proceed letter and send to contractor.
- Prepare and issue addendum, if needed.

RH2 Deliverables:

- Responses to submittals and/or bidders questions in electronic format or via phone call.
- Documentation to support one (1) addendum in electronic (PDF) format.
- Review of bid tabulation, as requested by City.
- Attendance at virtual bid opening.

Project Schedule

Final design and permitting is planned to occur through late spring 2023, with bidding following in summer 2023. It is the goal of the City and RH2 to begin project construction in the fall of 2023; however, internal and external factors outside of the project teams' control have the potential to impact the project schedule (e.g., permitting reviews/approvals, City project workload, etc.). The above estimates convey RH2's currently expected schedule targets. *It is assumed any RH2 services during construction assistance desired by the City will be addressed in an amendment to this Scope of Work following bidding and contractor selection.*

EXHIBIT B**Fee Estimate****Amendment No. 2****City of Richland****Center Parkway Extension****Environmental Design and Permitting****Mar-23**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	No Change	-	\$ -	\$ -	\$ -
Task 2	No Change	-	\$ -	\$ -	\$ -
Task 3	Final Mitigation Design and CAR (Amending Scope and Fee)	120	\$ 24,668	\$ 2,094	\$ 26,762
Task 4	Permitting (Amending Scope and Fee)	61	\$ 12,062	\$ 735	\$ 12,797
Task 5	Preliminary and Final Culvert Design (Amending Scope and Fee)	65	\$ 14,097	\$ 1,498	\$ 15,595
Task 6	No Change	-	\$ -	\$ -	\$ -
Task 7	Project Management (Amending Scope and Fee)	33	\$ 6,178	\$ 238	\$ 6,416
Task 8	Services During Bidding (New Task)	48	\$ 10,497	\$ 927	\$ 11,424
PROJECT TOTAL		327	\$ 67,502	\$ 5,493	\$ 72,995

EXHIBIT C
RH2 ENGINEERING, INC.
2023 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$159	\$/hr
Professional II	\$174	\$/hr
Professional III	\$193	\$/hr
Professional IV	\$213	\$/hr
Professional V	\$226	\$/hr
Professional VI	\$244	\$/hr
Professional VII	\$257	\$/hr
Professional VIII	\$268	\$/hr
Professional IX	\$268	\$/hr
Technician I	\$123	\$/hr
Technician II	\$135	\$/hr
Technician III	\$152	\$/hr
Technician IV	\$166	\$/hr
Technician V	\$182	\$/hr
Technician VI	\$199	\$/hr
Technician VII	\$216	\$/hr
Technician VIII	\$226	\$/hr
Administrative I	\$82	\$/hr
Administrative II	\$96	\$/hr
Administrative III	\$112	\$/hr
Administrative IV	\$134	\$/hr
Administrative V	\$158	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-53, Authorizing a Collector Street Latecomer Agreement with Siena Hill Development, LLC for a portion of Bermuda Road

Department/Office
Public Works

Ordinance/Resolution Number:
2023-53

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-53, authorizing the City Manager to sign and execute a latecomer agreement with Siena Hills Development, LLC for construction of portions of Bermuda Road.

Summary:

Chapter 12.03 of the Richland Municipal Code (RMC) establishes the City's traffic impact fee program. The traffic impact fee program funds a specific list of street improvements in one of four (4) geographic zones. Property development projects within the street impact fee zones jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee. Property development projects within the street impact fee zones are typically required, as a provision of the City's preliminary plat approval, to construct the planned street improvements as a condition of development.

The City approved Siena Hills Development, LLC's preliminary plat of Siena Hills in 2019. The preliminary plat conditions for the project include a requirement to dedicate right-of-way, provide design, and construct portions of Bermuda Road. Bermuda Road is listed in Chapter 12.03 RMC as a funded project. Siena Hills Development, LLC completed and dedicated a segment of Bermuda Road in compliance with the preliminary plat conditions for the project. RMC 12.03.130 allows expenditure of collected impact fees to acquire right-of-way and to finance the design and construction of the listed streets.

Siena Hills Development, LLC is seeking reimbursement of the cost of constructing portions of Bermuda Road. The City's best interests are served by reimbursing Siena Hills Development, LLC as part of its strategy to promote construction of the streets necessary to support development. Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

The proposed latecomer agreement will provide the requested reimbursement through a combination of impact fee credits and allocations of future impact fee revenue. The agreement poses no risk to the City's finances since only realized revenues are used to provide reimbursements.

Staff recommends adoption of Resolution No. 2023-53.

