



Agenda
City Council Regular Meeting
Tuesday, May 6, 2025
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. United States Nuclear Regulatory Commission Presentation
 - Chris Highley, U.S. NRC Region IV Senior Resident Inspector
2. New Hires and Retirements
 - Lacey Paulsen, Human Resources Director

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

3. Proposed Amendment to the 2025-2030 Six-Year Transportation Improvement Program for the Systemic Pedestrian Crossing Safety Improvements Project, Resolution No. 2025-71
4. Proposed General Obligation Bond Issuance to Finance Upgrades to the City's Municipal SolidWaste Facilities, Resolution No. 2025-72

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 April 15, 2025 City Council Regular Meeting Minutes and the April 22, 2025 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

6. Ordinance No. 2025-10, Establishing and Dedication a Portion of Dallas Road Right-of-Way
- Carlo D'Alessandro, Public Works Director
7. Ordinance No. 2025-11, Amending Richland Municipal Code Sections 11.30.020, 11.40.020, 11.40.030 and 11.04.040 related to Entering and Parking on Designated Streets
- Carlo D'Alessandro, Public Works Director
8. Ordinance No. 2025-12, Authorizing Issuance of 2025 Limited Tax General Obligation Bonds
- Brandon Allen, Finance Director
9. Ordinance No. 2025-13, Amending Chapter 9.12 of the Richland Municipal Code related to Miscellaneous Crimes
- Heather Kintzley, City Attorney
10. Ordinance No. 2025-14, Repealing Chapter 5.15 of the Richland Municipal Code related to Teenage Dance Halls and Rollerskating Rinks
- Heather Kintzley, City Attorney

Resolutions - Adoption:

11. Resolution No. 2025-61, Authorizing a Memorandum of Understanding with Washington Energy, LLC for Future Provision of Electric Service
- Clint Whitney, Energy Services Director
12. Resolution No. 2025-62, Authorizing a Second Amendment to the Consultant Agreement with Efficiency Solutions, LLC for Energy Efficiency Consulting Services
- Clint Whitney, Energy Services Director
13. Resolution No. 2025-63, Authorizing Award of Bid to Palouse Power, LLC for the 2025 Boring and Cable Replacement Project
- Clint Whitney, Energy Services Director
14. Resolution No. 2025-64, Authorizing a Consultant Agreement with PBS Engineering and Environmental LLC for Engineering Design Services related to the Duportail Street Improvements Project
- Carlo D'Alessandro, Public Works Director
15. Resolution No. 2025-65, Authorizing a Sixth Amendment to the Consultant Agreement with Consor North America, Inc. (d/b/a Murraysmith, Inc.) for the Wastewater Treatment Plant Aeration Basin Retrofit Project
- Carlo D'Alessandro, Public Works Director
16. Resolution No. 2025-66, Authorizing Award of Bid to VSS International, Inc. for the 2025 Slurry Seal Project
- Carlo D'Alessandro, Public Works Director
17. Resolution No. 2025-67, Authorizing Award of Bid to Doolittle Construction, LLC for the 2025 Microsurfacing Project
- Carlo D'Alessandro, Public Works Director
18. Resolution No. 2025-68, Authorizing an Amendment to the Washington State Department of Transportation Grant Agreement for the Central Richland Active Transportation Improvements Project
- Carlo D'Alessandro, Public Works Director

19. Resolution No. 2025-69, Authorizing a Consultant Agreement with Commonstreet Consulting, LLC for Right-of-Way Acquisition Services
 - Carlo D'Alessandro, Public Works Director
20. Resolution No. 2025-70, Authorizing a Second Amendment to the Professional Services Agreement with InfoSend, Inc. for Utility Bill Print and Mail Services
 - Brandon Allen, Finance Director

Items - Approval:

21. Appointment to the Economic Development Committee: Logan Jackson
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

Items of Business:

22. Ordinance No. 2025-15, Authorizing a Concomitant Agreement in lieu of a Rezone affecting 9025 Center Parkway (Closed Record)
 - Mike Stevens, Planning Manager
23. Resolution No. 2025-48, Authorizing a First Amendment to the Facility Use Agreement with American Cruise Lines, Inc.
 - Chris Waite, Parks & Public Facilities Director
24. Resolution No. 2025-71, Amending the 2025-2030 Six-Year Transportation Improvement Program for the Systemic Pedestrian Crossing Safety Improvements Project
 - Carlo D'Alessandro, Public Works Director
25. Resolution No. 2025-72, Proposed General Obligation Bond Issuance to Finance Upgrades to the City's Municipal Solid Waste Facilities
 - Brandon Allen, Finance Director
26. Potential Council Correspondence
 - Jon Amundson, City Manager

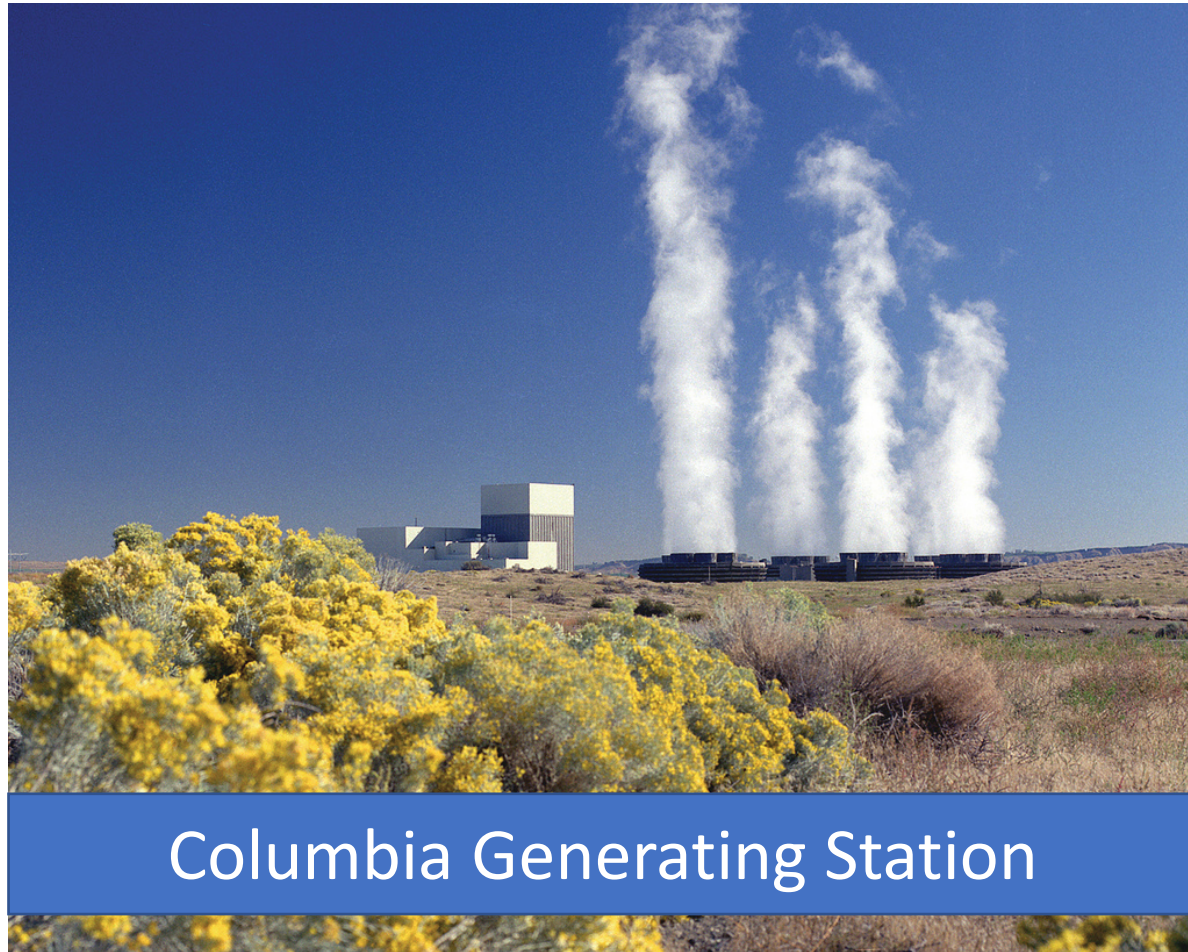
Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

NRC Annual Assessment Summary



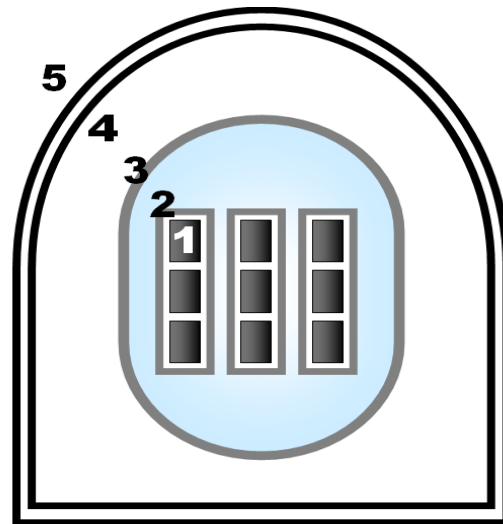
Columbia Generating Station

Assurance of Plant Safety

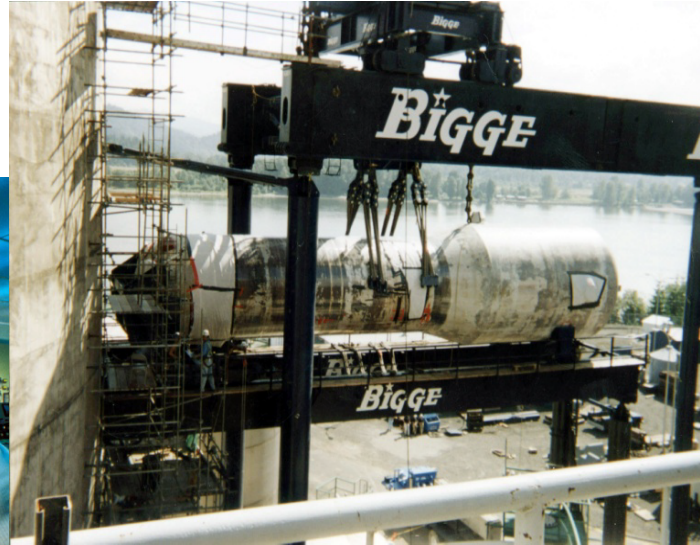
Continuous
Training



Defense
In-Depth



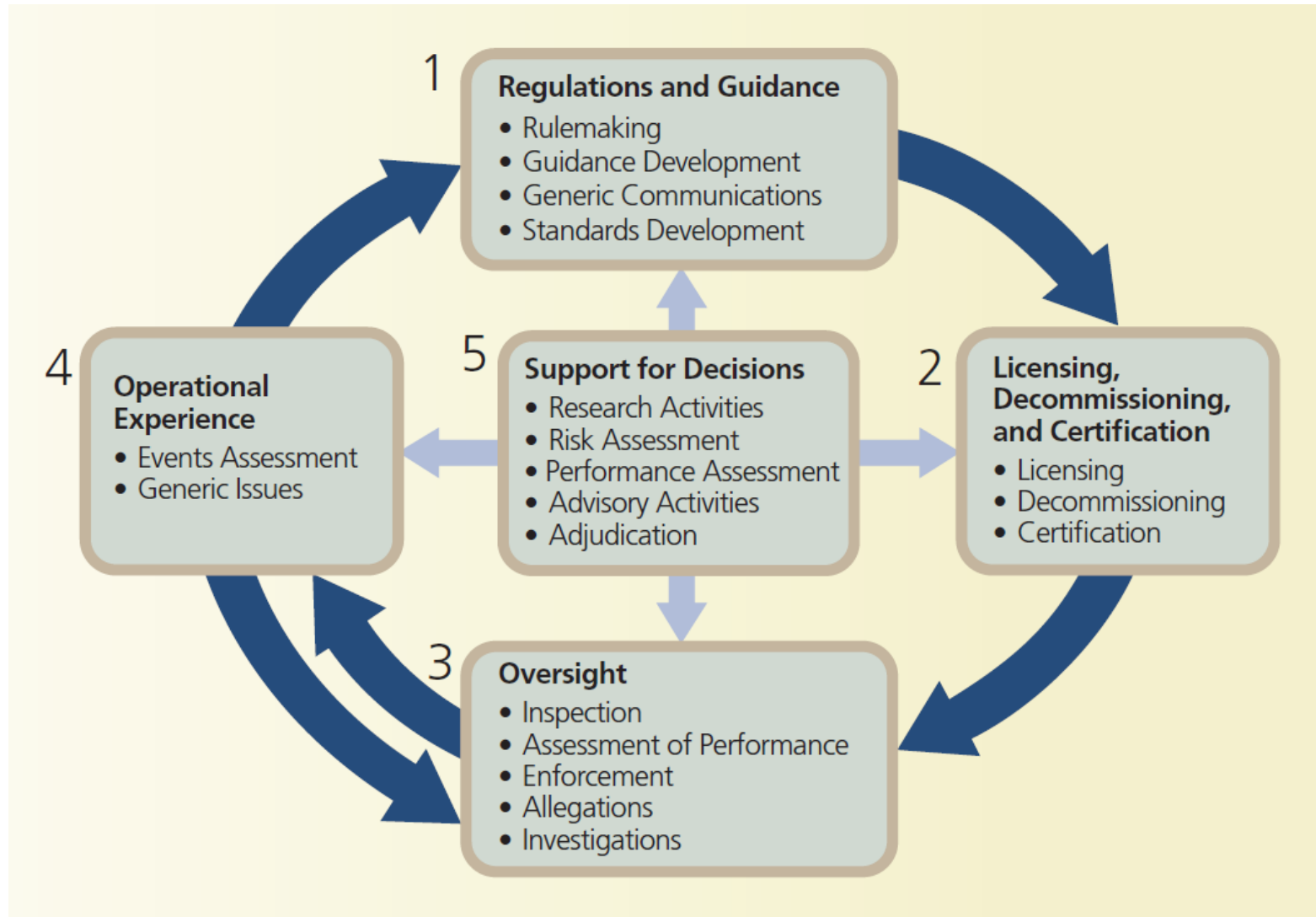
Long-Term
Maintenance



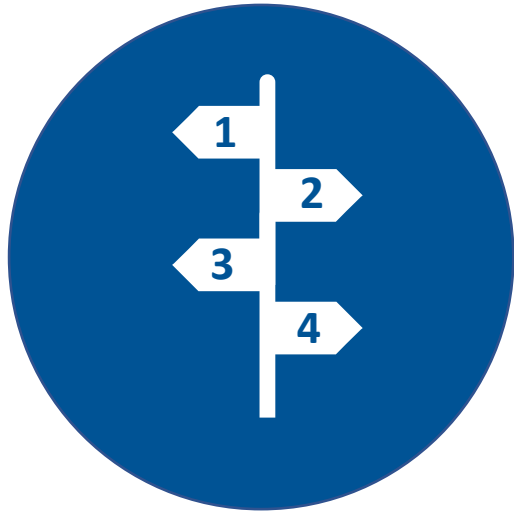
Regulation
Compliance



How We Regulate



NRC REACTOR OVERSIGHT PROCESS



**Implemented in each of
the NRC's four regions**

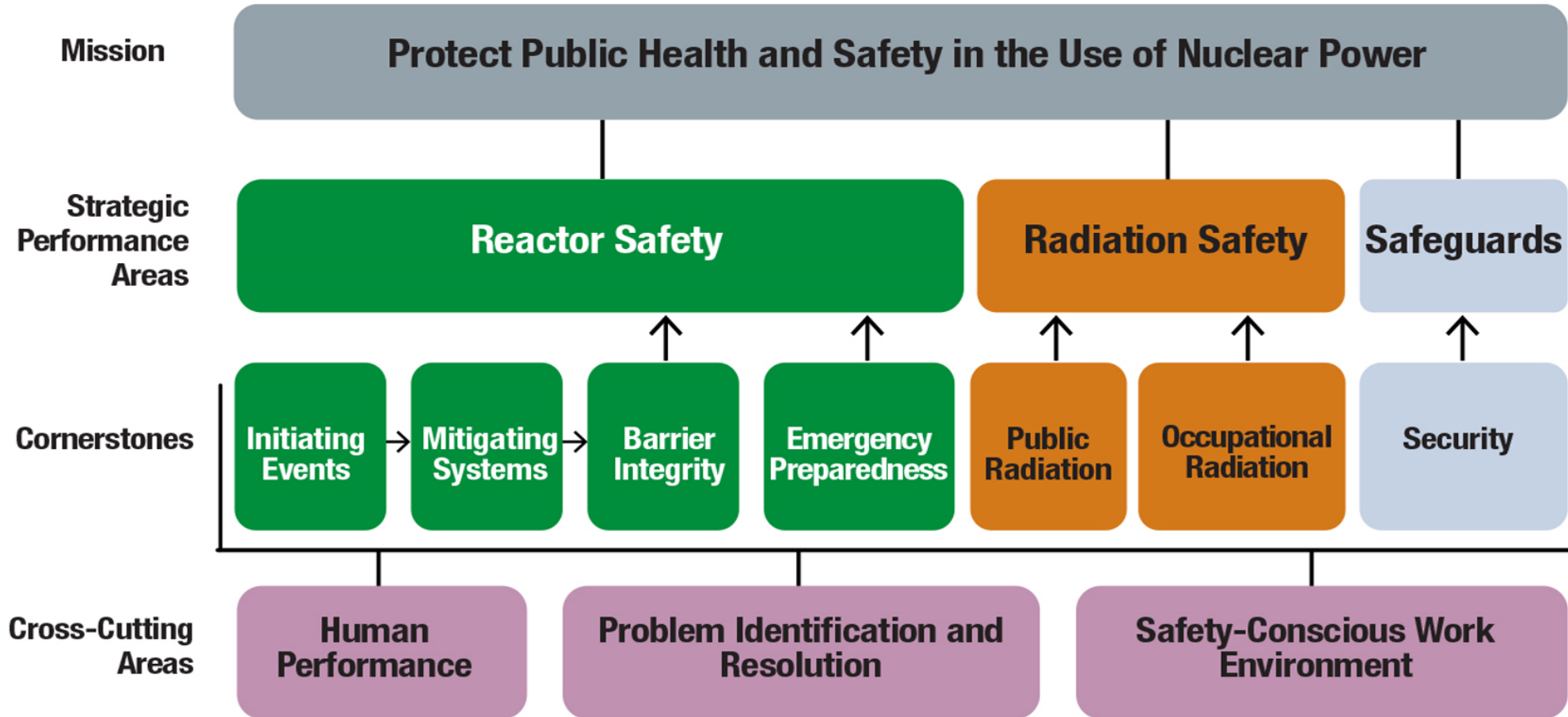


**Involves inspection and
assessment activities**



**Executed by regional and
resident inspectors**

Reactor Oversight Framework



Reactor Oversight Inputs and Oversight

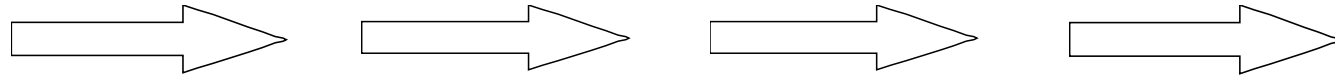
INCREASING SAFETY SIGNIFICANCE

	GREEN	WHITE	YELLOW	RED
Performance Indicators	Performance within an expected level; Cornerstone objectives are met	Performance outside expected range; Cornerstone objectives are still being met	Related cornerstone objectives are being met; Minimal reduction in the safety margin	Signals a significant reduction in safety margin in the area measured
Findings	Very low safety or security significance	Low to moderate safety or security significance	Substantial safety or security significance	High safety or security significance
Oversight	Baseline Inspection	Requires additional NRC oversight	Requires more NRC oversight	Requires most NRC oversight

INCREASING NRC OVERSIGHT

Action Matrix Columns

Licensee Response	Regulatory Response	Degraded Performance	Multiple/Repetitive Degraded Cornerstone	Unacceptable Performance
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Increasing:

- Safety Significance
- Inspection
- Management Involvement
- Regulatory Action

RESIDENT INSPECTOR PROGRAM

- Resident inspectors live in the communities they serve
- Perform inspections at Columbia Generating Station
- Provide daily oversight of plant activities
 - Chris Highley – Senior Resident Inspector
 - Jason Brodlowicz –Resident Inspector
 - Amy Elam – Administrative Professional



Chris Highley – Senior
Resident Inspector



Jason Brodlowicz –
Resident Inspector



Amy Elam – Administrative
Professional

Columbia Generating Station 2024 Assessment Summary

- Energy Northwest operated the plant safely and in a manner that preserved the public health and safety and protected the environment
- Regulatory Response Column (Changed to Licensee Response Column on April 2, 2025; [ML25073A062](#))
- 6791 hours of inspection and related activities
- Green Performance Indicators
- 6 Green violations, 1 TE Severity level IV, and 2 White violations (closed in 2Q25)
- Baseline inspection in 2025, with one addition:
 - 93100 inspection to review Safety Conscious Work Environment issues

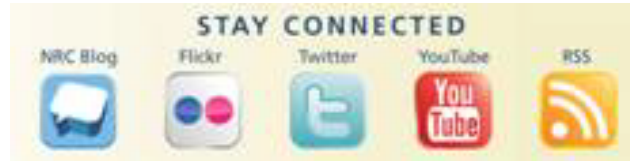


Region IV Division of Operating Reactor Safety

Branch A Branch Chief – Tricia Vossmar



NRC Social Media Channels



- Facebook: <https://www.facebook.com/nrcgov/>
- Twitter: <https://twitter.com/nrcgov>
- YouTube: <https://www.youtube.com/user/NRCgov>
- Flickr: <https://www.flickr.com/photos/nrcgov/sets>
- LinkedIn: <https://www.linkedin.com/company/u-s--nuclear-regulatory-commission/mycompany/>
- GovDelivery: <https://service.govdelivery.com/accounts/USNRC/subscriber/new>

Contacting the NRC

- Report an emergency
 - (301) 816-5100 (call collect)
- Report a safety concern
 - (800) 695-7403
 - Allegation@nrc.gov
- General information or questions
 - www.nrc.gov
- Contact Columbia Generating Station Resident Inspectors
 - 1-817-200-1932 NRC Office line
 - 1-240-704-4264 SRI Cell number



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, April 15, 2025
Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

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

Welcome and Roll Call

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

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present (Remote via Zoom)
Councilmember Whitten	Present

Also present were Acting City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Waite, Human Resources Director Paulsen, and City Clerk Rogers.

Pledge of Allegiance

Members from Richland Troops 5351, 5347, and 2136 of the Girl Scouts of Eastern Washington and Northern Idaho led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Richland Public Library Foundation Donation

As Council Liaison to the Richland Library Board of Trustees, Mayor Pro Tem Kent expressed City Council's appreciation for the Richland Public Library Foundation's support

and generous donation of \$100,000.

The Foundation, a non-profit organization dedicated to supporting the Richland Public Library's capital needs, donated \$100,000 to assist with the construction of a new outdoor space as part of the Library's 2025 Capital Improvement Plan. The donation will be used to construct a new outdoor program space, including an amphitheater, located at the library's northwest exterior corner.

Mayor Pro Tem Kent also acknowledged Foundation members in attendance, including Chair Alan Rither and member Kassandra Stanford. Mr. Rither provided a brief history of the Foundation, highlighting its origins rooted in the legacy of early Hanford community members. He recognized the contributions of both past and present Foundation leaders and expressed appreciation for the City's continued partnership in bringing this project to fruition.

The donation was formally accepted upon adoption of Resolution No. 2025-53 on the Consent Calendar.

2. Richland Public Library Board Annual Presentation

Karen Buxton, Chair of the Richland Library Board of Trustees, expressed appreciation to members of the Richland Public Library Foundation for their continued support. Vice-Chair Cara Hernandez introduced the *Go Team Therapy Dog Program* and highlighted its role in supporting library events and providing a welcoming environment for children.

Ms. Buxton then shared a PowerPoint presentation and provided a high-level overview of the Library Board's 2024 Annual Report. The report outlined the Library's accomplishments in community engagement, technical services, and user experience. She noted that financially, the Library operated within its \$2.8 million general fund budget, ending the year with a positive balance. The value of services provided to the community was estimated at over \$10 million.

The Library's 2025 Action Plan includes preparations for its 75th Anniversary celebration, development of reciprocal borrowing partnerships, completion of a new outdoor space, exploration of expanded services in south Richland, and strengthened outreach efforts targeting the teen community.

Detailed information can be found in the PowerPoint presentation included in the agenda packet. Following the presentation, councilmembers engaged in a question-and-answer session with Ms. Buxton.

3. Benton-Franklin Council of Governments Regional Traffic Count Analysis BFCOG

Tanner Martin, Regional Planner for Benton-Franklin Council of Governments (BFCOG), presented the 2024 Regional Traffic Count Program Analysis. Mr. Martin explained that the Regional Traffic Count Program, launched in 2016 and conducted by BFCOG, is the

largest tube count program on the West Coast. The program utilizes bi-directional pneumatic tube counters to systematically collect traffic data, including vehicle volume, classification, and speed during mid-week periods in the spring and fall.

In 2024, data was collected at 718 locations across the Benton-Franklin region, with 158 of the sites located in Richland. The analysis identified the 25 locations with the highest average daily traffic volumes, 11 of which are located in Richland, including six (6) along George Washington Way.

Mr. Martin reviewed historical traffic trends from 2016, 2018, 2021 and 2024, providing comparisons that reflect evolving travel patterns, percentages of heavy vehicle traffic, and year-over-year volume changes. The data supports transportation planning, informs future infrastructure investments, and assists in identifying priority areas for congestion mitigation efforts.

Detailed information can be found in the PowerPoint presentation included in the agenda packet. Following the presentation, the councilmembers engaged in a question-and-answer session with Mr. Martin.

Public Hearing

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

4. Adding 2025 Classifications & Wages to the 2023-2025 Collective Bargaining Agreement with the International Association of Firefighters Union Local 1052 - Rank and File, Resolution No. 2025-59

Mayor Richardson opened the public hearing at 6:48 p.m. and closed the public hearing at 6:49 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Kyle Saltz, a Richland resident, presented proposed cost-saving measures related to animal control enforcement by amending Chapter 7.03 of the Richland Municipal Code to extend citation authority to animal control officers. He also suggested the City increase fines to serve as a stronger deterrent and promote responsible pet ownership.
- Edward Muñoz, a Richland resident, requested City Council consider extending the public comment period from two (2) minutes to three (3) minutes.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

5. Approval of the April 1, 2025 City Council Regular Meeting Minutes

Ordinances - First Reading

6. Ordinance No. 2025-10, Establishing and Dedicating a Portion of Dallas Road Right-of-Way
7. Ordinance No. 2025-11, Amending Richland Municipal Code Sections 11.30.020, 11.40.020, 11.40.030 and 11.04.040 related to Entering and Parking on Designated Streets
8. Ordinance No. 2025-12, Authorizing Issuance of 2025 Limited Tax General Obligation Bonds
9. Ordinance No. 2025-13, Amending Chapter 9.12 of the Richland Municipal Code related to Miscellaneous Crimes
10. Ordinance No. 2025-14, Repealing Chapter 5.15 of the Richland Municipal Code related to Teenage Dance Halls and Rollerskating Rinks

Ordinances - Second Reading & Passage

11. Ordinance No. 2025-08, Amending the 2025 Budget in Various City Funds

Resolutions - Adoption

12. Resolution No. 2025-53, Accepting a \$100,000 Donation from the Richland Public Library Foundation for the 2025 Library Capital Improvement Plan Project
13. Resolution No. 2025-54, Authorizing a Purchase and Sale Agreement for Property located at 585 and 609 Gage Boulevard
14. Resolution No. 2025-56, Authorizing a Purchase and Sale Agreement with JJA Properties, LLC for Property located at 2574 Henderson Loop
15. Resolution No. 2025-57, Authorizing a Purchase and Sale Agreement with JJA Properties, LLC for Property located at 2558 Henderson Loop
16. Resolution No. 2025-58, Authorizing 2025 Park Partnership Program Grant Awards
17. Resolution No. 2025-60, Declaring Official Intent to Reimburse Expenditures from Proceeds of Bonds

Items - Approval

18. Appointment to the Arts Commission: Mary Jecha and Boston Breitzkreitz

19. Appointment to the Personnel Committee: Emma Chambers

Expenditures - Approval

20. Expenditures from March 1, 2025 to March 31, 2025 for \$24,296,473.62 including Travel Checks Nos. 20706-20731, Accounts Payable Check Nos. 333077-333929, Accounts Payable Wire Nos. 10473-10516, Payroll Wires & ACH Nos. 14584-14637, Payroll Direct Deposit & Check Nos. 236441-237590, and Pension Check Nos. 6968-6988

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Items of Business

21. Resolution No. 2025-59, Adding 2025 Classifications & Wages to the 2023-2025 Collective Bargaining Agreement with the International Association of Firefighters Union Local 1052 - Rank and File

Human Resources Director Paulsen provided context to Resolution No. 2025-59, which would add 2025 classifications and wages to Appendix A of the existing 2023-2025 Collective Bargaining Agreement (CBA) with the International Association of Firefighters Union Local 1052- Rank and File (IAFF-R&F).

She noted that the current CBA includes a wage opener provision for 2025. Following initial negotiations, the City and the IAFF participated in a joint mediation session through the Public Employment Relations Commission (PERC), where an agreement was reached. The IAFF membership approved the proposed 2025 wages by majority vote.

The negotiated wages for 2025 include a 2.5% cost of living adjustment (COLA) effective January 1, 2025, and an additional 2% market adjustment effective July 1, 2025.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-59, ADDING 2025 CLASSIFICATIONS & WAGES TO THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS UNION LOCAL 1052 - RANK AND FILE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

22. Richland Police Department Annual Report

With the aid of a PowerPoint presentation, Chief Pilcher presented the 2024 Richland Police Department (RPD) Annual Report. The report included a high-level overview of the department's operations, including staffing composition, community engagement efforts, call volumes, use-of-force statistics, and traffic enforcement activity. Chief Pilcher also highlighted the work of specialized units, including the Tri-Cities Regional SWAT, the Small Unmanned Aerial Systems (drones), the Bomb Squad, Criminal Investigations, Street Crimes Unit, and the Internet Crimes Against Children (ICAC) Task Force.

Additional updates included information on professional training initiatives and administrative improvements. Chief Pilcher noted that the reinstatement of the Traffic Unit contributed to improved traffic safety, and emphasized that community outreach remains a top priority, with continued support from the Volunteers in Police Services (VIPS) program and the Richland Police Foundation.

Detailed information can be found in the PowerPoint presentation attached to the agenda. Following the presentation, Council offered comments and engaged in a question-and-answer session with Chief Pilcher.

Reports and Comments

City Manager

City Manager Amundson was absent. Acting City Manager Schiessl had no comments.

City Council

Councilmember VanDyke thanked staff for incorporating updates to the hazard zones as outlined in Ordinance No. 2025-11. He also expressed a general concern, encouraging Council to be cautious when considering future decisions that could discourage or limit citizens' use of personal vehicles.

Councilmember Maier reported that Ben Franklin Transit is currently working on its Long-Range Transit Plan (LRTP) and encouraged residents to visit the Ben Franklin Transit website and social media platforms to stay informed. He also announced that two (2) new members have been appointed to the Richland Code Enforcement Board and will be participating in an upcoming meeting.

Councilmember Maier went on to thank city staff for their efforts in removing outdated ordinances and clarifying parking regulations. In conclusion, he encouraged residents to review the published City Council agenda packet for more details.

Councilmember Whitten welcomed newly appointed Richland Arts Commission members Mary Jecha and Boston Breitreitz and expressed appreciation to city staff for the effort made to revise certain sections of the city code.

Councilmember Whitten concluded by commenting on the general obligation bond ordinance approved for first reading on the Consent Calendar, recognizing that the matter had been previously discussed and was anticipated by City Council. He also thanked city staff for their efforts in updating the RMC related to entering and parking on designated streets (Ordinance No. 2025-11).

Councilmember Jones had no comments.

Councilmember Lukson commented on the range of topics covered on the agenda, noting the contrast between past regulations and future-oriented planning, including a long-term vision for a potential North Richland Bridge in 2075. He noted that the discussion prompted him to consider Council's role in balancing historical context with future planning, while also addressing present-day priorities such as library and police services. He expressed appreciation for the agenda items, which offered an opportunity to contemplate the past, present and future.

Mayor Pro Tem Kent reiterated her appreciation to the Richland Public Library Foundation and thanked Friends of the Library for their continued support and contributions. She then congratulated the four (4) recipients of this year's Park Partnership Program grant funding and extended her thanks to all applicants, including those not selected in this round. She also thanked those involved in reviewing and selecting grant recipients.

Mayor

Mayor Richardson delivered a tribute to her late mother, who recently passed away, and expressed gratitude to the City's emergency responders for their professionalism and compassion during her mother's passing. Mayor Richardson concluded with one of her mother's favorite humorous stories and encouraged everyone to treat others as treasures, to be grateful, and to spread joy wherever possible.

Adjournment

Mayor Richardson adjourned the meeting at 8:05 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, April 22, 2025

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop - 6:00 p.m.

Mayor Richardson called the Council workshop to order at 6:00 p.m.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Absent
Councilmember Jones	Absent
Councilmember Lukson	Present (Remote via Zoom)
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Pilcher, Finance Director Allen, Parks & Public Facilities Director Waite, Public Works Director D'Alessandro, and City Clerk Rogers.

Agenda Items

1. Future in Focus: "Three Big Plans - One Bold Future: Land Use, Transportation, and Green Space"

Deputy City Manager (DCM) Schiessl introduced the *Future in Focus* initiative, a coordinated planning effort that integrates and updates three (3) major planning efforts: the Transportation Systems Plan (TSP), the Comprehensive Land Use Plan (Comp Plan), and the Parks, Recreation, and Open Space Comprehensive Plan (PROS). He noted that this initiative was formerly known as the *Year of the Plan*, but the initiative has been rebranded with the tagline: "*Three Big Plans, One Bold Future.*"

DCM Schiessl stated the coordinated approach offers an opportunity to develop a cohesive public engagement strategy and build a shared vision for Richland's future. He stressed that while the City Council workshop meeting served as the official kickoff of the initiative's early engagement phase, this would not be the Council's only opportunity to interact with the consultants. DCM Schiessl briefly introduced the consultants chosen for each of the plans. He stated that Transpo Group, USA is under contract for the Transportation System Plan, Moore Iacofano Goltsman, Inc. (MIG) will lead the PROS Comprehensive Plan, and negotiations are underway with AHBL for the Comprehensive Land Use Plan.

During his overview, DCM Schiessl noted that representatives from Transpo Group, USA and MIG were attending via Zoom to present their scope of work, public engagement strategies, and an overview of policy-level observations for Council discussion.

Transportation Systems Plan

Public Works Director D'Alessandro provided a brief background on the TSP, noting that the current plan is approximately twenty (20) years old. He explained that the new plan will address vehicle, freight, bicycle, and pedestrian facility needs for the next twenty (20) years of growth in the city. The TSP will also guide future transportation project selection, account for development activity, identify funding solutions, and inform the transportation element of the City's Comprehensive Plan.

Public Works Director D'Alessandro turned the meeting over to Stephanie Herzstein, of Transpo Group, USA. Ms. Herzstein, Project Manager for the TSP, provided an overview of the project team and scope of work for the TSP update, which included objectives, key steps in the planning process, project priorities, schedule, and community engagement activities. She explained that AHBL will lead the community outreach efforts in collaboration with Transpo Group, USA.

Detailed information can be found in the PowerPoint presentation. Following the presentation, councilmembers offered comments and engaged in a question-and-answer session with staff and the consultant.

Comprehensive Land Use Plan

Planning Manager Stevens began his presentation with a background on growth management planning and then presented an overview of the City's 2026 Comprehensive Plan Periodic update process. The update, titled "Future in Focus," outlines a multi-phase planning effort to be led by AHBL and coordinated with the Benton-Franklin Council of Governments (BFCOG). Planning Manager Stevens reviewed the 13 (thirteen) key tasks included in the update process, which range from developing a work plan and public participation strategy to preparing amendments to the Comprehensive Plan and city development regulations.

He highlighted HB 1181, which mandates each jurisdiction to create and include a Climate Change Element in comprehensive plans to address natural hazards such as wildfire smoke, drought, and extreme heat. Richland is collaborating with neighboring jurisdictions and Cascadia Consulting on a regional climate study to determine which goals and policies should be included in the Comprehensive Plan Periodic Update.

Planning Manager Stevens also presented several key policies and regulatory issues requiring resolution. These include implementing HB 1110's missing middle housing mandate, which requires increased residential density near transit and allowances for affordable housing. He outlined planned updates to zoning and development regulations, including those related to the Business Research Park in north Richland, outdated

industrial zones in north Richland, and unit lot subdivisions. Planning Manager Stevens explained how unit lot subdivisions would allow for greater housing flexibility by permitting individual ownership of units within a single parent lot while maintaining compliance with overall zoning standards.

Detailed information can be found in the PowerPoint presentation. Following the presentation, councilmembers offered comments and engaged in a question-and-answer session with staff.

Parks, Recreation, and Open Space (PROS) Comprehensive Plan

Parks & Public Facilities Director Waite explained that the City updates its PROS Comprehensive Plan approximately every six (6) years, which is driven by planning needs and requirements for grant funding eligibility. While the PROS Plan must be updated every six (6) years, some of the recommendations will be designed for a twenty (20) year planning horizon. He emphasized that the PROS Plan serves two (2) main purposes: to guide public investment in parks based on community feedback and prioritization, and to demonstrate community-supported project planning when applying for grants.

Parks & Public Facilities Director Waite then introduced John Pheanis and Lauren Scott, representatives from MIG.

Project Manager John Pheanis and Deputy Project Manager Lauren Scott jointly presented MIG's scope of work relating to planning, designing, and engagement with the community during the long-range planning process. He further explained that the updated PROS Plan will build on the City's 2019 PROS Plan and will incorporate new community feedback through polling and outreach, as well as identify a long-term vision with a list of projects and potential funding sources. MIG's presentation also included an overview of the project's planning steps, process timeline, and the state's planning requirements.

Detailed information can be found in the PowerPoint presentation. Councilmembers offered comments and engaged in a question-and-answer session with Director Waite and DCM Schiessl. During the question-and-answer session, DCM Schiessl noted that Marketing & Communications Manager Alexander would coordinate with each consultant team on public outreach strategies to ensure a streamlined process.

2. Public Facilities Districts

DCM Schiessl presented an overview of the City's legal and contractual relationship with the Richland Public Facilities District (RPFDD) and the Tri-Cities Regional Public Facilities District (TCRPFDD).

He explained that the RPFDD was formed in 2002 through Ordinance No. 18-02, granting it broad corporate powers under state law while outlining specific limitations, including a requirement that the RPFDD cannot impose taxes beyond the state's share of sales tax without City approval. DCM Schiessl referenced the May 23, 2023 Council workshop for

background information on the legislative history and financial structure.

DCM Schiessl summarized the four (4) active agreements between the City and RPFDD:

- Columbia Park West Sublease: Allows the REACH Museum to operate on Army Corps of Engineers land leased by the City.
- Facility Contingency Fund Agreement: Requires the RPFDD to maintain a reserve fund managed by the City for construction, maintenance, and contingency needs.
- Contingent Loan Agreement: Obligates the City to loan funds to the RPFDD if RPFDD cannot make required loan payments.
- Interlocal Agreement for Financing: Commits City of Richland lodging tax funds in the amount of \$125,000 annually.

DCM Schiessl also highlighted the broad powers granted to PFDs under Washington law.

Continuing on, DCM Schiessl explained that the Tri-Cities Regional Public Facilities District (TCRPFDD) was formed under RCW 35.57.010(1)(e) to construct a regional center, and co-exists with the individual PFDs formed by Pasco, Kennewick and Richland. Both types of PFDs (city and regional) are subject to the same sales tax cap of 0.2%. The Pasco PFD has fully utilized its entire 0.2% capacity to fund the upcoming Pasco Aquatic Center. With the use of diagrams, DCM Schiessl presented examples of permitted and prohibited overlapping taxes for city PFDs and the regional PFD.

DCM presented discussion topics, noting that the TCRPFDD bylaws allow for three (3) Richland representatives, but currently only two (2) have been assigned. He also raised the broader question of whether the TCRPFDD should continue to exist if it no longer has the ability to impose additional taxes.

Detailed information can be found in the PowerPoint presentation. Councilmembers offered comments and engaged in a question-and-answer session with DCM Schiessl throughout the presentation.

Closing Comments

Following the presentations, Mayor Richardson introduced two letters she had been requested to sign on behalf of the City. The first letter, from the International Atomic Energy Agency (IAEA), was related to encouraging nuclear programs, and the second, from Benton County, was related to the Girls in Sports initiative. There was consensus among the councilmembers present to approve the signing of the IAEA letter; however, there was no consensus to approve the signing of the Girls in Sports letter.

City Manager Amundson shared that Chris Guerrero, Kennewick Chief of Police and Chair of the Benton County Law & Justice Council, encouraged Richland City Council to assign a councilmember to serve as Richland's legislative representative as authorized by state law. Mayor Richardson and Councilmember VanDyke both expressed interest in serving, depending on the meeting schedule and frequency.

Future Workshop Agenda Items

None.

Adjournment

Mayor Richardson adjourned the meeting at 8:00 p.m.

APPROVED:

Theresa Richardson, Mayor

DATE APPROVED:

DATE PUBLISHED:

ATTEST:

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2025-10, Establishing and Dedication a Portion of Dallas Road Right-of-Way

Department/Office
Public Works

Ordinance/Resolution Number:
2025-10

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2025-10, establishing and dedicating a portion of Dallas Road right-of-way.

Summary:

The City owns and manages a system of public street right-of-way for the benefit of its residents and visitors. New public street right-of-way is periodically dedicated to the City through land development activity or by ordinance.

Nor Am Investment, LLC, a Washington limited liability company and owner of property on the west side of Dallas Road, received development approval from the City of Richland to construct a traffic roundabout at the intersection of Dallas Road and Trowbridge Boulevard. The roundabout is required to meet current and future transportation demands in Badger Mountain South. To comply with city requirements, Nor Am Investment, LLC will construct the necessary street improvements and has agreed to dedicate a portion of its property to facilitate the flow of traffic at the intersection. Nor Am Investment, LLC has executed a right-of-way dedication deed that has been reviewed and approved by the City.

The City's best interests are served by accepting the dedication of right-of-way to facilitate improvements at the intersection of Dallas Road and Trowbridge Boulevard.

Staff recommends approval of Ordinance No. 2025-10 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2025-10

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 2025-10

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING AND DEDICATING THE RIGHT-OF-WAY FOR
A SEGMENT OF DALLAS ROAD.**

WHEREAS, the City owns and manages a system of public street right-of-way for the benefit of the City's residents and visitors; and

WHEREAS, the City may receive dedications of new public street right-of-way through land development activity or by ordinance; and

WHEREAS, Nor Am Investment, LLC, the owner of property on the west side of Dallas Road (hereafter the "Property Owner"), received development approval from the City of Richland to construct a traffic roundabout; and

WHEREAS, the Property Owner is constructing street improvements in accordance with City requirements and agreed to dedicate a portion of its land for the roundabout to facilitate the flow of traffic through the intersection of Dallas Road and Trowbridge Boulevard; and

WHEREAS, the Property Owner has executed a right-of-way dedication deed that has been reviewed and approved by the City; and

WHEREAS, the City's best interests are served by accepting the dedication of right-of-way for the modification of the intersection at Dallas Road and Trowbridge Boulevard.

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

Section 1. The public road right-of-way legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference, is hereby accepted by the City of Richland and dedicated as a public street right-of-way named Dallas Road.

Section 2. The City Manager is hereby authorized to sign, execute, and record with the Auditor of Benton County, Washington, a right-of-way dedication deed in substantially the form attached hereto as **Exhibit C** for a portion of Dallas Road.

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached Exhibits, duly certified by the Clerk as a true copy.

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

Section 5. 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 6. 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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 15, 2025
Second Reading: May 6, 2025
Date Published: May 11, 2025

Exhibit A
(Legal Description)

That portion of new Parcel i, Record Survey 5847, according to the survey thereof recorded in Volume 1 of surveys, Page 5847, Records of Benton County, Washington, situated in the Northwest Quarter of Section 32, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

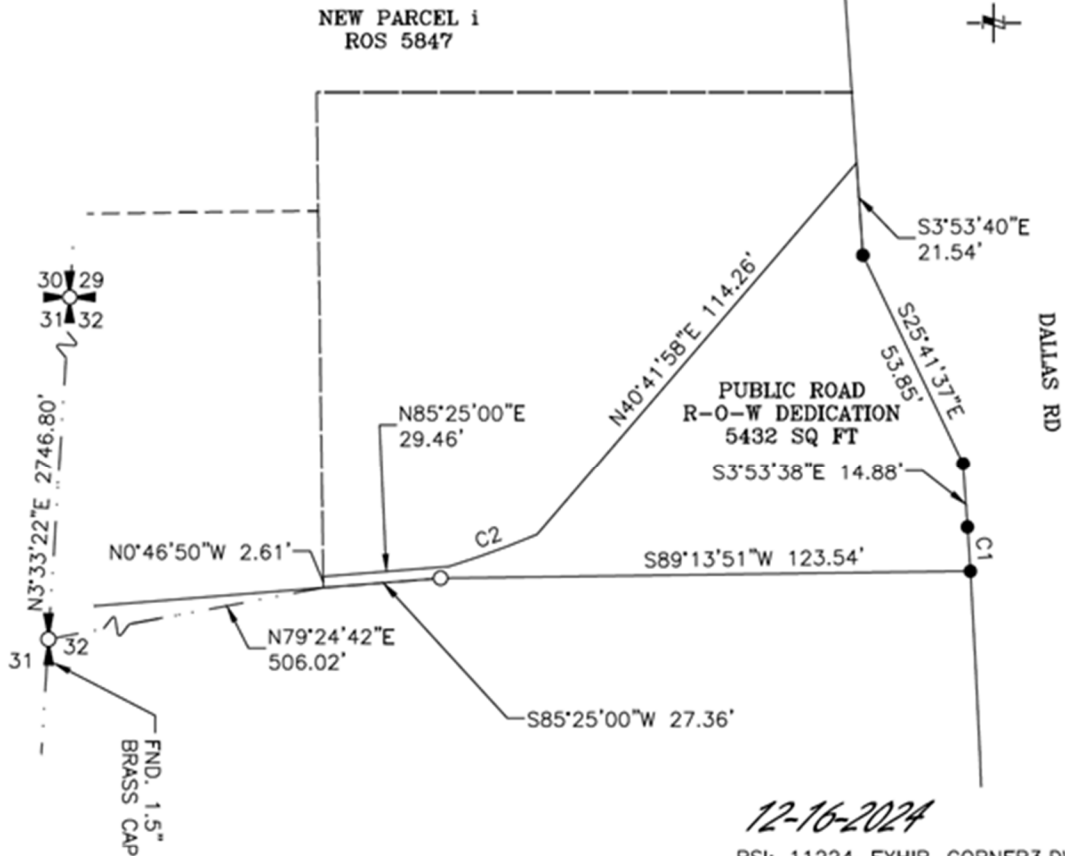
Commencing at the Northwest Corner of said Section 32; Thence South 3°33'22" West 2746.80 feet along the West Line of said Section 32 to the West Quarter Corner thereof; Thence North 79°24'42" East 506.02 feet to the Southerly Boundary of said new Parcel i and the Point of Beginning; Thence North 0°46'50" West 2.61 feet; Thence North 85°25'00" East 29.46 feet to the beginning of a non-tangent curve, concave to the Northwest, having a radius of 233.50 feet (the long chord of said curve bears North 70°05'31" East 21.77 feet); Thence northeasterly 21.78 feet along the arc of said curve through a central angle of 5°20'41"; Thence North 40°41'58" East 114.26 feet to the westerly right of way margin of Dallas Road; Thence South 3°53'40" East 21.54 feet along said westerly right of way margin; thence South 25°41'37" East 53.85 feet along said westerly right of way margin; Thence South 3°53'38" East 14.88 feet along said westerly right of way margin to the beginning of a curve, concave to the west, having a radius of 1955.00 feet; thence southerly 10.32 feet along the arc of said curve and along said westerly right of way margin through a central angle of 0°18'09" to the southeast corner of said new Parcel i; Thence South 89°13'51" West 123.54 feet along the South Line of said new Parcel i; Thence South 85°25'00" West 27.36 feet along the South Line of said new Parcel i to the Point of Beginning.

Contains 5432 square feet, more or less.

Exhibit B
(Depiction)

PUBLIC ROAD RIGHT OF WAY DEDICATION
LOCATED IN A PORTION OF SECTION 32,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	10.32	1955.00	0°18'09"	S3°44'34"E	10.32
C2	21.78	233.50	5°20'41"	N70°05'31"E	21.77



12-16-2024

RSI: 11224-EXHIB-CORNER3.DWG



Exhibit C

WHEN RECORDED RETURN TO:

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

Portion of Parcel No. 1-3298-300-0003-045

RIGHT-OF-WAY DEDICATION DEED

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NOR AM INVESTMENT, LLC**, a Washington limited liability company (“Grantor”), does hereby grant, convey and dedicate to the **CITY OF RICHLAND**, a Washington municipal corporation (“Grantee”), its successors and assigns, a public right-of-way in, upon, over, under, across and through the following property situated in the County of Benton, State of Washington, to be used for all lawful right-of-way purposes, surface and subsurface:

That portion of new Parcel i, Record Survey 5847, according to the survey thereof recorded in Volume 1 of surveys, Page 5847, Records of Benton County, Washington, situate in the Northwest Quarter of Section 32, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Commencing at the Northwest Corner of said Section 32; Thence South 3°33’22” West 2746.80 feet along the West Line of said Section 32 to the West Quarter Corner thereof; Thence North 79°24’42” East 506.02 feet to the Southerly Boundary of said new Parcel i and the **Point of Beginning**;

Thence North 0°46’50” West 2.61 feet; Thence North 85°25’00” East 29.46 feet to the beginning of a non-tangent curve, concave to the Northwest, having a radius of 233.50 feet (the long chord of said curve bears North 70°05’31” East 21.77 feet); Thence northeasterly 21.78 feet along the arc of said curve through a central angle of 5°20’41”;

Thence North 40°41’58” East 114.26 feet to the westerly right of way margin of Dallas Road; Thence South 3°53’40” East 21.54 feet along said westerly right of way margin; thence South 25°41’37” East 53.85 feet along said westerly right of way margin; Thence South 3°53’38” East 14.88 feet along said westerly right of way margin to the beginning of a curve, concave to the west, having a radius

of 1955.00 feet; thence southerly 10.32 feet along the arc of said curve and along said westerly right of way margin through a central angle of 0°18'09" to the southeast corner of said new Parcel i; Thence South 89°13'51" West 123.54 feet along the South Line of said new Parcel i; Thence South 85°25'00" West 27.36 feet along the South Line of said new Parcel i to the **Point of Beginning**.

Contains 5432 square feet, more or less.

See **Exhibit "A"** (the area dedicated)

Grantee shall have the right to regulate and use the area dedicated as and for right-of-way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of public ingress and egress through and along said area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, road rights-of-way, and any other appurtenances or related elements, including, but not limited to, pavement, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights-of-way that are located in the dedicated area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the dedication area.

Grantee's uses are unrestricted in location within the right-of-way and will not be limited in any way by the state of being, condition or location of the street. Grantee is also authorized to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee will restore disturbed property to equal or better condition.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the area dedicated. Grantor shall not authorize or otherwise permit any person or entity to interfere with Grantee's use of the dedicated area.

Grantor covenants that Grantor is lawfully seized and possessed of the real property described herein, and that Grantor has a good and lawful right to convey it or any part thereof and that Grantor will forever warrant and defend the same against all persons who may lawfully claim the same.

The undersigned requests that the Assessor and Treasurer of Benton County set over to the remainder the lien of all unpaid taxes, if any, affecting the property conveyed by this Right-of-Way Dedication Deed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Richland unless and until the Richland City Council has taken action by ordinance or resolution to accept this Right-of-Way Deed of Dedication and the below Certificate of Acceptance has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT-OF-WAY DEDICATION DEED

The interest in real property conveyed by this Right-of-Way Dedication Deed has been accepted by Ordinance No. _____ of the City Council of the City of Richland on the ____ day of _____, 2025, and the authorized officer of such governing body has consented to recordation of said Deed of Dedication with the Benton County Auditor.

Accepted by the City of Richland:

Jon Amundson, ICMA-CM, City Manager

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

GRANTOR – NOR AM INVESTMENT, LLC
a Washington limited liability company

By: _____
Geoffrey T. Clark, Chief Operating Officer

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Geoffrey T. Clark**, 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 on behalf of **Nor Am Investment, LLC**, 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.

Sign: _____
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

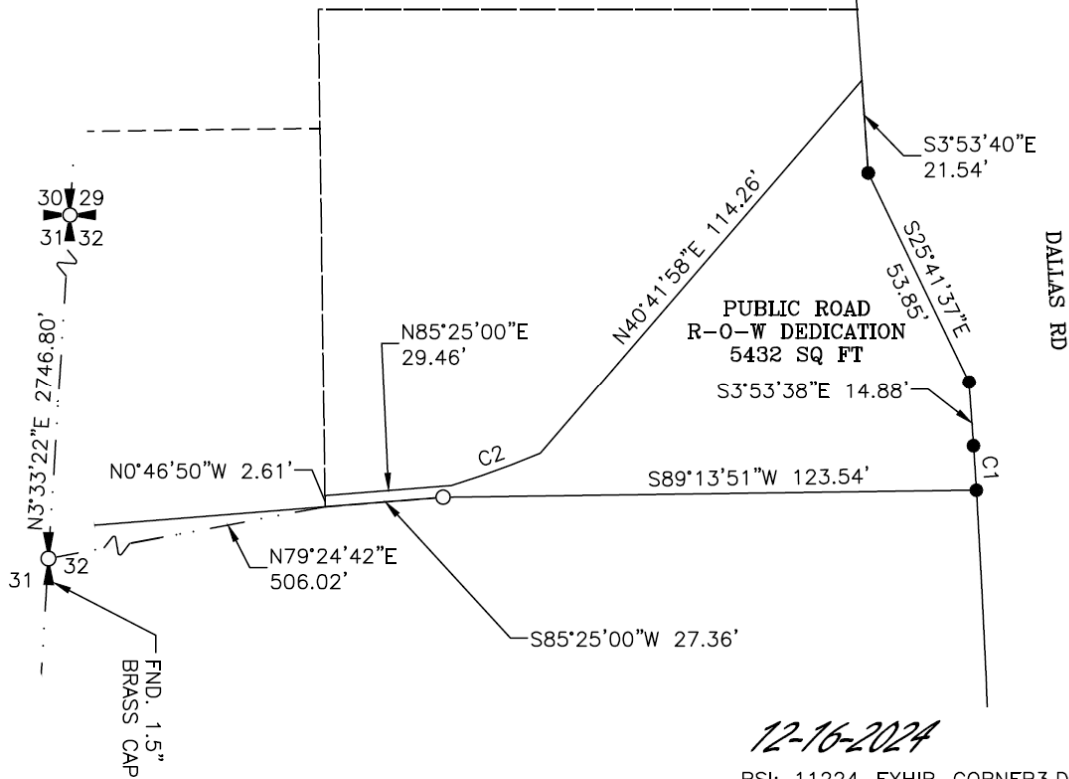
seal

Exhibit A to Right-of-Way Dedication Deed Depiction of Area Dedicated

PUBLIC ROAD RIGHT OF WAY DEDICATION
LOCATED IN A PORTION OF SECTION 32,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

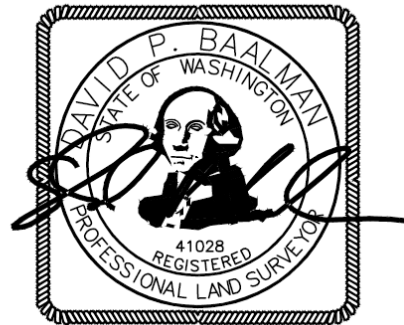
Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
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C2	21.78	233.50	5°20'41"	N70°05'31"E	21.77

NEW PARCEL i
ROS 5847



12-16-2024

RSI: 11224-EXHIB-CORNER3.DWG





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2025-11, Amending Richland Municipal Code Sections 11.30.020, 11.40.020, 11.40.030 and 11.04.040 related to Entering and Parking on Designated Streets

Department/Office
Public Works

Ordinance/Resolution Number:
2025-11

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2025-11, amending Richland Municipal Code Sections 11.30.020, 11.40.020, 11.40.030 and 11.04.040 related to Entering and Parking on Designated Streets.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to address emerging issues. Updates to the parking code are proposed to accommodate changes associated with street capital projects that restrict parking, and to provide greater clarity regarding parking prohibitions within the RMC.

RMC 11.30.020 outlines the determination of hazard zones where parking would pose risks to persons or property if obstructed by parked vehicles. The proposed amendments enhance clarity regarding the demarcation of hazard zones.

RMC 11.40.020 lists arterial and collector streets in Richland. The list was reformatted into a table for improved readability, and minor mistakes or omissions were corrected.

RMC 11.40.030 addresses on-street parking prohibitions on specific streets. Van Giesen Street, River Valley Drive, George Washington Way, Bermuda Road, Queensgate Drive, Kingsgate Way, Stevens Drive, Summit Street, Milan Drive, Charbonneau Drive and Satus Street were updated to reflect changes associated with fire access, bike lane installations, and capital project construction. Minor textual corrections were also made for Frankfort Street and Kimball Avenue.

RMC 11.40.040 regulates on-street parking time restrictions. Updates are proposed to establish a 15-Minute Loading Zone on Stevens Drive adjacent to Kadlec Medical Center at a location where parking was previously prohibited.

Staff recommends approval of Ordinance No. 2025-11 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2025-11

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTIONS 11.30.020, 11.40.020, 11.40.030 AND 11.40.040 RELATED TO ENTERING AND PARKING ON DESIGNATED STREETS.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to address emerging issues; and

WHEREAS, Richland Municipal Code sections 11.30.020, 11.40.020, 11.40.030 and 11.40.040, taken together, address entering and parking on designated city streets; and

WHEREAS, amendments to RMC 11.30.020 are necessary to clarify the demarcation of zones within which it would be hazardous to persons or property for vehicles to park; and

WHEREAS, amendments to RMC 11.40.020 will convert the list of arterial and collector streets into a table for clarity and correct minor mistakes or omissions; and

WHEREAS, amendments to RMC 11.40.030, which prohibits on-street parking on certain streets, are necessary based on fire access, installation of bike lanes, changes resulting from capital project construction, and/or addition of newly constructed streets; and

WHEREAS, amendments to RMC 11.40.040, which limits on-street parking during certain hours or creates parking time limits, will create a 15-Minute Loading Zone on Stevens Drive adjacent to Kadlec Regional Medical Center.

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

Section 1. Richland Municipal Code Section 11.30.020, as enacted by Ordinance No. 78-77, and last amended by Ordinance No. 10-14, is hereby amended as follows:

11.30.020 Hazard zones.

A. The traffic engineer shall determine those locations on the city streets which would be rendered hazardous to persons or property if obstructed by parked vehicles. These locations shall be marked in yellow paint by approval of the city engineer. ~~For the purpose of this chapter, the city engineer has determined that those portions of the city streets lying adjacent to curbs which have, previous to the effective date of the ordinance codified in this chapter, been recognized as hazard zones and painted yellow by the city of Richland, are located in portions of streets which would be hazardous to persons or property if obstructed by parked vehicles.~~

B. No person shall park a vehicle upon any portion of a city street which lies adjacent to a curb which is painted or otherwise coated yellow in color. For the purpose of this section, the painting or coating of a curb in a yellow color, unless posted to the contrary, shall serve as notice that the portion of the city street lying adjacent thereto is a hazard zone wherein parking is prohibited.

