



Agenda
City Council Regular Meeting
Tuesday, June 3, 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:

- I. 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.

2. Proposed Amendment to the 2025 Budget to Include the 2024 Budget Carryovers, Ordinance No. 2025-17
3. Proposed Adoption of the 2025-2029 Tri-Cities Assessment of Fair Housing Plan, Resolution No. 2025-90
4. Proposed Adoption of the 2026-2031 Transportation Improvement Program, Resolution No. 2025-91
5. Declaring Surplus and Authorizing Relinquishment of a Utility Easement lying within 103 Canyon Street, Resolution No. 2025-92

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

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

Minutes:

6. Approval of the May 20, 2025 City Council Regular Meeting Minutes and the May 27, 2025 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

7. Ordinance No. 2025-16, Amending the 2025 Budget to provide for Additional Appropriations in the City's General Fund, Capital Improvement Fund, and Streets Capital Construction Fund

- Brandon Allen, Finance Director

Resolutions - Adoption:

8. Resolution No. 2025-73, Authorizing a Purchase and Sale Agreement with Gribble Bros Richland LLC for Property located at 2502 Henderson Loop
 - Amanda Wallner, Economic Development Manager
9. Resolution No. 2025-86, Authorizing a Consultant Agreement with AHBL Inc. for the 2026 Comprehensive Plan and Development Regulations Update
 - Mike Stevens, Planning Manager
10. Resolution No. 2025-87, Authorizing a Maintenance Agreement with the Washington State Department of Transportation related to the South George Washington Way Intersection Improvements Projects
 - Carlo D'Alessandro, Public Works Director
11. Resolution No. 2025-88, Authorizing Amendment No. 1 to the Revocable Right-of-Way License Agreement with the Bonneville Power Administration
 - Carlo D'Alessandro, Public Works Director
12. Resolution No. 2025-89, Authorizing a Consultant Agreement with Parametrix, Inc. for the 2025 Landfill Environmental Monitoring Services
 - Carlo D'Alessandro, Public Works Director

Items - Approval:

None.

Expenditures - Approval:

None.

Items of Business:

13. Ordinance No. 2025-17, Amending the 2025 Budget to Include the 2024 Budget Carryovers (First Reading)
 - Brandon Allen, Finance Director
14. Resolution No. 2025-90, Adopting the 2025-2029 Tri-Cities Assessment of Fair Housing Plan
 - Toni Lehman, CDBG / HOME Administrator
15. Resolution No. 2025-91, Adopting the 2026–2031 Six-Year Transportation Improvement Program
 - Carlo D'Alessandro, Public Works Director
16. Resolution No. 2025-92, Declaring Surplus and Authorizing Relinquishment of a Utility Easement lying within 103 Canyon Street
 - Carlo D'Alessandro, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

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



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, May 20, 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 (Remote via Zoom)
Councilmember Lukson	Present
Councilmember Maier	Present (Remote via Zoom)
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Waite, Public Works Director D'Alessandro, Human Resources Director Paulsen, and City Clerk Rogers.

Pledge of Allegiance

Mayor Richardson led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

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

Presentations

1. Yakama Nation/State of Washington's Request to Remove Bateman Island from the United States Department of Army Recreational Lease

Parks & Public Facilities Director Waite introduced guest speakers, Mike Livingston, South Central Region Director for the Washington Department of Fish and Wildlife (WDFW), and Joe Blodgett, Project Manager for the Yakama/Klickitat Fisheries Project.

With the aid of a PowerPoint presentation, Mr. Livingston and Mr. Blodgett jointly presented on the Yakima River Delta Ecosystem Restoration Project (Bateman Island causeway). The presentation provided historical context, ecological and cultural significance, timeline, and status of the project. Mr. Livingston noted that this is a federally authorized ecosystem restoration project with the U.S. Army Corps of Engineers (USACE), and that a five-year feasibility study was concluded in October 2024.

The project has since moved into the design and implementation phase, with the State Environmental Policy Act (SEPA) review and permitting occurring in spring and summer of 2025. Removal of the causeway is expected to occur between December 2025 and February 2026.

The Yakama Nation and WDFW both recommend that the City request USACE remove Bateman Island from the City's recreational lease, returning it to federal management. This change would relieve the City of long-term maintenance responsibilities for the island.

Detailed information can be found in the presentation. Following the presentation, Mr. Livingston and Mr. Blodgett engaged in a question-and-answer session with Council.

Public Hearing

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

2. Proposed Amendments to the 2025 Budget in the City's General Fund, Capital Improvement Fund, and Streets Capital Construction Fund, Ordinance No. 2025-16

Mayor Richardson opened the public hearing at 6:24 p.m. and closed the public hearing at 6:25 p.m. No testimony was offered.

3. Declaring Surplus and Authorizing Relinquishment of Multiple Easements lying within 2775 and 2801 George Washington Way, Resolution No. 2025-83

Mayor Richardson opened the public hearing at 6:25 p.m. and closed the public hearing at 6:26 p.m. No testimony was offered.

4. Declaring Surplus and Authorizing Relinquishment of a Portion of a Utility Easement lying within 2701 Salk Avenue, Resolution No. 2025-84

Mayor Richardson opened and closed the public hearing at 6:26 p.m. No testimony was offered.

5. Declaring Surplus and Authorizing Relinquishment of an Easement lying within 1322 Birch Avenue, Resolution No. 2025-85

Mayor Richardson opened and closed the public hearing at 6:27 p.m. No testimony was

offered.

Public Comments

The following individuals provided public comments:

Ken Peterson, a resident of Richland, expressed concerns regarding ongoing safety and nuisance issues in his neighborhood. He also mentioned a neighboring property that is cluttered with debris, vehicles, and unpermitted construction, describing it as an eyesore and a source of noise disturbances. Mr. Peterson requested the City consider placing a “No Parking” sign in front of his home to address chronic parking congestion caused by his neighbor’s vehicles and visitors. Mr. Peterson submitted photographs related to the concerns he mentioned for Council’s review.

Marie Noorani, a resident of Richland, expressed concerns over the Council’s discussion at the May 6, 2025, City Council meeting regarding an item she believed fell outside the Council’s jurisdiction. Ms. Noorani emphasized that the Council should focus on its defined responsibilities and avoid engaging in actions beyond its scope of authority.

Lori Bowers, a resident of Richland who lives in the Meadow Springs neighborhood near Claybell Park, expressed concerns regarding ongoing issues at the park. She cited issues such as overcrowding, limited parking, late-night disturbances, vandalism, and a recent shooting incident. Mrs. Bowers requested that Council establish and enforce restrictive hours for both the park and its parking lot.

Dave Bowers, a resident of Richland, stated that the recent shooting incident at Claybell Park underscored the need for improved security at Claybell Park. He suggested the City implement and enforce park closure hours to prevent late-night disturbances. Mr. Bowers also raised concerns about overcrowded parking during busy evenings and encouraged Council to consider measures to improve safety for families who live near the park.

Megan Bromley, a resident of Richland, provided comments in support of the removal of the Bateman Island causeway. She also expressed disappointment over Council’s discussion during the May 6, 2025, City Council meeting regarding the Girls Sports letter, stating it conveyed an unwelcoming message to minority communities.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

6. Approval of the May 6, 2025 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

7. Ordinance No. 2025-15, Authorizing a Concomitant Agreement in lieu of a Rezone affecting 9025 Center Parkway

Resolutions - Adoption

8. Resolution No. 2025-74, Awarding Commercial Façade Improvement Grant Funds to Dough Boys LLC for Improvements to 228, 236 and 240 Williams Boulevard
9. Resolution No. 2025-75, Authorizing Award of Bid to Allstar Construction Group Inc. for the Thayer Drive Streetlight Replacement Project
10. Resolution No. 2025-76, Authorizing a Collector Street Latecomer Agreement with Columbia Valley Property Holdings, LLC. for a Portion of Queensgate Drive
11. Resolution No. 2025-77, Authorizing a Consultant Agreement with MacKay Sposito Constructors, LLC (d/b/a Riparia Environmental) for the Duportail Bridge Wetland Monitoring Project
12. Resolution No. 2025-78, Authorizing Change Order No. 5 with Apollo, Inc. for the Wastewater Treatment Plant Waste Gas Burner and Boiler Replacement Project
13. Resolution No. 2025-79, Authorizing an Operation and Maintenance Agreement with the State of Washington Department of Fish and Wildlife for the Snively Road and Hyde Road Access Sites
14. Resolution No. 2025-80, Authorizing a Seventh Amendment to the Facility Use Agreement with Richland Parkway Improvement Association for the Market on the Parkway

Items – Approval

None.

Expenditures - Approval

15. Expenditures from April 1, 2025 to April 30, 2025 for \$33,830,740.71 including Travel Checks Nos. 20732-20771, Accounts Payable Check Nos. 333930- 335369, Accounts Payable Wire Nos. 10514-10553, Payroll Wires & ACH Nos. 14638-14706, Payroll Check Nos. 237591-237598, and Payroll Direct Deposits Nos. 2599000001-251190001557

COUNCILMEMBER JONES MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA 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

16. Ordinance No. 2025-16, Amending the 2025 Budget to provide for Additional Appropriations in the City's General Fund, Capital Improvement Fund, and Streets Capital Construction Fund (First Reading)

Finance Director Allen provided an overview of the proposed budget amendment to fund the Thayer Drive Streetlights Project. The proposed budget amendment will allocate \$437,400, split evenly between the General Fund and the Capital Improvement Fund to be transferred to the Street Construction Fund.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2025-16, AMENDING THE 2025 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, CAPITAL IMPROVEMENT FUND, AND STREETS CAPITAL CONSTRUCTION FUND, FOR FIRST READING. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

17. Resolution No. 2025-82, Authorizing an Application to the United States Department of the Army to Remove Bateman Island from the Recreational Lease

With the aid of a PowerPoint presentation, Parks & Public Facilities Director Waite explained that the City of Richland has held a recreational lease with USACE since 2004, which includes Bateman Island. He then provided an overview of the City's position on USACE's proposed Ecosystem Restoration Project (Bateman Island causeway removal) and focused on its implications for the City's lease with the USACE. He explained that while the City supports the ecological benefits of the project and has participated throughout the federal review process, the removal of the causeway, Bateman Island's only land access point, would hinder staff's ability to respond to emergencies, perform fire suppression, or maintain the heavily used trails.

To mitigate these concerns, City staff recommended submitting an application to USACE to amend the lease by removing Bateman Island from its scope of responsibilities. This change would transfer land management back to USACE and relieve the City from associated operational responsibilities and liabilities. Director Waite noted that the WDFW and the Yakama Nation support this approach. He also added that the City will submit comments during the SEPA review process to reaffirm emergency access issues and will request that no work proceed until the lease amendment is finalized.

Detailed information can be found in the presentation. Following the presentation, Director Waite engaged in a question-and-answer session with Council.

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-82, AUTHORIZING AN APPLICATION TO THE UNITED STATES DEPARTMENT OF THE ARMY TO REMOVE BATEMAN ISLAND FROM THE RECREATIONAL LEASE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

18. Resolution No. 2025-83, Declaring Surplus and Authorizing Relinquishment of Multiple Easements lying within 2775 and 2801 George Washington Way

Public Works Director D'Alessandro provided an overview of the utility easement relinquishment request. The property owner requested the relinquishment of multiple outdated easements, including a waterline easement, an overhead power easement, and a substation easement, none of which currently house active utilities. However, staff recommends retaining one easement surrounding a water well, noting that although the well is not currently in use, it has not been officially decommissioned.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-83, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF MULTIPLE EASEMENTS LYING WITHIN 2775 AND 2801 GEORGE WASHINGTON WAY. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

19. Resolution No. 2025-84, Declaring Surplus and Authorizing Relinquishment of a Portion of a Utility Easement lying within 2701 Salk Avenue

Public Works Director D'Alessandro provided an overview of the utility easement relinquishment request. The easement previously supported a light pole, which has since been relocated. With no active infrastructure remaining, staff supports relinquishing the easement to accommodate the property owner's plans to expand the building footprint.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-84, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF A PORTION OF A UTILITY EASEMENT LYING WITHIN 2701 SALK AVENUE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

20. Resolution No. 2025-85, Declaring Surplus and Authorizing Relinquishment of an Easement lying within 1322 Birch Avenue

Public Works Director D'Alessandro provided an overview of the easement relinquishment request, noting that the property is significantly encumbered by outdated utility easements. The easements no longer contain active wires or infrastructure, as utility services have been upgraded or rerouted. A new easement will be established to accommodate an electric line that serves a nearby streetlight.

COUNCILMEMBER VANDYKE MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2025-85, DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT OF AN EASEMENT LYING WITHIN 1322 BIRCH AVENUE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson began by recognizing the City's Public Works employees in honor of Public Works Week, which is observed May 18-24, 2025. He noted that the City proudly joins communities nationwide in celebrating this year's theme, "People, Purpose, and Presence," which underscores the dedication and lasting impact of public works professionals. He expressed appreciation for their efforts in delivering critical services, and reminded the public that everyday conveniences are made possible by their behind-the-scenes work that supports the community's quality of life.

City Manager Amundson then commented on the recent ribbon-cutting event held at Howard Amon Park on Friday, May 16, 2025, and reminded Council that the next workshop meeting will be held on Tuesday, May 27, 2025. The workshop agenda includes a Hydropower and Snake River Dams update from Energy Services Director Whitney and a presentation on the 2026-2031 Transportation Improvement Program from Public Works Director D'Alessandro.

City Council

Councilmember Whitten shared that he visited Howard Amon Park earlier in the day and observed the new playground being actively enjoyed by children. He expressed his appreciation to the City's Parks & Public Facilities Department and all who contributed to making the project a success.

Councilmember Jones reported that the Benton-Franklin Council of Governments (BFCOG) was recently awarded a \$1.2 million dollar Brownfield grant. She added that the funding could create opportunities for the City to apply for support and for residents to benefit from the resources made available through the grant.

Councilmember VanDyke thanked City Manager Amundson for extending an invitation to both the City Council and the public to attend the candidate reception for the Development Services Director position on Monday, May 19, 2025. He added that it was a positive experience and an excellent opportunity for community engagement in the selection process. He also congratulated the owners of the Atomic Escape Room for opening the new location on Tapteal Drive.

Mayor Pro Tem Kent requested that City Manager Amundson follow up with citizens who voiced concerns during the public comment. Next, Mayor Pro Tem Kent thanked City staff for their efforts in coordinating the ribbon-cutting event held the previous Friday at Howard Amon Park, and gave special recognition to Park & Recreation Commissioners for attending and representing both their neighborhoods and the PRC.

She then shared a personal update, noting she had received notice that her water service would be temporarily shut off due to a sewer upgrade project on her street. She thanked City staff and the subcontractors for their professionalism, daily mobilization, and courtesy, particularly their efforts to help residents maintain access to their driveways while managing the challenges of deep trench work. She also commended the successful waste collection that took place amid the construction activity and thanked waste collection crews and subcontractors for their dedication and performance under difficult conditions.

Councilmember Lukson acknowledged the unintended challenges brought on by Claybell Park's increasing popularity and the unanticipated level of use it now attracts. He recognized the City's efforts to address the impacts, including the addition of speed humps and new no-parking zones, he emphasized the need to continue identifying solutions that balance community access with neighborhood quality of life to preserve both the park's accessibility and the surrounding neighborhood's livability.

Councilmember Maier thanked everyone for their patience as he participated in the meeting remotely out of state, and added he looks forward to seeing everyone in person at the next meeting.

Mayor

Mayor Richardson expressed her appreciation for the recent ribbon-cutting event at Howard Amon Park the previous Friday, noting how enjoyable it was, and thanked all who played a role in making it a success.

She then asked her fellow councilmembers whether there was any interest in exploring ways to address long-vacant properties and prevent potential blight in the community. Drawing inspiration from a recently introduced California Senate bill intended to impose a tax upon property owners who allow their properties to remain vacant for more than 182 days, she suggested that Council consider whether similar accountability measures could be appropriate for Richland. She proposed that, if there was interest, staff be directed to research the issue further and return with potential policy options.

After hearing general support from councilmembers who emphasized the importance of weighing the implications carefully, Mayor Richardson confirmed that a majority of Council supported moving forward.

City Manager Amundson thanked Council for their input and direction and noted that, to allow sufficient time for staff to develop a range of options for Council's consideration, recommendations will be presented at an upcoming workshop meeting, likely in August or September.

Adjournment

Mayor Richardson adjourned the meeting at 7:18 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, May 27, 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	Present
Councilmember Lukson	Present
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, Energy Services Director Whitney, Public Works Director D'Alessandro, and City Clerk Rogers.

Agenda Items

1. Hydropower and Snake River Dams Update

Energy Services Director Whitney introduced the topic and representatives from Northwest River Partners (NRP), one of the City's educational and outreach collaborators. Present from NRP were Executive Director Clark Mather, Deputy Executive Director Austin Rohr, and Outreach and Research Manager, Victor Valerio.

Energy Services Director Whitney provided a brief overview of NRP's mission, highlighting its focus on hydropower education and research. He noted that 99.5% of the City of Richland's power is supplied by Bonneville Power Administration (BPA), with the remainder sourced through a power purchase agreement with Tucci Energy Services, which supplies solar energy generated at the Horn Rapids Solar, Storage, & Training site (HRSST) in North Richland.

He further explained that BPA derives the majority of its energy from the Federal Columbia River Power System (FCRPS), which includes thirty-one (31) dams on the Columbia River and four (4) major dams on the lower Snake River. As of 2023, approximately 78% of Richland's fuel mix comes from hydropower, with an additional 11% from the Columbia Generating Station.

Energy Services Director Whitney turned the presentation over to Clark Mather, who opened by emphasizing the critical role hydropower plays in the Pacific Northwest. Mr. Mather described NRP as an advocacy and educational organization with members across the region, including several Tri-Cities entities. He outlined key challenges facing the energy sector, including increased demand from data centers, affordability concerns, and staffing reductions at federal hydropower facilities.

Mr. Mather also addressed misconceptions about fish populations in the Columbia and Snake Rivers, presenting data that challenges the narrative of consistent decline. In conclusion, Mr. Mather discussed the importance of hydropower as a foundational energy source in the Pacific Northwest, supporting job creation, clean air, and economic stability. He emphasized that the region's hydropower system remains under threat and that energy demand is expected to increase by 30% over the next decade.

Mr. Rohr followed with an overview of NRP's "*Our Power is Water*" campaign, a public outreach initiative using digital media outreach, advertising, and community engagement to raise public awareness and build support for hydropower. The presentation concluded with a call to action to continue investing in the system and to advocate for the protection of the regional hydropower system.

Detailed information can be found in the PowerPoint presentation included in the agenda packet. Mr. Mather, Mr. Rohr, and Energy Services Director Whitney responded to Council inquiries throughout the presentation.

Councilmember VanDyke left the meeting at 6:44 p.m.

2. 2026-2031 Transportation Improvement Program Presentation

Public Works Director D'Alessandro provided an overview of the City's annual Transportation Improvement Program (TIP), a state-mandated six-year planning document required for transportation projects that seek federal or state funding.

He explained that while many projects are included due to funding obligations, others, such as pavement preservation, are not, unless tied to specific grants. The TIP also plays a role in guiding the City's Capital Improvement Project (CIP) budget planning and aligns with Council's priorities, particularly safety and active transportation initiatives.

Public Works Director D'Alessandro highlighted several funded and proposed projects, including pedestrian safety enhancements, intersection improvements, and the South George Washington Way overlay. He also referenced unfunded priorities such as the Gage Boulevard improvements and noted ongoing efforts to secure additional funding. He concluded by outlining the next steps for the TIP adoption.

Detailed information can be found in the PowerPoint presentation included in the agenda packet. Council engaged in a question-and-answer session with Public Works Director D'Alessandro throughout the presentation.

City Manager Amundson explained that the City is intentionally holding off on a public rollout for the Downtown Connectivity Project due to uncertainty surrounding approximately \$18 million in federal funding, which may be affected by changes in the federal administration. He emphasized that the City remains committed to transparency but is waiting for official confirmation of funding before launching public engagement.

Closing Comments

Mayor Richardson announced the upcoming Association of Washington Cities (AWC) Annual Conference, scheduled for June 25-27, 2025, in Kennewick at the Three Rivers Convention Center. She encouraged Councilmembers to attend and noted that the conference will feature breakout sessions tailored for elected officials, city clerks, city managers, and mayors. With an expected attendance of approximately 500 participants, she emphasized it as a valuable opportunity for professional development, networking, and exchanging ideas with peers from other municipalities. Mayor Richardson encouraged Councilmembers to respond promptly if interested.

Councilmember Jones shared observations from a recent visit to Howard Amon Park. She commended the park's appearance and noted it was heavily used over the weekend. However, she raised concerns about excessive litter and questioned the visibility and availability of garbage cans, and suggested adding more prominent signage to direct visitors to proper waste disposal sites.

She also inquired about vendors operating in the park and recommended that permitted vendors display visible signage indicating their authorization to ensure transparency and address public health concerns.

City Manager Amundson confirmed that most vendors operating in city parks have formal agreements with the City. He acknowledged that unauthorized vendors may occasionally appear, but park rangers maintain a strong presence and generally have the situation well under control. He added that established vendors are typically recognizable and authorized to conduct business.

Councilmember Jones then requested an update on a recent fire along Highway 182.

In conclusion, Councilmember Jones proposed exploring the idea of closing a street in the Parkway area near Howard Amon Park to create a pedestrian-friendly zone. Drawing inspiration from a similar setup in Walla Walla, she highlighted the opportunity to support local businesses and foster a greater sense of community. She noted that some businesses have expressed interest in expanding outdoor seating but are limited by narrow sidewalks. With the area also serving as the site of the weekly farmers market, she encouraged Council and the Parks Department to consider this concept for future community and economic development.

City Manager Amundson proposed assigning the task to Mandy Wallner, the City's liaison to the Business Improvement District (BID), to engage with the group to gauge interest

and gather feedback to present to Council in a future update.

Future Workshop Agenda Items

None.

Adjournment

Mayor Richardson adjourned the meeting at 7:46 p.m.

APPROVED:

Theresa Richardson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2025-16, Amending the 2025 Budget to provide for Additional Appropriations in the City's General Fund, Capital Improvement Fund, and Streets Capital Construction Fund

Department/Office
Finance

Ordinance/Resolution Number:
2025-16

Document Type:
General Business Item

Recommended Motion:

Give second reading and pass Ordinance No. 2025-16, amending the 2025 Budget to provide for additional appropriations in the General Fund, Capital Improvement Fund, and Streets Capital Construction Fund.

Summary:

Ordinance No. 2025-16 proposes budget amendments to support the Thayer Drive Street Lights Project (the "Project"), as part of the City's 2025-2030 Capital Improvement Program (CIP). The Project is necessary due to the planned removal of existing electrical poles by Bonneville Power Administration (BPA) in fall 2025 as part of its Transmission Line Upgrade Project. The street lights, located between Kuhn Street and Sunset Street, are currently mounted on BPA electrical poles.

The Project will install new City-owned street lights along Thayer Drive to replace those being removed by BPA. Although the Project was included in the CIP, all five (5) bids received exceeded the engineer's estimate. As a result, existing funds in the Streets Capital Construction Fund are insufficient to complete this project. To proceed, staff recommends amending the 2025 Budget to increase appropriations by \$437,400, with \$218,700 each from the General Fund and Capital Improvement Fund. These transfers will fully fund the project through the Streets Capital Construction Fund.

In accordance with state law, a public hearing is required when existing unappropriated fund balances are used to increase appropriations. A public hearing was held on May 20, 2025 to receive public testimony on this proposed budget amendment. No testimony was offered.

Staff recommends approval of Ordinance No. 2025-16 for second reading and passage.

Fiscal Impact: General Fund appropriations will increase by \$218,700 from unappropriated fund balance. Capital Improvement Fund appropriations will increase by \$218,700 from unappropriated fund balance. These combined transfers, totaling \$437,400 will be allocated to the Streets Capital Construction Fund to fully fund the Thayer Drive Street Lights Project.

Attachments:

- I. Ordinance No. 2025-16

ORDINANCE NO. 2025-16

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE 2025 BUDGET TO PROVIDE FOR ADDITIONAL
APPROPRIATIONS IN THE CITY'S GENERAL FUND, CAPITAL
IMPROVEMENT FUND AND STREETS CAPITAL CONSTRUCTION
FUND, AND DECLARING THAT A PUBLIC EMERGENCY EXISTS
IN THESE FUNDS.**

WHEREAS, on November 19, 2024, Richland City Council approved Ordinance No. 2024-37 adopting the 2025 Budget; and

WHEREAS, the City owns and operates the public street right-of-way within City limits; and

WHEREAS, the City's existing streetlights along Thayer Drive between Kuhn Street and Sunset Street are attached to Bonneville Power Administration (BPA) electrical poles; and

WHEREAS, BPA will remove the existing power poles and wire along Thayer Drive between Kuhn Street and Sunset Street in fall 2025 as part of its transmission line upgrades project; and

WHEREAS, the 2025-2030 Capital Improvement Program (CIP) includes a project entitled Thayer Drive Street Lights (the "Project") which is scoped to install new streetlights on Thayer Drive in relation to impacts incurred by BPA's project; and

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with five (5) bids received and opened on April 15, 2025; and

WHEREAS, bids were all above the Engineer's Estimate; and

WHEREAS, funds that were appropriated in the Streets Capital Construction Fund for the Project do not fully fund the budget needed to award the Project; and

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

WHEREAS, the City's best interests are served by completing the Project in accordance with the CIP, project design and the lowest responsible bid; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on May 20, 2025, regarding the increase in appropriations from beginning fund balance in the Capital Improvement Fund and in the General Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2025 Budget was adopted.

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

Section 3. Amendment of the 2025 Budget. The 2025 Budget is hereby amended to provide additional appropriations in the Streets Capital Construction Fund from interfund transfers, and in the Capital Improvement Fund and General Fund from unappropriated fund balance as follows:

General Fund

Current Appropriation: \$ 83,234,001

Increase in Appropriation: \$ 218,700

Amended Appropriation: \$ 83,452,701

Capital Improvement Fund

Current Appropriation: \$ 4,073,366

Increase in Appropriation: \$ 218,700

Amended Appropriation: \$ 4,292,066

Streets Capital Construction Fund

Current Appropriation: \$ 27,400,421

Increase in Appropriation: \$ 437,400

Amended Appropriation: \$ 27,837,821

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: May 20, 2025

Second Reading: June 3, 2025

Date Published: June 8, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-73, Authorizing a Purchase and Sale Agreement with Gribble Bros Richland LLC for Property located at 2502 Henderson Loop

Department/Office
Development Services

Ordinance/Resolution Number:
2025-73

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-73, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Gribble Bros Richland LLC for the purchase of 47,937 square feet of surplus property in the Horn Rapids Business Center.

Summary:

Gribble Bros Richland LLC is proposing to purchase a 47,937 square-foot parcel located at 2502 Henderson Loop in the Horn Rapids Business Center for the development of a minimum 8,000 square-foot building to serve as a shop and office facility for its concrete pumping business (Ralph's Concrete Pumping, Inc.).

Ralph's Concrete Pumping, Inc. is a third-generation family-owned business headquartered in Seattle that has served customers throughout the Pacific Northwest since 1965. The company employs approximately 125 staff, including field workers, mechanics, and office/sales personnel with office locations in Washington and Oregon. The company already has a site in Richland and is pursuing this purchase due to limited space at its current site.

The proposed purchase price is \$6.00 per square foot, totaling \$287,622 for the parcel. The City will retain a repurchase right if Gribble Bros Richland LLC fails to submit building plans for approval within eight (8) months of closing, or if construction of the building has not commenced within eighteen (18) months of closing. The proposed Purchase and Sale Agreement was reviewed by the Economic Development Committee (EDC) and recommended for approval during a regular meeting held on April 21, 2025.

Staff recommends approval of Resolution No. 2025-73.

Fiscal Impact:

The sale will generate proceeds totaling \$287,622. A portion of these funds will be allocated to the City's Utility Fund to recover costs associated with the construction of the Horn Rapids Business Center utilities in 1988. Specifically, \$2,109.23 will be allocated to the Electric Fund; \$3,787.02 to the Water Fund; and \$1,390.17 to the Sewer Fund. The net proceeds after Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 2025-73
2. Purchase and Sale Agreement - Gribble Bros Richland LLC
3. Gribble Brothers Richland LLC - Letter of Intent
4. 2502 Henderson Loop - Site Map

RESOLUTION NO. 2025-73

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF RICHLAND AND GRIBBLE BROS
RICHLAND LLC.**

WHEREAS, the City of Richland is the owner of approximately 47,937 square feet of surplus property located at 2502 Henderson Loop in the Horn Rapids Business Center; and

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

WHEREAS, the aforesaid City-owned property is available for sale for the price of \$287,622; and

WHEREAS, Gribble Bros Richland LLC has agreed to purchase the property for the listed sale price for development of an 8,000 square-foot office and shop facility; and

WHEREAS, the City will retain a Right to Repurchase under the Purchase and Sale Agreement if Gribble Bros Richland LLC does not submit an application for approval of building plans to the City within eight (8) months of Closing, and if construction of the facility does not commence within eighteen (18) months of Closing; and

WHEREAS, sale proceeds will be spent on industrial development activities and capital improvements in the Horn Rapids Industrial Park and the Northwest Advanced Clean Energy Park; and

WHEREAS, at its April 21, 2025 meeting, the Economic Development Committee (EDC) favorably recommended sale of the 47,937 square feet of City-owned surplus property in the Horn Rapids Business Center to Gribble Bros Richland LLC.

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

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2502 Henderson Loop

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **GRIBBLE BROS RICHLAND LLC**, a Washington limited liability company (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 2502 Henderson Loop, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

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

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

2. Purchase Price. The total purchase price for the Property shall be **Two Hundred Eighty-Seven Thousand Six Hundred Twenty-Two** dollars and no cents (**\$287,622.00**) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

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

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

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

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

4. Title Matters.

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

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

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

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

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

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

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

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

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

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed with a minimum of 8,000 square-foot medium industrial facility with office and storage. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right

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

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

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

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

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

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

AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

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

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

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

If to Seller: City of Richland
Attn: Economic Development Office
625 Swift Blvd., MS-18
Richland, Washington 99352
(509) 942-7583

If to Purchaser: Gribble Bros Richland LLC
Attn: Josh Gribble
1529 Rainier Avenue South
Seattle, Washington 98144
(206) 730-3853

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

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

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

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

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

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

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

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

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of a minimum of 8,000 square-foot medium industrial facility with office and storage, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

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

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

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

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as when the City has issued a Certificate of Occupancy for the development of the contractor's office and storage facility, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Repurchase Survival Period to be recorded at Purchaser's expense.

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

**GRIBBLE BROS RICHLAND LLC –
PURCHASER**

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

By:
Its:

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

Parcel 18, Binding Site Plan No. 5946

[Binding Site Plan on Following Page]

DRAFT

RECORD OF SURVEY NO. **5946**

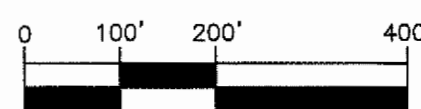
AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056PREPARED FOR
THE CITY OF RICHLANDA PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

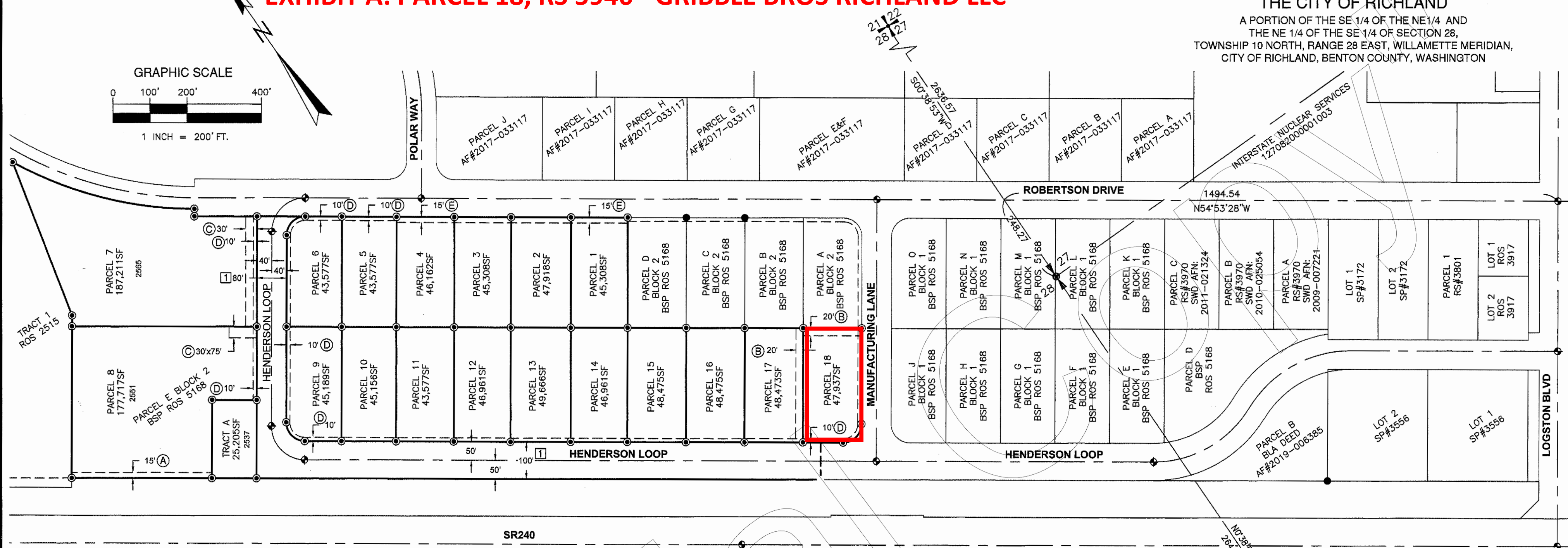
STATEMENT OF AMENDMENT

THE PURPOSE OF THIS SURVEY IS TO CORRECT DIMENSIONS DEPICTING WIDTH FOR
HENDERSON LOOP RIGHT-OF-WAY, DEDICATED RIGHT-OF-WAY CORRECTED TO BE 80.00
FEET WIDE, AS SHOWN HEREON. SHEET 1 AND 2.**EXHIBIT A: PARCEL 18, RS 5946 - GRIBBLE BROS RICHLAND LLC**

GRAPHIC SCALE



1 INCH = 200' FT.



DESCRIPTION

LOT E, BLOCK 2, BINDING SITE PLAN 5168, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5168, UNDER AUDITOR'S FILE NUMBER 2019-010507, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS ~1,338,666 SF/30.73 ACRES.