Fiscal Impact:

The latecomer agreement requires payment by the City of \$15,000.00 from the existing balance of Zone I Impact Fee reserves within thirty (30) days of execution. From there, payments consisting of 7.32% of revenue collected in Zone I of the South Richland Collector Street Fund will be made on a quarterly basis. The Zone I Traffic Impact Fee revenue balance is \$57,383.33 as of December 31, 2022.

Attachments:

1. Resolution No. 2023-53
2. Street Latecomer Agreement - Siena Hills Development, LLC

RESOLUTION NO. 2023-53

A RESOLUTION OF THE CITY OF RICHLAND AUTHORIZING A COLLECTOR STREET LATECOMER AGREEMENT WITH SIENA HILLS DEVELOPMENT, LLC FOR CONSTRUCTION OF CERTAIN PORTIONS OF BERMUDA ROAD.

WHEREAS, Section 12.03 of the Richland Municipal Code (RMC) establishes the City's Traffic Impact Fee Program (the "Program"); and

WHEREAS, the Program funds a specific list of street improvements in one of four (4) geographic zones; and

WHEREAS, property development projects within the street impact fee zones jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, property development projects within the street impact fee zones are typically required, as a condition of the City's preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, in 2019, the City approved Siena Hills Development, LLC's proposed development referred to as the preliminary plat of Siena Hills; and

WHEREAS, the preliminary plat conditions for Siena Hills require the developer to dedicate right-of-way, provide design, and construct portions of Bermuda Road as listed in Chapter 12.03 RMC; and

WHEREAS, Siena Hills Development, LLC completed and dedicated a segment of Bermuda Road in compliance with the preliminary plat conditions for the project; and

WHEREAS, Chapter 12.03 RMC authorizes the use of collected impact fees to acquire right-of-way and to finance the design and construction of the rural portion of designated streets; and

WHEREAS, Siena Hills Development, LLC wishes to be reimbursed for the costs of constructing portions of Bermuda Road as authorized by RMC 12.03.130; and

WHEREAS, the City wishes to provide the reimbursement sought by Siena Hills Development, LLC as part of its strategy to promote construction of streets in the Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

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 Richland Collector Street Latecomer Agreement with Siena Hills Development, LLC for construction of certain portions of Bermuda Road.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:

**City of Richland
City Clerk
625 Swift Blvd. MS-07
Richland, WA 99352**

RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This Agreement is made this ____ day of _____, 2023 between the **City of Richland**, a Washington municipal corporation with service at 625 Swift Blvd., Richland, WA 99352 (the “City”), and **Siena Hills Development, LLC**, a Washington limited liability company with service at 1861 S Wells Ave., Ste 210, Meridian, ID, 83642 (“Developer”). City and Developer are herein referred to individually as a “Party” and collectively as the “Parties.”

I. Recitals

WHEREAS, Chapter 12.03 of the Richland Municipal Code establishes the Richland’s Traffic Impact Fee Program; and

WHEREAS, the Traffic Impact Fee Program establishes a street assessment reimbursement area; and

WHEREAS, property development projects within the street assessment reimbursement area are typically required, as a provision of the City’s preliminary plat approval, to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects within the street assessment reimbursement area jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a traffic impact fee; and

WHEREAS, the City-approved conditions for Developer's project, the preliminary plat of Siena Hills, include the requirement to dedicate right-of-way, provide design, and construct Bermuda Road as an off-site major collector street to provide access to the subdivision since no other City streets exist to serve it; and

WHEREAS, Developer has provided, and the City Engineer has reviewed and approved, estimates of the cost of the Bermuda Road right-of-way, design fees, and construction for the roadway included in the Developer's construction plans. The City Engineer has determined that these costs exceed the traffic impact fee obligation for the Developer's projects; and

WHEREAS, Developer wishes to be reimbursed for the costs of constructing a portion of Bermuda Road that is in excess of the project's traffic impact fee obligation; and

WHEREAS, the City wishes to provide the reimbursement sought by Developer as part of its strategy to promote construction of collector streets in the street assessment reimbursement area; and

WHEREAS, Chapter 35.72 RCW authorizes the City to contract for construction of streets required to service development, and to enter into latecomer reimbursement agreements.

NOW THEREFORE, in consideration of the construction of a portion of Bermuda Drive within the Richland street assessment reimbursement area, and Developer's constructing and dedicating said street as a part of the City's collector street system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

II. Agreement

1. Major Collector Street - Acceptance by City.

The City has approved construction of that portion of Bermuda Road, approximately 2,341 linear feet in length, lying partially outside of the Siena Hills subdivision. This segment of Bermuda Road represents 7.32 percent, by estimated value in the assessment financial model, of the remaining improvements in the Zone 1 assessment reimbursement area. The City accepted this street facility as a city street as of March 3, 2022. After the construction warranty expires, the City agrees to bear all further maintenance and operation costs of said street.