Section 2. Richland Municipal Code Section 11.40.020, as enacted by Ordinance No. 413, and last amended by Ordinance No. 31-19, is hereby amended as follows:

11.40.020 Schedule II – Arterial and collector streets.

When signs are erected giving notice thereof, operators of vehicles shall stop at the entrance to any intersection with any of the following arterial streets or portion thereof:

- ~~A. Aaron Drive from SR 240 to Abbot Street;~~
- ~~B. Ava Way from Dallas Road to Trowbridge Boulevard;~~
- ~~C. Battelle Boulevard from Stevens Drive to Kingsgate Way;~~
- ~~D. Baum Street from Sky Meadow Avenue to Meadow Hills Drive;~~
- ~~E. Bellerive Drive from Center Parkway to Canyon Street;~~
- ~~F. Broadmoor Street from Leslie Road to Bellerive Drive;~~
- ~~G. Canyon Street from Hazelwood Avenue to Steptoe Street;~~
- ~~H. Center Parkway from Leslie Road to east corporate limits;~~
- ~~I. Columbia Center Boulevard from Columbia Park Trail to south corporate limits;~~
- ~~J. Columbia Park Trail from east corporate limits to Queensgate Drive;~~
- ~~K. Comstock Street from George Washington Way to Goethals Drive;~~
- ~~L. Corvina Street from Meritage Avenue to Malbec Avenue;~~
- ~~M. Davison Avenue from McMurray Street to Hanford Street;~~
- ~~N. Duportail Street from Wellsian Way to Keene Road;~~
- ~~O. Englewood Drive from Riverwood Street to Keene Road;~~
- ~~P. Elementary Street from Keene Road to Mountain View Lane;~~
- ~~Q. Fowler Street from Columbia Park Trail to 1,000 feet west of east corporate limits;~~
- ~~R. Fuji Way from Westeliffe Boulevard to Shockley Road;~~
- ~~S. Gala Way from Westeliffe Boulevard to Queensgate Drive;~~
- ~~T. Gage Boulevard from Morency Drive to east corporate limits;~~
- ~~U. George Washington Way from Horn Rapids Road to State Route 240;~~
- ~~V. Goethals Drive from Aaron Drive to Lee Boulevard;~~
- ~~W. Hills West Way from Englewood Drive to Hazelwood Avenue;~~
- ~~X. Hillwood Street from Columbia Park Trail to Riverwood Street;~~
- ~~Y. Horn Rapids Road from George Washington Way to State Route 240;~~
- ~~Z. Jadwin Avenue from Stevens Drive to George Washington Way;~~
- ~~AA. Kapalua Avenue from Gage Boulevard to Keene Road;~~
- ~~BB. Keene Road from Gage Boulevard to northwesterly corporate limit;~~
- ~~CC. Kennedy Road from west corporate limits to Queensgate Drive;~~
- ~~DD. Kensington Way from Keene Road to Nottingham Drive;~~
- ~~EE. Kingsgate Way from SR 240 to Horn Rapids Road;~~
- ~~FF. Lee Boulevard from Jadwin Avenue to Wright Avenue;~~
- ~~GG. Leslie Road from Columbia Park Trail to south corporate limits;~~
- ~~HH. McMurray Street/Avenue from George Washington Way to Van Giesen Street;~~
- ~~H. Melissa Street from Sequoia Avenue to Gala Way;~~
- ~~JJ. Morency Drive from Gage Boulevard to Clermont Drive;~~
- ~~KK. Oahu Street from Brantingham Road to Kapalua Avenue;~~
- ~~LL. River Park Drive from Clubhouse Lane to River Valley Drive;~~
- ~~MM. River Valley Drive from Clubhouse Lane to River Park Drive;~~

~~NN. — Riverwood Street from Hillwood Street to Englewood Drive;~~
~~OO. — Rockwood Drive from Columbia Park Trail to Heritage Hills Drive;~~
~~PP. — Saint Street from George Washington Way to Stevens Drive;~~
~~QQ. — Sequoia Avenue from Gage Boulevard to Melissa Street;~~
~~RR. — Shockley Road from Queensgate Drive to Columbia Park Trail;~~
~~SS. — Sirron Avenue from north corporate limits to Tomich Avenue;~~
~~TT. — Sky Meadow Avenue from Gage Boulevard to Meadow Hills Drive;~~
~~UU. — Spengler Street from George Washington Way to Stevens Drive;~~
~~VV. — Interstate 182 from east corporate limits to west corporate limits;~~
~~WW. — State Route 240 from northwest corporate limits to east corporate limits;~~
~~XX. — Steptoe Street from Columbia Park Trail 185 feet south of Canyon Street, and from Gage Boulevard to 370 feet north of Center Parkway, and from 80 feet north of Center Parkway to south corporate limits;~~
~~YY. — Stevens Drive from Horn Rapids Road (north city limits) to Wellsian Way;~~
~~ZZ. — Swift Boulevard from George Washington Way to State Route 240;~~
~~AAA. — Tapteal Drive from Columbia Center Boulevard to Steptoe Street;~~
~~BBB. — Thayer Drive from Van Giesen Street to Lawless Drive;~~
~~CCC. — Tomich Avenue from Keene Road to Cobblestone Court;~~
~~DDD. — Trowbridge Boulevard from Dallas Road to Ava Way;~~
~~EEE. — Twin Bridges Road from State Route 240 to south corporate limits;~~
~~FFF. — University Way from George Washington Way to Stevens Drive;~~
~~GGG. — Van Giesen Street from George Washington Way to Yakima River Bridge;~~
~~HHH. — Village Parkway from State Route 240 to River Park Drive;~~
~~II. — Wellsian Way from Lee Boulevard to Aaron Drive;~~
~~JJJ. — Westcliffe Boulevard from Keene Road to Meadow Hills Drive;~~
~~KKK. — Williams Boulevard from George Washington Way to Wright Avenue; and~~
~~LLL. — Wright Avenue from Thayer Drive to Van Giesen Street.~~

<u>Street Name</u>	<u>Description of Limits</u>
<u>Aaron Drive</u>	<u>State Route 240 to Abbot Street</u>
<u>Ava Way</u>	<u>Dallas Road to Trowbridge Boulevard</u>
<u>Battelle Boulevard</u>	<u>Stevens Drive to Kingsgate Way</u>
<u>Baum Street</u>	<u>Sky Meadow Avenue to Meadow Hills Drive</u>
<u>Bellerive Drive</u>	<u>Center Parkway to Canyon Street</u>
<u>Bermuda Road</u>	<u>500 feet north of Legacy Lane to south corporate limits</u>
<u>Broadmoor Street</u>	<u>Leslie Road to Bellerive Drive</u>
<u>Canyon Street</u>	<u>Hazelwood Avenue to Steptoe Street</u>
<u>Center Parkway</u>	<u>Leslie Road to east corporate limits</u>
<u>Columbia Center Boulevard</u>	<u>Columbia Park Trail to south corporate limits</u>
<u>Columbia Park Trail</u>	<u>East corporate limits to Queensgate Drive</u>
<u>Comstock Street</u>	<u>George Washington Way to Goethals Drive</u>
<u>Corvina Street</u>	<u>Meritage Avenue to Malbec Avenue</u>
<u>Davison Avenue</u>	<u>McMurray Street to Hanford Street</u>
<u>Duportail Street</u>	<u>Wellsian Way to Keene Road</u>

<u>Englewood Drive</u>	<u>Riverwood Street to Keene Road</u>
<u>Elementary Street</u>	<u>Keene Road to Mountain View Lane</u>
<u>Fowler Street</u>	<u>Columbia Park Trail to 1,000 feet west of east corporate limits</u>
<u>Fuji Way</u>	<u>Westcliffe Boulevard to Shockley Road</u>
<u>Gala Way</u>	<u>Westcliffe Boulevard to Queensgate Drive</u>
<u>Gage Boulevard</u>	<u>Morency Drive to east corporate limits</u>
<u>George Washington Way</u>	<u>Horn Rapids Road to State Route 240</u>
<u>Goethals Drive</u>	<u>Aaron Drive to Lee Boulevard</u>
<u>Hills West Way</u>	<u>Englewood Drive to Hazelwood Avenue</u>
<u>Hillwood Street</u>	<u>Columbia Park Trail to Riverwood Street</u>
<u>Horn Rapids Road</u>	<u>George Washington Way to State Route 240</u>
<u>Jadwin Avenue</u>	<u>Stevens Drive to George Washington Way</u>
<u>Kapalua Avenue</u>	<u>Gage Boulevard to Keene Road</u>
<u>Keene Road</u>	<u>Gage Boulevard to northwesterly corporate limit</u>
<u>Kennedy Road</u>	<u>West corporate limits to Queensgate Drive</u>
<u>Kensington Way</u>	<u>Keene Road to Nottingham Drive</u>
<u>Kingsgate Way</u>	<u>Kennedy Road to Horn Rapids Road</u>
<u>Lee Boulevard</u>	<u>Jadwin Avenue to Wright Avenue</u>
<u>Leslie Road</u>	<u>Columbia Park Trail to south corporate limits</u>
<u>McMurray Street/Avenue</u>	<u>George Washington Way to Van Giesen Street</u>
<u>Melissa Street</u>	<u>Sequoia Avenue to Gala Way</u>
<u>Morency Drive</u>	<u>Gage Boulevard to Clermont Drive</u>
<u>Oahu Street</u>	<u>Brantingham Road to Kapalua Avenue</u>
<u>Queensgate Drive</u>	<u>West corporate limits to 500 feet north of Legacy Lane</u>
<u>River Park Drive</u>	<u>Clubhouse Lane to River Valley Drive</u>
<u>River Valley Drive</u>	<u>Clubhouse Lane to River Park Drive</u>
<u>Riverwood Street</u>	<u>Hillwood Street to Englewood Drive</u>
<u>Rockwood Drive</u>	<u>Columbia Park Trail to Heritage Hills Drive</u>
<u>Saint Street</u>	<u>George Washington Way to Stevens Drive</u>
<u>Sequoia Avenue</u>	<u>Gage Boulevard to Melissa Street</u>
<u>Shockley Road</u>	<u>Queensgate Drive to Columbia Park Trail</u>
<u>Sirron Avenue</u>	<u>North corporate limits to Tomich Avenue</u>
<u>Sky Meadow Avenue</u>	<u>Gage Boulevard to Meadow Hills Drive</u>
<u>Spengler Street</u>	<u>George Washington Way to Stevens Drive</u>
<u>Interstate 182</u>	<u>East corporate limits to west corporate limits</u>
<u>State Route 240</u>	<u>Northwest corporate limits to east corporate limits</u>
<u>Steptoe Street</u>	<u>West side of street from Columbia Park Trail to 185 feet south of Canyon Street and from Gage Boulevard to 80 feet north of Center Parkway. East side of street from Columbia Park Trail to 575 feet north of Canyon Street. Both sides of street from 80 feet north of Center Parkway to south corporate limits</u>
<u>Stevens Drive</u>	<u>Horn Rapids Road (north city limits) to Wellsian Way</u>

<u>Swift Boulevard</u>	<u>George Washington Way to State Route 240</u>
<u>Tapteal Drive</u>	<u>Columbia Center Boulevard to Steptoe Street</u>
<u>Thayer Drive</u>	<u>Van Giesen Street to Lawless Drive</u>
<u>Tomich Avenue</u>	<u>Keene Road to Cobblestone Court</u>
<u>Trowbridge Boulevard</u>	<u>Dallas Road to Ava Way</u>
<u>Twin Bridges Road</u>	<u>State Route 240 to south corporate limits</u>
<u>University Way</u>	<u>George Washington Way to Stevens Drive</u>
<u>Van Giesen Street</u>	<u>George Washington Way to Yakima River Bridge</u>
<u>Village Parkway</u>	<u>State Route 240 to River Park Drive</u>
<u>Wellsian Way</u>	<u>Lee Boulevard to Aaron Drive</u>
<u>Westcliffe Boulevard</u>	<u>Keene Road to Meadow Hills Drive</u>
<u>Williams Boulevard</u>	<u>George Washington Way to Wright Avenue and</u>
<u>Wright Avenue</u>	<u>Thayer Drive to Van Giesen Street</u>

Section 3. Richland Municipal Code Section 11.40.030, as enacted by Ordinance No. 413, and last amended by Ordinance No. 2023-11, is hereby amended as follows:

11.40.030 Schedule III – Parking prohibited at all times on certain streets.

A. ~~In accordance with RMC 11.30.020, and w~~When signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described places, streets or parts of streets:

- ~~1. Both sides of Aaron Drive from Abbot Street to SR-240 (west of Wellsian);~~
- ~~2. Both sides of Adams Street from Aaron Drive to George Washington Way;~~
- ~~3. Both sides of Allison Way;~~
- ~~4. Both sides of Amon Park Drive from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard;~~
- ~~5. Both sides of Amon Park Drive north of Newton Street;~~
- ~~6. East side of Amon Park Drive from Lee Boulevard to 385 feet south of Lee Boulevard;~~
- ~~7. West side of Amon Park Drive from Lee Boulevard to 760 feet south of Lee Boulevard;~~
- ~~8. South side of Banyon Street;~~
- ~~9. East side of Barth Avenue from Falley Street to Benham Street;~~
- ~~10. Both sides of Bella Coola Lane—Townbridge Boulevard to the end of the road;~~
- ~~11. Both sides of Bellerive Drive from Canyon Street to Broadmoor Street;~~
- ~~12. South side of Benham Street from George Washington Way to Goethals Drive;~~
- ~~13. East side of Bernard Avenue from Davenport Street to Comstock Street;~~
- ~~14. Both sides of Bradley Boulevard;~~
- ~~15. North side of Broadmoor Street from Gleneagles Court to Bellerive Drive;~~
- ~~16. East side of Casey Avenue from Comstock Street to Benham Street;~~
- ~~17. Both sides of Center Parkway from east city limits to Meadows Drive;~~
- ~~18. South and east side of Chelan Loop from Wishkah Drive to the end of road;~~
- ~~19. North side of Cherokee Street;~~
- ~~20. Columbia Center Boulevard from Columbia Park Trail to Fowler Street;~~
- ~~21. Both sides of Columbia Park Trail from Jericho Court to 2,060 feet east of Columbia Center Boulevard;~~

- ~~22. Both sides of Columbia Point Drive from George Washington Way to the southerly entrance of Columbia Point Marina Park;~~
- ~~23. Both sides of Comstock Street from George Washington Way to Bradley Boulevard;~~
- ~~24. South side of Comstock Street from George Washington Way to Goethals Drive;~~
- ~~25. East side of Craighill Avenue from Davenport Street to Comstock Street;~~
- ~~26. Both sides of Dallas Road from 1,000 feet south of Trowbridge Boulevard (south city limits) to 1,115 feet north of Ava Way (north city limits);~~
- ~~27. North side of Davenport Street from George Washington Way to Goethals Drive;~~
- ~~28. Both sides of Duportail Street from State Route 240 to Keene Road;~~
- ~~29. North side of Duportail Street from Wright Avenue to State Route 240;~~
- ~~30. South side of Duportail Street from Wright Street to 240 feet west of Wright Street;~~
- ~~31. North side of Duportail Street from Wright Street to 280 feet east of Wright Street;~~
- ~~32. Both sides of Duportail Street from 150 feet west of Thayer Drive to Wellsian Way;~~
- ~~33. East side of Elementary Street from Keene Road to 280 feet north of Keene Road;~~
- ~~34. West side of Elementary Street from Keene Road to 210 feet north of Keene Road;~~
- ~~35. North side of Endress Street from Jadwin Avenue to 100 feet west of Abert Street;~~
- ~~36. South side of Endress Street from Abert Street to 100 feet west of Abert Street;~~
- ~~37. Both sides of Englewood Drive from Keene Road to 880 feet northeast of Keene Road;~~
- ~~38. South side of Falley Street from George Washington Way to Jadwin Avenue;~~
- ~~39. West side of Farrell Lane from Torbett Street to Williams Boulevard;~~
- ~~40. North side of Fort Street;~~
- ~~41. North side of Fowler Street from Columbia Center Boulevard to Florida Avenue;~~
- ~~42. South 70 feet of Frankfort Street starting 150 feet west of Wright Avenue;~~
- ~~43. North side of Gage Boulevard from east of city limits to Morency Drive except from 770 feet to 995 feet west of Penny Royal Avenue, from 162 feet west of Kapalua Avenue to 100 feet east of Kapalua Avenue, and from 240 feet west of Nova Lane to 120 feet east of Nova Lane;~~
- ~~44. North side of Gage Boulevard from Sequoia Avenue to Morency Drive;~~
- ~~45. South side of Gage Boulevard from Steptoe Street to Morency Drive;~~
- ~~46. West side of Genoa Lane from Meadow Hills Drive to 280 feet south of Meadow Hills Drive;~~
- ~~47. Both sides of Gillespie Street from Goethals Drive to Stevens Drive;~~
- ~~48. East side of George Washington Way from Columbia Point Drive to Horn Rapids Road;~~
- ~~49. West side of George Washington Way from 110 feet south of Falley Street to Horn Rapids Road;~~
- ~~50. West side of George Washington Way from Adams Street to 230 feet north of Adams Street;~~
- ~~51. East side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard;~~
- ~~52. West side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard;~~
- ~~53. North side of Glen Briar Lane from Riverstone Drive to Tanglewood Drive;~~
- ~~54. Both sides of Goethals Drive from Gribble Avenue to Williams Boulevard;~~
- ~~55. Both sides of Goethals Drive from Swift Boulevard to 825 feet north of Swift Boulevard;~~
- ~~56. Both sides of Goethals Drive from Swift Boulevard to 300 feet south of Swift Boulevard;~~
- ~~57. Both sides of Goethals Drive from Lee Boulevard to Gillespie Street;~~
- ~~58. West side of Goethals Drive from Symons Street to 350 feet south of Symons Street;~~
- ~~59. West side of Goethals Drive from Van Giesen Street to Torbett Street;~~
- ~~60. North side of Greentree Court;~~

- ~~61. East side of Guyer Street from Williams Boulevard to 730 feet south of Williams Boulevard;~~
- ~~62. West side of Guyer Street from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard;~~
- ~~63. North and west sides of Hains Avenue from George Washington Way to a point 680 feet from George Washington Way;~~
- ~~64. East side of Hains Avenue from 120 feet south of Van Giesen Street to a point 680 feet from George Washington Way;~~
- ~~65. Both sides of Harris Avenue from Sprout Road to 150 feet south of Sprout Road;~~
- ~~66. East side of Harris Avenue from Snyder Road to Saint Street;~~
- ~~67. West side of Haupt Avenue from Thomas Street to George Washington Way;~~
- ~~68. South side of Ferrara Lane from Sicily Lane to the end of the curve 570 feet east of Sicily Lane;~~
- ~~69. East side of Hunt Avenue from North Gaillard Place to George Washington Way;~~
- ~~70. West side of Hunt Avenue from 275 feet southwest of Davison Street to 175 feet north of Gaillard Place;~~
- ~~71. East side of Jadwin Avenue from Aaron Drive to 150 feet north of Aaron Drive;~~
- ~~72. West side of Jadwin Avenue between Aaron Drive and Green Tree Court;~~
- ~~73. Both sides of Jadwin Avenue from George Washington Way to Stevens Drive with exceptions noted in RMC 11.40.040, Schedule IV;~~
- ~~74. Both sides of Jadwin Avenue from Aaron Drive to Carrier Road;~~
- ~~75. East side of Jason Loop, including along the loop interior lots and tracts;~~
- ~~76. East side of Kambeth Court from Hanstead Street to 250 feet north of Hanstead Street;~~
- ~~77. Both sides of Karlee Drive;~~
- ~~78. Both sides of Keene Road from Gage Boulevard to west city limits;~~
- ~~79. East side of Kimball Street from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue;~~
- ~~80. West side of Kimball Avenue from Van Giesen Street to Symons Street;~~
- ~~81. North side of Knight Street from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue;~~
- ~~82. South side of Knight Street from Stevens Drive to George Washington Way;~~
- ~~83. East side of Laurelbrook Court north of Glen Briar Lane;~~
- ~~84. Both sides of Lawless Drive;~~
- ~~85. Cul-de-sac at the east terminus of Lee Boulevard from March 1st through October 1st;~~
- ~~86. Both sides of Lee Boulevard from Jadwin Avenue to 200 feet east of George Washington Way;~~
- ~~87. Both sides of Lee Boulevard from Thayer Drive to 340 feet east of Thayer Drive;~~
- ~~88. North side of Lee Boulevard from Stevens Drive to 220 feet east of Stevens Drive;~~
- ~~89. South side of Lee Boulevard from Stevens Drive to 220 feet west of Stevens Drive;~~
- ~~90. South side of Lee Boulevard from Cullum Avenue to Jadwin Avenue;~~
- ~~91. South side of Lee Boulevard from Wellsian Way to 220 feet west of Wellsian Way;~~
- ~~92. South and west sides of Legacy Lane from Skyview Loop (north T-intersection) to Skyview Loop (middle four-way intersection), and east and north sides from 680 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to Moreney Drive;~~
- ~~93. Both sides of Leslie Road;~~
- ~~94. East side of Long Avenue from Stevens Drive to 185 feet south of Stevens Drive;~~
- ~~95. East side of Long Avenue from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive;~~

~~96. East side of Long Avenue from Swift Boulevard to 240 feet north of Stevens Drive;~~
~~97. East and south sides of Long Avenue from Swift Boulevard to 325 feet east of Thayer Drive;~~
~~98. West side of Lucca Lane from Venice Lane to Gala Way;~~
~~99. West side of Mahan Avenue from Van Giesen Street to Williams Boulevard;~~
~~100. East side of Maidstone Street from River Park Drive to 475 feet north of River Park Drive;~~
~~101. North side of Mansfield Street from Goethals Drive to 272 feet west of Goethals Drive;~~
~~102. North side of Mansfield Street from 180 feet west of Jadwin Avenue to 310 feet west of Jadwin Avenue;~~
~~103. Both sides of McMurray Street from Mahan Avenue to George Washington Way;~~
~~104. West side of McPherson Avenue from Torbett Street to Symons Street;~~
~~105. West side of Meriwether Avenue;~~
~~106. West side of Milan Lane from Meadow Hills Drive to end of road;~~
~~107. South side of Mint Loop between its eastern and western terminus with Rosemary Street;~~
~~108. Both sides of Morency Drive from south end of road to 2,100 feet south of Meadow Hills Drive;~~
~~109. Both sides of Mountain View Lane from Leslie Road to 120 feet west of Leslie Road;~~
~~110. Both sides of Morningside Parkway;~~
~~111. West side of Naples Lane from Venice Lane to Gala Way;~~
~~112. North side of Park Street from Harris Avenue easterly 300 feet;~~
~~113. Both sides of Piper Street from end of road to 40 feet north of end of road;~~
~~114. West side of Pisa Lane from Meadow Hills Drive to Gala Way;~~
~~115. Both sides of Queensgate Drive from Truman Avenue to south city limits;~~
~~116. Both sides of Reata Road from Leslie Road to west city limits;~~
~~117. North side of Roberdeau Street from Long Avenue to 150 feet west of Long Avenue;~~
~~118. North side of Rosemary Street from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue;~~
~~119. East side of Sacajawea Avenue from south end of road to Satus Street;~~
~~120. West side of Salerno Lane from Meadow Hills Drive to Gala Way;~~
~~121. West side of Satus Street from 100 feet east of Rimrock Avenue to Canyon Street;~~
~~122. West side of Sedgwick Place;~~
~~123. Both sides of Shockley Road from Keene Road to Queensgate Drive;~~
~~124. North side of Sibert Avenue from Hunt Avenue to Hains Avenue;~~
~~125. West side of Sicily Lane from Venice Lane to Gala Way;~~
~~126. South side of Skyline Drive from 80 feet west of the Skyline Drive private street intersection to 145 feet west of Rio Vista Loop;~~
~~127. South and west sides of Skyview Loop from Legacy Lane (north T-intersection) to Legacy Lane (middle four-way intersection) and east and north side from 900 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to the south T-intersection with Legacy Lane;~~
~~128. North side of Snyder Street from Harris Avenue to 280 feet east of Harris Avenue, and from 430 feet east of Harris Avenue to 550 feet east of Harris Avenue;~~
~~129. South side of Snyder Street from Harris Avenue to 550 feet east of Harris Avenue;~~
~~130. West side of Sorrento Lane from Venice Lane to Gala Way;~~
~~131. Both sides of Sprout Road from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue;~~
~~132. North side of Stanley Street from Goethals Drive to Jadwin Avenue;~~

~~133. Both sides of Steptoe Street from Columbia Park Trail to the south city limits;~~
~~134. Both sides of Stevens Drive from Van Giesen Street to 230 feet north of Van Giesen Street;~~
~~135. East side of Stevens Drive from Williams Boulevard to 175 feet south of Williams Boulevard;~~
~~136. East side of Stevens Drive from Van Giesen Street to 140 feet south of Van Giesen Street;~~
~~137. East side of Stevens Drive from Swift Boulevard to 175 feet south of Swift Boulevard;~~
~~138. East side of Stevens Drive from Swift Boulevard to 1,200 feet north of Swift Boulevard;~~
~~139. East side of Stevens Drive from Mansfield Street to 220 feet south of Mansfield Street;~~
~~140. East side of Stevens Drive from Knight Street to 175 feet south of Knight Street;~~
~~141. West side of Stevens Drive from Van Giesen Street to 210 feet south of Van Giesen Street;~~
~~142. West side of Stevens Drive from Swift Boulevard to 175 feet north of Swift Boulevard;~~
~~143. West side of Stevens Drive from Mansfield Street to 125 feet north of Mansfield Street;~~
~~144. West side of Stevens Drive from Lee Boulevard to 310 feet north of Lee Boulevard;~~
~~145. Both sides of Stevens Drive from Wellsian Way to Lee Boulevard;~~
~~146. North side of Stonecreek Drive;~~
~~147. Both sides of Sunshine Ridge Road;~~
~~148. Both sides of Swift Boulevard from State Route 240 to 100 feet east of State Route 240;~~
~~149. Both sides of Swift Boulevard from Birch Avenue to Sanford Avenue;~~
~~150. North side of Swift Boulevard from George Washington Way to 615 feet west of Stevens Drive except for the segment of 90 feet west of Goethals Drive to 290 feet east of Stevens Drive;~~
~~151. South side of Swift Boulevard from Jadwin Avenue to 195 feet east of Northgate Drive;~~
~~152. Both sides of Swift Boulevard from Stevens Drive to 580 feet west of Stevens Drive;~~
~~153. North side of Symons Street from Hunt Avenue to Hains Avenue;~~
~~154. South side of Symons Street from Sanford Avenue to Goethals Drive;~~
~~155. Both sides of Tanglewood Drive from 750 feet south of Glen Briar Lane to cul-de-sac 750 feet east of Duportail Street;~~
~~156. Both sides of Tapteal Drive from Columbia Center Boulevard to Steptoe Street;~~
~~157. Both sides of Tapteal Loop from Tapteal Drive to the south city limits;~~
~~158. East side of Terminal Drive from Aileron Drive to 350 feet south of Aileron Drive;~~
~~159. West side of Terminal Drive from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive;~~
~~160. East of Thayer Drive from Duportail Street to 160 feet south of Duportail Street;~~
~~161. Both sides of Thayer Drive from Duportail Street to 150 feet north of Duportail Street;~~
~~162. Both sides of Thayer Drive from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard;~~
~~163. East side of Thayer Drive from Lee Boulevard to 10 feet north of Longfitt Street;~~
~~164. Both sides of Thayer Drive from 220 feet south of Long Avenue to 100 feet north of Swift Boulevard;~~
~~165. West side of Thayer Drive from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street;~~
~~166. West side of Thayer Drive from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street;~~
~~167. South side of Thomas Street from Hunt Avenue to Hains Avenue;~~
~~168. South side of Torbett Street from Goethals Drive to Jadwin Avenue;~~
~~169. South side of Torbett Street from Thayer Drive to Stevens Drive;~~
~~170. Both sides of Trowbridge Boulevard from Dallas Road to end of road;~~
~~171. East side of Truman Avenue from Kennedy Road to Queensgate Drive;~~
~~172. Both sides of Valencia Drive from Sunshine Ridge Road to east city limits;~~

- ~~173. Both sides of Van Giesen Street from 310 feet east of Wright Avenue to 310 feet west of Wright Avenue;~~
- ~~174. South side of Van Giesen Street from Hunt Avenue to Hains Avenue, continuous with the west side of Hains Avenue from Van Giesen Street to 120 feet south of Van Giesen Street;~~
- ~~175. North side of Van Giesen Street from Jadwin Avenue to 200 feet east of Jadwin Avenue;~~
- ~~176. Both sides of Van Giesen Street from Jadwin Avenue to Johnston Avenue;~~
- ~~177. North side of Van Giesen Street from State Route 240 to 300 feet east of State Route 240;~~
- ~~178. South side of Van Giesen Street from George Washington Way to 200 feet west of George Washington Way;~~
- ~~179. South side of Van Giesen Street from Stevens Drive to 200 feet west of Stevens Drive;~~
- ~~180. South and west sides of Venice Lane from Meadow Hills Drive to end of road at Lucca Lane;~~
- ~~181. West side of Verona Lane from Meadow Hills Drive to Gala Way;~~
- ~~182. West side of Wellhouse Loop from 365 feet south of Duportail Street to 565 feet south of Duportail Street;~~
- ~~183. West side of Wellhouse Loop from 250 feet south of Wyman Street to 360 feet south of Wyman Street;~~
- ~~184. Both sides of Wellsian Way from Lee Boulevard to Aaron Drive;~~
- ~~185. Both sides of Westcliffe Boulevard from Keene Road to Meadow Hills Drive;~~
- ~~186. North side of Williams Boulevard from Stevens Drive to 170 feet east of Stevens Drive;~~
- ~~187. North side of Williams Boulevard from Farrell Lane to 170 feet east of Farrell Lane;~~
- ~~188. North side of Williams Boulevard from Goethals Drive to 170 feet east of Goethals Drive;~~
- ~~189. Both sides of Williams Boulevard from Jadwin Avenue to George Washington Way;~~
- ~~190. North side of Williams Boulevard from Kimball Avenue to 170 feet east of Kimball Avenue;~~
- ~~191. South side of Williams Boulevard from Goethals Drive to 170 feet west of Goethals Drive;~~
- ~~192. South side of Williams Boulevard from Jadwin Avenue to 170 feet west of Jadwin Avenue;~~
- ~~193. East side of Wright Avenue from Duportail Street to 120 feet south of Duportail Street;~~
- ~~194. West side of Wright Avenue from Duportail Street to 350 feet north of Duportail Street.~~

<u>Street Name</u>	<u>Description of Parking Prohibition</u>
<u>Aaron Drive</u>	<u>Both sides from Abbot Street to SR-240 (west of Wellsian)</u>
<u>Adams Street</u>	<u>Both sides from Aaron Drive to George Washington Way</u>
<u>Allison Way</u>	<u>Both sides of street</u>
<u>Amon Park Drive</u>	<u>Both sides from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard</u>
<u>Amon Park Drive</u>	<u>Both sides north of Newton Street</u>
<u>Amon Park Drive</u>	<u>East side from Lee Boulevard to 385 feet south of Lee Boulevard</u>
<u>Amon Park Drive</u>	<u>West side from Lee Boulevard to 760 feet south of Lee Boulevard</u>
<u>Banyon Street</u>	<u>South side of street</u>
<u>Barth Avenue</u>	<u>East side from Falley Street to Benham Street</u>
<u>Bella Coola Lane</u>	<u>Both sides from Trowbridge Boulevard to the end of the road</u>
<u>Bellerive Drive</u>	<u>Both sides from Canyon Street to Broadmoor Street</u>
<u>Benham Street</u>	<u>South side from George Washington Way to Goethals Drive</u>
<u>Bermuda Road</u>	<u>Both sides from 500 feet north of Legacy Lane to south city limits</u>
<u>Bernard Avenue</u>	<u>East side from Davenport Street to Comstock Street</u>

<u>Bradley Boulevard</u>	<u>Both sides of street</u>
<u>Broadmoor Street</u>	<u>North side from Gleneagles Court to Bellerive Drive</u>
<u>Casey Avenue</u>	<u>East side from Comstock Street to Benham Street</u>
<u>Center Parkway</u>	<u>Both sides from east city limits to Meadows Drive</u>
<u>Charbonneau Drive</u>	<u>South and west sides of street including circular stub streets</u>
<u>Chelan Loop</u>	<u>South and east sides from Wishkah Drive to the end of road</u>
<u>Cherokee Street</u>	<u>North side of street</u>
<u>Columbia Center Boulevard</u>	<u>Both sides from Columbia Park Trail to Fowler Street</u>
<u>Columbia Park Trail</u>	<u>Both sides from Jericho Court to 2,060 feet east of Columbia Center Boulevard</u>
<u>Columbia Point Drive</u>	<u>Both sides from George Washington Way to the southerly entrance of Columbia Point Marina Park</u>
<u>Comstock Street</u>	<u>Both sides from George Washington Way to Bradley Boulevard</u>
<u>Comstock Street</u>	<u>South side from George Washington Way to Goethals Drive</u>
<u>Craighill Avenue</u>	<u>East side from Davenport Street to Comstock Street</u>
<u>Dallas Road</u>	<u>Both sides from 1,000 feet south of Trowbridge Boulevard (south city limits) to 1,115 feet north of Ava Way (north city limits)</u>
<u>Davenport Street</u>	<u>North side from George Washington Way to Goethals Drive</u>
<u>Duportail Street</u>	<u>Both sides from State Route 240 to Keene Road</u>
<u>Duportail Street</u>	<u>North side from Wright Avenue to State Route 240</u>
<u>Duportail Street</u>	<u>South side from Wright Street to 240 feet west of Wright Street</u>
<u>Duportail Street</u>	<u>North side from Wright Street to 280 feet east of Wright Street</u>
<u>Duportail Street</u>	<u>Both sides from 150 feet west of Thayer Drive to Wellsian Way</u>
<u>Elementary Street</u>	<u>East side from Keene Road to 280 feet north of Keene Road</u>
<u>Elementary Street</u>	<u>West side from Keene Road to 210 feet north of Keene Road</u>
<u>Endress Street</u>	<u>North side from Jadwin Avenue to 100 feet west of Abert Street</u>
<u>Endress Street</u>	<u>South side from Abert Street to 100 feet west of Abert Street</u>
<u>Englewood Drive</u>	<u>Both sides from Keene Road to 880 feet northeast of Keene Road</u>
<u>Falley Street</u>	<u>South side from George Washington Way to Jadwin Avenue</u>
<u>Farrell Lane</u>	<u>West side from Torbett Street to Williams Boulevard</u>
<u>Fort Street</u>	<u>North side of street</u>
<u>Fowler Street</u>	<u>North side from Columbia Center Boulevard to Florida Avenue</u>
<u>Frankfort Street</u>	<u>South side from 150 feet west of Wright Avenue to 220 feet west of Wright Avenue</u>
<u>Gage Boulevard</u>	<u>North side from east of city limits to Morency Drive except from 770 feet to 995 feet west of Penny Royal Avenue, from 162 feet west of Kapalua Avenue to 100 feet east of Kapalua Avenue, and from 240 feet west of Nova Lane to 120 feet east of Nova Lane</u>
<u>Gage Boulevard</u>	<u>North side from Sequoia Avenue to Morency Drive</u>
<u>Gage Boulevard</u>	<u>South side from Steptoe Street to Morency Drive</u>

<u>Genoa Lane</u>	<u>West side from Meadow Hills Drive to 280 feet south of Meadow Hills Drive</u>
<u>Gillespie Street</u>	<u>Both sides from Goethals Drive to Stevens Drive</u>
<u>George Washington Way</u>	<u>East side from Columbia Point Drive to Horn Rapids Road</u>
<u>George Washington Way</u>	<u>West side from 110 feet south of Falley Street to Horn Rapids Road</u>
<u>George Washington Way</u>	<u>West side from Adams Street to 140 feet north of Benham Street</u>
<u>Gillmore Avenue</u>	<u>East side from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard</u>
<u>Gillmore Avenue</u>	<u>West side from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard</u>
<u>Glen Briar Lane</u>	<u>North side from Riverstone Drive to Tanglewood Drive</u>
<u>Goethals Drive</u>	<u>Both sides from Gribble Avenue to Williams Boulevard</u>
<u>Goethals Drive</u>	<u>Both sides from Swift Boulevard to 825 feet north of Swift Boulevard</u>
<u>Goethals Drive</u>	<u>Both sides from Swift Boulevard to 300 feet south of Swift Boulevard</u>
<u>Goethals Drive</u>	<u>Both sides from Lee Boulevard to Gillespie Street</u>
<u>Goethals Drive</u>	<u>West side from Symons Street to 350 feet south of Symons Street</u>
<u>Goethals Drive</u>	<u>West side from Van Giesen Street to Torbett Street</u>
<u>Greentree Court</u>	<u>North side of street</u>
<u>Guyer Street</u>	<u>East side from Williams Boulevard to 730 feet south of Williams Boulevard</u>
<u>Guyer Street</u>	<u>West side from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard</u>
<u>Hains Avenue</u>	<u>North and west sides from George Washington Way to a point 680 feet from George Washington Way</u>
<u>Hains Avenue</u>	<u>East side from 120 feet south of Van Giesen Street to a point 680 feet from George Washington Way</u>
<u>Harris Avenue</u>	<u>Both sides from Sprout Road to 150 feet south of Sprout Road</u>
<u>Harris Avenue</u>	<u>East side from Snyder Road to Saint Street</u>
<u>Haupt Avenue</u>	<u>West side from Thomas Street to George Washington Way</u>
<u>Ferrara Lane</u>	<u>South side from Sicily Lane to the end of the curve 570 feet east of Sicily Lane</u>
<u>Hunt Avenue</u>	<u>East side from North Gaillard Place to George Washington Way</u>
<u>Hunt Avenue</u>	<u>West side from 275 feet southwest of Davison Street to 175 feet north of Gaillard Place</u>
<u>Jadwin Avenue</u>	<u>East side from Aaron Drive to 150 feet north of Aaron Drive</u>
<u>Jadwin Avenue</u>	<u>West side between Aaron Drive and Green Tree Court</u>
<u>Jadwin Avenue</u>	<u>Both sides from George Washington Way to Stevens Drive with exceptions noted in RMC 11.40.040, Schedule IV</u>
<u>Jadwin Avenue</u>	<u>Both sides from Aaron Drive to Carrier Road</u>
<u>Jason Loop</u>	<u>East side, including along the loop interior lots and tracts</u>
<u>Kambeth Court</u>	<u>East side from Hanstead Street to 250 feet north of Hanstead Street</u>
<u>Karlee Drive</u>	<u>Both sides of street</u>
<u>Keene Road</u>	<u>Both sides from Gage Boulevard to west city limits</u>

<u>Kimball Avenue</u>	<u>East side from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue</u>
<u>Kimball Avenue</u>	<u>West side from Van Giesen Street to Symons Street</u>
<u>Kingsgate Way</u>	<u>Both sides from Kennedy Road to Horn Rapids Road</u>
<u>Knight Street</u>	<u>North side from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue</u>
<u>Knight Street</u>	<u>South side from Stevens Drive to George Washington Way</u>
<u>Laurelbrook Court</u>	<u>East side north of Glen Briar Lane</u>
<u>Lawless Drive</u>	<u>Both sides of street</u>
<u>Lee Boulevard</u>	<u>Cul-de-sac at the east terminus from March 1st through October 1st</u>
<u>Lee Boulevard</u>	<u>Both sides from Jadwin Avenue to 200 feet east of George Washington Way</u>
<u>Lee Boulevard</u>	<u>Both sides from Thayer Drive to 340 feet east of Thayer Drive</u>
<u>Lee Boulevard</u>	<u>North side from Stevens Drive to 220 feet east of Stevens Drive</u>
<u>Lee Boulevard</u>	<u>South side from Stevens Drive to 220 feet west of Stevens Drive</u>
<u>Lee Boulevard</u>	<u>South side from Cullum Avenue to Jadwin Avenue</u>
<u>Lee Boulevard</u>	<u>South side from Wellsian Way to 220 feet west of Wellsian Way</u>
<u>Legacy Lane</u>	<u>South and west sides of Legacy Lane from Skyview Loop (north T-intersection) to Skyview Loop (middle four-way intersection), and east and north sides from 680 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to Morency Drive</u>
<u>Leslie Road</u>	<u>Both sides of street</u>
<u>Long Avenue</u>	<u>East side from Stevens Drive to 185 feet south of Stevens Drive</u>
<u>Long Avenue</u>	<u>East side from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive</u>
<u>Long Avenue</u>	<u>East side from Swift Boulevard to 240 feet north of Stevens Drive</u>
<u>Long Avenue</u>	<u>East and south sides from Swift Boulevard to 325 feet east of Thayer Drive</u>
<u>Lucca Lane</u>	<u>West side from Venice Lane to Gala Way</u>
<u>Mahan Avenue</u>	<u>West side from Van Giesen Street to Williams Boulevard</u>
<u>Maidstone Street</u>	<u>East side from River Park Drive to 475 feet north of River Park Drive</u>
<u>Mansfield Street</u>	<u>North side from Goethals Drive to 272 feet west of Goethals Drive</u>
<u>Mansfield Street</u>	<u>North side from 180 feet west of Jadwin Avenue to 310 feet west of Jadwin Avenue</u>
<u>McMurray Street</u>	<u>North side from Mahan Avenue to 190 feet east of Pike Avenue and from 165 feet west of Everest Avenue to 160 feet east of George Washington Way</u>
<u>McMurray Street</u>	<u>South side from Mahan Avenue to 160 feet east of George Washington Way</u>
<u>McPherson Avenue</u>	<u>West side from Torbett Street to Symons Street</u>
<u>Meriwether Avenue</u>	<u>West side of street</u>
<u>Milan Lane</u>	<u>West side from Meadow Hills Drive to Queensgate Drive</u>
<u>Milan Lane</u>	<u>South and west sides from Summit Street to Queensgate Drive</u>
<u>Mint Loop</u>	<u>South side between its eastern and western terminus with Rosemary Street</u>

<u>Morency Drive</u>	<u>Both sides from south end of road to 2,100 feet south of Meadow Hills Drive</u>
<u>Mountain View Lane</u>	<u>Both sides from Leslie Road to 120 feet west of Leslie Road</u>
<u>Morningside Parkway</u>	<u>Both sides of street</u>
<u>Naples Lane</u>	<u>West side from Venice Lane to Gala Way</u>
<u>Park Street</u>	<u>North side from Harris Avenue easterly 300 feet</u>
<u>Piper Street</u>	<u>Both sides from end of road to 40 feet north of end of road</u>
<u>Pisa Lane</u>	<u>West side from Meadow Hills Drive to Gala Way</u>
<u>Queensgate Drive</u>	<u>Both sides from west city limits to 500 feet north of Legacy Lane</u>
<u>Reata Road</u>	<u>Both sides from Leslie Road to west city limits</u>
<u>River Valley Drive</u>	<u>Both Sides from Eagle Ridge Court to Clubhouse Lane</u>
<u>Roberdeau Street</u>	<u>North side from Long Avenue to 150 feet west of Long Avenue</u>
<u>Rosemary Street</u>	<u>North side from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue</u>
<u>Sacajawea Avenue</u>	<u>East side from south end of road to Satus Street</u>
<u>Salerno Lane</u>	<u>West side from Meadow Hills Drive to Gala Way</u>
<u>Satus Street</u>	<u>West side from 100 feet east of Rimrock Avenue to Canyon Street</u>
<u>Satus Street</u>	<u>Stubbed loops 200 feet and 480 feet north of Canyon Street respectively</u>
<u>Sedgewick Place</u>	<u>West side of street</u>
<u>Shockley Road</u>	<u>Both sides from Keene Road to Queensgate Drive</u>
<u>Sibert Avenue</u>	<u>North side from Hunt Avenue to Hains Avenue</u>
<u>Sicily Lane</u>	<u>West side from Venice Lane to Gala Way</u>
<u>Skyline Drive</u>	<u>South side from 80 feet west of the Skyline Drive private street intersection to 145 feet west of Rio Vista Loop</u>
<u>Skyview Loop</u>	<u>South and west sides from Legacy Lane (north T-intersection) to Legacy Lane (middle four-way intersection) and east and north side from 900 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to the south T-intersection with Legacy Lane</u>
<u>Snyder Street</u>	<u>North side from Harris Avenue to 280 feet east of Harris Avenue, and from 430 feet east of Harris Avenue to 550 feet east of Harris Avenue</u>
<u>Snyder Street</u>	<u>South side from Harris Avenue to 550 feet east of Harris Avenue</u>
<u>Sorrento Lane</u>	<u>West side from Venice Lane to Gala Way</u>
<u>Sprout Road</u>	<u>Both sides from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue</u>
<u>Stanley Street</u>	<u>North side from Goethals Drive to Jadwin Avenue</u>
<u>Steptoe Street</u>	<u>Both sides from Columbia Park Trail to the south city limits</u>
<u>Stevens Drive</u>	<u>Both sides from Van Giesen Street to 230 feet north of Van Giesen Street</u>
<u>Stevens Drive</u>	<u>East side from Williams Boulevard to 175 feet south of Williams Boulevard</u>
<u>Stevens Drive</u>	<u>East side from Van Giesen Street to 140 feet south of Van Giesen Street</u>
<u>Stevens Drive</u>	<u>East side from Swift Boulevard to 175 feet south of Swift Boulevard</u>
<u>Stevens Drive</u>	<u>East side from Swift Boulevard to 430 feet north of Swift Boulevard</u>
<u>Stevens Drive</u>	<u>East side from Mansfield Street to 220 feet south of Mansfield Street</u>

<u>Stevens Drive</u>	<u>East side from Knight Street to 175 feet south of Knight Street</u>
<u>Stevens Drive</u>	<u>West side from Van Giesen Street to 210 feet south of Van Giesen Street</u>
<u>Stevens Drive</u>	<u>West side from Swift Boulevard to 175 feet north of Swift Boulevard</u>
<u>Stevens Drive</u>	<u>West side from Mansfield Street to 125 feet north of Mansfield Street</u>
<u>Stevens Drive</u>	<u>West side from Lee Boulevard to 310 feet north of Lee Boulevard</u>
<u>Stevens Drive</u>	<u>Both sides from Wellsian Way to Lee Boulevard</u>
<u>Stonecreek Drive</u>	<u>North side of street</u>
<u>Summit Street</u>	<u>South and west sides from Queensgate Drive at Summit Street to Queensgate Drive south of Gala Way</u>
<u>Sunshine Ridge Road</u>	<u>Both sides of street</u>
<u>Swift Boulevard</u>	<u>Both sides from State Route 240 to 100 feet east of State Route 240</u>
<u>Swift Boulevard</u>	<u>Both sides from Birch Avenue to Sanford Avenue</u>
<u>Swift Boulevard</u>	<u>North side from George Washington Way to 615 feet west of Stevens Drive except for the segment of 90 feet west of Goethals Drive to 290 feet east of Stevens Drive</u>
<u>Swift Boulevard</u>	<u>South side from Jadwin Avenue to 195 feet east of Northgate Drive</u>
<u>Swift Boulevard</u>	<u>Both sides from Stevens Drive to 580 feet west of Stevens Drive</u>
<u>Symons Street</u>	<u>North side of Symons Street from Hunt Avenue to Hains Avenue</u>
<u>Symons Street</u>	<u>South side of Symons Street from Sanford Avenue to Goethals Drive</u>
<u>Tanglewood Drive</u>	<u>Both sides of Tanglewood Drive from 750 feet south of Glen Briar Lane to cul-de-sac 750 feet east of Duportail Street</u>
<u>Tapteal Loop</u>	<u>Both sides from Columbia Center Boulevard to Steptoe Street</u>
<u>Tapteal Drive</u>	<u>Both sides from Tapteal Drive to the south city limits</u>
<u>Terminal Drive</u>	<u>East side from Aileron Drive to 350 feet south of Aileron Drive</u>
<u>Terminal Drive</u>	<u>West side from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive</u>
<u>Thayer Drive</u>	<u>East side from Duportail Street to 160 feet south of Duportail Street</u>
<u>Thayer Drive</u>	<u>Both sides from Duportail Street to 150 feet north of Duportail Street</u>
<u>Thayer Drive</u>	<u>Both sides from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard</u>
<u>Thayer Drive</u>	<u>East side from Lee Boulevard to 10 feet north of Longfitt Street</u>
<u>Thayer Drive</u>	<u>Both sides from 220 feet south of Long Avenue to 100 feet north of Swift Boulevard</u>
<u>Thayer Drive</u>	<u>West side from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street</u>
<u>Thayer Drive</u>	<u>West side from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street</u>
<u>Thomas Street</u>	<u>South side from Hunt Avenue to Hains Avenue</u>
<u>Torbett Street</u>	<u>South side from Goethals Drive to Jadwin Avenue</u>
<u>Torbett Street</u>	<u>South side from Thayer Drive to Stevens Drive</u>
<u>Trowbridge Boulevard</u>	<u>Both sides from Dallas Road to end of road</u>
<u>Truman Avenue</u>	<u>East side from Kennedy Road to Queensgate Drive</u>
<u>Valencia Drive</u>	<u>Both sides from Sunshine Ridge Road to east city limits</u>

<u>Van Giesen Street</u>	<u>North side from State Route 240 to 150 feet east of George Washington Way</u>
<u>Van Giesen Street</u>	<u>South side from State Route 240 to 340 feet east of Thayer Drive and from 180 feet west of Thayer Drive to 150 feet east of George Washington Way</u>
<u>Van Giesen Street</u>	<u>South side from Hunt Avenue to Hains Avenue, continuous with the west side of Hains Avenue from Van Giesen Street to 120 feet south of Van Giesen Street</u>
<u>Venice Lane</u>	<u>South and west sides from Meadow Hills Drive to end of road at Lucca Lane</u>
<u>Verona Lane</u>	<u>West side from Meadow Hills Drive to Gala Way</u>
<u>Wellhouse Loop</u>	<u>West side from 365 feet south of Duportail Street to 565 feet south of Duportail Street</u>
<u>Wellhouse Loop</u>	<u>West side from 250 feet south of Wyman Street to 360 feet south of Wyman Street</u>
<u>Wellsian Way</u>	<u>Both sides from Lee Boulevard to Aaron Drive</u>
<u>Westcliffe Boulevard</u>	<u>Both sides from Keene Road to Meadow Hills Drive</u>
<u>Williams Boulevard</u>	<u>North side from Stevens Drive to 170 feet east of Stevens Drive</u>
<u>Williams Boulevard</u>	<u>North side from Farrell Lane to 170 feet east of Farrell Lane</u>
<u>Williams Boulevard</u>	<u>North side from Goethals Drive to 170 feet east of Goethals Drive</u>
<u>Williams Boulevard</u>	<u>Both sides from Jadwin Avenue to George Washington Way</u>
<u>Williams Boulevard</u>	<u>North side from Kimball Avenue to 170 feet east of Kimball Avenue</u>
<u>Williams Boulevard</u>	<u>South side from Goethals Drive to 170 feet west of Goethals Drive</u>
<u>Williams Boulevard</u>	<u>South side from Jadwin Avenue to 170 feet west of Jadwin Avenue</u>
<u>Wright Avenue</u>	<u>East side from Duportail Street to 120 feet south of Duportail Street</u>
<u>Wright Avenue</u>	<u>West side from Duportail Street to 350 feet north of Duportail Street</u>

Section 4. Richland Municipal Code Section 11.40.040, as enacted by Ordinance No. 413, and last amended by Ordinance No. 31-19, is hereby amended as follows:

11.40.040 Schedule IV– Parking restrictions – Prohibited during certain hours on certain streets – Time limits – Special zones.

In accordance with RMC 11.30.030, and when signs are erected giving notice thereof, no person shall park a vehicle between the hours, or in excess of the periods of time, or except for the purposes specified upon any of the places, streets or parts of streets as follows:

NAME OF STREET OR DISTRICT	—RESTRICTIONS
East side of Jadwin Avenue from 325 feet north of McMurray Street to 395 feet north of McMurray Street	—15 Minute Parking

NAME OF STREET OR DISTRICT	RESTRICTIONS
West side of Jadwin Avenue from 160 feet north of Knight Street to 60 feet north of Knight Street	15 Minute Parking
West side of Jadwin Avenue from 180 feet south of Mansfield Street to 265 feet south of Mansfield Street	No Parking Federal Police Vehicles Only
West side of Jadwin Avenue from 35 feet south of Knight Street to 85 feet south of Knight Street	No Parking 30 Minute Loading Zone
North side of Knight Street from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue	15 Minute Parking
North side of Long Avenue from 280 feet east of Thayer Drive to 540 feet east of Thayer Drive	No Parking 7:00 a.m. to 3:00 p.m. on school days
South side of Mansfield Street from Jadwin Avenue to 350 feet west of Jadwin Avenue	No Stopping, Standing, or Parking Federal Police Vehicles Only
West side of Richmond Boulevard from Williams Boulevard to 700 feet south of Williams Boulevard	No Parking 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.
West side of Sacramento Boulevard from Williams Boulevard to 400 feet north of Williams Boulevard	No Parking 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.
City parking lot at Wye Neighborhood Park north of Columbia Drive	Four Hour Parking from 5:00 a.m. to 11:00 p.m. No Parking from 11:00 p.m. to 5:00 a.m.

**NAME OF STREET
OR DISTRICT —RESTRICTIONS**

~~The four interior sidewalk cut-outs, each approximately 124 feet in length, located at the east and west ends of the two breezeway pedestrian areas of the Uptown Shopping Center and the interior sidewalk cut-out, approximately 143 feet in length, located to the west of 1300 Jadwin~~

~~West side of Stevens Drive from 225 feet south of Mansfield Street to 325 feet south of Mansfield Street~~

<u>Street Name</u>	<u>Description of Parking Prohibition Location</u>	<u>Time Limit</u>
<u>Jadwin Avenue</u>	<u>East side from 325 feet north of McMurray Street to 395 feet north of McMurray Street</u>	<u>15-Minute Parking</u>
<u>Jadwin Avenue</u>	<u>West side from 160 feet north of Knight Street to 60 feet north of Knight Street</u>	<u>15-Minute Parking</u>
<u>Jadwin Avenue</u>	<u>West side from 180 feet south of Mansfield Street to 265 feet south of Mansfield Street</u>	<u>No Parking – Federal Police Vehicles Only</u>
<u>Jadwin Avenue</u>	<u>West side from 35 feet south of Knight Street to 85 feet south of Knight Street</u>	<u>No Parking – 30-Minute Loading Zone</u>
<u>Knight Street</u>	<u>North side from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue</u>	<u>15-Minute Parking</u>
<u>Long Avenue</u>	<u>North side from 280 feet east of Thayer Drive to 540 feet east of Thayer Drive</u>	<u>No Parking 7:00 a.m. to 3:00 p.m. on school days</u>

<u>Mansfield Street</u>	<u>South side from Jadwin Avenue to 350 feet west of Jadwin Avenue</u>	<u>No Stopping, Standing, or Parking – Federal Police Vehicles Only</u>
<u>Richmond Boulevard</u>	<u>West side from Williams Boulevard to 700 feet south of Williams Boulevard</u>	<u>No Parking 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.</u>
<u>Sacramento Boulevard</u>	<u>West side from Williams Boulevard to 400 feet north of Williams Boulevard</u>	<u>No Parking 8:00 a.m. to 9:00 a.m. and 3:00 p.m. to 4:00 p.m.</u>
<u>Stevens Drive</u>	<u>West side from 225 feet south of Mansfield Street to 325 feet south of Mansfield Street</u>	<u>No Parking – Five-Minute Loading Zone</u>
<u>Stevens Drive</u>	<u>East side from 430 feet north of Swift Boulevard to 525 feet north of Swift Boulevard.</u>	<u>15-Minute Loading Zone</u>
<u>Uptown Shopping Center</u>	<u>The four interior sidewalk cut-outs, each approximately 124 feet in length, located at the east and west ends of the two breezeway pedestrian areas of the Uptown Shopping Center and the interior sidewalk cut-out, approximately 143 feet in length, located to the west of 1300 Jadwin</u>	<u>No Parking – 30-Minute Loading Zone</u>
<u>Wye Neighborhood Park</u>	<u>City parking lot at Wye Neighborhood Park north of Columbia Drive</u>	<u>Four-Hour Parking from 5:00 a.m. to 11:00 p.m. No Parking from 11:00 p.m. to 5:00 a.m.</u>

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 6. 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 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 15, 2025
Second Reading: May 6, 2025
Date Published: May 11, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2025-12, Authorizing Issuance of 2025 Limited Tax General Obligation Bonds

Department/Office
Finance

Ordinance/Resolution Number:
2025-12

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2025-12, authorizing issuance of Limited Tax General Obligation (LTGO) bonds in support of Phase II of the Horn Rapid Landfill expansion.

Summary:

The 2025-2030 Capital Improvement Plan (CIP) includes a project for Phase II of the Horn Rapid Landfill Expansion (the "Project"). This Project consists of excavation and lining a new landfill cell and constructing a leachate pond expansion. The Project will be partially bond-financed, with a total Limited Tax General Obligation (LTGO) bond issuance not to exceed \$8.5 million, with debt service to be paid by the Solid Waste Fund.

At current interest rates, there is also an opportunity to refund outstanding LTGO bonds. With the continued volatility in economic markets, the realized savings from refunding current bonds is changing daily. Therefore, staff has included all outstanding LTGO bonds as potential refunding candidates in this LTGO bond issuance. The decision to refund the eligible amounts of the outstanding bonds will depend on the market conditions at the time of sale.

As outlined in the proposed bond ordinance, the total anticipated bonds to be issued will not exceed \$8.5 million in new money. This figure accounts for financing costs and current interest rates. Depending on the market conditions at the time of bond sale, the actual bond issuance may be lower.

The proposed ordinance authorizes Council to appoint the Finance Director as the City's designated representative to finalize and approve the terms of the bond sale and issuance within the parameters approved by Council. This will allow the bonds to be priced to best align with market conditions. The terms are further detailed in Exhibits A and B of the ordinance.

Staff recommends approval of Ordinance No. 2025-12 for second reading and passage.

Fiscal Impact:

The actual amount of the bonds is anticipated to be no more than \$8,500,000 in new money plus the amount of any refunding of outstanding bonds. The annual principal and interest payments on the new funds in the proposed bonds will be funded from the Solid Waste Fund. This project and bond issuance were anticipated in the 2025 Budget.

Attachments:

- I. Ordinance No. 2025-12

CITY OF RICHLAND, WASHINGTON

ORDINANCE NO. 2025-12

AN ORDINANCE of the City of Richland, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of one or more series of limited tax general obligation bonds (1) in an amount not to exceed \$8,500,000 to provide funds to pay or reimburse all or a portion of the costs of design and construction of upgrades to the City's solid waste facilities and related improvements (the "New Money Portion"), (2) depending on market conditions, in an additional amount necessary to carry out the current refunding of to carry out a refunding of all or a portion of certain outstanding limited tax general obligation bonds of the City (the "Refunding Portion"), and (3) to pay the costs of issuance and sale of the bonds and the administrative costs of carrying out the refunding; 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 May 6, 2025

This document prepared by:

*Stradling Yocca Carlson & Rauth LLP
Seattle, Washington*

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ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, RELATING TO CONTRACTING INDEBTEDNESS; PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS (1) IN AN AMOUNT NOT TO EXCEED \$8,500,000 TO PROVIDE FUNDS TO PAY OR REIMBURSE ALL OR A PORTION OF THE COSTS OF DESIGN AND CONSTRUCTION OF UPGRADES TO THE CITY'S SOLID WASTE FACILITIES AND RELATED IMPROVEMENTS (THE "NEW MONEY PORTION"), (2) DEPENDING ON MARKET CONDITIONS, IN AN ADDITIONAL AMOUNT NECESSARY TO CARRY OUT THE CURRENT REFUNDING OF TO CARRY OUT A REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING LIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY (THE "REFUNDING PORTION"), AND (3) TO PAY THE COSTS OF ISSUANCE AND SALE OF THE BONDS AND THE ADMINISTRATIVE COSTS OF CARRYING OUT THE REFUNDING; 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:

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) *"2010 Bond Ordinance"* means Ordinance No. 13-10, passed on July 20, 2010, authorizing the issuance of the 2010 Bonds.

(b) *"2010 Bonds"* means the City's Limited Tax General Obligation Improvement and Refunding Bonds, 2010, issued pursuant to the 2010 Bond Ordinance (i) to pay the cost of constructing a new building for use by the City; (ii) to refund certain then-outstanding bonds of the City; and (iii) to pay the administrative costs of such refunding and the costs of issuance and sale of such bonds.

(c) *"2010 Redemption Date"* means such date or dates selected for the call, payment, and redemption of the 2010 Refunded Bonds, as set forth in the Refunding Plan.

(d) *"2010 Refunded Bonds"* means those 2010 Refunding Candidates that are selected by the Designated Representative to be refunded by proceeds of the Bonds, as set forth in the Bond Sale Terms.

(e) “2010 Refunding Candidates” means the currently outstanding 2010 Bonds, described as follows:

Maturity Date	Principal Amount	Interest Rate
12/1/2025	\$ 1,000,000	4.50%
12/1/2030 ⁽¹⁾	1,250,000	4.50
12/1/2039 ⁽¹⁾	2,415,000	4.30

(1) Term Bonds

(f) “2013 Bond Ordinance” means Ordinance No. 04-13, passed on February 19, 2013, authorizing the issuance of the 2013 Bonds.

(g) “2013 Bonds” means the City’s Limited Tax General Obligation Bonds, 2013A and Limited Tax General Obligation Bonds, 2013B (Taxable) issued pursuant to the 2013 Bond Ordinance to provide funds to pay: (i) certain costs related to the City’s fiber optics communications network and other capital improvements; (ii) certain costs relating to public improvements in the City’s Revitalization Area for Industry, Science and Education; and (iii) the costs of issuance and sale of such bonds.

(h) “2013A Redemption Date” means such date or dates selected for the call, payment, and redemption of the 2013A Refunded Bonds, as set forth in the Refunding Plan.

(i) “2013A Refunded Bonds” means those 2013A Refunding Candidates that are selected by the Designated Representative to be refunded by proceeds of the Bonds, as set forth in the Bond Sale Terms.

(j) “2013A Refunding Candidates” means the currently outstanding Limited Tax General Obligation Bonds, 2013A, described as follows:

Maturity Date	Principal Amount	Interest Rate
12/1/2028 ⁽¹⁾	\$ 2,330,000	3.25%
12/1/2033 ⁽¹⁾⁽²⁾	2,050,000	3.40
12/1/2033 ⁽¹⁾⁽²⁾	1,100,000	3.50
12/1/2037 ⁽¹⁾	2,935,000	3.50

(1) Term Bonds

(2) Bifurcated Maturities

(k) “2013B Redemption Date” means such date or dates selected for the call, payment, and redemption of the 2013B Refunded Bonds, as set forth in the Refunding Plan.

(l) “2013B Refunded Bonds” means those 2013B Refunding Candidates that are selected by the Designated Representative to be refunded by proceeds of the Bonds, as set forth in the Bond Sale Terms.

(m) “2013B Refunding Candidates” means the currently outstanding Limited Tax General Obligation Bonds, 2013B (Taxable), described as follows:

Maturity Date	Principal Amount	Interest Rate
12/1/2027 ⁽¹⁾	\$ 420,000	3.50%

(1) Term Bonds

(n) “*2014 Bond Ordinance*” means Ordinance No. 09-14, passed on April 1, 2014, authorizing the issuance of the 2014 Bonds.

(o) “*2014 Bonds*” means the City’s Limited Tax General Obligation Bonds, 2014, issued pursuant to the 2014 Bond Ordinance (i) to construct and equip a new fire station; and (ii) to pay the costs of issuance and sale of such bonds.

(p) “*2014 Redemption Date*” means such date or dates selected for the call, payment, and redemption of the 2014 Refunded Bonds, as set forth in the Refunding Plan.

(q) “*2014 Refunded Bonds*” means those 2014 Refunding Candidates that are selected by the Designated Representative to be refunded by proceeds of the Bonds, as set forth in the Bond Sale Terms.

(r) “*2014 Refunding Candidates*” means the currently outstanding 2014 Bonds as follows:

Maturity Date	Principal Amount	Interest Rate
12/1/2025	\$ 170,000	4.000%
12/1/2026	175,000	4.000
12/1/2029 ⁽¹⁾	560,000	3.250
12/1/2034 ⁽¹⁾	1,065,000	3.625

(1) Term Bonds

(s) “*Acquired Obligations*” means those United States Treasury Certificates of Indebtedness, Notes and Bonds – State and Local Government Series or other Government Obligations, as identified in the Refunding Trust Agreement, which are purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(t) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series.

(u) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.

(v) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.

(w) “*Bond Counsel*” means the firm of Stradling Yocca Carlson & Rauth LLP, 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.

(x) “*Bond Fund*” means the general obligation bond fund of the City previously created and maintained for the payment of the principal of and interest on the Bond and other outstanding limited tax general obligation bonds of the City.

(y) “*Bond Purchase Agreement*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, consistent with this ordinance. In the case of a competitive sale, the official notice of sale, the Purchaser’s bid and the award by the City shall constitute the Bond Purchase Agreement for purposes of this ordinance.

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

(aa) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(bb) “*Bond Sale Terms*” means the terms and conditions for the sale of the Bonds including the amount, date, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms, conditions or covenants.

(cc) “*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.

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

(ee) “*City Contribution*” means money of the City from sources other than proceeds of the Bonds that are legally available.

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

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

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

(ii) “*Designated Representative*” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

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

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

(ll) “*Government Obligations*” unless otherwise limited in the Bond Purchase Agreement for a particular Series of the Bonds, has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended, and which are otherwise lawful investment for the City at the time of such investment.

(mm) “*Issue Date*” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(nn) “*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.

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

(pp) “*New Money Portion*” means such portion of the Bonds (or a series thereof) allocated to carrying out the Project and paying a ratable share of the costs of issuance of the Bonds.

(qq) “*Official Statement*” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

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

(ss) “*Pricing Certificate*” means a certificate executed by the City’s Designated Representative as of the pricing date of a Series of the Bonds, confirming the Bond Sale Terms for the sale of that Series of the Bonds to the Purchaser thereof, in accordance with the parameters set forth in Exhibit A.

(tt) “*Project*” means the design and construction of upgrades to the City’s solid waste facilities and related improvements, and other capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. The Project includes acquisition, construction and installation of all necessary furniture, equipment, apparatus, accessories, fixtures and appurtenances. The term “land,” when used in connection with the Project, includes all real property and all appurtenant improvements, structures and interests therein.