BINDING SITE PLAN NOTES

- THIS AMENDED BINDING SITE PLAN REFERENCES, AMENDS, AND INCLUDES THE REQUIREMENTS FROM THE ORIGINAL BINDING SITE PLAN NO. 08-95, DATED FEBRUARY 5, 1995, AND THE UPDATED HORN RAPIDS MASTER PLAN APPROVED BY CITY COUNCIL APRIL 5, 2016.
- ALL LOTS CREATED BY THIS AMENDED BINDING SITE PLAN ARE SERVED BY PUBLIC ROADS AND UTILITIES IN ROBERTSON DRIVE, MANUFACTURING LANE AND HENDERSON LOOP. CITY OF RICHLAND PROVIDED ELECTRICAL, POTABLE WATER, SANITARY SEWER, AND STORM WATER. THE HENDERSON LOOP WEST - ROADWAY AND UTILITIES PROJECT CONSTRUCTION PLANS, DATED MARCH 2018, ARE REFERENCED HEREIN AND ARE THE APPROVED PUBLIC RIGHT-OF-WAY AND UTILITIES FOR THIS AMENDED BINDING SITE PLAN. ADDITIONALLY, THE ROBERTSON DRIVE EXTENSION, ROAD A AND 1ST STREET IMPROVEMENTS, DATED MAY 2014, ARE ALSO REFERENCED HEREIN AND PROVIDE ROADWAY AND PUBLIC UTILITY ACCESS TO THE LOTS FRONTING ROBERTSON DRIVE.
- ALL LOTS HAVE BEEN GRADED TO FINAL ELEVATIONS PRIOR TO THIS AMENDED BINDING SITE PLAN.
- ALL EASEMENTS SHOWN ON THIS AMENDED BINDING SITE PLAN ARE APPROVED AND CREATED BY THIS AMENDED BINDING SITE PLAN AS PUBLIC UTILITY EASEMENTS FOR THE BENEFIT OF THE CITY OF RICHLAND.
- ALL DRIVEWAY ENTRANCES SHALL BE AT LEAST 25 FEET FROM THE RIGHT-OF-WAY LINE OF AN INTERSECTING STREET.

BINDING SITE PLAN EASEMENT NOTES

- (A) HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, EXCLUSIVE FOR WATER PURPOSES.
- (B) HEREIN DEDICATED TO THE CITY OF RICHLAND: 20' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- (C) HEREIN DEDICATED TO THE CITY OF RICHLAND: 30' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- (D) HEREIN DEDICATED TO THE CITY OF RICHLAND: 10' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.
- (E) HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.

BINDING SITE PLAN RIGHT-OF-WAY NOTES

- (1) HEREIN DEDICATED TO THE PUBLIC: PUBLIC RIGHT-OF-WAY FOR ROAD PURPOSES AS SHOWN HEREON.

SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: JULY 2023.
- BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASURE ARE SURVEY GRID: SURVEYED DISTANCES SHOWN ARE US SURVEY FEET GRID DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000092417 TO ACHIEVE GROUND (PLANE) DISTANCES. DEED DISTANCES AND THE SQUARE FOOTAGE OF LOTS ARE GROUND (PLANE) DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999907592 TO ACHIEVE GRID DISTANCES.
- EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- THE PURPOSE OF THIS SURVEY IS TO RECORD THE CENTERLINE OF THE EXTENSIONS OF HENDERSON LOOP AND MANUFACTURING WAY AS CONSTRUCTED IN DECEMBER 2018 & TO AMEND A PORTION OF BINDING SITE PLAN, VOLUME 1 OF SURVEYS, PAGE 2056, RECORDED UNDER AUDITOR'S FILE NUMBER 95-18807.
- (XXX.XX) GROUND DISTANCES.
- [1] FOUND 2.5" BRASS CAP IN MONUMENT CASE.
- [2] FOUND BRASS CAP IN MONUMENT CASE. NO PUNCH AND NO MARKINGS FOUND ON BRASS CAP AT TIME OF SURVEY. LOCATION RECORDED AS CENTER OF BRASS CAP INSIDE MONUMENT CASING.
- [3] FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774"
- CALCULATED POINT ROS 2515, AFN:1998-022820, NOT FOUND OR SET
- SET 5/8" REBAR AND CAP " PERMIT SURVEYING, INC 54534"
- SET PK NAIL STAMPED "LS 54534"
- [M]=MEASURED
- [R]=RECORD *SEE NARRATIVE

SURVEYOR'S NARRATIVE

THE MONUMENT AT THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE MEASURES 0.13 NORTH OF THE RECORDED DISTANCE AS SHOWN ON SHORT PLAT 3556, RECORDED UNDER AUDITOR'S FILE NUMBER 2018-001661. LOCATION OF INTERSECTION AND BEARING OF RECORD FOR ROBERTSON DRIVE HELD AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-15, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-008673 AND AS DEPICTED ON RECORD OF SURVEY 4575 RECORDED UNDER AUDITOR'S FILE NUMBER 2015-003647.

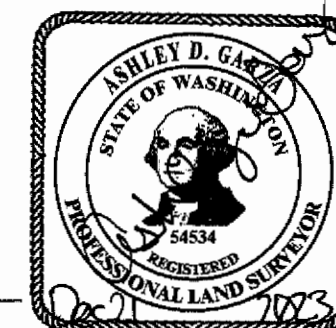
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Merry Broadbent, deputy
FEE NO. 2624-000769

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 THE CITY
OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/21/2023
ASHLEY D. GARZA DATE
CERTIFICATE NO. 54534



**PERMIT
SURVEYING
NC**

2245 Robertson Drive
Richland, Washington 99354Office 509-375-4123
Fax 509-371-0999

DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 1 OF 3

RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025

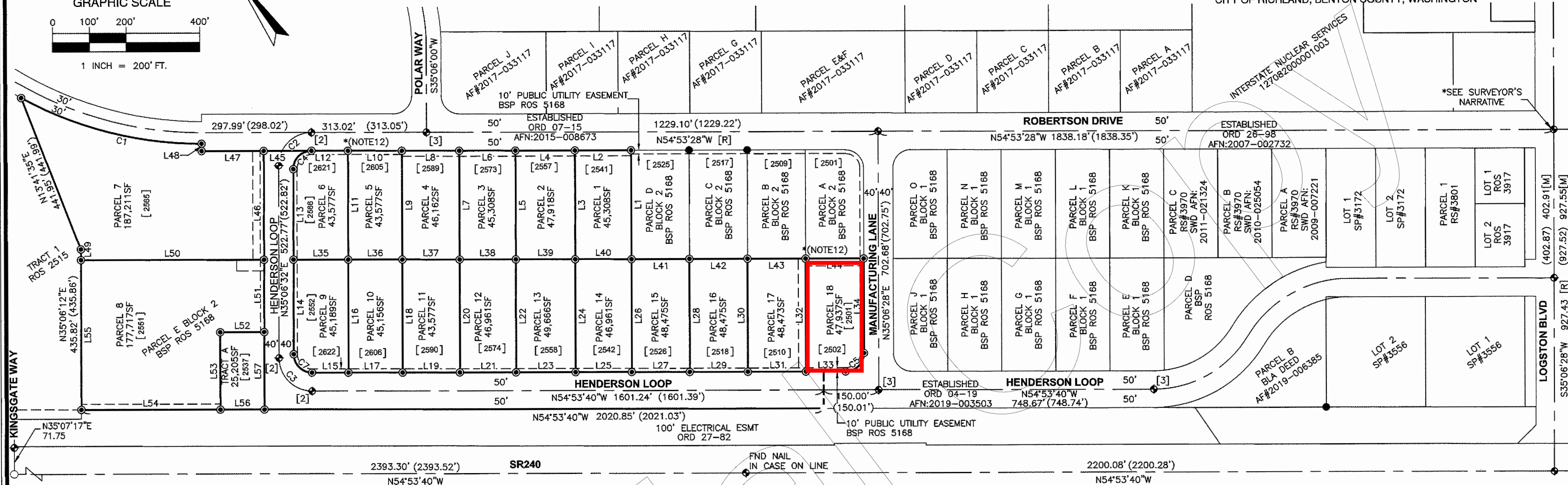
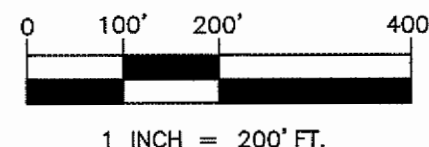
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

GRAPHIC SCALE



Line Table			
Line #	Grid Length	Ground Length	Direction
L1	295.97	296.00	N35°06'28"E
L2	153.06	153.07	N54°53'28"W
L3	295.97	296.00	S35°06'28"W
L4	161.87	161.89	N54°53'28"W
L5	295.97	296.00	N35°06'28"E
L6	153.05	153.07	N54°53'28"W
L7	295.98	296.00	S35°06'28"W
L8	155.94	155.95	N54°53'28"W
L9	295.98	296.01	S35°06'28"W
L10	147.20	147.22	N54°53'28"W
L11	295.98	296.01	S35°06'28"W
L12	99.01	99.02	N54°53'28"W
L13	245.99	246.01	S35°06'32"W
L14	256.79	256.81	S35°06'32"W
L15	99.02	99.03	S54°53'40"E
L16	306.79	306.82	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L17	147.20	147.22	S54°53'40"E
L18	306.78	306.81	N35°06'28"E
L19	155.94	155.95	S54°53'40"E
L20	306.78	306.80	N35°06'28"E
L21	153.05	153.07	S54°53'40"E
L22	306.77	306.80	N35°06'28"E
L23	161.87	161.89	S54°53'40"E
L24	306.76	306.79	N35°06'28"E
L25	153.06	153.07	S54°53'40"E
L26	306.76	306.79	N35°06'28"E
L27	158.00	158.01	S54°53'40"E
L28	306.75	306.78	N35°06'28"E
L29	158.00	158.01	S54°53'40"E
L30	306.74	306.77	N35°06'28"E
L31	158.00	158.01	S54°53'40"E
L32	306.74	306.77	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L33	108.01	108.02	S54°53'40"E
L34	256.74	256.76	N35°06'28"E
L35	149.02	149.03	S54°53'32"E
L36	147.20	147.22	S54°53'32"E
L37	155.94	155.95	S54°53'32"E
L38	153.05	153.07	S54°53'32"E
L39	161.87	161.89	S54°53'32"E
L40	153.06	153.07	S54°53'32"E
L41	158.00	158.01	S54°53'32"E
L42	158.00	158.01	S54°53'32"E
L43	158.00	158.01	S54°53'32"E
L44	158.00	158.01	S54°53'32"E
L45	130.00	130.01	N54°53'28"W
L46	295.99	296.02	S35°06'32"W
L47	169.11	169.13	N54°53'28"W
L48	20.00	20.00	N54°53'28"W

Line Table			
Line #	Grid Length	Ground Length	Direction
L49	29.01	29.01	S35°06'12"W
L50	498.76	498.80	S54°53'32"E
L51	196.79	196.80	S35°06'32"W
L52	120.00	120.01	N54°53'40"W
L53	210.00	210.02	S35°06'32"W
L54	378.72	378.75	N54°53'40"W
L55	406.81	406.84	N35°06'12"E
L56	120.00	120.01	N54°53'40"W
L57	210.00	210.02	N35°06'32"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.80	1029.90	28°28'20"	S40°40'08"E	506.55
C2	141.37	90.00	90°00'00"	S80°06'32"W	127.28
C3	141.38	90.00	90°00'12"	S09°53'34"E	127.28
C4	78.54	50.00	90°00'00"	S80°06'32"W	70.71
C5	78.53	50.00	89°59'52"	N80°06'24"E	70.70
C7	78.54	50.00	90°00'12"	S09°53'34"E	70.71

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.84	1030.00	28°28'20"	S40°40'08"E	506.59
C2	141.38	90.01	90°00'00"	S80°06'32"W	127.29
C3	141.39	90.01	90°00'12"	S09°53'34"E	127.29
C4	78.55	50.00	90°00'00"	S80°06'32"W	70.72
C5	78.54	50.00	89°59'52"	N80°06'24"E	70.71
C6	78.55	50.00	90°00'12"	S09°53'34"E	70.72

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Bronda Chilton by Mery Boatright, deputy
FEE NO. 2024-000769

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 THE CITY
OF RICHLAND IN JUNE 2023.



Ashley D. Garza 12/11/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534

PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159
SHEET 2 OF 3

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2023. PARCEL NO. 128081BP5168016

Kenneth Spencer by Nicole Upmoe
BENTON COUNTY TREASURER

1-11-2024
DATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON.

[Signature]
ENGINEER, CITY OF RICHLAND

1/2/2024
DATE

[Signature]
SUBDIVISION ADMINISTRATOR, CITY OF RICHLAND

1/2/2024
DATE

OWNER'S CERTIFICATE

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN AND THAT THE ROAD RIGHTS-OF-WAYS AND EASEMENTS ON THE BINDING SITE PLAN ARE HEREBY GRANTED FOR THE USES AND PURPOSES SHOWN HEREON.

[Signature]
JON AMUNDSON, CITY MANAGER

1/2/2024
DATE

Jennifer Rogers
JENNIFER ROGERS, CITY CLERK

1/2/2024
DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON

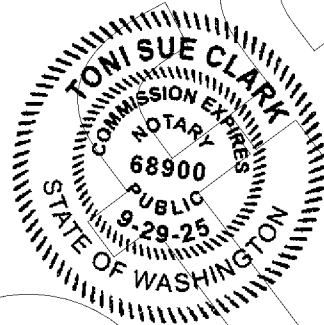
COUNTY OF BENTON

SS.

ON THIS 2nd DAY OF January, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JON AMUNDSON AND JENNIFER ROGERS, TO ME KNOWN TO BE THE CITY MANAGER AND CITY CLERK, RESPECTIVELY, OF THE CITY OF RICHLAND, WASHINGTON, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID MUNICIPAL CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Toni Sue Clark
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Bennetwick
MY COMMISSION EXPIRES 09/29/2025
Toni Sue Clark
PRINT NAME



RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

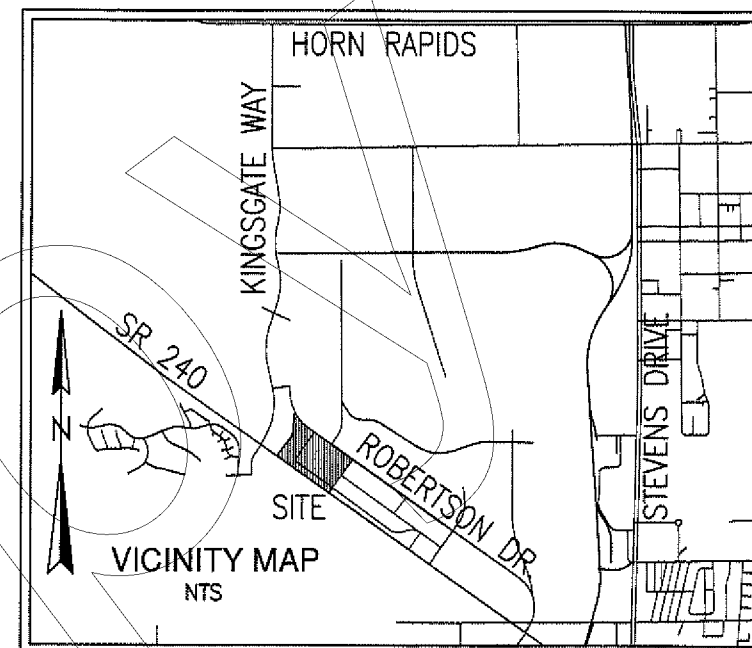
RECORDED UNDER AFN 2023-025025

AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

THE CITY OF RICHLAND

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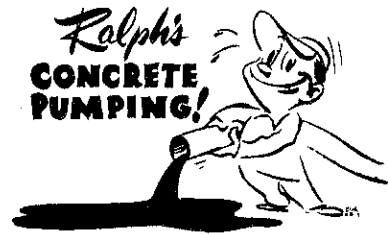
Ashley D. Garza 12/2/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



PERMIT
SURVEYING
NC
2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 10/30/2023
SCALE: NONE
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159
SHEET 3 OF 3



Letter of Intent to Purchase Property Horn Rapids Business Center

Property Description -
Parcel/Lot #18
2502 Henderson Loop
Richland, Washington, 99354

Lot Details-
47,939 sq ft.

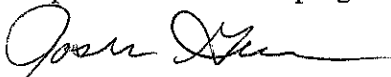
Price -
6.00 per sq ft.
\$287,622.00 purchase price

Owner -
City of Richland

Buyer -
Gribble Bros Richland LLC
1529 Rainier Ave S
Seattle, Washington, 98144

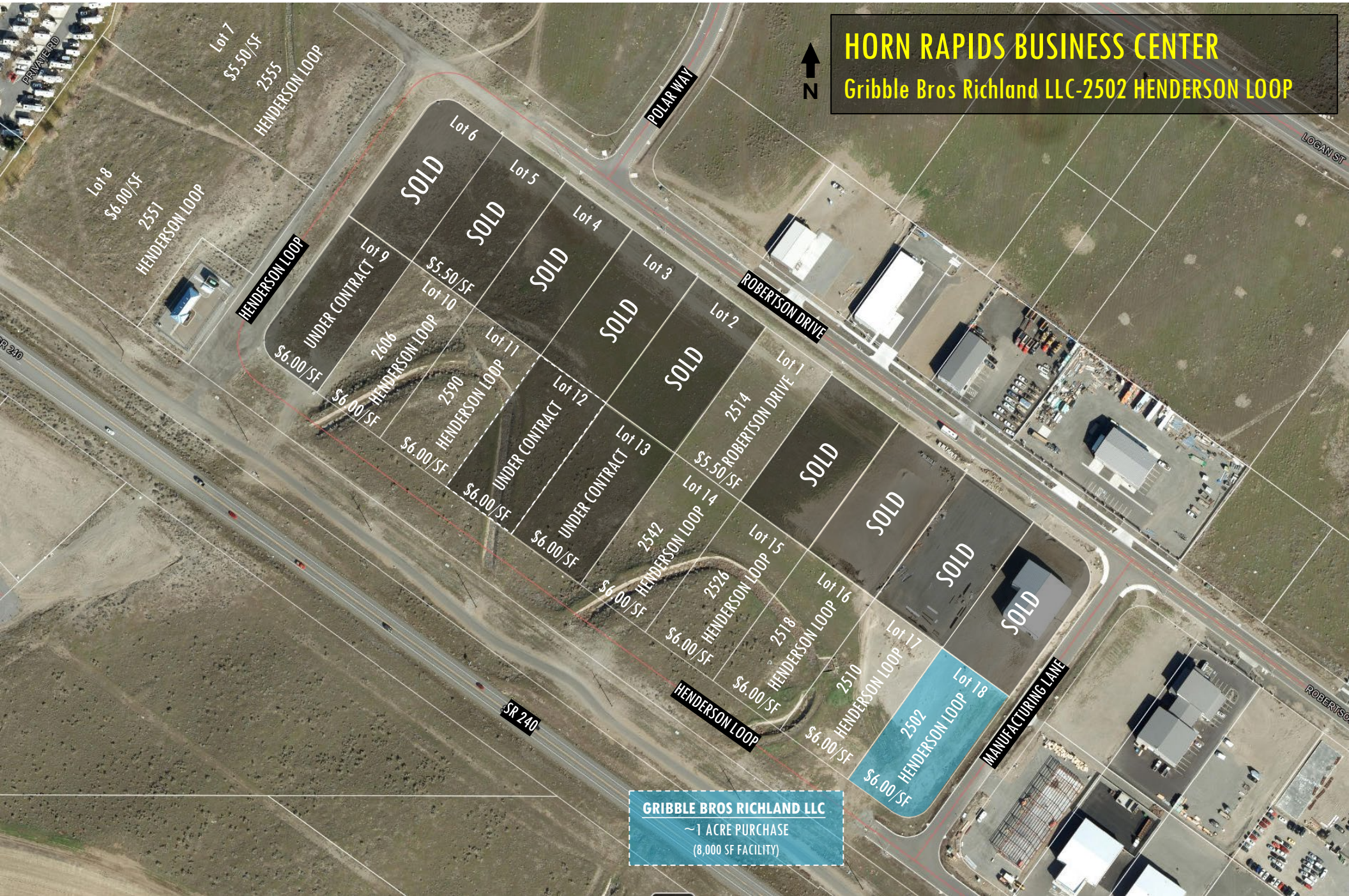
Ralph's Concrete Pumping Inc. is a 3rd generation family business serving the Pacific Northwest region since 1965. Headquartered in Seattle, Washington with branch offices throughout Washington and Oregon. Ralph's employs approximately 125 people consisting of field workers, mechanics and supporting office/sales staff. The field workers are union so compensation and benefits are high. Ralph's has participated in numerous road, bridge and infrastructure projects in Tri Cities area, many Hanford projects, Kadlec Medical Center expansions, a bunch of residential housing projects, agricultural storage and processing projects, most recently Dairygold project and associated Pasco recovery project as well as the Waste Treatment Completion Project. We have rented facilities in Richland since 2003 and upsized to a new location in Richland around 2013. We have now outgrown the second location so we need a larger location that we can make our own and grow from. It is our intention to develop this property to accommodate office and shop structures. Once developed we will be adding local administrative/sales staff that we currently don't have in Richland, and growing with the Tri Cities area construction needs.

Thank you in advance for your consideration.
Joshua Gribble
Ralph's Concrete Pumping Inc.


206-730-3853

HORN RAPIDS BUSINESS CENTER

Gribble Bros Richland LLC-2502 HENDERSON LOOP



GRIBBLE BROS RICHLAND LLC
~ 1 ACRE PURCHASE
(8,000 SF FACILITY)



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 3 - Focused Development

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2025-86, Authorizing a Consultant Agreement with AHBL Inc. for the 2026 Comprehensive Plan and Development Regulations Update

Department/Office
Development Services

Ordinance/Resolution Number:
2025-86

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-86, authorizing the City Manager to sign and execute a consultant agreement with AHBL, Inc. for the 2026 periodic update to the City's comprehensive plan and development regulations.

Summary:

The City implements a ten-year Comprehensive Land Use Plan guiding the physical growth of the City. The City's periodic update to its current comprehensive plan is due by December 31, 2026, and the associated development regulations are due by June 30, 2027. The City is not adequately staffed to self-perform this work, and requires consultant resources to augment the Planning Division's current capacity. The 2025 Budget allocates monies to hire consultant services to assist in the periodic update process, and the proposed 2026 Budget will also allocate funds toward completion of this effort. These funds, along with additional grant funds allocated to the City by a programmatic Department of Commerce grant, will cover the anticipated expenses.

A competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit the services of a professional land use consultant. The City received two (2) responses to the RFQ. AHBL, Inc. was selected as the most qualified consultant to update the City's comprehensive plan and associated development regulations. A reasonable scope of work and budget have been negotiated with AHBL, Inc.

Staff recommends adoption of Resolution No. 2025-86.

Fiscal Impact:

The contract is valued at \$956,330. The 2025 Budget allocates \$400,000 from the General Fund and another \$175,000 from the Washington State Department of Commerce's Periodic Update grant. An additional \$400,000 from the General Fund (or less if additional grant funds can be secured) will be proposed in the 2026 Budget to fully fund this multi-year agreement. Total funding for the contract, including the anticipated 2026 General Fund allocation, is \$975,000.

Attachments:

1. Resolution No. 2025-86
2. Proposed Consultant Agreement with AHBL, Inc.

RESOLUTION NO. 2025-86

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH AHBL, INC.
FOR THE 2026 PERIODIC UPDATE TO THE COMPREHENSIVE
PLAN AND DEVELOPMENT REGULATIONS.**

WHEREAS, pursuant to RCW 36.70A, the City of Richland is required to periodically review and update its comprehensive plan and associated development regulations; and

WHEREAS, preparation of the comprehensive plan and associated development regulations will benefit significantly from hiring high-quality professional services with specialized skills and experience in comprehensive plan and development regulation updates; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit the services of a professional engineering firm to perform the work; and

WHEREAS, the City received two (2) responses to the RFQ; and

WHEREAS, AHBL, Inc. was selected as the most qualified vendor to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with AHBL, Inc. that provides the needed services at a good value; and

WHEREAS, the City's best interests are served by executing a consultant agreement with AHBL, Inc. to complete the 2026 periodic update to the comprehensive plan and development regulations.

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 AHBL, Inc. in an amount not to exceed \$956,330 for the 2026 periodic update to the City's comprehensive plan and associated development regulations.

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 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Comprehensive Plan Periodic Update

This Agreement is entered into this _____ day of June, 2025 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **AHBL, INC.** ("**Consultant**"), a Washington for-profit corporation with service at 2215 N. 30th Street, Suite 300, Tacoma, WA 98403. **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 #24-0111
 4. ☒ Exhibit B: Solicitation No. RFQ #24-0111 proposal response submitted by Consultant dated November 14, 2024.
 5. ☐ Additional Documents – N/A.

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, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on June 30, 2027.

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 **nine hundred fifty-six thousand three hundred thirty dollars (\$956,330)**, 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: Wayne Carlson, Principal in Charge
Name of Firm: AHBL, Inc.
Address: 5804 Road 90, Suite H
Address: Pasco, WA 99301
Email: wecarlson@AHBL.com
Phone Number: (509) 380-5883

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)

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

Exhibit A to Follow

EXHIBIT A

PHASE I

Tasks 1-6 are for Phase I, to be completed in the State FY 2024-2025 (to align with state grant)

TASK 1: DEVELOP PERIODIC UPDATE WORK PLAN

This task launches the project by working with City staff to collect plans, documents, and data, complete the groundwork, and create a work plan. Additionally, we will review existing City plans. This initial research will provide a solid foundation to assess key decisions made since the last periodic update, including code changes and annexations.

The past few legislative sessions produced an array of new laws and requirements for jurisdictions planning under the Growth Management Act, many of which will apply to the City of Richland. Requirements for zoning modifications to foster affordable housing opportunities and mandates to incorporate policies addressing climate change are just two examples of a policy shifts.

Steps

1.1: Review of data, local conditions, and situational factors.

We will start by collecting data, plans, and documents to be reconciled and integrated into the City's Comprehensive Plan update process. We will use the city's website and online codes as primary sources of information, in coordination with city staff. The goal is to quickly identify significant local changes that have occurred or are in progress since the last update in 2017, as documented in adopted ordinances, resolutions, interlocal agreements, and other relevant sources. Additionally, we will review the City's 2024-2026 Strategic Plan to gain insight into the Council's priorities and near-term objectives. This approach allows the project to be resourceful and proactive in drafting proposed policy language.

1.2: GIS data collection

We will need GIS data for the Land Capacity Analysis to produce mapping products and for other inquiries that will be needed for this update effort. We expect that a lot of the information we will need to compile can be sourced online from state, county and local websites, but will need GIS files from the City.

1.3: Develop a work plan

With the project launch, we will work with staff to identify critical work elements, identify staff and AHBL contacts, internal meeting scheduling, timing, and other preferences and strategies in order to create a results- driven work plan. We will also initiate our coordination with the city's other Consultants working on the update to the City's Transportation Plan (led by Transpo Group) and the "Parks,

Recreation and Open Space Comprehensive Plan” (led by Moore Iacofano Goltsman, Inc. dba MIG).

Task 1 Deliverable: Work Plan

TASK 2: DEVELOP A PUBLIC PARTICIPATION PLAN

We will work with City staff to create a Public Engagement Plan that will:

- Outline the specific public engagement methods proposed for the update process.
- Provide a schedule for the proposed activities.
- Describe the kind of outreach materials that will be provided.

Steps

2.1 Incorporate “Branding” and a Graphical Approach for the Update

Through the use of a city-developed logo, thematic elements (phrases, colors, etc.) and other marketing-type approaches, we can ensure that community outreach and items produced for the update are cohesive and consistent in appearance and messaging. The colors, logos, and other collateral that will be featured in the draft and final Comprehensive Plan, as well as in public notices, PowerPoint presentations, and other project materials. It is our understanding that the City’s marketing/ communications department has developed a theme which will be used across the city’s various plan update efforts (Comprehensive Plan, Transportation Plan and Parks Plan updates). We will also confirm the City’s preferred styles for graphics, tables, maps, and other visuals.

2.2: Public Participation Plan Development

We will develop and execute a robust Public Participation Plan in consultation with City staff. In addition to traditional methods, we want to explore the possibility of integrating non-traditional options including a podcast /videos, a “tour on a bus” event, a “downtown walking tour” opportunity, and a survey direct to business owners. Tribal engagement objectives and the involvement of agencies that provide or support housing options will also be identified.

Task 2 Deliverable: Public Participation Plan

TASK 3: COMPLETE CRITICAL AREAS ANALYSIS

This task focus on reviewing the City’s Critical Areas regulations.

Steps

3.1: Prepare a Gap Analysis of City’s Critical Areas Regulations

We will prepare a gap analysis to identify areas of the City’s Critical Areas Regulations (Chapter 22.10) that may need amendment based on changes in state

law and Commerce guidance, following the Department of Commerce’s published checklist.

3.2: Revise Best Available Science

Our environmental subconsultant will review and revise the City’s BAS for Critical Areas. The updated guidance and information on Shrub Steppe habitat areas will be a focus area. The “site potential tree height” approach for riparian area buffer widths (used in Western Washington and potentially applicable locally) can also be explored, if directed by City Staff.

Task 3 Deliverable: Critical Areas Analysis (Cover memo and completed checklist)

TASK 4: COMPLETE COMPREHENSIVE PLAN ANALYSIS & DEVELOPMENT REGULATIONS ANALYSIS

This task involves preparing a gap analysis of current documents against state guidance.

Steps

4.1: Prepare a Gap Analysis of City’s Planning and Policy Documents

We will prepare a gap analysis to identify areas of the Comprehensive Plan and development regulations that may need amendment based on changes in state law and Commerce guidance, following the Department of Commerce’s published checklists.

4.2: Assess development code for conformance to SB 5290

It is our understanding that the city attorney has reviewed the city’s codes governing the administration of permits for needed changes to SB 5290. We can, at the city staff’s direction, augment this work and assist with further assessment and/ or preparation of materials to implement necessary changes.

Task 4 Deliverable: Comprehensive Plan & Development Regulations Analysis (Cover memo and completed Commerce Checklist for Periodic Updates)

TASK 5: POPULATION & HOUSING ALLOCATION

This task involves monitoring, and assisting with the work led by Benton County in allocating population and housing numbers to Richland.

Steps

5.1: Coordinate with Benton County for population & housing allocation.

Benton County, in consultation with its cities, will adopt one series of Commerce’s growth projections and allocate them among the jurisdictions, as well as adopt housing needs by income level for each of its jurisdictions. To support this effort, we will attend the County’s meetings with City staff as requested.

Task 5 Deliverable: Population & housing allocation memo

TASK 6: LAND USE STUDY

This task centers around completing the Land Capacity Analysis for Richland, which must be completed quickly to meet the County’s schedule.

6.1: Conduct an Initial Land Capacity Analysis (Study)

We will prepare a land use capacity analysis to understand how the City’s growth can be accommodated within its existing corporate limits and urban growth area. This work is particularly important under the current Department of Commerce guidelines which will require that the City of Richland demonstrate that it has made adequate provisions for all economic segments of the community per RCW 36.70A.070(2)(d) amended in 2021. This will involve compiling data related to existing and planned land uses (including our assumptions related to missing middle and ADU housing) and evaluating critical areas/buffers and make assumptions on the amount of land which will be necessary for stormwater management, roads, and other capital facilities.