2. Cost of Streets.

The Developer has presented documentation to the City Engineer proving the actual final costs for right-of-way, design, and construction of said street. The City Engineer has validated these costs as appropriate for the work.

City and Developer agree that the portion of the total cost of said street which is reimbursable under the provisions of Chapter 12.03 RMC is **\$650,971.63** consisting of the following:

Design Engineering & Surveying	\$ 9,527.00
Bermuda Road Right-of-Way	\$ 385,911.00
Bermuda Road grading costs	\$ 22,471.28
<u>Bermuda Road Construction</u>	<u>\$ 233,062.35</u>
Total Construction cost	\$ 650,971.63

3. Accumulated Credits

Per Chapter 12.03 RMC, the traffic impact fee for single family dwelling units within Zone 1 is \$1,991.25. The City has not and will not assess traffic impact fees for lots in the final plats within the Siena Hills development until reimbursement under this Agreement is complete,

except for building permits issued during the time intervening between the current approved 61 lots and the execution of this Agreement. These 61 uncharged traffic impact fees for Siena Hills - Phase 1 and Siena Hills - Phase 2 constitute a credit against the eligible Total Construction Cost identified in Section 2 above. The amount of credit is equal to \$121,466.25 (61 lots x \$1,991.25).

After accounting for these credits, the amount remaining eligible for latecomer reimbursement to Developer is **\$529,505.38** (\$650,971.63 - \$121,466.25).

4. Payments required.

City has determined that these street improvements will benefit properties within the street assessment reimbursement area defined in the Richland Traffic Impact Fee Program. Future developments within the street assessment reimbursement area shall pay a fair prorated share of Developer's costs through payment of the traffic impact fee.

5. Repayment.

The City agrees to reimburse Developer as follows:

- a. Within thirty (30) days of recordation of this fully executed Agreement, City will pay Developer \$15,000 from the existing balance of the Zone 1 Impact Fee reserves.
- b. Within thirty (30) days of recordation of this fully executed Agreement, City will pay Developer all collected traffic impact fees from Siena Hills - Phase 1 and Siena Hills - Phase 2, not to exceed the eligible latecomer reimbursement identified in Section 3 above.
- c. On a quarterly basis thereafter, City will pay Developer 7.32 percent of the traffic impact fee revenue from the Richland Collector Street Fund collected in Zone 1. Payments will be made within thirty (30) days of the end of each calendar quarter and shall be based on that quarter's revenue. The quarters will end on March 31, June 30, September 30, and December 31.
- d. When a quarterly payment is processed as provided herein, the City will calculate a credit against its remaining obligation equal to the number of lots platted in the Siena Hills development during the previous quarter multiplied by the Zone 1 traffic impact fee. This credit will reduce the City's future payment obligations under this Agreement. City will provide this calculated credit to Developer with the quarterly payment transmittal.
- e. Total payments to Developer from the Richland Collector Street Fund will not exceed the actual costs of the street as determined in paragraph 2 above. The City shall, as of June 30 of each year, automatically adjust the unpaid balance upward by 3%.

6. Term.

This Agreement is effective upon final execution by all Parties hereto, and shall continue in force and effect for a maximum of fifteen (15) years from the date of execution or until the balance owed is paid in full, whichever occurs first in time. Nothing in this Agreement shall be construed to guarantee payment in full to Developer.

7. Required Notification.

Pursuant to RCW 35.72.020(3), every two (2) years from the date of execution of this Agreement, Developer or any assign who is entitled to recover under this Agreement shall notify the City of the current contract name, address and telephone number of the person, company or partnership that originally entered into this contract. Such notice must be received by the City within sixty (60) days of the time specified in this Section, and shall be directed as follows:

City of Richland
Attn: Public Works Director
625 Swift Blvd. MS-26
Richland, WA 99352

Failure to comply with this notice requirement shall result in the City retaining any reimbursement funds owed to the property owner under this Agreement per RCW 35.72.020(3).

8. Recording.

This Agreement shall not be enforceable against any party unless Developer has caused the same to be recorded with the Benton County Auditor within thirty (30) days of its final execution.