(uu) “*Project Fund*” means the City’s Solid Waste Fund, which has been designated for the purpose of carrying out the Project.

(vv) “*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 private placement, underwriter or placement agent in a negotiated sale or awarded as the successful bidder in a competitive sale of any Series of the Bonds.

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

(xx) “*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 in accordance with Section 10.

(yy) “*Redemption Date*” means such date or dates as may be selected for the call, payment, and redemption of Refunded Bonds, as set forth in the Refunding Plan approved by the Designated Representative.

(zz) “*Refunded Bond Ordinances*” means collectively the 2010 Bond Ordinance, the 2013A Bond Ordinance, the 2013B Bond Ordinance and the 2014 Bond Ordinance.

(aaa) “*Refunded Bonds*” means those Refunding Candidates selected by the City’s Designated Representative to be refunded by proceeds of the Bonds.

(bbb) “*Refunding Candidates*” means, collectively, the 2010 Refunding Candidates, 2013A Refunding Candidates, 2013B Refunding Candidates, and 2014 Refunding Candidates.

(ccc) “*Refunding Plan*” means a plan for the refunding of the Refunded Bonds, substantially as follows with such further details to be set forth in one or more Refunding Trust Agreements approved by the Designated Representative:

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

(2) The application by the Refunding Trustee of the amounts so deposited to the purchase of the Acquired Obligations and the establishment of a beginning cash balance;

(3) On each respective Redemption Date, the application of the maturing principal of and interest on such Acquired Obligations, together with any other cash balance held by it on such Redemption Date, to the call, payment, and redemption of the applicable Refunded Bonds at a price equal to 100% of the principal amount to be redeemed plus accrued interest to that date; and

(4) At the direction of the City’s Designated Representative, the application of remaining funds deposited with the Refunding Trustee to the payment of all or a portion of the costs of issuance and the costs of carrying out the foregoing elements of the Refunding Plan.

(ddd) “*Refunding Portion*” means that portion of the Bonds (or a Series of the Bonds) allocated to carrying out the refunding of the Refunded Bonds and paying the administrative costs of carrying out the refunding and a ratable share of the costs of issuance of the Bonds.

(eee) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee providing for the carrying out of the Refunding Plan. The Refunding Candidates may be refunded pursuant to one or more Refunding Trust Agreements executed pursuant to this ordinance.

(fff) “*Refunding Trustee*” means a financial institution selected by the Designated Representative to serve as refunding trustee pursuant to a Refunding Trust Agreement, or any duly appointed successor to such institution.

(ggg) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

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

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

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

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

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

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

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

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

(ppp) “*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.

(qqq) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 16 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Findings with Respect to Authority and Description of the Project.* The City is in need of upgrades and improvements to its solid waste facilities (the “Project”). The total expected cost of the Project is estimated to be approximately \$9,000,000, which is expected to be paid from proceeds of the Bonds and other available money of the City. Because the City does not have sufficient funds currently available and budgeted for this Project, the City Council finds that it is in the best interests of the City to issue the Bonds to carry out the Project.

(b) *Plan of Financing the Project.* Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.36, 39.44, 39.46, and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project.

(c) *Debt Capacity.* The maximum amount of indebtedness represented by the New Money Portion authorized by this ordinance is not to exceed \$8,500,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

(1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes (i.e., for collection in the calendar year 2025) is \$12,224,902,089.

(2) As of March 1, 2025, the City has limited tax general obligation indebtedness (including the Refunding Candidates), consisting of bonds, notes, public works trust fund loans and City guarantees outstanding in the principal amount of \$31,035,000, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

(3) As of March 1, 2025, the City has unlimited tax general obligation indebtedness for capital purposes only outstanding in the principal amount of \$3,250,000 for general municipal purposes, and no other unlimited tax general obligation debt outstanding. The indebtedness described in this paragraph has been incurred with the approval of the requisite proportion of the City’s qualified voters at an election meeting the minimum turnout requirements, within the limit of up to 2½% of the value of the taxable property within the City for general municipal purposes (when combined with the outstanding limited tax general obligation indebtedness), 2½% for utility purposes and 2½% for open space, parks and economic development purposes.

(d) *Refunding Plan Authorized.* Pursuant to chapter 39.53 RCW and other applicable State law, the City is authorized to carry out the Refunding Plan, and after due consideration, it appears to the City Council that, in order to achieve an overall debt service savings, it is in the best interest of the City and its taxpayers to issue and sell general obligation bonds, as authorized in this ordinance, in order to refund the Refunded Bonds by carrying out the Refunding Plan, as defined above and as further detailed by the City’s Designated Representative. Further, to effect that refunding in the manner most advantageous to the City, the City Council finds it necessary and advisable to purchase certain Acquired Obligations, bearing interest and maturing at such time or

times as may be necessary to accomplish the refunding out of a portion of the proceeds of the Bonds and other money of the City.

(e) *Finding with Respect to the Issuance of the Bonds.* For the purpose of providing the funds (i) to pay or reimburse all or a portion of the costs of the Project; (ii) to carry out the Refunding Plan; and (iii) to pay the costs of issuance and sale of the Bonds and the administrative costs of the refunding, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds, pursuant to Bond Sale Terms approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in an amount not to exceed the maximum amount set forth in Exhibit A (i) to provide funds to pay or reimburse all or a portion of the costs of the Project; (ii) to carry out the Refunding Plan; and (iii) to pay the costs of issuance and sale of the Bonds and the administrative costs of the refunding. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited as set forth in Section 9 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Appointment of Designated Representative; Description of the Bond. 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 of each Series of 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 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. 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 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 System of Registration. 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.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond

held by each Registered Owner. 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 Series, interest rate 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.

(d) *Securities Depository; Book-Entry Only Form.* If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance. Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bond; 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 it 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, Limited Tax General Obligation Bonds, 2025.” 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 7. Payment of Bond. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository 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 registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Bond Debt Service Fund. The Bond Fund has been previously created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds and other limited tax general obligation bonds of the City. Bond proceeds (if any) in excess of the amounts needed to pay the costs of the Project and to pay the costs of issuance shall be deposited into the Bond Fund. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that Fund.

Section 9. Use of Bond Proceeds.

(a) *New Money Portion.* The Solid Waste Fund of the City has been designated by the City as the Project Fund to be used for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the New Money Portion of the Bonds and allocated to the Project shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that Fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

(b) *Refunding Portion.* On the Issue Date the proceeds of the Refunding Portion Bonds shall be deposited with the Refunding Trustee to carry out the Refunding Plan as directed by the City’s Designated Representative in accordance with a Refunding Trust Agreement.

(c) *Costs of Issuance.* The portion of the Bond proceeds allocable to payment of costs related to the sale, issuance, and delivery of the Bonds may be deposited, as directed by the Designated Representative, either with the Refunding Trustee for payment in accordance with the Refunding Trust Agreement, or in any other fund of the City (as determined by the Designated Representative) pending their expenditure by the City to pay such costs of issuance.

(d) *Remaining Proceeds (if any).* Any proceeds of the Bonds remaining after the City makes all deposits described in this section shall be deposited into the Bond Fund to pay interest on the next interest payment date.

Section 10. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner 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 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, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar 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 at the address appearing on the Bond

Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), 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.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional 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 prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *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.

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

Section 11. Security for the Bonds.

(a) *General Obligation Pledge.* The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

(b) *Pledge of Solid Waste Utility Revenues to the New Money Portion.* In addition, for as long as any of the New Money Portion of the Bonds remains outstanding, the City pledges the Net Revenue of the Solid Waste System to pay the principal of and interest on the Bonds. In accordance with RCW 35.92.080, such pledge of revenue constitutes a binding obligation to continue the collection of such revenue so long as any of the New Money Portion of the Bonds remains outstanding, and to the extent that revenues are insufficient, to provide for the levy of taxes sufficient to meet such sufficiency in accordance with subsection (a) of this section. The charge and lien upon the Net Revenue shall be subordinate to the charge and lien upon the Net Revenue that may be pledged in the future to pay and secure any Future Parity Lien Obligations. For purposes of this pledge, the following definitions shall apply:

(1) “*Future Parity Lien Obligations*” means any revenue bonds of the City that may be issued in the future, which have a lien upon the Net Revenue of the Solid Waste System to pay and secure the payment of the principal thereof and interest thereon that is prior and superior to all other liens and charges and on a parity with other such Parity Lien Obligations. Future Parity Lien Obligations may refer to parity obligations of the City’s combined water and sewer Utility System if the Solid Waste System is, by future ordinance, combined with the water and sewer Utility System pursuant to chapter 35.92 RCW or other applicable State law.

(2) “*Net Revenue of the Solid Waste System*” or “*Net Revenue*” means (i) all the earnings and revenue received by the Solid Waste System from any source whatsoever, except general ad valorem taxes, ULID Assessments, proceeds from the sale of City property, bond proceeds, and earnings on funds held for payment to the United States of America under Section 148 of the Code (the “Gross Revenue”), less (ii) all reasonable expenses incurred by the City in causing the Solid Waste System to be operated and maintained in good repair, working order and condition, but shall not include any depreciation or taxes or charges in lieu of taxes levied or imposed by the City (the “Operating and Maintenance Expense”).

(3) “*Solid Waste System*” means the solid waste collection and disposal system of the City as currently exists and as the same may be added to, improved and extended in the future.

Section 12. 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 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 13. 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 in the 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 solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose. 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.

Section 14. Refunding of the 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) *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 of the Refunding Plan. The Refunding Trust Agreement shall, among other things authorize and direct the Refunding Trustee to purchase the Acquired Obligations and to make the payments required to be made by the Refunding Plan. All Acquired 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 Bond may be paid out of the amounts deposited with the Refunding Trustee or other available money of the City, in accordance with the Refunding Trust Agreement.

(c) *Deposit of Proceeds of the Refunding Portion; Acquisition of Acquired Obligations.* On the Issue Date, the proceeds of the sale of the Refunding Portion of the Bonds, plus 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 amounts required to be paid by the Refunding Plan. The Acquired Obligations, if any, shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement. Any Bond proceeds or other money deposited with the Refunding Trustee not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Bond Fund to pay interest on the Bonds on the next upcoming interest payment date.

(d) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on such Redemption Dates at their redemption prices, plus accrued interest. Such calls for redemption shall identify the Refunding Candidates to be refunded, the maturity dates, the Redemption Dates and the redemption prices (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser thereof. 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 Ordinances and to take all other actions necessary to effect the redemption of the Refunded Bonds on their respective Redemption Dates.

(e) *Additional Findings with Respect to the Refunding.* Prior to approving the sale of the Bonds, the Designated Representative must determine to his or her satisfaction that the following conditions necessary to approving the sale of the Bonds have been met:

(1) The Redemption Dates must be the earliest practical dates on which the Refunded Bonds may be called for redemption.

(2) The savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds and the principal interest cost over the life of the Refunded Bonds, but for such refunding) shall be equal to at least the percentage savings identified in Exhibit A as the minimum savings target. In making such determination, the Designated Representative shall give consideration to the fixed maturity of the Bonds and of 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.

(3) The Refunding Plan to be effected by the issuance of the Refunding Portion of the Bonds will provide sufficient funds to discharge and satisfy the obligations of the City under the Refunded Bond Ordinances. In making such determination, the Designated Representative may rely upon a verification by a nationally recognized independent certified public accounting firm or, in the case of a current refunding only, a certification of the City's municipal advisor.

Section 15. Federal Tax Matters.

(a) *Tax-Exempt Bonds.* The Bond Sale Terms and other documents executed in conjunction with the sale of the Bonds (or a Series of the Bonds) may include such additional terms and covenants relating to federal tax matters as the Finance Director deems necessary or appropriate, including the following:

(1) *Preservation of Tax Exemption for Interest on Tax-Exempt Bonds.* The City covenants that if the Finance Director determines to sell the Bonds (or any series of the Bonds) as Tax-Exempt Bonds, the City will take all actions necessary to prevent interest on the Tax-Exempt Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds of the City treated as proceeds of the Tax-Exempt Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements.

(2) *Post-Issuance Compliance with Federal Tax-Exempt Bond Requirements.* 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 Tax-Exempt Bonds from being included in gross income for federal tax purposes.

(b) *Taxable Bonds.* Notwithstanding the foregoing, nothing herein prevents the Finance Director from determining that the Bonds (or a Series of the Bonds) are to be issued as Taxable Bonds.

Section 16. 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 the Bonds by negotiated sale, private placement, or by competitive sale in accordance with a notice of sale consistent with this ordinance, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series 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 Private Placement.* If the designated Representative determines that the Bonds are to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement for each Series of the Bonds shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute 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 the Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth parameters for the Bond Sale Terms and any other 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 open 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 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 17. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser acting as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12,

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 approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and 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 a Series of the Bonds.

(c) *Undertaking 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 a Series of the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of the Bonds in substantially the form attached as Exhibit B.

Section 18. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 19. 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 the Bonds to the Purchaser thereof 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 20. 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 concerning all other persons and all other circumstances, shall remain valid and enforceable.

Section 21. Effective Date of Ordinance. This ordinance shall take effect and be in force on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 15, 2025

Second Reading: May 6, 2025

Date Published: May 11, 2025

EXHIBIT A
DESCRIPTION OF THE BOND

- | | | |
|-----|---------------------------|--|
| (a) | Principal Amount. | The Bonds may be issued in one or more Series and shall not exceed (i) with respect to the New Money Portion, the maximum principal amount of \$8,500,000, and (ii) with respect to the Refunding Portion, an amount not to exceed the amount necessary and sufficient to carry out the Refunding Plan. |
| (b) | Date or Dates. | Each Bond shall be dated its Issue Date, 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 at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 7.00%, and the true interest cost to the City for each Series of the Bonds may not exceed 7.00%. |
| (e) | Payment Dates. | Interest shall be payable semiannually on dates acceptable to the Designated Representative. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity (or in mandatory redemption installments) on dates acceptable to the Designated Representative. |
| (f) | Final Maturity. | The Bonds allocated to the New Money Portion shall mature no later than December 1, 2045. The Bonds allocated to the Refunding Portion shall mature no later than one year after the final maturity of the Refunded Bonds. |
| (g) | Redemption Rights. | <p>The Designated Representative may approve in the Bond Sale Terms provisions for the optional and mandatory redemption of Bonds, subject to the following:</p> <p>(1) <u>Optional Redemption</u>. Any Bond may be designated as being (A) subject to redemption at the option of the City prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.</p> |

- (2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.
- (h) Price. The purchase price for each Series of the 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) New Money Portion. The New Money Portion of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date.
- (2) Refunding Portion. The Designated Representative must find, with respect to the Refunding Plan, that:
- (a) The Refunding Portion of the Bonds must produce a minimum Net Present Value (NPV) Savings to the City and its taxpayers of at least 2% (as a percentage of debt service on the Refunded Bonds). NPV Savings means the aggregate difference between (i) annual debt service on the Refunded Bonds, less (ii) annual debt service on the Refunding Portion of the Bonds (including expenses related to costs of issuance of the Refunding Portion of the Bonds) discounted to the Issue Date using the yield on the Bonds as the discount rate, plus (iii) excess cash, if any, distributed to the City on the Issue Date, and less (iv) the amount of additional money of the City contributed to the refunding, if any, on such Issue Date.
- (b) The Refunding Plan must provide sufficient funds to discharge and satisfy the obligations of the City under the Refunded Bond Ordinances. In making such sufficiency determination, the Designated Representative must obtain either a verification by a nationally recognized independent certified public accounting firm or a certification provided by the City's municipal advisor.
- (3) Credit Enhancement. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; 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

[Form of]

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

City of Richland, Washington Limited Tax General Obligation Bonds, 2025

The City of Richland, Washington (the “City”), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the “Bonds”), 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. Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 2025-xx 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 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”);

(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, or other material events affecting 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) incurrence of a financial obligation of the City, if material, 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 holders of the Bonds, if material; and (16) any default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a financial obligation of the City, any of which reflect financial difficulties.

For purposes of this Undertaking, the term “financial obligation” shall mean a debt obligation; derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or a guarantee of either a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation. The term “financial obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

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

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(i) 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, that if and when audited financial statements are prepared and available they will be provided; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed valuation for that fiscal year; (4) property tax levy amounts and rates for that fiscal year; and (5) for so long as the New Money Portion of the Bonds is outstanding, certain information regarding the Solid Waste System *[of the type provided in the Official Statement]*;

(ii) 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, 2024; and

(iii) 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 Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any 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. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking 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 Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City’s obligations under this Undertaking shall terminate upon the legal defeasance of all of the Bonds. In addition, the City’s obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as

confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, 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 Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking 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 undertaking 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 financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and
- (v) Effecting any necessary amendment of this Undertaking.

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. 2025-12 (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 May 6, 2025, 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: _____, 2025.

CITY OF RICHLAND, WASHINGTON

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 1 - High Performance Government

Strategic Priority 4 - Quality of Life

Subject:

Ordinance No. 2025-13, Amending Chapter 9.12 of the Richland Municipal Code related to Miscellaneous Crimes

Department/Office
City Attorney

Ordinance/Resolution Number:
2025-13

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2025-13, amending Chapter 9.12 of the Richland Municipal Code related to Miscellaneous Crimes to add possession of another's identification.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to promote the health, safety, and general welfare of the citizens of Richland.

Richland shares concurrent jurisdiction with Benton County for the prosecution of misdemeanor and gross misdemeanor offenses within city limits. The City is authorized to pursue criminal prosecution of misdemeanor and gross misdemeanor crimes occurring in the City of Richland only so long as it has adopted an ordinance prohibiting specific conduct and setting a penalty that involves criminal sanction. The City has already adopted ordinances that authorize prosecution for a number of offenses (see Title 9 RMC).

In early April, City Prosecutor Michael Rio asked that RCW 9A.56.330 be added to the Richland Municipal Code. Mr. Rio advised that the City Prosecutor's Office is seeing more of these kinds of cases, but does not currently have the ability to charge the crime because the City has not adopted this ordinance under the local code.

At this time, staff recommends adding RCW 9A.56.330 to the Richland Municipal Code to allow the City to exercise jurisdiction over the prosecution of the offense of possession of another's identification, a gross misdemeanor. This will allow the City to exercise greater control over prosecution and sentencing, as opposed to forwarding the case to the Benton County Prosecuting Attorney's Office for a charging decision.

Staff recommends approval of Ordinance No. 2025-13 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2025-13

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 9.12 OF THE RICHLAND MUNICIPAL CODE RELATED TO MISCELLANEOUS CRIMES TO ADD RMC 9.12.130: POSSESSION OF ANOTHER'S IDENTIFICATION.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety, and general welfare of the citizens of Richland; and

WHEREAS, the City of Richland shares concurrent jurisdiction with Benton County for the prosecution of misdemeanor and gross misdemeanor offenses within city limits; and

WHEREAS, the City is authorized to pursue criminal prosecution of misdemeanor and gross misdemeanor crimes occurring in the City of Richland only so long as the City has adopted an ordinance prohibiting specified conduct and setting a penalty that involves criminal sanction; and

WHEREAS, the City of Richland has determined to adopt ordinances to prohibit conduct that is currently unlawful under state law so that it may exercise jurisdiction over the prosecution of said offenses, as opposed to referring the cases to the Benton County Prosecuting Attorney's Office for charging decisions.

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

Section 1. Chapter 9.12 of the Richland Municipal Code, entitled Miscellaneous Crimes, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 2022-18, is hereby amended to read as follows:

CHAPTER 9.12 MISCELLANEOUS CRIMES

Sections:

9.12.010 Conspiracy.

9.12.020 Riot.

9.12.030 Failure to disperse.

9.12.040 Unlawful discharge of a laser in the second degree.

9.12.050 *Repealed.*

9.12.055 Illegal dumping.

9.12.060 Abandoned refrigerators.

9.12.070 Cold storage lockers.

9.12.080 Hunting.

9.12.090 Tormenting or harassing birds and animals.

9.12.100 *Repealed.*

9.12.110 Computer trespass second degree.

9.12.120 *Repealed.*

9.12.130 Possession of another's identification.

9.12.010 Conspiracy.

It is unlawful for any person, with intent that conduct constituting a crime be performed, to agree with one or more persons to engage in or cause the performance of such conduct. Every person who is convicted of a violation of the provisions of this section shall be guilty of conspiracy. When an object of the conspiratorial agreement is a Class C felony, as defined by the laws of the state of Washington, Chapter 9A.28 RCW, conspiracy is a gross misdemeanor. When an object of the conspiratorial agreement is another misdemeanor or gross misdemeanor, conspiracy is a misdemeanor.

9.12.020 Riot.

It is unlawful for any person, acting with three or more persons, to knowingly and unlawfully use or threaten to use force, or in any way participate in the use of such force against any other person or against property. Every person who is convicted of a violation of the provisions of this section shall be guilty of riot, a gross misdemeanor, unless the actor is armed with a deadly weapon, which is a Class C felony under Chapter 9A.84 RCW.

9.12.030 Failure to disperse.

It is unlawful for any person to congregate with a group of three or more other persons at such times as there are acts of conduct within the group which create a substantial risk of causing injury to any person, or substantial harm to property, and to refuse or fail to disperse when ordered to do so by a peace officer engaged in enforcing or executing the law. Every person who is convicted of a violation of the provisions of this section shall be guilty of failure to disperse, a misdemeanor.

9.12.040 Unlawful discharge of a laser in the second degree.

RCW 9A.49.030 is hereby adopted by reference as currently enacted or as hereafter amended or recodified from time to time and shall be given the same force and effect as if set forth herein in full.

9.12.050 Impersonating public officer.

Repealed by Ord. 20-11.

9.12.055 Illegal dumping.

It is unlawful for any person to bury, burn, dump, collect, remove, or in any other manner dispose of or deposit refuse upon any street, alley, public place, or private property within the city other than as provided in RMC Title 15; except that this section shall not be taken to prohibit maintenance of any compost heap upon private property in a manner not constituting a nuisance. Every person who is convicted of a violation of the provisions of this section shall be guilty of illegal dumping, a misdemeanor.

9.12.060 Abandoned refrigerators.

It is unlawful for any person to place, maintain, leave or possess, or to knowingly permit to be placed, maintained, left or possessed, in any place accessible to children, any abandoned, unused or discarded icebox, refrigerator or other like container or receptacle, unless all doors thereon may be readily opened by children from the inside thereof and all locks and locking devices have been removed therefrom. Every person convicted of a violation of the provisions of this section shall be guilty of a misdemeanor.

9.12.070 Cold storage lockers.

A. It is unlawful for any person, either as owner or operator, or as agent for the owner or operator, to maintain or operate any cold storage locker or cold storage room unless the same is equipped with the following:

1. An emergency bell clearly audible to persons on the outside of the cold storage enclosure and operable from the inside of the locker or room. The operating mechanism on the inside of the locker or room shall be clearly posted with the words “emergency bell”;

2. Two or more separate electric lights of at least 10 watts each, located on the inside of the locker or room immediately adjacent to the operating mechanism of the emergency bell required in subsection (A)(1) of this section.

B. Every person convicted of a violation of the provisions of this section shall be guilty of a misdemeanor.

9.12.080 Hunting.

It is unlawful for any person to hunt any bird or animal within the city limits of the city of Richland, except in areas of the city that may be designated by resolution of the city council, and during such times as may be so designated. Every person convicted of a violation of the provisions of this section shall be guilty of a misdemeanor.

9.12.090 Tormenting or harassing birds and animals.

It is unlawful for any person to willfully torment or harass any game bird, game animal, or any species of bird or animal protected under the rules or regulations promulgated by the Washington State Game Commission; provided, however, that nothing contained in this section shall apply to birds or animals which are lawfully hunted in areas of the city designated by resolution of the city council during such times as may be so designated. Every person convicted of a violation of this section shall be guilty of a misdemeanor.

9.12.100 Violation of court orders.

Repealed by Ord. 20-11.

9.12.110 Computer trespass second degree.

A. A person is guilty of computer trespass in the second degree if the person, without authorization, intentionally gains access to a computer system or electronic database of another under circumstances not constituting the offense in the first degree.

B. Computer trespass in the second degree is a gross misdemeanor.

9.12.120 RCW section adopted – Unlawful possession of a legend drug.

Repealed by Ord. 2023-01.

9.12.130 Possession of another’s identification.

A. A person is guilty of possession of another's identification if the person knowingly possesses personal identification bearing another person's identity, when the person possessing the personal

identification does not have the other person's permission to possess it, and when the possession does not amount to a violation of RCW 9.35.020.

B. This section does not apply to:

1. A person who obtains, by means other than theft, another person's personal identification for the sole purpose of misrepresenting his or her age;

2. A person engaged in a lawful business who obtains another person's personal identification in the ordinary course of business;

3. A person who finds another person's lost personal identification, does not intend to deprive the other person of the personal identification or to use it to commit a crime, and takes reasonably prompt steps to return it to its owner; and

4. A law enforcement agency that produces or displays counterfeit credit or debit cards, checks or other payment instruments, or personal identification for investigative or educational purposes.

C. In a proceeding under this section that is related to an identity theft under RCW 9.35.020, the crime will be considered to have been committed in any locality where the person whose means of identification or financial information was appropriated resides, or in which any part of the offense took place, regardless of whether the defendant was ever actually in that locality.

D. A violation of this section is a gross misdemeanor.

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

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

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

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 15, 2025
Second Reading: May 6, 2025
Date Published: May 11, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2025-14, Repealing Chapter 5.15 of the Richland Municipal Code related to Teenage Dance Halls and Rollerskating Rinks

Department/Office
City Attorney

Ordinance/Resolution Number:
2025-14

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2025-14, repealing Chapter 5.15 of the Richland Municipal Code related to Teenage Dance Halls and Rollerskating Rinks.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate obsolete regulations. Chapter 5.15 RMC, adopted in 1967, regulates teenage dance halls and rollerskating rinks. Specifically, Chapter 5.15 RMC regulates hours of operation, smoking, provision of alcohol, and property conditions, all of which have been supplanted by other laws since the adoption of Ordinance No. 423 in 1967.

Chapter 5.15 RMC has never been substantively updated. The code references “smoking rooms” and requires the presence of a chaperone (i.e., a “matron” or “floor lady”) at all times during events. These elements do not exist or are not required in the present day. Repeal of Chapter 5.15 RMC is warranted because the chapter is now obsolete.

Staff recommends approval of Ordinance No. 2025-14 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2025-14

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, REPEALING CHAPTER 5.15 OF THE RICHLAND MUNICIPAL CODE RELATED TO TEENAGE DANCE HALLS AND ROLLERSKATING RINKS.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate obsolete regulations; and

WHEREAS, Chapter 5.15 RMC, adopted in 1967, regulates teenage dance halls and rollerskating rinks; and

WHEREAS, Chapter 5.15 RMC regulates hours of operation, smoking, provision of alcohol, and property conditions, all of which have been supplanted by other laws since the adoption of Chapter 5.15 RMC in 1967; and

WHEREAS, Chapter 5.15 RMC, which has never been substantively updated, includes antiquated language and makes reference to “smoking rooms” and chaperones such as a “matron” or “floor lady,” none of which exist or are required in the present day; and

WHEREAS, repeal of Chapter 5.15 RMC is warranted because the chapter is now obsolete.

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

Section 1. Chapter 5.15 of the Richland Municipal Code, entitled Teenage Dance Halls and Rollerskating Rinks, as first enacted by Ordinance No. 423, and last amended by Ordinance No. 28-10, is hereby repealed.

Chapter 5.15

~~TEENAGE DANCE HALLS AND ROLLERSKATING RINKS~~ RESERVED

Sections:

~~5.15.010 Definitions.~~

~~5.15.020 Closing times.~~

~~5.15.030 Condition of premises—Lighting.~~

~~5.15.040 Miscellaneous regulations.~~

~~5.15.050 Violations—Penalties.~~

~~5.15.010 Definitions.~~

~~“Dance hall,” as used in this chapter, means any building, room, hall, or any other place which is kept or used for public dancing, or in which for compensation paid directly or indirectly to the owner, proprietor, manager or operator thereof, individuals are permitted to engage in dancing and where individuals under the age of 21 years are regularly admitted.~~

~~“Skating rink,” as used in this chapter, means any building, room, auditorium, hall or other place which is maintained and used for public rollerskating, in which for compensation paid directly or indirectly to the owner, proprietor, manager or operator thereof, individuals are permitted to engage in rollerskating and where individuals under the age of 21 years are regularly admitted.~~

~~5.15.020 Closing times.~~

~~All dance halls shall be closed by 12:30 a.m. and shall remain closed until noon and all skating rinks shall be closed by midnight and shall remain closed until 9:00 a.m.; provided, that upon application and for good cause shown the city manager may grant permission to the owner or operator of a dance hall or skating rink to vary the closing and opening hours. It is contemplated that such provision will only be granted on special occasions such as for graduation activities or on New Year’s Eve or for like events.~~

~~5.15.030 Condition of premises—Lighting.~~

~~Every dance hall and skating rink shall at all times be kept in a clean, healthful, sanitary condition and all stairways, halls, passages and rooms connected with the dance hall or skating rink shall be kept open and well lighted. Every dance hall and skating rink shall be lighted in such a manner and to such an extent as is usual or customary for lighting of halls or rooms of like dimensions for public assemblies before any person is admitted thereto and before any dancing or skating is commenced therein; provided, however, that the intensity of the illumination shall at no time be less than one footcandle at a plane of three feet above the floor of the hall or rink at all times thereof; the lighting or illumination shall be maintained thereafter throughout the entire time the dance hall or skating rink is open or dancing or skating is in progress therein and during any recess or other intermission, without diminution and without interruption until the activity is concluded and until the hall or skating rink is cleared and closed.~~

~~5.15.040 Miscellaneous regulations.~~

~~A. No minor admitted to a teenage dance or skating rink shall be permitted to leave and thereafter reenter the premises during the course of the event and no pass out checks shall be issued save and except in emergencies and when authorized specifically by the person in charge of the dance.~~

~~B. No alcoholic beverages shall be sold, consumed, or available on the premises in or about which any dance or skating rink activity is being held. Admission to a dance hall or skating rink shall be denied to any person showing evidence of drinking any alcoholic beverage or who has any alcoholic beverage on his person.~~

~~C. Sufficient adult supervision shall be provided by the sponsor at all activities to ensure that accepted standards of social conduct are followed and at any dance hall a matron or floor lady must be on duty at all times during which the premises is being used.~~

~~D. No person shall be permitted to smoke or carry in his hand a lighted cigar, cigarette or pipe on the premises in or about which any dance or skating rink activity is being held, except in any smoking room provided for such purpose and connected with the dance hall or skating rink.~~

~~5.15.050 Violations—Penalties.~~

~~Any person violating any provision of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$5,000 or by imprisonment for not more than one year, or both such fine and imprisonment.~~

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 4. 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 5. 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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 15, 2025

Second Reading: May 6, 2025

Date Published: May 11, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2025-61, Authorizing a Memorandum of Understanding with Washington Energy, LLC for Future Provision of Electric Service

Department/Office
Energy Services

Ordinance/Resolution Number:
2025-61

Document Type:
Resolution

Recommended Motion:

Approve Resolution 2025-61, Authorizing the City Manager to sign and execute a Memorandum of Understanding with Washington Energy, LLC for Future Provision of Electric Service in substantially the form provided therein.

Summary:

The City of Richland owns and operates an electric utility that provides retail electric service to customers located in and around the City of Richland. Washington Energy, LLC seeks to develop an industrial project (the "Project") located in or near the City of Richland.

To support the construction, operation, and maintenance of the Project, Washington Energy, LLC requires timely access to retail electric service from the City's electric utility. In order to supply this service, the Bonneville Power Administration (BPA) must complete certain upgrades to its transmission network.

The City and Washington Energy, LLC wish to negotiate the terms of certain definitive agreements under which the City will establish and provide the necessary retail electric service for the Project. To begin this process and align mutual interests, both parties have agreed to enter into a non-binding Memorandum of Understanding which will serve as a framework for future actions.

Staff recommends adoption of Resolution No. 2025-61.

Fiscal Impact:

None. The MOU is non-binding with future definitive agreements to be reimbursement agreements with financial securities.

Attachments:

1. Resolution No. 2025-61
2. Proposed Memorandum of Understanding - Washington Energy, LLC

RESOLUTION NO. 2025-61

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH
WASHINGTON ENERGY, LLC FOR FUTURE PROVISION OF
ELECTRIC SERVICE.**

WHEREAS, the City of Richland owns and operates an electric utility that provides retail electric service to customers located in and around the City of Richland; and

WHEREAS, Washington Energy, LLC seeks to develop an industrial project (the “Project”) in or near the City of Richland; and

WHEREAS, Washington Energy, LLC seeks to timely secure retail electric service from the City's electric utility as needed to construct, operate, and maintain the Project; and

WHEREAS, the City is willing to provide such retail electric service to the Project; and

WHEREAS, in order for the City to provide retail electric service to the Project, the Bonneville Power Administration (BPA) must construct certain upgrades to its transmission network; and

WHEREAS, the City and Washington Energy, LLC wish to negotiate the terms of certain definitive agreements pursuant to which the City will establish and provide retail electric service as needed by the Project; and

WHEREAS, in an effort to identify their aligned intent, the City and Washington Energy, LLC have determined to enter into a non-binding Memorandum of Understanding to establish a foundation upon which future actions may be taken.

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 non-binding Memorandum of Understanding with Washington Energy, LLC to facilitate future actions necessary to provide retail electric service to Washington Energy, LLC's industrial 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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between Washington Energy, LLC, a Delaware limited liability company (“**Customer**”) and the City of Richland, Washington and its Energy Services Department (“**RES**”) (“**RES**”). Customer and RES may be referred to herein jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

WHEREAS, RES owns and operates an electric system and provides retail electric service to customers located within its service territory; and

WHEREAS, Customer seeks to develop, construct, operate and maintain an industrial facility (the “**Facility**”) to be located in RES’s service territory; and

WHEREAS, Customer seeks to receive from RES retail electric services as needed to develop, construct, operate and maintain the Facility (the “**Services**”); and

WHEREAS, RES is willing and able to provide such Services to the Facility; and

WHEREAS, in order to provide the Services to the Facility, RES will have to construct certain RES interconnection, distribution and/or transmission facilities and make other upgrades to its electric system (collectively “**RES System Upgrades**”); and

WHEREAS, in order for the Bonneville Power Administration (“**BPA**”) to transmit to RES the wholesale power needed for RES to provide the Services to the Facility, BPA may also have to construct certain upgrades to its transmission network (“**BPA Network Upgrades**”); and

WHEREAS, the Parties wish to negotiate the terms of certain definitive agreements and other ancillary documents as described below pursuant to which RES would establish and provide the Services as needed by the Facility (collectively the “**Definitive Agreements**,” and each a “**Definitive Agreement**”).

NOW, THEREFORE, in consideration of the time, expense, and resources the Parties are and will be expending in the discussions and negotiations related to the provision of the Services and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged the Parties agree as follows:

Terms

1. Nonbinding Effect. This MOU is a nonbinding agreement to negotiate in good faith the terms and conditions of those Definitive Agreements required for RES to provide, and for Customer to receive, the Services to the Facility. Except as set forth in Section 1. a. below, nothing in this MOU shall be construed to create any binding

obligation on either Party to: (i) execute any Definitive Agreements or any other agreement; (ii) execute any agreements with, or incur any financial obligation to, BPA or any persons who are not a Party hereto; (iii) complete any RES System Upgrades and/or any BPA Network Upgrades; or (iv) complete the Facility. The Parties further acknowledge that: (x) the provision of the Services has not yet been negotiated or agreed and that neither Party will have any rights or any legally binding obligations with respect to the same unless and until all necessary approvals are secured related to the Definitive Agreements, including but not limited to approval from each Party's respective management, board of directors and/or other governing body, as applicable, and the Definitive Agreements are executed and delivered by the Parties; and (y) this MOU is not intended to reflect final contractual language, and does not include a complete set of contract terms for the Definitive Agreements.

- a. Exceptions: Binding Obligations. Notwithstanding the foregoing, the Parties each expressly acknowledge and agree that Customer's obligation to reimburse RES, as specifically set forth in Section 3 (Costs; Reimbursement of RES Expenses), as well as Section 1. a. (Exceptions: Binding Obligations), Section 2 (Term and Termination of MOU), Section 4 (Confidentiality), Section 11 (Governing Law), Section 14 (Assignment), Section 15 (Amendments), Section 17 (Limitation of Liability), and Section 18 (Execution in Counterparts), shall be binding and enforceable between the Parties.

2. Term and Termination of MOU. This MOU shall become effective upon execution by both Parties (the "**Effective Date**"). This MOU shall terminate automatically on the first to occur of: (i) the date that either Party gives written notice of termination of this MOU for any reason; or (ii) the date on which all Definitive Agreements have been executed by both Parties, or (iii) Customer fails to pay the initial Deposit or any additional Deposit as provided in Section 3.a of this MOU. Neither Party shall have any liability in connection with the expiration or termination of this MOU as provided herein. Notwithstanding the foregoing, all of Customer's cost-reimbursement obligations validly arising under Section 3 prior to the expiration or termination of this MOU shall survive until satisfied in full, and Section 4 (Confidentiality), Section 11 (Governing Law), and Section 17 (Limitation of Liability) shall also survive expiration or termination of this MOU.

3. Costs; Reimbursement of RES Expenses. To the extent not already paid by Customer prior to execution of this MOU, Customer agrees to reimburse RES, up to (i) seventy-five thousand dollars (\$75,000), or (ii) an amount later agreed to in writing by both parties pursuant to Section 3.c below (the "**Reimbursement Cap**"), for all reasonable, documented costs and expenses incurred in connection with RES' obligations described in this MOU, including but not limited to, attorneys' fees and other professional fees and expenses that are reasonably and prudently incurred by RES in connection with the negotiation and drafting of this MOU and each of the Definitive Agreements, any preliminary design, engineering, permitting, project management and site development work in connection with RES System Upgrades initiated prior to execution of a

Development, Procurement and Construction Agreement (as defined below), submitting to BPA a Line and Load Interconnection Request (“**LLIR**”) for the Facility, and negotiating one or more agreements with BPA pursuant to which BPA will complete any BPA Network Upgrades required for the provision of the Services to the Facility (collectively, “**Reimbursable Costs**”). Such Reimbursable Costs may include both reasonable out-of-pocket expenses for professional services performed by third parties and reasonable costs internally allocated by RES to work performed by RES staff in accordance herewith.

- a. Deposit. Within ten (10) business days following the Effective Date of this MOU, Customer shall deliver to RES a deposit of twenty thousand dollars (\$20,000) (“**Deposit**”). RES may use the Deposit only to cover Reimbursable Costs. At least once per month during the term of this MOU, RES shall send Customer a written statement setting forth in reasonable detail the Reimbursable Costs charged against the Deposit. If RES determines in good faith that Reimbursable Costs that RES expects to incur are reasonably likely to exceed the remaining Deposit balance, then RES may invoice Customer for an additional Deposit, provided that the sum of all Deposits plus Reimbursable Costs invoiced shall not exceed the Reimbursement Cap. Customer shall pay any such invoice within thirty (30) days of receipt or its request for Services to the Facility shall be deemed to be withdrawn and this MOU shall automatically terminate in accordance with Section 2 above.
 - b. True-Up. Upon the termination or expiration of this MOU pursuant to Section 2 above, or upon both Parties’ execution of a comprehensive Financial Security Agreement as described in Section 10 below, any remaining Deposit balance shall be, at Customer’s election, either refunded to Customer or applied as a credit against any Customer financial obligation to RES arising under a Definitive Agreement.
 - c. Over-Budget. When the sum of all Deposits plus invoiced Reimbursable Costs has reached, or is reasonably anticipated by the Parties to reach, the Reimbursement Cap: then (a) the Parties must agree in writing to a new Reimbursement Cap; or (b) RES must obtain Customer approval in writing for any expense to be incurred in connection with this MOU above the Reimbursement Cap prior to paying for such expense. If the Parties cannot reach agreement on a new Reimbursement Cap and Customer does not approve in writing any additional expenses, then RES shall have no further obligation to perform any of the work described in this MOU.
4. Confidentiality. All commercially sensitive business information provided by one Party to the other or any information which is identified by the disclosing party in writing as confidential or proprietary information, and that is provided in connection with the Facility, in connection with the provision of retail electric service to the Facility, or otherwise in connection with this MOU (“**Confidential Information**”) shall be subject to the terms of this Section 4, which shall also be contained in, further expanded upon and

superseded by, the negotiation in good faith and prompt execution of an agreement to facilitate the protection of the sharing of Confidential Information (“**Confidentiality Agreement**”).

- a. Confidentiality Term. Unless the Parties agree otherwise in a superseding Confidentiality Agreement, the obligations of this Section 4 shall remain effective for two (2) years following the expiration or termination of the MOU and each of the Definitive Agreements.
- b. Duty to Maintain Confidences. Each Party shall hold in confidence all Confidential Information of the other Party unless required by law or judicial or government order, provided that the Parties may disclose Confidential Information to BPA, a federal agency subject to the Freedom of Information Act (5 U.S.C. §552), and on a confidential basis to employees, counsel, contractors, advisors, affiliates, and consultants, and with respect to Customer, to existing or prospective investors or lenders, all as is reasonably necessary for such Party to perform its obligations under this MOU and any Definitive Agreements, and with respect to Customer, to obtain financing. Specific performance shall be available as a remedy to a breach of this requirement and the terms of the Confidentiality Agreement.
- c. Washington Public Records Laws. Notwithstanding the forgoing, Company acknowledges that RES is an “agency” as defined by the Washington Public Records Act, Chapter 42.56 RCW (“PRA”), and is subject to the public disclosure requirements of that statute. Company further acknowledges that RES is a “public agency” as defined by the Washington Open Public Meetings Act, Chapter 42.30 RCW (“OPMA”), and is subject to the procedural requirements of that statute. Nothing in this Agreement shall be construed as creating any right of confidentiality or nondisclosure that contravenes or is otherwise inconsistent with RES’s legal obligations under the PRA, the OPMA, or any other applicable Washington law, specifically including without limitation the requirement for RES to disclose non-exempt public records upon request and to ultimately approve its ultimate execution of agreements at an open public meeting. Any record submitted to RES by Company is subject to the disclosure requirements of the PRA. RES acknowledges that Company believes that some or all of Company's information to be provided to RES will be confidential and proprietary and will qualify for confidential treatment. Materials believed by Company to be confidential and proprietary will be clearly marked as such by Company upon their submission to RES. In the event RES receives a PRA request for information, data, or other materials considered by Company to be proprietary or confidential, RES shall provide Company with timely written notice thereof (“Record Request Notice”), and Company, at its sole expense, shall have the option of seeking injunctive relief to prevent release of the records in accordance with RCW 42.56.540, and shall assume the defense of non-disclosure. Each Record Request Notice will include a copy

of the public records request and the identity of the requestor (to the extent known by RES) and shall provide Company with at least 30 calendar days to initiate the process of seeking such injunctive relief, during which time RES shall release no such requested records unless Company agrees in writing that release is permitted. RES shall also release no such requested records while related judicial proceedings are pending. If, as a result of any such judicial proceeding, a court should order the disclosure of such information or documents received by RES from Company, then RES shall be permitted to disclose only such information or documents as is required by such order; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such required disclosure. If Company waives RES' compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, RES will furnish only that portion of the Confidential Information that is legally required to be disclosed as determined by RES in good faith; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure. RES's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to RES. RES shall not be liable for any inadvertent public disclosure of information, provided that RES exercised due care in accordance with Section 4.

5. Interconnection and Transmission of Power. The Parties will work cooperatively and with BPA to determine a feasible plan for interconnection and transmission of power to the Facility on a timely basis. Interconnection options may include, without limitation, the following options:

- Interconnection to a new 115kV bus that would be constructed by BPA at the Triton Substation in conjunction with a 500-230kV infrastructure project to be constructed by BPA at the Triton Substation to interconnect another RES customer.
- Interconnection to a new 115kV bus that would be constructed by BPA at the Triton Substation solely for interconnection of the Facility, if the 500-230kV Triton Substation infrastructure project is delayed, deferred or terminated.
- Interconnection to existing 115kV transmission lines between the BPA White Bluffs Substation and the BPA Benton Substation. This option would require upgrades by BPA to the transmission lines.
- Interconnection to the RES Sandhill Crane Substation. This option would require RES expansion of the Sandhill Crane Substation, installation of a new power transformer (Bank 4), and construction of 19.8MW of secondary distribution feeders from the Sandhill Crane Substation to the Facility. This would be expected to provide only two years of capacity needs for the Facility and would be an interim option until one of the BPA options described above is completed. This option would need at least two (2) years lead time for equipment procurement and construction to be completed by December 31, 2028.

RES has submitted to BPA a LLIR with respect to the Facility. RES will be required to negotiate and execute an agreement with BPA pursuant to which RES would be financially responsible for part or all of the BPA Network Upgrades identified in the LLIR process before BPA will agree to engineer, design, procure and construct such BPA Network Upgrades. RES will obtain Customer's written consent prior to entering into any such agreement with BPA for BPA Network Upgrades. Upon Customer's consent, RES and Customer will negotiate in good faith a cost agreement setting forth the terms and conditions by which Customer would either directly pay to BPA, or would reimburse RES for, all costs that RES is obligated to pay to BPA for the BPA Network Upgrades (the "**BPA Cost Agreement**").

6. Facilities Study Agreement. RES may perform a Facilities study to design a proposed plan of service, identify necessary RES System Upgrades for such plan of service and estimate any RES System Upgrade costs (the "**Facilities Study**"). RES and Customer shall negotiate in good faith an agreement under which Customer will be required to pay RES's costs to complete the Facilities Study (the "**Facilities Study Agreement**"). Upon completion of the Facilities Study, RES will provide Customer with a written report of the results, which will include a good faith but nonbinding cost estimate and schedule for completion of the RES System Upgrades.

7. Engineering and Design Agreement. RES and Customer will negotiate in good faith an agreement which will require Customer to pay RES's costs to prepare design specifications and engineering drawings for the RES System Upgrades necessary to provide the Services to the Facility (the "**Engineering and Design Agreement**").

8. Development, Procurement and Construction Agreement. RES and Customer will negotiate in good faith a development, procurement and construction agreement establishing the terms and conditions by which RES will develop, procure, construct and complete, at Customer's expense, all RES System Upgrades (the "**Development, Procurement and Construction Agreement**").

9. Electric Service Agreement. The Parties shall negotiate in good faith a retail electric service agreement which will be generally consistent with the following framework (the "**Electric Service Agreement**"):

- a. Term. The Electric Service Agreement shall become effective upon execution by both Parties. The Electric Service Agreement will include a start of service date, to occur after completion of: (i) the Facility; (ii) any BPA Network Upgrades; and (iii) any RES System Upgrades. The Electric Service Agreement will include provisions for negotiating an amendment, extension, or renewal to accommodate any material changes made by BPA to the terms and conditions by which it provides wholesale power or transmission services to RES.
- b. Delivery of All Facility Power Requirements. Under the Electric Service Agreement, RES shall be the exclusive provider of all Services to the

Facility. Notwithstanding the forgoing, Customer shall be permitted to engage in on-site generation, at Customer's discretion, provided that such generation shall be subject to reasonable terms and conditions necessary for (i) compliance with any applicable BPA obligations; and (ii) the protection of RES' electric system.

- c. BPA Power Supply. The Electric Service Agreement will provide that RES will procure from BPA all power necessary to provide Services to the Facility. It is expected that the Facility will not qualify as a New Large Single Load under applicable federal law and BPA policy and therefore the power will be priced at the BPA Tier 2 rate. The Electric Service Agreement would require Customer to manage the quantity of Service provided by RES to the Facility so as to avoid becoming a New Large Single Load at any time during the term of the agreement. If the Facility is at any time determined by BPA to be a New Large Single Load, then Customer would indemnify and hold harmless RES from and against any increased costs or charges imposed by BPA for wholesale power supply for the Facility.
- d. Charges for Electric Service. The Electric Service Agreement shall describe the various billing components applicable to retail electric service to the Facility. Such billing components may include, without limitation: (i) an energy charge for the BPA power supply procured by RES for service to the Facility; (ii) a demand charge to recover a portion of RES's recurring costs to operate and maintain its electric system; and (iii) a fixed administrative charge to recover a portion of RES's ongoing planning, management, and administrative support costs incurred to provide retail electric service to the Facility. RES may adjust any or all of the billing components consistent with prudent utility rate-making standards to ensure that RES is adequately recovering its costs of serving the Facility.

10. Financial Security. In executing this MOU and negotiating the Definitive Agreements, one of RES' primary principles is to ensure that none of the costs or financial risks associated with RES' provision of Services to the Facility will be shifted to RES' other ratepayers. Therefore, the Parties shall negotiate in good faith customary financial security to be provided by Customer under and as part of the Definitive Agreements, including but not limited to such security by which Customer's payment obligations under the Definitive Agreements shall be guaranteed in accordance with their terms (collectively, the "**Financial Security**"). The terms and conditions of the Financial Security shall be consistent with the following general framework (among other customary terms):

- a. Term. The Financial Security will remain in effect so long as any financial obligation arising under this MOU or any of the Definitive Agreements remains outstanding.
- b. Letter of Credit or Parent Guarantee. The Financial Security will require the Customer to provide RES with either: (i) a letter of credit from a U.S.

financial institution; (ii) a parent guaranty from a corporate affiliate having an acceptable credit rating; and/or (iii) such other form of credit support as agreed by the Parties (individually or collectively the “**Credit Support**”). In any case, the Credit Support must be in a form and from an issuer acceptable to RES in its reasonable discretion. The amount of the Credit Support shall be determined and updated by RES in its reasonable discretion.

- c. Cash Prepayment. In addition to the Credit Support, RES may also require Customer to make a cash prepayment (“**Cash Prepayment**”) for ongoing Services provided to the Facility. The Cash Prepayment would replace the Deposit made by Customer and trigger the Deposit true-up provision of Section 3(b). The purpose of the Cash Prepayment would be to ensure that RES has sufficient liquidity to meet its foreseeable out-of-pocket expenses arising under this MOU and any Definitive Agreement, including, without limitation, RES’s obligation to pay BPA’s monthly power and transmission costs to the extent that such costs are related to RES’ provision of electric service to the Facility. The amount of the Cash Prepayment will be equal to RES’ good faith estimate of Customer’s payment obligation over three (3) months of the Electric Service Agreement, as determined by RES in its reasonable discretion from time to time.

11. Governing Law. This MOU, and any Definitive Agreement negotiated pursuant to this MOU, shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws rules. The Parties irrevocably agree that the applicable state or federal courts of the State of Washington shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this MOU, its subject matter or formation, and each Party irrevocably submits to the jurisdiction of such courts in any such dispute or claim and waives any objection based on improper venue or *forum non conveniens*.

12. No Joint Venture. Neither this MOU, nor any Definitive Agreement contemplated herein, shall be deemed to create a partnership, joint venture, or agency relation among or between the Parties.

13. Authorization. Each person executing this MOU represents and warrants that they have been duly authorized by appropriate action of the governing body of the Party for which they sign to execute and deliver this MOU.

14. Assignment. This MOU may not be assigned by either Party without the prior written consent of the other Party.

15. Amendments. This MOU may be amended or modified only by a written instrument executed by both Parties.

16. No Third-Party Beneficiaries. This MOU is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons,

corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

17. Limitation of Liability. In no event shall any Party or any of their respective officers, directors, members, partners, shareholders, employees, agents, subsidiaries or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including but not limited to lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including but not limited to negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of or in connection with this MOU.

18. Execution in Counterparts. This MOU may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Signatures by electronic transmission (in PDF or similar format) shall be binding.

IN WITNESS WHEREOF, this MOU shall be dated and effective as of the Effective Date.

City of Richland

By: _____

Title: City Manager

Date: _____

Washington Energy, LLC

By: _____

Title: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2025-62, Authorizing a Second Amendment to the Consultant Agreement with Efficiency Solutions, LLC for Energy Efficiency Consulting Services

Department/Office
Energy Services

Ordinance/Resolution Number:
2025-62

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-62, authorizing the City Manager to sign and execute a second amendment to Contract No. 07-21 with Efficiency Solutions, LLC for energy efficiency consulting services.

Summary:

The City of Richland operates an electric utility providing customers with reliable services at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency programs.

The City currently contracts with Efficiency Solutions, LLC for professional services to advise staff and customers on technical issues and energy efficiency program implementation. Efficiency Solutions, LLC, provides monitoring, verification and general support for commercial and industrial projects. Efficiency Solutions, LLC possesses unique technical expertise to support RES and implement Bonneville Power Administration's commercial energy efficiency incentive projects with customers.

Staff recommend increasing the amount of the contract with Efficiency Solutions, LLC by \$60,000 for continued energy efficiency program support. The new not-to-exceed value of the contract is \$360,000.

Staff recommends adoption of Resolution No. 2025-62.

Fiscal Impact:

The 2025 fiscal impact is \$60,000. The 2025 Budget includes \$342,000 allocated for expert services within the Power Management Division.

Attachments:

1. Resolution No. 2025-62
2. Proposed Amendment No. 2 - Efficiency Solutions, LLC (Contract No. 07-21)

RESOLUTION NO. 2025-62

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AMENDMENT NO. 2 TO THE CONSULTANT
AGREEMENT WITH EFFICIENCY SOLUTIONS, LLC FOR
COMMERCIAL ENERGY EFFICIENCY PROGRAM SUPPORT.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchase, efficient operations and energy efficiency; and

WHEREAS, Richland Energy Services (RES) operates a residential, commercial and industrial energy efficiency program; and

WHEREAS, RES's energy efficiency program assists customers in saving energy, increasing comfort and decreasing electrical costs; and

WHEREAS, the City currently contracts with Efficiency Solutions, LLC for professional services to advise staff and customers on technical issues and program implementation, and to provide monitoring, verification and general support for commercial and industrial projects (*see* Richland Contract No. 07-21); and

WHEREAS, Efficiency Solutions, LLC possesses unique technical expertise to support RES and implement Bonneville Power Administration (BPA) commercial energy efficiency incentive projects with customers; and

WHEREAS, on January 26, 2024, the City and Efficiency Solutions, LLC entered into Amendment No. 1 to add \$50,000 in scope to the existing contract. This action was within the City Manager's administrative authority per RMC 3.04.080(A); and

WHEREAS, additional contract amendments to add value to the contract require City Council approval.

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. 07-21 with Efficiency Solutions, LLC to increase the contract value by \$60,000 for commercial energy efficiency program support. The total updated contract value shall not exceed \$360,000.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH EFFICIENCY SOLUTIONS,
LLC CONTRACT NO. 07-21**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 07-21, related to **Commercial Energy Efficiency Inspections**. The Agreement was fully executed on **1/5/2021**. The expiration date of the Agreement is **12/31/2025**. 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. 07-21 as follows:

1. The Consultant shall provide services described in the attached **N/A**, which is hereby incorporated into Contract No. 07-21.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$60,000.00. The new contract value is now \$360,000.
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:

Efficiency Solutions, LLC

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2025-63, Authorizing Award of Bid to Palouse Power, LLC for the 2025 Boring and Cable Replacement Project

Department/Office
Energy Services

Ordinance/Resolution Number:
2025-63

Document Type:
Resolution

Recommended Motion:

Adopt No. Resolution 2025-63, authorizing award of bid to Palouse Power, LLC for the 2025 Boring and Cable Replacement project.

Summary:

The City of Richland's Energy Services Department (RES) completed a twelve-year, long-range electric utility infrastructure plan in 2014 (the "Plan"). The objectives of the Plan were to evaluate system capacity, reliability, required maintenance, aging infrastructure, and economic development opportunities to align with the City's Strategic Leadership Plan.

The City's 2025-2030 Capital Improvement Plan (CIP) identifies aging underground cables and associated infrastructure that have met or exceeded life expectancy and are in need of replacement. The 2025 Boring and Cable Replacement Project is an identified planned capital improvement project that will install conduit, cable, and associated electrical equipment to improve system reliability. The currently aging cable is mostly direct-buried, has met or exceeded its life expectancy, and is in need of replacement.

The conduit installation will typically be bored/drilled rather than installed using traditional trenching for two reasons. First, the infrastructure being replaced is primarily in back lots, and boring/drilling will minimize the impact on surrounding structures and private property. Boring/drilling will also minimize the disturbance and outage time at any given location. Some locations may require trenching due to ground conditions.

In addition, the City has an overhead power line that has caused several major outages during severe wind events. The main feeder for a portion of this overhead line will be converted to underground, which will greatly enhance system reliability during storm cycles.

Staff recommends adoption of Resolution No. 2025-63.

Fiscal Impact: The total project cost is \$1,493,432.52, which includes a base cost of \$1,373,902.50 and sales tax in the amount of \$119,529.52. The City's 2025 Budget has sufficient capacity in the Electric Fund, and funding sources are outlined in the City's 2024-2029 Capital Improvement Plan (CIP).