This effort will also cover the technical work needed to complete the “Capacity by Zone” worksheet per Benton County’s coordination / request.

Task 6 Deliverable: Land Use Study Report (with “Capacity by Zone” worksheet)

Phase I Budget Summary– **Consultant Fee:**

Task	Budget (identical to grant funding)
1 Develop periodic update work plan	\$13,125
2 Develop a public participation plan	\$13,125
3 Complete critical areas analysis	\$13,125
Complete comprehensive plan & development regs	
4 analysis	\$17,500
5 Population allocation and housing allocation	\$13,125
6 Land Use Study (<i>initial land capacity analysis</i>)	<u>\$17,500</u>
	\$87,500

PHASE II

Phase II items are for activities and work products that the City wants to see produced during the update process which are not strictly for GMA compliance or require extensive study. As such, this Phase is not tied to the performance-based grant budget that the City contracted with Commerce for. Further, Phase II may, and is expected to, overlap the Phase I and Phase III work for timing.

Task 7 Study Economics Trends and Indicators

Description:

- ECONorthwest will prepare updates to and for City's Economic Development Element (which is an optional element under the GMA). This work will involve the preparation of a high-level citywide market assessment and economic profile to establish baseline and future economic conditions and ensure the goals, policies, and specific actions outlined in the Comprehensive Plan are realistic. This assessment may also provide the City with information about the City's competitive position including opportunities for growth, barriers and constraints to development, overall demand for different land use types, development and economic (industry and employment) trends, the likely timing of new investment, and other conditions.
- It is unclear if the County will set out forecast numbers for job/ employment targets, or if the city will need to lead this effort. Therefore, our team may offer support via an employment growth analysis to confirm if the city can meet employment targets, or if the city is able to accommodate a higher value.
- This profile analysis could include community demographic changes analysis (such as population growth and age composition trends), employment growth trends (by industry sector and wages), key market trends (rental and vacancy analysis), commuting analysis, and remote worker trend analysis. Assuming the city has adequate data available (for example information at <https://www.dor.wa.gov/manage-business/city-endorsements/richland> can be useful) we can analyze business licenses information and key permit data to show recent trends in business growth and development that could highlight the types and sizes of businesses and range of development attracted to the area. In addition, we will integrate the best available information regarding growth targets and forecasts for the City of Richland and broader county (for comparison). Collectively, this profile provides a critical foundation for understanding the historical growth trends useful for determining key factors driving economic growth or decline.

- The project team will evaluate the existing Comprehensive Plan goals and policies with support from city staff. The goal will be to identify whether existing goals/policies are still relevant or not or in need of updates or adjustments. This step will also include a review of other City plans and initiatives, policies and programs related to economic opportunity and marketing of events and attractions that should be recognized or incorporated into the Comprehensive Plan.

Task 7 Deliverable: Economics Trends and Indicators Report (This could be a technical appendix to the Comprehensive Plan, if desired)

Task 8 Housing Needs Assessment

- ECOnorthwest will prepare a Housing Needs Assessment for the City of Richland. *(Note: Many Cities throughout the state had prepared these types of studies using Commerce’s grants for developing “Housing Action Plans” prior to beginning their Comprehensive Plan Updates, but Richland did not receive a state grant.)*
- The assessment will incorporate data and analysis on key factors influencing housing needs, such as population and household characteristics, income, affordable housing and senior housing inventory, housing market trends analysis, and housing costs and affordability. If the city has adequate data available, we can analyze permit data to show recent trends in housing development that could highlight the range of housing development emerging locally. This assessment will lay the groundwork for developing strategies to address the community’s housing needs, and will be likely be included as an appendix to the Comprehensive Plan. Key topics will include housing production, assisted housing, subsidized and public affordable housing, and naturally affordable housing. The assessment will also align with Commerce’s “Expanded Housing Element Checklist” and analyze the jobs-to-housing ratio.
- The project team will evaluate the existing Comprehensive Plan goals and policies with the support of city staff. The goal will be to identify whether existing goals/policies are still relevant or not or in need of updates or adjustments. This step will also include a review of other City plans, subarea plans, and initiatives, policies and programs related to housing that should be recognized or incorporated into the Comprehensive Plan.

Task 8 Deliverable: Housing Needs Assessment Report (This will be a technical appendix to the Comprehensive Plan)

Task 9 Detailed Land use Assessment

We will work with staff to convene a workgroup to study and discuss these topics among invited staff (such as public works, energy services, economic development services, etc.) in up to three meetings, and then perform a detailed assessment to consider the following potential options:

- A. **Increased density along Gage Road between Meadow Hills Drive and Crested Hills area.** Would a higher density land use designation (and implementing zoning) be logical and supported in this area? Are there any environmental or other constraints that need to be considered or mitigated?
- B. **Lands near Badger Mountain South.** Is there a potential development opportunity that would benefit the City and better conform to the GMA to expand the city's UGA to the freeway area? Does the City need to add residential land in this location to meet future housing target needs in the forthcoming 20-year period and it is reasonable to consider this area prime for expansion given it's location and proximity to existing services and infrastructure investments?
- C. **Property at North Richland.** The City owns land in North Richland. What is the long-term strategy for this holding? What agreements or opportunities should be explored for the long-term benefit of the city and its residents? How can this asset be leveraged for maximum public benefit?
- D. **Strategy for the UGA beyond 2044.** The City must plan for twenty years of growth during this update cycle, but what should the city start considering now for future UGA needs and how can a long-term, strategic concept be developed in order to plan ahead for future needs and align these efforts functionally with the Benton County Comprehensive Plan? Should the city identify a "reserve" location within a preferred future UGA?
- E. **Desired / Business Uses for the Innovation Center.** It is important to study the lands owned by the Port, the City, and leased to various entities to best position the various Economic Development partners for success at the Innovation Center. We will explore opportunities that may exist for the industrial land supply and future smart energy initiatives.
- F. **Housing, Employment and Industry.** There may be other questions that emerge relating to the economic development and housing element (in particular, workforce housing needs) that warrants study.

Task 9 Deliverable: Memo to Staff with Summary and Recommendations

Phase II Budget Summary– **Consultant Fee:**

Task	Budget (no grant funds)
7 Study Economics Trends and Indicators	\$113,250
8 Housing Needs Assessment	\$146,570
9 Detailed Land Use Assessment	<u>\$126,180</u>
	\$386,000

PHASE III

Tasks 10-16 are for Phase III, to be substantially completed in FY 2025-2026 (to align with state grant) however, adoption of the Comprehensive Plan is now due by the end of 2026 as the Governor signed into law an extension in April 2025 (SB 5558) to allow additional time. This also means that the Critical Areas Ordinance due date is pushed into 2027, as well as development regulations adoption which we propose to have wrapped up in the first quarter of 2027.

TASK 10: DRAFT CRITICAL AREAS ORDINANCE AMENDMENT

Once the foundational work under Task 3 (of Phase I) is completed, task 10 will leverage the work done through the gap analysis to inform our work in drafting proposed updates to the City's Critical Areas regulations (Chapter 22.10).

Note: This specifically excludes any field work, mapping/ GIS work.

Steps

10.1: Draft Critical Areas Ordinance Amendment

Using Best Available Science as previously assembled and Commerce's checklist to identify required regulatory amendments, we will draft amendments to the City's Critical Areas regulations under RMC Chapter 22.10. We anticipate this will include additional language and requirements pertaining to Shrub Steppe habitat.

10.1: Draft Non-Project SEPA Checklist

We will prepare a non-project SEPA Checklist OR assist the city with amending a previous DNS on the Critical Areas code to retain the previous DNS determination, as desired by staff

Task 10 deliverable: Draft Critical Areas Ordinance and SEPA Checklist

**Optional Task 10A (By Separate Task Order): Field work, GIS work/ mapping*

TASK 11: CRITICAL AREAS ORDINANCE AMENDMENT PROCESSING

After task 11 is completed, we will continue to assist in the processing of the amendment.

Steps

11.1: Planning Commission Review and Recommendation followed by Referral to Council

We will provide assistance to staff as requested in the processing of the prepared amendments to Chapter 22.10 Critical Areas. This work will include the production of a staff report, the preparation of meeting slides, a presentation to the Planning Commission at one meeting and a presentation to the City Council at one meeting.

Task 11 deliverable: Critical Areas Ordinance Amendment Sent to Council

**Optional Task 11A (By Separate Task Order): Attendance at additional meetings, preparation of a SEPA checklist and/or DNS*

TASK 12: DRAFT COMPREHENSIVE PLAN AMENDMENT

After the foundational work of previous key tasks are underway, we will begin tying it all together in the preparing draft amendments.

Coordination with the city's other Consultants working on the update to the City's Transportation Plan and the "Parks, Recreation and Open Space Comprehensive Plan will be accomplished throughout this task, particularly in drafting the Transportation and Parks and Recreation Elements.

Steps

12.1: Preparation, Organization, and Status Updates (Project Management)

This task covers project management functions such as status updates and check-in meetings with City Staff, etc.

12.2: Drafting

The project team will update and revamp the elements of the City's Comprehensive Plan based on the findings from the gap analysis, public input, and coordination with City staff. We will begin by documenting existing conditions and explaining the foundation for the City's development patterns and growth over time. This step is essential to provide a clear basis for policy work. Within the framework of the existing vision statement (2017), our team will propose updates to goals, policies, and strategies that need to be strengthened, revised, or reworked for GMA compliance and to reflect local priorities in all elements. The work will include forecasting residential and commercial growth and developing alternative growth scenarios, which will inform updates to tables, maps, and graphics to ensure compliance with the GMA.

We propose to prepare each Element/Chapter as listed as follow in four parts: (1) Initial Draft for Staff Review, (2) "First" Draft for Planning Commission Review and Public Comment (including a Planning Commission workshop)*, (3) Revised Draft for SEPA Environmental Review and Agency Review, (4) Final Draft for Adoption.

**The Economic Development Element will also be scheduled for review by the City's Economic Development Committee, the Parks and Recreation Element will be scheduled for review by the City's Parks and Recreation Commission either; this review will be either prior to or following the Planning Commission's review. The Public Facilities District Board may also be called on to comment on the Utilities Element (optional).*

Introduction and Community Vision

Land Use Element

Housing Element

Transportation Element

Capital Facilities Element

Parks and Recreation Element

Natural Environment Element

Utilities Element

Economic Development Element

Climate Planning and Resilience Sub Element

It is our understanding that the City of Richland has entered into an interlocal agreement with nearby jurisdictions and the Benton-Franklin Council of Governments to address climate planning and resilience on a comprehensive, regional scale. Our role in this effort will involve coordinating closely with the consultant team selected to perform this work, ensuring that their findings are effectively integrated into our land capacity analysis, critical areas work, general land use assumptions, and the goals and policies of the Environmental Element. This coordination will ensure consistency across the Comprehensive Plan, aligning climate resilience and planning efforts with broader land use and environmental goals.

Appendices

12.3: Environmental (SEPA) Review

We will prepare an EIS addendum for public comment and transmittal to Ecology and interested agencies during environmental review.

TASK 13: COMPREHENSIVE PLAN ADOPTION PROCESSING

After the previous task is completed, we will continue to assist in the processing of the draft plan.

Steps

13.1: Public Hearing Phase- Planning Commission Review

We will provide assistance to staff in the processing of the prepared amendments to the Planning Commission, including notices, presentation(s), etc. This includes attendance at up to three public hearing dates

13.2: Send Comprehensive Plan to Council

We will provide assistance to staff in the processing of the prepared amendments to the City Council, including notices, presentation(s).

Task 13 deliverable: Comprehensive Plan sent to Council

TASK 14: DRAFT DEVELOPMENT REGULATIONS ORDINANCE

Once the foundational work of the draft comprehensive plan is completed, Task 14 will use the work to draft updates to the City's development regulations in order to implement the Comprehensive Plan. We anticipate amendments to RMC Titles 22 and 23.

Steps

14.1: Prepare draft development regulations amendment

We will prepare draft amendments to RMC Titles 22, 23 and 24 to align with proposed changes to the Comprehensive Plan as well as State law changes. We will address the new housing legislation that amended the GMA, including the Middle Housing requirements of HB 1110 and the ADU regulation requirements of HB 1337.

Task 14 deliverable: Draft development regulations ordinance

TASK 15: DEVELOPMENT REGULATIONS PROCESSING

After task 11 is completed, we will continue to assist in the processing of the amendments.

Steps

12.1: Send Development Regulations Ordinance to Council

We will provide assistance to staff in the processing of the prepared amendments to the City Council, including notices and presentation(s).

Task 15 Deliverable: Development Regulations Ordinance sent to Council

TASK 16: PUBLIC PARTICIPATION REPORT

After the 2026 Comprehensive Plan and Development Regulations Periodic Update is concluded, we will compile the public participation documentation that is collected throughout the process into a report.

Steps

16.1: Prepare the public participation report.

We will compile a report detailing the public participation details. Throughout the process, we will document various public hearings, meetings, open houses,

workshops, surveys, etc. and provide staff with summaries following the events. After the conclusion of the periodic update, we will compile all the information into a report.

Task 16 deliverable: Report detailing public meetings: date/times, topic(s) covered, and summary of public input

Phase III Budget Summary – **Consultant Fee:**

Task		Grant Funding	Budget
10	Draft Critical Areas Ordinance amendment	\$8,750	\$27,270
11	Critical Areas Ordinance Amendment Sent to Council	\$13,125	\$13,125
12	Draft comprehensive Plan Revision Preparation	\$17,500	\$241,120
13	Comprehensive plan amendment preparation	\$13,125	\$13,125
14	Draft development regulations ordinance	\$13,125	\$36,960
15	Development regulations ordinance sent to Council	\$13,125	\$38,480
16	Public Participation Report	\$8,750	<u>\$8,750</u>
			\$378,830

COMPLETE BUDGET:

Phase I	\$87,500
Phase II	\$386,000
Phase III	<u>\$378,830</u>
Consultant Fee Subtotal	\$852,330
Final Document Preparation and Publication (Adobe InDesign)	\$32,000
Contingency	\$60,000
Reimbursable Expenses	<u>\$12,000</u>
TOTAL CONSULTANT BUDGET	\$956,330



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-87, Authorizing a Maintenance Agreement with the Washington State Department of Transportation related to the South George Washington Way Intersection Improvements Projects

Department/Office
Public Works

Ordinance/Resolution Number:
2025-87

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-87, authorizing the City Manager to sign and execute a maintenance agreement with the Washington State Department of Transportation for the South George Washington Way Intersection Improvements Project.

Summary:

The 2024-2029 Transportation Improvement Program (TIP) includes the South George Washington Way Intersection Improvements Project (the "Project"). On June 18, 2024, Richland City Council adopted Resolution No. 2024-79, authorizing the City to enter into a cooperative agreement with the Washington State Department of Transportation (WSDOT) to develop project design improvements that extend into WSDOT jurisdiction and limited-access interstate facility. These improvements within WSDOT's right-of-way include the installation of a "Welcome to Richland" sign on WSDOT's sign bridge, and landscaping and irrigation facilities.

The City and WSDOT have negotiated a maintenance agreement that outlines the City's responsibilities for maintaining the Project improvements within WSDOT's right-of-way. The City's best interests are served by executing the agreement to set parameters for the successful completion of the Project in cooperation with WSDOT.

Staff recommends adoption of Resolution No. 2025-87.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2025-87
2. Washington State Department of Transportation Contract No. GMC 1035

RESOLUTION NO. 2025-87

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A MAINTENANCE AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
RELATED TO THE SOUTH GEORGE WASHINGTON WAY
INTERSECTION IMPROVEMENTS PROJECT.**

WHEREAS, the 2024-2029 Transportation Improvement Program (TIP) includes a project titled the South George Washington Way Intersection Improvements Project (the “Project”); and

WHEREAS, on June 18, 2024, Richland City Council adopted Resolution No. 2024-79, authorizing the City to enter into a cooperative agreement with the Washington State Department of Transportation (WSDOT) to develop design improvements for the Project that extend onto WSDOT jurisdiction and limited access interstate facility; and

WHEREAS, the Project improvements within WSDOT’s right-of-way include installing a “Welcome to Richland” sign on WSDOT’s sign bridge, and landscaping and irrigation facilities; and

WHEREAS, the City and WSDOT have negotiated an agreement identifying the City’s maintenance responsibilities for the Project improvements within WSDOT’s right-of-way (the “Maintenance Agreement”); and

WHEREAS, the City’s best interests are served by executing the Maintenance Agreement to set parameters for the successful completion of the Project in cooperation with WSDOT.

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 Maintenance Agreement with the Washington State Department of Transportation for the South George Washington Way Intersection 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 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**MAINTENANCE AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GMC 1035)
AND
THE CITY OF RICHLAND**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and The City of Richland (City), also referenced as the “Party” and collectively the “Parties.”

RECITALS

1. The City of Richland planned safety, capacity, and mobility improvements to the existing signalized intersection of George Washington Way/Columbia Point Drive/Adams Street at I-182 state route milepost 4.73 in the City of Richland, Benton County hereinafter referred to as the “Project,” which includes installing a “Welcome to Richland” sign on WSDOT’s sign bridge, as shown in Exhibit A, and landscaping and irrigation facilities described in Landscape Permit RVP 62157 within WSDOT’s right of way; and
2. At the location of the proposed improvements, I-182 is classified as a fully controlled limited access interstate facility; and
3. WSDOT and the City entered into Agreement GCC 1108 executed February 27, 2025 to allow the City to construct the improvements; and
4. WSDOT and the City enter into this Maintenance Agreement to outline the City’s maintenance responsibilities of the improvements constructed by the Project within WSDOT’s right of way.

Now therefore, pursuant to RCW 47.28.140 and 47.52.090 the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit which are incorporated and made a part hereof, it is mutually agreed as follows:

1. COOPERATION

The Parties agree to work cooperatively to ensure that the right of way and any improvements are maintained so as to function as designed. The Parties shall meet on an as needed basis to discuss their respective maintenance obligations, the functioning of the improvements, and this Agreement.

2. PURPOSE

- 2.1 The purpose of this Agreement is to establish each Party’s respective responsibilities for the (operation) and maintenance of the subject property and any improvements.
- 2.2 Except as specifically set forth herein, as between City and WSDOT only, nothing in this Agreement is intended to depart from, or supersede, RCW 47.52.090 and WAC 468-18-050.

3. PERIOD OF PERFORMANCE

This Agreement shall commence upon execution and shall remain in effect unless and until terminated by one or both parties as set forth herein.

4. TERMINATION

4.1 This Agreement may be terminated, without penalty or further liability as follows:

4.1.1 Termination for Convenience

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

4.1.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

4.1.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

4.1.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

4.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the City agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

4.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

4.4 Within thirty (30) working days of the termination of this Agreement, the City shall, if directed by WSDOT, remove the Improvements, and shall restore the City right of way to its condition prior to the installation of the Improvements at the City's sole cost and expense and to the reasonable satisfaction of WSDOT. The work to restore the right of way shall be performed in a manner consistent with Section 5.6. If the City fails or refuses to perform the work necessary to comply with this requirement, WSDOT may perform the work at the expense of the City. Reimbursement for the cost of the work by WSDOT shall be made in accordance with Section 8.1.

5. CITY MAINTENANCE RESPONSIBILITIES

- 5.1 The City at its sole cost and expense shall maintain the features constructed by the Project as set forth in this Agreement. Maintenance of all features included in this Agreement shall hereinafter be referred to as "Work." The Work does not include any obligation to reconstruct or to make additions to Project. Any reconstruction or additional construction shall be negotiated in a separate agreement.
- 5.2 In the operation and maintenance of their respective improvements, City will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.
- 5.3 The City shall perform all Work in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto.
- 5.4 The City shall not perform any Work required under this Agreement in such a manner as to conflict with, impede or disrupt in any way WSDOT highway operation, construction, or maintenance, or interfere with or endanger the safety of the traveling public or pedestrians. The City shall conduct all traffic control required for the Work in a manner consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the WSDOT's Work Zone Traffic Control Guidance M54-44.
- 5.5 The City Work includes the following:
- 5.5.1 Signage
The City shall maintain the "Welcome to Richland" sign installed on WSDOT's sign bridge, as shown in Exhibit A.
 - 5.5.2 Landscaping
The City will operate and maintain the landscaping and irrigation facilities as described in the Landscape Permit RVP 62157, or its successor.
- 5.6 City Requested Work and Traffic Control
- 5.6.1 At the time the City determines Work is necessary that will require placing traffic control devices on the state highway, the City shall provide written notice, with email being acceptable, to WSDOT's Area Maintenance Superintendent including a description of proposed Work, plans and specification for the proposed Work (if available) and the proposed Traffic Control Plan/Procedures a minimum of 14 days prior to commencing the Work.
 - 5.6.2 WSDOT will review and comment on the proposed Work or issue written approval within 10 days from receipt of the Traffic Control Plans.
 - 5.6.3 Upon completion of the Work, the City shall notify WSDOT for final inspection and acceptance.
- 5.7 The City may request WSDOT perform repair or replacement of the "Welcome to Richland" sign at the City's cost. Reimbursement for any work performed by WSDOT at the City's request will be made through a separate agreement at the time the work is needed.

6. WSDOT OPERATION AND MAINTENANCE

- 6.1 Any maintenance items not identified within the body of this Agreement shall be the responsibility of WSDOT within the Highway Right of Way.
- 6.2 In the operation and maintenance of their respective improvements, WSDOT will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.

7. EMERGENCY MAINTENANCE OR REPAIR

- 7.1 Should a Party determine that any work that is responsibility of the other Party presents an immediate danger to the public or to the real property, facility, or operations, the Party will notify the responsible Party in writing with email being acceptable, and request that the responsible Party immediately address the emergency maintenance or repair problem, within one (1) working day of notification.
- 7.2 In the event that the responsible Party does not or cannot immediately perform the emergency maintenance or repair, the Party providing notice may perform the emergency maintenance or repair at the expense of the responsible Party.
- 7.3 The responsible Party shall be responsible for the actual direct and related indirect costs of the emergency maintenance or repair work. Reimbursement of the cost of the work shall be made in accordance with invoice that shall include proper documentation of all charges and payment procedures set forth below.

8. FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE

- 8.1 WSDOT reserves the right to perform the Work required of the City on those segments of Project that lie within WSDOT owned access to the extent necessary for the safe operation and maintenance of the highway, should the City fail to perform the Work pursuant to this Agreement.
 - 8.1.1 If the City fails to perform the Work required under this Agreement WSDOT will notify the City, in writing with email being acceptable, of the Work that must be completed, and the City shall perform the Work within thirty (30) calendar days. If the City does not perform the identified Work, WSDOT reserves the right to perform the Work in accordance with minimum WSDOT highway standards set forth in this agreement.
 - 8.1.2 In the event WSDOT is required to perform any of the Work required to be performed by the City, the City shall reimburse WSDOT for its actual direct, and related indirect costs, for all Work performed on behalf of the City within thirty (30) days of the date of the invoice from WSDOT (the "Due Date"). In the event the City fails to make payment by the Due Date, the City will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.
 - 8.1.3 If the City objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed

portion, and if necessary utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the City is determined not to owe following settlement between the parties or completion of dispute resolution process.

9. RIGHT OF ENTRY

- 9.1 Each Party hereby grants to the other parties a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.
- 9.2 The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

10. FUTURE IMPROVEMENTS

- 10.1 A Party shall not make any alterations, additions, or improvements to the property that may affect the other Party without first obtaining the other Party's approval, which approval shall not be unreasonably withheld. Alternations and improvements shall be the subject of a subsequent agreement, or amendment which must be executed prior to commencing work.
- 10.2 The cost and expense of any such alteration, addition, or improvement consented to by the other Party, including construction, maintenance and removal, shall be borne by the Party(ies) benefiting from the improvements, in proportion to the benefit received by each Party.
- 10.3 It shall be the responsibility of the Party making the alteration to secure any and all governmental permits required in connection with any such work, and to perform such work in accordance with governing laws and procedures.
- 10.4 In addition, any Party constructing such an improvement shall work with the other Party to minimize any adverse impacts of construction to the other parties.

11. THIRD PARTY DAMAGE

- 11.1 The City shall be responsible for repairing all third-party damage to the at the City's expense.
- 11.2 WSDOT has information concerning third-party damages, it shall provide the information to the City as soon as practicable after receipt of request for records.

12. ADMINISTRATION AND NOTICES

- 12.1 The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for the City: the City of Richland Public Works Director, currently Carlo D'Alessandro, P.E., 625 Swift Blvd., MS – 26, Richland, WA 99352, (509) 942-7500, cdalessandro@ci.richland.wa.us, or their successor.

POC for WSDOT: Area 3 Maintenance Superintendent, currently Larry Wilhelm, 1657 Fowler Street, Richland, WA 99352. (509) 577-1933, larry.wilhelm@wsdot.wa.gov, or their successor.

- 12.2 Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.

- 12.3 The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

13. ASSIGNMENT AND SUBCONTRACT

Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

14. LEGAL RELATIONS

- 14.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.
- 14.2 The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

15. INDEMNIFICATION

- 15.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.
- 15.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 15.3 This indemnification and waiver will survive the termination of this Agreement.

16. DISPUTE RESOLUTION

- 16.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the parties:

16.1.1 The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall

communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

16.1.2 A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

16.1.3 In the event the POCs cannot resolve the dispute or issue, the City, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

16.1.4 In the event the City and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the City and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both parties; however, each Party shall be responsible for its own costs and fees.

17. RECORDS AND AUDIT

All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the City and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

18. GENERAL PROVISIONS

18.1 Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State and local laws, rules, and regulations as they currently exist or as amended.

18.2 Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

18.3 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the parties.

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

18.5 All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of

this Agreement shall be deemed to exist or to bind the parties.

18.6 Venue. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston or Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

18.7 Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18.8 Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

19. COUNTERPARTS AND ELECTRONIC SIGNATURE

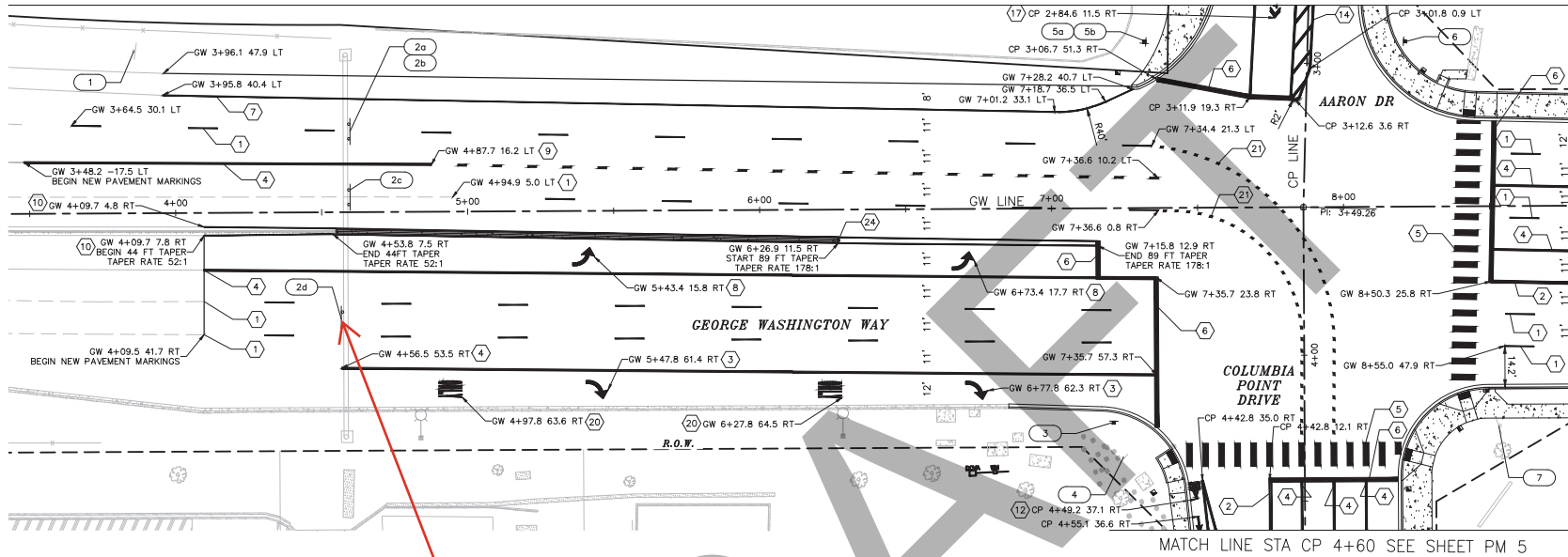
This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties hereto have executed this Agreement.

City of Richland	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form for City of Richland	Approved as to Form for Washington State Department of Transportation
By:	By:
Printed:	Printed: Alex Straub
Title:	Title: Assistant Attorney General
Date:	Date:

Exhibit A

MATCH LINE STA CP 2+80 SEE SHEET PM 4



GENERAL NOTES

1. LINES AND SYMBOLS SHALL BE PLASTIC
2. FOR SIGN NOTE LEGEND (X) SEE SHEET PM 6

STRIPING NOTES:

- 1 4" WHITE LANE LINE PER WSDOT STANDARD PLAN M-20.10-04
- 2 4" DOUBLE YELLOW CENTER LINE (DYCL) PER WSDOT STANDARD PLAN M-20.10-04
- 3 TYPE 2SR TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40-02
- 4 8" WHITE WIDE LANE LINE PER WSDOT STANDARD PLAN M-20.10-04
- 5 CROSSWALK PER WSDOT STANDARD PLAN M-15.10-02
- 6 STOP LINE PER WSDOT STANDARD PLAN M-24.60-04
- 7 4" WHITE EDGE LINE PER WSDOT STANDARD PLAN M-20.10-04
- 8 TYPE 2SL TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40-02
- 9 8" WHITE WIDE DOTTED LANE LINE PER WSDOT STANDARD PLAN M-20.10-04
- 10 4" YELLOW EDGE LINE PER WSDOT STANDARD PLAN M-20.10-04
- 11 TYPE 3SL TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40-02
- 12 INSTALL BICYCLE LANE SYMBOL WITH ARROW PER WSDOT STANDARD PLAN M-9.50-02
- 13 TYPE 3SR TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40-02
- 14 8" YELLOW WIDE EDGE LINE
- 15 WHITE DIAGONAL CROSSHATCH MARKING PER WSDOT STANDARD PLAN M-24.60-04
- 16 YELLOW DIAGONAL CROSSHATCH MARKING PER WSDOT STANDARD PLAN M-24.60-04
- 17 SHARED-LANE MARKING PER DETAIL SHEET PM 8
- 18 8" YELLOW WIDE BROKEN LANE LINE WITH 1" STRIPE, 3" GAP
- 19 YELLOW TWO-WAY LEFT-TURN CENTERLINE PER WSDOT STANDARD PLAN M-20.10-04
- 20 "ONLY" TRAFFIC LETTERS PER WSDOT STANDARD PLANS M-80.10-01 AND M-80.30-00
- 21 8" WHITE WIDE BROKEN LANE LINE WITH 1" STRIPE, 3" GAP
- 22 NOT USED
- 23 ROUTE SHIELD PAVEMENT MARKING PER DETAIL SHEET PM 8
- 24 YELLOW FLEXIBLE GUIDE POST TYPE YV PER WSDOT STANDARD PLAN M-40.10-04
- 25 CANTILEVER SIGN STRUCTURE PER DETAIL SHEET PM 8

MATCH LINE STA GW 8+80 SEE SHEET PM 2

MATCH LINE STA CP 4+60 SEE SHEET PM 5

SIGN 2b



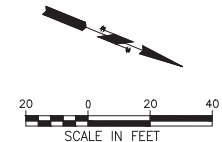
9.0" Radius, 1.5" Border, White on Green;
"Pasco", E Mod 2K; "Yakima", E Mod 2K; Down Arrow B - 16.5" 270°;
Interstate 182 MI-I; Down Arrow B - 16.5" 270°
12.0" Radius, 2.0" Border, Black on Yellow;
"EXIT ONLY", E Mod 2K

SIGN 2d



6.00" Radius, 1.50" Border, White on Green;
"WELCOME TO", D 2K; "Richland", E Mod 2K;

New Sign
Street View Not to Scale



NO.	DATE	BY	APPR.	REVISIONS	FEDERAL AID PROJECT NUMBER	DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	DATE	CITY OF RICHLAND	S. GEORGE WASHINGTON WAY INTERSECTION IMPROVEMENTS	PAVEMENT MARKING AND SIGNAGE PLAN	DRAWING NUMBER
					STP(UL)-9903(023)	K. SCHUNZEL	K. SCHUNZEL	M. RANDALL	M. RANDALL	AUG 2024	LOCHNER			PM 1
														SHT 41 OF 71



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-88, Authorizing Amendment No. I to the Revocable Right-of-Way License Agreement with the Bonneville Power Administration

Department/Office
Public Works

Ordinance/Resolution Number:
2025-88

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-88, authorizing the City Manager to sign and execute Amendment No. I to the Revocable Right-of-Way License Agreement with the United States of America on behalf of the Bonneville Power Administration.