9. Governing Law/Forum Selection.

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

10. Severability.

In the event that 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF RICHLAND

**SIENA HILLS DEVELOPMENT,
LLC**

Jon Amundson, ICMA-CM
City Manager

Larry Squires, Authorized Agent

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-54, Authorizing a Sanitary Sewer Latecomer Agreement with Siena Hills Development, LLC for a Sewer Lift Station and Sewer Force Main

Department/Office
Public Works

Ordinance/Resolution Number:
2023-54

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-54, authorizing the City Manager to sign and execute a latecomer agreement with Siena Hills Development, LLC for a sewer lift station and sewer force main.

Summary:

Siena Hills Development, LLC constructed a sanitary sewer lift station and associated pipeline to serve the lots within the Siena Hills subdivision. The City's planning for sewer service to the area indicated that a single sewer lift station would be able to provide service to several properties near the Siena Hills subdivision. The lift station constructed by Siena Hills Development, LLC was designed and constructed to provide service to other properties as described in the City's planning.

Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities. Siena Hills Development, LLC is seeking to be reimbursed for a portion of the costs of constructing the sewer lift station and associated pipeline that will benefit future adjacent developments. The City's best interests are served by reimbursing Siena Hills Development, LLC as part of its strategy to promote cost-effective infrastructure construction necessary to service development.

The latecomer agreement requires the City to collect costs from adjacent properties at the time they connect to the City's sewer system, and to pass those collected funds to Siena Hills Development, LLC. None of the funds reimbursed to Siena Hills Development, LLC are generated by city sewer users or ratepayers.

Staff recommends adoption of Resolution No. 2023-54.

Fiscal Impact:

The City serves as a pass-thru of funds collected and disbursed to Siena Hills Development, LLC when future developers and home builders connect to the sewer main. For this reason, there is no fiscal impact on the City's budget.

Attachments:

1. Resolution No. 2023-54
2. Sewer Latecomer Agreement - Siena Hills Development, LLC

RESOLUTION NO. 2023-54

**A RESOLUTION OF THE CITY OF RICHLAND AUTHORIZING A
SANITARY SEWER LATECOMER AGREEMENT WITH SIENA
HILLS DEVELOPMENT, LLC.**

WHEREAS, Siena Hills Development, LLC, the developer of the Siena Hills subdivision (hereinafter “Developer”), constructed a sanitary sewer lift station and associated pipeline to serve the lots within the subdivision; and

WHEREAS, the City’s planning for sewer service in the area of the Siena Hills development indicated a single sewer lift station to serve several properties near the Siena Hills subdivision; and

WHEREAS, the lift station constructed by the Developer was designed and constructed to provide service to other properties as described in the City’s planning; and

WHEREAS, the sewer lift station and associated force main will provide sanitary sewer service to other nearby properties; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities; and

WHEREAS, Developer wishes to be reimbursed for a portion of the costs of constructing the sewer lift station and associated pipeline that will benefit future adjacent developments; and

WHEREAS, the City wishes to provide the reimbursement sought by Developer as part of its strategy to promote cost-effective infrastructure construction necessary to service development.

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 Sewer Latecomer Agreement with Siena Hills Development, LLC for construction of the sewer lift station and associated pipeline.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:

**City of Richland
City Clerk
625 Swift Blvd. MS-5
Richland, WA 99352**

SANITARY SEWER LATECOMER AGREEMENT

AFFECTED PARCEL I.D. NUMBERS:

1. 1-3498-300-0001-005 (Siena Hills, all phases) = 99.15 Acres
2. A portion of 1-3498-200-0005-006 = 54.36 Acres
3. A portion of 1-3498-201-0595-001 = 4.84 Acres

This Agreement is made this ____ day of _____, 2023 (the “Effective Date”) between the **City of Richland**, a Washington municipal corporation with service at 625 Swift Blvd., Richland, WA 99352 (the “City”), and **Siena Hills Development, LLC**, a Washington limited liability company with service at 1861 S Wells Ave., Ste 210, Meridian, ID, 83642 (the “Developer”). City and Developer are herein referred to individually as a “Party” and collectively as the “Parties.”

I. Recitals

WHEREAS, Developer, as part of the Siena Hills development, constructed a sanitary sewer lift station and associated off-site force main in the Bermuda Road alignment, as depicted on **Exhibit A**, that will serve the Siena Hills development and properties that are not owned by Developer; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities; and

WHEREAS, City approved construction of the sanitary sewer system by the Developer, and will accept the system as a city facility on the condition that the sewer lift station and force main meet the City’s inspection requirements and standard specifications; and

WHEREAS, upon acceptance as a city facility, City agrees to bear all future maintenance and operation costs of said sanitary sewer main; and

WHEREAS, an assessment reimbursement area has been formulated based on the feasible service area for the sewer pipeline; and