Attachments:

1. Resolution No. 2025-63
2. 2025 Boring and Cable Replacement Project Bid Tab - ITB #25-0009

RESOLUTION NO. 2025-63

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO PALOUSE POWER, LLC FOR
THE 2025 BORING AND CABLE REPLACEMENT PROJECT.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, some electric utility infrastructure has met or exceeded its life expectancy, and is in need of replacement to improve system reliability; and

WHEREAS, the City's 2024-2029 Capital Improvement Plan (CIP) includes various projects related to electric utility renewal and replacement, including the 2025 Boring and Cable Replacement project (the "Project"); and

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with three (3) bids received and opened on April 17, 2025; and

WHEREAS, Palouse Power, LLC submitted the lowest responsible bid in the amount of \$1,493,432.02; 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 Palouse Power, LLC in the amount of \$1,493,432.02 for the 2025 Boring and Cable Replacement project, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved contract amount.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland



DATE BIDS OPENED: 04/17/2025	ITB # 25-0009
2025 BORING & CABLE REPLACEMENT	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Palouse Power, LLC Quincy, WA		Potelco, Inc. Sumner, WA		Michels Pacific Energy Inc. Tumwater, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Base Bid: Task Order 1										
A-1	Mobilization per contract	1	LS	\$15,000.00	\$15,000.00	\$30,580.00	\$30,580.00	\$8,260.05	\$8,260.05	\$55,330.47	\$55,330.47
A-2	Boring/Drilling and/or trenching 1 -4" conduit installation - CD4	731	LF	\$68.00	\$49,708.00	\$63.00	\$46,053.00	\$48.42	\$35,395.02	\$88.50	\$64,693.50
A-3	Boring/Drilling and/or trenching 1 - 6" conduit installation - CD6	532	LF	\$73.00	\$38,836.00	\$87.00	\$46,284.00	\$77.48	\$41,219.36	\$122.45	\$65,143.40
A-4	Install 40' Class 3 Pole - P40-3*	1	EA	\$1,250.00	\$1,250.00	\$1,370.00	\$1,370.00	\$3,304.02	\$3,304.02	\$13,776.60	\$13,776.60
A-5	Install Overhead Crossarm Assembly - C7-1*	1	EA	\$600.00	\$600.00	\$2,730.00	\$2,730.00	\$1,652.01	\$1,652.01	\$6,888.30	\$6,888.30
A-6	Install Down Guy - E10*	2	EA	\$350.00	\$700.00	\$680.00	\$1,360.00	\$103.25	\$206.50	\$1,377.66	\$2,755.32
A-7	Install Anchor - F24*	1	EA	\$600.00	\$600.00	\$1,020.00	\$1,020.00	\$619.50	\$619.50	\$1,377.66	\$1,377.66
A-8	Install #2 CU Pole Ground - GRP2*	1	EA	\$600.00	\$600.00	\$340.00	\$340.00	\$51.63	\$51.63	\$551.06	\$551.06
A-9	Install 600A Gang Switch - S3PHASE*	2	EA	\$1,500.00	\$3,000.00	\$4,270.00	\$8,540.00	\$103.25	\$206.50	\$2,755.00	\$5,510.00
A-10	Install (3) 1/0 JAL Primary - NUP10J*	277	LF	\$12.00	\$3,324.00	\$7.50	\$2,077.50	\$20.65	\$5,720.05	\$82.66	\$22,896.82
A-11	,yr	675	LF	\$14.50	\$9,787.50	\$4.00	\$2,700.00	\$20.65	\$13,938.75	\$27.55	\$18,596.25
A-12	Install Riser 4" - RP4*	1	EA	\$1,500.00	\$1,500.00	\$680.00	\$680.00	\$1,239.01	\$1,239.01	\$551.06	\$551.06
A-13	Install Riser 6" - RP6*	2	EA	\$1,750.00	\$3,500.00	\$850.00	\$1,700.00	\$1,239.01	\$2,478.02	\$551.06	\$1,102.12
A-14	Install O/H Arrester MOV - SMOVR* & SMOV*	6	EA	\$475.00	\$2,850.00	\$510.00	\$3,060.00	\$413.00	\$2,478.00	\$275.53	\$1,653.18
A-15	Install 1/0 JAL Elbow - ULBE1J*	6	EA	\$345.00	\$2,070.00	\$480.00	\$2,880.00	\$206.50	\$1,239.00	\$275.53	\$1,653.18
A-16	Install 750 JAL Stress Cone - USC75.1*	15	EA	\$550.00	\$8,250.00	\$720.00	\$10,800.00	\$41.30	\$619.50	\$275.53	\$4,132.95
A-17	Install 4 Way Junction Feed-Thru - ULBJ4*	3	EA	\$450.00	\$1,350.00	\$1,070.00	\$3,210.00	\$826.01	\$2,478.03	\$275.53	\$826.59
A-18	Install 200A Protective Cap - ULBCAP*	6	EA	\$100.00	\$600.00	\$1,070.00	\$6,420.00	\$20.65	\$123.90	\$137.77	\$826.62
A-19	Install 750 JAL "T" Body - UT7JT*	9	EA	\$645.00	\$5,805.00	\$720.00	\$6,480.00	\$619.50	\$5,575.50	\$551.06	\$4,959.54
A-20	Install 600A Protective Cap - UTICAP*	3	EA	\$110.00	\$330.00	\$480.00	\$1,440.00	\$51.63	\$154.89	\$55.11	\$165.33
A-21	Install Dead Front Switch - PME10*	1	EA	\$5,350.00	\$5,350.00	\$1,430.00	\$1,430.00	\$1,239.01	\$1,239.01	\$2,755.32	\$2,755.32
A-22	Supply and Install V3 Vault Base - V3B	2	EA	\$1,750.00	\$3,500.00	\$1,690.00	\$3,380.00	\$3,822.27	\$7,644.54	\$2,287.75	\$4,575.50
A-23	Supply and Install Vault Lid - V3STL	2	EA	\$2,500.00	\$5,000.00	\$1,950.00	\$3,900.00	\$3,073.07	\$6,146.14	\$1,837.37	\$3,674.74
A-24	Supply and Install Switch Vault Lid - V19SWTDF	1	EA	\$3,000.00	\$3,000.00	\$2,460.00	\$2,460.00	\$3,224.45	\$3,224.45	\$1,487.36	\$1,487.36
A-25	Retire O/H Assembly - C8	1	EA	\$450.00	\$450.00	\$1,370.00	\$1,370.00	\$826.01	\$826.01	\$1,377.66	\$1,377.66
A-26	Retire O/H Assembly - C8-1	1	EA	\$450.00	\$450.00	\$1,370.00	\$1,370.00	\$826.01	\$826.01	\$1,377.66	\$1,377.66
A-27	Retire Overhead Pole Top Assembly - MC1	2	EA	\$175.00	\$350.00	\$340.00	\$680.00	\$619.50	\$1,239.00	\$1,377.66	\$2,755.32
A-28	Retire Overhead Deadend Assembly - MC4	3	EA	\$185.00	\$555.00	\$230.00	\$690.00	\$619.50	\$1,858.50	\$2,755.32	\$8,265.96
A-29	Retire Overhead Deadend Assembly - MC7	1	EA	\$185.00	\$185.00	\$680.00	\$680.00	\$619.50	\$619.50	\$2,755.32	\$2,755.32
A-30	Retire Overhead Neutral Jumper Assembly - NEUT JUMPER	1	EA	\$175.00	\$175.00	\$680.00	\$680.00	\$206.50	\$206.50	\$1,377.66	\$1,377.66
A-31	Retire Overhead Primary Jumper Assembly - PRI JUMPER	3	EA	\$200.00	\$600.00	\$240.00	\$720.00	\$206.50	\$619.50	\$1,377.66	\$4,132.98
A-32	Retire Down Guy - E10	2	EA	\$225.00	\$450.00	\$180.00	\$360.00	\$206.50	\$413.00	\$688.83	\$1,377.66
A-33	Retire Down Guy - E15	4	EA	\$225.00	\$900.00	\$340.00	\$1,360.00	\$206.50	\$826.00	\$688.83	\$2,755.32
A-34	Retire Anchor - F20	1	EA	\$175.00	\$175.00	\$340.00	\$340.00	\$413.00	\$413.00	\$413.36	\$413.36
A-35	Retire Anchor - F24	2	EA	\$175.00	\$350.00	\$200.00	\$400.00	\$413.00	\$826.00	\$413.36	\$826.72

City of Richland



DATE BIDS OPENED: 04/17/2025	ITB # 25-0009
2025 BORING & CABLE REPLACEMENT	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Palouse Power, LLC Quincy, WA		Potelco, Inc. Sumner, WA		Michels Pacific Energy Inc. Tumwater, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-36	Retire Pole Ground - GRP6	2	EA	\$125.00	\$250.00	\$170.00	\$340.00	\$103.25	\$206.50	\$551.06	\$1,102.12
A-37	Retire 600A Gang Switch - S3PHASE	2	EA	\$800.00	\$1,600.00	\$680.00	\$1,360.00	\$826.01	\$1,652.02	\$2,755.32	\$5,510.64
A-38	Retire 5" Riser - RP5	2	EA	\$300.00	\$600.00	\$340.00	\$680.00	\$826.01	\$1,652.02	\$2,755.32	\$5,510.64
A-39	Retire (3) 336ACSR Primary w/ (1) 4/0ACSR Neut O/H - NP336ACSR & NP40ACSR	391	LF	\$3.50	\$1,368.50	\$3.50	\$1,368.50	\$4.13	\$1,614.83	\$688.30	\$269,125.30
A-40	Retire (3) 750 AL Primary - NUP750AL	78	LF	\$4.50	\$351.00	\$9.00	\$702.00	\$4.13	\$322.14	\$55.11	\$4,298.58
A-41	Retire (3) 750JAL Primary - NUP750J	204	LF	\$4.50	\$918.00	\$6.50	\$1,326.00	\$4.13	\$842.52	\$27.55	\$5,620.20
A-42	Retire (3) 1/0 AL Primary - NUP10AL	236	LF	\$6.50	\$1,534.00	\$6.50	\$1,534.00	\$4.13	\$974.68	\$27.55	\$6,501.80
A-43	Retire 1/0 URD Elbow - ULBE1	6	EA	\$90.00	\$540.00	\$250.00	\$1,500.00	\$103.25	\$619.50	\$137.77	\$826.62
A-44	Install O/H Arrester MOV - SMOVR, SMOV, & SMOVT	6	EA	\$200.00	\$1,200.00	\$240.00	\$1,440.00	\$206.50	\$1,239.00	\$275.53	\$1,653.18
A-45	Retire 4,3,2 Way Junction Feed-Thru - ULBJ4, ULBJ3, & ULBJ2	3	EA	\$80.00	\$240.00	\$480.00	\$1,440.00	\$413.00	\$1,239.00	\$137.77	\$413.31
A-46	Retire 750 AL Stress Cone - USC75.0	6	EA	\$125.00	\$750.00	\$250.00	\$1,500.00	\$61.95	\$371.70	\$275.53	\$1,653.18
A-47	Retire 750JAL Stress Cone - USC75.1	6	EA	\$125.00	\$750.00	\$250.00	\$1,500.00	\$61.95	\$371.70	\$275.53	\$1,653.18
A-48	Retire 600A Protective Cap - UTICAP	3	EA	\$75.00	\$225.00	\$250.00	\$750.00	\$61.95	\$185.85	\$275.53	\$826.59
A-49	Retire 200A Protective Cap - ULBCAP	6	EA	\$75.00	\$450.00	\$120.00	\$720.00	\$61.95	\$371.70	\$275.53	\$1,653.18
A-50	Retire Vault - V19B	1	EA	\$300.00	\$300.00	\$1,430.00	\$1,430.00	\$1,549.51	\$1,549.51	\$1,377.66	\$1,377.66
A-51	Retire Vault Lid - V19STLS	2	EA	\$300.00	\$600.00	\$360.00	\$720.00	\$387.38	\$774.76	\$275.53	\$551.06
A-52	Retire Vault Ground - V19-28 GRD	1	EA	\$150.00	\$150.00	\$360.00	\$360.00	\$387.38	\$387.38	\$137.77	\$137.77
A-53	Retire Pole 40' - P403	2	EA	\$300.00	\$600.00	\$850.00	\$1,700.00	\$1,239.01	\$2,478.02	\$1,102.13	\$2,204.26
A-54	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	13	EA	\$1,000.00	\$13,000.00	\$740.00	\$9,620.00	\$1,936.89	\$25,179.57	\$2,265.56	\$29,452.28
A-55	Flagging per contract	1	LS	\$15,000.00	\$15,000.00	\$32,160.00	\$32,160.00	\$3,250.00	\$3,250.00	\$31,179.81	\$31,179.81
A-56	ROW Permitting	1	EA	\$1,000.00	\$1,000.00	\$2,690.00	\$2,690.00	\$2,000.00	\$2,000.00	\$1,664.40	\$1,664.40
Base Bid: Task Order 1 SUBTOTAL					\$212,577.00		\$264,385.00		\$201,168.80		\$686,214.25
8.7% SALES TAX					18,494.20		23,001.50		17,501.69		59,700.64
Base Bid: Task Order 1 TOTAL					\$231,071.20		\$287,386.50		\$218,670.49		\$745,914.89
Task Order 2		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B-1	Boring/Drilling and/or trenching 1 - 3" conduit installation - CD3 & CD3SV	5,431	LF	\$63.00	\$342,153.00	\$50.00	\$271,550.00	\$48.42	\$262,969.02	\$37.10	\$201,490.10
B-2	Boring/Drilling and/or trenching 2 - 3" conduit installation - CD3SV	810	LF	\$70.00	\$56,700.00	\$77.00	\$62,370.00	\$48.42	\$39,220.20	\$41.75	\$33,817.50
B-3	Boring/Drilling and/or trenching 1 -4" conduit installation - CD4	1,076	LF	\$68.00	\$73,168.00	\$63.00	\$67,788.00	\$77.48	\$83,368.48	\$42.85	\$46,106.60
B-4	Install (1) 1/0 JAL Primary - NUP10J*	4,350	LF	\$8.50	\$36,975.00	\$3.50	\$15,225.00	\$20.65	\$89,827.50	\$15.83	\$68,860.50
B-5	Install (3) 1/0 JAL Primary - NUP10J*	1,100	LF	\$12.00	\$13,200.00	\$3.00	\$3,300.00	\$41.30	\$45,430.00	\$25.01	\$27,511.00
B-6	Install 350 URD TPX - NUS35ALX*	1861	LF	\$4.00	\$7,444.00	\$5.50	\$10,235.50	\$30.98	\$57,653.78	\$22.21	\$41,332.81
B-7	Install 1/0 JAL Elbow - ULBE1J*	44	EA	\$345.00	\$15,180.00	\$320.00	\$14,080.00	\$206.50	\$9,086.00	\$551.06	\$24,246.64
B-8	Install 4 Way Junction Feed-Thru - ULBJ4*	8	EA	\$450.00	\$3,600.00	\$540.00	\$4,320.00	\$826.01	\$6,608.08	\$1,377.66	\$11,021.28
B-9	Install 200A Protective Cap - ULBCAP*	16	EA	\$100.00	\$1,600.00	\$110.00	\$1,760.00	\$20.65	\$330.40	\$551.06	\$8,816.96

City of Richland



DATE BIDS OPENED:	04/17/2025	ITB #	25-0009
2025 BORING & CABLE REPLACEMENT			

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Palouse Power, LLC Quincy, WA		Potelco, Inc. Sumner, WA		Michels Pacific Energy Inc. Tumwater, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B-10	Install Padmounted Transformer - TP100-F*	1	EA	\$800.00	\$800.00	\$1,070.00	\$1,070.00	\$826.01	\$826.01	\$2,755.32	\$2,755.32
B-11	Install Padmounted Transformer - TP75-F*	4	EA	\$500.00	\$2,000.00	\$1,070.00	\$4,280.00	\$826.01	\$3,304.04	\$2,755.32	\$11,021.28
B-12	Install Padmounted Transformer - TP50-F*	6	EA	\$500.00	\$3,000.00	\$1,070.00	\$6,420.00	\$826.01	\$4,956.06	\$2,755.32	\$16,531.92
B-13	Supply and Install V3 Vault Base - V3B	5	EA	\$1,750.00	\$8,750.00	\$2,230.00	\$11,150.00	\$2,660.14	\$13,300.70	\$2,287.75	\$11,438.75
B-14	Supply and Install Vault Lid - V3KO	4	EA	\$1,250.00	\$5,000.00	\$1,830.00	\$7,320.00	\$1,897.07	\$7,588.28	\$1,487.36	\$5,949.44
B-15	Supply and Install Vault Lid - V3STL	7	EA	\$2,500.00	\$17,500.00	\$1,950.00	\$13,650.00	\$2,976.22	\$20,833.54	\$1,487.36	\$10,411.52
B-16	Supply and Install Concrete Vault Base - V11B	2	EA	\$4,750.00	\$9,500.00	\$3,540.00	\$7,080.00	\$2,577.53	\$5,155.06	\$3,952.15	\$7,904.30
B-17	Supply and Install Vault Lid - V11STL	2	EA	\$2,500.00	\$5,000.00	\$3,440.00	\$6,880.00	\$4,180.07	\$8,360.14	\$1,487.36	\$2,974.72
B-18	Install Vault Ground - V3-13 GRD*	14	EA	\$400.00	\$5,600.00	\$720.00	\$10,080.00	\$484.22	\$6,779.08	\$413.30	\$5,786.20
B-19	Install Secondary Connector - JUCON6W*	36	EA	\$75.00	\$2,700.00	\$640.00	\$23,040.00	\$61.95	\$2,230.20	\$826.60	\$29,757.60
B-20	Retire (3) 750 AL Primary - NUP750AL	3873	LF	\$4.50	\$17,428.50	\$0.00	\$0.00	\$2.07	\$8,017.11	\$5.33	\$20,643.09
B-21	Retire (3) 750JAL Primary - NUP750J	3873	LF	\$4.50	\$17,428.50	\$0.00	\$0.00	\$2.07	\$8,017.11	\$4.62	\$17,893.26
B-22	Retire (1) 1/0 AL Primary - NUP10AL	3873	LF	\$4.50	\$17,428.50	\$4.00	\$15,492.00	\$2.07	\$8,017.11	\$1.65	\$6,390.45
B-23	Retire 1/0 URD Elbow - ULBE1	28	EA	\$90.00	\$2,520.00	\$360.00	\$10,080.00	\$103.25	\$2,891.00	\$275.53	\$7,714.84
B-24	Retire 1/0 URD Elbow - ULBE1J	2	EA	\$90.00	\$180.00	\$1,430.00	\$2,860.00	\$103.25	\$206.50	\$275.53	\$551.06
B-25	Retire 4,3,2 Way Junction Feed-Thru - ULBJ4, ULBJ3, & ULBJ2	2	EA	\$80.00	\$160.00	\$890.00	\$1,780.00	\$413.00	\$826.00	\$137.77	\$275.54
B-26	Retire 200A Protective Cap - ULBCAP	3	EA	\$75.00	\$225.00	\$250.00	\$750.00	\$51.63	\$154.89	\$137.77	\$413.31
B-27	Retire Transformer - TP100-F	1	EA	\$375.00	\$375.00	\$1,070.00	\$1,070.00	\$413.00	\$413.00	\$137.77	\$137.77
B-28	Retire Transformer - TP75-F	4	EA	\$375.00	\$1,500.00	\$1,070.00	\$4,280.00	\$413.00	\$1,652.00	\$137.77	\$551.08
B-29	Retire Transformer - TP50-F	7	EA	\$375.00	\$2,625.00	\$1,070.00	\$7,490.00	\$413.00	\$2,891.00	\$137.77	\$964.39
B-30	Retire Vault Lid - V3KO	7	EA	\$250.00	\$1,750.00	\$1,430.00	\$10,010.00	\$387.38	\$2,711.66	\$275.53	\$1,928.71
B-31	Retire Vault Ground - V3-13 GRD	13	EA	\$150.00	\$1,950.00	\$360.00	\$4,680.00	\$387.38	\$5,035.94	\$137.77	\$1,791.01
B-32	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	20	EA	\$1,000.00	\$20,000.00	\$720.00	\$14,400.00	\$1,936.89	\$38,737.80	\$2,731.59	\$54,631.80
B-33	ROW Permitting	1	EA	\$1,000.00	\$1,000.00	\$3,360.00	\$3,360.00	\$2,000.00	\$2,000.00	\$1,664.40	\$1,664.40
Task Order 2 SUBTOTAL					\$694,440.50		\$617,850.50		\$749,397.69		\$683,285.15
8.7% SALES TAX					60,416.32		53,752.99		65,197.60		59,445.81
Task Order 2 TOTAL					\$754,856.82		\$671,603.49		\$814,595.29		\$742,730.96
Task Order 3		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-1	Boring/Drilling and/or trenching 1 - 3" conduit installation - CD3 & CD3SV	1,325	LF	\$63.00	\$83,475.00	\$58.00	\$76,850.00	\$48.42	\$64,156.50	\$127.56	\$169,017.00
C-2	Install (1) 1/0 JAL Primary - NUP10J*	1,500	LF	\$8.50	\$12,750.00	\$4.50	\$6,750.00	\$20.65	\$30,975.00	\$18.37	\$27,555.00
C-3	Install 1/0 JAL Elbow - ULBE1J*	17	EA	\$345.00	\$5,865.00	\$400.00	\$6,800.00	\$206.50	\$3,510.50	\$413.30	\$7,026.10
C-4	Install 4 Way Junction Feed-Thru - ULBJ4*	1	EA	\$450.00	\$450.00	\$6,830.00	\$6,830.00	\$826.01	\$826.01	\$688.83	\$688.83
C-5	Install 200A Protective Cap - ULBCAP*	2	EA	\$100.00	\$200.00	\$3,600.00	\$7,200.00	\$51.63	\$103.26	\$688.83	\$1,377.66
C-6	Install Padmounted Transformer - TP250-F*	2	EA	\$800.00	\$1,600.00	\$890.00	\$1,780.00	\$826.01	\$1,652.02	\$2,755.32	\$5,510.64

City of Richland



DATE BIDS OPENED:	04/17/2025	ITB #	25-0009
2025 BORING & CABLE REPLACEMENT			

				ENGINEER'S ESTIMATE		Palouse Power, LLC Quincy, WA		Potelco, Inc. Sumner, WA		Michels Pacific Energy Inc. Tumwater, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-7	Install Padmounted Transformer - TP167-F*	3	EA	\$800.00	\$2,400.00	\$860.00	\$2,580.00	\$826.01	\$2,478.03	\$2,755.32	\$8,265.96
C-8	Install Padmounted Transformer - TP100-F*	1	EA	\$800.00	\$800.00	\$1,070.00	\$1,070.00	\$826.01	\$826.01	\$2,755.32	\$2,755.32
C-9	Install Padmounted Transformer - TP75-F*	3	EA	\$500.00	\$1,500.00	\$1,070.00	\$3,210.00	\$826.01	\$2,478.03	\$2,755.32	\$8,265.96
C-10	Supply and Install Vault Lid - V3KO	1	EA	\$1,250.00	\$1,250.00	\$1,120.00	\$1,120.00	\$1,606.53	\$1,606.53	\$1,487.36	\$1,487.36
C-11	Retire (3) 750 AL Primary - NUP750AL	1205	LF	\$4.50	\$5,422.50	\$0.00	\$0.00	\$2.07	\$2,494.35	\$1.14	\$1,373.70
C-12	Retire (3) 750JAL Primary - NUP750J	1205	LF	\$4.50	\$5,422.50	\$0.00	\$0.00	\$2.07	\$2,494.35	\$1.14	\$1,373.70
C-13	Retire (1) 1/0 AL Primary - NUP10AL	1205	LF	\$4.50	\$5,422.50	\$1.00	\$1,205.00	\$2.07	\$2,494.35	\$1.14	\$1,373.70
C-14	Retire 1/0 URD Elbow - ULBE1	15	EA	\$90.00	\$1,350.00	\$290.00	\$4,350.00	\$103.25	\$1,548.75	\$2,066.49	\$30,997.35
C-15	Retire 1/0 URD Elbow - ULBE1J	1	EA	\$90.00	\$90.00	\$360.00	\$360.00	\$103.25	\$103.25	\$1,377.66	\$1,377.66
C-16	Retire 4,3,2 Way Junction Feed-Thru - ULBJ4, ULBJ3, & ULBJ2	1	EA	\$80.00	\$80.00	\$720.00	\$720.00	\$413.00	\$413.00	\$5,510.64	\$5,510.64
C-17	Retire Transformer - TP250-F	2	EA	\$375.00	\$750.00	\$720.00	\$1,440.00	\$826.01	\$1,652.02	\$2,755.32	\$5,510.64
C-18	Retire Transformer - TP167-F	3	EA	\$375.00	\$1,125.00	\$720.00	\$2,160.00	\$826.01	\$2,478.03	\$2,755.32	\$8,265.96
C-19	Retire Transformer - TP100-F	1	EA	\$375.00	\$375.00	\$720.00	\$720.00	\$619.50	\$619.50	\$2,755.32	\$2,755.32
C-20	Retire Transformer - TP75-F	3	EA	\$375.00	\$1,125.00	\$720.00	\$2,160.00	\$619.50	\$1,858.50	\$2,755.32	\$8,265.96
C-21	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	15	EA	\$1,000.00	\$15,000.00	\$690.00	\$10,350.00	\$1,936.89	\$29,053.35	\$2,398.71	\$35,980.65
C-22	ROW Permitting	1	EA	\$1,000.00	\$1,000.00	\$2,690.00	\$2,690.00	\$2,000.00	\$2,000.00	\$1,664.40	\$1,664.40
Task Order 3 SUBTOTAL					\$147,452.50		\$140,345.00		\$155,821.34		\$336,399.51
8.7% SALES TAX					12,828.37		12,210.02		13,556.46		29,266.76
Task Order 3 TOTAL					\$160,280.87		\$152,555.02		\$169,377.80		\$365,666.27
Task Order 4				Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D-1	Boring/Drilling and/or trenching 1 - 6" conduit installation - CD6	2,500	LF	\$73.00	\$182,500.00	\$62.00	\$155,000.00	\$77.48	\$193,700.00	\$62.30	\$155,750.00
D-2	Supply and Install Concrete Vault Base - V19B	5	EA	\$7,500.00	\$37,500.00	\$4,410.00	\$22,050.00	\$6,152.79	\$30,763.95	\$5,949.43	\$29,747.15
D-3	Supply and Install Vault Lid w/ Steel Door - V19STLS	5	EA	\$2,500.00	\$12,500.00	\$5,440.00	\$27,200.00	\$4,875.51	\$24,377.55	\$1,459.62	\$7,298.10
D-4	Install Vault Ground - V19-28 GRD*	5	EA	\$885.00	\$4,425.00	\$720.00	\$3,600.00	\$387.38	\$1,936.90	\$2,755.32	\$13,776.60
D-5	ROW Permitting	1	EA	\$1,000.00	\$1,000.00	\$670.00	\$670.00	\$2,000.00	\$2,000.00	\$1,664.40	\$1,664.40
Task Order 4 SUBTOTAL					\$237,925.00		\$208,520.00		\$252,778.40		\$208,236.25
8.7% SALES TAX					\$20,699.48		\$18,141.24		\$21,991.72		\$18,116.55
Task Order 4 TOTAL					\$258,624.48		\$226,661.24		\$274,770.12		\$226,352.80
Task Order 5				Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
E-1	Boring/Drilling and/or trenching 1 - 3" conduit installation - CD3 & CD3SV	1,000	LF	\$63.00	\$63,000.00	\$53.00	\$53,000.00	\$48.42	\$48,420.00	\$59.01	\$59,010.00
E-2	Install Fuses - Fuse Type K*	1	EA	\$350.00	\$350.00	\$13,660.00	\$13,660.00	\$413.00	\$413.00	\$2,755.32	\$2,755.32
E-3	Install (1) 1/0 JAL Primary - NUP10J*	1,154	LF	\$8.50	\$9,809.00	\$6.00	\$6,924.00	\$20.65	\$23,830.10	\$23.88	\$27,557.52
E-4	Install Riser 3" - RP3* & RS3*	1	EA	\$1,250.00	\$1,250.00	\$6,830.00	\$6,830.00	\$2,065.01	\$2,065.01	\$9,643.62	\$9,643.62
E-5	Install Fused Cutouts - SC100*	1	EA	\$350.00	\$350.00	\$1,020.00	\$1,020.00	\$826.01	\$826.01	\$1,102.13	\$1,102.13
E-6	Install O/H Arrester MOV - SMOVR* & SMOV*	1	EA	\$475.00	\$475.00	\$680.00	\$680.00	\$309.38	\$309.38	\$275.53	\$275.53

City of Richland



DATE BIDS OPENED: 04/17/2025	ITB # 25-0009
2025 BORING & CABLE REPLACEMENT	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Palouse Power, LLC Quincy, WA		Potelco, Inc. Sumner, WA		Michels Pacific Energy Inc. Tumwater, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
E-7	Install 1/0 JAL Elbow - ULBE1J*	9	EA	\$345.00	\$3,105.00	\$720.00	\$6,480.00	\$206.50	\$1,858.50	\$275.53	\$2,479.77
E-8	Install 200A Protective Cap - ULBCAP*	1	EA	\$100.00	\$100.00	\$360.00	\$360.00	\$20.65	\$20.65	\$275.53	\$275.53
E-9	Install Padmounted Transformer - TP50-F*	5	EA	\$500.00	\$2,500.00	\$1,430.00	\$7,150.00	\$826.01	\$4,130.05	\$8,265.96	\$41,329.80
E-10	Supply and Install V3 Vault Base - V3B	5	EA	\$1,750.00	\$8,750.00	\$1,520.00	\$7,600.00	\$2,660.14	\$13,300.70	\$2,287.75	\$11,438.75
E-11	Supply and Install Vault Lid - V3KO	5	EA	\$1,250.00	\$6,250.00	\$1,120.00	\$5,600.00	\$1,703.38	\$8,516.90	\$1,487.36	\$7,436.80
E-12	Install Vault Ground - V3-13 GRD*	5	EA	\$400.00	\$2,000.00	\$790.00	\$3,950.00	\$774.76	\$3,873.80	\$413.30	\$2,066.50
E-13	Retire 3" Riser - RP3	1	EA	\$250.00	\$250.00	\$1,020.00	\$1,020.00	\$619.50	\$619.50	\$5,510.64	\$5,510.64
E-14	Retire (1) 1/0 AL Primary - NUP10AL	1668	LF	\$4.50	\$7,506.00	\$2.50	\$4,170.00	\$4.13	\$6,888.84	\$1.65	\$2,752.20
E-15	Retire (1) 1/0 JAL Primary - NUP10J	188	LF	\$4.50	\$846.00	\$6.00	\$1,128.00	\$2.07	\$389.16	\$14.65	\$2,754.20
E-16	Retire 1/0 URD Elbow - ULBE1	5	EA	\$90.00	\$450.00	\$290.00	\$1,450.00	\$103.25	\$516.25	\$551.06	\$2,755.30
E-17	Retire 1/0 URD Elbow - ULBE1J	6	EA	\$90.00	\$540.00	\$290.00	\$1,740.00	\$103.25	\$619.50	\$551.06	\$3,306.36
E-18	Retire Fused Cutouts - SC100	1	EA	\$225.00	\$225.00	\$680.00	\$680.00	\$413.00	\$413.00	\$5,510.64	\$5,510.64
E-19	Install O/H Arrester MOV - SMOVR, SMOV, & SMOVT	1	EA	\$200.00	\$200.00	\$680.00	\$680.00	\$206.50	\$206.50	\$551.06	\$551.06
E-20	Retire Transformer - TO37.5-F	2	EA	\$375.00	\$750.00	\$1,020.00	\$2,040.00	\$826.01	\$1,652.02	\$2,755.32	\$5,510.64
E-21	Retire Transformer - TO50-F	3	EA	\$400.00	\$1,200.00	\$1,020.00	\$3,060.00	\$619.50	\$1,858.50	\$2,755.32	\$8,265.96
E-22	Retire 4,3,2 Way Junction Feed-Thru - ULBJ4, ULBJ3, & ULBJ2	2	EA	\$80.00	\$160.00	\$1,790.00	\$3,580.00	\$206.50	\$413.00	\$5,510.64	\$11,021.28
E-23	Retire 1/0 AL Stress Cone - USC10.1	1	EA	\$125.00	\$125.00	\$360.00	\$360.00	\$103.25	\$103.25	\$275.53	\$275.53
E-24	Retire 200A Protective Cap - ULBCAP	4	EA	\$75.00	\$300.00	\$110.00	\$440.00	\$20.65	\$82.60	\$275.53	\$1,102.12
E-25	Retire Vault Lid - V3KO	5	EA	\$250.00	\$1,250.00	\$360.00	\$1,800.00	\$290.53	\$1,452.65	\$275.53	\$1,377.65
E-26	Retire Vault - V3B	2	EA	\$250.00	\$500.00	\$720.00	\$1,440.00	\$677.91	\$1,355.82	\$1,377.66	\$2,755.32
E-27	Retire Vault Lid - V11STL	2	EA	\$250.00	\$500.00	\$890.00	\$1,780.00	\$290.53	\$581.06	\$275.53	\$551.06
E-28	Retire Vault Ground - V3-13 GRD	7	EA	\$150.00	\$1,050.00	\$250.00	\$1,750.00	\$387.38	\$2,711.66	\$137.77	\$964.39
E-29	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	1	EA	\$1,000.00	\$1,000.00	\$410.00	\$410.00	\$1,936.89	\$1,936.89	\$1,466.64	\$1,466.64
E-30	ROW Permitting	1	EA	\$1,000.00	\$1,000.00	\$2,020.00	\$2,020.00	\$2,000.00	\$2,000.00	\$1,664.40	\$1,664.40
Task Order 5 SUBTOTAL					\$115,791.00		\$142,802.00		\$131,364.30		\$223,466.66
8.7% SALES TAX					\$10,073.82		\$12,423.77		\$11,428.69		\$19,441.60
Task Order 5 TOTAL					\$125,864.82		\$155,225.77		\$142,792.99		\$242,908.26
Base Bid: Task Order 1					\$231,071.20		\$287,386.50		\$218,670.49		\$745,914.89
Task Order 2					\$754,856.82		\$671,603.49		\$814,595.29		\$742,730.96
Task Order 3					\$160,280.87		\$152,555.02		\$169,377.80		\$365,666.27
Task Order 4					\$258,624.48		\$226,661.24		\$274,770.12		\$226,352.80
Task Order 5					\$125,864.82		\$155,225.77		\$142,792.99		\$242,908.26
PROJECT TOTAL					\$1,530,698.19		\$1,493,432.02		\$1,620,206.69		\$2,323,573.18

*calculation error in Exhibit B
Excel pricing sheets. Task
Order 5 did not calculate in
Project Total

*calculation error in Exhibit B
Excel pricing sheets. Task
Order 5 did not calculate in
Project Total



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-64, Authorizing a Consultant Agreement with PBS Engineering and Environmental LLC for Engineering Design Services related to the Duportail Street Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-64

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-64, authorizing the City Manager to sign and execute a consultant agreement with PBS Engineering and Environmental LLC for engineering design services related to the Duportail Street Improvements Project.

Summary:

The City's 2025-2030 Transportation Improvement Program (TIP) and Capital Improvement Plan (CIP) include several key projects under the umbrella of the Duportail Street Improvements Project. These include the Duportail/Kennedy Intersection Improvements Project, the Duportail/Driveway Intersection Improvements Project, and the Queensgate Drive and Duportail Street Intersection Improvements Project. Together, these improvements are intended to enhance safety, reduce congestion, and support ongoing commercial development in a high-traffic area. To accomplish these goals, a comprehensive redesign of Duportail Street is required. Planned improvements include roundabouts at Kennedy Road and Vintner Square Driveway, an access-control median between Keene Road and Queensgate Drive, and the addition of lanes and traffic signal enhancements at Queensgate Drive.

A competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to procure engineering services to complete the project planning and design work. The City received six (6) responses to the RFQ. PBS Engineering and Environmental LLC was selected as the most qualified firm to complete the work. The scope of work and budget negotiated with PBS Engineering and Environmental LLC will provide the City with the needed services at good value.

The City's best interests are served by executing a consultant agreement with PBS Engineering and Environmental LLC to provide engineering design services to complete the Duportail Street Improvements Project.

Staff recommends adoption of Resolution No. 2025-64.

Fiscal Impact: The agreement is valued at \$547,428. The Streets Capital Fund has a current balance of \$3,786,300 available to support the Duportail Corridor projects, inclusive of project design work.

Attachments:

1. Resolution No. 2025-64
2. Proposed Agreement with PBS Engineering and Environmental LLC for the Duportail Street Corridor Improvements Project

RESOLUTION NO. 2025-64

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH PBS
ENGINEERING AND ENVIRONMENTAL LLC FOR ENGINEERING
DESIGN SERVICES IN SUPPORT OF THE DUPORTAIL STREET
IMPROVEMENTS PROJECT.**

WHEREAS, the City’s 2025-2030 Transportation Improvement Program (TIP) and Capital Improvement Plan (CIP) include the Duportail/Kennedy Intersection Improvements Project and the Queensgate Drive and Duportail Street Intersection Improvements Project (collectively the “Duportail Street Improvements Project”); and

WHEREAS, the Duportail Street Improvements Project, when completed, will enhance safety and reduce congestion to support proposed developments in this highly productive commercial area; and

WHEREAS, to achieve this outcome, the design of multiple improvements on Duportail Street are needed, including roundabouts at Kennedy Road and Vintner Square Driveway, an access control median between Keene Road and Queensgate Drive, and additional lanes and traffic signal improvements at Queensgate Drive; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City’s purchasing policies to solicit engineering services to complete the project planning and design work; and

WHEREAS, the City received six (6) responses to the RFQ; and

WHEREAS, PBS Engineering and Environmental LLC was selected as the most qualified vendor to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with PBS Engineering and Environmental LLC that provides the City with the necessary services at good value; and

WHEREAS, the City’s best interests are served by executing a consultant agreement with PBS Engineering and Environmental LLC for engineering design services to complete the Duportail Street Improvements Project.

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 consultant agreement with PBS Engineering and Environmental LLC in the amount of \$547,428.00 for engineering and associated tasks in support of the Duportail Street Improvements 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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****Duportail Street Corridor Improvements**

This Agreement is entered into this _____ day of May, 2025 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **PBS Engineering and Environmental LLC** ("**Consultant**"), a foreign limited liability company with service at 4412 S. Corbett Ave., Portland, OR 97239. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ # 25-0008
 4. ☒ Exhibit B: Solicitation No. RFQ # 25-0008 proposal response submitted by Consultant dated February 10, 2025.
 5. ☒ Additional Documents – Exhibit C: Fee Proposal.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2026.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Five Hundred Forty-Seven Thousand, Four Hundred Twenty-Eight Dollars and No Cents (\$547,428.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710

Contact Name: Jeremy Weiland, P.E.,
Name of Firm: PBS Engineering and Environmental
Address: 5 N Colville Street, Ste. 200
Address: Walla Walla, WA 99362
Email: Jeremy.weiland@pbsusa.com
Phone Number: (509) 956-3026

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See Attached

Draft



Exhibit A

Detailed Scope of Work: Duportail Street Corridor Improvements

PBS Project RIC059-25003202

Client: City of Richland

The Agreement between the City and Consultant is amended and supplemented to include the following provisions regarding the scope of work.

I. Introductions

PBS Engineering and Environmental LLC (Consultant) has been selected by the City of Richland (City) to perform traffic and design engineering services for the Duportail Street Corridor Improvements from Keene Rd. to Queensgate Dr.; improvements of the Keene Rd intersection are not part of the project. Two additional turning lanes for the Queensgate Dr. intersection are included in the project. Professional services will include traffic study and analysis, roadway design, stormwater design, municipal water and sewer design, dry utility relocation coordination, cultural resources assessment and public involvement outreach.

The Duportail Corridor Improvements Project is funded with local and Transportation Improvement Board (TIB) funds, City of Richland Traffic Impact Fees (TIF) and Benton County Capital Program funds; Federal funds are not included in this project.

II. Overall Project Description/Background

Duportail St. is classified as a Five-Lane Principal Arterial with four travel lanes, a center turn lane and bike lanes. Sidewalks through the Duportail corridor are curb-tight. The intersections at Kennedy Rd. and the entrance to Vintner Square are uncontrolled along the Duportail alignment and stop controlled for the branching alignments. Three legs of the Duportail-Queensgate intersection are principal arterials and the west leg is a major collector (WSDOT Functional Classification Map). Each leg of the intersection contains through and turning lanes with each leg containing a unique configuration. The Duportail corridor has thirteen commercial driveway entrances and an intersection with Kennedy Rd.

The areas on both sides and surrounding the Duportail corridor are rapidly growing with commercial development creating heavy traffic and turning maneuvers. The Department of Natural Resources (DNR) has terminated a 300-acre orchard operation just north of Duportail St. and the property has been zoned commercial, institutional and residential which will increase traffic through the Duportail corridor. Costco is one of the first developments on the former DNR land and will generate an immediate impact to Duportail St. once it is operational.

The City plans to mitigate future traffic congestion and improve safety through the Duportail corridor by constructing multilane roundabouts at the intersections with Kennedy and Vintner Square entrance and an access control median along Duportail St. The City also plans to improve traffic flow through the Duportail-Queensgate intersection by adding two turning lanes; SB to WB and EB to NB.

III. Assumptions

The following assumptions were used in the development of the following scope of work. Additional task specific assumptions are included with specific task throughout Section IV. Scope of Work.

- The design project is expected to be completed by December 31, 2025, the project will bid early January 2026 and construction is anticipated to start early spring of 2026.
- The project will not have federal funding; therefore, a NEPA Checklist is not required.
- All impacts to lane widening at the Queensgate-Duportail intersection will be limited to the north corner/quadrant of the intersection. One traffic signal pole and associated push buttons will be relocated. Based upon preliminary review of sidewalks, existing public infrastructure and City of Richland GIS mapping the anticipated improvements will not require additional ROW.
- Bonneville Power Administration (BPA) has an easement for their transmission/distribution lines on the north side of Queensgate. Review of the ROW survey provided by the City and BPA's easement will be required prior to traffic signal modification on the north corner of the Duportail and Queensgate intersection.
- Duportail Street has a normal crown, and the new access control median will not require new stormwater infrastructure.
- A Cultural Resources Survey will be completed in compliance with the State Environmental Protection Act (SEPA) and Executive Order 21-02. No additional state or federal regulations are applicable to this project.
- The SEPA threshold determination is anticipated to be a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS).
- The project is anticipated to disturb approximately 1.3 acres. During construction, stormwater runoff from land disturbing activities could enter the existing municipal stormwater system that does have connection to the Yakima River through ponds and pipe networks; therefore, coverage under the NPDES Construction Stormwater General Permit will be required.

IV. Scope of Work

Task 1: Project Management and Administration

Consultant shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the traffic study and analysis, roadway design, stormwater design, municipal water and sewer design, dry utility relocation coordination, cultural resources assessment and public involvement outreach and data gathering.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated markups; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables:

- Monthly invoices, and project status reports.
- Project documentation.

Subtask 1.2: Meetings

This item includes preparing for and facilitating regular meetings to successfully complete the project.

- The Consultant will organize and hold bi-weekly Consultant team discipline lead meetings with meeting agendas and minutes.
- The Consultant will schedule meetings with the City; project kick-off, design review meetings (30%, 60%, 90% and final PS&E review). The Consultant's project manager will attend in person and other team discipline leads will attend virtually.
- The consultant will organize and hold project meetings with representatives from the City and utilities, as needed. The Consultant's project manager will attend in person and other team discipline leads will attend virtually. The number of meetings is assumed to be:
 - Utility coordination: municipal and franchised utilities kick-off and follow up at each deliverable (30%, 60%, 90% and final plan review)– Up to five meetings, two consultant staff members, two hours each.
 - Private sign owner(s) – two meetings, one consultant staff member, two hours each.

Deliverables:

- Meeting agendas and meeting summaries delivered within five working days of the meeting.

Subtask 1.3: Management, Coordination, and Direction

- The consultant will provide management, coordination, and direction to the project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the project. The consultant shall integrate this strategy into the overall management approach.
- The consultant shall prepare and maintain a project design schedule. The schedule will identify consultant tasks, major milestones and deliverables, and items provided by the City and other consultants. The schedule shall be updated every week or as circumstances require.
- The consultant shall coordinate consultant tasks and activities with the City. This will include using review milestone and intermediate meetings to plan and coordinate upcoming activities.
- The consultant shall coordinate with private and public utilities, including water, sewer, power, phone, cable, gas, and other utilities.

- The Consultant's proposed engineering design schedule is:

City Council Award	May 6, 2025
Executed Contract	May 19, 2025
Kickoff Meeting	Week of May 25 th
30% Roll Map Submittal	July 14, 2025
Consultant Submit ROW Needs List	July 14, 2025
30% City Review Comments (2 Weeks)	July 28, 2025
60% P&E Submittal	August 28, 2025
60% City Review Comments (3 Weeks + Holiday)	September 19, 2025
90% PS&E Submittal	October 10, 2025
90% City Review Comments (2 Weeks + Holiday)	October 27, 2025
Final PS&E Submittal	November 17, 2025
Final City Review Comments (2 Weeks + Holiday)	December 8, 2025
Design Wrap Up and Prep for Bidding Submittal	December 19, 2025

Deliverables:

- Project schedule and schedule updates (PDF format).
- Summary notes of coordination efforts.
- List of ROW acquisition needs.

Task 2: Survey

Subtask 2.1: City Provided Survey Data

Consultant will submit topographic survey extents and level of detail to the City and request record drawings for underground municipal utilities and infrastructure. The City will provide topographic and right-of-way (ROW) survey data to Consultant for engineering design and ROW procurement exhibits. Upon receipt of the survey data, Consultant will:

- Field verify the topographic survey data represented in the City provided survey. Consultant will notify the City if additional survey data is required after the field verification.
- Convert the City provided survey surface into a Civil3D file to be used for engineering design.
- Review record drawings and incorporate pertinent information into the survey file.

Assumptions:

- The City will provide the topographic and ROW survey to the Consultant.
- The City will provide record drawings for City owned stormwater, water, sewer, electric and fiberoptic utilities within the project footprint. The City's GIS maps will be used to fill in information that is not available from record drawings.

Task 3: Traffic Analysis

The approach described below was developed with the project schedule in mind. This task will determine the roundabouts' lane configurations and inscribed circle diameters, and it will identify the traffic signals' queue lengths and storage lengths of travel lanes. The analysis will be based on the Costco traffic impact analysis (TIA) mitigations and will refine and verify the analysis to ensure that the proposed improvements will meet

future transportation needs. The City has selected roundabouts as the preferred new intersection control at the Kennedy Road intersection and the Vintner Square (Walmart-Target) driveway, and no additional comparisons will be necessary. Future horizon year will include the roundabouts and traffic signal. The WSDOT SIDRA criteria will guide the roundabout analysis.

Subtask 3.1: Traffic Analysis and Future Traffic Demand & Access Management Plan

Near-Term Analysis

The project team will work with the City to analyze the 2028 near-term traffic conditions based on the full build-out of the Costco site and of the in-process projects and on the proposed project improvements including access restrictions. The near-term analysis will provide PM peak hour turning movements for the project intersections.

Long-Term Demand

The project team will work with the City and the Benton-Franklin Council of Governments (BFCOG) to verify that long-term transportation improvements and the future DNR land development are accurately reflected within the 20-year horizon travel demand model. The team will post-process the travel demand model traffic volumes to generate turning movements for the weekday PM peak hour at the project intersections.

Access Management Plan

Consultant will support the 30% design with evaluation of the impacts on traffic circulation by the proposed medians to restrict driveways on Duportail Street, from full access to right-turn-in and right-turn-out movements. The preferred alternative is to restrict all driveways except Vintner Square driveway to have limited access.

The initial access management plan will be a continuous median on Duportail St. from Keene Rd. to Queensgate Dr. The access management plan will be determined in the 30% roll map. All driveways should be counted to assess access restriction impacts on the two proposed roundabouts.

Bicycle and Pedestrian Enhancement

The proposed near-term improvements will include bicycle and pedestrian improvements at the roundabouts and the traffic signal within the 30% design. The planned bicycle facility will transition from bike lane sidewalk and back to bike lanes. The pedestrian ramps and crossings will meet ADA and MUTCD criteria at the roundabouts and the traffic signal.

Network Analysis Report

The project team will provide required documentation materials to include capacity analysis for the two proposed roundabouts and the traffic signal modification. Consultant will use the most recent analysis software platforms recommended by WSDOT: a combination of SIDRA for roundabouts and Synchro for signals. The alternatives will include the number of lanes needed to meet capacity, the amount of turn lane storage needed to meet queue lengths, and network analysis to verify the accurate trip distribution and turning movement volumes. This Consultant analysis report will inform the 30% and 60% design of the roundabouts and traffic signal.

Task 4: Environmental Review and Documentation

The Duportail Street Corridor Improvements project will be funded through Washington State Transportation Improvement Board (TIB) funds, City funds from Traffic Impact (TIF) Fees and the Benton County Capital Program. Federal funding will not be used for this project; therefore, a NEPA review process is not required.

Assumptions:

- NEPA Checklist is not required.

Subtask 4.1: Cultural Resources

The Duportail Street Corridor Improvements project will be funded through Washington State Transportation Improvement Board (TIB) funds, City funds from Traffic Impact (TIF) Fees and Benton County Capital Program.

In the State of Washington, Executive Order (EO) 21-02 requires all state agencies implementing or assisting capital projects using funds appropriated in the State's biennial Capital Budget to consider how future proposed projects may impact significant cultural and historic places. To do so, agencies and groups are required to notify the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and concerned tribes and afford them an opportunity to review and provide comments about potential project impacts (Governor's EO 21-02 [formerly 05-05] | Washington State DAHP).

Additional mitigations may be required depending on consultation with DAHP and Consulting Parties.

The following are the main cultural resources tasks needed for this project:

- Prepare and submit an EZ-1 form for the project area to meet EO 21-02. The City will submit the EZ-1 form to DAHP, TIB, and to the local tribes. Consultant can assist with these steps, if needed.
- Conduct background research for known historic and archaeological resources.
- Conduct an archaeological pedestrian survey of the project area. Given the heavy traffic and potential hazards, a pedestrian survey will be carried out in the accessible and safe areas.
- Shovel Test Probes (STPs) will not be placed in the project area.
- Consultant will prepare a cultural resources technical report for the project .
 - The report will summarize the project and discuss the coverage and outcomes of previous studies. The project description, location, and environmental setting; background review; field survey methodologies and results; recommendations of NRHP eligibility for resources; and conclusions and recommendations will be summarized in one cultural resource technical report.
 - A draft of the report will be provided for review to the project team and City, and once approved will be submitted to the City and uploaded to DAHP's online database (WISAARD).
- Develop an Inadvertent Discovery Plan for the project.

Assumptions:

- A Cultural Resources Survey will be completed in compliance with the State Environmental Protection Act (SEPA) and Executive Order 21-02. No additional state or federal regulations are applicable to this project.
- No Traditional Cultural Properties (TCP) studies will be conducted.
- No additional archaeological sites will be identified during background research or fieldwork. If an archaeological site is identified during the survey, additional fee may be required to determine if the site is eligible for listing in the National Register of Historic Places (NRHP). If the site is found to be eligible for listing in the NRHP, mitigation may be necessary. Mitigation is not included in this scope of work.

- No previously unrecorded Historic Properties (NRHP eligible irrigation canals, historic buildings, or other archaeological sites) are located within the project area. If additional Historic Properties are identified, a revised scope of work and additional funding will be required.
- Access to the project area will be given 7 days a week.
- One set of draft report comments provided by the City will be addressed.
- One set of draft report comments provided by The Agencies/Consulting Parties will be addressed.
- Required fieldwork will be limited to pedestrian survey. A revised scope of work and adjusted fee will be required if supplemental fieldwork is necessary.
- No mitigation, site evaluations, or cultural resources monitoring will be required. If monitoring is required, a revised scope of work and additional funding will be required.
- No laboratory analysis or artifact curation will be required for this project. If laboratory analysis or artifact curation is needed, a revised scope of work and additional funding will be required.
- All estimates for project completion are based on optimal site access and weather conditions. Adverse weather conditions may impede fieldwork and lengthen project schedules.
- If local, state, or federal agencies require additional fieldwork including STPs, expanded shovel testing or unit excavation in order to comply with applicable regulations/guidelines a revised scope of work and adjustment of fee will be required.

Deliverables

- EZ-1 form for the project area to meet EO 21-02. The City will submit the EZ-1 form to DAHP, TIB, and to the local tribes. Consultant can assist with these steps if needed.
- Draft and Final Cultural Resources Technical Report if required.
- Inadvertent Discovery Plan.

Subtask 4.2: NPDES Construction Stormwater General Permit

The consultant shall coordinate with Ecology and prepare and submit a Construction Stormwater General Permit application and transfer of permit to the selected contractor. The consultant staff will prepare the permit application and Notice of Intent (NOI). The NOI will be provide to the City for submittal to the local newspaper. The consultant will prepare the Transfer of Coverage and Notice of Termination forms for the City and contractor signature and submittal, which will constitute transfer of coverage to the contractor.

In addition, the consultant will prepare the SWPPP to be kept at the site during construction:

- Permit Application
- NOI
- SWPPP
- Transfer of Coverage Form
- Notice of Termination Form

Subtask 4.3: SEPA Documentation and Approval

It is anticipated that a SEPA Checklist will be required. The consultant will complete a SEPA checklist in accordance with SEPA (RCW 43.21C) and SEPA Rules (WAC 197-11).

Assumptions:

- The City Planning Department will be the lead agency and will prepare the SEPA threshold determination.
- The SEPA threshold determination is anticipated to be a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS).
- A SEPA Environmental Impact Statement is not required.

Deliverables:

- Draft SEPA CE Documentation Form/Checklist (one electronic copy).
- Final SEPA CE Documentation Form/Checklist (one electronic copy).

Task 5: Design Engineering: Plans, Specifications & Estimate (PS&E)

The consultant will perform the engineering for the Duportail Street Corridor Improvements and will be responsible for providing engineering services for the deliverables outlined below.

- 30% design roll map (preliminary).
- 60% design (P&E).
- 90% design (PS&E).
- 100% final design (PS&E).
- QA/QC.

Assumptions:

- Site Preparation sheets will not be required for the access control median portions of the project.

The following sheet index, Table 1, was assumed to define overall design effort for each of the anticipated milestone deliverables through life of the project.

Table 1. Milestone Delivery Schedule

Sheet Name	30% Design	60% Design	90% and Final Design
Duportail Street Corridor Improvements (1 Roll Map)	1	-	-
Cover Sheet	-	1	1
Legend	-	1	1
Alignment & ROW (1"=100')	-	2	2
Typical Sections	-	5	5
Staged Detour Plans (1"=200')	-	-	2
Temporary Traffic Control Plans & Details (1"=200')	-	-	4
Site Preparation and Demolition Plan (1"=20')	-	4	4
TESC Plans – All Stages (1"=50')	-	-	3
Roadway Plan Duportail Non-Roundabout Stacked (1"=50')	-	2	2
Roadway Plan and Profile Queensgate Intersection (1"=20')	-	2	2

Duportail Street Road Plan and Profile at Kennedy (1"=20')	-	2	2
Kennedy Road Road Plan and Profile (1"=20')	-	2	2
Duportail - Kennedy Roundabout Geometry (1"=20')	-	1	1
Duportail - Kennedy Roundabout Grading (1"=20')	-	1	1
Duportail at Kennedy Splitter Island Grading (1"=10')	-	2	2
Kennedy Splitter Island Grading (1"=10')	-	2	2
Duportail Street Road Plan and Profile at Vintner Square Driveway (1"=20')	-	2	2
Vintner Square Driveway Road Plan and Profile (1"=20')	-	2	2
Duportail - Vintner Square Roundabout Geometry (1"=20')	-	1	1
Duportail - Vintner Square Roundabout Grading (1"=20')	-	1	1
Duportail at Vintner Square Splitter Island Grading (1"=10')	-	2	2
Vintner Square Splitter Island Grading (1"=10')	-	2	2
Duportail ADA Grading (1"=10')	-	-	1
Queensgate Intersection ADA Grading (1"=10')	-	-	2
Kennedy Roundabout ADA Grading (1"=10')	-	-	4
Vintner Square Roundabout ADA Grading (1"=10')	-	-	4
Duportail Signing and Striping Stacked (1"=50')	-	2	2
Queensgate Intersection Signing and Striping Stacked (1"=20')	-	2	2
Kennedy Roundabout Striping (1"=20')	-	1	1
Kennedy Roundabout Signing (1"=20')	-	1	1
Vintner Square Roundabout Striping (1"=20')	-	1	1
Vintner Square Roundabout Signing (1"=20')	-	1	1
Sign Legend	-	-	1
Sign Schedule	-	-	2
Kennedy Roundabout Illumination Plan (1"=20')	-	1	1
Vintner Roundabout Illumination Plan (1"=20')	-	1	1
Queensgate Intersection Striping Plan (Roll Map)	1	-	-
Queensgate Intersection Traffic Signal Plan (1"=20')	-	1	1
Queensgate Intersection Traffic Signal Pole Chart and Details	-	1	1
Queensgate Intersection Traffic Signal Wiring	-	2	2
General Details	-	-	3
Total Sheets	2	51	77

Subtask 5.1: Kickoff Meeting

The consultant will conduct a kickoff meeting with the City. The scope of the kickoff meeting is to facilitate communication between the City and consultant to further identify project goals, concerns and expectations.

Assumptions:

- City Public Works and utility departments staff with knowledge and decision-making authority will participate in the meeting to provide input on the planned improvements and identify known and anticipated conflicts.
- Two Consultant design leads will participate in the meeting.
- City will select one of two formats for the access control median, this will become the basis for design:
 - a. Wide island with curb and concrete center, will not allow buffered bike lanes.
 - b. Single curb will allow buffered bike lanes.

Deliverables:

- Roll map containing aerial imagery and survey data as provided by the City.

Subtask 5.2: 30% Roll Map

The consultant will develop preliminary design based upon recommendations developed during the traffic analysis. The preliminary design will include the roundabouts, access control median, roadway widening at the Queensgate intersection and traffic signal relocation.

The 30% preliminary design will be based upon WSDOT, FHWA and City of Richland design standards.

30% design will identify impacts on municipal and franchise utilities and private properties.

Design tasks include the following:

- Roundabout layout; the proposed roundabout will fit traffic needs and seek to limit impacts to existing infrastructure and ROW . Design for each roundabout includes:
 - Fastest path calculations.
 - Truck turning analysis.
 - Intersection sight evaluations.
 - Active transportation, bicycle and pedestrian, design features and accommodations.
- Preliminary design and layout of the access control median.
- Preliminary design and layout of additional turn lanes at the Queensgate intersection.
- Compute quantities and prepare an engineer's estimate of construction costs.

Assumptions:

- The roundabout vertical design will not be completed at this stage.
- The roundabout shall be designed for a WB-40 or smaller vehicle to remain within its lane and will accommodate a WB-67 with lane staggering.
- Fastest paths will implement the lane-by-lane calculation method utilized for hybrid roundabouts (2-1).
- New bus pullouts at transit stops are not included in this scope of work.
- Geotechnical information for stormwater will be sourced through previous stormwater reports and documentation.
- The City will approve the 30% design concepts or direct the consultant on desired design revisions, approval of preliminary design or direction provided by the City at the 30% review meeting will become the basis for the remaining design phases.

Deliverables:

- Traffic analysis report.
- Roll map detailing improvements based upon preliminary design.
- Roundabout layout and size documentation including:
 - a. Geometric schematic plan for each roundabout.
 - b. Fastest path calculations.
 - c. Truck turning analysis.
 - d. Intersection sight evaluations.
 - e. Turning movement diagrams.
- Preliminary opinion of probable cost.

Subtask 5.3: 60% P&E

The consultant will address review comments on the 30% design and develop construction documents to the 60% design stage. These documents will consist of plans, a bid item list and an opinion of probable construction cost.

The 60% plans shall include assumed sheet list as outlined in Table 1.

Assumptions:

- The City will direct the consultant to plan for closing Duportail at each roundabout during construction to reduce construction time for the roundabouts or plan to phase construction of the roundabouts to maintain traffic on Duportail.

Deliverables:

- Revised fastest path calculations.
- Revised truck turning analysis.
- Preliminary stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, preliminary stormwater report.
- Calculated quantities and a 60% engineer's opinion of probable cost.
- 60% plans, PDF of (22 inches by 34 inches).

Subtask 5.4: 90% PS&E

The consultant will address review comments on the 60% design and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost and anticipated construction schedule.

The 90% plans shall include assumed sheet list as outlined in Table 1.

Assumptions:

- None.

Deliverables

- Final stormwater report.
- Calculated quantities and a 90% engineer's opinion of probable cost.
- 90% plans, PDF of (22 inches by 34 inches).
- Project special provisions.

Subtask 5.5: Final PS&E

The consultant will address review comments on the 90% design and develop construction documents to the final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost and anticipated construction schedule.

The final plans shall include assumed sheet list as outlined in Table 1.

Assumptions:

- The City will receive the deliverables listed below from the Consultant and compile the final bid/contract documents.

Deliverables

- Calculated quantities and a final engineer's opinion of probable cost.
- Final plans, PDF of (22 inches by 34 inches).
- Final project special provisions, bid proposal, reports and assessments for the bid/contract documents.
- Anticipated construction schedule.
- Preparation of the NPDES permit application, if required, and posting the NOI in an appropriate local newspaper.
- Preparation of UIC registration forms.
- Preparation of the project SWPPP.

Subtask 5.6: QA/QC and Constructability Review

The consultant will provide quality assurance/quality control (QA/QC) for all design work in accordance with the consultant's QA/QC standards. The consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

Deliverables

- Comment tracking spreadsheet responding to and closing City review comments from previous milestone submission.

Task 6: Queensgate Intersection Traffic Signal Design: Plans, Specifications & Estimate (PS&E)

The consultant will perform the engineering for the Queensgate intersection traffic signal in the north corner/quadrant of the Queensgate-Duportail intersection. Milestone sequencing of design and deliverables will follow the format presented in Task 5 Design Engineering Plans, Specification & Estimate (PS&E)

The traffic signal plans shall include assumed sheet list as outlined in Table 1 and define the overall design effort.

Assumptions:

- Lane widening will be restricted to the north corner/quadrant of the intersection, only one traffic signal pole and associated push buttons relocation will be included in the design.

- Currently the signal pole is approximately twenty-feet from the Bonneville Power Administration overhead lines, this scope assumes the signal pole can be moved closer to the overhead power and remain outside OSHA and easement restrictions.
- A BPA ROW permit will be required.

Deliverables

- 30% - Preliminary layout shown on the 30% roll map.
- 60% - Plan sheets as detailed in Table 1 along with opinion of probable cost.
- 90% - Plans sheets and as detailed in Table 1 along with special provisions and opinion of probable cost.
- Final - Plans sheets and as detailed in Table 1 along with special provision and opinion of probable cost.

Task 7: Utility Coordination

Subtask 7.1: Utility Coordination

Consultant will contact utilities within the project limits and obtain existing system mapping and review mapping for consistency with project base map.

Conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.

Identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings:

Up to five group utility meetings will be organized and facilitated to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities to maximize compatibility of relocation designs and utility and roadway construction sequencing. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and consultant team members.

Conflict Identification, Analysis, and Recommended Resolution:

Consultant will identify and analyze utility conflicts and compile and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

The Consultant will produce utility conflict plan sheets based on an updated (30%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public ROW, and comments. This subtask assumes six different utility operators.

Finalize conflict analysis and conflict spreadsheets based on 60% design plans

Conflict Notification and Utility Relocations:

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a conflict notice with attached conflict list and map. Assume up to six different utility operators. Notice shall require a utility response in the form of a

proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to 10 total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Private Sign Relocation Coordination:

Consultant will coordinate with the private sign "Home 2 Suites By Hilton" Owner to relocate the sign. Consultant will conduct up to two virtual meetings with the sign Owner.

Assumptions:

- The City will provide a list of City owned and franchise utilities in the project corridor.
- The City will provide contact information for franchise utilities.
- The City will provide utility plans, GIS and other supporting documents for City utilities within the project corridor.
- Potholing of utilities, if required, will be performed by the City.
- The anticipated utility providers are:
 - a. City of Richland power.
 - b. City of Richland fiber.
 - c. Cascade Natural Gas.
 - d. Charter.
 - e. Zipply.
 - f. Bonneville Power Administration.
- The City will submit applications as may be required to Bonneville Power Administration, the consultant will provide supporting documentation.
- The City will support the Consultant during coordination and negotiations of the private sign relocation. The Consultant will endeavor to limit the City's efforts during the coordination but reserves the right to request support from the City if the sign owner is averse to relocating the sign.

Deliverables:

- Meeting agendas and summaries for each utility meeting (two total).
- Final contact and communication log.
- Utility conflict memo at updated 30% plans.
- Conflict notice letters and attachments for each utility.
- 60% utility conflict analysis based on design plans.
- Review and comments on utility relocation plans.
- Draft contact and communication log for utility coordination.
- Meeting agendas and summaries for meetings with the private sign Owner
- Draft contact and communication log for sign relocation coordination.

Task 8: Geotechnical Engineering

Geotechnical exploration and reporting are not included in this scope of work.

Assumptions:

- Pavement sections will be based upon city standard details.
- Infiltration rates required for stormwater design will be gathered from previous stormwater reports prepared for previous projects in the corridor.

Task 9: Right-of-Way

The Consultant will provide coordination documentation such as maps of required right-of-way and easement acquisitions to the City for coordination with the ROW consultant. The Consultant will prepare supporting documents as detailed in Subtask 9.1: Right-of-Way Support for acquisitions, the ROW consultant will perform all other ROW work.

Subtask 9.1: Right-of-Way Support

Legal Descriptions/Exhibit Maps for Right-of-Way Acquisitions/Easements

The following parcel list, Table 2, identifies the parcels that may be impacted by the roadway improvements and utility relocations.

Table 2. Anticipated Impacted Parcels

Kennedy Rd Intersection		
Parcel ID	Parcel Owner	
301451	HAPO COMMUNITY CREDIT UNION	1
308303	FIRST RICHLAND L.P.	1
300827	DUPORTAIL PLAZA LLC	1
300347	WORNICK RICHLAND LLC	1
300346	REAL PROPERTY ACQUISITIONS LLC	1
Vintners Square Commercial Driveway Intersection		
Parcel ID	Parcel Owner	
294933	FIRST RICHLAND L.P.	1
294938	FIRST RICHLAND L.P.	1
294934	FIRST RICHLAND L.P.	1
301292	AION LLC	1
301293	HOME DEPOT USA INC STORE 4746	1
304761	WAL MART REAL ESTATE BUSINESS	1
296513	DORAN ENTERPRISES LLC	1
	Total ROW	12

The Consultant will:

- Prepare legal descriptions and exhibits for right-of-way, temporary construction easement and utility easement acquisition. It is assumed that there will be 24 legal descriptions/exhibits to prepare (12 right-of-way acquisitions/dedications, 6 temporary construction easements and 6 utility easements).

Assumptions:

- The Consultant is providing exhibits and legal descriptions for ROW acquisition, the City is managing all other ROW work.
- No right-of-way acquisition is required for improvements to the Queensgate intersection lane widening based upon preliminary review of sidewalks, public infrastructure and City GIS maps.

Deliverables:

- Up to 24 legal descriptions and exhibits.

Task 10: Critical Areas

Review of the City's Critical Areas GIS map indicates the project outside critical areas and therefore critical areas work is not part of this project.

Task 11: Public Involvement

Subtask 11.1: Open House

Consultant will attend one open house meeting and prepare up to four project boards for presentation during the meeting. The purpose of the meeting is to educate the public about the project and demonstrate the design, anticipated construction impacts and anticipated construction schedule. Consultant will prepare up to four exhibits to be uploaded to the City's project website during design and construction.

Assumptions:

- The City will lead public involvement and the Consultant will support by providing exhibits and attending the open house.
- The City will provide a meeting place for the open house and distribute notifications of the project and open house meeting.
- The City will host the open house and provide the desired meeting materials, with the exception of the project boards.
 - a. The Consultant will design the project boards, and the City will perform up to two (2) reviews.
 - b. The Consultant will arrange for printing of the project boards, and the City will cover the printing cost.
- The City will create and maintain the desired project web page.

Deliverables:

- Two Consultant discipline leads will attend the open house meeting, up to 3 hours for the open house.

- Up to four project boards for the open house meeting.
- Up to four exhibits to be used on the project website.

Task 12: Project Management and Design Engineering Services During Construction

The consultant, during the construction of the project, will provide limited bidding and engineering services. The anticipated construction engineering services are described as follows:

Subtask 12.1: Construction Bidding Support

The consultant will respond to questions from bidders and city staff through the bidding process (assumes 28 hours of effort).

Deliverables:

- Electronic responses to bidder inquiries, and requests for information (RFI) through the City staff.
- Answer questions.

Subtask 12.2: Construction Support

The consultant will respond to questions from the Contractor and city staff through the Construction process (assumes 55 hours of effort).

Deliverables:

- Electronic responses to contractor RFIs through the City staff.
- Answer questions.
- Attend preconstruction conference.

Task 13: Record Drawings

Subtask 13.1: Prepare Record Drawings

Consultant will prepare record drawings based upon as-built drawings submitted by the Contractor's as-built survey and information from the City's inspector/engineer.