Summary:

On November 5, 2024, Richland City Council adopted Resolution No. 2024-143, authorizing a Revocable Right-of-Way License Agreement with the United States of America on behalf of the Bonneville Power Administration (BPA) (see Richland Contract No. 481-24). The agreement authorizes BPA to occupy certain portions of the airspace of Stevens Drive and Woodbury Street right-of-way for power line street crossing and power line blow-out in cases of high winds.

Due to changes in the design of its power line transmission upgrade project, BPA has asked to amend the agreement to expand the premises by adding a crossing within the Thayer Drive right-of-way. All other terms of the agreement remain unchanged and in full force and effect.

Expanding the premises does not have a negative impact on the City's use of the street right-of-way, and the City's best interests are served by amending the agreement with BPA to enable improvements to infrastructure that benefit the City's power supply.

Staff recommends adoption of Resolution No. 2025-88.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2025-88
2. Amendment I to Revocable ROW License Agreement with Bonneville Power Administration

RESOLUTION NO. 2025-88

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AMENDMENT NO. 1 TO THE REVOCABLE RIGHT-
OF-WAY LICENSE AGREEMENT WITH THE BONNEVILLE
POWER ADMINISTRATION.**

WHEREAS, on November 5, 2024, Richland City Council adopted Resolution No. 2024-143, authorizing a Revocable Right-of-Way License Agreement with the Bonneville Power Administration (BPA) (*see* Richland Contract No. 481-24; the “Agreement”); and

WHEREAS, the Agreement authorizes BPA to occupy certain portions of the air space of the Stevens Drive and Woodbury Street right-of-way for a power line street crossing and power line blow-out in cases of high winds; and

WHEREAS, BPA desires to amend the location of the right-of-way use due to changes in the design of BPA’s power line transmission upgrade project; and

WHEREAS, public use of the City’s facilities are not comprised or limited in any way by amending the Agreement as requested; and

WHEREAS, all other terms of the Agreement remain in effect; and

WHEREAS, the City’s best interests are served by amending the Agreement with BPA to enable improvements to infrastructure that benefit the City’s power supply.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Amendment No. 1 to the Revocable Right-of-Way License Agreement with the Bonneville Power Administration.

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 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**FIRST AMENDMENT TO THE REVOCABLE RIGHT-
OF-WAY LICENSE AGREEMENT**

Stevens Drive Substation and Environs

THIS FIRST AMENDMENT to the Revocable Right-of-Way License Agreement (the “Original Agreement”) is made and entered into on this ____ day of _____, 2025 (the “Effective Date”) by and between the **CITY OF RICHLAND**, a Washington municipal corporation (“City”), and the **UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY**, acting by and through the **BONNEVILLE POWER ADMINISTRATION** (“Licensee”).

I. RECITALS

WHEREAS, on November 20, 2024, the City and Licensee entered into a Revocable Right-of-Way License Agreement with respect to utilizing airspace within the City’s public right-of-way for street crossings and power line blow-out (*see* Richland Contract No. 481-24); and

WHEREAS, Licensee wishes to increase the size of the Premises by adding an additional portion of the public right-of-way to Exhibit A; and

WHEREAS, public use of the City’s facilities are not comprised or limited in any way by amending the Agreement as requested.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, it is agreed by and between the City and Licensee that the Original Agreement is hereby amended as follows:

II. AGREEMENT

1. Section 1. Grant of Revocable License is modified to replace **Exhibit A** to the Original Agreement with the updated **Exhibit A** attached hereto. By this reference, the attached **Exhibit A** is incorporated into the Original Agreement as if fully set forth therein.
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.
5. Each person executing this Amendment 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 Amendment 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 Amendment and to undertake the actions contemplated herein, and that this Amendment is enforceable in accordance with its terms.

IN WITNESS WHEREOF, and with intent to be legally bound, the Parties hereto have set their signatures as of the date first written above.

CITY OF RICHLAND

BONNEVILLE POWER
ADMINISTRATION

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

By:
Its:

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Jon Amundson, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Revocable Right-of-Way License Agreement**, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2025.

Notary Public
Residing at: _____
My commission expires _____

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that __ representing the Bonneville Power Administration, known to me to be the same person whose name is subscribed to the foregoing **Revocable Right-of-Way License Agreement**, appeared before me this day in person and acknowledged that, pursuant to his/her authority, s/he signed the said Agreement as his/her free and voluntary act on behalf of the Bonneville Power Administration for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2025.

Notary Public
Residing at: _____
My commission expires _____

EXHIBIT A
PREMISES SUBJECT TO REVOCABLE RIGHT-OF-WAY LICENSE

Thayer Crossing
Stevens Drive Crossing
Woodbury Crossing

Draft

B-R-12-X-B

The Bonneville Power Administration (BPA) Benton-Richland Transmission line, crossing over a City of Richland road (Thayer Drive), at BPA survey station 156+20.1, located in the SW1/4NE1/4 and the SE1/4NE1/4 of Section 3, Township 9 North, Range 28 East, of the Willamette Meridian, Benton County, Washington, as shown on BPA Form 1041A for B-R-12-X-B, dated April 22, 2025, attached hereto, and made a part hereof.

Draft

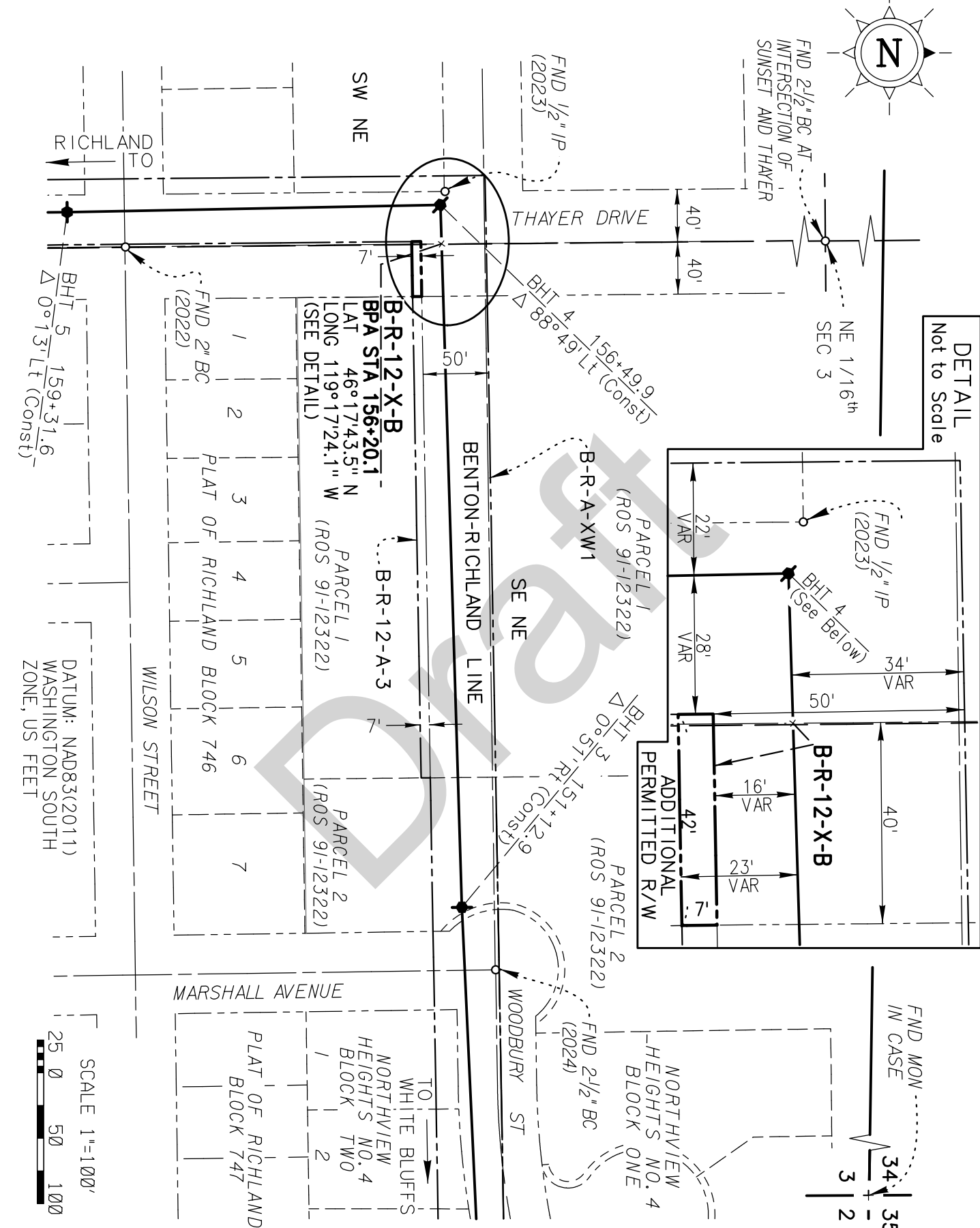
81512B & 357447-1
(REFERENCE DRAWING)

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

B-R-12-X-B

NAME OF BPA LINE BENTON-RICHLAND						VOLTAGE 115KV	R/W WIDTH 50'
SUBDIVISION SW/4NE/4 & SE/4NE/4	SEC(S) 3	TOWNSHIP 9N	RANGE 28E	MERIDIAN WM	COUNTY BENTON	STATE WASHINGTON	DATE 4-22-2025

CROSSING DESCRIPTION: CENTERLINE OF CITY OF RICHLAND ROAD (THAYER DRIVE)



NOTE: 40 FT± AT MAX OPERATING TEMPERATURE 0-0-212°F (100°C) SURVEYOR IN CHARGE JIM BRIGGS

BPA STATION	FOREIGN STATION	MINIMUM CLEARANCE / BPA	OVER UNDER	BPA STATION	FOREIGN STATION	MINIMUM CLEARANCE / BPA	OVER UNDER	
156+20.1		SEE NOTE / CITY RD				/		
		/				/		
TYPE OF CONDUCTOR ACSR TW TOUTLE				MWT 7900 LBS PER PHASE 1/2" ICE & 8PSF WIND 0°F				
ONE (1) CONDUCTOR/PHASE 3 PHASES/CIRCUIT		NO. OF CIRCUITS 2	☐ DC	3 PHASE 60 CYCLES ☒ AC PER SECOND		STRUCTURES W/LINE GUYS NONE		
TMD5 FILE NAME: B-R-12-X-B.DGN						DESIGN BMcD/ALJ	DRAWN BY SLH	CHECKED BY GLH

Stevens Drive Crossing

B-R-12-X-A

The Bonneville Power Administration (BPA) Benton-Richland Transmission line, crossing over a City of Richland road (Stevens Drive), at BPA survey station 132+90.9, located in the SW1/4NW1/4 of Section 2 and the SE1/4NE1/4 of Section 3, Township 9 North, Range 28 East, of the Willamette Meridian, Benton County, Washington, as shown on BPA Form 1041A for B-R-12-X-A, dated April 10, 2024, attached hereto, and made a part hereof.

Draft

Stevens Drive Crossing

81512B

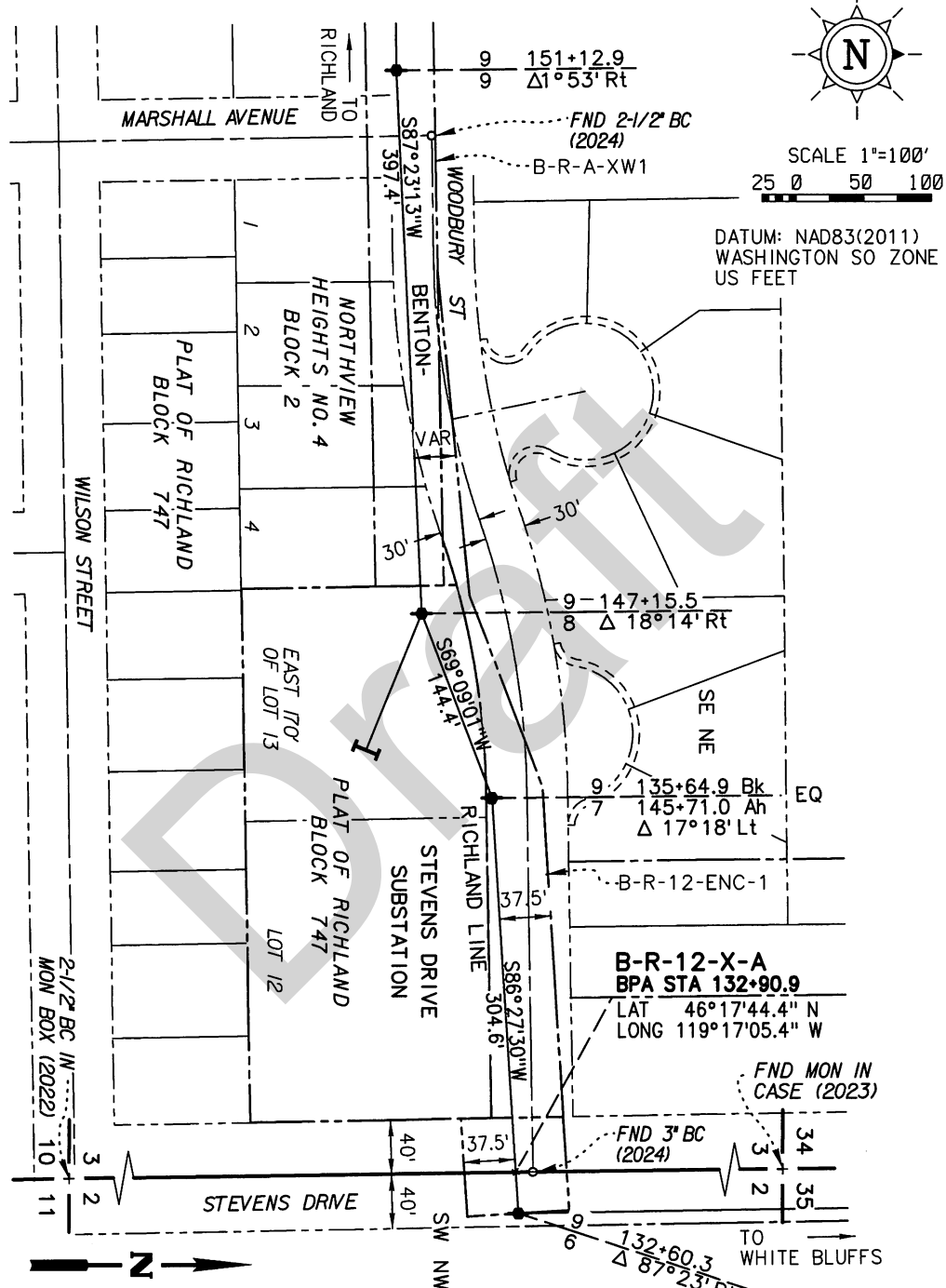
(REFERENCE DRAWING)

U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE CROSSING DATA

B-R-12-X-A

NAME OF BPA LINE BENTON-RICHLAND						VOLTAGE 115KV	R/W WIDTH 75'
SUBDIVISION SW/4NW/4, SE/4NE/4	SEC(S) 2, 3	TOWNSHIP 9N	RANGE 28E	MERIDIAN WM	COUNTY BENTON	STATE WASHINGTON	DATE 4-10-2024

CROSSING DESCRIPTION: CENTERLINE OF CITY OF RICHLAND ROAD (STEVENS DRIVE)



NOTE: 35.5 FT @ MAX OPERATING
TEMPERATURE 0-0-212°F (100°C)

SURVEYOR IN CHARGE JIM BRIGGS

BPA STATION	FOREIGN STATION	MINIMUM CLEARANCE / BPA OVER UNDER	BPA STATION	FOREIGN STATION	MINIMUM CLEARANCE / BPA OVER UNDER
132+90.9		SEE NOTE / CITY RD			/
TYPE OF CONDUCTOR ACSR TW TOUTLE			MWT 2400LBS PER PHASE 1/2" ICE & 8PSF WIND ØF		
ONE (1) CONDUCTOR/PHASE 3 PHASES/CIRCUIT		NO. OF CIRCUITS 2	3 PHASE 60 CYCLES X AC PER SECOND		STRUCTURES W/LINE GUYS NONE
TMD5 FILE NAME: B-R-12-X-A.DGN				DESIGN BMcd/	DRAWN BY SLH CHECKED BY GLH

Rev Aug 2009 BPA 1041A

Woodbury Crossing

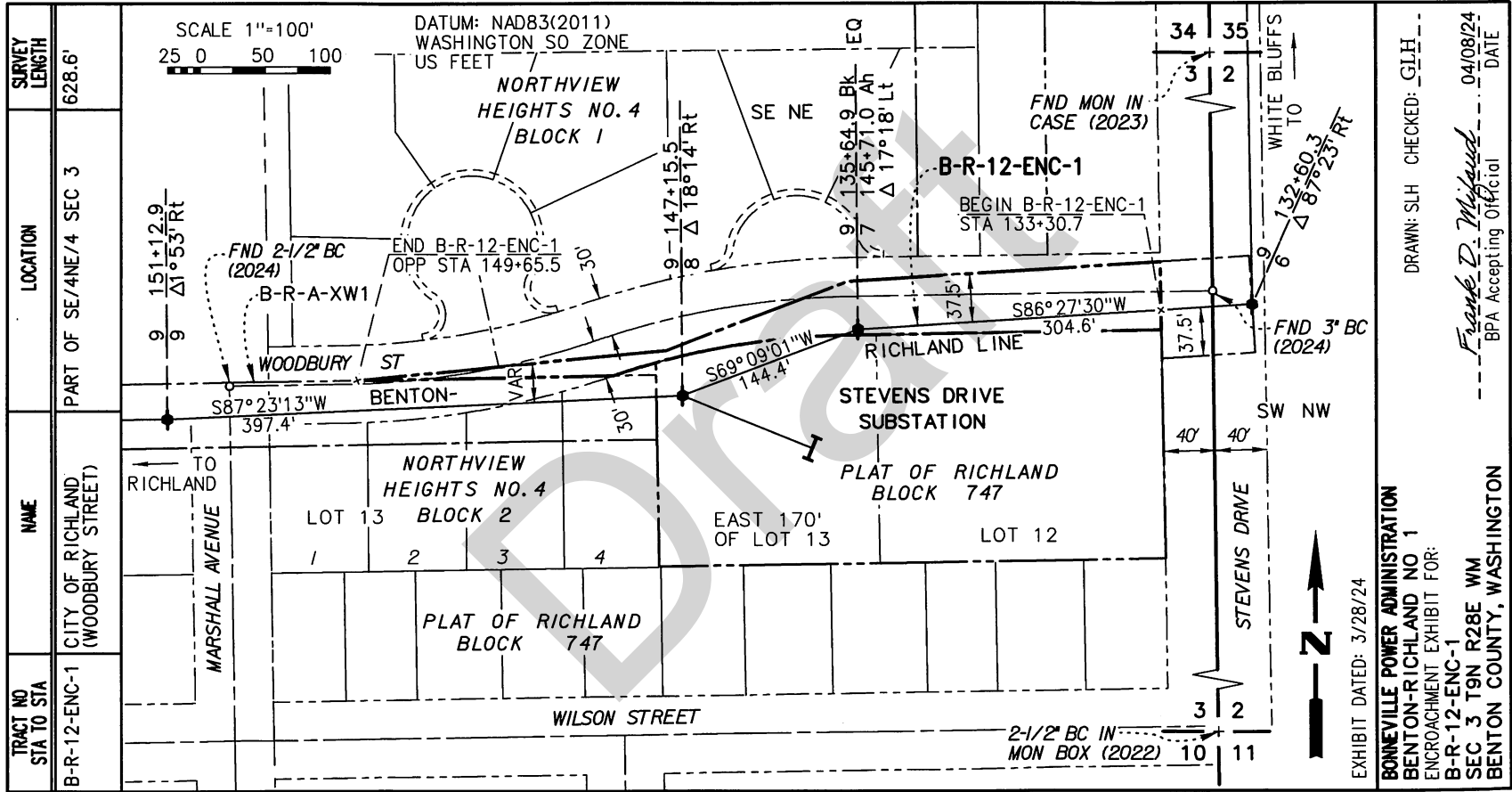
B-R-12-ENC-1

An overhead electrical transmission line and right-of-way for the Bonneville Power Administration (BPA) Benton-Richland Transmission line, where it encroaches into that portion of Woodbury Street right-of-way that is under the jurisdiction of the City of Richland, between BPA survey station 133+30.7, at the point of intersection with the westerly right-of-way of Stevens Drive, and BPA opposite survey station 149+65.5, in a portion of the SE1/4NE1/4 of Section 3, Township 9 North, Range 28 East, of the Willamette Meridian, Benton County, Washington, as shown on BPA Encroachment Exhibit for B-R-12-ENC-1, dated March 28, 2024, attached hereto, and made a part hereof.

Prepared By: SLHoffman 3/29/2024

Checked By: GLHarbeson 4/4/2024

Woodbury Crossing





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-89, Authorizing a Consultant Agreement with Parametrix, Inc. for the 2025 Landfill Environmental Monitoring Services

Department/Office
Public Works

Ordinance/Resolution Number:
2025-89

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-89, authorizing the City Manager to sign and execute a consultant agreement with Parametrix, Inc. for environmental monitoring services at the Horn Rapids Landfill for calendar year 2025.

Summary:

Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill (the "Landfill"). To meet these regulatory obligations, the City utilizes environmental engineering consulting services and analytical laboratory services. In 2017, the City of Richland and the Washington State Department of Ecology ("Ecology") entered into Agreed Order No. DE13717 (the "Agreed Order") to define an expanded scope of environmental monitoring for the Landfill.

Over ten years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant through a competitive solicitation process in compliance with the City's purchasing policies. Parametrix, Inc. has completed several groundwater monitoring reports for the Landfill, and has participated in consultant meetings with Ecology and the Benton-Franklin Health District to negotiate the terms of the Agreed Order and required Work Plan. Parametrix, Inc.'s extensive experience supporting the City's complex environmental issues at the Landfill has resulted in operational efficiencies that would be difficult to replicate with another consultant. In 2019, the City Manager waived the competitive procurement process for these services in accordance with RMC 3.04.060.

Since 2011, the City has operated a landfill gas collection and disposal system at the Landfill that requires regular monitoring and operational tuning. Parametrix, Inc. has performed, and is well-suited to continue performing, analysis of the system and to advise staff on necessary adjustments. Parametrix, Inc.'s consultation on the landfill gas system is performed by staff with similar expertise to the landfill environmental monitoring work. Thus, the competitive procurement process waiver also applies to this scope of work. The Solid Waste Utility Fund has sufficient budget capacity to support continued contracting with Parametrix, Inc. for environmental monitoring, sampling, landfill gas collection support, and reporting services.

Staff recommends adoption of Resolution No. 2025-89.

Fiscal Impact:

The Solid Waste Utility allocates funding for environmental monitoring services within its annual operating budget. The 2025 Budget includes sufficient capacity to support this service contract, with total costs not to exceed \$216,079.82.

Attachments:

1. Resolution No. 2025-89
2. Proposed Consultant Agreement with Parametrix, Inc. for Engineering and Environmental Monitoring Services

RESOLUTION NO. 2025-89

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH
PARAMETRIX, INC. FOR 2025 LANDFILL ENVIRONMENTAL
MONITORING SERVICES.**

WHEREAS, Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill (the "Landfill"); and

WHEREAS, the City utilizes environmental engineering consulting services and consulting analytical laboratory services to achieve compliance with its regulatory obligations; and

WHEREAS, in 2017, the City of Richland and Washington State Department of Ecology ("Ecology") entered into Agreed Order No. DE13717 (the "Agreed Order") to define an expanded scope of environmental monitoring for the Landfill; and

WHEREAS, more than ten (10) years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant through a competitive solicitation process complying with the City's purchasing policies; and

WHEREAS, Parametrix, Inc. has completed many groundwater monitoring reports for the Landfill, and participated in consultant meetings with Ecology and the Benton-Franklin Health District to negotiate the terms of the Agreed Order and required Work Plan; and

WHEREAS, Parametrix, Inc.'s long experience supporting the City's complex environmental issues at the Landfill provides the City with unique efficiencies not easily replicated by another consultant; and

WHEREAS, in 2019, the City Manager waived the competitive procurement process for these services in accordance with RMC 3.04.060; and

WHEREAS, since 2011, the City has operated a landfill gas collection and disposal system at the Landfill that requires regular monitoring and operational tuning; and

WHEREAS, Parametrix, Inc. has performed, and is well-suited to perform, analysis of the landfill gas collection system, and to advise staff of required tuning adjustments; and

WHEREAS, Parametrix, Inc.'s consultation on the landfill gas system is performed by staff with similar expertise to the landfill environmental monitoring work, thus the competitive procurement process waiver also applies to this work; and

WHEREAS, the Solid Waste Utility Fund has budget capacity sufficient to fund contracting with Parametrix, Inc. to provide the annual environmental monitoring, sampling, landfill gas collection support, and reporting services; and

WHEREAS, the City's best interests are served by authorizing a consultant agreement with Parametrix, 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 consultant agreement with Parametrix, Inc. in an amount not to exceed \$216,079.82 for environmental monitoring, sampling, landfill gas collection system support, and reporting services for the Horn Rapids Landfill for calendar year 2025.

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 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****2025 Engineering and Environmental Monitoring Services**

This Agreement is entered into this _____ day of June, 2026 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Parametrix, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 719 2nd Ave., Ste. 200, Seattle, WA 98104. **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.
 4. ☐ Exhibit B: Solicitation No. _ proposal response submitted by Consultant dated .
 5. ☒ Additional Documents – 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 April 30, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 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 Sixteen Thousand Seventy-Nine Dollars and Eighty-Two Cents (\$216,079.82)**, 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: Jenifer Young
Name of Firm: Parametrix, Inc.
Address: 719 2nd Ave., Ste. 200
Address: Seattle, WA 98104
Email: jyoung@parametrix.com
Phone Number: (206) 394-3700

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

Scope of Work

CITY OF RICHLAND HORN RAPIDS LANDFILL 2025 ENGINEERING AND ENVIRONMENTAL MONITORING SERVICES

Parametrix has developed this scope of work for engineering services, conducting environmental monitoring, and preparing environmental monitoring reports for 2025, as requested by the City of Richland Public Works Department (City). Environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*. The work will be conducted beginning January 1, 2025 and will be completed by December 31, 2025, with the exception of the 2025 Annual Groundwater Report (Task 3) which is due April 1, 2026 to the Department of Ecology, the annual greenhouse gas reports to the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and Washington Emission Inventory Reporting System (WEIRS) which are due by March 31, 2026, and the Semi-Annual Title V AOP Report which is due by February 15, 2026.

Task 01 - Quarterly Groundwater, Leachate Pond, and Lysimeter Sampling

Objective:

Provide personnel to conduct four quarterly groundwater sampling events during 2025 (March, June, September, December) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072). Approach:

2025 monitoring includes collecting groundwater samples quarterly, leachate pond samples annually, and lysimeter samples annually (if leachate is present). The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. One new Grundfos Redi-flo 2 dedicated submersible pump has been budgeted and may be purchased and installed in the event that one of the existing groundwater pumps fails, and, if so, an evaluation will be performed on the existing pump to determine whether it should be refurbished as a backup.

Deliverables:

Parametrix will provide the following deliverables:

- Field data sheets for each well documenting field measurements.
- Samples provided to the laboratory for analysis.
- Redevelopment of one monitoring well (MW-11).

Assumptions:

- Each quarterly field event will be conducted during two field days. Parametrix hydrogeology staff will conduct the sampling events. Sampling and analysis will be conducted in accordance with the Quality Assurance Project Plan. Each sampling event will include 10 hours of travel including transport of samples to the laboratory, and up to three overnight stays.
- Samples will be collected quarterly at eleven groundwater wells. One field duplicate will be collected each quarter. Samples will be analyzed for WAC 173-351 Appendix I and II parameters and RSK parameters (methane, ethane, and ethene).

- Samples of leachate from one lysimeter will be collected (if present) during the third quarter and analyzed for WAC 173-351 Appendix I and II parameters, if adequate volume is available. The City will provide personnel trained for groundwater sampling and confined lysimeter vault entry to check the ports and assist in sample collection.
- The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. Parametrix will design and construct site-specific sampling devices to conduct the water level monitoring.
- One leachate sample will be collected from the leachate pond during the first quarter and will be analyzed for WAC 173-351 Appendix I and II parameters.
- Samples will be analyzed in the field for pH, specific conductivity, temperature, DO, and ORP using a portable meter.
- Samples will be transported by hand to an analytical laboratory identified by the City (currently Analytical Resources, Inc. in Tukwila, Washington)
- Nitrate samples will be transported to Energy Northwest in Richland, Washington for testing due to their short 48-hour holding time.
- The analytical laboratories will be under direct contract to the City.
- Estimated costs include a budget for miscellaneous parts for maintenance in the field of the Grundfos electrical submersible dedicated pumps. In the event that maintenance cannot be conducted in the field, we have included costs for maintenance of one of the pumps at the repair shop (\$500), and as a contingency, the purchase of one new Grundfos electrical submersible dedicated pump (\$3,000 each) if an existing pump is found not to be serviceable.

Task 02 - Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2025 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second, and Third quarters in the general format previously used by Parametrix during 2024. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2025 (three copies and PDF via Parametrix ftp site). The final reports will be submitted within 60 days after receipt of the quarterly analytical data. The data will be submitted to Ecology's EIM database within 60 days after receipt of the quarterly analytical data following submittal of the final quarterly report.

Assumptions:

- Data will be prepared for eleven groundwater samples, one field duplicate groundwater sample, one lysimeter leachate sample, and one leachate pond sample (WAC 173-351 Appendix I and II parameters).
- The quarterly reports will include the landfill gas probe monitoring data collected by the City as described in Task 04.
- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with authorization to use the Sanitas® groundwater program used to conduct statistical analyses, and the City will pay the annual license fee directly to Sanitas.
- One hard copy of each final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 03 – Annual Environmental Monitoring Report**Objective:**

Prepare annual report documenting the results of the four quarterly 2025 groundwater and gas probe monitoring events and the annual lysimeter leachate and leachate pond sampling events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351* WAC (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare an annual report summarizing the data collected during 2025, in the general format previously used during 2024. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's EIM database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Annual Report for 2025 (three copies and PDF via Parametrix ftp site). The final report will be submitted by April 1, 2026. The data will be submitted to the Ecology's EIM database by April 1, 2026.

Assumptions:

- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.
- One hard copy of the final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 04 –Landfill Operations and Landfill Gas Support

Objective:

Provide continuing landfill engineering and operations support services for calendar year 2025. Pine Creek has assumed operation of the gas extraction system and flare full time in 2024, and the City continues to conduct perimeter landfill gas probe monitoring and will begin surface emission monitoring in 2025 per WAC 173-408.

Approach:

This task will include the following activities:

- Coordinate with Pine Creek regarding operation of gas-to-energy system. This work is assumed to require 4 hours/month. Additional time and travel expenses are included for two field visits (8 hours).
- Review and tabulate quarterly landfill gas probe data provided by the City.
- Chapter 173-408 WAC became effective in January 2025. This regulation enacted more stringent surface emission monitoring requirements including average concentration calculations in 50,000 square foot grids across the landfill boundary. The City will be self-performing the surface emission monitoring. Parametrix provided guidance to City staff as well as a monitoring path in compliance with the 25-foot spacing requirements of Chapter 173-408 WAC in 2024. In 2025 Parametrix will prepare and maintain a surface emission map to document instantaneous gas measurements and average concentration in each 50,000 square foot grid based upon data provided by the City.
- Parametrix will prepare the Annual Greenhouse Gas (GHG) Reporting documents submitted through the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and Washington Emission Inventory Reporting System (WEIRS). These reports are due by March 31, 2026.
- Third-party verification of the 2024 WEIRS reporting is required per the Washington State Department of Ecology Cap and Invest Third Party Emissions. SCS Engineers, as a subconsultant to Parametrix, will perform the third-party verification for the reporting for calendar year 2024 through WEIRS as per the attached scope provided by SCS. This work is assumed to require 24 hours.
- Prepare the 2025 semi-annual report for operations for July 1 through December 31, 2025 in accordance with the Horn Rapids Title V Air Operating Permit (AOP). This is due to Ecology by February 15, 2026. This will include the development of new forms to satisfy reporting criteria contained in the AOP as well as coordination with City staff regarding operational requirements to satisfy permit conditions contained in the AOP.
- In 2024 Parametrix provided the Landfill Flare Improvements plans and specifications for the installation of a thermocouple on the existing flare stack and new flare telemetry panel to record flow to the flare and the presence of flame in order to comply with 40 Code of Federal Regulations (CFR) Subpart XXX Section 60.766(c) in preparation for the future Title V AOP. The City is anticipating installation of this equipment in 2025 via their small works roster. Parametrix will provide construction support including submittal reviews, setup of flare telemetry portal, and on-site assistance as necessary. Installation is anticipated to require 1 week after delivery of equipment to the site. Provide additional engineering and operations support as requested by the City up to the available budget.
- Update the 2012 Landfill Gas Collection System Operation and Maintenance Manual.
- Address Ecology and Health Department comments and finalize the draft Operations Plan (July 2023).