WHEREAS, the assessment reimbursement area is comprised of the following parcels: 1-3498-300-0001-005; a portion of 1-3498-200-0005-006; and a portion of 1-3498-201-0595-001; and

WHEREAS, Developer has presented sufficient documentation to the City Engineer proving the engineering and estimated construction costs of said sanitary sewer main; and

WHEREAS, the Parties agree that the estimated cost of said sanitary sewer lift station and sewer force main construction is \$555,342.00; and

WHEREAS, Developer wishes to be reimbursed for a portion of the costs of constructing the sanitary sewer lift station and force main that benefits both his development and future adjacent developments; and

WHEREAS, the City is willing to reimburse Developer as part of the City's strategy to promote cost-effective infrastructure construction necessary to service development.

NOW THEREFORE, in consideration of Developer's constructing and dedicating a sewer lift station and force main as part of the City's sanitary sewer system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

II. Agreement

1. Connection to Sewer Facility

City agrees that none of the above properties will be authorized to connect into or use said sanitary sewer lift station and sewer force main without first paying to the City, in addition to any and all other costs and charges made and assessed for such tap or use, their fair prorated share of the cost for the construction of the sewer facility as determined herein. At the time of the initial connection to this sewer pipeline intended to serve an assessed parcel, the entire amount owed by the parcel shall be assessed.

2. Determination of Fair Share

The total cost of the sewer main shall be divided on a per acre basis between the above-referenced parcels. These parcels comprise the assessment reimbursement area for the sanitary sewer main as described in RMC 3.10.040. Since Developer's project will not receive sewer service from this pipeline, the entire cost of said pipeline will be collected from those properties in the assessment reimbursement area. The assignment of costs under this Agreement shall be as follows:

- Total number of acres serviceable by sanitary sewer main: 158.35 acres
- Cost of Sanitary Sewer Force Main and Sewer Lift Station: \$555,342.00
 - **\$555,342.00 / 158.35 acres = \$3,507.05 per acre**

Consistent with this assessment method, the assessed amount for each parcel subject to this Agreement shall be as follows:

1. 1-3498-300-0001-005 (Siena Hills, all phases) = 99.15 Acres
2. A portion of 1-3498-200-0005-006 = 54.36 Acres
3. A portion of 1-3498-201-0595-001 = 4.84 Acres

➤ **Total = 158.35 Acres**

The unpaid amounts of these assessments shall be subject to inflation, applied on January 1 of each year and based on the consumer price index – Seattle urban wage and clerical workers (CPI-W) July through June.

3. Repayment

The City agrees to pay Developer quarterly after receipt, any sums received from others during the term of this Agreement as their pro rata share of the cost of said sanitary sewer main. The quarterly periods shall end on March 31, June 30, September 30, and December 31. Payments will be due thirty (30) days after the close of each quarter. No transfer or assignment of the right to receive any such payments shall be binding upon the City unless it has received notice in writing of such transfer or assignment, and any such payment to Developer or other persons shown in the City records as entitled to receive such payment before receipt of such notice shall discharge the City of its obligation under this paragraph to the extent of such payment.

4. Term

This Agreement shall continue in force and effect for a maximum of twenty (20) years from the date this Agreement is executed, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Developer.

5. Recording

This Agreement shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor pursuant to RCW 35.91.020. This Agreement shall also be recorded against each parcel number listed at the beginning of this Agreement.

6. Notifications

Pursuant to RCW 35.91.020(6), every two (2) years from the date of execution of this Agreement, the Developer entitled to reimbursement under this Agreement shall provide the City with information, in writing, regarding the current name, address, and telephone number of the person,

company, or partnership that originally entered into this Agreement. If the Developer fails to comply with the notification requirements within sixty (60) days of the specified time, then the City may collect any reimbursement funds owed to the Developer under this Agreement. Such latecomer fees collected will be deposited in the City's capital fund.

7. Governing Law/Forum Selection

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

8. Severability

In the event that 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.