Assumptions:

- Construction contract documents will require the Contractor to maintain as-built drawings which will be provided to the Consultant.
- The Contractor will provide as-built survey to the Consultant.

Deliverables:

- Record drawings, PDF of (22 inches by 34 inches).

V. City Deliverables to the Consultant

Project Coordination

The City will assist the consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners, and the public. The City will provide staff to meet and discuss the project with the consultant as needed. The City will provide written comments pertaining to the design submittals.

The City will provide the following documents, files and information to the Consultant:

- Copy of the TIB award letter for the Duportail Street Corridor Improvements project.
- The topographic and ROW survey.
- Record drawings for City owned stormwater, water, sewer, electric and fiberoptic utilities within the project footprint. The record drawings will be supplemented with the City GIS information.
- Stormwater reports for previous projects within the project footprint.
- List of City owned and franchise utilities in the project corridor.

Draft

Exhibit C

Duportail Street Corridor Improvements

City of Richland, Washington

Thursday, April 24, 2025

PBS

Design Services															PBS	SUBCONSULTANTS		SUB	Design Engineering
Task and Description	ENG - MANAGER VII	ENG - MANAGER VI	ENG V	ENG IV	ENG III	ENG II	ENG I	Eng Intern	Tech IV	Survey VII	Survey IV	Graphic Designer	PRJ ADMIN III	Expense	TOTAL	B&N	GRAM NW Cultural	TOTAL	BUDGET AMOUNT
Task 1: Project Management and Administration	144.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00		36,540.00	3,000.00	0.00	3,000.00	39,540.00
Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports	19.00												20.00		7,165.00	2,000.00		2,000.00	\$9,165.00
Sub-Task 1.2.1: Consultant Team Meetings Bi-Weekly	38.00														8,930.00	1,000.00		1,000.00	\$9,930.00
Sub-Task 1.2.2: City-Consultant Meetings	30.00														7,050.00			0.00	\$7,050.00
Sub-Task 1.3: Management, Coordination, and Direction	57.00														13,395.00			0.00	\$13,395.00
Task 2: Surveying	2.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00		5,902.00	0.00	0.00	0.00	5,902.00
Sub-Task 2.1: City Provided Data	2.00				24.00				8.00						5,902.00			0.00	\$5,902.00
Task 3: Traffic Analysis	10.00	0.00	80.00	0.00	0.00	0.00	138.00	0.00	0.00	0.00	0.00	0.00	0.00		37,546.00	4,000.00	0.00	4,000.00	41,546.00
Sub-Task 3.1: Traffic Analysis and Future Traffic Demand & Access Management Plan	10.00		80.00				138.00								37,546.00	4,000.00		4,000.00	\$41,546.00
Task 4: Environmental Review and Documentation	6.00	0.00	0.00	0.00	6.00	18.00	0.00	16.00	0.00	0.00	0.00	0.00	0.00		7,024.00	0.00	7,600.00	7,600.00	14,624.00
Sub-Task 4.1: Cultural Resources	2.00				2.00	2.00								100.00	1,200.00		7,600.00	7,600.00	\$8,800.00
Sub-Task 4.2: NPDES Construction Stormwater General Permit	2.00				4.00			16.00							3,082.00			0.00	\$3,082.00
Sub-Task 4.3: SEPA Documentation and Approval	2.00					16.00									2,742.00			0.00	\$2,742.00
Task 5: Design Engineering: Plans, Specifications & Estimate (PS&E)	257.00	206.00	0.00	260.00	0.00	734.00	112.00	108.00	0.00	0.00	0.00	0.00	0.00		286,377.00	33,000.00	0.00	33,000.00	319,377.00
Sub-Task 5.1: Kickoff Meeting	21.00					24.00								500.00	8,843.00			0.00	\$8,843.00
Sub-Task 5.2: 30% Roll Map	72.00	40.00		64.00		160.00		24.00							62,960.00	15,000.00		15,000.00	\$77,960.00
Sub-Task 5.3: 60% P&E	40.00	32.00		84.00		260.00	32.00	40.00							78,084.00	8,000.00		8,000.00	\$86,084.00
Sub-Task 5.4: 90% PS&E	40.00	52.00		72.00		180.00	64.00	24.00							71,428.00	2,500.00		2,500.00	\$73,928.00
Sub-Task 5.5: Final PS&E	40.00	32.00		40.00		110.00	16.00	20.00							43,972.00	2,500.00		2,500.00	\$46,472.00
Sub-Task 5.6: QA/QC and Constructability Review	44.00	50.00		0.00											21,090.00	5,000.00		5,000.00	\$26,090.00
Task 6: Queensgate Signal Design	10.00	0.00	40.00	0.00	60.00	0.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00		33,026.00	0.00	0.00	0.00	33,026.00
Sub-Task 6.1: Signal Design	10.00		40.00		60.00		88.00								33,026.00			0.00	\$33,026.00
Task 7: Utility Coordination	35.00	0.00	0.00	0.00	106.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		26,563.00	0.00	0.00	0.00	26,563.00
Sub-Task 7.1: Utility Reconnaissance of Project	1.00				8.00										1,619.00			0.00	\$1,619.00
Sub-Task 7.2: Utility Meetings and Private Sign Meetings	14.00				28.00										8,134.00			0.00	\$8,134.00
Sub-Task 7.3: Conflict Identification, Analysis, and Recommended Resolution	8.00				40.00										8,800.00			0.00	\$8,800.00
Sub-Task 7.4: Conflict Notification and Utility Relocations	12.00				30.00										8,010.00			0.00	\$8,010.00
Task 8: Geotechnical Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Sub-Task 8.1: No Scope															0.00			0.00	\$0.00
Task 9: Right-of-Way	12.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	48.00	144.00	0.00	0.00		37,620.00	0.00	0.00	0.00	37,620.00
Sub-Task 9.1: Right-of-Way Support (24 Acquisitions, TCEs and Utility Easements)	12.00					24.00				48.00	144.00				37,620.00			0.00	\$37,620.00
Task 10: Critical Areas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Sub-Task 10.1: No Scope															0.00			0.00	\$0.00
Task 11: Public Involvement	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	0.00		11,015.00	0.00	0.00	0.00	11,015.00
Sub-Task 11.1:Open House	17.00											32.00		1,000.00	8,675.00			0.00	\$8,675.00
Sub-Task 11.2: Exhibits for Project Website	8.00											4.00			2,340.00			0.00	\$2,340.00
Task 12: Project Management and Design Engineering Services During Construction	23.00	0.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		13,925.00	0.00	0.00	0.00	13,925.00
Sub-Task 12.1: Construction Bidding Support	8.00					20.00									4,720.00			0.00	\$4,720.00
Sub-Task 12.2: Construction Support	15.00					40.00									9,205.00			0.00	\$9,205.00
Task 13: Project Closeout	6.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00		4,290.00	0.00	0.00	0.00	4,290.00
Sub-Task 13.1: Record Drawings	6.00							24.00							4,290.00			0.00	\$4,290.00
TOTAL HOURS	530.00	206.00	120.00	260.00	196.00	836.00	338.00	148.00	8.00	48.00	144.00	36.00	20.00						
HOURLY RATES	235.00	215.00	195.00	185.00	173.00	142.00	142.00	120.00	160.00	210.00	148.00	115.00	135.00						
TOTAL DOLLARS	124,550.00	44,290.00	23,400.00	48,100.00	33,908.00	118,712.00	47,996.00	17,760.00	1,280.00	10,080.00	21,312.00	4,140.00	2,700.00	1,600.00	499,828.00	40,000.00	7,600.00	47,600.00	547,428.00

Design Budget \$ 470,598.00

Construction CM Budget \$ 29,230.00

Design Total Budget \$ 529,213.00

Construction CM Total Budget \$ 18,215.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-65, Authorizing a Sixth Amendment to the Consultant Agreement with Consor North America, Inc. (d/b/a MurraySmith, Inc.) for the Wastewater Treatment Plant Aeration Basin Retrofit Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-65

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-65, authorizing the City Manager to sign and execute a sixth amendment to Contract No. 39-20 with Consor North America, Inc. (d/b/a Murraysmith, Inc.) for the Wastewater Treatment Plant Aeration Basin Retrofit project.

Summary:

The City's Wastewater Treatment Plant (the "Plant") is regulated by state and federal laws to safeguard the environment from pollutants present in municipal wastewater. The Plant's existing aeration basin facilities and equipment are in need of rehabilitation to ensure adequate capacity and serviceability. The 2021-2026 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Plant Aeration Basin Improvements.

In February 2020, Council adopted Resolution No. 31-20, approving a consultant agreement with Murraysmith, Inc. to complete retrofit analysis and design services for the Plant's aeration basin facilities (see Richland Contract No. 39-20). Subsequent amendments to the agreement were executed as follows:

- December 2020, a first amendment extended the contract period to July 1, 2022 (administratively executed).
- July 2021, a second amendment adjusted the scope, budget, and schedule to accommodate additional project efforts (Resolution No. 81-21).
- June 2022, a third amendment was approved to expand Murraysmith, Inc.'s scope to support the bid process and construction oversight (Resolution No. 2022-78).
- November 2024, a fourth amendment extended the contract to March 31, 2025 (administratively executed).
- April 2025, a fifth amendment extended the contract through December 31, 2026 (administratively executed).

Murraysmith, Inc. was acquired by Consor in 2021. Consor, a national engineering and consulting firm, acquired Murraysmith, Inc. and Quincy Engineering to expand its presence in the Western United States. As part of Consor, Murraysmith's teams continue to work on water and transportation infrastructure projects for public agencies.

This sixth amendment to the consultant agreement includes additional scope to perform close-out documentation and provide support during the contractor warranty period. The scope was negotiated at a good value to the City.

Staff recommends adoption of Resolution No. 2025-65.

Fiscal Impact:

The proposed amendment is valued at \$67,754, bringing the total contract value to \$1,116,000 inclusive of all prior amendments. The project is funded by the Wastewater Utility Fund, and approximately \$100,000 remains available in the Aeration Basin project budget.

Attachments:

1. Resolution No. 2025-65
2. Proposed Amendment No. 6 to Contract No. 39-20

RESOLUTION NO. 2025-65

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A SIXTH AMENDMENT TO THE CONSULTANT AGREEMENT WITH CONSOR NORTH AMERICA, INC. (D/B/A MURRAYSMITH, INC.) FOR THE WASTEWATER TREATMENT PLANT AERATION BASIN RETROFIT PROJECT.

WHEREAS, the City's Wastewater Treatment Plant (the "Plant") is subject to state and federal regulations to protect the environment from pollutants carried by municipal wastewater; and

WHEREAS, the Plant's existing aeration basin facilities and equipment are in need of rehabilitation and repairs to ensure adequate capacity and serviceability; and

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Plant Aeration Basin Improvements; and

WHEREAS, on February 18, 2020, through Resolution No. 31-20, Richland City Council authorized a consultant agreement with Murraysmith, Inc. to complete the retrofit analysis and design for the Plant's aeration basin facilities (*see* Richland Contract No. 39-20; the "Agreement"); and

WHEREAS, in December 2020, the Agreement was amended under administrative authority to extend the contract term to July 1, 2022; and

WHEREAS, on July 6, 2021, through Resolution No. 81-21, Richland City Council authorized a second amendment to the Agreement to adjust the scope, budget and schedule to accomplish additional efforts; and

WHEREAS, on June 7, 2022, through Resolution No. 2022-78, Richland City Council authorized a third amendment to the Agreement authorizing Murraysmith, Inc. to provide procurement and construction oversight support for the Project; and

WHEREAS, in November 2024, a fourth amendment to the Agreement was administratively executed to extend the contract period to March 31, 2025; and

WHEREAS, in April 2025, a fifth amendment to the Agreement was administratively executed to extend the contract period to December 31, 2026; and

WHEREAS, a sixth amendment is needed to add funding to the Agreement to cover the Project close-out documentation and contractor warranty period; and

WHEREAS, in 2021, Murraysmith, Inc. was acquired by Consor, a national engineering and consulting firm that is now successor-in-interest to the City's consultant agreement with Murraysmith, Inc.

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 sixth amendment to Contract No. 39-20 with Consor North America, Inc. (d/b/a Murraysmith, Inc.) in the amount of \$67,754.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



CITY OF RICHLAND AGREEMENT WITH
CONSOR NORTH AMERICA, INC
(D/B/A MURRAYSMITH, INC.)

CONTRACT NO. 39-20
AMENDMENT NO. 6

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 39-20, related to **WWTF Aeration Basin Retrofit**. The Agreement was fully executed on **2/28/2020**. The expiration date of the Agreement is **12/31/2026**. 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. 39-20 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A**, which is hereby incorporated into Contract No. 39-20.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$67,754. The new contract value is now \$1,116,100.
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:

Conсор North America, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney

AMENDMENT - SCOPE OF WORK WWTP AERATION BASIN RETROFIT CITY OF RICHLAND, WA

Background

Consor (Consultant) designed the Richland WWTP Aeration Basin Retrofit project and is currently supporting the City of Richland (City) in the execution and oversight of its construction. As a result of the costs of rebidding the construction work, extended construction duration, and higher than anticipated facility start-up assistance; the budget for the Consultant's bidding and construction phase services were exceeded in February of 2025. In addition, the City has requested that Consultant also provide support during the one-year warranty period after construction is complete.

The following Scope of Services amends the scope and budgets from the previous Bidding and Construction Services Scope of Work. The following describes the anticipated remaining additional work efforts.

Scope of Services

Task 1 - Project Management

Consultant will manage and monitor the status of the Consultant team's work. This task includes project invoicing and budget status tracking, general communications and coordination with the Consultant's design team and the City, and other general administrative and project management activities.

A budget adjustment is included to cover past additional work and up to 24 manhours for future efforts.

Deliverables

- Monthly invoice and progress report (PDF electronic format)

Task 2 – Front-End Document Modification

Work is complete.

Task 3 – Bid Phase Assistance

Work is complete. Budget adjustment included to cover the additional cost of rebidding the construction work.

Task 4 – Construction Phase Assistance

Budget adjustment included to cover estimated effort to complete remaining activities described below.

Remaining Activities

Construction Coordination Discussions & Meetings

Consultant will attend construction coordination discussions and meetings with the City and Contractor on an as-needed basis. Eighteen (18) manhours of Consultant time and \$1,000 of subconsultant effort was assumed to establish a budget estimate for this activity.

Clarifications, Interpretations, and Change Orders

Consultant will assist in issuing necessary clarifications and interpretations of the Contract Documents as well as review and/or generate Change Orders, Change Proposal Requests, Field Orders, and Work Change Directives, as required. With construction nearly complete, minimal effort is anticipated. Eight (8) manhours of Consultant time and \$750 of subconsultant effort was assumed to establish a budget estimate for this activity.

Submittals, Shop Drawings and Samples

Review and assign an action response in respect to Submittals, Shop Drawings and Samples, and other data which Contractor is required to submit. The remaining effort is anticipated to primarily consist of reviews of final manufacturer O&M submittals for compliance with previous review comments and review of resubmittals if needed. Sixteen (16) manhours of Consultant time and \$1,000 of subconsultant effort was assumed to establish a budget estimate for this activity.

Start-Up & Operational Assistance

Provide on-call technical assistance to the City for the startup and operation of the new facilities. Potential work includes items such as aeration system set point analysis and optimization, energy efficiency incentive payment verification support, a follow-up facility process and operations overview operator presentation, etc. Sixteen (16) manhours of Consultant time, one site visit, and \$1,000 of subconsultant effort was assumed to establish a budget estimate for this activity.

Operation and Maintenance Manual

The remaining activities includes minor final draft edits of the City's existing O&M manual to incorporate the changes made to the facility as well as compilation of the yet to be finalized equipment operation and maintenance (O&M) manuals and other product literature provided by Contractor into a final compiled O&M project package. Twenty (20) manhours of Consultant time, one site visit, and \$500 of subconsultant effort was assumed to establish a budget estimate for this activity.

Substantial Completion & Final Notice of Acceptability of the Work

Consultant will provide on-call assistance to the City to access and troubleshoot the start-up and substantial completion of Aeration Basin 1. This work was previously completed for Aeration Basin 2. If requested, the Consultant may also conduct a final inspection to determine if the completed work of Contractor is acceptable. Based on the results of this inspection, Consultant will work with the City to develop a final punch list. The City shall be responsible for final approval as needed by the permitting authorities (e.g. – Building Department and Ecology’s Declaration of Construction Completion) as well as reviewing documents such as warrantees, bonds, certificates, release of liens or other documents required for the Contractor to obtain final payment.

Budget assumes up to 24 manhours, one site visit, and \$2,000 of subconsultant effort.

Record Drawings

Consultant shall prepare record drawings based on information provided by Contractor and the City. The estimated budget for this work assumes that record drawing redlines provided to the Consultant are complete and require nominal review and augmentation. Budget estimate is based on an average of forty-five (45) minutes of time per sheet.

One Year Warranty Support

Consultant will support the City with the evaluation and resolution of project performance and/or construction issues identified during the post construction one-year warranty period. Thirty (30) manhours of Consultant time and \$2,500 of subconsultant effort was assumed to establish a budget estimate for this activity.

Deliverables

- RFI and Change Order documents (PDF electronic format), as needed
- Submittal review responses (PDF electronic format)
- Final compiled O&M project package (PDF electronic format)
- Final Punch List (PDF electronic format)
- Record Drawing Set (PDF electronic format)

Budget

Due to the variability and unknown nature of the work required, the work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the project, which will be made at the Consultant’s current 2025 Hourly Rates, plus Direct Expenses incurred. The budgets by task are rough estimates only and may need to be modified if the aggregate work required exceeds that estimated.

The original budgets amounts by task, expenditures at the end of February 2025, and the estimated budgets necessary to complete the remaining work are outlined in the table below. This table includes task budget adjustments to address task overruns and additional budget needs. A

breakdown of the remaining work budget estimates is provided in the attached Fee Estimate sheet.

Consultant will manage the work identified to the total authorized budget amount which shall not be exceeded without prior written authorization from the City. When any budget increase is approved by the City, Consultant's excess costs expended prior to such an increase for work will be allowable to the same extent as if such costs had been incurred after the approved increase.

Task	Original Budget	Spent 2/28/25	Budget Adjustment	Amended Budget
Task 1 - Project Management	\$24,475	\$35,254	\$16,335	\$40,810
Task 2 – Front-End Modification	\$9,040	\$8,839	(\$201)	\$8,839
Task 3 – Bid-Phase Assistance	\$30,699	\$44,101	\$13,402	\$44,101
Task 4 – Construction Phase Assist.	\$335,107	\$312,322	\$38,218	\$373,325
TOTAL	\$399,321	\$400,516	\$67,754	\$467,075

WWTP Aeration Basin Retrofit - Bidding and Construction Support (estimated remaining effort)
City of Richland, WA
FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)											
	Principal Engineer V	Professional Engineer IV	Professional Engineer V	Engineering Designer VI	Administrative III	Hours	Labor	Subconsultants	Total with Markup	Expenses	CADD Units \$18/hr	Total
	AndersonCra	ProbstDer	KirbyWil	BlacketterTod				General Sub Allowance				
Task 1 - PROJECT MANAGEMENT												
Invoices/Progress Reports	6				6	12	\$ 2,778		\$ -	\$ -	\$ -	\$ 2,778
City and Team Coordination	6				6	12	\$ 2,778		\$ -	\$ -	\$ -	\$ 2,778
Task 1 Subtotal	12	0	0	0	12	24	\$ 5,556	\$ -	\$ -	\$ -	\$ -	\$ 5,556
Task 4 - CONSTRUCTION PHASE SERVICES												
Construction Coordination Discussions & Meetings	6	6	6			18	\$ 4,386	\$ 1,000	\$ 1,100	\$ -	\$ -	\$ 5,486
Clarifications, Interpretations, and Change Orders	2	2	2	2		8	\$ 1,888	\$ 750	\$ 825	\$ -	\$ 36	\$ 2,749
Submittals, Shop Drawings, and Samples	4	12				16	\$ 3,656	\$ 1,000	\$ 1,100	\$ -	\$ -	\$ 4,756
Start-Up & Operational Assistance	16					16	\$ 5,264	\$ 1,000	\$ 1,100	\$ 650	\$ -	\$ 7,014
Operation and Maintenance Manual	4	8			8	20	\$ 3,948	\$ 500	\$ 550	\$ -	\$ -	\$ 4,498
Substantial Completion & Final Notice of Acceptability of Work	8	8	8			24	\$ 5,848	\$ 2,000	\$ 2,200	\$ 650	\$ -	\$ 8,698
Record Drawings	3		15	30	3	51	\$ 10,884	\$ 5,400	\$ 5,940	\$ -	\$ 540	\$ 17,364
One Year Warranty Support	14	7	7		2	30	\$ 7,688	\$ 2,500	\$ 2,750	\$ -	\$ -	\$ 10,438
Held Fees from February 2025 Invoice (overbudget)						0	\$ -		\$ -	\$ 1,195	\$ -	\$ 1,195
Task 4 Subtotal	57	43	38	32	13	183	\$ 43,562	\$ 14,150	\$ 15,565	\$ 2,495	\$ 576	\$ 62,198
TOTAL - ALL TASKS	69	43	38	32	25	207	\$ 49,118	\$ 14,150	\$ 15,565	\$ 2,495	\$ 576	\$ 67,754



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2025-66, Authorizing Award of Bid to VSS International, Inc. for the 2025 Slurry Seal Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-66

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-66, authorizing the City Manager to sign and execute a construction contract with VSS International, Inc. for the 2025 Slurry Seal project.

Summary:

The 2025-2030 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program"). The Program is implemented annually using a range of resurfacing technologies selected to most cost-effectively preserve the City's street surfaces. Slurry seal is a resurfacing technology ideal for resurfacing local streets and paved parking lots that require maintenance, but do not warrant a full asphalt overlay or reconstruction.

All project development and design work required for the 2025 Slurry Seal project has been completed. To maximize efficiency and value, two (2) municipal parking lots located within the vicinity of the planned slurry seal projects were added to the scope during project development.

In accordance with the City's purchasing policies, bids were solicited and opened on April 8, 2025. Of the two (2) bids received, VSS International Inc. submitted the lowest responsible bid. Sufficient budget capacity is available to complete the project using the lowest responsible bid.

Staff recommends adoption of Resolution No. 2025-66.

Fiscal Impact:

The 2025 Capital Improvement Plan (CIP) allocates \$2,730,000 for the Pavement Preservation Program and \$450,000 for the Parks & Facilities Parking Lot and Recreational Pathway Renewal Program. These allocations fully fund the 2025 Slurry Seal project, which is estimated at \$473,273.26, including construction, contingency, and construction management. The budget allocation consists of \$411,448.50 from the Pavement Preservation Program and \$61,824.76 from the Parking Lot and Pathway Renewal Program.

Attachments:

1. Resolution No. 2025-66
2. 2025 Slurry Seal Project Bid Tab - ITB#25-0021

RESOLUTION NO. 2025-66

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO VSS
INTERNATIONAL, INC. FOR THE 2025 SLURRY SEAL
PROJECT.**

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the “Program”); and

WHEREAS, the Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City’s street surfaces; and

WHEREAS, slurry seal is a resurfacing technology selected by the City for treatment of local streets and paved parking lots in need of resurfacing, but whose need does not rise to an asphalt overlay or reconstruction treatment; and

WHEREAS, all project development and design work required to advance this year’s Slurry Seal Project to construction has been completed; and

WHEREAS, to maximize efficiency and value, two (2) municipal parking lots that serve city parks and are located within the vicinity of the identified slurry seal projects were added to the scope of work during project development; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with two (2) bids received and opened on April 8, 2025; and

WHEREAS, VSS International, Inc. submitted the lowest responsible bid of the two (2) bids received; and

WHEREAS, the Pavement Preservation Program budget is adequate to complete the Project using the lowest responsible bid; and

WHEREAS, the City’s best interests are served by completing this year’s Slurry Seal Project in accordance with the Capital Improvement Plan, 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 VSS International, Inc. in the amount of \$473,273.26, and to execute change orders in an aggregate amount not to exceed \$48,000 as needed to fulfill the 2025 Slurry Seal Project’s design intent.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: April 8, 2025	ITB # 25-0021
2025 SLURRY SEAL	

				ENGINEER'S ESTIMATE		VSS INTERNATIONAL INC WEST SACRAMENTO, CA		DOOLITTLE CONSTRUCTION LLC SNOQUALMIE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCH A - COR STREETS								
A-1	Mobilization	1	LS	\$60,000.00	60,000.00	16,026.00	16,026.00	40,000.00	40,000.00
A-2	SPCC Plan	1	LS	1,000.00	1,000.00	4,980.00	4,980.00	2,000.00	2,000.00
A-3	Project Temporary Traffic Control	1	LS	30,000.00	30,000.00	63,728.90	63,728.90	32,782.35	32,782.35
A-4	Portable Changeable Message Sign	240	HR	10.00	2,400.00	9.72	2,332.80	10.00	2,400.00
A-5	Tree Trimming	1	LS	10,000.00	10,000.00	13,533.48	13,533.48	2,000.00	2,000.00
A-6	Type II Slurry Seal	123,819	SY	2.36	292,212.84	2.40	297,165.60	2.75	340,502.25
A-7	Removing Plastic Line	394	LF	0.75	295.50	2.38	937.72	2.20	866.80
A-8	Removing Plastic Crosswalk Line & Stop Bar	848	SF	7.50	6,360.00	2.16	1,831.68	2.00	1,696.00
A-9	Paint Line	213	LS	1.25	266.25	2.16	460.08	2.00	426.00
A-10	Wide Paint Line	142	LS	2.35	333.70	3.24	460.08	3.00	426.00
A-11	Plastic Crosswalk Line (Preformed)	960	SF	10.00	9,600.00	9.72	9,331.20	9.00	8,640.00
A-12	Plastic Stop Bar	24	SF	8.00	192.00	14.04	336.96	13.00	312.00
A-13	Plastic Traffic Arrow	1	EA	150.00	150.00	324.00	324.00	300.00	300.00
SCH A - COR STREETS SUBTOTAL				\$412,810.29		\$411,448.50		\$432,351.40	
0% SALES TAX				-		-		-	
SCH A - COR STREETS TOTAL				\$412,810.29		\$411,448.50		\$432,351.40	
	SCH B - PARKING LOTS								
B-1	Mobilization	1	LS	\$5,000.00	5,000.00	2,526.00	2,526.00	950.00	950.00
B-2	Project Temporary Traffic Control	1	LS	5,000.00	5,000.00	2,500.00	2,500.00	4,000.00	4,000.00
B-3	Portable Changeable Message Sign	200	HR	10.00	2,000.00	9.72	1,944.00	10.00	2,000.00
B-4	Tree Trimming	1	LS	1,500.00	1,500.00	2,160.00	2,160.00	500.00	500.00
B-5	Type II Slurry Seal	13,502	SY	2.50	33,755.00	3.00	40,506.00	3.00	40,506.00
B-6	Paint Line	4,710	LF	1.25	5,887.50	0.65	3,061.50	0.60	2,826.00
B-7	Paint Access Parking Space Symbol	11	EA	75.00	825.00	81.00	891.00	75.00	825.00
B-9	Paint Loading Zone Hatch	1,536	SF	2.50	3,840.00	0.65	998.40	0.60	921.60
B-10	Parking Label Stencil	53	EA	\$25.00	1,325.00	43.20	2,289.60	40.00	2,120.00
SCH B - PARKING LOTS SUBTOTAL				\$59,132.50		\$56,876.50		\$54,648.60	
8.7% SALES TAX				5,144.53		4,948.26		4,754.43	
SCH B - PARKING LOTS TOTAL				\$64,277.03		\$61,824.76		\$59,403.03	
SCH A - COR STREETS				\$412,810.29		\$411,448.50		\$432,351.40	
SCH B - PARKING LOTS				\$64,277.03		\$61,824.76		\$59,403.03	
GRAND TOTAL				\$477,087.32		\$473,273.26		\$491,754.43	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2025-67, Authorizing Award of Bid to Doolittle Construction, LLC for the 2025 Microsurfacing Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-67

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-67, authorizing the City Manager to sign and execute a construction contract with Doolittle Construction, LLC for the 2025 Microsurfacing project.

Summary:

The 2025-2030 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program"). The Program is implemented annually using a range of technologies selected to most cost-effectively preserve the City's street surfaces. At this time, all project development and design work for the 2025 Microsurfacing Project has been completed, and the project is ready to advance to delivery.

In accordance with the City's purchasing policies, bids were solicited and opened on April 8, 2025. One (1) bid was received from Doolittle Construction, LLC, which came in slightly under the engineer's estimate. Sufficient budget capacity is available to complete the project based on the bid received.

Staff recommends adoption of Resolution No. 2025-67.

Fiscal Impact:

The 2025 Capital Improvement Plan (CIP) allocates \$2,730,000 for the Pavement Preservation Program. This funding fully supports the 2025 Microsurfacing project, which is estimated at \$467,000 and includes construction, contingency, and construction management costs.

Attachments:

1. Resolution No. 2025-67
2. 2025 Microsurfacing Project Bid Tab - ITB#25-0020

RESOLUTION NO. 2025-67

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO DOOLITTLE
CONSTRUCTION, LLC FOR THE 2025 MICROSURFACING
PROJECT.**

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the “Program”); and

WHEREAS, the Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City’s street surfaces; and

WHEREAS, all project development and design work required to advance this year’s Microsurfacing Project to construction has been completed; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with one (1) bid received and opened on April 8, 2025; and

WHEREAS, Doolittle Construction, LLC submitted the lowest responsible bid; and

WHEREAS, the Pavement Preservation Program budget is adequate to complete the Project using the lowest responsible bid; and

WHEREAS, the City’s best interests are served by completing this year’s Microsurfacing Project in accordance with the Capital Improvement Plan, 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 Doolittle Construction, LLC in the amount of \$424,000, and to execute change orders in an aggregate amount not to exceed \$43,000 as needed to fulfill the 2025 Microsurfacing Project’s design 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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: April 8, 2025	ITB # 25-0020
2025 MICROSURFACING	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		DOOLITTLE CONSTRUCTION SNOQUALMIE, WA			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCH A - BASE BID								
1	Mobilization	1	LS	\$45,000.00	45,000.00	40,000.00	40,000.00		-
2	SPCC Plan	1	LS	1,000.00	1,000.00	2,000.00	2,000.00		-
3	Roadway Surveying	1	LS	15,000.00	15,000.00	5,000.00	5,000.00		-
4	Project Temporary Traffic Control	1	LS	60,000.00	60,000.00	62,809.76	62,809.76		-
5	Portable Changeable Message Signs (PCMS)	500	HR	12.00	6,000.00	10.00	5,000.00		-
6	Tree Trimming	1	LS	5,000.00	5,000.00	2,000.00	2,000.00		-
7	Microsurfacing Type III	48,396	SY	4.50	217,782.00	4.95	239,560.20		-
8	Temporary Pavement Markings - Short Duration	46,392	LF	0.25	11,598.00	0.22	10,206.24		-
9	Paint Line	31,320	LF	0.40	12,528.00	0.25	7,830.00		-
10	Painted Wide Line	15,072	LF	0.60	9,043.20	0.30	4,521.60		-
11	Plastic Stop Line (Preformed)	300	LF	12.50	3,750.00	17.00	5,100.00		-
12	Plastic Crosswalk Line (Preformed)	704	SF	7.50	5,280.00	9.00	6,336.00		-
13	Plastic Traffic Arrow (Preformed)	17	EA	200.00	3,400.00	225.00	3,825.00		-
14	Plastic Bicycle Lane Symbol (Preformed)	22	EA	200.00	4,400.00	310.00	6,820.00		-
15	Plastic Shared Marking Symbol (Preformed)	6	EA	200.00	1,200.00	325.00	1,950.00		-
16	Removing Plastic Line	33,354	LF	0.45	15,009.30	0.30	10,006.20		-
17	Removing Plastic Crosswalk Line	620	SF	3.25	2,015.00	2.00	1,240.00		-
18	Removing Plastic Stop Line	260	SF	3.25	845.00	2.00	520.00		-
19	Removing Plastic Traffic Marking	17	EA	60.00	1,020.00	75.00	1,275.00		-
20	Permanent Signing	1	LS	13,500.00	13,500.00	7,500.00	7,500.00		-
21	Removing Signs	1	LS	500.00	500.00	500.00	500.00		-
SCH A - BASE BID SUBTOTAL					\$433,870.50		\$424,000.00		\$0.00
NO SALES TAX					-		-		-
SCH A - BASE BID TOTAL					\$433,870.50		\$424,000.00		\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-68, Authorizing an Amendment to the Washington State Department of Transportation Grant Agreement for the Central Richland Active Transportation Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-68

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-68, authorizing the City Manager to sign and execute an amendment to the Washington State Department of Transportation funding agreement for the Central Richland Active Transportation Improvements Project.

Summary:

The City's 2025 - 2030 Transportation Improvement Program (TIP) includes the Central Richland Active Transportation Improvements Project, which was incorporated into the TIP by Resolution No. 2024-128. The Washington State Department of Transportation (WSDOT), through its Active Transportation Assistance Program (ATAP), awarded the City \$54,000 in technical assistance funding, which was accepted through Resolution No. 2024-68 on March 21, 2024.

WSDOT has since identified an additional \$100,000 in ATAP funding to further support the City's planning efforts by providing technical assistance that enhances its competitiveness for future ATAP opportunities. No matching funds are required.

The City's best interests are served by approving the amended funding agreement with ATAP to help improve pedestrian and bicycle infrastructure to enhance the quality of life for Richland's transportation users.

Staff recommends adoption of Resolution No. 2025-68.

Fiscal Impact: \$100,000 in grant funding will be added to the Central Richland Active Transportation Improvements design project. No matching funds are required.

Attachments:

1. Resolution No. 2025-68
2. Proposed Agreement Supplement I to Contract No. 420-24

RESOLUTION NO. 2025-68

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE FUNDING AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION ACTIVE TRANSPORTATION ASSISTANCE PROGRAM FOR THE CENTRAL RICHLAND ACTIVE TRANSPORTATION IMPROVEMENTS PROJECT.

WHEREAS, the City's 2025-2030 Transportation Improvement Program (TIP) includes a project entitled Central Richland Active Transportation Improvements Project (the "Project"); and

WHEREAS, the Central Richland Active Transportation Improvements Project includes location selection, treatment identification, and design of active transportation improvements for safety and connectivity within central Richland's highest need and nearby high need equity areas; and

WHEREAS, the Project was adopted into the TIP by Richland City Council on September 17, 2024 via Resolution No. 2024-128; and

WHEREAS, active transportation includes walking, biking, using a mobility-assistive device such as a wheelchair or walker, using micro-mobility devices, and using electric-assist devices such as e-bikes and e-foot scooters; and

WHEREAS, the Washington State Department of Transportation (WSDOT) Active Transportation Assistance Program (ATAP) provided funding to the City of Richland in the amount of \$54,000, which was accepted by Richland City Council via Resolution No. 2024-68 on May 21, 2024 (*see* Contract No. 420-24); and

WHEREAS, the ATAP is a WSDOT program that helps small towns, rural areas, and tribal governments in Washington deliver high-quality active transportation projects by providing technical assistance and funding to support projects that improve safety and mobility for pedestrians and bicyclists; and

WHEREAS, since accepting the original grant, WSDOT has identified an additional \$100,000 of ATAP funding available to the City of Richland without a matching requirement; and

WHEREAS, the City's best interests are served by accepting additional ATAP funds to increase the City's opportunities to improve pedestrian and bicycle infrastructure for the betterment of Richland's transportation users.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an amendment to the Local Programs State Funding Agreement for the 2024 Washington State Department of Transportation Active Transportation Assistance Program (Contract No. 420-24).

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Agency City of Richland		Supplement Number
Project Number HLP - ATDW(011)	Agreement Number LA11054	1

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Title Central Richland Active Transportation Improvements

Termini Various

Description of Work ☒ No Change

Pedestrian and bicycle improvements at various locations in central Richland (revised timeline and specifics of two deliverables).

Reason for Supplement

Authorize additional Planning funds.

Advertisement Date: _____

Indirect Cost Rate ☐ Yes ☒ No

Type of Work		Estimate of Funding				
		(1) Previous Agmt. / Suppl. Funds	(2) Supplement Funds	(3) Estimated Total Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE or Planning	a. Agency	\$ 4,000.00	\$ 9,500.00	\$ 13,500.00		\$ 13,500.00
	b. Other Consultant	\$ 49,500.00	\$ 90,500.00	\$ 140,000.00		\$ 140,000.00
	c. Other					
	d. State Services	\$ 500.00	\$ 0.00	\$ 500.00		\$ 500.00
	e. Total PE Cost Estimate	\$ 54,000.00	\$ 100,000.00	\$ 154,000.00	\$ 0.00	\$ 154,000.00
RW	f. Agency					
	g. Other					
	h. Other					
	i. State Services					
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State Services					
	q. Total CN Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate		\$ 54,000.00	\$ 100,000.00	\$ 154,000.00	\$ 0.00	\$ 154,000.00

AGENCY

BY: _____

STATE

BY: _____

Director, Local Programs

Title: _____

Agency Date: _____ Date Executed: _____

Instructions – Supplement Local Programs State Funding Agreement

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplement Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement to the original agreement.
3. **Project Number** – Enter the project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Title** – Enter the project's title.
6. **Termini** – Enter the begin and end points of the project.
7. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed since the previous supplement, or original agreement if Supplement Number 1, put a check mark in the "No Change" box.
8. **Reason for Supplement** – Enter the reason for this supplement. Examples: Increase PE to current estimate; authorize construction phase; adjust construction to award amount.
9. **Advertisement Date** – At construction phase authorization only, enter the proposed construction contract advertisement date.
10. **Indirect Cost Rate**
 - a. Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized by the agency must be provided with the Local Programs State Funding Agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by WSDOT and/or State Auditor.
 - b. Check the No box if the agency will not be claiming indirect costs on the project.
11. **Type of Work and Funding** (Round all amounts to the nearest whole dollar).
 - a. **Column 1** – Enter the amounts by type of work from column 1 of the original Local Programs State Funding Agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last Supplement – Local Programs State Funding Agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Column 4** – Enter the amount of agency funds by type of work. Note: Column 4 amounts plus column 5 amounts must equal amounts in column 3 by type of work.
 - e. **Column 5** – Enter the amount of state funds by type of work. Note: Column 4 amounts plus column 5 amounts must equal amounts in column 3 by type of work.
 - f. **State Services** – All authorized phases must have funding for state services. Enter the estimated amounts in columns 1 through 5 as described above.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (include month, day, and year). Note: Do NOT enter a date on the Date Executed line.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-69, Authorizing a Consultant Agreement with Commonstreet Consulting, LLC for Right-of-Way Acquisition Services

Department/Office
Public Works

Ordinance/Resolution Number:
2025-69

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-69, authorizing the City Manager to sign and execute a consultant agreement with Commonstreet Consulting, LLC for right-of-way acquisition services.

Summary:

The City of Richland has multiple capital improvement projects that require various types of right-of-way (ROW) services, including the acquisition of construction easements, permanent easements, and parcel areas for new right-of-way dedications. The City has established ROW procedures that comply with federal requirements for funded projects and requirements, and periodically requires consultant support to supplement city staff. Consultant personnel must possess WSDOT certifications in key service areas such as appraisal, appraisal review, administrative offer summaries, acquisition negotiations, relocation, and project funding estimates.

To procure these services, the City conducted a competitive Request for Qualifications (RFQ) process in accordance with the City's purchasing policies. The City received six (6) responses to the RFQ. However, of the six (6) responses received, only one (1) firm met all required WSDOT certification criteria. Commonstreet Consulting, LLC was selected as the most qualified consultant to meet the City's needs.

The City's Transportation Improvement Program (TIP) and the 2024-2029 Capital Improvement Plan (CIP) both include the Downtown Connectivity Improvements Project (the "Project"), which will require multiple partial ROW acquisitions, including temporary easements, permanent easements, and/or fee takes. A scope of work and budget has been negotiated with Commonstreet Consulting, LLC for ROW acquisition services related to the Project. Future amendments to the consultant agreement may include services for additional acquisition services for the Duportail Street Corridor Improvements project and the Center Parkway South project as those projects reach the ROW acquisition phase.

Staff recommends adoption of Resolution No. 2025-69.

Fiscal Impact:

The contract is valued at \$295,641.80 for right-of-way acquisition services related to the Downtown Connectivity project. The Streets Capital Fund has sufficient capacity to support this work, with approximately \$410,000 available from Real Estate Excise Tax (REET) revenues.

Attachments:

1. Resolution No. 2025-69
2. Proposed Agreement - Commonstreet Consulting, LLC

RESOLUTION NO. 2025-69

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH
COMMONSTREET CONSULTING, LLC FOR RIGHT-OF-WAY
ACQUISITION SERVICES.**

WHEREAS, the City of Richland has multiple capital improvement projects that require various types of right-of-way services, including acquiring construction easements, permanent easements, and parcel areas for new right-of-way dedications; and

WHEREAS, the City has a right-of-way procedure that meets all requirements for federally funded projects; and

WHEREAS, the City's Transportation Improvement Program (TIP) and the 2024-2029 Capital Improvement Plan (CIP) both include a project entitled Downtown Connectivity Improvements Project (the "Project"); and

WHEREAS, the Project will require multiple partial right-of-way acquisitions consisting of temporary easements, permanent easements, and/or fee takes; and

WHEREAS, right-of-way acquisition is a highly regulated and time-consuming activity that requires specialized professional knowledge and certifications; and

WHEREAS, the City's best interests are served by acquiring professional support to execute these activities; and

WHEREAS, the consultant must have WSDOT certifications in the following areas: appraisals, appraisal review, administrative offer summaries, acquisition negotiations, relocation, and project funding estimates; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit a consultant for right-of-way services for the Project along with other City projects, including but not limited to the Duportail Street Corridor Improvements and Center Parkway South; and

WHEREAS, the City received six (6) responses to the RFQ; and

WHEREAS, of the six (6) responses received, only one (1) was considered responsive to all required WSDOT certification categories; and

WHEREAS, Commonstreet Consulting, LLC was selected as the most qualified vendor to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with Commonstreet Consulting, LLC for right-of-way acquisition services to support the Project; and

WHEREAS, future amendments to the scope of work are anticipated to include right-of-way acquisition services for the Duportail Street Corridor Improvements and Center Parkway South when those projects are ready for the right-of-way phase of work.

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 consultant agreement with Commonstreet Consulting, LLC in the amount of \$295,641.80 for right-of-way acquisition services for the Downtown Connectivity Improvements 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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****Downtown Connectivity Right-of-Way Services**

This Agreement is entered into this _____ day of May, 2025 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Commonstreet Consulting, LLC** ("**Consultant**"), a Washington limited liability company with service at 92 Lenora St., PMB 125, Seattle, WA 98121. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ #25-0036
 4. ☒ Exhibit B: Solicitation No. RFQ #25-0036 proposal response submitted by Consultant dated March 21, 2025.
 5. ☒ Additional Documents – Exhibit C: Fee Summary .

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by June 30, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on June 30, 2026.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Two Hundred Ninety-Five Thousand Six Hundred Forty-One and 80 Cents (\$295,641.80)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710

Contact Name: Morgan Bishop
Name of Firm: Commonstreet Consulting LLC
Address: 92 Lenora St., PMB 125
Address: Seattle, WA 98121
Email: morgan@csrow.com
Phone Number: (509) 868-3950

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See Attached.

Draft



COMMONSTREET

CONSULTING

92 Lenora St, PMB 125
Seattle, WA 98121
(206)920-4017

info@csrow.com
www.csrow.com



April 18, 2025

Sheldon Williamson, P.E.

City of Richland Public Works
625 Swift Blvd., MS-26
Richland, WA. 99352

Re: Scope and Fee Proposal – City of Richland – Richland Downtown Connectivity Project

Thank you for the opportunity to provide right of way services for this important roads preservation project for the City of Richland. It is our understanding that Commonstreet is providing turn-key right of way services for the Richland Downtown Connectivity project. This work will include pre-acquisition support services, valuations, property owner negotiations, acquisition documentation, and Federal Highways Administration (FHWA) certification support.

Scope Summary and Project Understanding

This project will include the conversion of George Washington Way between the Jadwin intersection and Symons Street into a 3 lane, one-way northbound street, converting Jadwin Avenue into a 3-lane one-way southbound street between Symons and the GWW intersection, and road improvements. The fee proposal provided herein are based upon an assumption of potential ROW impacts affecting up to thirty four (34) Benton County tax parcels. It is assumed there will be fee stip takes and/or temporary and/or permanent easements. It is understood that any change in scope will require an amendment in scope and fee. All right of way activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the City's WSDOT Approved ROW Procedures. This is a total amount not to exceed (NTE) budget and allocation between subtasks is for reference only and does not constitute separate budgets for each subtask.

Assumptions

- FHWA ROW Certification will be required.
- The City requires no more than thirty four (34) partial acquisitions consisting of temporary easements, permanent easements, and/or fee takes.
- There are no full acquisitions.
- Design changes to include additional parcels may require scope and fee revisions.
- No occupants or personal property will be displaced requiring relocation services and no relocation services will be required.
- Commonstreet will utilize WSDOT templates and provide to the City for review and approval.
- No more than thirty four (34) Waiver valuations will be required.

- If impacts make an Waiver Valuation ineligible, an appraisal and appraisal review will be completed. Appraisal and appraisal reviews will require additional scope and fee.
- Title reports will be provided by the City.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- If the Notice to Proceed (NTP) is received after 120 days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.

Best regards,

Morgan Bishop
Senior Project Manager

Scope of Services

Task 1.0 – ROW Project Management

- Prepare for and attend early design development meetings as requested by the City or the project team;
- Provide pre-acquisition services as requested by the City or project team to support early design development, including timing on correspondence with property owners, potential ROW impacts, and input on design, if needed;
- Prepare project funding estimate;
- Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with WSDOT requirements;
- Provide written and oral status updates on right of way activities;
- Provide oversight to all aspects of the right of way program;
- Review City's approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act and WSDOT requirements;
- Provide oversight of ROW activities to comply with WSDOT certification requirements;
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks;
- Coordinate title reviews.

Task 2.0 – Title Searches and Review

- Create state and federal compliant project files for each parcel;
- Request the City order new and/or updates to existing title commitments;
- Review title reports for each parcel and identify each exception;
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction.

Task 3.0 – Valuation Services

- Coordinate valuation task and any subconsultants;
- Provide all documentation required to complete Appraisal Waivers supporting City's Determinations of Value and integrate findings into offer packages.

- Commonstreet will manage Right of Way Team sub-consultants to prepare the Appraisal Waivers or prepare the Appraisal Waivers in-house;
- Coordinate the development of the determination of value as provided by the appraiser.

Task 4.0 - Negotiations, Administrative Settlements, QA/QC

- Project file set-up;
- Review of all valuation and compensation data;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver and present offer packages;
- Negotiate settlements, and draft justification memos when necessary;
- Clear encroachments to comply with federal and state requirements;
- Additionally, includes support preparing condemnation ordinance(s) when required.

Task 5.0– WSDOT Certification and File Close Out

- Collaborate with City during certification process;
- Set up client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files;
- Compile completed/closed files to provide to FHWA;
- Address any items brought forth by FHWA;
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to City for retention.

Deliverables

- When/if property owners agree to settlement, executed offer packages.
- Completed acquisition files that adhere to Federal standards for certification.

Exhibit C

	Scope and Fee Table Summary				
	City of Richland - Richland Downtown Connectivity Project				
	4/18/2025			Indirect Cost Rate	119.58%
				Fixed Fee %	30.00%
	Tasks	Job Classifications	Fully Burdened NTE Rate	Qty.	Total
1.0	Project Management and Administration			0	\$0.00
		Senior Project Manager / Senior Field Manager	\$185.81	360	\$66,891.60
				0	\$0.00
2.0	Title Review			0	\$0.00
		Senior ROW Technician	\$131.03	340	\$44,550.20
				0	\$0.00
				0	\$0.00
3.0	Appraisal and Appraisal Review Coordination			0	\$0.00
		Appraisal subconsultant @ 34 Waiver Valuations	\$2,000.00	34	\$68,000.00
				0	\$0.00
4.0	Negotiations, Administrative Settlements, and QA/QC			0	\$0.00
		Right of Way Agent	\$90.00	1050	\$94,500.00
				0	\$0.00
6.0	File management, Document control			0	\$0.00
		Project Control Specialist	\$104.40	180	\$18,792.00
				0	\$0.00
	Labor Hours Total			1784	\$292,733.80
	Expenses	Type	Rate	Qty.	Total
	Other Direct Costs (ODC's)	Certified mailings	\$15.00	34	\$510.00
		Lodging (GSA rate Benton County)	\$130.00	3	\$390.00
		Per Diem (GSA rate Benton County)	\$86.00	3	\$258.00
		Mileage at current federal rate	0.7	2500	\$1,750.00
	Expense Total				\$2,908.00
	Contract Total				\$295,641.80



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2025-70, Authorizing a Second Amendment to the Professional Services Agreement with InfoSend, Inc. for Utility Bill Print and Mail Services

Department/Office
Finance

Ordinance/Resolution Number:
2025-70

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-70, authorizing the City Manager to sign and execute a second amendment to Contract No. 345-18 with InfoSend, Inc. for utility bill printing and mailing services.

Summary:

In December 2018, the City entered into an agreement with InfoSend, Inc. to provide utility bill printing and mailing services (see Richland Contract No. 345-18). Pursuant to RCW 39.34.030, the City is authorized to enter into cooperative purchasing agreements with other public agencies to "piggyback" on their procurement efforts. The City exercised this option by utilizing the contract between the City of Yakima and InfoSend, Inc., which is set to expire on May 21, 2025. The City of Yakima is amending its contract to extend its agreement through May 21, 2026. In the City's best interest, Richland will continue to "piggyback" on Yakima's contract with InfoSend, Inc. to provide utility bill printing and mailing services, thereby extending the City's current agreement through May 21, 2026. The agreement will also increase from a not-to-exceed of \$250,000 annually to a not-to-exceed of \$270,000 annually.

Staff recommends adoption of Resolution No. 2025-70.

Fiscal Impact:

Funding for this item exists in the 2025 General Fund budget. The annual cost is not to exceed \$270,000, which reflects a \$20,000 increase over the previous year to account for rising printing and postage costs.

Attachments:

1. Resolution No. 2025-70
2. Proposed Amendment No. 2 to Contract No. 345-18 with InfoSend, Inc.

RESOLUTION NO. 2025-70

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH INFOSEND,
INC. FOR UTILITY BILL PRINT AND MAIL SERVICES.**

WHEREAS, on December 3, 2018, the City of Richland and Info Send, Inc. entered into a cooperative bid agreement to perform the City’s utility bill print and mail services (*see* Richland Contract No. 345-18); and

WHEREAS, RCW 39.34.030 allows the City to enter into cooperative purchasing agreements with other public agencies to allow for “piggybacking” onto procurement efforts conducted by those agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by the City of Yakima in its award of Contract No. 2018-086 to InfoSend, Inc. meets the City of Richland’s procurement requirements; and

WHEREAS, the City of Yakima’s contract has been extended and will expire on May 21, 2026; and

WHEREAS, because the City of Richland piggybacked onto the City of Yakima’s procurement effort, Richland’s contract with InfoSend, Inc. is also set to expire on May 21, 2026; and

WHEREAS, the City’s best interests are served by continuing to piggyback onto the City of Yakima’s contracting efforts with InfoSend, Inc. for utility bill print and mail services through extension of the existing contract.

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. 345-18 with InfoSend, Inc. to extend the term to May 21, 2026 and increase the contract amount to a new not to exceed value of \$270,000 annually.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH INFOSEND, INC.
CONTRACT NO. 345-18**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 345-18, related to **Utility Bill Print and Mail Services**. The Agreement was fully executed on **12/3/2018**. The expiration date of the Agreement is **5/21/2025**. 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. 345-18 as follows:

1. The Consultant shall provide services described in the attached **N/A**, which is hereby incorporated into Contract No. 345-18.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$270,000/annually. The new contract value is now \$2,020,000.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **5/21/2026**.
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:

InfoSend, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Appointment to the Economic Development Committee: Logan Jackson

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Logan Jackson to Position No. 3 on the Economic Development Committee.

Summary:

The term for Position No. 3 on the Economic Development Committee (EDC) expired on September 30, 2024 and recruitment efforts to fill the vacancy have been ongoing.

During the most recent recruitment period, five (5) application packets were received. However, one (1) application was received after the deadline, and three (3) applicants did not meet the eligibility criteria provided in the Richland Municipal Code. Council Liaison Jones, Chair Bricker, Vice-Chair Morasch, and Staff Liaison Wallner interviewed the remaining eligible applicant and recommend appointing Logan Jackson to the unexpired term of Position No. 3 on the Economic Development Committee.

The term for this position will begin May 7, 2025 and continue through September 30, 2027.

Application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. EDC Appointment Recommendation Memo

CITY OF RICHLAND
DEVELOPMENT SERVICES

625 Swift Boulevard, MS-2
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: Richland City Clerk

FROM: Carly Kirkpatrick, Administrative Assistant II

DATE: April 28, 2025

SUBJECT: Economic Development Committee Vacancy

The term for Position three (3) on the Economic Development Committee expired on September 30, 2024, and recruitment efforts have been ongoing.

During the most recent recruitment period, five (5) applications were received. However, one (1) application was received after the application deadline and three (3) applicants did not meet the Committee's eligibility criteria for representation in the Retail and Hospitality sector. As a result, they did not advance to the next phase of the recruitment process.

Council Liaison Jones, Chair Bricker, Vice-Chair Morasch, and Staff Liaison Wallner conducted an interview with the one (1) qualified applicant on April 16, 2025.

The panel recommends the following appointment to Position No. 3:

Vacated by:
Megan Hughes

Selected Candidate:
Logan Jackson

The term for Position No. 3 will begin on May 7, 2025 and will continue through September 30, 2027.

If you have any questions, please feel free to contact me.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Items of Business

Strategic Priority 3 - Focused Development

Subject:

Ordinance No. 2025-15, Authorizing a Concomitant Agreement in lieu of a Rezone affecting 9025 Center Parkway (Closed Record)

Department/Office
Development Services

Ordinance/Resolution Number:
2025-15

Document Type:
Ordinance

Recommended Motion:

Give first reading to Ordinance No. 2025-15, authorizing a concomitant agreement in lieu of a rezone affecting 9025 Center Parkway, and authorizing the City Manager to sign and record all documents related thereto.

Summary:

RPS Planning Consulting, LLC, on behalf of property owner Tim Bush, applied to rezone property located on the southeast corner of the intersection of Steptoe Street and Center Parkway from Neighborhood Retail Business (C-1) to Retail Business (C-2). The property consists of four (4) lots totaling approximately 1.7 acres. The stated purpose of the applicant's rezone request was to increase the usability of the site through a reduction in setback requirements along Steptoe Street available under C-2 zoning.

The Richland Hearing Examiner held an open-record public hearing on August 12, 2024 to take public testimony on the applicant's rezone request. During the hearing, the Hearing Examiner identified the need for sufficient buffers, setbacks, and similar dimensional treatments to provide appropriate separation from commercial uses on the site and the single-family homes located immediately to the east, all in the City of Kennewick. The parties recognized that these dimensional treatments could be accomplished through agreement in the form of a covenant running with the land without expanding the possible commercial uses allowed on the site under C-2 zoning.

On October 22, 2024, the applicant provided a memorandum to the City asking to retain the current C-1 zoning and requesting to enter into a separate agreement just to address setback requirements. On November 7, 2024, staff submitted a memorandum to the Hearing Examiner indicating support for the applicant's updated proposal. On February 13, 2025, the Richland Hearing Examiner issued a 6-page written recommendation to City Council, recommending the use of a written agreement to address the applicant's requests regarding setbacks and other site considerations.

The proposed Concomitant Agreement establishes that the City's C-1 zoning regulations continue to apply to the property with specific exceptions. Those exceptions include front and rear yard setbacks intended to address future medical office buildings on this site that will be constructed adjacent to single-family residential land uses to the east. The dimensional expectations and buffer requirements included in the agreement address the adjacent land uses. The agreement will be recorded against all four (4) properties and represents an enforceable covenant that will run with the land and bind all future owners. The agreement will automatically terminate in the event the subject property is ever rezoned by action of the Richland City Council.

Since filing the rezone application, Mr. Bush has sold Lots 2, 3 and 4 of BSP No. 5258 to Positive Nature Homecare Holdings LLC. As a result, Positive Nature Homecare Holdings LLC is required to sign the agreement in addition to Tim and Kathryn Bush (as owners/trustees) and Bush Family Giving, LLC.

Per RMC 19.20.030, rezone requests are a Type IIIA permit application subject to one (1) open-record public hearing before the Richland Hearing Examiner and one (1) closed-record review hearing before Richland City Council. Because the hearing is closed-record, no new evidence is allowed, and only those who participated at the open-

record public hearing are allowed to testify.

Staff recommends approval of Ordinance No. 2025-15 for first reading.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 2025-15
2. 9025 Center Parkway Rezone Request - Full Staff Report
3. October 22, 2024 Applicant's Memorandum to Planning Department
4. November 7, 2024 Staff Memorandum to Hearing Examiner

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, RETAINING NEIGHBORHOOD RETAIL BUSINESS (C-1) ZONING AND AUTHORIZING A CONCOMITANT AGREEMENT FOR PROPERTY IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003 AND 1-01881BP5258004, AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE RICHLAND HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.

WHEREAS, on August 12, 2024 the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from RPS Planning Consulting, LLC on behalf of property owners Tim and Kathryn Bush, Owners/Trustees of the Bush Living Trust and Bush Family Giving, LLC (hereafter the "Property Owner") to change the zoning of approximately 1.7 acres of property hereafter described in Section 2 and identified as Assessor's Parcel Numbers 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003 and 1-01881BP5258004 from Neighborhood Retail Business (C-1) to Retail Business (C-2); and

WHEREAS, the Property Owner's stated purpose in pursuing a rezone from C-1 to C-2 was to increase the usability of the site through a reduction in setback requirements along Steptoe Street; and

WHEREAS, during the duly noticed public hearing held on August 12, 2024, the Richland Hearing Examiner identified the need for sufficient buffers, setbacks, and similar dimensional treatments to provide appropriate separation from commercial uses on the site and the single-family homes located immediately to the east, all in the City of Kennewick; and

WHEREAS, on October 22, 2024, applicant RPS Planning Consulting, LLC provided a memorandum to the City requesting that the zoning of the subject property remain Neighborhood Retail Business (C-1) and that setbacks be altered through a binding covenant recorded against each parcel that runs with the land; and

WHEREAS, on November 7, 2024, the City provided to the Richland Hearing Examiner a memorandum stating its support for the use of a binding covenant through agreement to alter setbacks rather than changing the zoning of the subject property; and

WHEREAS, on February 13, 2025, the Richland Hearing Examiner issued a 6-page written recommendation to the Richland City Council concluding with a recommendation for City Council to consider authorizing, in lieu of a rezone, an agreement with the Property Owner to address the applicant's setback requests; and

WHEREAS, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on May 6, 2025 and has considered the totality of the record.

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 February 13, 2025, 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 Neighborhood Retail Business (C-1), subject to additional setback requirements imposed by a duly executed *Concomitant Agreement*, when consideration is given to the interests of the public. The setback requirements contained in the *Concomitant Agreement* are intended to reduce impacts to adjoining residential properties.

Section 3. The subject property, depicted on **Exhibit B** attached hereto and legally described as follows:

**LOTS 1, 2, 3 AND 4 OF BINDING SITE PLAN NO. 5258, RECORDED
UNDER AUDITOR'S FILE NO. 2019-035167, RECORDS OF BENTON
COUNTY, WASHINGTON.**

**APNs: 1-01881BP5258001; 1-01881BP5258002; 1-01881BP5258003; and
1-01881BP5258004**

shall retain the existing Neighborhood Retail Business (C-1) zoning as modified by a duly executed, delivered and accepted *Concomitant Agreement*, substantially in the form attached hereto as **Exhibit C**, signed by all owners of record and recorded in the public records of Benton County, Washington.

Section 4. Upon receipt of a duly executed *Concomitant 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 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and **Exhibit A** (Richland Hearing Examiner's Report), **Exhibit B** (subject property depiction) and **Exhibit C** (the duly executed *Concomitant Agreement*).

Section 6. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 7. 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 8. 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 _____, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

Before Hearing Examiner
Gary N. McLean

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

Regarding the Application to **Rezone** about)
1.7-acres of property from C-1)
(Neighborhood Retail Business) to C-2)
(Retail Business), submitted by)

File No. PLN-T3A-2024-00001

RPS PLANNING CONSULTING, LLC)
(RICK SIMON),)

**REPORT ON REZONE REQUEST
THAT HAS BEEN WITHDRAWN AND
REPLACED WITH A PROPOSED
DEVELOPMENT AGREEMENT**

Applicant)

[On behalf of Property Owner Tim Bush])

(Property location: 9025 Center Parkway, a)
triangular collection of parcels in the southwest)
corner of the Center Parkway and Steptoe Street)
intersection, with single-family homes in the City)
of Kennewick along the eastern boundary))

I. SUMMARY OF REPORT.

The applicant has withdrawn its request for a rezone of the property, and is instead seeking approval of a Development Agreement, in hopes that a Development Agreement can enhance the development potential for a very challenging site, while adequately addressing concerns consistently expressed by neighboring property owners in this rezone hearing process and two other public hearing processes conducted by the Hearing Examiner over the last ten years. *(See SUP 2015-100, for a development proposal involving a coffee shop and a car wash on the site, which expired; also see SUP 2019-100, issued to allow development of a coffee shop without a car wash on the same site. The coffee shop has now been developed on a portion of the property).*

The Council need not consider the rezone request, as it is now withdrawn. The Development Agreement should be considered by the City Council in accord with its standard practices for such matters, informed by public testimony and evidence in this rezone hearing process which indicates

**REPORT TO CITY COUNCIL ON REZONE
APPLICATION FOR 9025 CENTER PARKWAY
THAT HAS BEEN WITHDRAWN, AND REPLACED
WITH A PROPOSED DEVELOPMENT
AGREEMENT – FILE NO. PLN-T3A-2024-00001**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 that the Development Agreement may improve the development potential for the site, and
2 appropriately addresses long-standing concerns held by homeowners that live immediately east of the
3 site.

4 **II. BACKGROUND AND APPLICABLE LAW.**

5 The Hearing Examiner has jurisdiction to conduct an open record public hearing on any site-
6 specific rezone application and is directed to issue a written recommendation for consideration and
7 final action by the Richland City Council. *See* Richland Municipal Code (RMC)
8 19.20.010(D)(identifies “site-specific rezones” as Type IIIA permit applications); RMC
9 23.70.210(A)(“The hearing examiner shall conduct an open record public hearing as required by RMC
10 Title 19 for a Type IIIA permit application.”); and RMC 19.20.030(granting jurisdiction to Hearing
11 Examiner to conduct public hearing and issue recommendation to City Council); RMC
12 19.25.110(authority for Examiner actions, including conditions of approval on applications or
13 appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

14 The applicant bears the burden of proof to show that its application conforms to the relevant
15 elements of the city’s development regulations and comprehensive plan, and that any significant
16 adverse environmental impacts have been adequately addressed. RMC 19.60.060.