- Provide up to ten solid waste clearance determinations following the City-approved decision process and generator-prepared forms. Solid waste clearance determinations will be provided to the City and BFHD for concurrence or opportunity to advise.
- Update the tracking spreadsheet for the long-term documentation of waste generators, waste characterization information received, acceptance decision, and any special handling needs.

Deliverables:

This task will include the following deliverables:

- 2025 semi-annual Title V Report for July 1 through December 31, 2025 (four copies and PDF via email) for the Horn Rapids Landfill gas system.
- Prepare and maintain a surface emission map to document instantaneous gas measurements and average concentration
- Annual Greenhouse Gas (GHG) Reporting documents submitted through the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and Washington Emission Inventory Reporting System (WEIRS).
- A third-party verification statement, provided by SCS Engineers, for the GHG Report submitted to WEIRS..
- Contract documents for flare improvements and bid and construction support documentation. This will include one draft and one final bid document package.
- Solid waste clearance determinations for up to ten special waste disposal requests.
- Updates to tracking spreadsheet (MS Excel Workbook).
- Final Operations Plan.
- Draft and Final updated Landfill Gas Collection System Operation and Maintenance Manual.

Assumptions:

- Pine Creek will provide monitoring of the flare facility on a weekly basis and the entire active landfill gas system on a monthly basis.
- The City will provide monitoring data for the gas probes and surface emission monitoring quarterly.
- The monitoring and recording task effort includes time for one site visit by a senior electrical engineer during design as well as two 8-hour days on-site during construction for a systems integrator to integrate the new monitoring and recording infrastructure. It is assumed that the installation of monitoring and recording equipment will be performed by an electrical contractor selected through a small works roster.
- The approved Horn Rapids Title V Air Operating Permit will be issued by BCAA within the 2025 calendar year.
- Waste clearance determinations are estimated to take 2 hours of staff time to review and ½-hour of quality control review time. The deliverable to the City and BFHD will be reviewed forms from the waste generators with a solid waste clearance determination. Further coordination with the waste generator and BFHD may require additional time.
- Parametrix accepts no liability regarding the acceptance of waste at the landfill and our role is limited to technical assistance in the process. This assistance is based solely on an objective application of solid and dangerous waste regulations to determine acceptability of waste.

Task 05: Air Operating Permit Review

Objective:

The draft Title V Operating Permit (Air Operating Permit [AOP]) for the Horn Rapids Landfill facility addressing criteria listed in the Air Operating Permit Regulation (173-401 WAC) criteria listed in 173-401-500(4) and (7) was issued on December 14, 2022, by the Benton Clean Air Agency (BCAA). Parametrix has prepared a response to the draft AOP. Submission of comments is anticipated to occur in Q2 2025 following the installation of the flare telemetry improvements outlined in Task 4 of this scope. Parametrix will assist the City in reviewing and responding to further permit comments before issuance and evaluating compliance requirements.

Approach:

- Review draft permit and provide responses to BCAA comments.
- Correspond with BCAA and attend permit review meeting if requested by BCAA.

Deliverables:

- One (1) draft and one (1) final permit revision based upon comments from BCAA.
- Responses to BCAA comments and draft permit in written format.

Assumptions:

- A maximum of two rounds of comments and responses with BCAA will be required to complete issuance of the permit.
- Permit review meeting if requested would occur virtually.

Subconsultants	
SCS (Third Party GHG Verification)	\$7,700.00
Subconsultant Total	\$7,700.00
Other Direct Expenses	
Mileage	\$3,700.00
Meals	\$1,800.00
Lodging	\$2,080.00
Other Direct Expenses	\$5,000.00
Other Direct Expenses Total:	\$12,580.00

Project Total	\$216,079.82
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2025-17, Amending the 2025 Budget to Include the 2024 Budget Carryovers (First Reading)

Department/Office
Finance

Ordinance/Resolution Number:
2025-17

Document Type:
Ordinance

Recommended Motion:

Give first reading to Ordinance No. 2025-17, amending the 2025 Budget to approve the identified carryovers and new revenues, and authorize staff to make the necessary budget adjustments to appropriate \$77,138,289 into the 2025 Budget as provided therein.

Summary:

All appropriations in any current operating fund lapse at the end of each fiscal year; however, there are grants, projects and encumbered expenditures that cross between fiscal years. Therefore, it is necessary to carry over unexpended appropriations from the prior fiscal year to the current fiscal year for the following: 1) goods and services which had not yet been received by the end of 2024, but were encumbered and committed during that year; 2) uncompleted improvements in progress, including capital improvement and business license reserve projects; and 3) grant-related expenditures at the end of the year. RCW 35.33.151 expressly allows for this action.

In addition, RCW 35.33.091 requires the City to "declare an emergency" and hold a public hearing when amending the budget through appropriation of fund balance to pay for additional expenditures. A public hearing will be held on June 3, 2025, in compliance with state law, and Ordinance No. 2025-17 contains the statutorily required "emergency" language.

Ordinance No. 2025-17 amends the 2025 Budget to increase appropriations in the funds listed in the ordinance for the proposed carryovers. The proposed 2024 Budget carryover total of \$77,138,289 includes previously approved capital improvement projects (CIP), grant-funded programs, and encumbered goods and services not yet received at year-end. All items included in the carryover ordinance were previously budgeted in the prior year.

The sources of funds for the 2024 Budget carryovers include unrealized grants, loans, and contributions/transfers of \$17,574,613 and fund balances of \$59,563,677.

Staff recommends approval of Ordinance No. 2025-17 for first reading.

Fiscal Impact:

The total increase in appropriations to the 2025 Budget is \$77,138,289. This includes carryover of \$66,891,318 in approved CIP projects, \$5,728,660 in other grant-funded programs, and \$4,518,311 in encumbered goods and services.

Attachments:

1. Ordinance No. 2025-17
2. 2024 Appropriation Carryovers

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2025 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE CARRYOVER OF PRIOR YEAR BUDGET TO COMPLETE CERTAIN UNCOMPLETED CAPITAL PROJECTS AND ENCUMBERED PURCHASES OF GOODS AND SERVICES AND CERTAIN REVENUES NOT PREVIOUSLY APPROPRIATED AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN VARIOUS CITY FUNDS.

WHEREAS, it is necessary to carry over unexpended appropriations from the prior fiscal year to the current fiscal year for goods and services which had not yet been received by the end of the year, but were encumbered and committed in the prior year; and for uncompleted improvements in progress, including capital improvement and business license reserve projects, and grant-related expenditures at the end of the year; and

WHEREAS, RCW 35.33.151 provides for carryover of appropriations to the following year for payment of uncompleted programs and improvements in progress or on orders subsequently filled or claims subsequently billed for goods or services not completed by the end of the fiscal year; and

WHEREAS, this funding appropriation enables completion of unfinished capital improvement projects and payment of encumbered goods and services not received by year end; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on June 3, 2025 regarding the increase in appropriations from beginning fund balance and new revenue as listed in Section 3 of this Ordinance.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2025 Budget was approved. The increased appropriations contained within this Ordinance total \$77,138,289 of which \$77,138,289 was previously appropriated in the prior fiscal year's final budget. These appropriations are necessary for completion of approved projects and purchases and are identified by fund in Section 3 of this ordinance.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the City's funds described in Section 3 of this Ordinance.

Section 3. Amendment of the 2024 Budget. The 2024 Budget is hereby amended to provide for additional appropriations. The sources of funds contained in this Ordinance included unrealized grants, loans and contributions in the amount of \$17,574,613, and fund balance in the amount of \$59,563,677. These balances are identified for each fund in the following table:

CHANGES IN 2025 APPROPRIATION FROM 2024 CARRYOVERS							
FUND #	FUND NAME	SOURCES OF FUNDS			USES OF FUNDS		
		CARRYOVER REVENUE	CARRYOVER APPROPRIATED FUND BALANCE	TOTAL INCREASE IN SOURCES OF FUNDS	CURRENT APPROVED APPROPRIATIONS	CHANGE IN APPROPRIATIONS	TOTAL AMENDED APPROPRIATIONS
001	General	\$ -	\$ 765,444	\$ 765,444	\$ 83,452,701	\$ 765,444	\$ 84,218,145
101	Streets	-	82,522	82,522	5,031,424	82,522	5,113,946
112	Industrial Development	-	7,529,046	7,529,046	6,569,575	7,529,046	14,098,621
117	Public Safety Sales Tax	-	1,432	1,432	4,673,929	1,432	4,675,361
150	Hotel/Motel Tax	-	98,277	98,277	2,073,575	98,277	2,171,852
153	Community Dev. Block Grant	155,570	112,620	268,190	295,000	268,190	563,190
154	HOME	4,169,129	1,202,959	5,372,088	949,394	5,372,088	6,321,482
301	Streets Capital Construction	11,574,915	7,061,627	18,636,542	27,837,821	18,636,542	46,474,363
319	Fire Station Construction	-	762,489	762,489	-	762,489	762,489
380	Park Project Construction	1,675,000	8,765,179	10,440,179	1,970,157	10,440,179	12,410,336
385	General Government Const.	-	1,051,035	1,051,035	-	1,051,035	1,051,035
402	Water Utility	-	17,216,399	17,216,399	26,381,338	17,216,399	43,597,737
403	Wastewater Utility	-	3,708,332	3,708,332	20,262,398	3,708,332	23,970,730
404	Solid Waste Utility	-	5,402,971	5,402,971	27,973,918	5,402,971	33,376,889
405	Storm Water Utility	-	2,610,413	2,610,413	3,243,427	2,610,413	5,853,840
407	Medical Services Utility	-	141,055	141,055	10,215,999	141,055	10,357,054
408	Broadband Utility	-	229	229	713,779	229	714,008
502	Equipment Maintenance	-	18,878	18,878	6,253,519	18,878	6,272,397
503	Equipment Replacement	-	3,009,435	3,009,435	5,554,140	3,009,435	8,563,575
505	Public Works Admin & Eng	-	23,333	23,333	5,562,182	23,333	5,585,515
	Total	\$ 17,574,613	\$ 59,563,677	\$ 77,138,289	\$ 239,014,276	\$ 77,138,289	\$ 316,152,565

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

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

2025 Carryovers - Encumbered, Expanded and Special Programs						
Expenditure Org	Object	Vendor #	Vendor	Description	PO #	Amount
IT188500	3515	32584	W52 Inc	COMMUNICATION EQUIPMENT	22400903	297
F1222000	3515	10371	Motorola Solutions Inc	COMMUNICATION EQUIPMENT	22401066	5,533
L1212350	3182	12167	Sumuri LLC	COMPUTER RELATED SUPPLIES	22401056	11,915
C4153000	3582	10756	Dell Marketing LP	DATA PROCESSING HARDWARE	22401091	2,034
C6161200	4920			SPECIAL EVENTS		2,218
IT188900	4117	12160	Tyler Technologies Inc.	EXPERT SERVICES	22100199	93,932
D2585000	4117	32402	Safebuilt Washington LLC	EXPERT SERVICES	22400214	50,000
IT188900	4117	12003	Shi International Corp	EXPERT SERVICES	22400722	18,570
A1131400	4117	32570	Tripepi, Smith & Assoc.	EXPERT SERVICES	22400858	70,654
A3184000	4117	30005	Interwest Technology Systems Inc.	EXPERT SERVICES	22400909	628
D2586000	4117	32593	IC Consulting Corp	EXPERT SERVICES	22400942	4,624
A1131400	4117	32361	Referent Group LLC	EXPERT SERVICES	22401018	4,850
K1710100	4117	32612	Cooper Zietz Engineers Inc	EXPERT SERVICES	22401021	8,050
D2586000	4117	32140	Maul Foster & Alongi Inc	EXPERT SERVICES	22401026	17,749
IT188900	4117	32622	Remy Corporation	EXPERT SERVICES	22401079	40,100
IT188400	4107	30113	Granicus LLC	OTHER PROFESSIONAL SERVICES	22300201	6,063
IT188400	4107	31377	Paymentus Corp	OTHER PROFESSIONAL SERVICES	22400454	7,500
IT188500	4107	32543	Aquaforest Limited	OTHER PROFESSIONAL SERVICES	22400758	1,505
IT188500	4107	30113	Granicus LLC	OTHER PROFESSIONAL SERVICES	22400899	31,362
M1189000	6417	31788	Three Rivers Window Fashions	OTHER STRUCTURES/IMP > \$25000	22401057	3,628
K3755000	4911	11241	Blue Mountain Fire Protection Inc	OUTSIDE SERVICES PROVIDED	22401086	7,866
C2131000	4112	32615	GMP Consultants	RECRUITMENT SERVICES	22401078	11,667
IT188500	3518	30188	Dimensional Communications Inc	REPLACEMENT SERVERS	22401072	29,034
L1212000	3501	12002	Axon Enterprise Inc	SMALL TOOLS AND EQUIPMENT	22100885	33,599
F1222000	3501	31191	Cascade Fire Equipment Co	SMALL TOOLS AND EQUIPMENT	22300547	557
F1222000	3501	10942	Municipal Emergency Services Inc	SMALL TOOLS AND EQUIPMENT	22400974	1,333
F1222000	3501	10371	Motorola Solutions Inc	SMALL TOOLS AND EQUIPMENT	22401065	27,878
IT188900	3583	11013	N Harris Computer Corp.	SOFTWARE-LICENSING & UPGRADES	22300347	144,532
K8188700	3583	32534	Today's Business Solutions	SOFTWARE-LICENSING & UPGRADES	22400728	18,747
L1212200	2201	10298	LN Curtis & Sons	UNIFORM/CLOTHING ALLOWANCE	22401040	3,848
F1222000	2201	10311	Sea Western Inc	UNIFORM/CLOTHING ALLOWANCE	22401073	391
F1222000	2201	10298	LN Curtis & Sons	UNIFORM/CLOTHING ALLOWANCE	22401087	6,529
Total General Fund						667,191
T1429000	4117	10414	Wildlands Inc	EXPERT SERVICES	22300403	5,632
T1426100	4808	10375	Traffic Parts Inc	TRAFFIC CONTROL DEVICES-EQUIPM	22400490	1,463
T1426100	4808	10375	Traffic Parts Inc	TRAFFIC CONTROL DEVICES-EQUIPM	22400806	2,204
T1426100	4808	10375	Traffic Parts Inc	TRAFFIC CONTROL DEVICES-EQUIPM	22400834	2,678
T1188700	3583	32609	Frost Solutions LLC	SOFTWARE-LICENSING & UPGRADES	22401015	32,610
T1471000	4117	10130	Union Pacific Railroad Co	EXPERT SERVICES	22401028	37,935
Total Streets Maintenance Fund						82,522
D5593000	4117	32228	HLA Engineering & Land Surveying	EXPERT SERVICES	22400313	22,489
D5593000	4117	10414	Wildlands Inc	EXPERT SERVICES	22400350	3,423
D5593000	4117	10414	Wildlands Inc	EXPERT SERVICES	22400397	3,173
D4593100	4117	10410	Shannon & Wilson Inc	EXPERT SERVICES	22400400	17,507
Total Industrial Development Fund						46,592
L2212200	2201	30027	First Responder Outfitters Inc.	UNIFORM/CLOTHING ALLOWANCE	22400795	1,115
L2212200	3501	10391	MPH Industries Inc	SMALL TOOLS AND EQUIPMENT	22400825	318
Total Public Safety Sales Tax Fund						1,432
D7587100	4925	10644	Anixter Inc	APPROVED PROJECTS	22300663	3,475
Total Community Deveelopment Block Grant Fund						3,475
W2013400	4117	11012	RH2 ENGINEERING INC	EXPERT SERVICES	22200153	4,975
W4188700	3583	10496	ITRON INC	SOFTWARE-LICENSING & UPGRADES	22400250	59,127
W2013400	4117	11012	RH2 ENGINEERING INC	EXPERT SERVICES	22400260	85,991
W4345000	3138	10275	BADGER METER INC.	REPAIR/MAINTENANCE SUPPLIES	22400855	4,777
W4345000	3138	10275	BADGER METER INC.	REPAIR/MAINTENANCE SUPPLIES	22401062	21,421
Total Water Fund						176,290
S2013500	4117	10406	JUB ENGINEERS INC	EXPERT SERVICES	22200146	67,570
S3358000	3138	11432	BDP INDUSTRIES INC	REPAIR/MAINTENANCE SUPPLIES	22400056	1,522
S3358000	3138	31251	SAVECO NORTH AMERICA INC	REPAIR/MAINTENANCE SUPPLIES	22400818	44,460
Total Wastewater Fund						113,552
G4378200	4117	10862	PARAMETRIX INC	EXPERT SERVICES	22000741	93,451
G2013700	4117	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	EXPERT SERVICES	22300235	3,056
G4378200	4117	10862	PARAMETRIX INC	EXPERT SERVICES	22400418	125,737
G4378200	4117	32466	ANALYTICAL RESOURCES LLC	EXPERT SERVICES	22400426	6,229
G4378200	4911	10098	RAY POLAND & SONS INC	OUTSIDE SERVICES PROVIDED	22400687	4,596
Total Solid Waste Fund						233,068
R2013100	4911	11272	BOYD'S TREE SERVICE LLC	OUTSIDE SERVICES PROVIDED	22300178	823
R2013100	3138	31039	QUIKRETE HOLDINGS INC	REPAIR/MAINTENANCE SUPPLIES	22400611	435
Total Stormwater Fund						1,258
F2227000	4117	32378	KEVIN E HODGES	EXPERT SERVICES	22400421	8,463
F2227000	3515	10371	MOTOROLA SOLUTIONS INC	COMMUNICATION EQUIPMENT	22401066	2,593
F2227000	4107	12430	SYSTEMS DESIGN WEST LLC	OTHER PROFESSIONAL SERVICES	22401098	130,000
Total Medical Services Fund						141,055
N1013200	4802	10744	SENSKE LAWN & TREE CARE INC	REPAIRS AND MAINT-EQUIPMENT	22400215	229
Total Broadband Fund						229

Expenditure Org	Object	Vendor #	Vendor	Description	PO #	Amount
A4486800	3501	32437	FORD MOTOR COMPANY	SMALL TOOLS AND EQUIPMENT	22400796	2,128
A4486800	3411	11838	PACWEST MACHINERY LLC	OTHER SUP & MATERIAL-RESALE	22400821	6,120
A4486800	3411	10440	SOLID WASTE SYSTEMS INC	OTHER SUP & MATERIAL-RESALE	22401092	10,630
				Total Equipment Maintenance Fund		18,878
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22200040	84,405
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22200060	97,512
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22200114	46,321
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22200117	176,041
A5941810	6405	11994	PROFESSIONAL SALES AND SERVICE LC	VEHICLES/VEH EQUIPMENT >\$25000	22200496	338,001
A5941810	6405	11994	PROFESSIONAL SALES AND SERVICE LC	VEHICLES/VEH EQUIPMENT >\$25000	22200497	338,001
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22300140	50,677
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22300141	50,677
A5941810	6405	31191	CASCADE FIRE EQUIPMENT COMPANY	VEHICLES/VEH EQUIPMENT >\$25000	22300547	924
A5941810	6405	30939	DOBBS HEAVY DUTY HOLDINGS LLC	VEHICLES/VEH EQUIPMENT >\$25000	22400153	451,870
A5941810	6405	31747	BRUCKNER TRUCK SALES INC	VEHICLES/VEH EQUIPMENT >\$25000	22400265	429,531
A5941810	6405	32437	FORD MOTOR COMPANY	VEHICLES/VEH EQUIPMENT >\$25000	22400330	3,192
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22400410	102,657
A5941810	6405	10440	SOLID WASTE SYSTEMS INC	VEHICLES/VEH EQUIPMENT >\$25000	22400449	241,617
A5941810	6405	11213	ALTEC INDUSTRIES INC	VEHICLES/VEH EQUIPMENT >\$25000	22400506	410,416
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22400803	71,555
A5941810	6405	10894	STRYKER SALES CORPORATION	VEHICLES/VEH EQUIPMENT >\$25000	22400841	7,415
A5941810	6405	11526	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$25000	22400880	57,613
A5941810	6405	12002	AXON ENTERPRISE, INC	VEHICLES/VEH EQUIPMENT >\$25000	22400961	14,734
A5941810	6405	32396	BUD CLARY OF YAKIMA INC	VEHICLES/VEH EQUIPMENT >\$25000	22401071	36,274
				Total Equipment Replacement Fund		3,009,435
P1013800	4112	32615	GMP CONSULTANTS	RECRUITMENT SERVICES	22401078	23,333
				Total Public Works Admin & Engineering Fund		23,333
				Total Encumbered/Miscellaneous Carryover		4,518,311
2025 Carryovers - CIP Capital Projects						
Expenditure Org	Object	Vendor #	Vendor	Description	PO #	Amount
D4970000	5502			CIP - MN220013 - ECON DEC ROAD PROJECTS - BATTELLE BLVD		3,771,600
D4970000	5502			CIP - MN220014 - ECON DEV ROAD PROJECTS - LOGAN STREET		250,000
D4970000	5502			CIP - MN230003 - ECON DEV ROAD PROJECTS - 1ST EXTENSION TO BATTELLE		50,000
D4970000	5502			CIP - MN240005 - IDF HORN RAPIDS RAILROAD EXTENSION		1,760,000
D5593000	6209			CIP - MN220002 - HR RAIL EXTENSION AND CROSSING/ACCESS		1,553,967
D5593000	6308			CIP - MN190003 - HORN RAPIDS IRRIGATION		96,887
				Total Industrial Development Fund		7,482,454
D7970000	5502			CIP - TR130004 - CDBG FUNDED CURBS AND WHEELCHAIR RAMPS		104,673
				Total Community Development Block Grant Fund		104,673
T2953010	6322			CIP - TR140019 - CENTER PKY SOUTH LESLIE TO CLEARWATER CREEK		2,447,179
T2953010	6362			CIP - TR130003 - PAVEMENT PRESERVATION PROGRAM		1,402,091
T2953010	6387			CIP - MN220013 - ECON DEC ROAD PROJECTS - BATTELLE BLVD		3,771,600
T2953010	6388			CIP - TR130011 - SOUTH GWW INTERSECTION IMPROVEMENTS		3,330,898
T2953010	6395			CIP - TR140017 - STEPTOE/TAPTEAL IMPROVEMENTS		7,332
T2953010	6403			CIP - MN220014 - ECON DEV ROAD PROJECTS - LOGAN STREET		250,000
T2953010	6403			CIP - MN230003 - ECON DEV ROAD PROJECTS - 1ST EXTENSION TO BATTELLE		50,000
T2953010	6403			CIP - MN240005 - IDF HORN RAPIDS RAILROAD EXTENSION		1,760,000
T2953010	6403			CIP - TR190008 - STOP-CONTROLLED INTERSECTION SAFETY IMPROV		1,346,084
T2953010	6403			CIP - TR200005 - STEPTOE/GAGE INTERSECTION IMPROVEMENTS		3,551
T2953010	6403			CIP - TR230003 - COMSTOCK STREET EXTENSION		461,000
T2953010	6403			CIP - TR230005 - PEDESTRIAN CROSSING SAFETY IMPROVEMENTS		373,650
T2953010	6403			CIP - TR230007 - SR240/AIRPORT WAY PEDESTRIAN CROSSING		300,000
T2953010	6403			CIP - TR250006 - CENTRAL RICHLAND ACTIVE TRANSPORTATION IMPROVEMENTS		50,509
T2953010	6403			CIP - WF200001 - DOWNTOWN CONNECTIVITY IMPROVEMENTS		1,531,032
T2955010	6413			CIP - TR180008 - SR240 FLYOVER AT AARON DRIVE		66,376
T2956100	6391			CIP - TR130004 - CDBG FUNDED CURBS AND WHEELCHAIR RAMPS		106,655
T2956100	6403			CIP - WF200002 - GWWAY AND NEWTON ST PED XING		1,200
T2956200	6403			CIP - TR140020 - VANTAGE HIGHWAY PATHWAY		839,965
T2956300	6403			CIP - TR230002 - THAYER DRIVE STREET LIGHTS		537,420
				Total Streets Capital Construction Fund		18,636,542
MM942210	6403			CIP - MN130007- FIRE STATION 76		762,489
				Total Fire Station Construction Fund		762,489
K5947610	6335			CIP - PR160005 PARKS AND NEIGHBORHOOD SAFETY		46,333.12
K5947610	6312			CIP - PR170004 RIVERS TO RIDGES TRAIL		2,246,403.21
K5947610	6335			CIP - MN220001 CITYWIDE SAFETY & SECURITY		107,820.37
K5947610	6403			CIP - MN220006 PARKING LOT AND PATHWAY RENEWAL		151,124.14
K5947610	6403			CIP - MN230002 SHOPS BUILDING 300 IMPROVEMENTS		100,000.00
K5947610	6403			CIP - MN230004 MANDATED FACILITY ENERGY IMPROVMENETS		89,990.00
K5947610	6403			CIP - MN230005 BID INFRASTRUCTURE RENEWAL		55,499.12
K5947610	6403			CIP - PR130005 WEST VILLAGE PARK		33,676.41
K5947610	6403			CIP - PR190001 HANFORD LEGACY PARK		47,250.00
K5947610	6403			CIP - PR190003 CITY VIEW LAND ACQUISITION		1,190,000.00
K5947610	6403			CIP - PR190004 SOUTH ORCHARD PARK		38,059.75
K5947610	6403			CIP - PR220001 TRACT D PARK		803,591.10
K5947610	6403			CIP - PR220002 ADA IMPROVEMENTS		60,685.00
K5947610	6403			CIP - PR230002 LIBRARY OUTDOOR CHILDRENS AREA		355,233.27

Expenditure Org	Object	Vendor #	Vendor	Description	PO #	Amount
K5947610	6403			CIP - PR230003 LESLIE GROVES LONG RANGE PLANNING		32,834.00
K5947610	6403			CIP - PR230004 CITY-WIDE DOCK REPLACEMENT		293,418.00
K5947610	6403			CIP - PR230006 PLAYGROUND RENEWAL & REPLACEMENT		540,000.00
K5947610	6403			CIP - PR230007 KEENE RD PARKING LOT CONNECTIVITY		13,803.61
K5947610	6403			CIP - PR230008 CITY VIEW PARK PLANNING		75,000.00
K5947610	6403			CIP - PR230009 HOWARD AMON FITNESS STATION		36,160.61
K5947610	6403			CIP - PR240001 SHOPS 100 HVAC UPGRADE		77,360.17
K5947610	6403			CIP - PR240002 HOWARD AMON LEE LANDING SHADE		149,524.86
K5947610	6403			CIP - WF140010 SHORELINE DEFERRED MAINTENACE		584,808.45
K5947610	6209			CIP - WF140011 HOWARD AMON PARK IMPROVEMENTS		1,091,428.00
K5947610	6403			CIP - WF150015 COLUMBIA PT MARINA PARK		1,092,178.91
K5947610	6403			CIP - WF160002 LESLIE GROVES PARK		1,026,423.00
K4766800	6417			CIP - WF160003 CLUBHOUSE MODERNIZATION		100,000.00
k5725000	6406			CIP - MN220005 RPL STEAM SPACE		1,573.93
				Total Park Project Construction Fund		10,440,179
MH941820	6403			CIP - MN200005 - CITY HALL PARKING LOT ACQUISITION AND IMPROVEMENTS		450,874
MH941820	6403			CIP - MN230007 - CITY HALL IMPROVEMENTS		76,206
MH941820	6403			CIP - PR230005 - RCC MAINT STORAGE ADDITION		75,000
MH941820	6403			CIP - MN230006 - ECONOMY INN SITE IMPROVEMENTS		179,593
MH941820	6403			CIP - MN230001 - SHOPS 100 COOLING TOWER AND PLUMBING		269,361
				Total General Government Construction Fund		1,051,035
W1943410	6403			CIP - WA130002 - DISTRIBUTION R&R		1,029,434
W1943410	6403			CIP - WA130003 - IRRIGATION CAP IMPROVEMENT		137,260
W1943410	6403			CIP - WA130007 - WATER TREATMENT EQUIPMENT UPGRADES		892,860
W1943410	6403			CIP - WA160002 - COLUMBIA RIVER INTAKE SCREEN UPGRADES		2,063,739
W1943410	6403			CIP - WA170002 - WTP PUMPING CAPACITY IMPROVEMENTS		780,000
W1943410	6403			CIP - WA220001 - SCADA REPLACEMENT & SITE SECURITY		1,515,417
W1943410	6403			CIP - WA220002 - KENNEDY ROAD TRANSMISSION PIPELINE		750,000
W1943410	6403			CIP - WA220003 - WATER FACILITY ENERGY RESILENCY		4,300,000
W1943410	6403			CIP - WA230001 - WTP IMPROVEMENTS		500,000
W1943410	6403			CIP - WA230002 - ISLAND VIEW SUPPLY		685,000
W1943410	6403			CIP - WA240002 - HORN RAPIDS IRRIGATION UPGRADES		175,000
W1943410	6403			CIP - WA240003 - WATER FACILITY SITE SECURITY IMPROVEMENTS		50,000
W1943410	6403			CIP - WA240004 - TAPTEAL IV PUMP STATION		50,000
W1943411	6403			CIP - WA240005 - TAPTEAL 2 TRUMAN AVE BPS		4,111,400
				Total Water Fund		17,040,110
S1943510	6403			CIP - WW130001 - COLLECTION SYSTEM RENEW & REPLACEME		1,927,941.39
S1943510	6403			CIP - WW130003 - INFLUENT UPGRADES		516,785
S1943510	6403			CIP - WW130006 - WASTEWATER TREATMENT FAC R&R		576,525
S1943510	6403			CIP - WW220001 - SCADA REPLACEMENT		573,529
				Total Wastewater Fund		3,594,780
G1943710	6403			CIP - SW130002 - DISPOSAL CAPACITY IMPROVEMENTS		3,361,368
G1943710	6403			CIP - SW130003 - LANDFILL CLOSURE PHASE 2		1,373,497
G1943710	6403			CIP - SW230001 - CONTAINER MAINTENANCE FACILITY		94,687
G1943710	6403			CIP - SW240002 - LANDFILL FACILITY IMPROVEMENTS		69,184
G1943710	6403			CIP - SW240003 - LANDFILL EXPANSION PH 2		271,165
				Total Solid Waste Fund		5,169,903
R1943110	6403			CIP - ST130001 - STORMWATER REHABILITATION & REPLACE		610,208
R1943110	6403			CIP - ST130006 - STORMWATER WATER QUALITY RETROFIT		1,341,829
R1943110	6403			CIP - ST240001 - STEPTOE/COL PARK TRAIL STORM FACILITY		657,117
				Total Stormwater Fund		2,609,155
				Total CIP Capital Project Carryover		66,891,318
2025 Carryovers - Non-CIP Grant-Funded						
Expenditure Org	Object	Vendor #	Vendor	Description	PO #	Amount
L1212200	9848			EP 2024 - K-9 - Fleet M&O -- Extended to 2025		8,500
L1212200	3501			EP 2024 - K-9 - K-9 Equipment (Annually) -- Extended to 2025		8,128
L1212200	3501			EP 2024 - K-9 - K9 Purchase and training (every 5-8 years)9 -- Extended to 2025		30,000
L1212200	1101			EP 2024 - K-9 - Handler Assignment Pay9 -- Extended to 2025		3,954
L1212200	4117			EP 2024 - K-9 - K9 Boarding (annually) -- Extended to 2025		527
L1212200	4117			EP 2024 - K-9 - Veterinary Care (annually) -- Extended to 2025		3,000
L1188700	3583			EP 2024 - K-9 - K9 Software (annually) -- Extended to 2025		144
F1222000	3501			Approved 2024 EP - TRT Comm System Replacement Equipment - extended to 2025		44,000
				Total General Fund Carryover		98,253
D6739000	4990			Approved 2024 projects extended to 2025		98,277
				Total Hotel/Motel Fund Grant Carryover		98,277
D7587110	4995			O/O Rehab - program income		4,472
D7587100	4925			APPROVED PROJECTS		21,077
D7587110	4997			Unallocated Expenses		134,493
				Total CDGB Fund Grant Carryover		160,042
D8587110	4985			Program Income-Richland		319,539
D8587110	4986			Program Income-Kennewick		361,755
D8587110	4987			Program Income-Pasco		390,433
D8587110	4863			TBRA - Pasco		42,799

Expenditure Org	Object	Vendor #	Vendor	Description	PO #	Amount
D8587110	4864			TBRA - Admin		14,987
D8587110	4868			Home Owner REHAB Occupied-Richland		269,963
D8587110	4866			Home Owner REHAB Occupied-Kennewick		271,538
D8587110	4867			Home Owner REHAB Occupied-Pasco		271,538
D8587110	4869			Home Owner REHAB Occupied - Admin		68,287
D8587110	4988			Entitlement-Richland		114,849
D8587110	4989			Entitlement-Kennewick		273,311
D8587110	4991			Entitlement-Pasco		422,233
D8587020	5200			Richland Unallocated Admin		557,317
D8587020	5202			Pasco Unallocated AD		1,351
D8587020	5203			Kennewick Unallocated AD		72,708
D8593450	4925			HOME ARP APPROVED PROJECTS		1,703,788
D8593450	4117			HOME ARP APPROVED Projects Admin		215,692
				Total HOME Fund Grant Carryover		5,372,088
				Total Non-CIP Grant Funded Carryover		5,728,660
				2024 Encumbered/Miscellaneous Carryover		4,518,311
				2024 CIP/Capital Project Carryover		66,891,318
				2024 Non-CIP Grant Carryover		5,728,660
				Total Carryovers		77,138,289
<i>*Balances may not foot exactly due to rounding</i>						



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Items of Business

Strategic Priority 1 - High Performance Government

Strategic Priority 2 - Financial Sustainability

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2025-90, Adopting the 2025-2029 Tri-Cities Assessment of Fair Housing Plan

Department/Office
Development Services

Ordinance/Resolution Number:
2025-90

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-90, approving the 2025-2029 Tri-Cities Assessment of Fair Housing Plan.