[Signature page to follow]

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that **LARRY SQUIRES** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it, as an authorized agent of **SIENA HILLS DEVELOPMENT, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

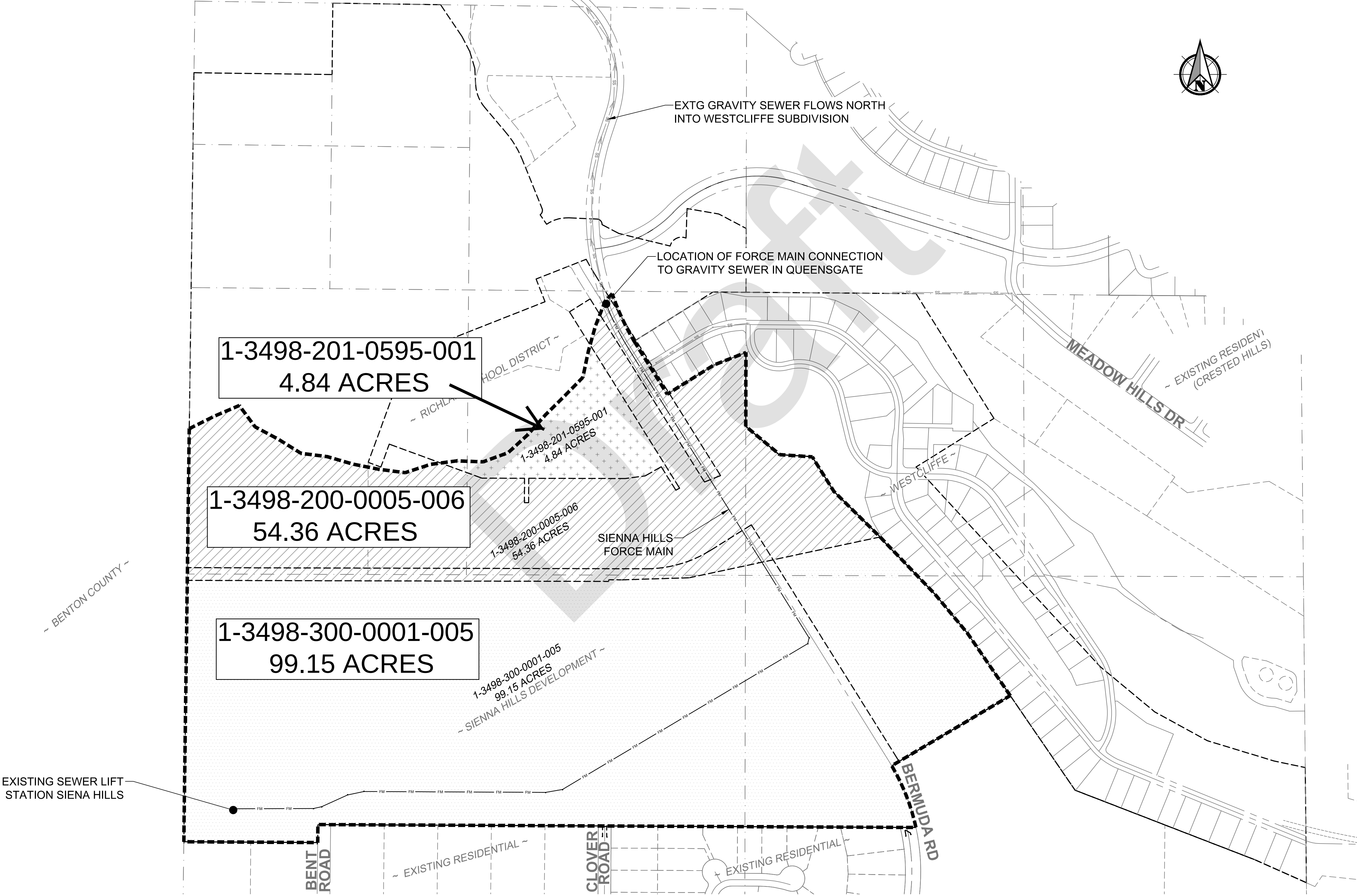
DATED: _____, 2023.

←print name
Notary Public in and for the State of Washington.
Residing at: _____, Washington
My appointment expires _____.

EXHIBIT "A"

SANITARY SEWER LATECOMER AGREEMENT MAP

LOCATED IN SECTION 34 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Code Enforcement Board: Jenna Coddington and Ragan Faylor

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Jenna Coddington to Position No. 4 and reappoint Ragan Faylor to Position No. 5 on the Richland Code Enforcement Board.

Summary:

Position Nos. 4 and 5 on the Richland Code Enforcement Board expired on March 31, 2023. The Code Enforcement Board interview panel reviewed application packets, interviewed candidates, and submitted the following recommendations for appointment:

Position No. 4 - Jenna Coddington

Position No. 5 - Ragan Faylor

The terms for both positions are for two (2) years, effective April 1, 2023 through March 31, 2025.

Candidate application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. Code Enforcement Board Recommendation Memo



POLICE DEPARTMENT

MEMORANDUM

To: City Council

From: Code Enforcement Board Interview Panel

Date: March 2, 2023

Re: Code Enforcement Board Vacancy Interviews

A total of five application packets were received as a result of advertising for the two (2) vacant positions. Two applicants were current Code Board members (Edmondson and Faylor). Two applicants responded to interview requests and the fifth applicant did not.