17 As noted above, the applicant has withdrawn their request for a rezone of the property, so the
18 Council need not consider the rezone request.

19 The applicant’s proposed Development Agreement is outside the jurisdiction of the Examiner
20 and should be considered by the City Council on its own merits.

21 **III. RECORD.**

22 Exhibits entered into evidence as part of the record, and an audio recording of the public
23 hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the
24 City Clerk’s Office.

25 **Hearing Testimony:** The public hearing for the requested rezone occurred in-person, at
26 Richland City Hall, on the evening of August 12, 2024. The following individuals offered sworn
testimony regarding the rezone:

1. Kyle Hendricks, City Planner, summarized the Staff Report, nature of comments received,
history of development attempts on the property. Mr. Hendricks’ post-hearing summary and
recommendation of approval for the applicant’s requested development agreement is now
included in the record as *Exhibit 7*;
2. Rick Simon, the applicant, provided background information explaining why application
came forward, explained various limitations the applicant would accept in order to prevent
undesirable uses if a rezone is granted; in response portion of hearing, acknowledged that a
development agreement may be simpler and clearer way to achieve the applicant’s goals of

REPORT TO CITY COUNCIL ON REZONE
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RICHLAND, WASHINGTON 99352

making the site more attractive for development, with more certainty on what setbacks might apply and where. Mr. Simon's summary of a proposed development agreement for the site is now included in the record as *Exhibit 6*;

3. Jack Briggs, neighboring homeowner, opposed the rezone, submitted detailed written comments included as part of the record;

4. Jim Lampman, neighboring homeowner, expressed concerns about the requested rezone, concerns about traffic, concerns that reduced setbacks could harm neighbors, submitted written comments that are part of the record;

5. Todd Freitag, neighboring homeowner, expressed concerns, opposition to rezone similar to others raised in the hearing;

6. Grace Chen, neighboring homeowner, moved in after coffee shop was already built on the applicant's property, has concerns about rezone, types of uses that might be developed on the site, would prefer to know what will be built on the site.

7. Mike Stevens, Planning Manager, responded to public comments, addressed conflicting setback requirements that already apply to the site, suggested that a development agreement may be way to address concerns expressed by neighbors and provide clarity on setbacks that will apply, preferably with the larger setback applied to protect the residential neighbors.

Exhibits: The Development Services Division Staff Report for the requested Rezone, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Rezone Application Materials;
2. Zoning map;
3. Public Notices & Affidavits;
4. Agency Comments;
5. Public Comments (some were added or revised during the public hearing)

The Examiner held the record open to allow the parties to confer with one another and determine if a rezone is needed, or if a Development Agreement might be the best way to achieve the applicant's goals and satisfy concerns expressed in public comments. In October, the applicant submitted a proposal that would retain the C-1 zoning and instead seek approval of a stand-alone development agreement, added to the record as *Exhibit 6*.

Staff Reviewed the applicant's proposal and generated a summary memo in November, noting that the rezone is no longer proposed, and recommending approval of a development agreement with setbacks and other standards summarized in their review memo, now included in the record as *Exhibit 7*.

**REPORT TO CITY COUNCIL ON REZONE
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CITY HALL – 625 SWIFT BOULEVARD
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1 Because the Examiner only has jurisdiction over the requested rezone, which has been
2 withdrawn (*See Exhibits 6 and 7*), the Examiner withheld any recommendation to the City Council,
3 as the rezone is not going forward, and the Development Agreement is outside the Examiner's
4 jurisdiction. However, in follow-up communications with Planning Staff, the Examiner was advised
5 that the applicant and staff would prefer a report to the City Council, informing Council on issues
6 raised in the rezone hearing process that may help members in their consideration of any proposed
7 Development Agreement. This short Report is offered for that limited purpose, with respect and
8 complete awareness that the City Council holds full authority and discretion to address a development
9 agreement as it sees fit, without input from the Examiner.

6 The Examiner visited the road network and vicinity of the proposed rezone on multiple
7 occasions over the past few years in connection with other applications related to the same site and
8 did so again on the day of the public hearing; and is fully advised on matters at issue herein, including
9 without limitation adjacent developments and land uses, applicable law, application materials, and
10 relevant comprehensive plan provisions.

11 **IV. FINDINGS OF FACT.**

12 Based upon the record, the undersigned Examiner issues the following Findings of Fact.

13 *Application, Site Location and Conditions.*

14 1. The collection of parcels addressed in the rezone request that has now been withdrawn are
15 under common ownership by the Bush family, represented by the applicant, Rick Simon.

16 2. The parcels form a long, narrow triangle shape within the southeast corner of Center Parkway
17 and Steptoe Street, with single-family homes in the City of Kennewick along the eastern boundary.

18 3. Currently, the land is all zoned C-1 (Neighborhood Retail Business). The rezone application
19 would have rezoned the property to C-2 (Retail Business). There is no dispute that allowable building
20 heights and the broad range of commercial uses permitted in the C-2 zone were not favored by
21 neighbors who appeared during the public hearing for the requested rezone.

22 4. While the applicant sought to limit concerns from neighbors by proposing a list of C-2 uses
23 that might not be allowed on the property, the initial proposal was very confusing with only the most
24 dedicated planner or development expert able to fully understand. Confusion and misunderstanding
often result in frustration or general opposition to a proposal.

25 5. Over the last ten years, the Examiner has now presided over *three* robust public hearing
26 processes involving land use proposals on the same site, with the first in 2015, a Special Use Permit
for a development plan that included a car wash and a coffee shop on the site, under File No. SUP
2025-100; the second in 2019, a Special Use Permit for a stand alone coffee shop [after the previous
permit that included a car wash expired with no development moving forward on the site], under File
No. SUP 2019-100, with the coffee shop now developed on a portion of the site; and the third in 2024
for the now-withdrawn request to rezone the property from C-1 to C-2.

REPORT TO CITY COUNCIL ON REZONE
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CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 6. The record for all three public hearing processes includes several of the same neighbors
2 opposing or expressing concerns about development on the site next to their residential neighborhood.
3 In each matter, the property owner/applicant expressed concerns that such a narrow and oddly-shaped
4 site, with no access allowed onto or from the increasingly busier Steptoe right of way on the west side
5 of the property, presents unique challenges to successfully market or develop the property with uses
6 allowed in the C-1 zone. However, there is no evidence that any collection of commercial uses is
7 more or less attractive on the site. The development challenges are mostly the same for any and all
8 proposed uses.

9 7. One common theme from neighbors has been the need for sufficient buffers, setbacks, and
10 the like, to provide appropriate separation from commercial uses on the site and the single-family
11 homes located immediately to the east, all in the City of Kennewick.

12 8. As explained elsewhere in this Report, the applicant has now withdrawn its request to change
13 zoning on the site from C-1 to C-2. (*See Exs. 6 and 7*). Given evidence and detailed opposition
14 comments in the public record for the rezone application, it is not likely the Examiner would have
15 recommended approval of such application.

16 9. The applicant and Staff should be commended for their efforts to generate a framework for a
17 stand-alone Development Agreement that does not require a rezone, and is intended to provide more
18 clarity for the property owner, potential businesses, and neighbors, on important setbacks and other
19 standards that should apply to the site moving forward.

20 10. To a large extent, the solid masonry fence constructed along the property and abutting
21 residential properties – as a condition of prior permits issued for development on the site – already
22 provides meaningful and substantial mitigation for neighboring property owners. Better than simply
23 a setback, a masonry wall provides solid visual separation, and enhances privacy. And, as noted in
24 both previous hearings, general noise and sound issues are already present for the neighborhood, due
25 to the presence of an existing train route and railroad bridge over Steptoe, immediately south of the
26 project site and the Grandridge Meadows neighborhood, and from traffic on adjacent busy roadways,
especially Steptoe.

11. The clarified setbacks addressed in the framework for a development agreement addressed in
Exhibits 6 and 7 appear to have been carefully crafted to appropriately address concerns expressed by
neighbors, but to also enhance the development potential for the property that has remained un-
development for many years under current standards, that can be confusing and conflict on some
important issues, like when a 15 or 30-foot setback should apply. The proposed development
agreement would lock-down very specific setbacks from residential properties, far better than just 15
feet allowed under current zoning regulations. (*See Ex. 7, staff summary*).

12. This initial rezone application packet essentially argued that lands have remained vacant so a
rezone is in order, to try something else that might spur development. The same arguments have been
presented in other areas of the City, in the context of development proposals connected with plats,
special use permits, as well as rezone requests. In most all circumstances, the decision-makers must

**REPORT TO CITY COUNCIL ON REZONE
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consider whether goals and vision statements in planning documents – like providing a mix of residential and residential-friendly commercial uses placed on parcels used as a buffer between more intense uses and existing residential projects – and existing development regulations (like setbacks) have been given adequate time to come to reality. In this matter, it is crystal clear that conflicting language in parts of the City’s zoning codes, including without limitation whether a 15 or 30-foot setback should apply to residential properties, warrants clarification – and in this instance, the proposed development agreement can achieve such purpose and merits approval on such basis.

13. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact and incorporated into this section as such.

V. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant has withdrawn their request to rezone the property from C0-1 to C-2.
2. While the rezone request has been withdrawn, the applicant’s proposed framework for a development agreement that would apply to the property might enhance the site’s development potential and also provides clarity on important issues for neighboring property owners, all of which would implement goals and policies in the City’s Comprehensive Plan and serve the public interest.
3. Comments essentially opposing all development on the site are not supported by applicable law and should not serve as a basis to deny a rezone request or any proposed development agreement that might come forward for consideration by the City Council.

VI. REPORT.

Because the initial rezone application has been withdrawn, no action is required by the City Council. The framework for a development agreement as summarized in *Exhibits 6 and 7* warrants serious consideration by the City Council and appears to appropriately address comments from abutting property owners. Staff’s recommendation of approval for a proposed development agreement, as provided in *Exhibit 7*, is supported by evidence in the rezone hearing record.

ISSUED this 13th Day of February, 2025



Gary N. McLean
Hearing Examiner

REPORT TO CITY COUNCIL ON REZONE
APPLICATION FOR 9025 CENTER PARKWAY
THAT HAS BEEN WITHDRAWN, AND REPLACED
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GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

Vicinity Map

Item: 9025 Center Pkwy zone change
Applicant: Rick Simon
File #: PLN-T3A-2024-00001

Exhibit B to Ordinance No. 2025-15



0 50 100 200 Feet



CONCOMITANT AGREEMENT

THIS CONCOMITANT AGREEMENT (hereafter “Agreement”) is made and entered into this ____ day of May, 2025, by and between the **CITY OF RICHLAND**, a Washington municipal corporation (“City”), and **TIM** and **KATHRYN BUSH**, husband and wife and trustees of the **BUSH LIVING TRUST, BUSH FAMILY GIVING, LLC**, a Washington limited liability company, and **POSITIVE NATURE HOMECARE HOLDINGS LLC**, a foreign limited liability company formed under the laws of the state of Arizona, as successor-in-interest to Lots 2, 3 and 4 of Binding Site Plan No. 5258 (collectively referred to herein as “Petitioner”). This Agreement is authorized by and is an exhibit to Ordinance No. 2025-15 approved by Richland City Council on May 20, 2025.

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

WHEREAS, in 2024, the City of Richland received an application from Petitioner, through a duly authorized agent, to rezone four (4) legal lots of record totaling approximately 1.7 acres in Richland, Washington from C-1 (Neighborhood Retail Business) to C-2 (Retail Business); and

WHEREAS, Petitioner’s stated purpose in pursuing a rezone from C-1 to C-2 was to increase the usability of the site through a reduction in setback requirements along Steptoe Street; and

WHEREAS, a public hearing was held on August 12, 2024, during which the Richland Hearing Examiner identified the need for sufficient buffers, setbacks, and similar dimensional treatments to provide appropriate separation from commercial uses on the site and the single-family homes located immediately to the east, all in the City of Kennewick; and

WHEREAS, Petitioner acknowledges that the commercial uses available in the C-1 zone classification are consistent with desired development of the site, and that the additional uses available under the C-2 zone classification are not required; and

WHEREAS, the parties agree that Petitioner's objective (reduced setbacks to permit greater distance from residential properties) can be achieved by retaining the current C-1 zoning and entering into a concomitant agreement to specifically address setback requirements on the four (4) lots; and

WHEREAS, the properties subject to this Agreement are referred to as Lots 1, 2, 3 and 4 of Binding Site Plan No. 5258, recorded under Auditor's File No. 2019-035167, records of Benton County, Washington, and assigned Benton County Tax Parcel Nos. 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003 and 1-01881BP5258004 located at the southeast corner of the Center Parkway and Steptoe Street intersection (hereinafter the "Property"); and

WHEREAS, ownership of Lots 2, 3 and 4 of Binding Site Plan No. 5258 was conveyed to Positive Nature Homecare Holdings LLC prior to conclusion of the land use application process, including passage of Ordinance No. 2025-15 and recordation of this Agreement; and

WHEREAS, Positive Nature Homecare Holdings LLC, as the new owner of Lots 2, 3 and 4 of Binding Site Plan No. 5258, is a successor-in-interest to the applicant and is therefore a necessary party to this Agreement.

NOW, THEREFORE, on behalf of themselves, their marital community, and the legal entities they govern, and for and on behalf of all Petitioner's heirs, successors and assigns, Petitioner does covenant and agree that the City of Richland's C-1 zoning regulations apply to the Property, including but not limited to all requirements and standards of the C-1 zone as stipulated in the following code sections: RMC 23.22.020, Performance Standards and Special

Requirements; RMC 23.22.030, Commercial use districts permitted land uses; RMC 23.22.040, Site requirements and development standards for commercial use districts; and RMC 23.22.050, Parking standards for commercial use districts, **with the following exceptions:**

1. The front yard setback along Steptoe Street shall be zero (0) feet for all lots within BSP No. 5258 (BSP 2019-102).
2. For Lots 2 and 3 of BSP No. 5258 (BSP 2019-102), the minimum rear yard setback from the eastern property line shall be at least thirty-four feet (34') from the eastern property line. The rear yard setback area shall consist of a ten-foot (10') wide landscape strip adjacent to the property line and the existing block wall and a twenty-four foot (24') access and utility easement running parallel to the landscape strip.
3. For Lot 4 of BSP 5258 (BSP 2019-102), the minimum rear yard setback from the eastern property line shall be thirty feet (30') and shall consist of a ten foot (10') wide landscape strip adjacent to the eastern property line and the existing block wall.
4. For Lot 1 of BSP 5258 (BSP 2019-102), any future development or redevelopment of the site shall meet the same setback standards as identified for Lots 2 and 3 as listed above. In addition, a setback of forty-five feet (45') from the Center Parkway right-of-way shall be maintained.

The properties subject to this Agreement are legally described as follows:

Lots 1, 2, 3 and 4 of Binding Site Plan No. 5258, recorded under Auditor's File No. 2019-035167, records of Benton County, Washington.

APNs: 1-01881BP5258001; 1-01881BP5258002; 1-01881BP5258003; and 1-01881BP5258004

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 Property or any part thereof, until such time as the Agreement is terminated. This Agreement shall automatically terminate upon any change in zoning applied to the Property. 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.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands, with the intent to be legally bound, on the day and year first written above. This Agreement shall take effect upon its recordation in the Benton County Auditor's Office.

[Signature page to follow]

Draft

Jon Amundson, ICMA-CM

Heather Kintzley, City Attorney

Tim Bush, Owner/Trustee of Bush Family Trust and Governor of Bush Family Giving, LLC

Nicholas Tjallas, Governor of Positive
Nature Homecare Holdings LLC

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, Richland City Manager**, 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 are hereon affixed on the day and year above written.

Signature _____
 Printed Name: _____
 Notary Public in and for the State of _____
 Residing at _____
 My appointment expires _____

Page 5 of 7

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Tim Bush**, 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 are hereon affixed on the day and year above written.

Signature
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
 : SS
COUNTY OF BENTON)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kathryn Bush**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

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

Signature
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

ACKNOWLEDGEMENT

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Nicholas Tjalas**, 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 are hereon affixed on the day and year above written.

Signature
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal



**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: 9025 Center Parkway Rezone

LOCATION: 9025 Center Parkway

APPLICANT: Rick Simon applicant on behalf of Bush Family Giving, LLC

PROPERTY OWNER: Tim Bush, Bush Family Giving LLC

FILE NO.: PLN-T3A-2024-00001

DESCRIPTION: Request to rezone Parcels 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003, and 1-01881BP5258004 from Neighborhood Retail Business (C-1) to Retail Business (C-2).

PROJECT TYPE: Type IIIA Site-Specific Rezone

HEARING DATE: August 12, 2024

REPORT BY: Kyle Hendricks, Planner

RECOMMENDED ACTION: Approval subject to proposed conditions

Vicinity Map

Item: 9025 Center Pkwy zone change

Applicant: Rick Simon

File #: PLN-T3A-2024-00001



Figure 1 – Vicinity Map

DESCRIPTION OF PROPOSAL

Rick Simon of RPS Planning Consulting LLC, on Behalf of the property owner Tim Bush, applied to change the zoning of the approximate 1.7 acres of properties shown in Figure 1 from the Neighborhood Retail Business (C-1) zone to the Retail Business (C-2) zone. This proposal is to ultimately use the more forgiving front setbacks of the C-2 zoning district. The C-1 zone requires a front yard setback of 45 feet (from Steptoe Street), while the C-2 Zone has no front yard setback requirement, if the adjacent right of way is at least 80 feet in width, which Steptoe Street appears to exceed. This reduced setback will allow more development potential of the lots, since they are already limited in size and shape.

As described in their application materials, the applicant is aware of their proximity to a low-density residential neighborhood that is within the City of Kennewick. The applicant has indicated that they are willing to create a Property Use and Development Agreement (PUDA) to limit the height and land uses to be similar to the C-1 zone, the specifics of which can be found in Exhibit 1. If the PUDA is adopted, then these lots will effectively still be the C-1 zone without a front yard setback requirement from Steptoe Street.

REASON FOR REQUEST

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner. See additional RMC guidance for the Hearing Examiner, below:

19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, Type III, or Type IIIA.

D. Type IIIA permits include the following types of permit applications:

1. Site-specific rezones;

19.60.060 Burden of proof.

Except for Type IV actions, the burden of proof is on the proponent. The project permit application must be supported by proof 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.

23.70.210(A) Public hearing and recommendation to council.

Reclassification. The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application. The recommendation shall include written findings of fact and the reasons for the hearing examiner's action; and shall refer expressly to the maps, description and other matters intended by the hearing examiner to constitute the reclassification.

Additional Considerations.

Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and (3) the rezone must have a substantial relationship to the public health, safety, morals or general welfare.

For the purposes of this rezone request, the central questions presented are:

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original Agricultural Neighborhood Retail (C-1) zoning was adopted for the site?
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

REVIEW AUTHORITY

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner.

SITE DESCRIPTION & ADJACENT LAND USES

The site can be generally described as an elongated arrow shape, pointing towards the south. The northern portion, base of the arrow, is generally flat and is developed with a drive through coffee shop, a result of special use permit file number SUP2019-100. A special use permit is required for a drive through coffee shop in the C-1 zone. The southern half of the lot is more sloped, and most of the Steptoe Street frontage is so sloped it is inaccessible for a driveway. An access easement was established along the eastern boundary of the lots with the aforementioned special use permit, for all lots to have access to Center Parkway.

This site was a part of a 1970 annexation of approximately 1,300 acres, Ordinance 640, and later amended by Ordinance 7-75 to clarify some ambiguities created by ORD 640. In 2014 the City of Richland comprehensive plan amendment changed the subject sites general land use category from Low Density Residential to Commercial.

CURRENT LAND USE DESIGNATION AND USES :

North: Kennewick (Low Density Residential), Single family dwellings
East: Kennewick (Low Density Residential), Single family dwellings
South: Commercial (Vacant land) Grading permits issued for future development, Pending comprehensive plan change to Medium Density Residential and R-2 Zoning.
West: Commercial (Vacant land) Grading permits issued for future development, Pending comprehensive plan change to Medium Density Residential and R-2 Zoning.

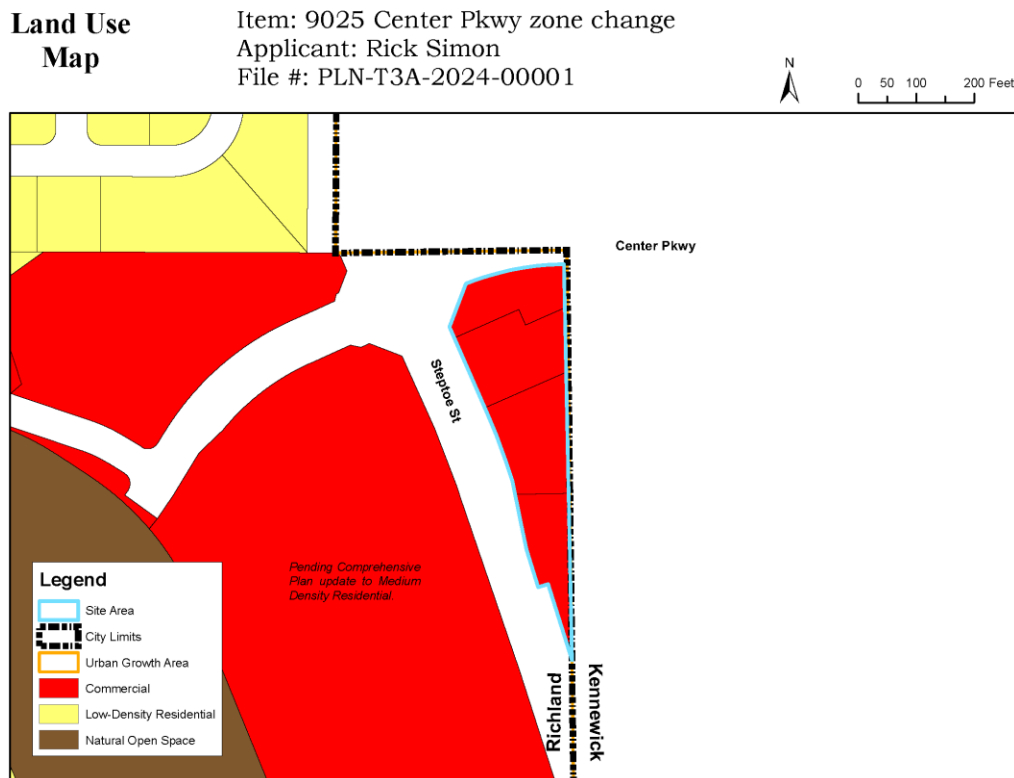


Figure 2 – Land Use Map

COMPREHENSIVE PLAN

As illustrated in Figure 2 (above), the Comprehensive Plan Land Use designation largely designates the site for commercial development.

APPLICABLE GOALS & POLICIES

Provided below is a set of Comprehensive Plan goals & policies which are particularly applicable to the commercial zone change.

Land Use Goal 1: Plan for growth within the urban growth area and promote compatible land use.

Policy 2: Facilitate planned growth and infill developments within the City.

Land Use Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Land Use Goal 4: Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Policy 3: Locate neighborhood-oriented commercial land uses in Neighborhood Retail Business areas.

Land Use Goal 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

CURRENT ZONING

The subject site is zoned C-1, Neighborhood Retail Business use district. Surrounding parcels are zoned as follows:

North: RL, Kennewick, Low Density Residential

East: RL, Kennewick, Low Density Residential

South: C-1, Neighborhood retail business, pending change to R-2

West: C-1, Neighborhood retail business, pending change to R-2

Zoning Map

Item: 9025 Center Pkwy zone change
Applicant: Rick Simon
File #: PLN-T3A-2024-00001

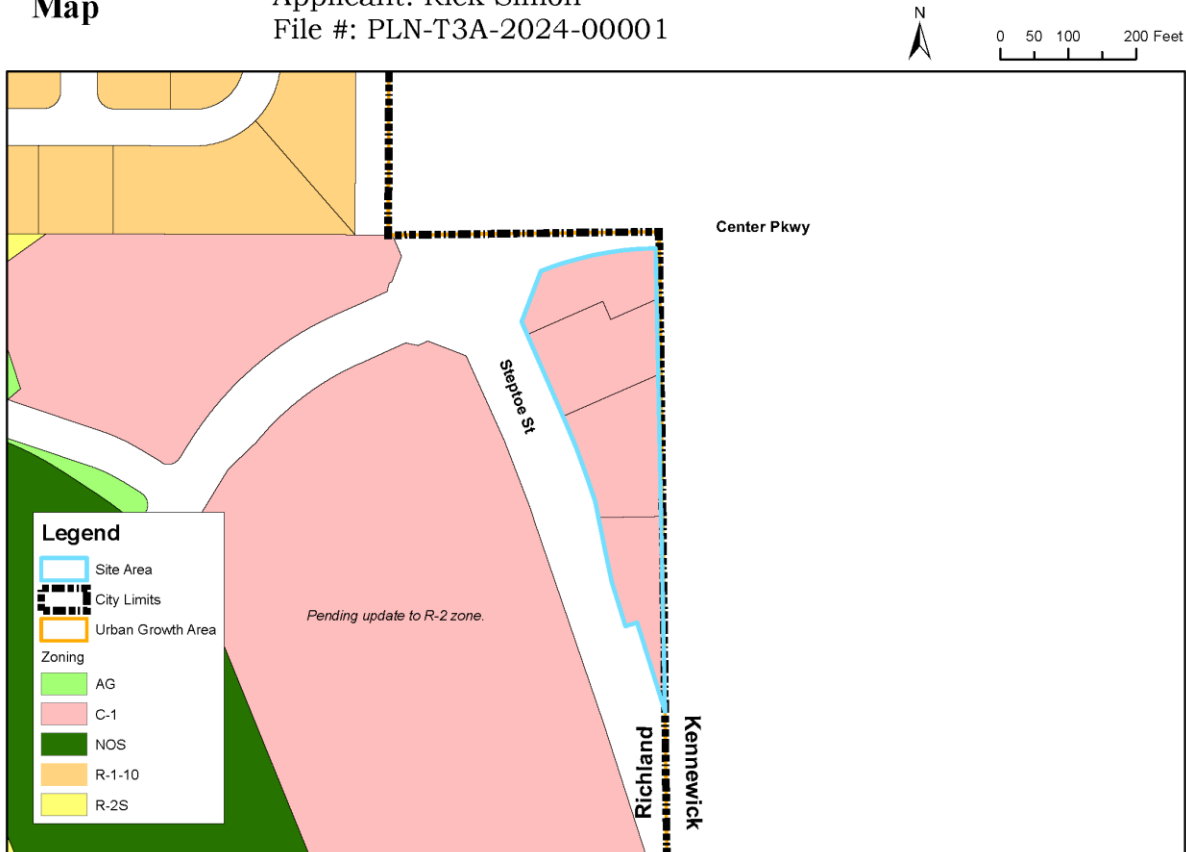


Figure 3 – Zoning Map

The Neighborhood Retail Business use district (C-1) is a primary zone classification within the jurisdiction of Richland, all adjacent Kennewick lands are zoned RL, meaning Low Density Residential. The C-1 zoning classification primarily permits small office or residentially focused retail businesses. The RL zoning classification for Kennewick reads as follows:

The purpose of the RL district is to establish areas for low density, single-family, residential buildings, to stabilize and protect residential districts, and to promote and encourage a suitable environment for family life in an urban setting.

This description appears to be similar to the intent of the Richland R-1-10 Low Density Residential zone, included below:

“a residential zone classification requiring a low density of population, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions

of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.”

C-1 PERFORMANCE STANDARDS RMC 23.22.020 (B)

Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:

1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.
2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.
3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.
4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.
5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter [173-60](#) WAC, Maximum Environmental Noise Levels.
6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.
7. In addition to standards (1) through (6) listed above, any commercial use that is immediately adjacent to a residentially zoned property (including R-1-12, single-family residential, R-1-10, single-family residential, R-2, medium density residential, R-2S, medium density residential small lot, or planned unit development that is comprised of single-family homes) shall comply with the following standards. For the purposes of this section, the term “adjacent” includes abutting properties, and any property that is located within 75 feet of the nearest residential property. The term “adjacent” does not include properties that are separated by a public right-of-way.

- a. Setback from Residential Property Boundary. Thirty feet.
- b. Building Design Standard. No rooftop mechanical equipment shall be permitted unless screened from view with parapet wall or similar screening.
- c. Parking. Vehicle parking areas and any access driveways (pavement) must be set back a minimum of 10 feet from residential property boundary. A solid fence or masonry wall between six and eight feet tall is required between any paved parking or access drive and the residential property boundary.
- d. Outdoor Lighting. All outdoor lighting must comply with the Pattern Outdoor Lighting Code (USA) standard version 2.0, July 2010. For the purposes of this section, properties subject to this standard shall be considered to be within lighting zone 1.
- e. Signs. All commercial signs placed on-site shall comply with Section 5 of the Pattern Outdoor Lighting Code (USA) standard version 2.0, July 2010; except that multicolored changeable copy LED signs shall not be permitted.
- f. Mechanical Equipment. Any mechanical equipment placed outdoors between the building and the residential property boundary shall be screened to reduce equipment noise levels. Alternatively, the building owner can provide documentation to the city indicating that the specific equipment to be used will not generate noise levels beyond permissible state noise standards.
- g. Refuse Areas. Any dumpsters or area for collection of recycled materials shall be set back a minimum of 20 feet from the nearest residential property boundary and shall be screened from view by a solid screen sufficient to block its view from all adjacent residential properties.
- h. Landscaping. The portions of a commercial site that lie within 30 feet of a residential property boundary that are not covered with buildings, parking areas, access drives, loading areas or outdoor storage shall be landscaped and/or xeriscaped.

REQUESTED ZONING

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 1.7 acres.

The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed

building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan. (RMC 23.22.010(C)).

UTILITY AVAILABILITY

There are existing sewer (to Kennewick), water, irrigation, storm drainage and electrical power line connections in place, available near the site with adequate capacity to supply the proposed project.

Utility Map

Item: 9025 Center Pkwy zone change

Applicant: Rick Simon

File #: PLN-T3A-2024-00001

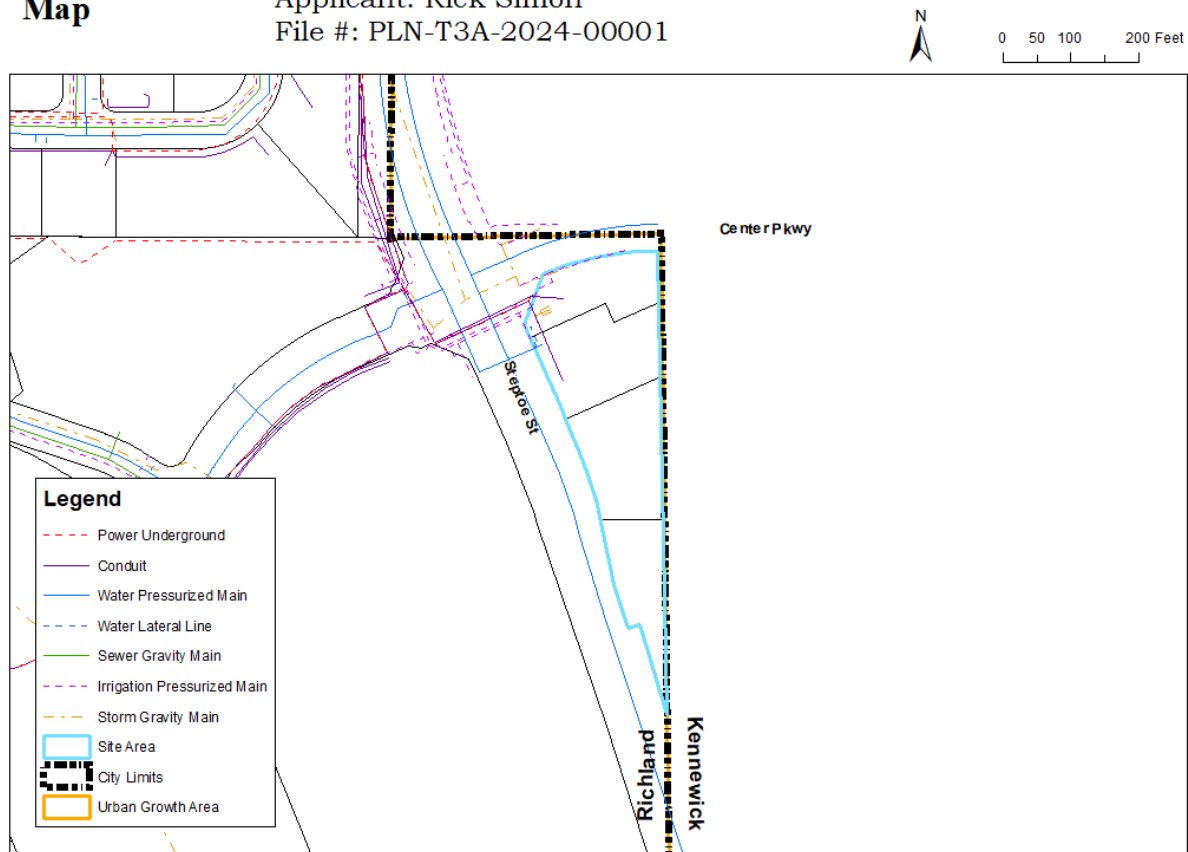


Figure 4 – Utilities Map

Sewer

There is a sewer connection to the existing coffee shop, this connection goes into Kennewick through an agreement. Future development would likely have to tap into this connection.

Water

There is an eight-inch distribution main within each of the Steptoe Street and Center Parkway rights-of-way.

Power

The existing coffee shop has an existing underground power, there does not appear to be primary power lines along Steptoe Street.

Stormwater

The city does have an existing 12-inch stormwater gravity main in the Steptoe Street right-of-way, near the northwest corner of the subject site. It does not appear that this line extends south along Steptoe Street.

Irrigation

There is existing irrigation infrastructure within the Steptoe Street and Center Parkway intersection.

TRANSPORTATION & ACCESS

Primary vehicle access into the site must come from Center Parkway, as discussed in SUP2019-100, driveways will not be allowed on Steptoe Street by the Richland Public Works Department. This is in part due to the street designation level of Principle Arterial. There are currently no Benton Franklin Bus routes along the adjacent roads, but there are painted bike lanes on the sides of both Steptoe Street and Center Parkway. There is also a multi-use path that is separate from the road within Kennewick, along the eastern side of Steptoe Street, running north from Center Parkway. Intersection lane striping was repainted in accordance with the conditions of SUP2019-100.

**Transportation
Map**

Item: 9025 Center Pkwy zone change

Applicant: Rick Simon

File #: PLN-T3A-2024-00001

**Figure 5 – Transportation Map****EASEMENTS**

There are 15' wide utility and sidewalk easements along each right of way frontage. The final approximate 140' near the southern "arrow tip" of the subject site does not have the previously stated easement, it appears this is because the property jumps across the sidewalk. As shown in the application materials, there is also a 24' wide access and utility easement, record survey 5258, that runs through each property in a generally north south orientation, with various curvatures.

FIRE SAFETY

The City of Richland Fire Department will provide fire protection services to the subject property and resulting development. Currently, there is one hydrant approximately 57' west of the existing coffee shop.

SCHOOLS

This project appears to fall within the boundaries of the Kennewick School District. The nearest school is Amon Creek Elementary School, approximately 2,300 feet to the west of the subject site by way of street travel.

SEPA

The proposal is not subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-800(6)(c) the rezone application qualifies as a categorically exempt action.

CRITICAL AREAS

The subject site does not lie within any existing, recognized Critical Area. Critical Area requirements are not applicable with this proposal.

SHORELINE MASTER PROGRAM

The subject site lies outside of the jurisdiction of the Shoreline Master Program. This project will have no effect on shorelines of statewide significance. Shoreline permitting requirements are not applicable with this proposal.

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Received agency comments were not in opposition to the zone change application.

PUBLIC COMMENTS

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. As of the date of this report, city staff have received public comments regarding this proposed zoning action from a resident and the Grandridge Meadows Home Owners Association. These comments are included in the attached exhibits, and are generally in opposition, or heavily speculative of the zone change and request that past comments (SUP2019-100) made by the HOA are taken into consideration.

PUBLIC NOTICE

Notice of Hearing Mailed:	July 19, 2024
Notice of Hearing Posted:	July 18, 2024
Notice of Hearing Published:	July 28, 2024
Public Hearing:	August 12, 2024

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in the exhibits.

ANALYSIS

At a glance the subject site of approximately 1.7 acres provides unusually shaped lots that are further limited with the C-1 setbacks, primarily from the Steptoe Street frontage of 45'. As shown by the applicant in their application materials (Figure 5A and 5B), this required setback, combined with the recorded access and utility easements further complicate the development of the site. When including the proposed PUDA by the applicant, the subject site will essentially remain the C-1 zone with the exception of the front yard setback (from Steptoe Street) will be not required as opposed to the 45 feet normally required of the C-1 zone. In

short, the applicant proposed the height of buildings be limited to 30' in height and a number of more intensive C-2 uses are prohibited, this expansive list is included in the application materials. Staff is in favor of the proposed PUDA and believes it should be a condition of approval.

The proximity to low density residential is a concern, but with the conditions of the PUDA most of these concerns are addressed and can be further discussed when drafting the PUDA. The adjacent Grandridge Meadows HOA submitted comments generally objecting to the proposed zone change due to potential impacts to their properties and the traffic of the at the Steptoe Street and Center Parkway intersection. The proposed establishment of a PUDA is an important mitigation so that the adjacent neighborhoods are minimally impacted. As there are no C-2 performance standards within Richland Municipal Code, staff believes including the performance standard of the C-1 zone (RMC 23.22.020[B]) are also incorporated into the PUDA agreement since the RL zone of the abutting Kennewick neighborhoods are very similar in nature to the R-1-10 Richland residential zone, therefore it should be treated in a similar manner and require similar performance standards to create a harmonious and appealing district.

This requested rezone does not approve any development activity on the site. As with all development proposals, City development regulations will apply to any specific projects that may eventually be proposed on the site. Following public notices and reviews conducted in accord with City practices for all other private or public rezone applications, there is no evidence in this record that would provide a basis in fact or law to deny the pending rezone request.

Staff also want to address questions posed to Hearing Examiner under "Reason for Request":

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original zoning was adopted for the site?

The site has been designated for Commercial [COM] uses by the City's Comprehensive Plan amendment in 2014 which changed this sites land use category from Low Density Residential to Commercial. The surrounding area to subject site is primarily low density residential, the subject site may soon serve as a small commercial node to these residences, contributing to a more walkable community by providing nearby services. Since the 2014 comprehensive plan amendment was adopted, many new residences have been constructed in the area within Richlands boundaries, this can be seen on satellite imagery. The proposed zone change can lead to smaller scale commercial services in closer proximity to these residences, potentially reducing the need for local vehicle trips that could be achieved through walking or cycling.

2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

It appears that the proposed rezone with the proposed PUDA is consistent with this criterion because the rezone and the PUDA is consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to essentially meet city development regulations of the current C-1 zoning, including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application. As previously mentioned, the subject site may serve as a small commercial node for the nearby residences contributing to more walkable community which may help with the overall public health of the nearby community. With the previous special use permit (SUP2019-100) traffic concerns were addressed in length and if conditions are continued, then safety concerns appear to be met. The city will continue to monitor the access driveway and determine if a median is required along Center Parkway to aid in general vehicle safety.

The Planning Department requests the Hearing Examiner recommend the proposed zoning map amendment to the Richland City Council.

SUGGESTED FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (PLN-T3A-2024-00001) and recommends approval of the request based on the following:

1. Rick Simon, applying on behalf of the property owner Bush Family Giving LLC.
2. Request to rezone Parcels 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003, and 1-01881BP5258004.
3. The lots are currently zoned Neighborhood Retail Business use district (C-1).
4. The requested zone change is to change the parcels identified above to Retail Business Use (C-2).
5. The subject site was previously changed in a 2014 Comprehensive Plan amendment from Low density Residential to Commercial uses.
6. The site is generally slightly sloped.
7. The eastern boundary of the site shares a city boundary with the City of Kennewick.
8. The eastern and northern boundaries of the subject site are with the Low Density Residential (RL) zone of the City of Kennewick.
9. To the west and south of the subject site are with the City of Richland and are zoned C-1 and are not a part of this proposal.
10. Per RMC 23.22.010, the C-1 and C-2 zoning is intended to be applied to land that is designated Commercial under the City's Comprehensive Plan.
11. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
12. No portion of this proposed rezone is in a Critical Aquifer Recharge Area (CARA). No other critical areas have been identified.
13. The project site has recorded access and utility easement, so all sites have access to Center Parkway.
14. A masonry wall exists between the subject property the abutting residences.

15. Trees are currently planted to provide a landscape buffer between the existing coffee stand and the abutting residences. Trees are not located further down the property line, and would need to be placed in accordance with SUP2019-100.
16. The proposal meets applicable goals of the Richland Comprehensive Plan.
17. The application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
18. Notice requirements of RMC 19.30.040 have been met:
 - a. Notice of Hearing Mailed: July 19, 2024
 - b. Notice of Hearing Posted: July 18, 2024
 - c. Notice of Hearing Published: July 28, 2024
19. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland and Kennewick.

RECOMENDED CONDITIONS OF APPROVAL

1. Record a property use and development agreement with the City of Richland as described in the application materials, in addition to the performance standards of the Neighborhood Retail Business (C-1) district found in RMC 23.22.020[B].

EXHIBIT LIST

1. Application Materials
2. Zone Map
3. Public Notices & Affidavits
4. Agency Comments
5. Public Comments

Zone Change Application

For Tim Bush

June 2024

Project Team

Owner

Bush Trustees Timothy T & Kathryn L.
3019 Duportail Street, Suite #226
Richland, WA 99352
509.947.7902
Tim@bushdevelopments.com

Owner

Bush Family Giving LLC
3019 Duportail Street, Suite #226
Richland, WA 99352
509.947.7902
Tim@bushdevelopments.com

Engineer

Paul Knutzen
Knutzen Engineering
509.222.0959
Paul@Knutzenengineering.com

Land Use Planner

Rick Simon
RPS Planning Consultant, LLC
98402 N. Harrington Rd.
West Richland, WA 99353
509.531.0142
rsimon60@gmail.com

Overall Project Description

Introduction

The application consists of the rezone of 1.7 acres from its current C-1 Neighborhood Retail zone to a C-2 Retail Business zone. The site is located east of and adjacent to Steptoe Boulevard and south of and adjacent to Center Parkway, along the eastern municipal boundary of the City of Richland, just west of and adjacent to the City of Kennewick municipal boundary. The property consists of a long and narrow triangular shaped property that has been previously divided into 4 commercial lots (See attached Amended Binding Site Plan.) The majority of the site is undeveloped except for a “Wake Up Call”, drive-thru coffee shop located along the northern boundary of the site, adjacent to Center Parkway.



Figure 1: Vicinity Map

The northern portions of the site are situated on a fairly level bench, which begins to slope to the west along the southerly portion of the site. The southernmost portion of the site rises 10 to 15 feet above the elevation of the adjacent Steptoe Boulevard, as the road corridor drops in elevation, while the site elevation remains fairly level. A retaining wall along the Steptoe right-of-way was constructed when Steptoe Boulevard was improved several years ago.

Adjacent properties to the north and east have been developed with detached single-family residential homes. Land to the west across Steptoe Boulevard is undeveloped.

Comprehensive Plan

The City's comprehensive plan designates the site as suitable for commercial development. Property to the west and southwest across Steptoe Boulevard is also designated as commercial. Other adjacent properties fall within the City of Kennewick and are designated for low density residential development.

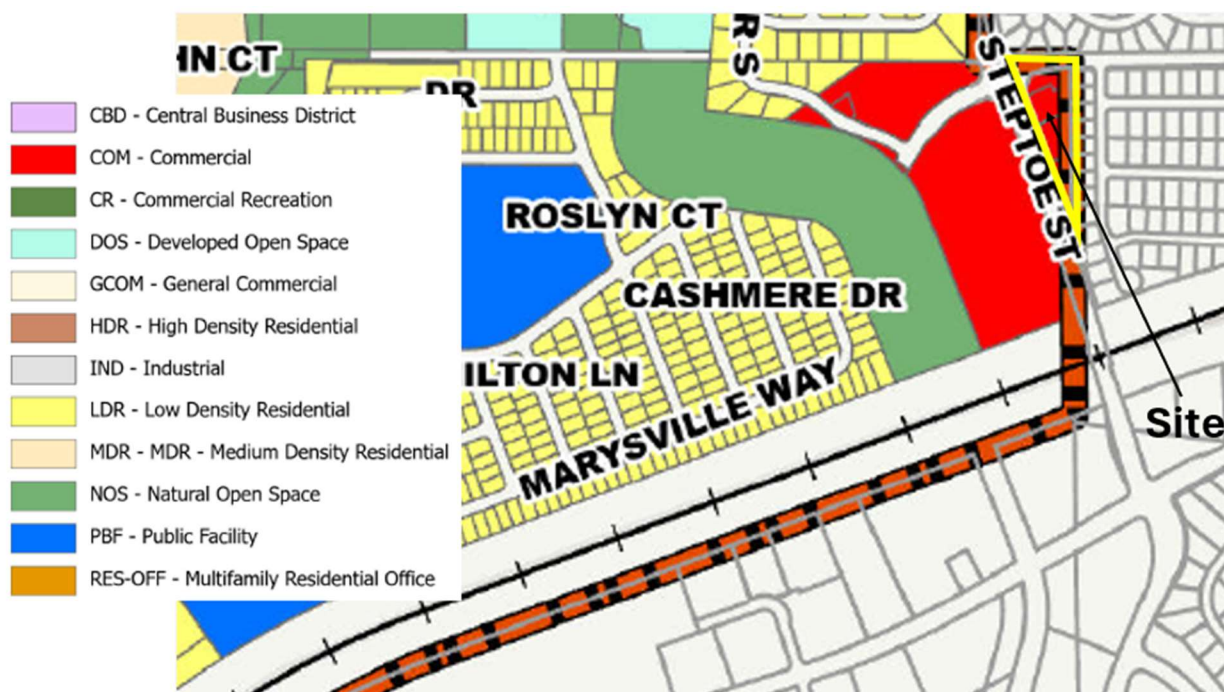


Figure 2: Comprehensive Plan Land Use Map

Transportation

The City's Transportation Plan designates Steptoe Boulevard as a Principal Arterial and Center Parkway as a Major Collector. Both streets in the vicinity of the project site have been fully improved with center turn lanes, curbs, sidewalks and multiple travel lanes in both directions in the case of Steptoe Boulevard. The intersection of Steptoe and Center Parkway has been

signalized. Access to the site is limited to a single point located along the eastern boundary of Center Parkway. No access from the site onto Steptoe Boulevard is allowed by the City of Richland.



Figure 3: Richland Functionally Classified Street Network Plan

Existing Zoning

The existing zoning of the site is C-1 Neighborhood Retail Business. Property to the west across Steptoe Boulevard is also zoned C-1. Adjacent properties to the east are within the City of Kennewick and are zoned RL – Residential, Low Density.

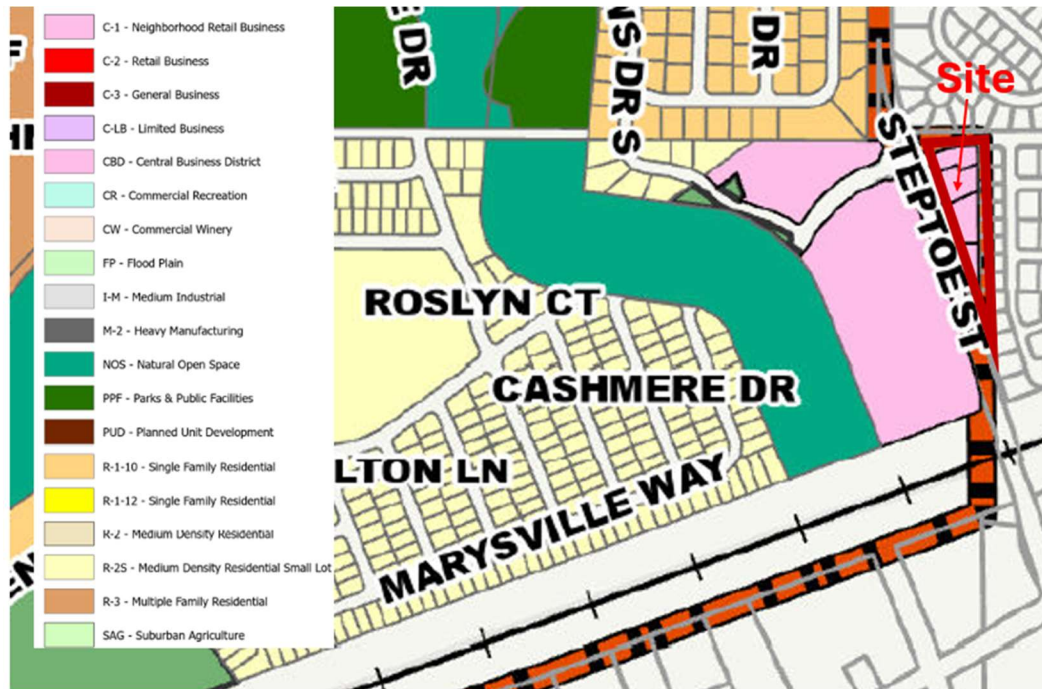


Figure 4: Existing Zoning Map

Proposed Zoning

Proposed zoning for the site is C-2 Retail Business. The intent of the proposed rezone is to increase the usability of the vacant parcels, which are long and narrow. The C-1 zoning standards require a 45 foot setback from adjacent streets. The effect of this requirement is that the buildable areas in the southern portion of the site become too narrow to support commercial development. C-2 zoning standards allow for zero foot setbacks, which will significantly increase the buildable areas on these lots.

Both C-1 and C-2 zoning allow for zero foot rear yard setback requirements, so the proposed change in zoning would not increase the impact of development on the single family residential properties located east of the site. However, it's important to note that the existing access easements that run along the eastern boundary of the site will provide some separation between the existing residences and future onsite commercial development.

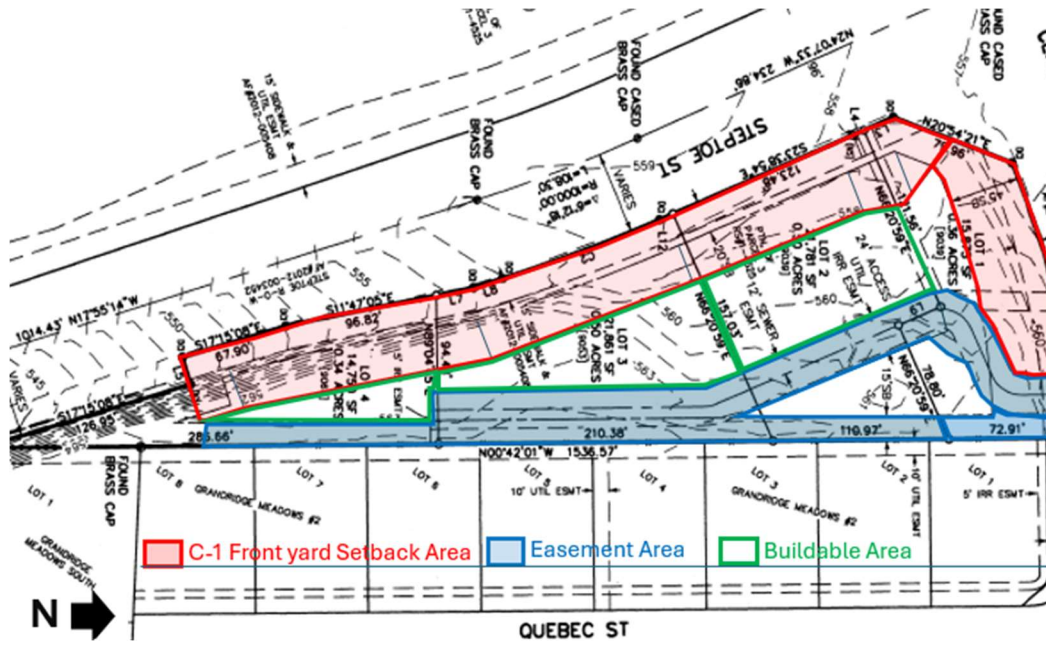


Figure 5A: Buildable Area Under C-1 Setbacks

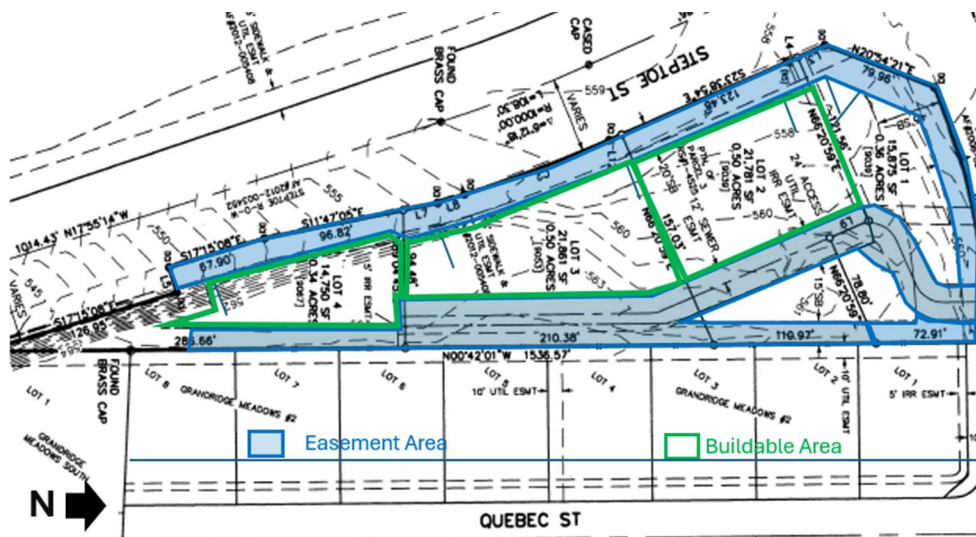


Figure 5B: Buildable Area Under C-2 Zoning Setbacks

Beyond front yard setback requirements, there are two other significant differences between the C-1 and C-2 zoning standards. Building height is limited to 30 feet in the C-1 district and 80 feet in the C-2 district. The second area of difference relates to the type of land use permitted in each zone. C-2 zoning allows for all the land uses allowed within C-1 zoning plus a variety of more intensive commercial uses. Many of the more intensive uses allowed under C-2 zoning are by nature too large to fit on the small parcels located within the site. Nonetheless, in order to provide some assurance to adjacent landowners, the owner is willing to enter into a development agreement with the City that would limit future development on the site to building heights of 30 feet and prohibiting the development of a wide range of C-2 land uses. Specifically, the owner will stipulate that the future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today or as it may be amended in the future; provided that the following uses shall not be permitted:

- | | |
|--|------------------------------------|
| a. Equipment Rentals; | s. Art Galleries; |
| b. Truck Rentals; | t. Cinema, Indoor; |
| c. Truck Stop – Diesel Fuel Sales; | u. Cinema, Drive-In; |
| d. Vehicle Leasing/Renting; | v. Commercial Recreation, Outdoor; |
| e. Vehicle Sales; | w. Apartment, Condominiums; |
| f. Funeral Establishments; | x. Assisted Living Facility; |
| g. Health/Fitness Center; | y. Emergency Housing; |
| h. Hospital/Clinic – Small Animal; | z. Emergency Shelters; |
| i. Cafeterias; | aa. Hotels or Motels; |
| j. Micro-Brewery; | bb. Nursing or Rest Home; |
| k. Telemarketing Services; | cc. Permanent Supportive Housing; |
| l. Newspaper Offices and Printing Works; | dd. Traditional Housing; |
| m. Office – Corporate; | ee. Department Store; |
| n. Office – Research and Development; | ff. Landscaping Material Sales; |
| o. Radio and Television Studios; | gg. Secondhand Store; |
| p. Schools, Commercial; | hh. Bus Transfer Station; |
| q. Schools, Trade; | ii. Cemetery; |
| r. Hospitals; | jj. Convention Center; |
| | kk. Monopole; |

RMC 19.60.095(D) Required Findings for Type II and Type III Applications

- A. *The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.*

Response – Consistency with comprehensive plan: The site is designated for commercial use under the City's land use plan. The Commercial land use designation would be implemented through either the C-1 or the C-2 zoning designations.

Additionally, the project will help to implement the following goals and policies contained within the City's comprehensive plan:

LU Goal 1: Plan for growth within the urban growth area and promote compatible land use.

Policy 2: Facilitate planned growth and infill developments within the City.

Comment: The site is located inside both City limits and urban growth area boundaries; is adjacent to developed properties, qualifies as infill development, and so is therefore consistent with policy #2. The proposed rezone would be consistent with the city's land use plan and the overall intent of this goal.

LU Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Policy 2: Ensure that adequate public services are provided in a reasonable time frame for new developments.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Comment: Commercial development of the site will provide an area for needed commercial services in a location adjacent to the intersection of an arterial street and a major collector street. The existing residential developments located within the immediate vicinity, would benefit from the development of commercial services within the site. The site is located in an area where

fully completed utilities, streets, and walking paths have been developed and so the proposal is consistent with Policy #2. The proposed rezone would expand the buildable area within the site, through a reduction in setback requirements, making the site more attractive for commercial development. The proposed development restrictions that would prohibit many C-2 uses and restrict building height would ensure that the intent of the city's land use plan is maintained in conformance with Policy #3.

LU Goal 4: Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services..

Policy 3: Locate neighborhood-oriented commercial land uses in Neighborhood Retail Business areas.

Comment: The proposed rezone would make a narrow and constrained commercial property much more viable for neighborhood commercial services in a location that is centrally located to a number of existing residential neighborhoods that are located in close proximity to the site. (Refer to Figure 6 below.) The effect of the rezone would be to better provide for commercial services in a location where the city's land use plan directs them to be, thus demonstrating consistency with Policy #1 and #3.



Figure 6: Potential Service Area for the Commercial Development of the Site

LU Goal 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

Policy 2: Promote pedestrian and bicycle circulation throughout the community by connecting with the infrastructure and the City's network of parks and trail system.

Comment: The proposed rezone area is located at the intersection of two fully developed arterial and collector streets in a location that the city's plan identifies as suitable for commercial development. The location of the site is ideal for convenient access from adjoining neighborhoods for both vehicles and pedestrians in conformance with policy #1 and #2.

Response – Meets Requirements and Intent of the Richland Code:

RMC 23.220.010(B) states the intent of the C-1 zone as follows:

The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

The proposed rezone, including the development agreement is entirely consistent with the purpose of the C-1 zone. In effect, the change, although reclassifying the property to a C-2 zone, would function as C-1 zoning, with the exception being that the rezone provides for a reduction in the setback along the Steptoe Boulevard frontage. Given the nature of Steptoe Boulevard, which is a primary arterial street and the fact that the land across the street from the site is also zoned for commercial use, the standard C-1 setback requirement would not serve the purpose of minimizing impacts to surrounding residential areas. Future commercial development of the site would comply with C-1 land use and building height requirements. Therefore, the proposed rezone, including the proposed development agreement would be consistent with the requirements and intent of the Richland Municipal Code.

B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC. (SEPA)

Response: The Washington Administrative Code Section 197-11-800(6)(a)(ii)(c) exempts rezone applications for projects that are located within an urban growth area; and that are consistent with the City's comprehensive plan when that plan has been reviewed through the SEPA process. When the City's current plan was adopted in 2017, the plan was evaluated through an Environmental Impact Statement. The plan does identify the site as suitable for commercial development. Therefore, the criteria to meet the exemption from SEPA review are met in this application.

The City has identified critical areas that should be protected from development. These include steep slopes that are subject to landslides, flood plains, wetlands, critical wildlife habitat and aquifer recharge areas. None of these development limitations are known to be present on-site, according to the City's critical areas mapping. Additionally, both Center Parkway and Steptoe Boulevard are fully improved streets under the city's transportation plan and so are sufficient to provide for any increased traffic volumes that would result from the development of the site.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

Response: The proposed rezone application promotes and protects public health, safety and welfare in the following ways:

- Provides for a commercial node that has the potential to provide a variety of neighborhood commercial goods and services to the immediate neighborhoods within portions of South Richland and West Kennewick in a manner that is consistent with the City's adopted comprehensive plan;
- Provides land for future commercial facilities in a location that is adjacent to major transportation corridors;
- Includes a proposal for a development agreement that will protect the adjacent neighborhood from impacts of more intensive land uses and building heights typically permitted within the C-2 zone;
- Maintains the access prohibitions along Steptoe Boulevard to eliminate the potential for vehicle turning movements onto an arterial street and so promotes public safety;
- Maintains appropriate setbacks to ensure adequate light, air and access for adjacent residents and future users of the commercial property.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

Response: The fully developed streets that adjoin the site, on both Center Parkway and Steptoe Boulevard, together with the signalized intersection of those two streets represent full street improvements as identified in the City's transportation plan. As the plan was developed to ensure that traffic facilities would operate at level of Service D or above, it is safe to assume that commercial development of the site will maintain this level of service.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

Response: The proposed conditions suggested in this application – the limitation of building heights and more intensive C-2 zoning land uses would provide the adjacent properties protection from impacts that may result from the approval of this rezone request.

Rezone – Application Form Questions

1. *The unique characteristics, if any, of the property or circumstances of the owner:*

Response: The site's location at the intersection of an arterial street and a major collector street makes it well suited for commercial development. Additionally, there are fully developed residential neighborhoods located in close proximity to the site that would benefit from the development of commercial goods and services. (Refer to Figure 6, above.) Finally, the site is level and free of any significant development constraints and so is capable of supporting commercial development.

2. *Any hardship that may result in the event the rezone is not granted:*

Response: The site's configuration is a long narrow triangular shaped property with the hypotenuse of the triangle formed by Steptoe Boulevard. The C-1 front yard setback requirement of 45 feet along the Steptoe Boulevard frontage creates a hardship for the development of the site. The limitations for development are further complicated by the requirements for moving property access as far away from the Center Parkway/Steptoe intersection as possible and the prohibition of direct access onto Steptoe Boulevard. These requirements resulted in an access easement located along the eastern property boundary. These two circumstances significantly reduce the buildable areas within the site. (Refer to Figure 5A and 5B, above and the Binding Site Plan.) Denial of the requested rezone will likely mean that these otherwise desirable commercial lots will remain vacant or will only be able to support extremely limited commercial development.

In a more typical C-1 zoning situation, a commercial lot frontage is generally across the street from residential land uses. (Examples include the existing C-1 commercial nodes located at the following locations: the southwest corner of Van Giesen and Wright; the southeast corner of Jadwin and McMurray; the northeast corner of McMurray and George Washington Way; the southwest corner of Williams and Thayer; the northwest corner of Swift and Wright and the northwest corner of Duportail and Wright.) A generous front yard setback is a good practice in those circumstances. Here, the requirement for a large setback along Steptoe does not serve the same purpose. The land across Steptoe Boulevard from the site is designated for commercial, not residential use. Also, there is no direct access from Steptoe Boulevard into the site.

Approval of the rezone will significantly enlarge the buildable areas of the site, while still maintaining the same land uses and building heights prescribed in the C-1 zone, provided the City accepts the proposed development agreement.