Summary:

In 1968, the U.S. Congress passed the Fair Housing Amendments to the Civil Rights Act, establishing protections against discriminatory practices in housing. Today, the cities of Richland, Kennewick, and Pasco each operate individual programs and collaborate regionally to support fair housing initiatives.

As recipients of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds, the cities are required by the U.S. Department of Housing and Urban Development (HUD) to conduct a periodic analysis of fair housing issues in areas where CDBG and HOME funds may be used to support housing for low and moderate income residents. Additionally, to remain eligible for these annual federal grants, the cities must take proactive steps to affirmatively further fair housing.

On May 15, 2025, the Pasco City Council adopted a resolution endorsing the 2025–2029 Tri-Cities Assessment of Fair Housing (AFH) Plan. The Kennewick City Council is scheduled to consider adoption of a similar resolution on June 3, 2025. Richland, acting as the lead agency for the Tri-Cities HOME Consortium, holds the contractual responsibility to submit the 2025-2029 Tri-Cities Assessment of Fair Housing Plan to HUD.

Staff recommends approval of Resolution No. 2025-90.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2025-90
2. Draft 2025-2029 Tri-Cities Assessment of Fair Housing Plan
3. Fair Housing Presentation

RESOLUTION NO. 2025-90

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2025-2029 TRI-CITIES ASSESSMENT OF FAIR
HOUSING PLAN.**

WHEREAS, the 2025-2029 Tri-Cities Assessment of Fair Housing Plan (the “Plan”) is a collaboration between the cities of Kennewick, Pasco and Richland; and

WHEREAS, every five years, the Tri-Cities HOME Consortium conducts a Fair Housing planning process to identify and better understand the barriers faced by specific populations who experience greater challenges in accessing safe and affordable housing; and

WHEREAS, the Tri-Cities HOME Consortium analyzed census data, state and local policies, and community feedback, and the Plan serves as the summary of these efforts; and

WHEREAS, the 2025-2029 Tri-Cities Assessment of Fair Housing Plan also describes the impediments and actions the Tri-Cities HOME Consortium will take to overcome the identified barriers to safe and affordable housing; and

WHEREAS, the 2025-2029 Tri-Cities Assessment of Fair Housing Plan was duly advertised, and community input on the Plan was invited by the Tri-Cities HOME Consortium; and

WHEREAS, a duly noticed public hearing was held on June 3, 2025 as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2025-2029 Tri-Cities Assessment of Fair Housing Plan is hereby adopted.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

2025-2029

Tri-Cities Assessment of Fair Housing



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Executive Summary

Purpose of Fair Housing Planning

The Tri-Cities HOME Consortium (“The Consortium” or “the HOME Consortium”) completes a fair housing planning process every five years. The purpose of this process is to better understand the challenges faced by specific groups of people who tend to experience greater housing challenges based on their specific characteristics and needs. Federal and state governments put legal protections in place to ensure no person faces housing discrimination based on characteristics associated with a particular group. The groups covered by these laws are called protected classes.

The protected classes in the Tri-Cities are race, religion, color, sex, national origin, familial status, disability, veteran status, marital status, and age. Every person belongs to a protected class because every person has a race, age, national origin, etc. However, certain groups within each protected class, such as people who are members of racial or ethnic minorities, seniors, or families with children, often face additional barriers to securing housing that meets their needs.

Throughout the fair housing planning process, the Tri-Cities HOME Consortium analyzed census data, state and local policies, and community feedback. The Assessment of Fair Housing (AFH) serves as the summary of these efforts. The AFH includes a description of fair housing laws, community needs and trends, access to opportunity, local policies, and fair housing complaints.

The fair housing planning process uncovered certain barriers, or impediments, to fair housing in the Tri-Cities. The AFH describes these impediments and actions the Tri-Cities HOME Consortium will take to overcome them.

Key Findings

The Tri-Cities HOME Consortium analyzed various topics, including demographics, income, housing, transportation, local policies, and fair housing complaints, through the lens of certain groups. Note that the Consortium analyzed the most recent datasets available at the time of drafting the AFH.

Community Needs and Trends

- **Demographics:** Many Tri-Cities residents belong to groups that may face additional housing challenges, such as people identifying as racial or ethnic minorities, foreign-born residents, people living with a disability, and households with children. In 2022, 14 percent of residents were over the age of 65, 32 percent identified as a race other than White, 15 percent were foreign-born, and 14 percent lived with a disability. In addition, 36 percent of households included at least one child.
- **Median Income and Poverty:** In all three cities, households with at least one member belonging to the following groups earned less on average than the city’s median income: Black, Hispanic, senior, and foreign-born residents (Table 13). Those groups also tended to experience higher rates of poverty than other protected classes (Tables 17-21).
- **Housing Cost Burden:** Elderly households were particularly vulnerable to experiencing severe housing cost burden (meaning they paid more than 50 percent of their income on

housing expenses). In 2020, 45 percent of severely cost-burdened owner households had at least one elderly member.

- **Homeownership Rates:** From 2017 to 2022, homeownership rates increased for many racial or ethnic groups. One notable exception is Black or African American households. Homeownership rates decreased by .1 percent for that group.
- **People Experiencing Homelessness:** In 2021, people with disabilities were overrepresented among people experiencing homelessness. While 14 percent of the population lived with a disability, 44 percent of people experiencing homelessness lived with a disability.
- **Education Rates:** In 2022, Asian and Hispanic residents were less likely than White residents to obtain a high school diploma, while Black and Hispanic residents were less likely than White residents to obtain a bachelor's degree. 92 percent of White residents obtained a high school diploma, compared to 79 percent of Asian residents and 64 percent of Hispanic residents. Additionally, 32 percent of White residents obtained a Bachelor's degree, compared to 28 percent of Black residents and 12 percent of Hispanic residents.

Access to Opportunity

- **Geographic Features:** Unique geographic features in the Tri-Cities, such as the Columbia River separates Kennewick and Richland from Pasco, create opportunities and barriers to economic development and transportation.
- **Daily Migration:** Over 60 percent of Tri-Cities residents do not live and work in the same city. Residents tend to travel between the three cities for work, services, and leisure.
- **Geographic Trends:** Certain census tracts within the Tri-Cities have higher concentrations of specific populations living there. Two census tracts in Pasco are identified as racially or ethnically concentrated areas of poverty (R/ECAPs), meaning they have high rates of poverty and over half the population identifies as non-White.
- **Transportation Needs:** Stakeholders noted that certain groups have difficulty accessing public transportation due to accessibility needs, language access barriers, and limited service on weekends and holidays.

Policy Review

- **Zoning:** Each city's municipal code has an inclusive definition of families, allows group homes of up to six people, and allows attached and detached accessory dwelling units (ADUs). Each zoning consideration provides unique support to housing protected classes.
- **Rental Code:** Each city follows the Washington State-Landlord-Tenant Act, which outlines the responsibilities of landlords and sets the rental housing code.
- **Assisted Housing Units:** In 2024, over half (280 out of 470) of the assisted housing units managed by Tri-Cities housing authorities were considered accessible. During the fair housing planning process, one housing authority noted that the supply of accessible housing is not sufficient to meet the needs of the population.
- **Housing Lending Outcomes:** An analysis of housing lending outcomes indicates that certain groups, including members of racial and ethnic minorities, women, and seniors,

were less likely to apply for housing financing than others. For example, 68 percent of loan applicants identified as White, while just 4 percent identified as a race other than White.

- **Loan Denial Reasons:** Debt-to-income ratio, lack of collateral, and credit history were the most common reasons non-White residents were denied for loans.

Evidence of Housing Discrimination

- **Number of Complaints:** From 2019 to 2024, 28 complaints of housing discrimination were filed with Washington State and six were filed with the U.S. Department of Housing and Urban Development (HUD).
- **Basis of Complaints:** Federally and statewide, a person's disability was the most common basis of the alleged housing discrimination.
- **Insight from Fair Housing Organizations:** During consultation sessions, fair housing organizations emphasized that fair housing training, testing, and outreach to service organizations, developers, and residents can help to promote fair housing knowledge and help prevent incidences of discrimination.

Identified Impediments to Fair Housing

The Tri-Cities identified five impediments to fair housing.

- There is a low supply of affordable housing.
- Affordable housing options often lack accessibility features for people with physical disabilities and seniors.
- Community members have limited knowledge of their fair housing rights and landlord responsibilities.
- Non-English speakers face barriers to obtaining services and information in their native language.
- Certain populations require additional services to ensure they can effectively use transportation systems to get to important places.

Proposed Actions to Overcome Impediments

The Tri-Cities identified various actions it will take over the next five years to overcome the identified impediments to fair housing.

Increasing Affordable Housing Supply

- The HOME Consortium will continue to partner with housing authorities to explore building more affordable housing.
- The HOME Consortium will utilize various outreach techniques, such as newspaper, mail, and social media, to promote the Down Payment Assistance Program.

Increasing Accessible Housing Supply

- Richland and Pasco will utilize various outreach techniques, such as newspaper, mail, and social media, to promote the cities' owner-occupied rehabilitation program. Kennewick will investigate creating a Community Development Block Grant (CDBG)-funded owner-occupied rehabilitation program.
- The HOME Consortium will investigate utilizing HOME Investment Partnerships Program (HOME) funds to rehabilitate existing homes to make them more accessible to people with disabilities.
- The HOME Consortium will explore utilizing local forums to increase knowledge of accessible building standards and community accessibility needs among housing developers.
- The HOME Consortium will promote the development of ADUs by advocating for policies and programs that support the housing type.

Promoting Knowledge of Fair Housing

- The HOME Consortium will organize and host a fair housing training for organizations working with residents.
- The HOME Consortium will explore hosting a fair housing training for landlords.
- The HOME Consortium will explore working with the Kennewick Housing Authority (KHA) and the Housing Authority of the City of Pasco and Franklin County (HACPFC) to create a fair housing educational program for residents.

Increasing Language Access

- The HOME Consortium will continue to work on translating key documents, such as program applications, into other languages.
- The HOME Consortium will continue to utilize the Language Line to communicate with non-English-speaking residents.
- The HOME Consortium will work with non-profit agencies to understand the barriers and services needed for non-English-speaking residents.

Increasing Transportation Connectivity

- The HOME Consortium will work with community partners, including the transit authority, to implement the goals outlined in their respective Bike-Pedestrian Plans.
- Each city will continue to coordinate with Ben Franklin Transit regarding the organization's free bus passes for students program.
- Each city will continue to evaluate crosswalks that need updating to meet visual and auditory accessibility standards.

Introduction

Assessments of Fair Housing (AFHs) provide valuable insight into the needs of community members. They include an assessment of available data, policies, and insights from community partners and residents. This section provides an overview of the fair housing planning process and how it can be used by communities. This section also describes the fair housing planning process completed by the Tri-Cities HOME Consortium (“The Consortium” or “the HOME Consortium”) and summarizes actions taken to address previously identified fair housing issues.

Overview

The Consortium conducts a fair housing planning process every five years and creates a corresponding report called the *Tri-Cities HOME Consortium Assessment of Fair Housing*. The purpose of this process is to better understand the challenges faced by specific groups of people who tend to experience greater housing challenges based on their specific characteristics and needs. Federal and state governments put legal protections in place to ensure that no person faces housing discrimination based on characteristics associated with a particular group. The groups covered by these laws are called protected classes. Under federal law, there are seven protected classes, which are listed below.

- Race
- Religion
- Color
- Sex
- National origin
- Familial status
- Disability

In addition to the federal protected classes, Washington State laws include the additional protected classes, which are listed below.

- Veteran status
- Marital status
- Age

Every person belongs to a protected class because every person has a race, age, national origin, etc. However, certain groups within each protected class, such as people who are members of racial or ethnic minorities, seniors, foreign-born residents, or families with children often face additional barriers to securing housing that meets their needs.

The fair housing planning process allows communities to analyze fair housing issues among certain groups, such as housing affordability and availability, homelessness, and access to jobs and services. All of these factors may limit the range of housing choices available or impede a person’s access to housing. The fair housing planning process is a useful tool for jurisdictions to collect

recent data on fair housing issues to inform programs, provide information to members of the public, and reaffirm working relations with partners.

The fair housing planning process also allows communities to examine their progress toward their goals of eliminating housing discrimination and providing current and future residents with access to equal housing opportunities. In addition, the process allows communities to explore additional actions that are being taken or could be taken to further increase housing choice and create a plan for action over the next five years.

Through the planning process, the HOME Consortium identified five barriers to fair housing. The HOME Consortium has developed action steps to be taken over the next five years to remove those barriers and promote fair housing.

Through the fair housing planning process and implementation of identified actions in the AFH, the HOME Consortium is affirmatively furthering fair housing as required by the Fair Housing Act as a recipient of federal funding through HUD.

Community Participation Process

The AFH was developed using a variety of information sources. The HOME Consortium used these sources to develop key themes regarding housing needs for certain populations. Community and stakeholder input served as an important source of information. This section describes the efforts to engage community members to inform the development of the plan.

Community and Stakeholder Engagement Process

The fair housing planning process sought to ensure members of diverse groups of people and organizations that serve them had the opportunity to comment on housing needs. The HOME Consortium asked for input from community members and service providers in the fall of 2024. Their feedback was used in the development of the HOME Consortium 2025–2029 Consolidated Plan and the AFH.

Community engagement activities took place in August and September 2024. These activities reached 47 unique stakeholder organizations and 117 community members through multiple engagement strategies. See Table 1A in the appendix for the full list of organizations consulted.

The Consortium conducted a survey for community organizations as well as a survey for community members. Both surveys were conducted online and distributed through various channels to encourage participation. The surveys asked respondents questions regarding community needs on the following topic areas:

- Affordable housing
- Housing and supportive services
- Public facilities and infrastructure
- Human services
- Fair housing

In addition, the Consortium held six in-person consultation sessions (hosted on September 5th and 6th) and two virtual consultation sessions (hosted on September 10th and 11th). The in-person consultation sessions also had options for virtual participation for those who could not attend in person. The consultation sessions were organized by specific topics and agency staff attended the sessions that were most relevant to their services and clients. The specific topics are listed below:

- Homeless Services
- Public and Human Services
- Youth Services
- Special Needs Populations
- Affordable Housing
- Economic Development
- Fair Housing
- Public Works

In each consultation session, the Consortium provided a list of questions related to fair housing to prompt organizations to discuss related issues.

Key Themes from the Community Engagement Process

Several key fair housing themes emerged through consultation sessions and surveys. Table 1 identifies each theme and how they might affect different protected classes.

Table 1—Key Themes from the Community Engagement Process

Theme	Connection with Fair Housing	Impacted Protected Classes
Housing challenges include lack of available units and increased rents making it difficult for residents to find and afford housing.	Housing issues affect all members of the population. Protected classes can be more likely to experience housing problems due to increased social and economic vulnerability.	All
Specific populations, such as veterans, migrant workers, and people with substance use disorders, have an increased need for supportive services and housing.	Veterans, foreign-born residents, and people with disabilities often have additional requirements for housing or may require supportive services to maintain their housing. These supports ensure members of those populations can obtain and maintain housing.	Veterans National Origin (foreign-born residents) People with Disabilities

Theme	Connection with Fair Housing	Impacted Protected Classes
Due to low vacancy rates, landlords are incredibly selective with rental applications.	Low vacancy rates mean there is a limited supply of available housing for residents. This affects all residents. However, members of certain populations may have greater difficulty finding a unit that suits their needs. For instance, people with physical disabilities must ensure units are both affordable and accessible to them.	All
Many available units are not accessible to people with physical disabilities and/or do not meet Section 8 inspection criteria, further limiting housing options.	Some seniors and people with disabilities have limited mobility and need specific design elements incorporated into a housing unit. A lack of units with these accommodations limits the housing choice for these populations.	Age (seniors) People with Disabilities
There is a need for greater language services, particularly Ukrainian, Burmese, and Spanish.	Foreign-born residents often have limited-English proficiency (LEP) or speak English as a second language. A lack of bilingual staff limits the resources available to those who do not speak English.	National Origin (foreign-born residents)
Lack of connectivity, particularly in rural areas of the Tri-Cities, exacerbates inequalities, particularly hindering residents from obtaining and maintaining employment.	Lack of reliable transportation options impacts members of the workforce and limits the opportunities available to protected classes.	All
There is a need to remove barriers in streets, such as through curb and ramp improvements, and add sidewalks to increase accessibility.	Seniors and people with disabilities are more likely to have mobility challenges, which makes using streets and sidewalks with barriers, such as curbs, difficult.	Age (seniors) People with Disabilities

Data Source: Community and Stakeholder Consultations and Survey (2024).

Public Participation Process

The Tri-Cities HOME Consortium encouraged feedback from the general public on the draft AFH. The Consortium followed the requirements outlined in its Citizen Participation Plan, which outlines the policies and procedures for public involvement in the development of the plan. The Consortium held a written public comment period from April 30, 2025 to June 2, 2025. The cities of Richland and Kennewick will each hold a public hearing on June 3, 2025. The city of Pasco will hold a public hearing on May 15, 2025.

Through the public participation process, the Consortium publicized and encouraged public comments in the following ways

- Published a legal ad in the Tri-City Herald.
- Published the draft document on each city website.
- Emailed the document and information regarding the public participation process to organizations who participated in consultation sessions and requested they share the information with their client lists.

The Consortium will update this section of the AFH after the public comment period describing all comments received and whether they were accepted.

Progress Since Previous Fair Housing Plan

Assessing past progress on fair housing goals lays the groundwork for understanding the current fair housing landscape in the Tri-Cities. This allows communities to understand the impact of previous actions to inform the development of future goals and actions.

In the previous AFH prepared in 2020, the HOME Consortium outlined three impediments that acted as barriers to certain populations finding and maintaining fair housing. From 2020 to 2025, the Consortium has taken multiple steps to help overcome those barriers. The table below lists the three impediments, their descriptions, and the actions taken by each City over this time period.

Table 2—Progress Since the Previous Fair Housing Plan

Impediment	Description	Actions Taken
Low Vacancy Rates	The Tri-Cities has an extremely low vacancy rate. Vacancy rates describe the number of housing units available to be bought or rented during a certain period of time. Low vacancy rates increase housing costs due to increased demand with limited supply. This increase in cost has a disproportionate impact on low-income households. In addition, low vacancy rates allow landlords to be more selective with applicants due to large pools of potential clients. This allows landlords to filter out applicants that they may deem more risky.	Richland - Began a periodic update for the Comprehensive Plan to assess land use and housing development goals. Pasco - Created an ADU Guide to enhance public knowledge of this housing type. - Started review of fee schedule for housing developments. Kennewick - Updated ADU regulations to allow multiple ADUs on a property. Consortium-Wide - Included English and Spanish applications for the Down Payment Assistance Program on city websites. - Met with the Washington Homeownership Resource Center to publicize the Down Payment Assistance Program. - Partners with realtor associations to promote the Down-Payment Assistance Program - Provided funding to Community Action Connections for Tenant-Based Rental Assistance.
Lack of Accessible Housing for People with Disabilities and Seniors	The Tri-Cities has limited affordable housing options that are accessible to people with limited mobility, such as seniors and people with disabilities. The population of people with disabilities and seniors has increased in the Tri-Cities. The growing population in need of accessible units, coupled with the low vacancy rate, severely limits the supply of accessible, affordable housing available.	Richland - Utilized CDBG funds to make accessibility modifications to owner-occupied units. Pasco - Utilized CDBG funds to make accessibility modifications to owner-occupied units. Kennewick - Maintained accessibility focus with inspections on new properties.

Impediment	Description	Actions Taken
Lack of Access to Fair Housing Information	Residents, landlords, and property owners do not readily understand fair housing laws and protections. Certain groups may have additional barriers to accessing fair housing information, such as language barriers. It is important that both property owners and residents understand fair housing regulations, including their protections under the law and the consequences of not complying.	Richland • Collaborated with the Northwest Fair Housing Alliance to distribute fair housing information through utility billing inserts. • Displayed fair housing logos prominently on internal applications, reports, city websites, social media platforms, and public advertisements. Ads are in English and Spanish. • Provided a “Fair Housing Opportunities for All” brochure to housing program applicants. • Displayed fair housing posters in English and Spanish in city halls and libraries. Pasco • Inquired with HUD about conducting fair housing training. • Displayed fair housing posters in English and Spanish in city halls and libraries. • Posted fair housing information on website. Kennewick • Displayed fair housing posters in English and Spanish in city halls and libraries. • Held bi-annual landlord/tenant forums to discuss fair housing topics amongst realtors, landlords, and tenants. • Provided venue and materials for a fair housing training for lenders and realtors. • Worked with KHA to create an educational program on fair housing to be held in the fall of 2025. • Participated in fair housing training as a staff.

Fair Housing Laws

Overview

Fair housing laws outline certain practices communities must follow to prevent and address housing discrimination. Understanding federal and state laws allows community members and service providers to ensure the housing rights of residents are being protected. This section describes the federal and state laws that pertain to fair housing.

Federal Housing Laws

All states and municipalities in the United States are subject to the Fair Housing Act, administered and enforced by HUD, and other federal housing laws such as the Housing for Older Persons Act of 1995 (HOPA) and the Fair Housing Amendments Act of 1988 (FHAA).

Fair Housing Act

In 1968, Congress passed the Civil Rights Act after years of advocacy in the United States against overt discrimination and segregation in the sale and rent of housing based on a person's race, national origin, skin color, gender, and religion. In 1988, Congress added additional protections against housing discrimination for people based on their familial status (e.g., women who are pregnant or the presence of children under 18) and disability.

The Fair Housing Act applies to almost any person or group involved with housing in the United States, including landlords, realtors, homeowners' associations, mortgage lenders, and homeowner's insurance companies. Under the Fair Housing Act, it is illegal to discriminate on the basis of race, religion, color, sex, national origin, familial status, or disability. The following are examples of actions that are violations of the Fair Housing Act when made on the basis of a protected class:

- Refusing to rent or sell housing.
- Refusing to negotiate for housing.
- Otherwise making housing unavailable.
- Setting different terms, conditions, or privileges for the sale or rental of a dwelling.
- Providing a person with different housing services or facilities.
- Falsely denying that housing is available for inspection, sale, or rental.
- Making, printing, or publishing any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination.
- Imposing different sales prices or rental charges for the sale or rental of a dwelling.
- Using different qualification criteria (such as different procedures, documents, or information) for rental standards, applications, income standards, application requirements, application fees, credit analyses, sale approval, or rental approval.
- Evicting a tenant or a tenant's guest.
- Harassing a person.

- Failing or delaying performance on maintenance or repairs.
- Limiting privileges, services, or facilities of a dwelling.
- Discouraging the purchase or rental of a dwelling.
- Assigning a person to a particular building, neighborhood, or section of a building or neighborhood.
- For profit, persuading or trying to persuade homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (referred to as “blockbusting”).
- Refusing to provide or discriminating in the terms or conditions of homeowner’s insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner or occupants of a dwelling.
- Denying access to or membership in any multiple listing service or real estate brokers’ organization.
- Refusing to make a mortgage loan or provide other financial assistance for a dwelling.
- Refusing to provide information regarding loans.
- Imposing different terms or conditions on a loan, such as different interest rates, points, or fees.
- Discriminating in appraising a dwelling.
- Conditioning the availability of a loan on a person’s response to harassment.
- Refusing to purchase a loan.

Under the Fair Housing Act, it is also illegal to threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others who exercise the right or retaliate against a person who has filed a fair housing complaint or assisted in a fair housing investigation.

Certain types of housing are exempt from federal fair housing laws, such as owner-occupied buildings with four or fewer units, single-family homes sold or rented by the owner without an agent, and housing operated by religious organizations or private clubs that are limited to members.

Some examples of housing practices that violate the Fair Housing Act include the following:

- The manager of an apartment complex restricts families with children to only one section of the building.
- An apartment manager will not show a unit on an upper floor to a senior or person with a disability.
- A realtor lies about a home having a pending offer when showing it to a couple who do not speak English proficiently.
- An apartment manager runs a credit check on applicants under 30 years old but not on older applicants.

Housing for Seniors

The 1995 HOPA creates an exception to Title VIII of the Fair Housing Act to allow for housing developments for seniors (referred to as “older persons” in the law). HOPA offers exceptions to discrimination based on family status for housing specifically designed for elderly individuals. To qualify for this exception, the housing must meet certain criteria and comply with all HOPA exemption requirements. The housing may be provided under a state or federal program designed to assist elderly persons or intended for and solely occupied by those at least 62 years old. Alternatively, the housing may be intended and operated for occupancy by those who are at least 55 years old, with at least 80 percent of the units having at least one occupant verified to be 55 years of age or older.

All other Fair Housing Act protections apply to housing for seniors, including the prohibition of discrimination on the basis of race, color, religion, sex, disability, or national origin.

Fair Housing Amendments Act

The FHAA, signed in 1988, amended the Fair Housing Act to include persons with disabilities as a protected class and added additional regulations for policy accommodations and building modifications.

Under the FHAA, a person with a disability includes individuals with a physical or mental impairment that substantially limits one or more major life activities; individuals who are regarded as having such an impairment; and individuals with a record of such an impairment. “Major life activities” include walking, seeing, caring for oneself, hearing, speaking, breathing, learning, and working. Disabilities may also include mental or emotional illness, difficulties associated with aging, HIV/AIDS, and recovering from alcohol or drug addiction (completing a treatment program).

If a person requires the use of a walker, a wheelchair, a personal-care attendant, or a service animal to live in and enjoy housing in a way that is equivalent to a person without a disability, they are protected from housing discrimination.

An **accommodation** is a change in any rule, policy, procedure, or service needed for a person with a disability to have equal access to and enjoyment of their home. For example, allowing a service animal despite a “no pets” policy or allowing a tenant to mail in a rent check when others must physically deliver checks to a drop box.

A **modification** is a structural change made to the existing premises occupied or to be occupied by a person with a disability to afford such persons full enjoyment of the premises. A ramp installed into the front entrance of a house where there are only stairs, changing doorknobs to levers for someone with a mobility disability, or allowing a tenant with a sight impairment to install visual doorbells are all examples of reasonable modifications.

Like other housing discrimination laws, protections for people with disabilities apply to rental and owner-occupied housing, government zoning and other land-use planning, and homeowners’ associations.

Other Federal Laws and Regulations Impacting Fair Housing

In addition to the laws described in this section, there are additional federal laws, executive orders, and regulations that impact fair housing and provide protection against discrimination. Table 2A in the appendix lists notable fair housing laws and regulations and provides a brief description of their protections.

State Housing Laws

The State of Washington has outlined additional protected classes and fair housing protections in the Washington Law Against Discrimination and the Residential Landlord-Tenant Act.

Washington Law Against Discrimination

The Washington Law Against Discrimination protects residents against discrimination in housing by underscoring the protections outlined under federal law and, in certain instances, expanding or adding protected classes. The law prohibits discrimination on the basis of the following:

- Race
- Creed
- Color
- National origin
- Citizenship or immigration status
- Families with children
- Sex
- Marital status
- Sexual orientation
- Age
- Honorably discharged veteran or military status
- The presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

The Washington Law Against Discrimination extends protections on the basis of veteran status and marital status. In addition, the law specifically prohibits discrimination on the basis of the use of a service animal.

The Residential Landlord-Tenant Act

The Residential Landlord-Tenant Act, first passed in 1973, further outlines the rights, responsibilities, and protections of renters and landlords in Washington State. Listed below are notable amendments to the Residential Landlord-Tenant Act that have increased fair housing protections.

Source of Income Discrimination: The act prohibits landlords from refusing to lease or rent property based on the tenant's source of lawful income. In practice, this law makes it illegal for

landlords to refuse benefits or subsidies including housing assistance, public assistance, emergency rental assistance, veteran's benefits, social security, supplemental security income, or other retirement programs, and other programs administered by any federal, state, local or nonprofit entity.

Just Cause Eviction: Just cause eviction defines the notice requirements and specific reasons a landlord may choose to end a lease. Under the act, landlords must provide 60-day written notice to tenants if the landlord intends to not renew a lease or increase the rent. During the lease period, landlords may evict a tenant for the following reasons:

- Non-payment of rent.
- Breach of lease terms or tenant obligations.
- Waste, nuisance, or unlawful activity.
- The landlord or immediate family needs the unit as a principal residence.
- The landlord elects to sell or substantially remodel the property.
- The landlord has a legitimate economic or business reason to end the tenancy.
- The tenant fails to sign a new rental agreement.
- The property has been condemned.
- The tenant provides false information on the application.
- The landlord and tenant share a common kitchen or bathroom area.
- The landlord is participating in a transitional housing program.
- The tenant harasses the landlord or another tenant.

In each case, the landlord is required to provide notice for a specific length of time.

Right to Counsel: The act requires that the state provide free legal representation for evictions to tenants receiving the following types of public assistance: temporary assistance for needy families, aged, blind, or disabled benefits, medical care services, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income.

Acceptable Payments: The act requires that landlords accept multiple forms of rent payments, including personal checks, cashier's checks, or money orders.

14-Day Notice: The act requires landlords to provide 14 days for a tenant to pay owed rent before the landlord may proceed with an eviction.

Interaction of Federal and State Law

Residents can report alleged instances of housing discrimination to both the HUD Office of Fair Housing and Equal Opportunity (FHEO) and the Washington State Human Rights Commission (WSHRC). WSHRC has a cooperative agreement with HUD, which allows the agency to process and investigate dual-filed housing complaints for which the commission receives findings under the Fair Housing Assistance Program. Any Washington State resident who believes to have been discriminated against in housing on the basis of a protected class can file a complaint with WSHRC

by downloading and completing a complaint form and mailing, faxing, or emailing it to the commission. As outlined by HUD, residents have one year from the last occurrence of discrimination to file a complaint.

Summary of Fair Housing Protections

Table 3 provides a summary of the protected classes in the Tri-Cities as described in both federal and state laws.

Table 3—Summary of Protected Classes in the Tri-Cities

Protected Class	Protected Under Federal Law	Protected Under State Law	Notes
Race	Yes	Yes	N/A
Color	Yes	Yes	N/A
National Origin	Yes	Yes	N/A
Religion	Yes	Yes	Washington state law expands the protection to include creed.
Sex	Yes	Yes	Washington state law expands the protection to include sexual orientation.
Familial Status	Yes	Yes	N/A
Disability	Yes	Yes	Washington state law expands the protection to include guide and service animals.
Age	Yes	Yes	N/A
Veteran Status	No	Yes	N/A
Marital Status	No	Yes	N/A
Source of Income	No	Yes	N/A

Tri-Cities Community Needs and Trends

Overview

This section provides an overview of community needs and trends within the Tri-Cities that informed the identifications of barriers to housing for certain groups as well as planned actions. This section explores the population, income, housing, and education trends of Tri-Cities residents using data from the 2018–2022 American Community Survey (ACS) and the 2016–2020 Comprehensive Household Affordability Strategy (CHAS) datasets, as well as supplementary data from various other sources. The Consortium utilized the most current data available at the time for drafting the AFH. The Consortium also utilized 5-year estimates, which provide a greater sample size and more statistically reliable data than 1-year estimates. The analysis was supplemented with newer data, such as 2024 Zillow data, when appropriate.

Population Trends

Demographic trends provide insight into the makeup of the Tri-Cities population. Understanding the characteristics of certain groups, particularly those more vulnerable to housing challenges, allows communities to be more responsive to housing needs.

Population Growth

Increases in population put pressure on existing housing supply and may require communities to provide additional resources and to ensure all residents have access to housing that fits their needs.