On Monday, February 28, 2023, Commander John Schwarder and Sergeant/Staff Liaison Shawn Swanson interviewed candidates Jenna Coddington and Patricia Holten. Interview procedures were followed, and no conflicts of interest were identified.

Ragan Faylor is a current Code Board member and, based on his past performance, was not re-interviewed. We recommend Mr. Faylor be re-appointed to position #5.

Albert Edmondson is a current Code Board member and was not re-interviewed.

Based on the interviews conducted on February 28, 2023, we recommend Mrs. Coddington be appointed to fill position #4. Council Member Ryan Whitten met with Mrs. Coddington and concurs with the recommendation.

The term for Code Enforcement Board positions #4 and #5 will be for two years from April 1, 2023 through March 31, 2025.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-56, Declaring Surplus and Relinquishing a Temporary Access and Utility Easement at the Western Terminus of Cortona Way

Department/Office
Public Works

Ordinance/Resolution Number:
2023-56

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-56, declaring a Temporary Access and Utility Easement located at the terminus of Cortona Way surplus to the City's needs, and authorizing the City Manager to sign all documents necessary to relinquish the City's interest in the easement as provided therein.

Summary:

Richland Properties LLC has requested relinquishment of a certain Temporary Access & Utility Easement located at the western terminus of Cortona Way. The easement is no longer needed for municipal purposes since a permanent road dedication is being granted on the final plat of Siena Hills - Phase 3.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. Consistent with state law, notice was published on March 26, 2023 that a public hearing would be held on April 4, 2023 to take testimony regarding this surplus action. Barring any compelling testimony raising new issues that change the analysis, staff supports the requested surplus and relinquishment action.

The consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, is paid by the applicant.

Staff recommends adoption of Resolution No. 2023-56.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-56

RESOLUTION NO. 2023-56

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF A TEMPORARY ACCESS AND UTILITY EASEMENT LYING
AT THE WESTERN TERMINUS OF CORTONA WAY.**

WHEREAS, the property owner, Richland Properties, LLC, has requested relinquishment of a certain Temporary Access and Utility Easement for new road dedication; and

WHEREAS, the easement, as depicted on **Exhibit A**, is no longer needed for municipal purposes as a permanent road dedication is being granted on the final plat of Siena Hills - Phase 3; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on March 26, 2022, notice was duly published that a public hearing would be held on April 4, 2023 to take testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing Temporary Access and Utility Easement, originally acquired for access and utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A Temporary Access and Utility Easement dedicated to the City of Richland under Auditor File No. 2021-051106, records of County of Benton, State of Washington, and further depicted on Siena Hills - Phase 1 Final Plat at the western terminus of Cortona Way, Vol 15 Page 0728, Auditor File No. 2021-051239, records of County of Benton, State of Washington, as depicted on **Exhibit A**.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the easement described herein and depicted on **Exhibit A**, and to deliver the same upon payment.

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 April, 2023.

Terry Christensen, Mayor

Attest:

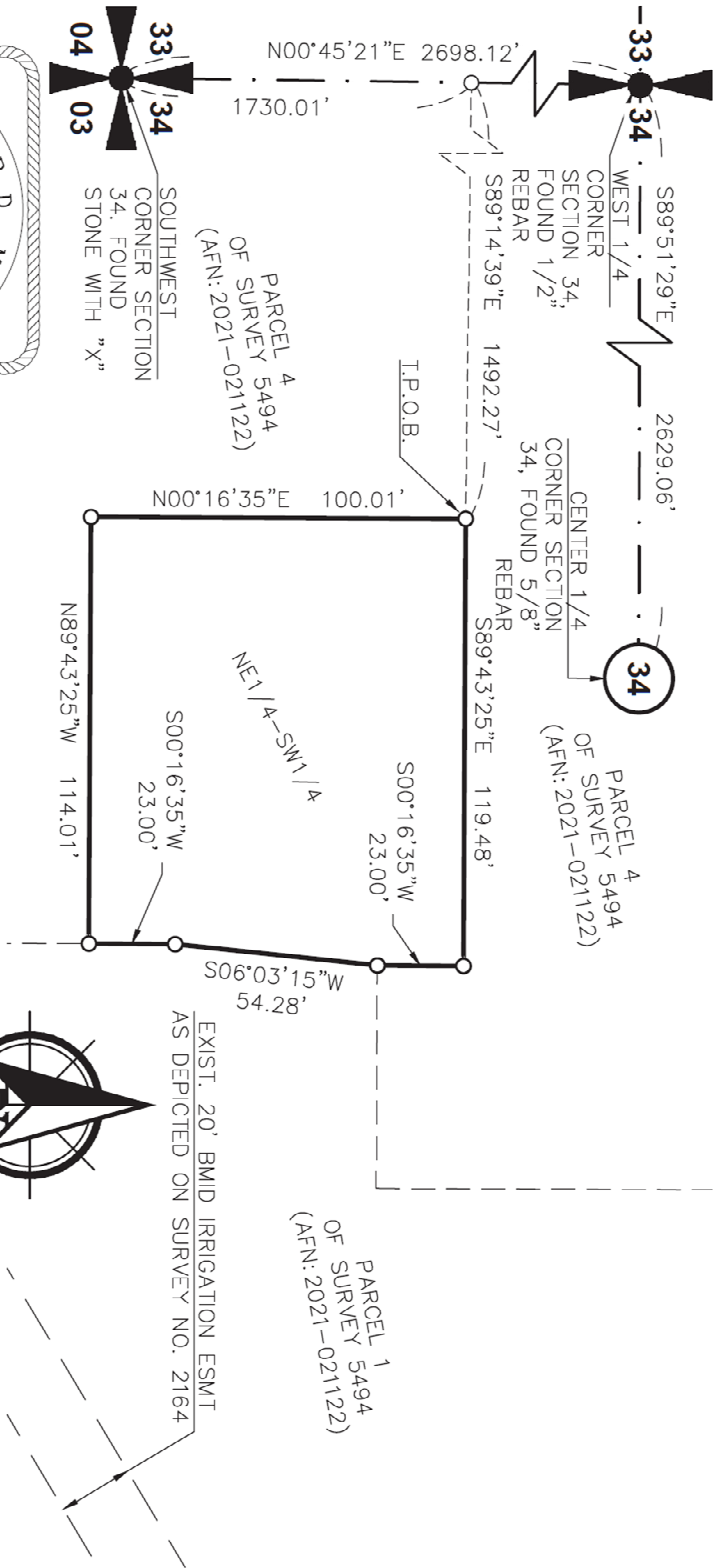
Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

TEMPORARY ACCESS & UTILITY EASEMENT "A"
 LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34 OF TOWNSHIP 9 NORTH IN RANGE 28
 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



10/05/2021

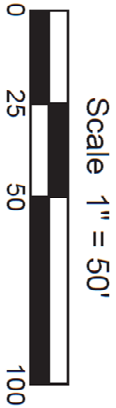


PBS Engineering
 and
 Environmental Inc.
 pbsusa.com

DRAWN BY: DWW
 CHECKED BY: ADM

SCALE: 1" = 50'
 PROJECT NO.: 66150

DATE: 10/05/2021
 SHEET 1 OF 6



EXIST. 20' BMD IRRIGATION ESMT
 AS DEPICTED ON SURVEY NO. 2164



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/4/2023

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-57, Declaring Surplus and Relinquishing a Utility Easement lying within 557 Stevens Drive

Department/Office
Public Works

Ordinance/Resolution Number:
2023-57

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-57, declaring a portion of a utility easement lying within 557 Stevens Drive as surplus to the City's needs, and authorizing the City Manager to execute all documents necessary to release the City's interest in the easement as provided therein.

Summary:

Grigsby Properties, LLC has requested relinquishment of a certain portion of a utility easement encumbering its property located at 557 Stevens Drive. The easement is no longer needed for municipal purposes because the utilities that occupied the easement have been abandoned.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. Consistent with state law, notice was published on March 26, 2023 that a public hearing would be held on April 4, 2023 to take testimony regarding this surplus action. Barring any compelling testimony raising new issues that would change the analysis, staff supports the requested surplus and relinquishment action.

The consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, is paid by the applicant.

Staff recommends adoption of Resolution No. 2023-57.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-57

RESOLUTION NO. 2023-57

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF A UTILITY EASEMENT LYING WITHIN 557 STEVENS DRIVE.**

WHEREAS, the property owner at 557 Stevens Drive, Grigsby Properties, LLC, has requested relinquishment of a certain portion of a utility easement; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes as the utilities that occupied the easement have been abandoned; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on March 26, 2022, notice was duly published that a public hearing would be held on April 4, 2023 to take testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of a utility easement dedicated to the City of Richland and lying within Lot 10, Record of Survey No. 5080, as depicted by hatching on **Exhibit A**.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the portion of the easement described herein and depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

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 April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