3. *The manner in which the proposed rezone conforms to patterns in adjacent zones:*

Response: The proposed rezone would change the site from a C-1 zoning designation to a C-2 designation. There would be no discernible change in the development pattern of the area. With the proposed development agreement, future land use would be consistent with C-1 land uses and building heights. The only visible change would be a reduced setback along Steptoe Boulevard, a primary arterial street.

4. *Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:*

Response: All development proposed within this project is consistent with both the City's future land use map as well as the goals and policies of the City's comprehensive plan. (Refer to the above discussion on the project's compliance with comprehensive plan goals.) With the proposed development agreement included in the rezone application, the adjacent residential properties would be protected from any impacts typically associated with C-2 development.

5. *The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:*

Response: Approval of the rezone request will benefit the City through the commercial development of the property, as it provides an opportunity for commercial goods and services to be offered in a portion of South Richland that is already largely developed with residential uses. Residents within both West Kennewick and South Richland neighborhoods would have additional shopping and job opportunities, while the City would receive additional sales and property tax revenues.

Denial of the rezone request would continue to limit the commercial development potential of the site and so would frustrate the City's land use plan, the property owners' desire to develop the property and leave the surrounding residential neighborhoods' demands for commercial good and services unfulfilled.

6. *Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:*

Response: The proposed rezone would not change the type of land use envisioned in the comprehensive plan. The proposed change would eliminate the large front yard setback requirement that is mandated under the C-1 zoning standards. Land uses and building heights, under the proposed development agreement, would be the same as under C-1 zoning. Eliminating the front yard setback requirement associated with C-1 zoning increases the available building areas on this narrow commercial site and consequently represents a significant improvement over the existing zoning regulation.

7. *Whether the proposed rezone represents spot zoning and whether a larger area should be considered:*

Response: The proposed rezone is consistent with the comprehensive plan that calls for commercial development for this site and so cannot be considered spot zoning. It is part of a larger commercial area that includes the parcel that is located west of the site across Steptoe Boulevard. The existing zoning of that parcel is C-1, but given its size and configuration, it is not negatively impacted by the C-1 front yard setback requirements. Under the proposed development agreement, land uses and building heights on the site will mimic C-1 zoning and so there will be no discernible difference between the two commercial sites that lie on both sides of Steptoe Boulevard.

8. *Identify impacts on the environment and public safety:*

Response: The site does not contain any critical areas as identified in the City's critical areas ordinance and has been designated as suitable for commercial development under the City's comprehensive plan. The environmental impacts of the plan were evaluated through the preparation of an environmental impact statement and no specific adverse impacts associated with the development of this site were identified. Future commercial development of the site will be subject to environmental review under the provisions of the State Environmental Policy Act.

The site is bounded by two fully developed streets and a signalized intersection which represents full buildout of the city's street system under the transportation plan. So, access and traffic concerns are adequately addressed. Furthermore, the site is located in an area that is largely developed. Consequently, emergency services that are already

present in the area to serve existing development near the site will be adequate to serve future commercial development. Finally, the type of commercial goods and services that may be developed on site would not likely result in negative impacts to the surrounding properties. Therefore, anticipated impacts to the environment and public safety would be insignificant.

Rezone – Criteria for Review

Washington Courts have applied the following three basic rules when reviewing appeals of rezone applications:

1. There is no presumption favoring the rezone request;

Response: The proposed C-2 commercial zoning is a rational zoning classification for this property for the following reasons:

- The site has been designated as suitable for commercial uses within the City's adopted comprehensive plan. C-2 Retail Business zoning would implement this comprehensive plan designation;
- Commercial land uses, subject to the specific mitigation included in the proposed development agreement, would ensure that the site would be developed with C-1 land uses and building heights. Therefore, there would be no discernible differences between the existing C-1 zoning and the proposed C-2 zoning, other than building setbacks from Steptoe Boulevard;
- The need for 45 foot building setbacks from Steptoe Boulevard is not necessary, given the City's prohibition on the site directly accessing onto Steptoe as well as the fact that the adjoining property across Steptoe Boulevard from the site is also designated for commercial, not residential use.

2. *The proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and*

Response: The site has been designated as suitable for commercial development. Both the C-1 and C-2 zoning districts would implement the commercial land use designation. The proposed rezone is consistent with the comprehensive plan and so a showing of changed circumstances is not required. However, improvements made to Steptoe Boulevard, including a widening of the street section and sidewalks that are separated from the vehicular travel lanes have had the effect of limiting the development potential of the site. The proposed rezone would alleviate this circumstance.

3. *The rezone must have a substantial relationship to the public health, safety, morals or general welfare.*

Response: The proposed rezone is consistent with the land use plan, transportation plan and several goals and policy statements contained in the City's comprehensive plan. It is therefore consistent with the public health, safety, morals or general welfare.

RECORD SURVEY NO. 5258

AMENDING BINDING SITE PLAN NO. BSP 2015-100

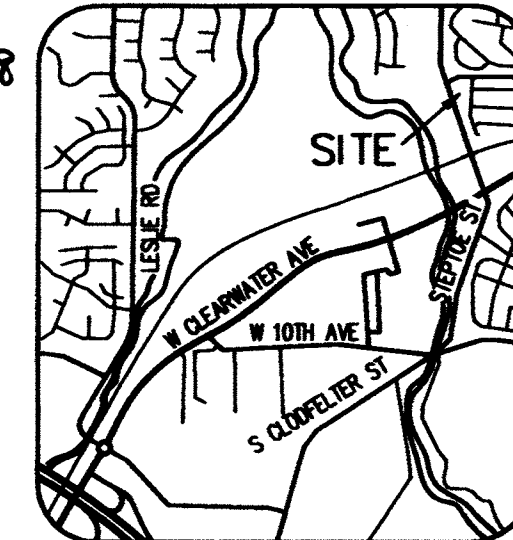
NO. BSP 2019-102

N.E. 1/4 OF SEC. 01, T.8N., R.28E., W.M.,

CITY OF RICHLAND,

BENTON COUNTY, WASHINGTON

AFN: 206-036308



VICINITY SKETCH

NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	172.68	475.00	20°49'45"	S78°50'15"W	171.73
C2	105.75	1052.00	5°45'34"	N20°46'07"W	105.76
C3	21.90	475.00	2°38'31"	S87°55'52"W	21.90
C4	59.16	475.00	7°08'09"	S83°02'33"W	59.12
C5	23.43	20.00	67°06'52"	N32°47'33"E	22.11
C6	31.42	20.00	90°00'00"	S21°20'59"W	28.28
C7	7.93	20.00	22°43'46"	N12°17'08"W	7.88



SCALE 1" = 50'



BASIS OF BEARING

RS#1-4525

EQUIPMENT USED

A THREE-SECOND TOTAL STATION

TOPCON RTK GPS

SPECTRA PRECISION RTK GPS

SURVEY FOR

TIM BUSH

SURVEYOR'S CERTIFICATE

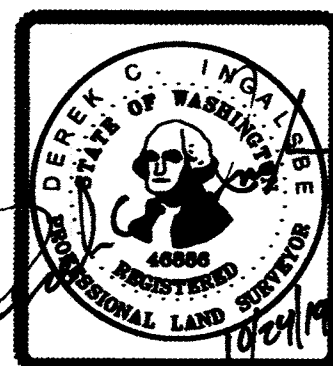
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF KNUTZEN ENGINEERING IN JUNE OF 2019.

Derek C. Longhe

10/24/19

DEREK C. INGALSBE, LS46886

DATE _____



**FOUND 5/8"
REBAR
LS48768**

INDEX

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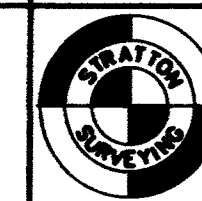
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 8th DAY OF
November, 2019 AT 1 MINUTES PAST 12
P.M. AND RECORDED IN VOLUME 01 OF
SURVEYS PAGE 5258, AT THE REQUEST OF
DEREK C. INGALSBIE, P.L.S.

Brenda Chilton
BENTON COUNTY AUDITOR

Mariam Chikara
DEPUTY

2019-035167
FEE NO.



**STRATTON SURVEYING
& MAPPING, PC**

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364

FAX: (509) 735-6560

stratton@strattonsurvey.com

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© 2019

DATE: 10/24/19

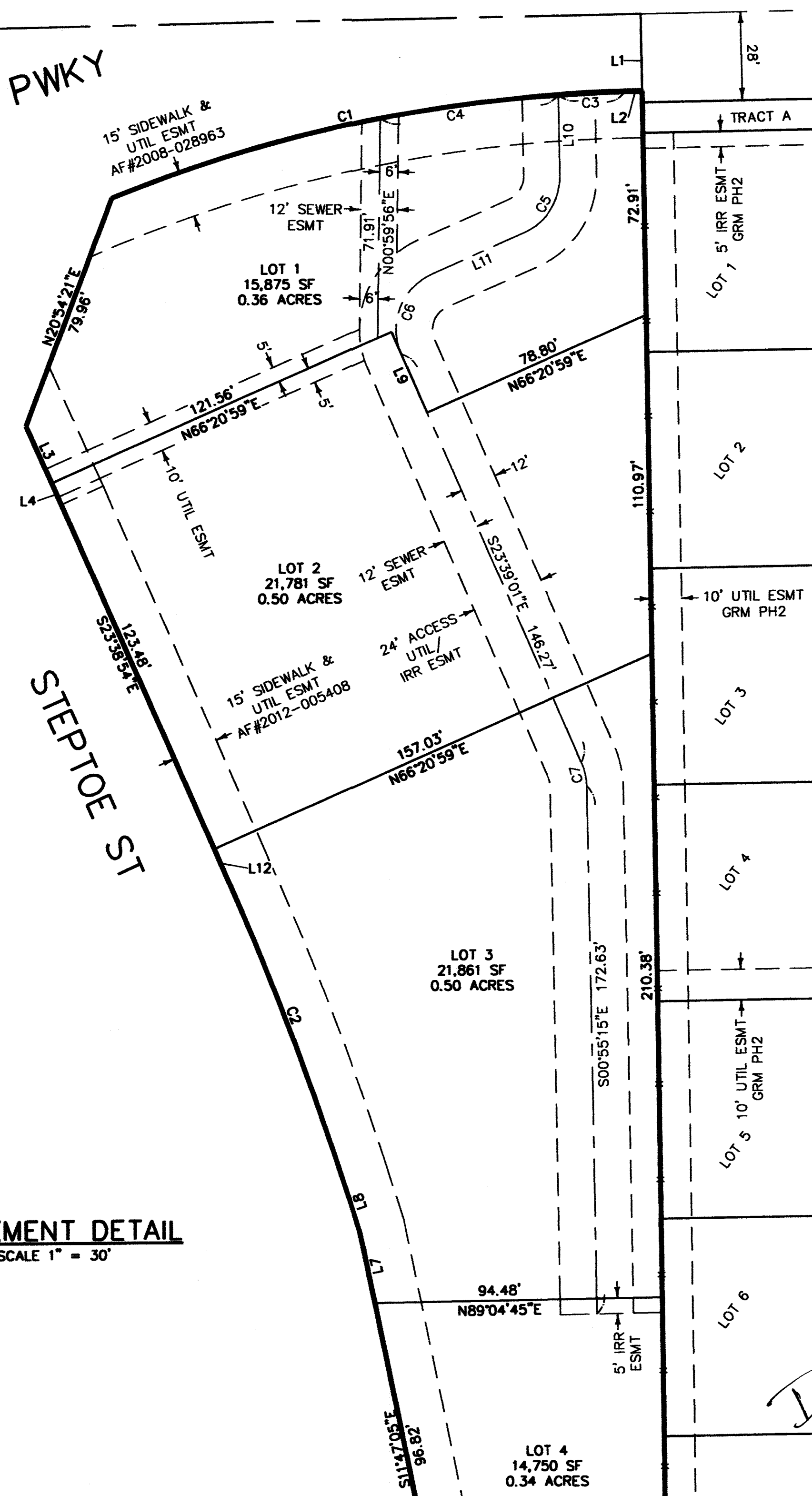
SHT. 1 OF 4

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JOB 5606

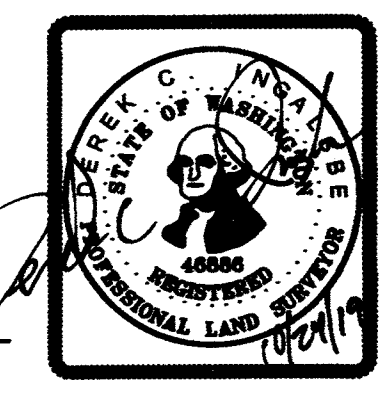
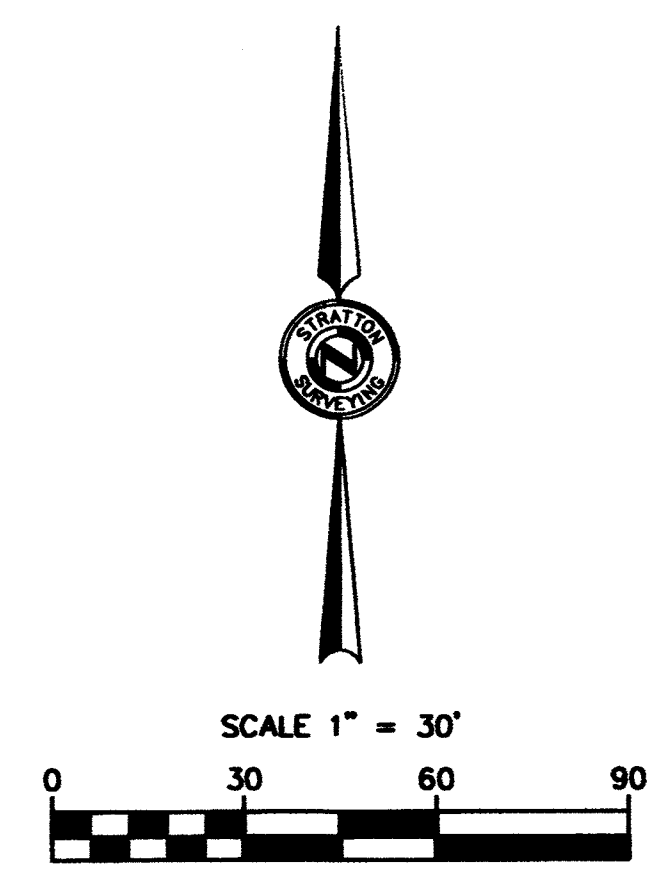
2019-035167 B: 01 P: 5258 SUR
Stratton Surveying & Mapping
Benton County, Benton County Auditor's Office
11/08/2019 12:01:28 PM Pages: 4 Fee: \$202.50

CENTER PWKY



RECORD SURVEY NO. **5258** AMENDING BINDING SITE PLAN NO. BSP 2015-100 NO. BSP 2019-102 N.E. 1/4 OF SEC. 01, T.8N., R.28E., W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

EASEMENT DETAIL
SCALE 1" = 30'



AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 8th DAY OF November, 2019 AT 1 MINUTES PAST 12 P.M., AND RECORDED IN VOLUME 01 OF SURVEYS PAGE 5258, AT THE REQUEST OF Derek C. Ingalsbe, P.L.S.
Brenda Chilton
BENTON COUNTY AUDITOR
DEPUTY [Signature] 2019-085167 FEE NO.

SURVEY FOR	
TIM BUSH	
STRATTON SURVEYING & MAPPING, PC 313 NORTH MORAIN STREET KENNEWICK, WA 99336 (509) 735-7364 FAX: (509) 735-6560 stratton@strattonsurvey.com	
5606BSP1A.DWG	© 2019
DATE: 10/24/19	SHT. 2 OF 4
DRAWN BY: DCI	JOB # 5606

DESCRIPTION-PARENT

THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 24.56 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTER PARKWAY AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 680.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE,
NORTH 17°53'16" WEST 10.11 FEET;
NORTH 17°15'08" WEST 126.95 FEET;
SOUTH 72°44'52" WEST 18.12 FEET;
NORTH 17°15'08" WEST 67.90 FEET;
NORTH 11°47'05" WEST 120.68 FEET;
NORTH 17°53'20" WEST 19.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 72°06'40" WEST 1052.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE 105.75 FEET;
NORTH 23°38'54" WEST 132.66 FEET;
NORTH 24°05'39" WEST 28.19 FEET;
NORTH 20°54'21" EAST 79.96 FEET TO THE END OF SAID COURSES AND THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF CENTER PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 21°34'37" EAST 475.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE 172.68 FEET;
THENCE NORTH 89°15'10" EAST ALONG SAID LINE 5.62 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 74,267 SF / 1.70 ACRES

ALSO KNOWN AS LOTS 1, 2, AND 3 OF BINDING SITE PLAN 2015-100.

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.

DESCRIPTIONS-NEW

LOT 1
THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 24.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CENTER PARKWAY AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 72.91 FEET;
THENCE SOUTH 66°20'59" WEST 78.80 FEET;
THENCE NORTH 23°39'01" WEST 29.00 FEET;
THENCE SOUTH 66°20'59" WEST 121.56 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE NORTH 24°05'39" WEST ALONG SAID LINE 20.48 FEET;
THENCE NORTH 20°54'21" EAST ALONG SAID LINE 79.96 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CENTER PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 21°34'37" EAST 475.00 FEET, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE 172.68 FEET THROUGH A DELTA ANGLE OF 20°49'45";
THENCE NORTH 89°15'10" EAST ALONG SAID LINE 5.62 FEET TO THE SAID TRUE POINT OF BEGINNING

CONTAINS 15,875 SF / 0.36 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.

LOT 2
THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 97.47 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 110.97 FEET;
THENCE SOUTH 66°20'59" WEST 157.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE NORTH 23°38'54" WEST ALONG SAID LINE 123.48 FEET;
THENCE NORTH 24°05'39" WEST ALONG SAID LINE 7.71 FEET;
THENCE NORTH 66°20'59" EAST 121.56 FEET;
THENCE SOUTH 23°39'01" EAST 29.00 FEET;
THENCE NORTH 66°20'59" EAST 78.80 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 21,781 SF / 0.50 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.

RECORD SURVEY NO. 5258

AMENDING BINDING SITE PLAN NO. BSP 2015-100

NO. BSP 2019-102

N.E. 1/4 OF SEC. 01, T.8N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

LOT 3
THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 208.44 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 210.38 FEET;
THENCE SOUTH 89°04'45" WEST 94.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE NORTH 11°47'05" WEST ALONG SAID LINE 23.86 FEET;
THENCE NORTH 17°53'20" WEST ALONG SAID LINE 19.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 72°06'40" WEST 1052.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE 105.75 FEET THROUGH A CENTRAL ANGLE OF 05°45'34";
THENCE NORTH 23°38'54" WEST ALONG SAID LINE 9.18 FEET;
THENCE NORTH 66°20'59" EAST 157.03 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 21,861 SF / 0.50 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.

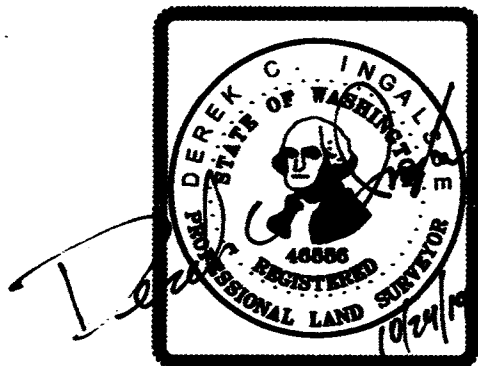
LOT 4
THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 418.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 286.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE,
NORTH 17°53'16" WEST 10.11 FEET;
NORTH 17°15'08" WEST 126.95 FEET;
SOUTH 72°44'52" WEST 18.12 FEET;
NORTH 17°15'08" WEST 67.90 FEET;
NORTH 11°47'05" WEST 96.82 FEET;
THENCE LEAVING SAID COURSES NORTH 89°04'45" EAST 94.48 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 14,750 SF / 0.34 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS AND RESTRICTIONS OF RECORD AND IN VIEW.



SURVEY FOR

TIM BUSH

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 8th DAY OF November, 2019 AT 1 MINUTES PAST 12 P.M. AND RECORDED IN VOLUME 01 OF SURVEYS PAGE 5258, AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.
Brenda Chilton
BENTON COUNTY AUDITOR
DEPUTY
2019-085167
FEE NO.



STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

5606BSP1A.DWG	© 2019
DATE: 10/24/19	SHT. 3 OF 4
DRAWN BY: DCI	JOB # 5606

DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED INTO PARCELS, THAT THE DIVISION OF PROPERTY SHOWN ON THE BINDING SITE PLAN HAS BEEN MADE WITH OUR FREE CONSENT AND DESIRES AND ALSO CERTIFY THAT THE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE PUBLIC FOR THE USES AND PURPOSES SHOWN.

BUSH LIVING TRUST

Timothy T. Bush Trustee 10/28/19
TIMOTHY T. BUSH TITLE DATE
Kathryn L. Bush Trustee 10/28/19
KATHRYN L. BUSH TITLE DATE

ACKNOWLEDGEMENT

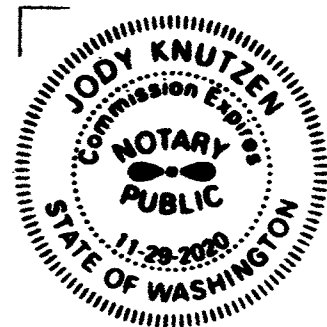
STATE OF WA
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Timothy Bush IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Trustee OF Bush Living Trust, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 10/28/19

Jody Knutzen
PRINTED NOTARY PUBLIC

Jody Knutzen 11-29-2020
SIGNED NOTARY PUBLIC MY APPOINTMENT EXPIRES



NOTARY STAMP
BLACK INK ONLY

ACKNOWLEDGEMENT

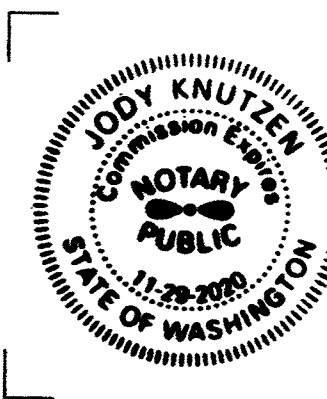
STATE OF WA
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Kathryn L. Bush IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Trustee OF Bush Living Trust, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 10/28/19

Jody Knutzen
PRINTED NOTARY PUBLIC

Jody Knutzen 11-29-2020
SIGNED NOTARY PUBLIC MY APPOINTMENT EXPIRES



NOTARY STAMP
BLACK INK ONLY

RECORD SURVEY NO. 5258

AMENDING BINDING SITE PLAN NO. BSP 2015-100

NO. BSP 2019-102

N.E. 1/4 OF SEC. 01, T.8N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

IRRIGATION

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS BINDING SITE PLAN ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

Dean Dennis
KENNEWICK IRRIGATION DISTRICT

11/5/2019
DATE

CITY NOTES

1. NO BUILDING PERMITS FOR THE PROPOSED LOTS SHALL BE ISSUED FOR ANY STRUCTURE REQUIRING POTABLE WATER AND SANITARY SEWER SERVICE UNTIL AN APPROVED WATER AND SEWER DISTRIBUTION SYSTEM THAT WILL PROVIDE SERVICES TO THE LOT THE STRUCTURE WILL BE BUILT ON HAS BEEN DESIGNED AND ACCEPTED BY THE CITY OF RICHLAND ENGINEERING DEPT. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR ANY STRUCTURE UNTIL SAID SYSTEM IS CONSTRUCTED AND ACCEPTED BY THE CITY. UTILITY INFORMATION IS AVAILABLE THROUGH THE CITY OF RICHLAND.

2. [####] = ADDRESSES SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE 99352.

3. DIRECT ACCESS ONTO STEPTOE STREET FROM THE SITE WILL BE PROHIBITED.

4. THE CITY RESERVES THE RIGHT TO RESTRICT THE 9025 CENTER PARKWAY DRIVEWAY TO RIGHT-IN/RIGHT-OUT, AT THE CITY'S DISCRETION, IN THE FACE OF SAFETY AND OPERATIONAL CONCERNS.

APPROVALS

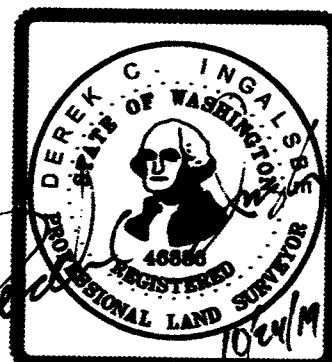
THE BINDING SITE PLAN IS HEREBY APPROVED BY THE CITY OF RICHLAND, WASHINGTON.

Mick St
CITY OF RICHLAND BINDING SITE PLAN ADMINISTRATOR

11/6/19
DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2019 PARCEL NO. 101881BP4808001, 101881BP4808002, 101881BP4808003.

Kenneth Spencer 11/8/19
TREASURER, BENTON COUNTY DATE



SURVEY FOR

TIM BUSH

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 8th DAY OF November, 2019 AT 1 MINUTES PAST 12 P.M. AND RECORDED IN VOLUME 01 OF SURVEYS PAGE 5258. AT THE REQUEST OF DEREK C. INGALSBEE, P.L.S.
Brenda Chilton
BENTON COUNTY AUDITOR
DEPUTY Brenda Chilton 2019-035167
FEE NO.



STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

5606BSP1A.DWG	© 2019
DATE: 10/24/19	SHT. 4 OF 4
DRAWN BY: DCI	JOB # 5606

Invoice

Cascade Title Company of Benton-Franklin Counties
8203 W. Quinault Ave. Ste 10
Kennewick, WA. 99336

Date	Invoice #
6/13/2024	18403

Bill To

Knutzen Engineering
Paul Knutzen
Paul@knutzenengineering.com

Reference

Bush Trustees
9025, 9039, 9053 & 9067 Steptoe St

Due Date

Terms

7/13/2024

Net 30

Description	Amount
Limited Liability Report	300.00T
PLEASE REMIT PAYMENT USING OUR REFERENCE NUMBER THANK YOU!	
Sales Tax (8.7%)	
\$26.10	
Total	
\$326.10	



8203 West Quinault Ave, Suite 10, Kennewick, WA 99336
Phone: 509-783-0660 Fax: 509-783-6612

DISTRIBUTION LIST

Our Order No.: CBF18403
Reference No:
Re: BUSH LIVING TRUST/
Property Address: NA
RICHLAND, WA 99352

This Preliminary Commitment has been prepared and distributed to the following parties:

	Lender
Selling Agent	Listing Agent
	Knutzen Engineering , Contact: Paul Knutzen Email: paul@knutzenengineering.com
Additional Selling Agent	Additional Listing Agent
Buyer's Attorney	Seller's Attorney
Mortgage Broker	Additional Lender

LIMITED LIABILITY REPORT

SCHEDULE A

Office File Number CBF18403 Ref. No.:	Effective Date June 11, 2024 at 8:00 a.m.	Premium \$300.00
--	--	----------------------------

THE ASSURED REFERRED TO ON THE FACE PAGE ARE: **KNUTZEN ENGINEERING**

THAT ACCORDING TO THE COMPANY'S PROPERTY RECORDS RELATIVE TO THE FOLLOWING DESCRIBED REAL PROPERTY (BUT WITHOUT EXAMINATION OF THOSE COMPANY RECORDS MAINTAINED AND INDEXED BY NAME):

SEE ATTACHED EXHIBIT "A"

- A. THE LAST RECORDED INSTRUMENT PURPORTING TO TRANSFER TITLE TO SAID REAL PROPERTY INDICATES THAT TITLE WAS CONVEYED TO:

TIMOTHY T. BUSH AND KATHRYN L. BUSH TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE BUSH LIVING TRUST, DATED AUGUST 18, 1999, AND ANY AMENDMENTS THERETO AS TO PARCELS 1 AND 4 AND BUSH FAMILY GIVING, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AS TO PARCELS 2 AND 3

- B. THERE ARE NO MORTGAGES OR DEEDS OF TRUST WHICH PURPORT TO AFFECT SAID PROPERTY, OTHER THAN THOSE SHOWN BELOW UNDER EXCEPTIONS.

NO GUARANTEE IS MADE REGARDING (A) MATTERS AFFECTING THE BENEFICIAL INTEREST OF ANY MORTGAGE OR DEED OF TRUST WHICH MAY BE SHOWN HEREIN AS AN EXCEPTION, OR (B) OTHER MATTERS WHICH MAY AFFECT ANY SUCH MORTGAGE OR DEED OF TRUST.

NO GUARANTEE IS MADE REGARDING ANY LIENS, CLAIMS OF LIEN, DEFECTS OR ENCUMBRANCES OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, AND, IF INFORMATION WAS REQUESTED BY REFERENCE TO A STREET ADDRESS, NO GUARANTEE IS MADE THAT SAID REAL PROPERTY IS THE SAME AS SAID ADDRESS.

EXCEPTIONS:

1. **LAST HALF OF GENERAL TAXES FOR 2024 OWING IN THE SUM OF \$115,514.00. TAX ACCOUNT NO. 1-0188-1BP-5258-001 (PARCEL A). (FULL YEAR GENERAL TAXES WERE IN THE AMOUNT OF \$2,310.35) (AREA CODE R1) FIRST HALF TAXES ARE DELINQUENT MAY 1; LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.**
2. **LIABILITY TO FUTURE ASSESSMENT BY KENNEWICK IRRIGATION DISTRICT.**

SAID SUBJECT PROPERTY IS WITHIN THE KENNEWICK IRRIGATION DISTRICT; HOWEVER, WAS NOT ASSESSED THIS YEAR.

CONTINUED

3. T & M PERMIT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: UNITED STATES OF AMERICA, ITS SUCCESSORS AND/OR ASSIGNS
DATED: MARCH 13, 1954
RECORDED: MARCH 23, 1954
RECORDING NO.: [326884](#) (INCLUDES OTHER PROPERTY)

4. RECORDABLE CONTRACT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: THE UNITED STATES OF AMERICA
AND: NORTHERN PACIFIC RAILWAY CO.
DATED: APRIL 2, 1956
RECORDED: APRIL 11, 1956
RECORDING NO.: [355503](#) (INCLUDES OTHER PROPERTY)

5. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;
RECORDED: AUGUST 5, 1976
RECORDING NO.: [708431](#) (INCLUDES OTHER PROPERTY)
IN FAVOR OF: UNITED STATES OF AMERICA AND ITS ASSIGNS
FOR: ALTERNATING ELECTRIC POWER TRANSMISSION LINES AND
APPURTENANCES THERETO

A PORTION OF SAID EASEMENT HAS BEEN RELEASED PURSUANT TO QUIT CLAIM DEED
RECORDED JUNE 5, 2014 UNDER AUDITOR'S FILE NUMBER [2014-013303](#). PLEASE REFERENCE
SAID QUIT CLAIM DEED FOR FULL DETAILS.

6. RIGHT OF WAY EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF,
FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY
APPURTENANCES, AS GRANTED BY INSTRUMENT;
RECORDED: APRIL 26, 1978
RECORDING NO.: 757041 (INCLUDES OTHER PROPERTY)
IN FAVOR OF: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON
COUNTY, WASHINGTON, A MUNICIPAL CORPORATION
FOR: CONSTRUCTION, OPERATION AND MAINTENANCE OF AN ELECTRIC
POWER LINE

7. RIGHT OF WAY OF AMON WASTE WAY AS DISCLOSED BY INSTRUMENT RECORDED SEPTEMBER
27, 1979 UNDER AUDITOR'S FILE NUMBER [803521](#), RECORDS OF BENTON COUNTY, WASHINGTON.

8. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;
RECORDED: NOVEMBER 30, 1982
RECORDING NO.: 869563 (INCLUDES OTHER PROPERTY)
IN FAVOR OF: UNITED STATES OF AMERICA AND ITS ASSIGNS
FOR: LOCATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REBUILD,
UPGRADE, REMOVE AND PATROL ONE LINE OF POLES OR STRUCTURES AND
APPURTENANCES

CONTINUED

9. EXCEPTIONS AND RESERVATIONS CONTAINED IN INSTRUMENTS;

FROM: GLACIER PARK COMPANY
RECORDED: AUGUST 6, 1990, AUGUST 15, 1990 AND OCTOBER 13, 1998
RECORDING NOS.: 90-12903, [90-13533](#), [1998-030435](#) (ALL INCLUDE OTHER PROPERTY)
AS FOLLOWS:

EXCEPTING AND RESERVING, HOWEVER, TO THE GRANTOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, FOREVER, ALL RIGHT, TITLE AND INTEREST, AND TO ALL GEOTHERMAL HEAT AND ALL ORES AND MINERALS OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, OIL, GAS, OTHER HYDROCARBONS, CARBON DIOXIDE, COAL, IRON, GAS OCCURRING IN COAL, FORMATION, INDUSTRIAL MINERALS, METALLIC MINERALS, AGGREGATES, SAND, GRAVEL, CLAY, URANIUM, ROCK, INCLUDING, BUT NOT LIMITED TO, ROCK OF A UNIQUE CHARACTER (HEREINAFTER "MINERALS"), IN AND UNDER OR WHICH MAY BE PRODUCED FROM THE ABOVE-DESCRIBED REAL ESTATE (HEREINAFTER "PREMISES"), TOGETHER WITH ALL THE RIGHT TO ENTER UPON THE PREMISES FOR THE PURPOSES OF PROSPECTING AND EXPLORING FOR MINERALS BY GEOPHYSICAL, GEOCHEMICAL OR OTHER MEANS, AND FOR THE PURPOSES OF DRILLING, EXTRACTING, OPERATING AND WORKING ANY EXTRACTION AND PROCESSING FACILITIES BY ANY PROCEDURES WHATSOEVER, AND TAKING OUT, REMOVING, CARRYING AWAY, THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES. PROVIDED, HOWEVER, THAT THE GRANTEE, HIS SUCCESSORS AND ASSIGNS, SHALL BE PAID JUST AND REASONABLE COMPENSATION FOR ANY ACTUAL PHYSICAL INJURY THEREON CAUSED BY THE EXERCISE OF ANY RIGHTS HEREIN RESERVED. THE EXERCISE OF SUCH RIGHTS BY THE GRANTOR OR ITS SUCCESSORS AND ASSIGNS SHALL NOT BE POSTPONED OR DELAYED PENDING REASONABLE EFFORTS TO AGREE UPON, OR HAVE DETERMINED, SUCH JUST AND REASONABLE COMPENSATION.

PLEASE NOTE THE FOLLOWING INSTRUMENTS:

STATUTORY QUITCLAIM DEED, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

RECORDED: JANUARY 7, 1997
RECORDING NUMBER: 97-262
GRANTOR: GLACIER PARK COMPANY, A DELAWARE CORPORATION
GRANTEE: GARY MAUGHAN AND CAROL MAUGHAN AS HUSBAND AND WIFE AND
JOINT TENANTS

SAID INSTRUMENT IS A RE-RECORD OF INSTRUMENT:

RECORDED: FEBRUARY 7, 1996
RECORDING NUMBER: 96-3049

CONTINUED

QUIT CLAIM DEED, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

RECORDED: JUNE 30, 2000
RECORDING NUMBER: [2000-016563](#)
GRANTOR: GARY MAUGHAN AND CAROL MAUGHAN, HUSBAND AND WIFE AND
JOINT TENANTS
GRANTEE: SADDLE MOUNTAIN MINERALS L.L.C., A WASHINGTON LIMITED LIABILITY
COMPANY

NOTICE OF CLAIM TO SEVERED MINERAL INTEREST, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

RECORDED: JANUARY 13, 2009
RECORDING NUMBER: [2009-000812](#)
CLAIMANT: BURLINGTON RESOURCES OIL & GAS COMPANY L.P., A DELAWARE
PARTNERSHIP (FORMERLY KNOWN AS MERIDIAN OIL INC. AND BURLINGTON RESOURCES OIL & GAS COMPANY), AND A WHOLLY OWNED SUBSIDIARY OF CONOCOPHILLIPS

QUIT CLAIM DEED, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

RECORDED: DECEMBER 27, 2012
RECORDING NUMBER: [2012-040751](#)
GRANTOR: SADDLE MOUNTAIN MINERALS, L.L.C., A WASHINGTON LIMITED LIABILITY
COMPANY
GRANTEE: FORTERVA NW, A WASHINGTON NON-PROFIT CORPORATION, FORMERLY
CASCADE LAND CONSERVANCY

QUIT CLAIM DEED, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

RECORDED: AUGUST 5, 2015
RECORDING NUMBER: [2015-023048](#)
GRANTOR: FORTERVA NW, A WASHINGTON NON-PROFIT CORPORATION, FORMERLY
CASCADE LAND CONSERVANCY
GRANTEE: RICHLAND 132, LLC

10. REQUIREMENT OF NOTICE AND THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS THEREOF:

IN FAVOR OF: FORTERRA NW, A WASHINGTON NON-PROFIT CORPORATION
DATED: APRIL 9, 2014
RECORDED: APRIL 22, 2014
RECORDING NO.: [2014-009167](#)

INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (PLEASE REFERENCE THE ABOVE PARAGRAPH FOR THE MINERAL ESTATE)

CONTINUED

THIS REQUIREMENT OF NOTICE IS INTENDED TO: 1) PROVIDE NOTICE OF FORTERRA NW'S OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN; AND 2) INSURE THAT ALL PARTIES SUBMITTING APPLICATIONS FOR LAND USE PERMITS OR APPROVALS ON OR ACROSS ALL OR A PORTION OF SUCH PROPERTY OBTAIN FORTERRA NW'S CONSENT WHEREVER CONSENT OF ALL OWNERS IS REQUIRED, INCLUDING WITHOUT LIMITATION FOR PLATS AND RIGHT-OF-WAYS.

BY QUIT CLAIM DEED RECORDED ON DECEMBER 27, 2012 AMONG THE LAND RECORDS OF BENTON COUNTY, RECORDING NO. 2012-040751, FORTERRA OBTAINED TITLE TO ALL MINERALS AND MINERAL RIGHTS IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE FOLLOWING DESCRIBED CERTAIN REAL PROPERTY.

11. SIDEWALK, UTILITY AND LANDSCAPE EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;

RECORDED: OCTOBER 3, 2008
RECORDING NO.: [2008-028963](#) AFFECTS LOT 1
IN FAVOR OF: CITY OF KENNEWICK
AFFECTS: SUBJECT PROPERTY AND INCLUDES OTHER PROPERTY

12. SLOPE AND DRAINAGE EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;

RECORDED: OCTOBER 3, 2008
RECORDING NO.: [2008-028964](#)
IN FAVOR OF: CITY OF KENNEWICK
AFFECTS: SUBJECT PROPERTY

13. PERMANENT SIDEWALK AND UTILITY EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;

RECORDED: FEBRUARY 3, 2012
RECORDING NO.: [2012-003446](#)
IN FAVOR OF: CITY OF KENNEWICK, A WASHINGTON MUNICIPAL CORPORATION
AFFECTS: SUBJECT PROPERTY

14. PERMANENT SIDEWALK AND UTILTIY EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;

RECORDED: FEBRUARY 24, 2012
RECORDING NO.: [2012-005408](#)
IN FAVOR OF: CITY OF KENNEWICK, A WASHINGTON MUNICIPAL CORPORATION
FOR: SIDEWALKS AND UTILITIES, OF PERPETUAL DURATION

15. CITY OF RICHLAND ORDINANCE NO. 11-14, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, ENTERED INTO;

DATED: JUNE 3, 2014
RECORDED: JULY 16, 2014
RECORDING NO.: [2014-017200](#)

CONTINUED

16. NOTES AS CONTAINED ON THE FACE OF SAID PLAT, AS FOLLOWS:

A) NO BUILDING PERMITS FOR THE PROPOSED LOTS SHALL BE ISSUED FOR ANY STRUCTURE REQUIRING POTABLE WATER AND SANITARY SEWER SERVICE UNTIL AN APPROVED WATER AND SEWER DISTRIBUTION SYSTEM THAT WILL PROVIDE SERVICES TO THE LOT THE STRUCTURE WILL BE BUILT ON HAS BEEN DESIGNED AND ACCEPTED BY THE CITY OF RICHLAND ENGINEERING DEPT. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR ANY STRUCTURE UNTIL SAID SYSTEM IS CONSTRUCTED AND ACCEPTED BY THE CITY. UTILITY INFORMATION IS AVAILABLE THROUGH THE CITY OF RICHLAND.

B) C####] = ADDRESSES SUBJECT TO CHANGE BY THE CITY OR RICHLAND. ZIP CODE 99352.

C) DIRECT ACCESS ONTO STEPTOE STREET FROM THE SITE WILL BE PROHIBITED.

17. EASEMENT DELINEATED ON THE FACE OF THE PLAT OF SAID SUBDIVISION; FOR SIDEWALK, UTILITY, ACCESS, SEWER AND IRRIGATION. (AFFECTS PORTION OF SAID PREMISES)

18. OUTSIDE UTILITY AGREEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

BETWEEN: CITY OF KENNEWICK, A MUNICIPAL CORPORATION

AND: BUSH TRUSTEES TIMOTHY T. AND KATHRYN L.

DATED: SEPTEMBER 30, 2019

RECORDED: SEPTEMBER 30, 2019

RECORDING NO.: [2019-029900](#)

19. UNRECORDED LEASEHOLDS, RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS ON PERSONAL PROPERTY INSTALLED ON THE PREMISES AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES, IF ANY SUCH INTEREST EXISTS.

20. ANY SECURITY INTEREST IN GOODS WHICH ARE OR MAY BECOME FIXTURES LOCATED ON SAID PREMISES CREATED OR EXISTING UNDER THE PROVISIONS OF UNIFORM COMMERCIAL CODE R.C.W. 62-A.

21. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: TIMOTHY T. BUSH AND KATHRYN L. BUSH TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE BUSH LIVING TRUST, DATED AUGUST 18, 1999, AND ANY AMENDMENTS THERETO

TRUSTEE: CASCADE TITLE COMPANY

BENEFICIARY: NUMERICA CREDIT UNION

AMOUNT: \$350,000.00

DATED: January 07, 2020

RECORDED: January 24, 2020

AUDITOR'S FILE NO.: [2020-002677](#)

CONTINUED

22. ASSIGNMENT OF LEASES AND/OR RENTS:

ASSIGNOR: TIMOTHY T. BUSH AND KATHRYN L. BUSH TRUSTEES, OR THEIR
SUCCESSORS IN TRUST, UNDER THE BUSH LIVING TRUST, DATED
AUGUST 18, 1999, AND ANY AMENDMENTS THERETO
ASSIGNEE: NUMERICA CREDIT UNION
RECORDED: January 24, 2020
AUDITOR'S FILE NO.: [2020-002678](#)

23. FINANCING STATEMENT AND THE TERMS AND CONDITIONS THEREOF:

DEBTOR: BUSH LIVING TRUST, DATED AUGUST 18, 1999
SECURED PARTY: NUMERICA CREDIT UNION
COVERS: ALL FURNITURE, FIXTURES, AND EQUIPMENT; WHETHER ANY OF
THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL
ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS
RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY
KIND RELATING TO ANY OF THE FOREGOING
RECORDED: January 24, 2020
AUDITOR'S FILE NO.: [2020-002679](#)

END OF SCHEDULE A EXCEPTIONS.

NOTES:

- a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

NA
RICHLAND, WA 99352

- b. ACCORDING TO THE RECORDS OF BENTON COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.:1-0188-1BP-5258-001 (PARCEL A)

LAND:	NA
IMPROVEMENTS:	NA
TOTAL:	NA

TAX ACCOUNT NO.:1-0188-1BP-5258-002 (PARCEL B)

LAND:	NA
IMPROVEMENTS:	NA
TOTAL:	NA

TAX ACCOUNT NO.:1-0188-1BP-5258-003 (PARCEL C)

LAND:	NA
IMPROVEMENTS:	NA
TOTAL:	NA

TAX ACCOUNT NO.:1-0188-1BP-5258-004 (PARCEL D)

LAND:	NA
IMPROVEMENTS:	NA
TOTAL:	NA

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

LOTS 1-4, BINDING SITE PLAN 5258

- d. GENERAL TAXES FOR 2024 IN THE SUM OF \$1,086.20, ARE PAID IN FULL. TAX ACCOUNT NO. [1-0188-1BP-5258-002](#) (PARCEL B). (AREA CODE R1, FIRST HALF TAXES ARE DELINQUENT MAY 1. LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.)

CONTINUED

- e. GENERAL TAXES FOR 2024 IN THE SUM OF \$978.48, ARE PAID IN FULL. TAX ACCOUNT NO. [1-0188-1BP-5258-003](#) (PARCEL C). (AREA CODE R1, FIRST HALF TAXES ARE DELINQUENT MAY 1. LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.)
- f. GENERAL TAXES FOR 2024 IN THE SUM OF \$561.04, ARE PAID IN FULL. TAX ACCOUNT NO. [1-0188-1BP-5258-004](#) (PARCEL D). (AREA CODE R1, FIRST HALF TAXES ARE DELINQUENT MAY 1. LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.)

EXHIBIT "A"

LOT 1

NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 24.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CENTER PARKWAY AND THE TRUE POINT OF BEGINNING;

**THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 72.91 FEET;
THENCE SOUTH 6°20'59" WEST 78.80 FEET;
THENCE NORTH 23°39'01" WEST 29.00 FEET;
THENCE SOUTH 66°20'59" WEST 121.56 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE NORTH 24°05'39" WEST ALONG SAID LINE 20.48 FEET;
THENCE NORTH 20°54'21" EAST ALONG SAID LINE 79.96 FEET TO THE SOUTHERLY RICHTHOF-WAY LINE OF SAID CENTER PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 21°34'37" EAST 475.00 FEET, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE. 172.68 FEET THROUGH A DELTA ANGLE OF 20°49'45";
THENCE NORTH 89°15'10" EAST ALONG SAID LINE 5.62 FEET TO THE SAID TRUE POINT OF BEGINNING**

LOT 2

THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 97.47 FEET TO THE TRUE POINT OF BEGINNING;

CONTINUED

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 110.97 FEET;
THENCE SOUTH 66°20'59" WEST 157.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE NORTH 23°38'54" WEST ALONG SAID LINE 123.48 FEET;
THENCE NORTH 24°05'39" WEST ALONG SAID LINE 7.71 FEET;
THENCE NORTH 66°20'59" EAST 121.56 FEET;
THENCE SOUTH 23°39'01" EAST 29.00 FEET;
THENCE NORTH 66°20'59" EAST 78.80 FEET TO THE SAID TRUE POINT OF BEGINNING.

LOT 3

THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 208.44 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 210.38 FEET;
THENCE SOUTH 89°04'45" WEST 94.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE NORTH 11°47'05" WEST ALONG SAID LINE 23.86 FEET;
THENCE NORTH 17°53'20" WEST ALONG SAID LINE 19.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 72°06'40" WEST 1,052.00 FEET,
THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE 105.75 FEET THROUGH A CENTRAL ANGLE OF 05°45'34";
THENCE NORTH 23°38'54" WEST ALONG SAID LINE 9.18 FEET;
THENCE NORTH 66°20'59" EAST 157.03 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTINUED

LOT 4

THAT PORTION OF PARCEL 3 AS DEPICTED ON THE RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST ALONG THE EASTERLY LINE OF SAID SECTION 418.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°42'01" EAST ALONG SAID EASTERLY SECTION LINE 286.66 FEET TO THE
EASTERLY RIGHT-OF-WAY LINE OF STEPTOE STREET;
THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE,
NORTH 17°53'16" WEST 10.11 FEET;
NORTH 17°15'08" WEST 126.95 FEET;
SOUTH 72°44'52" WEST 18.12 FEET;
NORTH 17°15'08" WEST 67.90 FEET;
NORTH 11°47'05" WEST 96.82 FEET;
THENCE LEAVING SAID COURSES NORTH 89°04'45" EAST 94.48 FEET TO THE SAID TRUE POINT
OF
BEGINNING.

Cascade Title Company of Benton-Franklin Counties

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Cascade Title Company of Benton-Franklin Counties**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

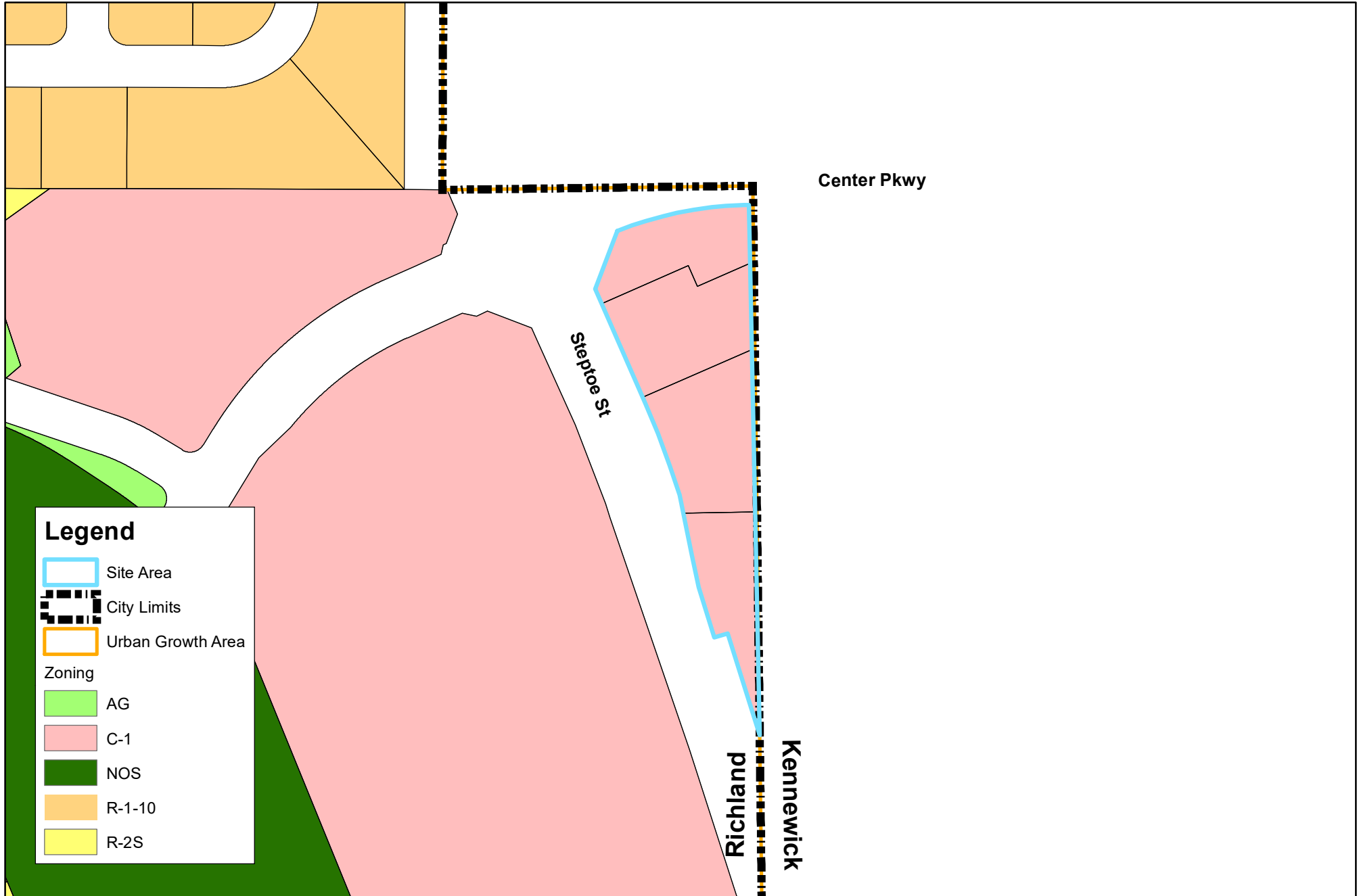
Zoning Map

Item: 9025 Center Pkwy zone change
Applicant: Rick Simon
File #: PLN-T3A-2024-00001

Exhibit 2

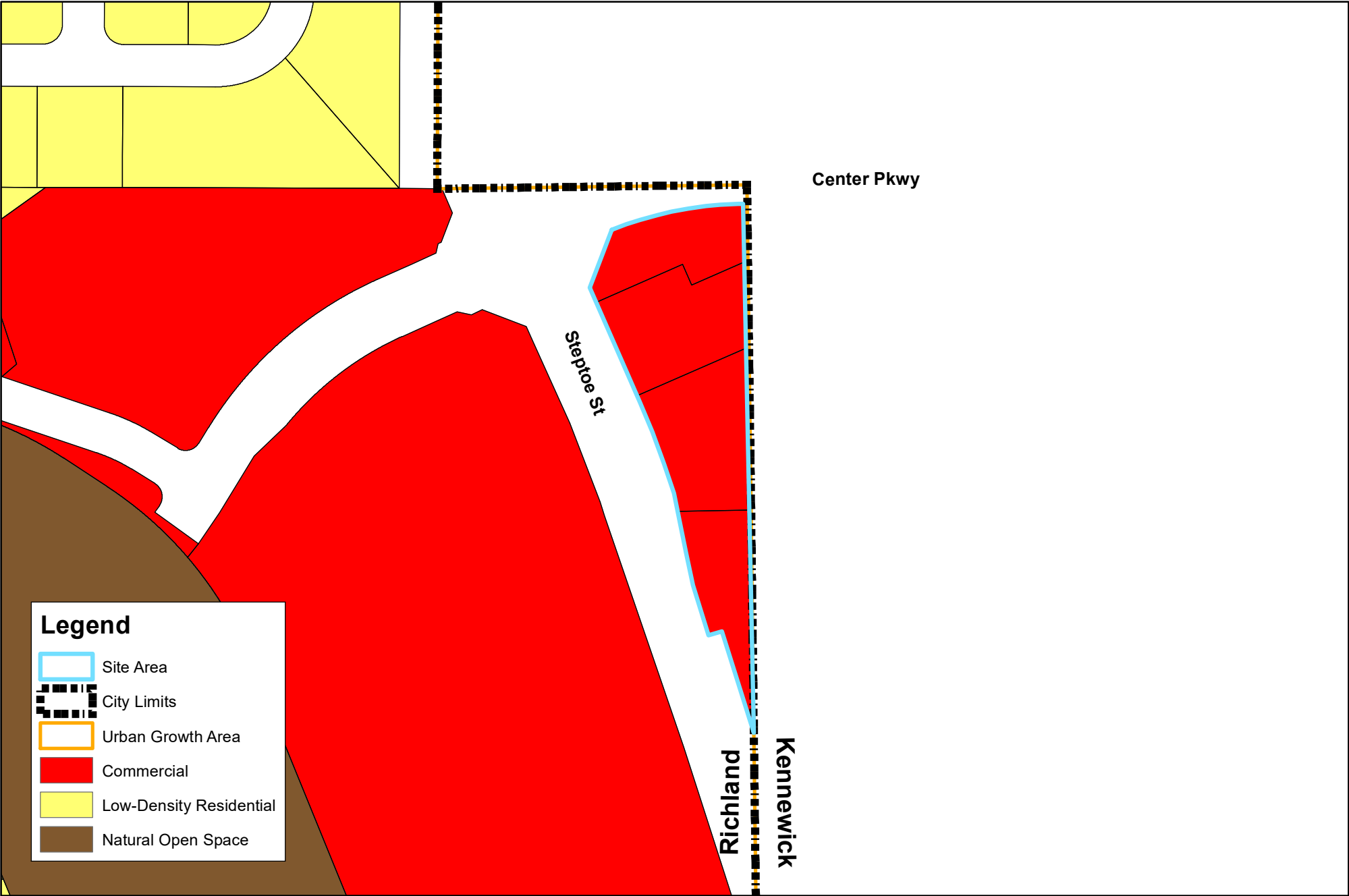
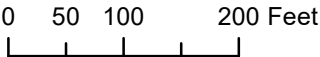


0 50 100 200 Feet



Land Use Map

Item: 9025 Center Pkwy zone change
Applicant: Rick Simon
File #: PLN-T3A-2024-00001



Vicinity Map

Item: 9025 Center Pkwy zone change
Applicant: Rick Simon
File #: PLN-T3A-2024-00001



0 50 100 200 Feet





Richland

Exhibit 3

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (PLN-T3A-2024-00001)

Notice is hereby given that Rick Simon, RPS Planning Consulting LLC. (applicant) has filed a zone change application on behalf of Tim Bush (owner) to rezone approximately 1.7 acres from Neighborhood Retail (C-1) to Retail Business (C-2). The site area is designated as Commercial by the Richland Comprehensive Plan. The applicant has proposed a property use and development agreement to limit specific commercial uses and building height to be similar to the C-1 zone.

Project Site: The project site is located at 9025 Center Parkway, Richland, WA, and the adjacent properties to the south of this property (APNs 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003, and 1-01881BP5258004).

Public Hearing: The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, August 12th, 2024 at City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

Environmental Review: The proposal is not subject to environmental review according to WAC 197-11-904

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may emailed to planning@ci.richland.wa.us. The deadline for written comments is 6:00 p.m., Sunday, August 11th. However, written comments must be received no later than 5:00 p.m. on Thursday, August 1, 2024 to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

Appeal: The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning, Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above referenced applications are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: 9025 Center Pkwy zone change

Applicant: Rick Simon

File #: PLN-T3A-2024-00001



0 50 100 200 Feet



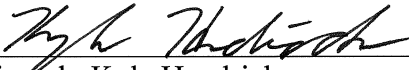
AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

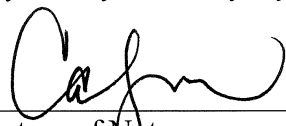
COMES NOW, **Kyle Hendricks**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.
2. On the 18th day of July 2024, I posted the attached NOTICE OF PUBLIC HEARING, File Number PLN-T3A-2024-00001 (9025 Center Parkway Zone Change) in the following locations:

Approximately 85 feet south from the crosswalk of the southeast corner of the Center Parkway and Steptoe Street intersection.


Signed: Kyle Hendricks

SIGNED AND SWORN to before me this 18th day of July, 2024, by Kyle Hendricks.

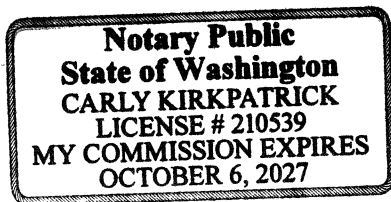

Signature of Notary

Carly Kirkpatrick
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: Oct. 6, 2027

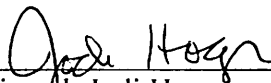


AFFIDAVIT OF MAILING

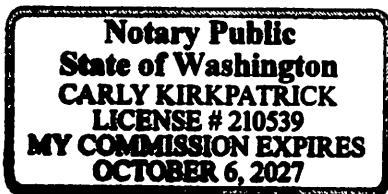
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Jodi Hogan, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 19th day of July 2024, I mailed a copy of the attached Notice of Public Hearing for PLN-T3A-00001 to the attached list of individuals via regular USPS or email on the date indicated above.


Signed: Jodi Hogan

SIGNED AND SWORN to before me this 18th day of July 2024 by




Notary Public in and for the State of Washington,
Carly Kirkpatrick
Print Name
Residing at Benton County
My appointment expires: Oct. 6, 2027

AFFIDAVIT OF MAILING - 1
Notice of Closed Record Hearing attached.
Address list attached.

OCTOBER 8 1953
MA COMMISSION EXHIBIT
LICENSE # 310238
CYNTHIA KIRKBY KIRK
STATE OF MASSACHUSETTS
LAWSON L. HARRIS

CONFIDENTIAL
MASSACHUSETTS
STATE OF MASSACHUSETTS
LAWSON L. HARRIS

WARREN JAMES A & JUDY L
305 N QUEBEC ST
KENNEWICK, WA 99336

PANTELEYEV PAVEL & INNA
215 N QUEBEC ST
KENNEWICK, WA 99336

KORF MARINA Y & ALEKANDR M
207 N QUEBEC ST
KENNEWICK, WA 99336

HOWARD LOWELL E & KYUNG S
105 N QUEBEC STREET
KENNEWICK, WA 99336

RUIZ MANUEL
8907 W BRUNEAU AVE
KENNEWICK, WA 99336

THE BOYCE LIVING TRUST
8902 W BRUNEAU AVE
KENNEWICK, WA 99336

NIPP KATHY M & MARK A
8905 W CLEARWATER PL
KENNEWICK, WA 99336

QUIROGA LETIZIA M
8900 W CLEARWATER PL
KENNEWICK, WA 99336

GRANDRIDGE MEADOWS HOMEOWNER'S ASSOC
1920 N PITTSBURG ST STE A
KENNEWICK, WA 99336

FREITAG TODD
99106 E BRANDON DR
KENNEWICK, WA 99338

CHEN GRACE & WELSH KEITH MILTON
301 N QUEBEC ST
KENNEWICK, WA 99336

ANDRESEN MICHAEL W & KRISTINE M
211 N QUEBEC ST
KENNEWICK, WA 99336

BARTON BAX R
PO BOX 278
SEAHURST, WA 98062

ANEMA RICHARD J & MARYILYN E
101 N QUEBEC ST
KENNEWICK, WA 99336

DONNELLY JACK W & MAYA
8903 W BRUNEAU AVE
KENNEWICK, WA 99336

BISCONER PAM
8906 W BRUNEAU AVE
KENNEWICK, WA 99336

HALL JAMES & IRENE
8901 W CLEARWATER PL
KENNEWICK, WA 99336

QUIGLEY RICHARD N & SHERRIE L
8904 W CLEARWATER PL K
ENNEWICK, WA 99336

GRANDRIDGE MEADOWS HOMEOWNER'S ASSOC
1920 N PITTSBURG ST STE A
KENNEWICK, WA 99336

KEEN JESSE L & KIMBERLEE N
71 N QUEBEC ST
KENNEWICK, WA 99336

RENDERS JOSEPH M & ASHLEY T
57 N QUEBEC ST
KENNEWICK, WA 99338

PACK BRANDON RAY & KIMBERLY N
27 N QUEBEC STREET
KENNEWICK, WA 99336

STEWART CODY M
200 W 50TH AVE
KENNEWICK, WA 99337

SLOVER SHAWN & KIMBERLY
8901 W DESCHUTES DR
KENNEWICK, WA 99336

CHASE KEVIN C
8913 E DESCHUTES DR
KENNEWICK, WA 99336

COMBS MICHAEL S & CORIE A
3927 S MORAIN LOOP
KENNEWICK, WA 99337

ROBLES BIRRUETA LUIS A & ROBLES GINA
9007 W DESCHUTES DRIVE
KENNEWICK, WA 99336

FRIBERG CHRISTOPHER G & CARLA M
9019 W DESCHUTES DR
KENNEWICK, WA 99336-1071

FOSTER CHRISTOPHER L
9031 W DESCHUTES DR
KENNEWICK, WA 99336-1071

COULSON DAVID LEON & KAREN SUE
8912 W DESCHUTES DR
KENNEWICK, WA 99336-1068

REFFALT TOMMY J
43 N QUEBEC ST
KENNEWICK, WA 99336

STEWART JOSHUA STEVEN
8925 W BRUNEAU PL
KENNEWICK, WA 99338

ANDERSON TRUSTEES PAUL ARTHUR & BETSY PALMER
8912 W BRUNEAU PL
KENNEWICK, WA 99336

SWANSON VIVIANNE L
8907 W DESCHUTES
KENNEWICK, WA 99336

PRICE ROGER D & KAREN K
8919 W DESCHUTES DR
KENNEWICK, WA 99336

VANDERVEER EDWARD M
9001 W DESCHUTES DR
KENNEWICK, WA 99336-1071

FLAUCHER REX & SHARON
3602 S VANCOUVER ST
KENNEWICK, WA 99337-3826

HARPER WAYNE A & DEBORAH L
9025 W DESCHUTES DR
KENNEWICK, WA 99336-1071

JACKSON BARIDI & POLITO JULISSA
8908 W DESCHUTES DR
KENNEWICK, WA 99336

MEYER RAYME L
8918 W DESCHUTES DR
KENNEWICK, WA 99336

HOANG THIEC C & NGO THUY B
2612 TIGER LANE
RICHLAND, WA 99352

BUSH FAMILY GIVING LLC
3019 DUPORTAIL ST #226
RICHLAND, WA 99352

BUSH TRUSTEES TIMOTHY T & KATHRYN L
3019 DUPORTAIL ST, STE #226
RICHLAND, WA 99352

RICHLAND 132 LLC
2464 SW GLACIER PLACE STE 110
REDMOND, OR 97756

O'DONNELL JAMES A & COROLYN T
2624 TIGER LN
RICHLAND, WA 99352

BUSH FAMILY GIVING LLC
3019 DUPORTAIL ST #226
RICHLAND, WA 99352

RICHLAND 132 LLC
2464 SW GLACIER PLACE STE 110
REDMOND, OR 97756

BUSH TRUSTEES TIMOTHY T & KATHRYN L
3019 DUPORTAIL ST, STE #226
RICHLAND, WA 99352



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36823	575738	Print Legal Ad-IPL01849970 - IPL0184997	HE PHN PLN-T3A-2024-0	\$169.93	1	57 L

Attention: (company)

CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-05
RICHLAND, WA 99352

janderson@ci.richland.wa.us

**CITY OF RICHLAND
NOTICE OF APPLICATION,
PUBLIC HEARING
(PLN-T3A-2024-00001)**

Notice: Rick Simon, RPS Planning Consulting LLC (applicant), has filed a zone change application on behalf of Tim Bush (owner) to rezone approximately 1.7 acres from Neighborhood Retail (C-1) to Retail Business (C-2). The site area is designated as Commercial by the Richland Comprehensive Plan. The applicant has proposed a property use and development agreement to limit specific commercial uses and building height to be similar to the C-1 zone.