In 2022, the population of the Tri-Cities was 221,964 residents, an increase of 9.1 percent since 2017 (18,508 new residents). The Washington State Office of Financial Management estimates that Richland, Kennewick, and Pasco were within the top ten percent of Washington cities by population. Particularly within Eastern Washington.

Table 4 presents the growth rates of each city from 2017 to 2022 according to ACS estimates. The City of Richland recorded the greatest growth rate of 12.7 percent during this period. The previous Fair Housing Plan, which calculated growth rates from 2010 to 2017, found that Pasco had the highest growth rate of 30 percent. This indicates a change in growth patterns in the Tri-Cities.

Table 4—Population Increases (2017 to 2022)

City	Base Year Population: 2017	Most Recent Year Population: 2022	% Change
Richland	53,991	60,867	12.7%
Pasco	70,607	77,274	9.4%
Kennewick	78,858	83,823	6.3%

Data Source: 2013–2017 ACS Estimates (Base Year) and 2018-2022 ACS Estimates (Most Recent Year).

The populations of Kennewick, Pasco, and Richland will continue to increase based on each City's growth projections. Table 5 provides these population estimates and the approximate growth rate from 2022 to 2037 and 2038. In that period, each city is expected to grow its population by over 20 percent. Pasco will experience the greatest population increase of 57.6 percent. Pasco's expected growth will come primarily from people moving to Pasco from other areas rather than natural population increases.

Table 5—Population Projections in the Next 15 Years

City	Base Year Population: 2022	Population Projections	% Change
Richland	60,867	78,431 (2037)	28.8%
Pasco	77,274	121,828 (2038)	57.6%
Kennewick	83,823	112,044 (2037)	33.6%

Data Source: 2018–2022 ACS Estimates (Base Year) and Richland, Pasco, and Kennewick Comprehensive Plans (Population Projections)

Age

Elderly residents often face additional challenges to obtaining and maintaining housing. Many elderly residents live on fixed incomes, such as social security, which can make affording high rents difficult. In addition, elderly residents often experience limited mobility and may need physical modifications to units to ensure safety.

In 2022, 14 percent of Tri-Cities residents were over the age of 65. This figure is slightly lower than Washington State, where 16 percent of residents were over the age of 65. Table 6 displays the number and percentage of Tri-Cities residents in each age category.

Table 6—Ages

Total Population	# Total Individuals	% Total Population
Under 5 years	15,999	7.3%
5 to 17 years	45,606	20.7%
18 to 34 years	53,623	24.3%
35 to 64 years	75,426	34.2%
65 to 74 years	18,208	8.3%
75 years or more	11,555	5.2%
Total	220,417	100%

Data Source: 2018–2022 ACS Estimates

From 2017 to 2022, the number of elderly Tri-Cities residents increased by approximately 2 percent. As residents continue to age, it is likely the number of people over the age of 65 will continue to increase over the next few years. According to 2022 ACS estimates, 12,156 Tri-Cities residents were aged 60–64. In five years, individuals in this age category will all be 65 years and older.

Race and Ethnicity

People often experience discrimination in housing based on their race and ethnicity. 32 percent of the Tri-Cities identifies as a race other than White alone. Table 7 provides a breakdown of each city’s population by their self-identified race. Of the three cities, the population of White residents is the lowest in Pasco (54.7 percent). Pasco also had the greatest percentage of residents identifying as more than one race or some other race (38.3 percent).

Table 7—Race as a Percentage of the Population

Racial Category	Richland	Pasco	Kennewick
White	80.5%	54.7%	72.3%
Black or African American	1.6%	2.4%	2.4%
Asian	6.1%	2.1%	2.4%
Native Hawaiian and Pacific Islander	0.5%	0.2%	0.0%
Some Other Race/Two or More Races	10.9%	38.3%	22.0%

Data Source: 2018–2022 ACS Estimates

In Pasco, more residents identified as Hispanic than non-Hispanic in 2022. Table 8 presents the ethnic identities of Tri-City residents: 13.5 percent of Richland residents identified as Hispanic, while 29.3 percent of Kennewick residents identified as Hispanic.

Table 8—Ethnicity as a Percentage of the Population

Ethnic Category	Richland	Pasco	Kennewick
Hispanic	13.5%	55.6%	29.3%
Not Hispanic	86.5%	44.4%	70.7%

Data Source: 2018–2022 ACS Estimates.

From 2017 to 2022, there have been shifts in the racial and ethnic makeup of the Tri-Cities. Table 9 displays the racial and ethnic makeup of each city in 2017 and 2022. The percentage of residents identifying as White decreased in all three cities. Pasco experienced the greatest decrease in residents identifying as White (15.6 percent). In all three cities, the percentage of residents identifying as Hispanic increased from 2017 to 2022. Richland experienced the greatest increase of 2.5 percent.

Table 9—Race and Ethnicity (2017 and 2022)

	2017			2022		
Racial or Ethnic Group	Richland	Pasco	Kennewick	Richland	Pasco	Kennewick
White	83.5%	70.3%	76.3%	80.5%	54.7%	72.3%
Black or African American	1.6%	2.4%	2.2%	1.6%	2.4%	2.4%
Asian	5.0%	2.5%	2.1%	6.1%	2.1%	2.4%
Native Hawaiian and Other Pacific Islander	0.1%	0.2%	0.1%	0.5%	0.2%	0.0%
Hispanic or Latino (of any race)	11.0%	55.1%	26.9%	13.5%	55.6%	29.3%

Data Source: 2013–2017 ACS Estimates (Base Year) and 2018–2022 ACS Estimates (Most Recent Year).

Ancestry and National Origin

People born outside of the United States may have a limited understanding of how to navigate the housing system due to lack of familiarity with housing laws and protections and language barriers.

In 2022, 15 percent of Tri-Cities residents (34,021 people) were foreign-born. Pasco had the highest percentage of foreign-born residents at 22 percent of the total population. Fourteen percent of Kennewick residents and 9 percent of Richland residents were foreign-born. Table 10 depicts the continent of origin for foreign-born residents. In both Pasco and Kennewick, the most common birthplace of foreign-born residents was Latin America. In Richland, the most common birthplace was Asia.

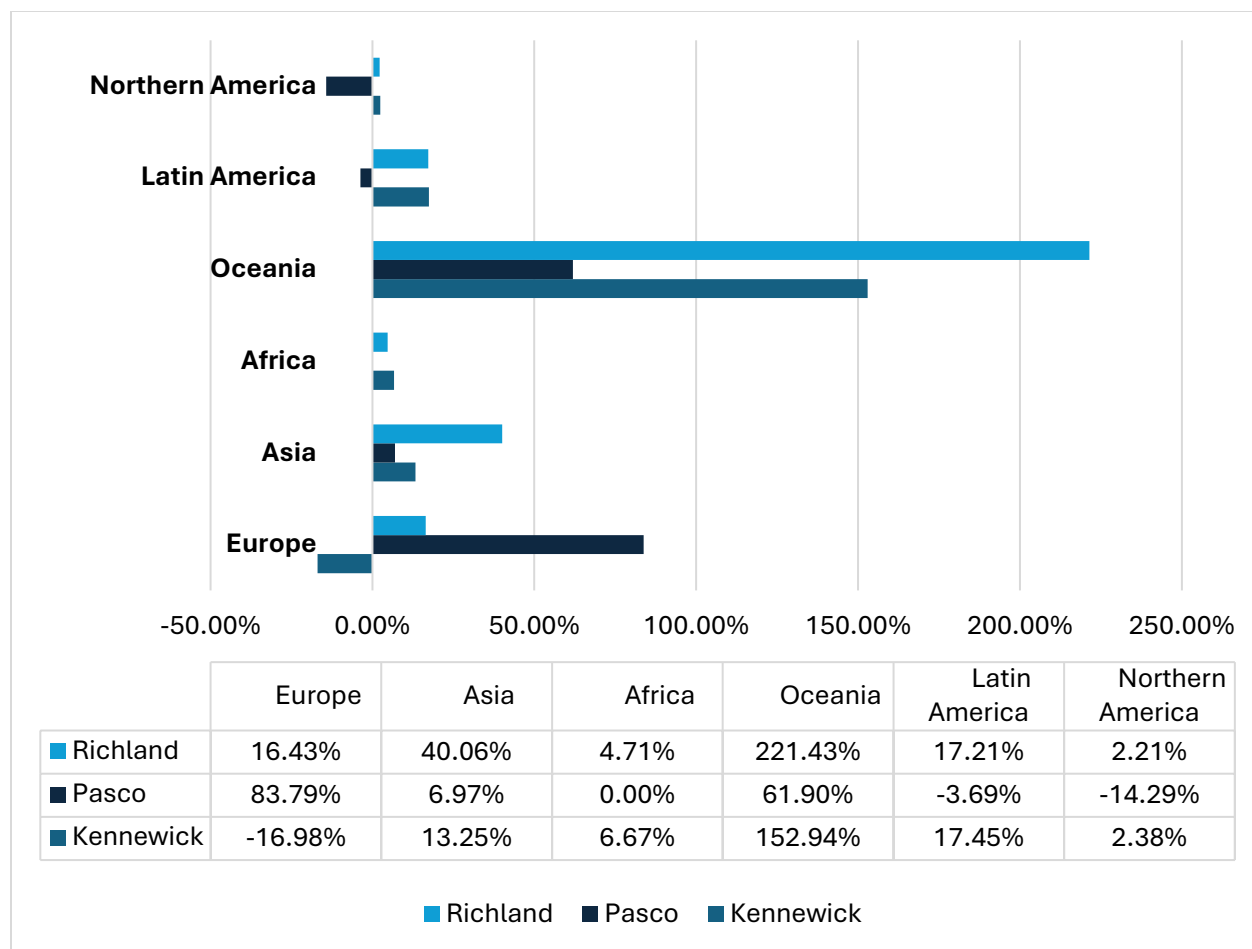
Table 10—Foreign-Born Residents by Continent of Origin

Continent	Richland	Pasco	Kennewick
Europe	21.1%	7.9%	9.8%
Asia	49.6%	6.0%	18.1%
Africa	5.4%	1.5%	3.2%
Oceania	0.8%	0.2%	0.4%
Latin America	17.9%	83.7%	66.0%
Northern America	5.1%	0.8%	2.6%

Data Source: 2018–2022 ACS Estimates

From 2017 to 2022, the percentage of foreign-born residents remained relatively consistent at 15 percent of the population. Figure 1 depicts the percent change in continent of origin from 2017 to 2022. In Richland and Kennewick, foreign-born residents from Oceania experienced the greatest increase in population. However, it is important to note the small sample size, which may overrepresent the data. In Pasco, foreign-born residents from Europe experienced the greatest increase.

Figure 1—Percent Change in Continents of Origin (2017–2022)



Data Source: 2013–2017 ACS Estimates (Base Year) and 2018–2022 ACS Estimates (Most Recent Year).

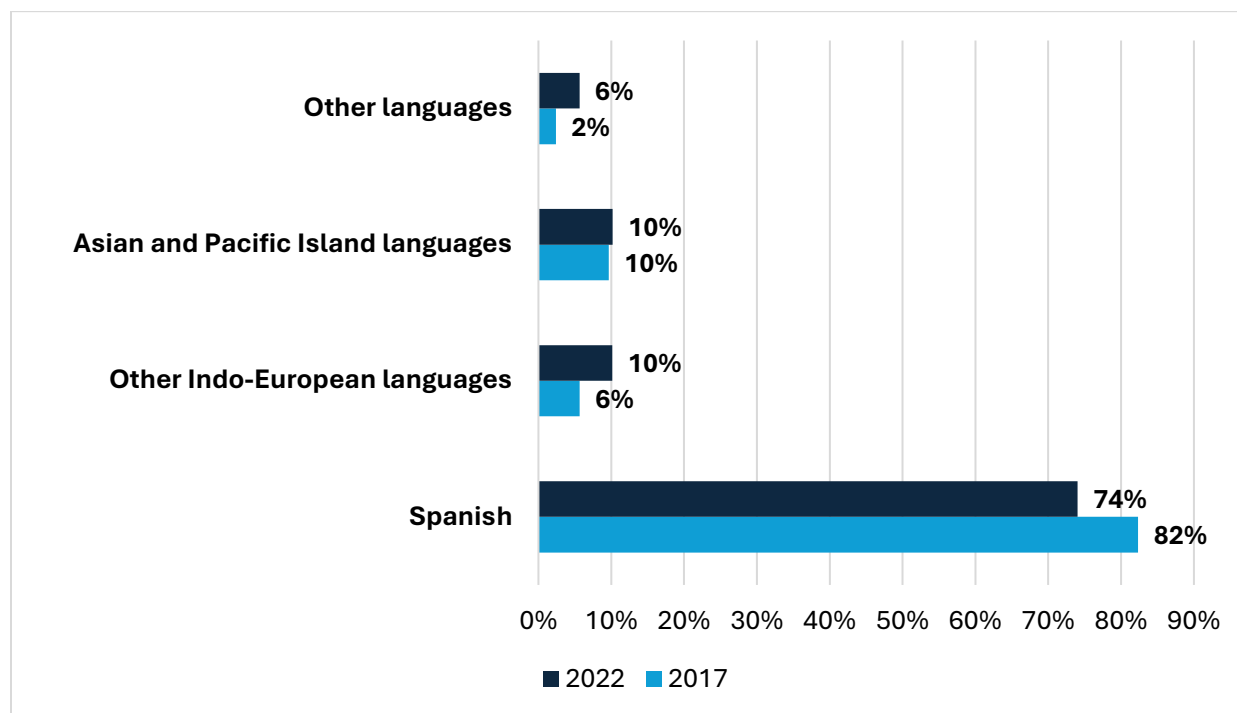
Limited-English Proficiency

Both foreign-born and native residents may have Limited English Proficiency (LEP). For the purposes of data collection, the U.S. Census Bureau considers a person to have LEP if they read, write, speak, and understand English “less than very well.” In practice, people with LEP lack fluency in the English language. Similarly to foreign-born residents, LEP residents have additional barriers to understanding rental contracts, fair housing protections, and laws.

In 2022, approximately 5 percent (3,955 people) of Tri-Cities households were LEP. Seventy-four percent of those households spoke Spanish as their primary language.

From 2017 to 2022, the number of LEP households decreased in the Tri-Cities by a little more than one percent. However, the diversity of languages spoken increased. Figure 2 depicts the primary language spoken by LEP households in 2017 and 2022. In that time, LEP households speaking Spanish decreased approximately eight percent, while the percentage of LEP households speaking other languages increased.

Figure 2—Languages Spoken Other than English (2017 and 2022)



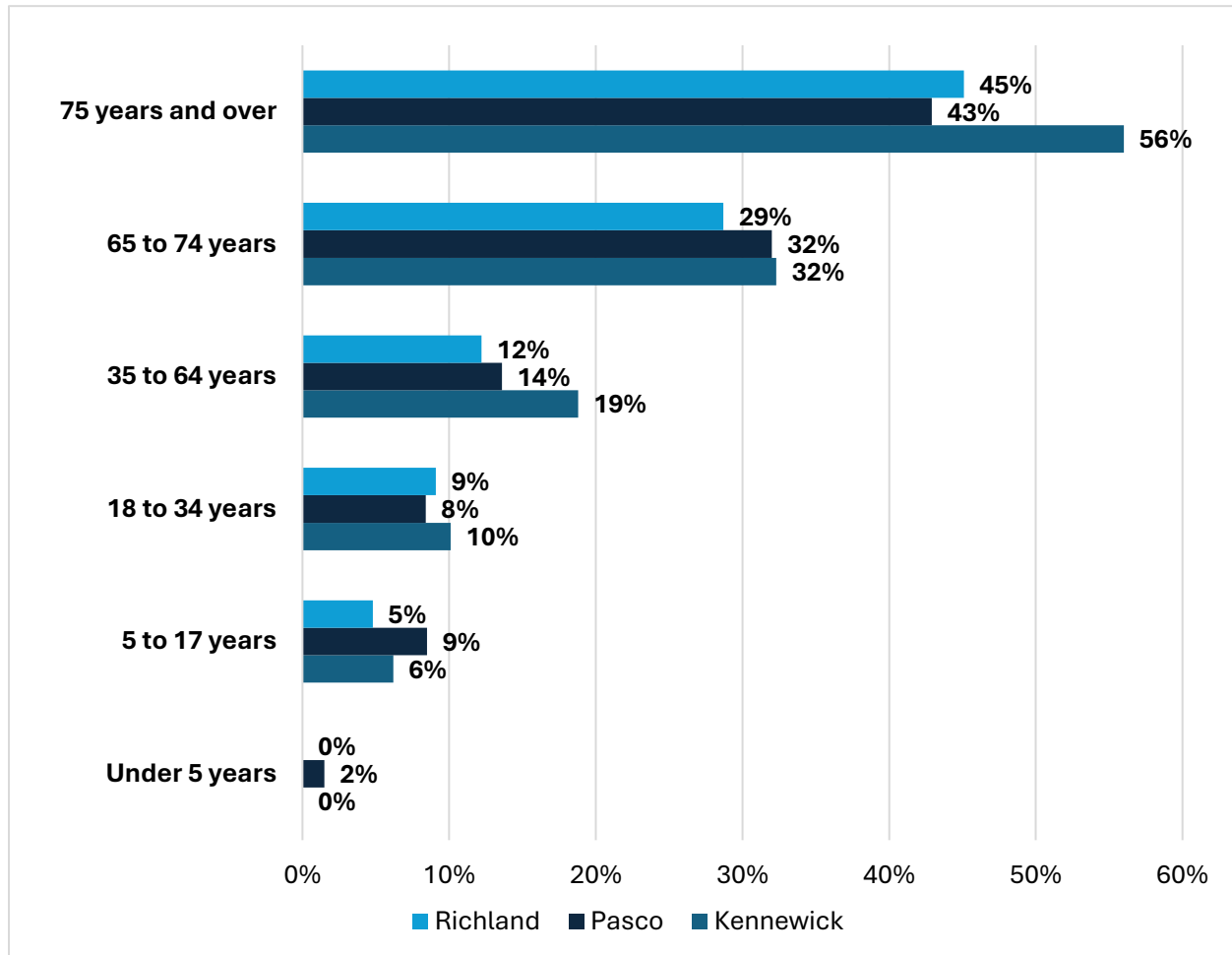
Data Source: 2013–2017 ACS Estimates (Base Year) and 2018–2022 ACS Estimates (Most Recent Year).

People with Disabilities

People with disabilities may need additional support to obtain and maintain housing that suits their needs. People with physical disabilities may require modifications to units to ensure accessibility. People with cognitive disabilities may need services and support to maintain independent living.

In 2022, approximately 14 percent of Tri-Cities residents lived with a disability. The most common forms of disability were ambulatory difficulty, cognitive difficulty, and difficulty living independently. Figure 3 depicts the percentage of people living with a disability in each age category. As seen in the figure, older populations lived with disabilities at a greater rate than younger populations.

Figure 3—Disability by Age



Data Source: 2018–2022 ACS Estimates.

From 2017 to 2022, the percentage of residents living with a disability increased in both Pasco and Kennewick by approximately 2 percent, while the percentage of residents living with a disability decreased by approximately 1 percent in Richland. Table 11 depicts the disability rates in each city in 2017 and 2022.

Table 11—Disability as a Percentage of the Population

City	2017	2022
Richland	14.3%	13.2%
Pasco	10.1%	12.2%
Kennewick	14.1%	16.4%

Data Source: 2013–2017 ACS Estimates (2017) and 2018–2022 ACS Estimates (2022).

Household Type

Different household types, such as roommates, presence of children, or presence of a senior, have unique housing needs, such as number of rooms, access to schools, and accessibility options.

Most households (rentals and owner-occupied) in the Tri-Cities did not include children. Table 12 depicts the percentage of household types by whether there are children present in the home. The most common household type was married couples without children, representing 29 percent of households in 2022. Married couples were also the most likely to have children, representing 20 percent of total households.

Nearly a quarter of all households consisted of a female household with no spouse present. In Kennewick and Richland, approximately 15 percent of the population lived alone, compared to just 8 percent in Pasco. Table 11 depicts the percentage of family types in each city.

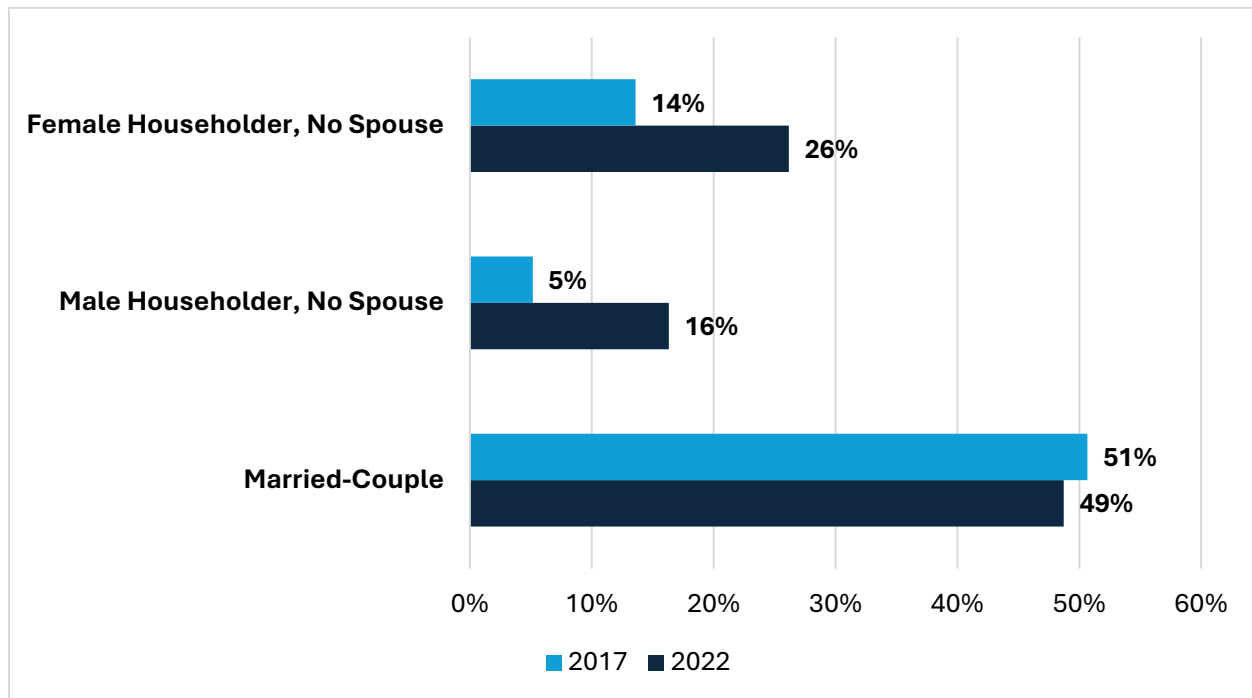
Table 12—Household Type as a Percentage of the Population

Household Type	With Children	Without Children	Total
Married Couple	20%	29%	49%
Cohabiting Couple	5%	4%	9%
Single Male Household	2%	15%	16%
Single Female Household	7%	19%	26%
Total	33%	67%	100%

Data Source: 2018–2022 ACS Estimates.

From 2017 to 2022, there have been some shifts in the household makeup of the Tri-Cities. Figure 4 depicts the percentage of certain household types in 2017 and 2022. In 2017, married couples accounted for a slightly larger percentage of households. Since 2017, the percentage of households occupied by either a single male or a single female has increased.

Figure 4—Household Types as a Percentage of Total Households (2017 and 2022)



Data Source: 2013–2017 ACS Estimates (Base Year) and 2018–2022 ACS Estimates (Most Recent Year).

Income Trends

Income is one of several factors used to determine a household’s eligibility for a home mortgage loan or an apartment lease. Income directly affects a household’s ability to pay for not only housing but other necessities such as transportation, food, and childcare. Households with lower incomes and households in poverty often experience greater housing challenges, such as difficulty making housing payments or choosing to live in substandard units due to cost savings.

Median Income

Median income provides insight into the purchasing power of households, which directly affects their ability to obtain and maintain housing.

Median income can vary for different groups of people. Table 13 displays the household median income for various groups. All non-White racial and ethnic categories, besides Asian residents in Richland, had a median income less than the overall median income. This was also true of households with members over the age of 65, foreign-born residents, and unmarried households.

Table 13—Median Incomes of Selected Protected Classes

	Kennewick	Pasco	Richland
Total Household Median Income	\$70,429.00	\$75,316.00	\$89,283.00
Race	-	-	-
White	\$74,202.00	\$83,043.00	\$91,000.00
Black	\$45,521.00	\$58,424.00	\$82,917.00
Asian	\$75,852.00	\$71,700.00	\$95,714.00
Hispanic	\$57,804.00	\$64,372.00	\$66,776.00
Age	-	-	-
25 to 44 years	\$67,289.00	\$79,361.00	\$91,137.00
45 to 64 years	\$92,575.00	\$89,922.00	\$117,380.00
65 years and over	\$61,485.00	\$61,263.00	\$65,224.00
Family Type	-	-	-
Married	\$100,625.00	\$101,474.00	\$126,750.00
Female Householder	\$45,187.00	\$44,621.00	\$58,125.00
Male Householder	\$ 62,179.00	\$66,325.00	\$71,250.00
Foreign Born	-	-	-
Foreign-Born	\$64,463.00	\$61,305.00	N/A
Native	\$71,894.00	\$86,977.00	N/A

Data Source: 2018–2022 ACS Estimates.

Since 2017, the median income has increased for most populations. Table 14 depicts the percent change in household median income from 2017 to 2022. This chart depicts which median incomes grew more or less rapidly than the overall median income. The table indicates that certain groups, such as Hispanic, seniors, foreign-born residents, and people with a disability had median incomes that grew at a greater rate than the overall median income.

Table 14—Change in Median Income (2017–2022)

	Kennewick	Pasco	Richland
Total Household Median Income	29%	26%	26%
Race	-	-	-
White	29%	29%	27%
Black	45%		-12%
Asian	19%	15%	0%
Hispanic	41%	44%	45%
Age	-	-	-
25 to 44 years	26%	23%	30%
45 to 64 years	22%	41%	12%
65 years and over	47%	50%	23%
Family Type	-	-	-
Married	27%	34%	20%
Female Householder	67%	42%	51%
Male Householder	12%	49%	10%
Foreign-Born	-	-	-
Foreign-Born	54%	39%	N/A
Native	24%	27%	N/A

Data Source: 2013–2017 ACS Estimates (Base Year) and 2018–2022 ACS Estimates (Most Recent Year).

Low Income Residents

As described in the previous section, households with different characteristics often have lower median incomes than the city average (Table 12). This section provided information about household incomes combined with other household characteristics, including household size and household type. Area median income (AMI) is used to determine if a household is considered low- or moderate-income. Households earning less than 50 percent AMI are considered low-income, and households earning less than 30 percent AMI are considered extremely low-income. Understanding the number and characteristics of low- and moderate-income households helps communities identify housing needs.

Table 15 presents the 2024 low- and moderate-income limits for the Kennewick-Richland metropolitan statistical area (MSA), which covers Kennewick, Richland, and Pasco. For example, a four-person household is considered low- to moderate-income if they earned less than \$79,900 annually (highlighted in yellow in the table).

Table 15—Kennewick-Richland, WA MSA HUD Income Limits (2024)

Income Category	1 Person in Household	2 People in Household	3 People in Household	4 People in Household	5 People in Household	6 People in Household
Extremely Low-Income (0–30% AMI)	\$21,000	\$24,000	\$27,000	\$29,950	\$32,350	\$34,750
Low-Income (30–50% AMI)	\$35,000	\$40,000	\$45,000	\$49,950	\$53,950	\$57,950
Moderate-Income (50–80% AMI)	\$55,950	\$63,950	\$71,950	\$79,900	\$86,300	\$92,700

Data Source: 2024 HUD Income Limits Documentation.

In the Tri-Cities, certain household types are more likely to be low- and moderate-income. Table 16 presents the number of low- and moderate-income households in the Tri-Cities by family type. Overall, 39 percent of households in the Tri-Cities were considered low- to moderate-income in 2020. In each income category, small families (2–4 people) comprised the greatest share of low- to moderate-income households. Additionally, households with at least one senior present also comprised a significant portion of low- to moderate-income households. 33 percent of extremely low-income households, 40 percent of low-income households, and 29 percent of moderate-income households included at least one senior.

Table 16—Income Category by Family Type

Household Type	Extremely Low-Income	Low-Income	Moderate-Income
Total Households	7,945	8,215	13,285
Small-Family Households	2,395	2,515	5,530
Large-Family Households	655	1,005	1,695
Household contains at least one person aged 62 to 74 years of age	1,639	1,655	2,560
Household contains at least one person aged 75 or older	1,014	1,630	1,345
Household contains one or more children aged 6 years or younger	1,479	1,735	3,205

Data Source: 2016–2020 CHAS Estimates.

Poverty

Many low- and extremely low-income households live in poverty. Households in poverty lack sufficient resources to meet their basic needs. Certain groups experience poverty at higher rates than the community as a whole.

In 2022, the overall poverty rate in the Tri-Cities was 12 percent. Richland had the lowest poverty rate (7.5 percent), while the poverty rates in Kennewick and Pasco were 13.7 and 13.1 percent, respectively. Since 2017, poverty rates across all three cities have decreased.

Table 17 outlines the instances of people in poverty by race and ethnicity in the Tri-Cities. As seen in the table, poverty rates among Black or African American households, American Indian and Alaska Native, multiracial, and Hispanic households were higher than the overall poverty rate in 2022.

Table 17—Poverty Rates by Race and Ethnicity

Race and Ethnicity	People in Poverty	Poverty Rate	% Difference to Overall Poverty Rate
White alone	13,491	9%	-3%
Black or African American alone	1,001	21%	9%
American Indian and Alaska Native alone	690	26%	14%
Asian alone	580	8%	-4%
Native Hawaiian and Other Pacific Islander alone	10	2%	-10%
Some other race alone	6,068	22%	11%
Two or more races	4,002	15%	3%
Hispanic or Latino origin (of any race)	14,156	19%	7%
White alone, not Hispanic or Latino	9,034	7%	-5%

Data Source: 2018–2022 ACS Estimates.

Table 18 depicts the poverty rate for people with disabilities and people without disabilities in each city. In each city, the poverty rate for people with disabilities was higher than the overall poverty rate for people without disabilities. In Richland and Pasco, the poverty rate for people with a disability was more than double the poverty rate for people without a disability.

Table 18—Poverty Rates for People with Disability

City	Poverty Rate (with a Disability)	Poverty Rate (without a Disability)
Richland	11%	5%
Kennewick	18%	10%
Pasco	21%	10%

Data Source: 2018–2022 ACS Estimates.

Table 19 presents the poverty rate for different types of family situations in the Tri-Cities. Married couples had the lowest poverty rate of 5 percent, while female households had the highest poverty rate, which was double the poverty rate of the Tri-Cities as a whole.

Table 19—Poverty Rates by Familial Status

Familial Status	Poverty Rate
Married	5%
Female Household	25%
Male Household	12%

Data Source: 2018–2022 ACS Estimates.

Table 20 presents the poverty rate for foreign-born residents in Pasco and Kennewick (data was not available for Richland). In both cities, the poverty rate for foreign-born residents was higher than it was for native residents.

Table 20—Poverty Rates by National Origin

City	Poverty Rate of Native-Born Residents	Poverty Rate of Foreign-Born Residents
Kennewick	12.9%	19.2%
Pasco	12.6%	15.0%

Data Source: 2018–2022 ACS Estimates.

Table 21 presents the poverty rate of two age brackets. In Pasco, seniors had the greatest poverty rate and the greatest disparity in poverty rate when compared to the 18–64 income category.

Table 21—Poverty Rates by Age

City	Poverty Rate of Residents Aged 18–64	Poverty Rate of Residents Aged 65+
Kennewick	11.9%	11.7%
Pasco	11.5%	13.4%
Richland	6%	6.3%

Data Source: 2018–2022 ACS Estimates.

Housing Trends

An affordable, adequate, and accessible housing stock ensures that community members can find units that fit their needs. Understanding the housing trends currently experienced in the Tri-Cities helps the community make informed decisions about projects and programs.

Housing Problems

The number and type of housing problems provide information regarding housing costs and the rehabilitation needs of housing units. Certain groups may be at a greater risk of housing problems due to limited financial resources, unfair housing practices, and other considerations. While the housing problems discussed in this section does not represent all housing issues, the data highlights specific areas of need within the community.

The CHAS provides data on housing problems. During the fair housing planning process, the most recent CHAS estimates were derived from 2020 ACS data. CHAS defines a housing problem as a household experiencing at least one of the following four conditions:

- The housing unit lacks complete kitchen facilities.
- The housing unit lacks complete plumbing facilities.
- The household is crowded (more than one person per room).
- The household is cost-burdened (the household spends between 30 percent and 50 percent of its income on housing costs).