Project Site: The project site is located at 9025 Center Parkway, Richland, WA, and the adjacent properties to the south of this property (APNs 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003, and 1-01881BP5258004).

Public Hearing: The Richland Hearing Examiner will conduct a public hearing and review of the application on **Monday, August 12, 2024 at 6:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

Environmental Review: The proposal is not subject to environmental review according to WAC 197-11-904.

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to planning@ci.richland.wa.us. The deadline for written comments is 6:00 p.m. on Sunday, August 11, 2024. However, written comments must be received no later than 5:00 p.m. on Thursday, August 1, 2024, to be incorporated into the staff report. Comments received after that time will be entered into the record during the public hearing.

Date Published: Sunday, July 28, 2024
IPL0184997
Jul 28 2024

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Mary Castro, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time (s) commencing on 07/28/2024, and ending on 07/28/2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:

07/28/24

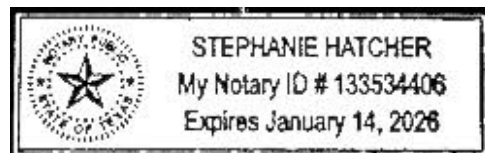
Mary Castro

(Signature of Legals Clerk)

Sworn to and subscribed before me this 29th day of July in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

***PUBLIC WORKS
CIVIL AND UTILITY ENGINEERING***

TO: CITY OF RICHLAND PLANNING DEPARTMENT
FROM: JOHN WHITTIER – CIVIL ENGINEER 1
DATE: JULY 30th, 2024
SUBJECT: REZONE APPLICATION #PLN-T3A-2024-00001 – 9025 CENTER PKWY

To whom it may concern,

The Public Works Permitting Department reviewed the submitted Re-Zone application for 9025 Center Pkwy. received on July 19th, 2024, and have the following comments noted below.

1. As mentioned in the report, direct access onto Steptoe St. will be prohibited for this location. The project will be required to maintain the existing access easement off Center Parkway for all lots.
2. *Advisory Comment Only:* Note that water and sewer services will have to be extended to individual properties at the time of future commercial construction.

If you have any questions, please let me know.

Thank you,
John T. Whittier, PE
509-942-7649

From: [Castle,Angela C \(CONTR\) - TERR-PASCO](#)
To: [Planning](#)
Subject: RE: [EXTERNAL] PLN-T3A-2024-00001 Rezone 9025 Center Parkway
Date: Monday, July 22, 2024 1:30:29 PM
Attachments: [image001.png](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Hello Mike,

Thank you for the opportunity to comment. BPA has no facilities in the vicinity of this project, and therefore has no comments or concerns.

Thank You

Angela Castle

(Contractor) Actalent

Realty Technician II

BPA, TERR

ACCastle@BPA.gov

O: 509-544-4747 C: 564-236-5124

2211 N Commercial Ave

Pasco WA 99301

From: Planning <planning@ci.richland.wa.us>

Sent: Friday, July 19, 2024 11:39 AM

To: _Address Change Notification_All; Castle,Angela C (CONTR) - TERR-PASCO <ACCastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; deanah.watson@commerce.wa.gov; Davis, Deanna <d.davis@bces.wa.gov>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; ian_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Kinch,James L (BPA) - TERR-BELL-1 <JLKinch@bpa.gov>; Jodeer@bfhd.wa.gov; John Lyle

<john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Cummings, Nicole M (BPA) - TERR-TRI CITIES RMHQ <NMCummings@bpa.gov>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>
Subject: [EXTERNAL] PLN-T3A-2024-00001 Rezone 9025 Center Parkway

Hello Everybody,

Rick Simon, RPS Planning Consulting LLC. (applicant) has filed a zone change application on behalf of Tim Bush (owner) to rezone approximately 1.7 acres from Neighborhood Retail (C-1) to Retail Business (C-2). The project site is located at 9025 Center Parkway, Richland, WA, and the adjacent properties to the south of this property (APNs 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003, and 1-01881BP5258004). Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM on Thursday, August 1, 2024. Comments may be submitted via e-mail to planning@ci.richland.wa.us or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Your timely review is very much appreciated.

Thank you,



Jodi Hogan
Permit Technician I
625 Swift Blvd., MS-35| Richland, WA 99352
(509) 942-7771

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From: [Rodgers, Deborah \(CONTR\) - TERR-TRI CITIES RMHQ](#)
To: [Planning](#)
Subject: RE: [EXTERNAL] PLN-T3A-2024-00001 Rezone 9025 Center Parkway
Date: Thursday, August 1, 2024 4:19:03 PM
Attachments: [image002.png](#)
[image003.png](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Jodi,

Bonneville Power Administration (BPA) has had the opportunity to review PLN-T3A-2024-00001 Rezone 9025 Center Parkway.

In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to contact Nicole Cummings at (509) 542-5499 or by email at nmcummings@bpa.gov.

Thank you for the opportunity to review this application.



[APPLICATION FOR PROPOSED USE OF BPA RIGHT-OF-WAY](#)

[Landowner Safety - Bonneville Power Administration \(bpa.gov\)](#)

[Vegetation Management - Bonneville Power Administration \(bpa.gov\)](#)

From: Planning <planning@ci.richland.wa.us>

Sent: Friday, July 19, 2024 11:39 AM

To: _Address Change Notification_All; Castle, Angela C (CONTR) - TERR-PASCO <ACCastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; city@basindisposal.com; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig

<C.Hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; deanah.watson@commerce.wa.gov; Davis, Deanna <d.davis@bces.wa.gov>; Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; ian_gray@yakama.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcschane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Kinch, James L (BPA) - TERR-BELL-1 <JLKinch@bpa.gov>; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdekyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Cummings, Nicole M (BPA) - TERR-TRI CITIES RMHQ <NMCummings@bpa.gov>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@CI.RICHLAND.WA.US>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA BFHD <SEPA@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>

Subject: [EXTERNAL] PLN-T3A-2024-00001 Rezone 9025 Center Parkway

Hello Everybody,

Rick Simon, RPS Planning Consulting LLC. (applicant) has filed a zone change application on behalf of Tim Bush (owner) to rezone approximately 1.7 acres from Neighborhood Retail (C-1) to Retail Business (C-2). The project site is located at 9025 Center Parkway, Richland, WA, and the adjacent properties to the south of this property (APNs 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003, and 1-01881BP5258004). Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM on Thursday, August 1, 2024. Comments may be submitted via e-mail to planning@ci.richland.wa.us or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Your timely review is very much appreciated.

Thank you,



Jodi Hogan

Permit Technician I

625 Swift Blvd., MS-35| Richland, WA 99352

(509) 942-7771

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2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

July 31, 2024

Jodi Hogan/ Permit Technician I
City of Richland – Development Services Department
625 Swift Blvd, MS #35
Richland, WA 99352
509-942-7771

Subject: Review Comments for PLN-T3-2024-00001 – 9025 Center Parkway - DRY

To Whom it May Concern:

The Kennewick Irrigation District has received a request for zone change to rezone approximately 1.70 acres from Neighborhood Retail (C-1) to Retail Business (C-2), the project is located at 9025 Center Parkway, Richland, WA.

1. This parcel is within the Kennewick Irrigation District (KID) boundaries, but is not considered irrigable lands; therefore, the Kennewick Irrigation District does not assess them.
 - a. A water allotment is not assigned to this property. Water for a new allotment is unavailable at this location.
2. Please note that permanent structures are not allowed within irrigation easements.
3. Please protect all existing irrigation facilities.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

Chris D. Sittman
Engineering Department/CAD Specia

cc: LB\correspondence\File: [01-08-28]
Applicant via mail – Rick Simon, RPS Planning Consultant, LLC, 98402 N. Harrington Rd., W. Richland, WA 99353

From: [Brett Menaker](#)
To: [Hendricks, Kyle](#)
Cc: [Jack Briggs](#); [Jack Donnelly](#); [angeloanthony41@gmail.com](#); [Jim Lampman](#); [Richelle Vandiver](#); [Megan Quinn](#)
Subject: Grandridge Meadows HOA objection to Bush rezone request (PLN-T3A-2024-00001)
Date: Wednesday, July 31, 2024 8:30:17 PM

You don't often get email from brett.menaker@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Dear Mr. Hendricks:

The objections by the Grandridge Meadows board of directors to this proposed rezone are two-fold:

Rezoning from C1 (neighborhood retail) to C2, even with permissible uses limited to those allowed by the existing C-1 would permit structures with increased detrimental effect on the adjacent homes in our subdivision.

Structures of larger size can be expected to attract more people and vehicles resulting in greater increased traffic on Center Parkway at a location with very limited sight lines and intersection with north Quebec Street.

Insufficient information: We would ask the city to review our HOA's previous concerns about the small triangle of land involved and our past objections to retail developments Mr. Bush has proposed in the past.

We would also ask that, prior to any rezoning, Mr. Bush (or any prospective buyer) designate what is proposed for the land in order that adjacent home owners can evaluate and possibly protest any development that would decrease either their livability or the value of their homes.

Traffic: There are only two points of entry or exit from Grandridge Meadows, - north Montana Street and north Quebec Street. Both of these must be accessed via Center Parkway. Quebec Street is located near the entry to the property at issue and on a curve on Center Parkway. The curvature makes it difficult to safely exit Quebec Street onto Center Parkway as available sight distance is short. The problem has been intensified of late by increased traffic along Steptoe and Center Parkway – a condition that will worsen with proposed large developments off Steptoe and along Bob Olson Parkway

We ask that Richland take our concerns under consideration and keep our HOA in touch with all developments via our management company, EverStar Realty 1920 N Pittsburgh St., Kennewick, WA 99336, 509-735-4042) (Megan Quinn).

Incidentally, Mr. Bush's application page 7 list of C-2 uses that would not be allowed if the

change is approved includes **Traditional** housing. I assume this is a typo as the tabulation of allowable uses for various commercial zoning categories in RMC23.22.030 lists **Transitional** housing.

Hendricks, Kyle

From: Andresen <andresenx2@aol.com>
Sent: Tuesday, July 23, 2024 3:08 PM
To: Hendricks, Kyle
Subject: RE: Notice of Application and Public Hearing (pln-t3a-2024-00001)

You don't often get email from andresenx2@aol.com. [Learn why this is important](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Kyle,

Thank you for the excellent customer service, clear explanation, and link to the referral package.

Michael Andresen

[Sent from AOL on Android](#)

Ts&zj 8z&78&7579fy75<UR Mj siw hpxP~qj%
Apmj siw hpxE hr&hm f si3| f3x C%| wt yj %

Hello Michael,

Thank you for reaching out! In their application materials the applicant has indicated that they understand the proximity to a residential neighborhood. Creating a property use and development agreement (PUDA) stays with the property until a change is proposed. Each condition within the PUDA should be followed when reviewing a project proposal on the property. So, if a PUDA says these lots cannot build higher than 30 feet (C-1 zone) then no buildings should exceed that height, despite change of ownership, unless an application to revise the PUDA or zoning change is submitted and adopted.

A portion of the applicant's language:

"Nonetheless, in order to provide some assurance to adjacent landowners, the owner is willing to enter into a development agreement with the City that would limit future development on the site to building heights of 30 feet and prohibiting the development of a wide range of C-2 land uses."

The list of proposed uses to not be permitted is a bit extensive so I recommend reviewing the referral packet. The referral packet with all application materials can be found on the City of Richland website under Departments, Development services, Planning, Land Use or with this [link](#).

I hope this helps and please let me know if you have further questions or comments regarding this matter.



Kyle Hendricks

Planner

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7683

From: Andresen <andresenx2@aol.com>
Sent: Tuesday, July 23, 2024 1:10 PM
To: Hendricks, Kyle <khendricks@ci.richland.wa.us>
Subject: Notice of Application and Public Hearing (pln-t3a-2024-00001)

You don't often get email from andresenx2@aol.com. [Learn why this is important](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Mr. Hendricks,

We received from your office the subject notice. Thank you.

Our house is right behind the subject property.

Does the sentence "The applicant has proposed a property use and development agreement to limit specific commercial uses and building height to be similar to the C-1 zone." mean nobody can build taller than 30 feet without a further rezoning? Or could the current or future land owner build up to the 80 feet with out city input?

Michael Andresen

211 N Quebec St

Kennewick WA 99336

[Sent from AOL on Android](#)

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Hendricks, Kyle

From: Planning
Sent: Tuesday, July 30, 2024 4:35 PM
To: toddandsherri@charter.net
Subject: RE: project site 9025 center parkway

Hello Mr. Freitag,

Thank you for your comment, it will be included in the staff report/public record and taken into consideration by the Hearing Examiner. Providing specific reasons as to why you are in opposition will be most helpful in the Hearing Examiners review of the application. If you would like to include specific reasons, you may attend the meeting and verbally present these reasons to be entered into the record, or you may provide written comment until 5:00PM August 1st to be included in the staff report, or until 5:00PM August 12th to be entered into the record, which will still be reviewed by the Hearing Examiner when issuing their decision after the meeting.

Hope this helps,



Kyle Hendricks
Planner

625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7683

From: toddandsherri@charter.net <toddandsherri@charter.net>
Sent: Monday, July 29, 2024 12:09 PM
To: Planning <planning@ci.richland.wa.us>
Subject: project site 9025 center parkway

You don't often get email from toddandsherri@charter.net. [Learn why this is important](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Kyle Hendricks:

I am the owner of the home at 87 N. Quebec
Todd Freitag.

I am NOT in favor of the zone change, please let me know if attending the meeting has a bigger impact on the decision making process

Thank You

Todd Freitag

August 6, 2024

Dear Mr. Kyle Hendricks (City of Richland):

Re: STRONG OBJECTION TO REZONING in Notice of Application PLN-T3A-2024-00001

Thanks for the public notice of the application by Mr. Tim Bush to rezone this small 1.4-acre parcel located immediately adjacent to a residential neighborhood, as well as two other residential neighborhoods.

I am a homeowner in the Grandridge Meadows neighborhood, which is located directly east of this subject property and is most likely the most affected by this proposed rezoning. To be blunt and direct on this matter, I strongly object to the rezoning proposed for the following reasons below:

1. The current land zoning for this 1.4 acres is “neighborhood retail (C-1) for a reason. That reason is this 1.4-acre plot is IMMEDIATELY ADJACENT AND ABUTTs the **Grandridge Meadows neighborhood, emphasis added**, and there are two other neighborhoods directly next door as well, which is across Center Parkway, and the soon to be built neighborhood across Steptoe that is owned by Hayden Homes. This 1.4-acre plot has neighborhoods on three sides and the last side is a major railroad line. I can only imagine; the City of Richland approved the current C-1 zoning because of this substantial point with neighborhoods in close proximity, not to mention the **extreme** proximity to 8 residential homes within feet or inches (due east) of this 1.4-acre plot. The request to change the zoning is being made by the current owner and not the City of Richland, and NO REASON or REASONS are given to why the change by the current landowner. Thus, the landowner and the City of Richland have not provided a reasonable basis as to why the zoning is proposed for a change, which is unfathomable. The simple fact is this land was already zoned C-1 due to solid reasoning by the City of Richland because of the neighborhoods and to protect residents in these neighborhoods. While the application makes mention that if the rezoning to C-2 is approved, the new zoning would be “similar” to C-1 zoning, says absolutely nothing and has zero explanation about what that means, and more importantly, the word “similar” DOES NOT

MEAN "SAME." Any reasonable homeowner knows the rules and restrictions are less restrictive for C-2 zoning, and thus would have more negative impacts and undue duress to residential neighborhoods immediately adjacent. There is no regulatory or sound basis for the City of Richland to approve the zoning change for this land-locked 1.4-acre plot that has no room to support full commercial retail zoning of C-2. This point should be sufficient for the City of Richland to deny the rezoning request to ensure that these neighborhoods are protected pursuant to the already approved zoning requirements of C-1. While not a threat, should the city approve this rezoning without a thorough and adequate basis and explanation to the immediate neighborhoods in your recent notice of a public hearing, you are likely subject to future lawsuits for improper and inadequate information provided to the public, as well as contradicting your past approval of this land as C-1, which remains the proper zoning.

2. C-1 setbacks are larger distances because of the adjacent neighborhoods and to protect residents, which further justifies the current zoning remain C-1. These setbacks are there for a reason, which is to protect the nearby homeowners. The setbacks for the C-2 zoning are much shorter, which really means the proposed buildings could be even closer to the homes if approved. Without a proper assessment of the impacts of the shorter setbacks due to the adjacent neighborhoods, the rezoning to C-2 is not possible and would not be supported based on light pollution, noise pollution, blockage of views, and most likely other codes that may apply.
3. The current assessed values of all homes on N. Quebec Street (eight) in Grandridge Meadows are currently based on the existing C-1 zoning in our neighborhood, as well as maybe other homes in the neighborhood that are also adjacent to this 1.4-acre plot. There has been no assessed value reduction completed for these homes and possibly others because of the proposed zoning change to C-2. The impact to these homeowners will be catastrophic with a zoning change to C-2, and we know the assessed property values will drop significantly based on a rezoning. Should the City of Richland approve this new zoning without a proper impact evaluation to the

home assessed values, you would be negligent and potentially liable for a lawsuit from various homeowner that may choose to seek damages because of approving a zoning change that is not warranted or substantiated.

4. While the City of Richland notice states an environmental review is not required, there are several environmental factors that would need to be assessed or evaluated as a precursor before any zoning change occurred. These factors include there is no location or space to properly manage stormwater runoff from any parking lots, roof drains, and landscape areas associated with a C-2 zoning, as well as dust mitigation requirements to comply with Benton County Clean Air Authority. Additionally, while we are not engineers, the stability of soils in this area is highly suspect with steep drop-offs to the existing Steptoe Street, and possible landslides from this area are high with additional building on this site.
5. Should the City of Richland approve this new zoning, irrespective of the objections above, additional mitigation measures would be required to maybe help offset the negative consequences of retail business zoning to C-2. These measures are likely costly but are necessary to protect the livability of the homeowners whose backyards immediate face this property and other surrounding neighborhoods. Actions may include a taller block wall system to shield noise and light without obstructing the limited view already provided by the existing block wall because of the City of Richland allowing the existing coffee shop to be built; or other engineering controls to limit light pollution or fugitive emissions resulting from increased traffic.
6. This 1.4-acre parcel is zoned C-1 and should remain C-1. It is a mere 1.4 acres buried within residential neighborhoods, and there is NO ROOM TO EXPAND. Leave the land as zoned and protect the neighborhoods immediately impacted. A major point that I assume is correct is that the burden of proof and justification is on the LANDOWNER to provide sufficient basis and reason for the change, and that is NOT APPARENT at any level. The only person that benefits from the rezoning is ONE PERSON – Tim Bush, while

countless homeowners suffer the industrialization of their backyards for this pathetic small 1.4-acre parcel, which serves no real realistic purpose for regular retail. This 1.4-acres plot still has plenty of opportunity for the landowner to use it under the C-1 zoning framework. Maybe the landowner sells the land to the City of Richland and the city can turn it into a small park to benefit the existing neighborhoods, or just let Tim Bush sell the property to willing stakeholders under the EXISTING, APPROVED C-1 zoning that is PERMITTED by the City of Richland.

To be clear, I have no personal issue with Tim Bush but do firmly stand my ground that he has not demonstrated any compelling reason to warrant a zoning change. There are many more options available to utilize the existing C-1 zoning for Mr. Bush to build something on this 1.4-acre plot that DOES NOT impact the residential neighbors.

Thanks for allowing public comments via electronic mail. I do plan to share this letter with one of the Grandridge Meadows officers of the Homeowners Association, who in fact may attend the public meeting.

Sincerely, Jack Donnelly

To: Mike Stevens, Richland city planner

Aug. 12, 2024

From Jack Briggs, Grandridge Meadows HOA board member and Architectural Control Committee member

Re: Objection to Bush rezone and land use request PLN-T3A-2024-00001

My name is Jack Briggs. For 10 years as a board member of the Grandridge Meadows Homeowners Association and a member of its Architectural Control Committee I, and others, have been trying to ensure that development of the tiny sliver of land perched above Steptoe Street that we are talking about tonight does not adversely affect our adjacent homeowners.

The 1.7 acres of Richland land is on the Kennewick side of the Richland-Kennewick division of Steptoe. It was apparently orphaned that way when Steptoe was developed to pass under the railroad tracks. So we are dealing here with a small triangular strip of land whose owner has tried for 10 years to develop, with the only success being a coffee shop.

That's hardly surprising because the land is squeezed between two busy arterial highways, a major rail line and a long-established residential subdivision.

The only entrance and exit possible to this land is a lane leading to the coffee shop and to get there can require navigating five lanes of traffic at a point on Center Parkway where visibility is restricted because the entrance is where the road bends and is within yards of the major Center Parkway-Steptoe intersection which has 24 lanes of traffic coming in and leaving.

It is a busy intersection which will undoubtedly carry even more traffic with Kennewick's large development being built along the new Bob Olson Parkway, as well as the city of Richland's anticipation of some 320 homes – many already built -and a large unbuilt commercial development immediately adjacent to that intersection.

And that does not take into account what we believe is Richland's plan eventually to tie that intersection to a road across Creekstone to Leslie and, I understand, eventually over the hill to Queensgate.

Let's look at the zoning regulations. The city says that apart from the Steptoe setback nothing would change because the land owner has agreed he will develop as though the land were still zoned C-1.

So instead of a 45 foot high wall just 15 feet from homes the wall would be 30 feet high. But that still allows people in the new developments to stare down on home owners' backyard and windows.

The proposed agreement also lists some 30 structures that won't be built on the 1.7 acres. But our HOA concern is not what WON'T BE BUILT, but specifically what WILL BE BUILT.

The present C1 zoning is intended, according to the city code, to provide (quote) "retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area". (unquote) The change that is being requested to C-2 would (quote) provide a wide range of retail businesses and services compatible to the core of the city and provide a focal point for the commerce of the city.

The application also argues that a wider scope of use would benefit the city by increasing taxes and give nearby home owners increased shopping choices. First, this is only 1.7 acres. Second, all those home owners are just five minutes away from the shopping variety on Gage Boulevard, plus Safeway, Costco and Columbia Center.

We would also argue with the city's finding that the change was not subject to environmental review. How about the living environment? Presently our affected home owners have a clear view of Rattlesnake and Badger mountains – and wonderful sunsets. All could be replaced by a 30-foot-high building, just feet from their backyards and windows.

In closing, I would respectfully remind the city and the hearing examiner that in 2014 this land was zoned low density residential. In 2014 that was changed to C-1 to accommodate a coffee shop, then a variance to allow a drive-through window. But with that change the hearing examiner imposed setback, landscaping and elevation changes to protect the adjacent homes.

Now we learn those conditions apply only to the coffee shop area and not to the adjacent land now under consideration. We feel that we have been the subject of either lack of surveillance on our part, or bait and switch by someone else.

Signed:

Jack Briggs

8709 W. Bruneau Ave,

Kennewick, WA 99336

509-430-1434

To: Mike Stevens, Richland city planner

Aug. 12, 2024

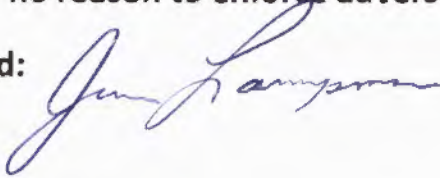
From Jim Lampman, Grandridge Meadows HOA board member and
Architectural Control Committee member

I do not wish to duplicate protests that have already been filed by the Grandridge Meadows HOA chair, or by other members of that board. But allow me, as a, HOA and Architectural committee member who also objects to this proposed change, to condense and consolidate our objections.

1. This is a tiny 1.7-acre triangle of land squeezed by two major arterial roads, a railroad and a developed residential area.
2. The city has zoned it C-I – neighborhood retail – because allowing setback changes will permit more extensive development causing congestion problems.
3. One such problem is that there is only one way into and out of the property and its location – on a curve off Center Parkway - is already creating dangerous sight problems.
4. Adverse effects to adjacent home owners include that development could lead to 30-foot-high building, close to the homes and dwarfing their 6-foot-high fences.
5. No reason has been given why this rezone would benefit anyone other than the land owner, while it runs the risk of devaluing the adjacent home owners' property by increasing traffic and noise and blocking attractive views.
6. There has been no indication of what will be built on the land if the setback request is granted, so it is impossible to say what protections will be needed, and how such changes would be compatible with the adjacent land. Such details should be provided prior to any zoning change.
7. No zoning change should be made without a comprehensive evaluation of financial damage to the adjacent home owners and/or a remuneration program established. Otherwise the city could perhaps face litigation.

8. We challenge the finding of no environmental review because any development will create noise, dust and traffic. Significant nearby developments already underway or planned would exacerbate those problems.
9. The reason that the zoning change would better serve nearby residents lacks credibility when those home owners have the restaurants, cafes, retail, drug and mega-stores and Columbia Center just 5 minutes away.
10. Who benefits from this proposed change? Obviously, Mr. Bush— but that's no reason to enforce adverse changes on others.

Signed:



Jim Lampman

jimlampman33@gmail.com

W. Bruneau Ave,

Kennewick, WA 99336

1-360-521-7647

MEMORANDUM

TO: Mike Stevens, Richland Planning Manager

FROM: Rick Simon, RPS Planning Consultant, LLC on behalf of Tim Bush Land Trust

SUBJECT: PLN-T3A-2024-00001 – 9025 Center Parkway Rezone

DATE: October 22, 2024

At the conclusion of the August 12th hearing on this application, Hearing Examiner McLean provided the staff and applicant with an opportunity to confer concerning the specific conditions that should apply to the proposed rezone. As stated at the public hearing, our intention of changing the zoning on the site from C-1 to C-2 was to increase the usability of the site through the reduction of setback requirements along Steptoe Boulevard. Your suggestion that a different path forward – through the use of a property use and development agreement that keeps C-1 zoning in place, while allowing for lesser setbacks along Steptoe Boulevard would accomplish our goal. Therefore, we propose that a property use and development agreement be put into effect that would stipulate the following:

C-1 zoning regulations shall continue to apply, including all requirements and standards of C-1 zoning as stipulated in the following code sections: Section 23.22.020 Performance Standards & Special Requirements; Section 23.22.030 Uses; Section 23.22.040 Site Requirements and Section 23.22.050 Parking, with the following exceptions:

1. The setback from Steptoe Boulevard shall be zero (0) feet for all lots within BSP 2019-102;
2. For Lots 2 and 3 of BSP No. 2019-102, the setback requirements along the eastern boundary of the site shall consist of a ten foot (10') wide landscape strip adjacent to the property line and the existing block wall. A twenty-four foot (24') access and utility easement would run parallel to the landscape strip, providing for a minimum building setback of thirty-four feet (34') from the eastern property line;
3. For Lot 4 of BSP 2019-102, the setback requirements along the eastern property boundary of the site shall consist of a ten foot (10') wide landscape strip adjacent to the eastern property boundary and the existing block wall. A minimum building setback of thirty feet (30') would be required from the eastern property boundary.
4. For Lot 1 of BSP 2019-102, any future development or redevelopment of the site shall meet the same setback standards as identified for Lots 2 and 3 as listed above. In addition, a setback of forty-five feet (45') from the Center Parkway right-of-way shall be maintained.

development on Lot 4 would comply with this standard, while development on Lots 1 – 3 would exceed this standard by four feet. In summary, this modified proposal will ensure that future development of the site will be limited to uses allowed in the C-1 zone; will meet or exceed the standards required when C-1 zoning lies adjacent to residential uses and will increase the commercial development opportunities for the site by allowing building placement closer to Steptoe Boulevard.



Richland

MEMORANDUM

TO: Hearing Examiner, Gary McLean

FROM: Kyle Hendricks, Planner

RE: 9025 Center Parkway Zone change request additional applicant materials PLN-T3A-2024-00001

DATE: November 7, 2024

Dear Mr. Hearing Examiner,

After the conclusion of the August 12th, 2024 public hearing to discuss the zone change request of 9025 Center Parkway, the applicant, Rick Simon, has submitted additional materials for review that address some of the discussions that took place at the aforementioned meeting. These materials, dated October 22, 2024 propose a property use and development agreement that keeps the existing C-1 zone designation throughout the subject site, while proposing setbacks that accomplish the goals of the original application and realize the site requirements standards of Richland Municipal Code Title 23.22.020 [B].

The proposed setbacks are as follows:

- 45' from Center Parkway
- 0' from Steptoe Street (15' sidewalk and utility easement still exists).
- 24' utility and access easement, in addition to a 10' landscape strip, also stating a total 34' setback from residential properties along Lot 2 & 3 of the previous binding site plan.
- 30' from residential properties along lot 4 of the previous binding site plan.

Additionally, the applicant proposes a 10' wide landscaping strip along the entirety of the boundary between the commercial property and the Kennewick residential properties. This landscaping strip is contained within the previously mentioned 30' and 34' setbacks.

The proposed 30' and 34' setbacks to the adjacent residential properties would exceed the currently permitted 15' setback that was established in previous binding site plans. There is also an inconsistency within the Richland Municipal Code, C-1 zoning, that allows for either a 15' or 30' setback from commercial buildings to adjacent residential properties, this proposal would enshrine the more restrictive of these standards.

The 15' wide sidewalk and utility easement would be addressed at the time of development. If it is determined that the easements are no longer needed by the City, then the easements could be adjusted. In general, the city will not permit structures within easements.

The proposal to retain the current zoning designation, while also proposing 30' and 34' setbacks, and implementing a 10' wide landscaping strip appears to address the concerns shared during the comment period and at the public hearing.

In conclusion as this project no longer proposes to change the zoning of the subject site, Planning Staff is supportive of this property use and development agreement proposal and any conditions that the Hearing Examiner believes to be necessary.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-48, Authorizing a First Amendment to the Facility Use Agreement with American Cruise Lines, Inc.

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2025-48

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-48, authorizing the City Manager to sign and execute a first amendment to the Facility Use Agreement with American Cruise Lines, Inc.

Summary:

On December 15, 2020, the Richland City Council adopted Resolution No. 169-20 authorizing a Facility Use Agreement (FUA) with American Cruise Lines, Inc. (ACL) for interim moorage and third-party scheduling at the Lee Boulevard Dock (see Richland Contract No. 355-20). The existing FUA grants ACL a priority right to moor and dock its commercial cruise vessels at the dock and requires ACL to schedule, on behalf of the City of Richland, all third-party vessel mooring and docking requests at Lee Boulevard Dock.

Since the inception of this FUA, ACL has brought a significant volume of tourists to the City of Richland and the region, generating economic development opportunities for a variety of area wineries, local businesses, the REACH Museum, and other businesses in support of shoreside crew accommodations and ship provisioning while in port. ACL currently operates four vessels on the Columbia and Snake Rivers and plans to launch a fifth vessel this year. ACL has also expressed interest in constructing a future commercial dock in the vicinity of Tract D in Columbia Point as part of a broader project.

ACL is currently funding improvements to the Lee Boulevard Dock to enhance functionality. These improvements, made at ACL's own expense, include removal and replacement of failing mooring piles at the dock. In light of this investment, and the positive impact the cruise industry has had on Richland and the region, staff and ACL believe the best interests of both parties will be served by amending the original FUA to provide additional term extension opportunities. The proposed amendment will increase the number of optional five-year extensions from two (2) to four (4), subject to updated insurance requirements and a built-in rent escalator.

Staff recommends adoption of Resolution No. 2025-48.

Fiscal Impact:

Approval of Resolution No. 2025-48 would authorize two (2) additional five (5) year extensions to the existing agreement. The new extensions have the potential to generate up to \$973,004 in revenue for the City through the collection of facility use fees associated with the agreement.

Attachments:

1. Resolution No. 2025-48
2. Amendment No. 1 to Facility Use Agreement - American Cruise Line (ACL)

RESOLUTION NO. 2025-48

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FIRST AMENDMENT TO THE FACILITY USE
AGREEMENT WITH AMERICAN CRUISE LINES, INC.**

WHEREAS, on December 15, 2020, Richland City Council adopted Resolution No. 169-20, authorizing an agreement with American Cruise Lines, Inc. for interim moorage at the Lee Boulevard Dock (see Richland Contract No. 355-20; the “Original Agreement”); and

WHEREAS, American Cruise Lines, Inc. is investing in improvements to the Lee Boulevard Dock; and

WHEREAS, in exchange for this investment, the City and American Cruise Lines, Inc. believe the best interests of both parties are served by amending the term extension language in the Original Agreement from two (2) additional terms of five (5) years each to four (4) additional terms of five (5) years each; and

WHEREAS, American Cruise Lines, Inc. will have the option to extend the Original Agreement a total of an additional twenty (20) years subject to updated insurance requirements and a rent escalator; and

WHEREAS, the City will benefit from American Cruise Lines, Inc.’s improvements to the Lee Boulevard Dock and receive up to a maximum of \$973,004 in revenue from the additional facility use agreement extensions.

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 First Amendment to Contract No. 355-20 with American Cruise Lines, Inc. to provide American Cruise Lines, Inc. with the option to extend the Original Agreement up to four (4) additional terms of five (5) years each as provided therein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**FIRST AMENDMENT TO
LEE BOULEVARD DOCK FACILITY USE AGREEMENT
Between
CITY OF RICHLAND
And
AMERICAN CRUISE LINES, INC.**

This **First Amendment** to the December 18, 2020 Facility Use Agreement (hereinafter “Original Agreement”) is made and entered into on this ____ day of May, 2025, by and between the **City of Richland**, a Washington municipal corporation (“City”) and American Cruise Lines, Inc. a foreign for-profit corporation (“ACL”).

I. Recitals

WHEREAS, the City and ACL entered into an Agreement on December 18, 2020, Richland Contract No. 355-20, with respect to intermittent moorage at the Lee Boulevard Dock; and

WHEREAS, ACL is installing all new pillars and investing in the Lee Boulevard Dock infrastructure at their own expense; and

WHEREAS, in exchange for this investment, the City and ACL believe it to be in the Parties’ best interest to extend the term extension language from two (2) additional terms of five (5) years to four (4) additional terms of five (5) years under the same terms and conditions of the Original Agreement; and

WHEREAS, ACL must comply with the most current City insurance requirements during each renewal period; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and ACL hereby agree as follows:

II. Agreement

1. Section II.1.a. is modified to: Term Extension. User shall have the option, exercised by delivering timely written notice to City as described herein, to extend the term of this Agreement for up to four (4) additional terms of five (5) years each, on the terms and conditions contained herein, except for the following: Rent, which shall be determined as provided in Section 3 below, and Section 16 regarding Insurance, which shall be adjusted at each five (5) year renewal if necessary to reflect current City standards.
2. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.

3. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
4. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written above.

CITY OF RICHLAND

AMERICAN CRUISE LINE, INC.

Jon Amundson, ICMA-CM
City Manager

By: _____
Its: _____

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-71, Amending the 2025-2030 Six-Year Transportation Improvement Program for the Systemic Pedestrian Crossing Safety Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2025-71

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-71, amending the 2025-2030 Six-Year Transportation Improvement Program to add the Systemic Pedestrian Crossing Safety Improvements Project.

Summary:

In accordance with RCW 35.77.010, local jurisdictions are required to develop and adopt a perpetual six-year Transportation Improvement Program (TIP). On June 4, 2024, Richland City Council adopted the 2025-2030 TIP through Resolution No. 2024-76. Transportation projects must be adopted into the TIP to be eligible for federal or state funding.

The Systemic Pedestrian Crossing Safety Improvement Project includes the installation of rectangular rapid flashing beacons (RRFBs), median refuge islands, signal poles, mast arms for mounted overhead RRFBs, signage, pavement markings, and curb ramps. The Project was awarded grant funding through the WSDOT City Safety Program. To proceed with WSDOT's funding processes and the release of funds, the Project must be formally included in the TIP. Although this Project was previously listed in the 2024-2029 TIP, it was excluded from the current TIP because funding was not obligated in 2024. To enable the release of construction funds in 2025, the Project must be reinstated in the 2025-2030 TIP.

As required by state law, Richland City Council will hold a public hearing on May 6, 2025 to receive public input on the proposed amendment to the 2025-2030 Transportation Improvement Program. The City's best interests are served by amending the 2025-2030 TIP to add the Systemic Pedestrian Crossing Safety Improvement Project, which allows the City to advance to project delivery.

Staff recommends adoption of Resolution No. 2025-71.

Fiscal Impact: None.

Attachments:

- I. Resolution No. 2025-71

RESOLUTION NO. 2025-71

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2025-2030 SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE SYSTEMIC PEDESTRIAN
CROSSING SAFETY IMPROVEMENTS PROJECT.**

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP); and

WHEREAS, on June 4, 2024, Richland City Council adopted Resolution No. 2024-76, approving and adopting the 2025-2030 TIP; and

WHEREAS, updates to existing transportation projects are required to be adopted into the TIP in order to receive federal or state funding; and

WHEREAS, the Systemic Pedestrian Crossing Safety Improvements Project (the “Project”) includes the installation of rectangular rapid flashing beacons (RRFB), median refuge islands, signal poles, and mast arms for mounting overhead RRFBs, along with signage, pavement markings, and curb ramps; and

WHEREAS, the Project was previously listed in the 2024-2029 TIP, but was excluded from the current TIP because funding was not obligated in 2024; and

WHEREAS, the Project has since been awarded grant funding from the Washington State Department of Transportation’s (WSDOT) City Safety Program, and must be reinstated in the 2025-2030 TIP to receive the funding; and

WHEREAS, adding and modifying projects on the 2025-2030 TIP requires Council action which will facilitate WSDOT processes and the release of funding; and

WHEREAS, as required by state law, Richland City Council held a public hearing on May 6, 2025 to receive public input on the proposed amendment to the 2025-2030 Transportation Improvement Program; and

WHEREAS, the City’s best interests are served by amending the 2025-2030 TIP to continue the required steps in delivery of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2025-2030 Six-Year Transportation Improvement Program is hereby amended to add the Systemic Pedestrian Crossing Safety Improvements Project as provided in **Exhibit A**, attached hereto and incorporated herein by this reference.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Six Year Transportation Improvement Program

From 2025 to 2030

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	6	/ 000S(652) Systemic Pedestrian Crossing Safety Improvements Various to Various Install rectangular rapid flashing beacons, median refuge islands, signal poles and mast arms for mounting RRFBs overhead, signing, markings, and curb ramps.	WA-14255	06/06/23	06/06/23		2023-85	21			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2025	HSIP	55,000		0	0	55,000
S	RW	2025	HSIP	55,000		0	0	55,000
S	CN	2025	HSIP	338,000		0	0	338,000
Totals				448,000		0	0	448,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	55,000	0	0	0	0
RW	55,000	0	0	0	0
CN	0	338,000	0	0	0
Totals	110,000	338,000	0	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	448,000		0	0	448,000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2025-72, Proposed General Obligation Bond Issuance to Finance Upgrades to the City's Municipal Solid Waste Facilities

Department/Office
Finance

Ordinance/Resolution Number:
2025-72

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-72, approving the City's issuance of bonds for the purpose of financing the Horn Rapids Landfill expansion project as provided for under Ordinance No. 2025-12 and in compliance with the requirements of Section 147(f) of the Internal Revenue Code.

Summary:

This item is a companion item to Ordinance No. 2025-12, authorizing the issuance of limited tax general obligation bonds in support of the Horn Rapids Landfill expansion project. Resolution No. 2025-72, which follows the TEFRA hearing held under the Public Hearings portion of this May 6, 2025 agenda, is necessary to comply with IRS regulations related to the use of private activity bonds.

A TEFRA hearing is a public notice, hearing, and approval process required by the Internal Revenue Service (IRS) for certain types of tax-exempt bond issuances by non-profit borrowers. It is mandated by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) to provide the public an opportunity to comment on the use of tax-exempt bond proceeds for specific projects.

On April 29, 2025, the City posted the required TEFRA notice on its website. On May 4, 2025, a public hearing notice was published in the Tri-City Herald. Adoption of Resolution No. 2025-72 following the required public hearing will conclude the TEFRA process.

Staff recommends adoption of Resolution No. 2025-72.

Fiscal Impact:

There is no direct fiscal impact from this action. However, this resolution supports the issuance of Limited Tax General Obligation Bonds in the amount of up to \$8,500,000 as approved by council in Ordinance No. 2025-12.

Attachments:

- I. Resolution No. 2025-72

RESOLUTION NO. 2025-72

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
PROVIDING PUBLIC APPROVAL UNDER SECTION 147(F) OF
THE INTERNAL REVENUE CODE OF 1986 FOR LIMITED TAX
GENERAL OBLIGATION BONDS IN SUPPORT OF PHASE II OF
THE HORN RAPIDS LANDFILL EXPANSION.**

WHEREAS, the City of Richland, Washington (the “City”) owns and operates the Horn Rapids Landfill and related facilities to provide for the disposal of municipal solid waste (the “Landfill”); and

WHEREAS, the City is authorized by Chs. 35.37, 35.40, 39.36, 39.44, 39.46 RCW to issue general obligation bonds to pay the costs of improvements to the Landfill; and

WHEREAS, the City is issuing its Landfill Revenue Bond, 2025 (AMT) in the principal amount of not to exceed \$8,500,000 (the “Bond”) to carry out upgrades to and an expansion of the existing landfill facility owned and operated by the City at the Horn Rapids Landfill, which is located in the City (the “Project”); and

WHEREAS, the City caused to be published on its website beginning on April 29, 2025 a notice of a hearing concerning the issuance of the Bonds (attached hereto as **Exhibit A**); and

WHEREAS, the City caused to be published in the Tri-City Herald on May 4, 2025 a public hearing notice concerning the issuance of the Bonds; and

WHEREAS, on May 6, 2025, the City held a public hearing pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) with respect to the plan of financing for the Bonds and the Project (the “TEFRA hearing”); and

WHEREAS, Richland City Council has duly considered the public testimony, if any, presented at the TEFRA hearing held on May 6, 2025; and

WHEREAS, Richland City Council meets the definition of “applicable elected representative” of the City (as defined in Section 147(f)(2)(E) of the Code) authorized to provide issuer approval and host approval of the Bond for purposes of Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City’s issuance of the Bonds for the purpose of financing the Project is hereby approved. This approval is intended to comply with the requirements of Section 147(f) of the Code in order to permit the issuance of the Bonds.

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 6th day of May, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



NOTICE OF PUBLIC HEARING
Posted April 29, 2025

The City Council will hold a public hearing on May 6, 2025, at its regularly scheduled meeting at 6:00 p.m. at Richland City Hall Council Chambers, located at 625 Swift Boulevard, Richland, Washington.

The City Council will accept public testimony, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), on the following proposed general obligation bonds to be issued by the City to finance upgrades and/or expansion of the City’s municipal solid waste facilities, payable in part from net revenues of the City’s solid waste utility, the interest on which portion of bonds will be excluded from gross income for federal income tax purposes pursuant to Section 103 and 142(a)(6) of the Code.

Project Description:	To finance the following capital improvements to the City’s municipal solid waste disposal facilities: the design and construction of upgrades to the City’s solid waste facilities and related improvements
Maximum Principal Amount of Bonds:	\$8,500,000
Project Owner/Operator:	City of Richland, Washington
Project Location:	Horn Rapids Landfill 3102 Twin Bridges Road Richland, Washington

The public is invited to attend the hearing in-person to provide testimony or to submit written comments to City Clerk Jennifer Rogers at the address (mail or email) provided below. All comments must be received no later than 6:00 p.m. on May 6, 2025.

The hearing shall constitute the public hearing required by Section 147(f) of the Code. The City Council reserves the right to limit the time available to any person presenting comments.

Address for Submitting Comments:

If submitting via US mail:
625 Swift Blvd, MS-07
Richland, WA 99352

If submitting via email:
jrogers@ci.richland.wa.us

City of Richland Website Screenshot 4-29-25

The screenshot displays the City of Richland Washington website. The header includes the city logo and navigation links: "I Want to...", "Government", "Departments", "Services", "Business", and "News". The main content area is divided into two sections: "FEATURED" and "FEATURED EVENTS".

FEATURED

1 2 3 4 5 6 7

IMPORTANT NOTICE

PUBLIC HEARING
TUESDAY, MAY 6, 2025
6:00 P.M. IN CITY HALL
COUNCIL CHAMBERS
FOR ISSUANCE OF BONDS TO
EXPAND LANDFILL

[CLICK TO LEARN MORE](#)

FEATURED EVENTS

- MAY 01** Dog Park Closure - Annual Spring Maintenance
12:00 AM
- MAY 05** Economic Development Committee Special Meeting
04:00 PM - 05:00 PM
- MAY 06** City Council Meeting
06:00 PM - 09:00 PM

[More Events >](#)

8:38 PM
4/29/2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 5/6/2025

Agenda Category: Items of Business

Strategic Priority 4 - Quality of Life

Subject:

Potential Council Correspondence

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

No staff recommendation.

Summary:

Council will discuss a request from Benton County to sign a letter representing a regional call to action for the protection and preservation of girls sports, and a request from the Energy Community Alliance to sign a letter of local support for Assistant Secretary of Nuclear Energy nominee Theodore (Ted) Garrish. The requests and draft letters are attached.

RMC 2.26.062(B) provides that “[a] councilmember shall always represent that opinions stated are the member’s own and do not necessarily represent those of the council unless the council has voted and passed an ordinance, resolution or motion that so states the expressed policy.”

Fiscal Impact:

None.

Attachments:

1. April 18, 2025 Email and Draft Letter - Girls Sports
2. April 28, 2025 Email and Draft Letter - Local Support for Theodore (Ted) Garrish

From: [Jerrod MacPherson](#)
To: [Jon Amundson \(jamundson@ci.richland.wa.us\)](#); [trichardson@ci.richland.wa.us](#); [Erin Erdman](#); [gretl.crawford@ci.kennewick.wa.us](#); [Brent Gerry](#); [Dave Zabel](#); [serranop@pasco-wa.gov](#); [bdansel@franklincountywa.gov](#); [Rocky Mullen](#)
Subject: Call to Action – The Protection & Preservation of Girls Sports
Date: Friday, April 18, 2025 9:20:38 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Girls Sports letter 3.docx](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Mayors, City Managers, County Commission Chairmen, County Administrators –

Please find attached a letter in support of a call to action for the protection and preservation of girls sports. Benton County has taken the lead in the preparation of this important regional support letter. The letter, addressed to the Legislative Delegations of Washington's 8th, 9th, 14th, 15th, & 16th Districts, is intended as a unified regional voice in support for the protection and preservation of girls sports not only in our region but Statewide and asks that the fight be taken to Olympia on this important issue. Benton County asks for every jurisdictions support in signing on to this letter. I know that Benton County Commissioner Michael Alvarez has reached out to the Mayors and County Commissioners to let them know about this regional letter and has asked for their support.

Please let me know as soon as possible whether or not your jurisdiction is willing to sign on and support this call to action letter.

Thank you for your time.

Respectfully.



Jerrod MacPherson
County Administrator
Benton County
509-786-5600 Ext: 5658





April 2025

To: Legislative Delegations of Washington's 8th, 9th, 14th, 15th, & 16th Districts

Fr: Benton & Franklin Counties; Cities of Kennewick, Pasco, Richland, & West Richland

Re: **Call to Action – The Protection & Preservation of Girls Sports**

Dear Legislators,

Over the past decade we have witnessed a more visible confrontation between “gender identity” and “biological sex” in many of our public and cultural spaces. One of the most noticeable of these confrontations is in the area of sports, specifically girls’ and women’s sports.

Biological males should not be competing against biological females in sports. Doing so completely erodes fairness, safety, and fun. Title IX of the Education Amendments of 1972, outlined further below, aimed to give girls and women more and better reward and competitive opportunities in sports and other activities. Fifty years on, the success of Title IX is unquestioned, but all of that progress is under threat.

However, we are seeing increasing instances where biological males who identify as girls and women enter women’s sporting competitions, and what happens is exactly what you would expect. Much of the time, the transgender athletes dominate the girls in these events, taking the rewards from competition from the girls and women who must grin and bear it as they buckle under the fear of a system that endorses this new cultural narrative.

It is clear to us that the best way to address this issue is to take the fight directly to Olympia. **As such, we are asking our regional delegation to work with your colleagues from across the state and political spectrum to protect privacy rights, safeguard all-female locker rooms, and preserve the competitive integrity of girls sports.**

Title IX was widely celebrated a few years ago when it reached its 50th birthday. Title IX prohibits sex-based discrimination in any school or other education program that receives federal funding. Many doors have been opened for girls and women in sports and elsewhere in the half-century since Title IX’s enactment, but current trends, are starting to close some of those doors.

Two important and well-known sporting organizations are taking action:

- World Athletics is the global governing body for track and field, one of the sports most impacted by recent cultural trends. On March 25, 2025 World Athletics revised its policies, reinstating a version of chromosome testing that was discontinued in the 1990s in favor of a one-time cheek swab test that will use genetics as opposed to hormone levels to make decisions about who gets to compete in women’s sports. World Athletics president and two-time Olympic 1500m champion Sebastian Coe said, *“It’s important to do because it maintains everything that we’ve been talking about, and particularly recently, about not just talking about the integrity of female women’s sport, but actually guaranteeing it. We feel this is a really important way of providing confidence and*

maintain that absolute focus on the integrity of competition.” Importantly, World Athletics added that it would not judge or question gender identity, and would ensure and respect the preservation of the dignity and privacy of individuals.”

- The National Collegiate Athletic Association (“NCAA”) governs most of the varsity-level intercollegiate athletic competitions in the United States. On February 6, 2025 the NCAA updated and clarified its policies on the matter, clearly stating, among other things, that...
 - *“A student-athlete assigned male at birth may not compete on a women’s team.”*
 - *“A student-athlete assigned female at birth who has begun hormone therapy may not compete on a women’s team. If such competition occurs, the team is subject to NCAA mixed-team legislation, and the team will no longer be eligible for NCAA women’s championships.”*

If these measures in defense of 50% of the population are good enough for World Athletics and the NCAA, they should be good enough for the rest of us. At the time of this letter, the Representative Assembly of the Washington Interscholastic Activities Association (“WIAA”) is considering a shift that would put it more in line with what the NCAA is doing. However, because of the Office of the Superintendent for Public Instruction’s saber rattling on the matter, the WIAA has retreated, saying upcoming votes on two amendments to its “Gender Identity Participation” code will only be *advisory* as opposed to *policy*.

It seems to us that the best, and for now perhaps the only way to protect interscholastic sports in Washington is for the Legislature to make clear through statute that it values girls sports and activities. We want to let people live their lives but not at the expense of compromising the competitive environment for everyone else. We ask that our southeastern Washington delegation look at what World Athletics, the NCAA, and other states and organizations are doing on this topic, and take up this fight in Olympia.

Thank you for your concern and your attention to this important matter.

Gretl Crawford, Mayor
City of Kennewick

Pete Serrano, Mayor
City of Pasco

Theresa Richardson, Mayor
City of Richland

Brent Gerry, Mayor
City of West Richland

Jerome Delvin, Chairman
Benton County

Rocky Mullen, Chairman
Franklin County

From: [Aj Ridge](#)
Cc: [Seth Kirshenberg](#); [Laura Hermann](#); [Faith Sanchez](#)
Subject: ECA Sample Letter of Support - Theodore "Ted" Garrish, Department of Energy, Assistant Secretary Office of Nuclear Energy
Date: Monday, April 28, 2025 12:49:49 PM
Attachments: [Local Support for Mr. Theodore \(Ted\) Garrish, Nominee for Department of Energy Assistant Secretary for the Office of Nuclear Energy.docx](#)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Hello ECA Members,

I hope you are all doing well. We are reaching out with a sample letter to submit to the Senate Committee on Energy and Natural Resources in support of the nomination of Mr. Theodore "Ted" Garrish to be Assistant Secretary of Nuclear Energy, which several members have requested so that they may support Ted's nomination as well.

ECA is submitting a letter of support in favor of Ted's confirmation, as he has a long history of working with ECA and has participated in numerous ECA meetings. We anticipate that Ted will continue to support many of the same priorities and endeavors that ECA does – including facilitating the deployment of nuclear energy.

His hearing will take place this **Wednesday, April 30, beginning at 9:30am**. For more information, and to see the hearing live, see the following link: <https://www.energy.senate.gov/hearings/2025/4/full-committee-hearing-to-consider-pending-nominations/db3fe505-e3d1-4377-807e-a137b81e8a57include>

If you would like to send in a letter of support, please send it to the Senate Committee on Energy and Natural Resources before the hearing date. You can reach the Committee at: fortherecord@energy.senate.gov. In the email, please indicate that you would like for the letter to be referred to both Chairman Mike Lee and Ranking Member Martin Heinrich. We also ask that you send us a copy of any letter that you submit.

Please let us know if you have any questions. Thank you!

Best,

Andres J. Ridge

Program Manager | Energy Communities Alliance

1133 Connecticut Ave, Suite 1200

Washington, DC 20036

p: 202.828.2321 **f:** 202.828.2488

ajr@energyca.org

***Insert your community's letterhead**

April 30, 2025

Chairman Mike Lee
Senate Committee on Energy and
Natural Resources
304 Dirksen Senate Building
Washington, DC 20510

Ranking Member Martin Heinrich
Senate Committee on Energy and
Natural Resources
304 Dirksen Senate Building
Washington, DC 20510

RE: *[Insert Community/Organization Here] Support for Mr. Theodore (Ted) Garrish, Nominee for Department of Energy Assistant Secretary for the Office of Nuclear Energy*

Dear Chairman Lee and Ranking Member Heinrich:

[Insert Community/Organization Here] respectfully requests that the Senate Committee on Energy and Natural Resources confirm Mr. Theodore (Ted) Garrish to be the new U.S. Department of Energy (“DOE”) Assistant Secretary for the Office of Nuclear Energy (“Office of Nuclear Energy”). Filling this important role with a leader of Mr. Garrish’s caliber and leadership experience will ensure that we accelerate nuclear energy development and cutting-edge research.

My community has worked with Mr. Garrish for over 30 years in various roles at DOE. Throughout his private and public career, our country, our community, and many other communities have benefited from his deep knowledge of the commercial and public research in the nuclear sector in the United States and internationally.

[Insert Community/Organization Here] recommends that Mr. Garrish should be confirmed as the next Assistant Secretary for the Office of Nuclear Energy for the following reasons:

- (1) *Significant work experience in the arena of energy issues, in particular nuclear energy issues* – Mr. Garrish understands all phases of the nuclear fuel cycle and has developed a wealth of technical expertise and executive experience in a career spanning over three decades, including positions within the private sector as well as federal government and DOE. In addition to being a previous Assistant Secretary of Nuclear Energy, his past leadership roles include service as DOE Assistant Secretary for the Office of International Affairs, DOE General Counsel, DOE Assistant Secretary for Congressional, Intergovernmental and Public Affairs,

and Federal Inspector of the Alaska Natural Gas Transportation System. Mr. Garrish has assisted emerging nuclear nations to develop frameworks necessary to launch and grow their nuclear energy capabilities and programs and positioned American commercial interests for export success;

- (2) *He has a proven track record of working with communities like our own*– Mr. Garrish not only has the technical expertise and executive experience necessary for this role, but also has a proven track record of cooperating and communicating with businesses, states, tribes, and local governments. Communities like our own are the current and future hosts of the country’s nuclear facilities, and communication and partnership with local governments and communities is critical to the success of the Office of Nuclear Energy’s mission. Thanks to his experience and communication-focused mindset, Mr. Garrish has a wealth of relationships with communities like [Insert Community/Organization Here] to enable the advancement of that mission;
- (3) *Mr. Garrish will provide a continuity of leadership at this critical time for the DOE and nuclear development* – During a time of staff and program transition at DOE, Mr. Garrish would be an invaluable bedrock of institutional knowledge for DOE and the Office of Nuclear Energy. President Donald Trump’s ambitious Executive Orders proscribe increased roles for nuclear energy in our country and in our communities, and they will require an equally ambitious and experienced leader to implement fully and successfully. Further, he can ensure that we progress with the development of nuclear fuel and nuclear waste disposal facilities; and
- (4) *Furthermore, the growing and baseload energy needs of AI have pushed hyperscalers such as Microsoft, Google, Amazon, and other to drive massive investment into nuclear energy facilities.* Mr. Garrish’s legal credentials and diverse commercial experience prepare him to fully exploit this critical opportunity for nuclear energy development in our nation. While a Vice President at CH2M Hill, he specialized in export control, regulatory and governance structures for the global energy sector. Our community would welcome the ingenuity and common-sense mindset he would bring to this important role.

The mission of the DOE-NE program is extremely important to the future of our nation’s energy security, as well as to the economic growth and development of our community. For all ECA communities, the growth of the American nuclear agenda represents the pursuit of economic development while contributing to that mission. As such, [Insert Community/Organization Here], in its own judgement and as a member of Energy Communities Alliance, recommends Mr. Garrish to be confirmed as the new DOE Assistant Secretary of Energy.

Sincerely,

[INSERT SIGNATURE HERE]

cc: Hon. Christopher Wright, Secretary of Energy
Seth Kirshenberg, ECA Executive Director

Draft

CITY OF RICHLAND
OFFICE OF THE MAYOR

625 Swift Boulevard, MS-4
Richland, WA 99352
(509) 942-7381



May 6, 2025

Chairman Mike Lee
Senate Committee on Energy and
Natural Resources
304 Dirksen Senate Building
Washington, DC 20510

Ranking Member Martin Heinrich
Senate Committee on Energy and
Natural Resources
304 Dirksen Senate Building
Washington, DC 20510

RE: City of Richland Support for Mr. Theodore (Ted) Garrish, Nominee for Department of Energy Assistant Secretary for the Office of Nuclear Energy

Dear Chairman Lee and Ranking Member Heinrich:

The City of Richland respectfully requests that the Senate Committee on Energy and Natural Resources confirm Mr. Theodore (Ted) Garrish to be the new U.S. Department of Energy ("DOE") Assistant Secretary for the Office of Nuclear Energy ("Office of Nuclear Energy"). Filling this important role with a leader of Mr. Garrish's caliber and leadership experience will ensure that we accelerate nuclear energy development and cutting-edge research.

My community has worked with Mr. Garrish for over 30 years in various roles at DOE. Throughout his private and public career, our country, our community, and many other communities have benefited from his deep knowledge of the commercial and public research in the nuclear sector in the United States and internationally.

The City of Richland recommends that Mr. Garrish should be confirmed as the next Assistant Secretary for the Office of Nuclear Energy for the following reasons:

(1) Significant work experience in the arena of energy issues, in particular nuclear energy issues – Mr. Garrish understands all phases of the nuclear fuel cycle and has developed a wealth of technical expertise and executive experience in a career spanning over three decades, including positions within the private sector as well as federal government and DOE. In addition to being a previous Assistant Secretary of Nuclear Energy, his past leadership roles include service as DOE Assistant Secretary for the Office of International Affairs, DOE General Counsel, DOE Assistant Secretary for Congressional, Intergovernmental and Public Affairs, and Federal Inspector of the Alaska

Natural Gas Transportation System. Mr. Garrish has assisted emerging nuclear nations to develop frameworks necessary to launch and grow their nuclear energy capabilities and programs and positioned American commercial interests for export success;

(2) He has a proven track record of working with communities like our own— Mr. Garrish not only has the technical expertise and executive experience necessary for this role, but also has a proven track record of cooperating and communicating with businesses, states, tribes, and local governments. Communities like our own are the current and future hosts of the country's nuclear facilities, and communication and partnership with local governments and communities is critical to the success of the Office of Nuclear Energy's mission. Thanks to his experience and communication-focused mindset, Mr. Garrish has a wealth of relationships with communities like the City of Richland to enable the advancement of that mission;

(3) Mr. Garrish will provide a continuity of leadership at this critical time for the DOE and nuclear development – During a time of staff and program transition at DOE, Mr. Garrish would be an invaluable bedrock of institutional knowledge for DOE and the Office of Nuclear Energy. President Donald Trump's ambitious Executive Orders proscribe increased roles for nuclear energy in our country and in our communities, and they will require an equally ambitious and experienced leader to implement fully and successfully. Further, he can ensure that we progress with the development of nuclear fuel and nuclear waste disposal facilities; and

(4) Furthermore, the growing and baseload energy needs of AI have pushed hyperscalers such as Microsoft, Google, Amazon, and other to drive massive investment into nuclear energy facilities. Mr. Garrish's legal credentials and diverse commercial experience prepare him to fully exploit this critical opportunity for nuclear energy development in our nation. While a Vice President at CH2M Hill, he specialized in export control, regulatory and governance structures for the global energy sector. Our community would welcome the ingenuity and common-sense mindset he would bring to this important role.

The mission of the DOE-NE program is extremely important to the future of our nation's energy security, as well as to the economic growth and development of our community. For all ECA communities, the growth of the American nuclear agenda represents the pursuit of economic development while contributing to that mission. As such, the City of Richland, in its own judgement and as a member of Energy Communities Alliance, recommends Mr. Garrish to be confirmed as the new DOE Assistant Secretary of Energy.

Sincerely,

Theresa Richardson, Mayor
City of Richland

cc: Hon. Christopher Wright, Secretary of Energy
Seth Kirshenberg, ECA Executive Director

Draft