CHAS also provides information on severe housing problems. HUD defines a severe housing problem as a household experiencing at least one of the following four conditions:

- The housing unit lacks complete kitchen facilities.
- The housing unit lacks complete plumbing facilities.
- The household is severely crowded (more than 1.5 people per room).
- The household is severely cost-burdened (the household spends more than 50 percent of its income on housing costs).

Housing cost burden and severe housing cost burden were the most common housing problems in the Tri-Cities in 2020. Tables 22 and 23 outline the housing problems experienced by renter and

owner households. Listed below are the percentages of Tri-Cities households who experienced both housing cost burden and severe housing cost burden.

- Kennewick: 16 percent housing cost burden and 10 percent severe housing cost burden.
- Pasco: 13 percent housing cost burden and 10 percent severe housing cost burden.
- Richland: 12 percent housing cost burden and 7 percent severe housing cost burden.

Table 22—Housing Problems (Renters)

Housing Problem	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Substandard Housing	155	270	85	70	640
Severely Overcrowded	90	145	210	25	525
Overcrowded	200	290	390	175	1,145
Severe Housing Cost Burden	3,125	985	195	10	4,355
Housing Cost Burden	655	2,600	1,970	245	5,660
Zero/Negative Income (and none of the above problems)	335	0	0	0	335

Data Source: 2016–2020 CHAS Estimates.

Table 23—Housing Problems (Owners)

Housing Problem	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Substandard Housing	15	0	0	10	115
Severely Overcrowded	10	90	20	0	255
Overcrowded	40	84	290	60	825
Severe Housing Cost Burden	1,520	665	410	30	2,725
Housing Cost Burden	385	905	2,220	780	4,785

Housing Problem	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Zero/Negative Income (and none of the above problems)	180	0	0	0	180

Data Source: 2016–2020 CHAS Estimates.

CHAS data indicates certain populations (such as elderly households) and household types were more affected by housing problems. As defined by HUD, the four housing problems are insufficient plumbing, insufficient kitchen facilities, overcrowding, and/or a housing cost burden. Analyzing occurrences of housing problems across different populations is useful because it demonstrates the interaction between cost burden, overcrowding, and substandard housing conditions. As shown in Table 22 and Table 23, housing cost burden is the most significant housing problem experienced by both renter- and owner-occupied households. Additional observations from this analysis are described below.

- Renter households experienced housing issues at a higher rate than owner-occupied households: 50 percent of rental households experienced a housing problem compared to just 18 percent of owner-occupied households. Compared to 2011–2015 CHAS estimates, these trends have largely stayed the same. In 2015, 46 percent of renters and 17 percent of owners experienced one of the two forms of housing cost burden. In 2022, those figures were 40 percent and 15 percent, respectively.
- Extremely low-income households were more likely to experience housing problems than low- and moderate-income households: 84 percent of extremely low-income households, 73 percent of low-income households, and 44 percent of moderate-income households experienced a housing problem. This trend was also observed in 2015 CHAS estimates, in which 88 percent of extremely low-income households, 73 percent of low-income households, and 48 percent of moderate-income households experienced a housing problem.
- Households in Kennewick and Pasco experienced housing problems at a higher rate than households in Richland, as 30 percent of households in Kennewick and 31 percent of households in Pasco experienced a housing problem, compared to 22 percent in Richland.
- Elderly households and small families (2–4 people) comprised the greatest share of severely cost-burdened households, and 45 percent of severely cost-burdened owner households had at least one elderly member.
- Single family households were the most likely to experience overcrowding compared to non-family and multi-family households.

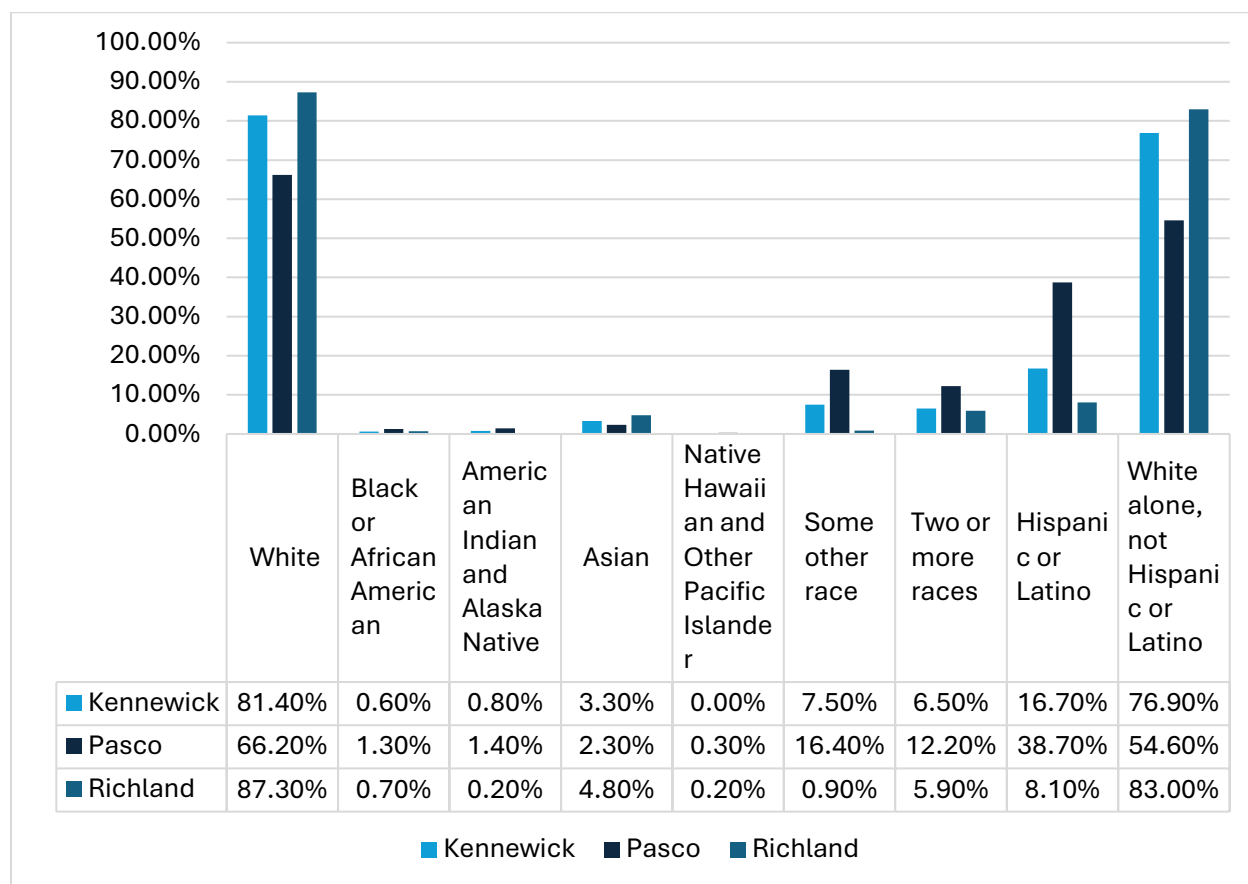
Since 2020, rents continue to increase in the Tri-Cities. From 2022 to 2024, median rents increased 20 percent in Kennewick, 15 percent in Richland, and 17 percent in Pasco (Zillow). Unaffordable rents exacerbate housing problems including overcrowding and housing cost burden.

Homeownership

Homeownership provides meaningful opportunities for community members to integrate into a community with stable housing. Historically, certain groups have had limited homeownership opportunities due to restrictive borrowing practices and economic factors.

For example, homeownership rates vary across racial and ethnic groups. Figure 5 displays the homeownership rates for each racial and ethnic group in 2022. Across all three cities, homeownership rates were greatest among households identifying as White. Black or African American, American Indian and Alaska Native, and Native Hawaiian and Pacific Islander households had the lowest rate of homeownership. Homeownership rates among non-White households are higher in Pasco compared to the other two cities.

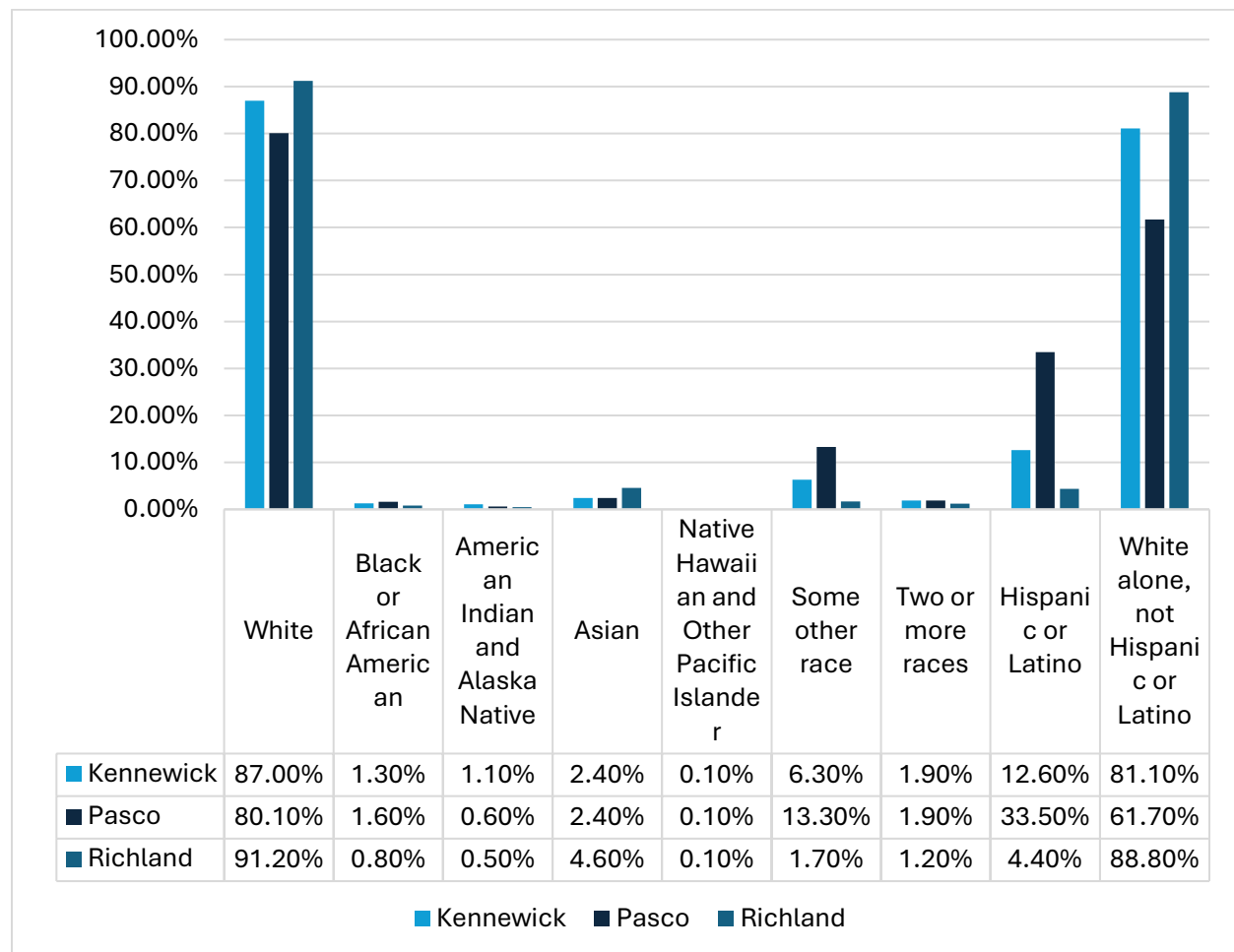
Figure 5—Homeownership Rates by Race and Ethnicity in 2022



Data Source: 2018–2022 ACS Estimates.

Since 2017, some groups have gained access to homeownership. Figure 6 provides homeownership rates by race and ethnicity in 2017. In comparing 2017 to 2022 data, homeownership rates for non-White households generally increased. One notable exception is Black or African American households, in which homeownership rates decreased across all three cities.

Figure 6—Homeownership Rates by Race and Ethnicity in 2017



Data Source: 2013–2017 ACS Estimates.

Homelessness

Homelessness results from complex situations that include income, housing, and social factors. People experiencing homelessness often face unique challenges to obtaining and maintaining housing. Some groups of people may be at a greater risk of experiencing homelessness due to vulnerabilities associated with their specific protected class. Understanding the demographics of people experiencing homelessness helps the community tailor shelter and supportive services to best support people experiencing homelessness.

Data on the demographics of people who are experiencing homelessness comes from the 2023 Tri-Cities HOME American Rescue Plan Program (HOME-ARP) Allocation Plan that included data from the Benton Franklin Continuum of Care. The data is derived from a 2021 Homeless Management Information System report, which provides demographic information on the number of individuals and households experiencing homelessness throughout the year. The report found that in 2021, 1,159 people from 779 households experienced homelessness. The tables below present data at the individual level.

Certain populations within the Tri-Cities represented a greater share of the population experiencing homelessness than other populations. Table 24 provides demographic information from the 2021 Homeless Management Information System report. Hispanic residents comprised 38 percent of the homeless population, despite representing 30 percent of the total population. Forty-four percent of people experiencing homelessness lived with a disability, while just 14 percent of the total population lived with a disability.

Table 24—Demographics of Individuals Experiencing Homelessness in Benton and Franklin Counties (2021)

Group	Homeless Population	Percentage of Homeless Population	General Population
Gender	-	-	-
Male	579	50%	50%
Female	579	50%	50%
Trans/Non-Binary/Questioning	1	Less than 1%	-
Race/Ethnicity	-	-	-
White, Non-Hispanic	606	52%	62%
Black/African American/African	75	7%	3%
American Indian, Alaskan Native, or Indigenous	11	1%	2%
Asian/Asian American	10	1%	4%
Native Hawaiian or Other Pacific Islander	7	1%	1%
Hispanic/Latino	439	38%	30%
Age	-	-	-
Under 18	405	35%	28%
18–24	125	11%	9%
25–64	591	51%	50%
65 and Older	34	3%	14%
Veteran Status	-	-	-
Veteran	24	2%	8%

Group	Homeless Population	Percentage of Homeless Population	General Population
Disability	-	-	-
Disabling Condition	509	44%	14%
Of Those with a Disabling Condition*:	-	-	-
Physical Disability	258	51%	-
Chronic Health Condition	267	52%	-
Substance Use Disorder	127	25%	-
Mental Health Disorder	300	59%	-
Developmental Disability	125	25%	-
Type of Homelessness	-	-	-
Unaccompanied Youth	106	9%	-
Chronically Homeless	155	13%	-

Data Source: Tri-Cities HOME-ARP Allocation Plan (2023).

*Note that many people have multiple disabilities. The percentages in this group will not add to 100.

In the past five years, people experiencing homelessness in the Tri-Cities were more likely to experience sheltered homelessness than unsheltered homelessness. Sheltered homelessness is defined by HUD as individuals or families living in temporary living arrangements, such as congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or government programs. Table 25 provides the number and percentage of people experiencing sheltered and unsheltered homelessness from 2018 to 2023. Of note, unsheltered homelessness grew smaller in percentage from 2018 to 2022 but increased significantly from 2022 to 2023, accounting for 40 percent of total instances of homelessness as described in the Point-in-Time count.

Table 25—Sheltered vs. Unsheltered Homelessness Counts (2018–2023)

Year	Total Population Experiencing Homelessness	Sheltered Homelessness	Sheltered Homelessness Percentage	Unsheltered Homelessness	Unsheltered Homelessness Percentage
2018	163	83	51%	80	49%
2019	222	175	79%	47	21%
2020	190	155	82%	35	18%
2021*	106	106	-	N/A	-
2022	215	199	93%	16	7%
2023	148	89	60%	59	40%

Data Source: Tri-Cities HOME-ARP Allocation Plan (2023).

*Note that the annual Point-in-Time count did not include unsheltered homelessness in 2021 due to the COVID-19 pandemic.

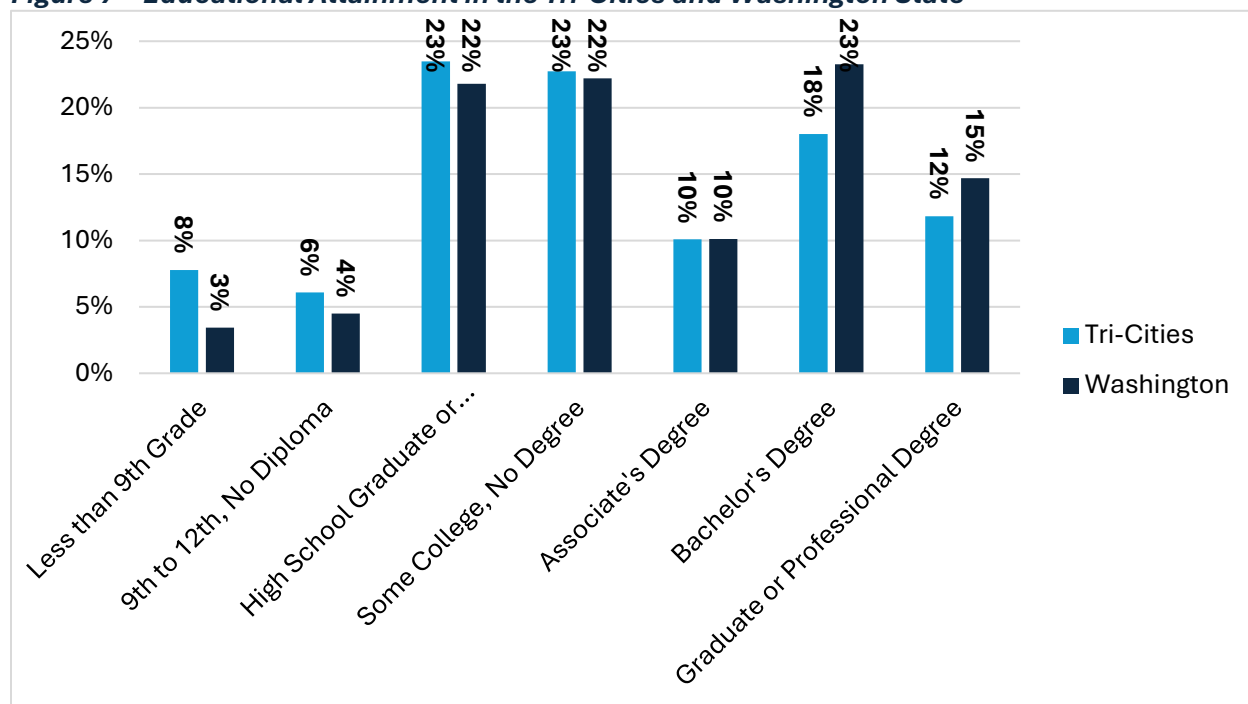
Education Trends

Access to education provides community members with opportunities to obtain higher-paying jobs and improve their quality of life. Many factors, such as poverty and geographic location, impact the quality of education people may receive. Understanding barriers to education for certain populations helps communities implement programs and practices to improve educational attainment.

Educational Attainment

Overall, Tri-Cities residents have a lower level of educational attainment than Washington residents. Figure 7 depicts the educational attainment of Tri-Cities and Washington residents over the age of 25 in 2022. Compared to Washington State as a whole, there was a lower percentage of residents with bachelor’s degrees and graduate degrees. Additionally, a greater percentage of Tri-Cities residents have less than a high school education.

Figure 7—Educational Attainment in the Tri-Cities and Washington State



Data Source: 2018–2022 ACS Data.

Educational attainment varies by racial or ethnic group. Table 26 presents the percentage of various racial or ethnic groups that attained a high school diploma or a bachelor's degree. In 2022, Asian and Hispanic residents were less likely than White residents to obtain a high school diploma, while Black and Hispanic residents were less likely than White residents to obtain a bachelor's degree.

Table 26—Educational Attainment by Race and Ethnicity

Group	High School Graduate	Bachelor's Degree
White	92%	32%
Black	93%	28%
Asian	79%	53%
Hispanic	64%	12%

Data Source: 2018–2022 ACS Estimates.

Since 2017, education attainment for minority racial and ethnic groups has increased. Table 27 presents the educational attainment of different racial and ethnic groups in 2017 and 2022. In that period, the percentage of Hispanic residents receiving high school diplomas increased by 7 percent while the number of Asian residents receiving bachelor's degrees increased by 9 percent.

Table 27—Educational Attainment by Race and Ethnicity (2017–2022)

Group	2017		2022	
	High School Graduate	Bachelor's Degree	High School Graduate	Bachelor's Degree
White	90%	29%	92%	32%
Black	87%	22%	93%	28%
Asian	82%	44%	79%	53%
Hispanic	57%	14%	64%	12%

Data Source: 2013–2017 ACS Estimates (Base Year) and 2018–2022 ACS Estimates (Most Recent Year).

Access to Opportunity

Overview

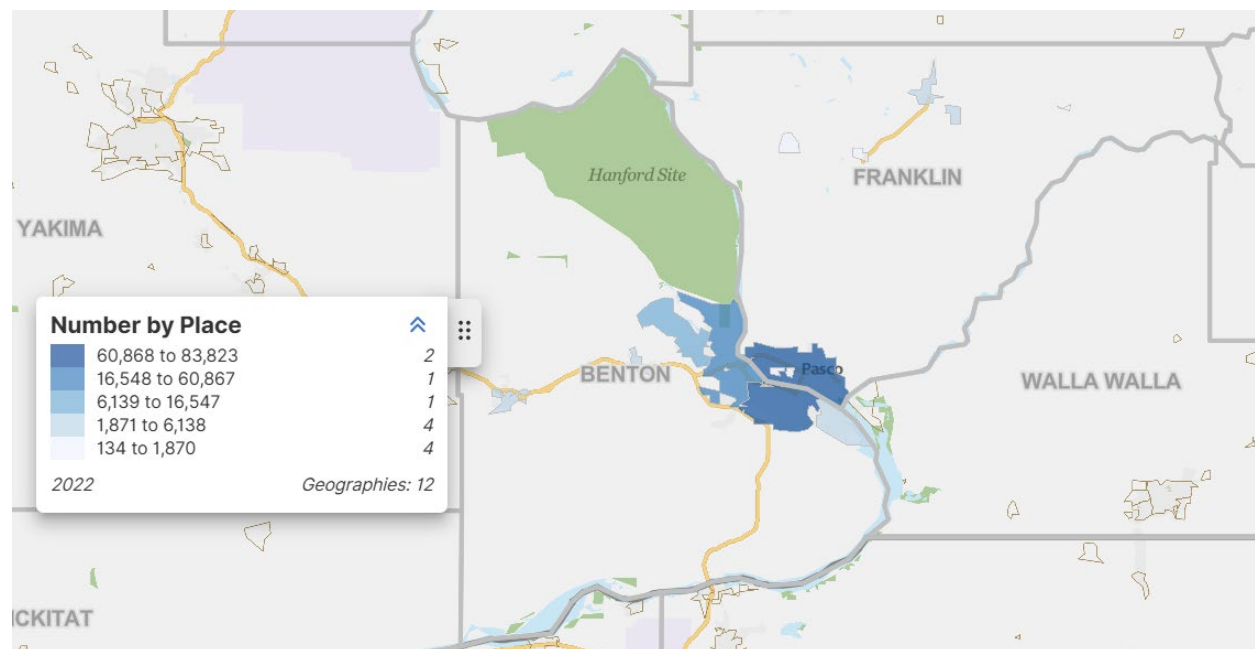
Access to opportunity refers to factors that affect community members' quality of life and ability to maintain stable housing. For instance, where a person resides, the characteristics of that neighborhood, and how close they are to public transportation all impact how residents live, work, and socialize. Understanding geographic and transportation trends, particularly in how they affect certain groups, provides valuable information to communities to help remove barriers to opportunity. This section analyzes geographic features and trends, transportation patterns, and identified needs.

Geographic Features

Geographic features, such as rivers, city and county boundaries, and land use, set the parameters for how residents live and move throughout their communities. Oftentimes, geographic features cannot be changed, but communities can work to overcome barriers these features may cause or capitalize on opportunities they may provide. The maps included in this section were created from the United States Census Bureau website. The mapping software recognizes West Pasco as a distinct entity within the Pasco city limits.

The Tri-Cities has a unique geographic position. Figure 8 depicts the populations of the Tri-Cities and surrounding areas. Figure 9 depicts the geography of the Tri-Cities. Located in Eastern Washington, the Tri-Cities is situated at the confluence of the Columbia, Yakima, and Snake Rivers. The Columbia River separates Richland and Kennewick from Pasco. As a result, Richland and Kennewick are located within Benton County, while Pasco is located within Franklin County.

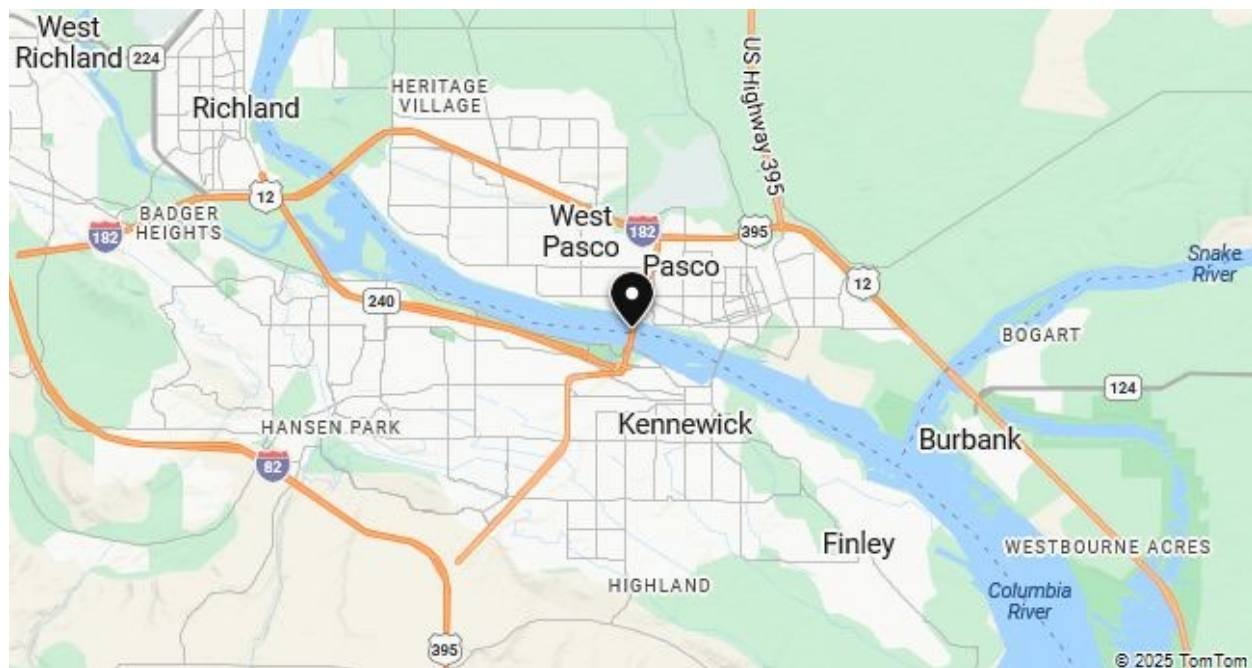
Figure 8—Map of Benton and Franklin Counties



Data Source: U.S. Census Bureau (2025).

In both counties, the population is concentrated around the Tri-Cities. Figure 9 depicts the populations of the Tri-Cities and surrounding areas. Pasco (which includes West Pasco), Richland, and Kennewick have the greatest populations in the region. The surrounding areas of West Richland, Benton City, Finley, and Prosser also have notable populations. The remaining areas within Benton and Franklin Counties are mostly farmland. Production, manufacturing, and food processing are noted industries in the region.

Figure 9—Map of Tri-Cities



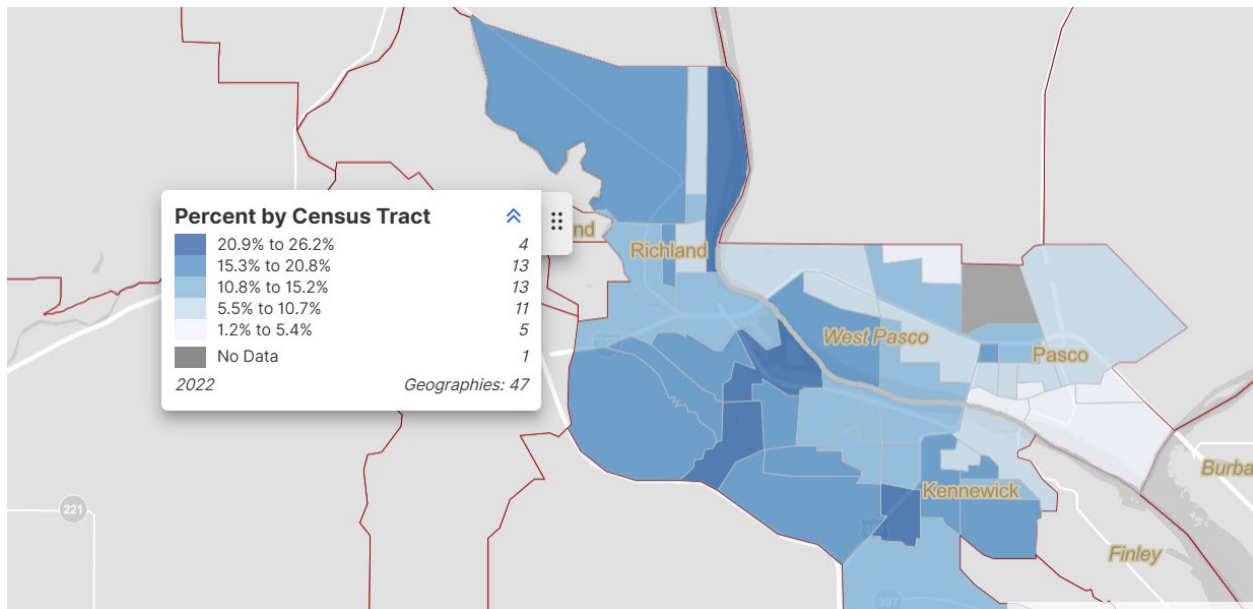
Data Source: TomTom (2025).

Geographic Trends

Geographic trends emerge thanks in part to the arrangement of geographic features and other socioeconomic factors. Maps help to illuminate some of these trends. In particular, maps help to identify areas in which concentrations of people belonging to certain populations may reside. Understanding these trends help communities distribute resources effectively.

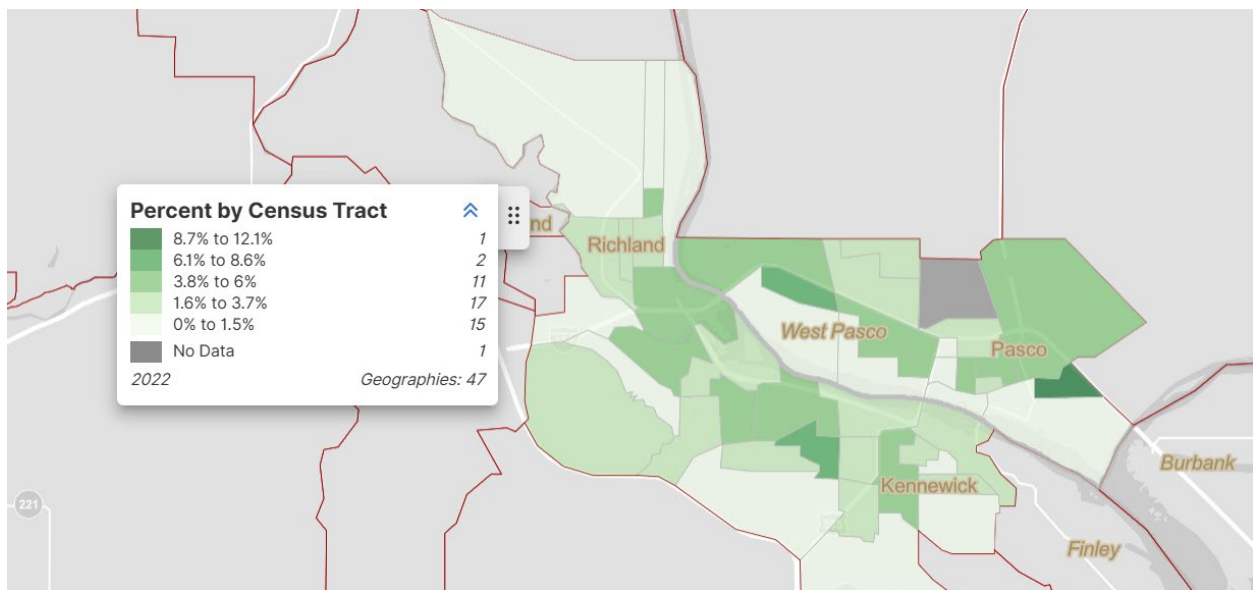
In the Tri-Cities, certain census tracts tend to have more members of certain groups living there than other census tracts. Figures 10–18 depict the percentage of residents belonging to different groups throughout the Tri-Cities in 2022. The maps are organized by census tract. Census tracts represented by darker shades indicate higher percentages of that group.

Figure 10—Residents Over the Age of 65



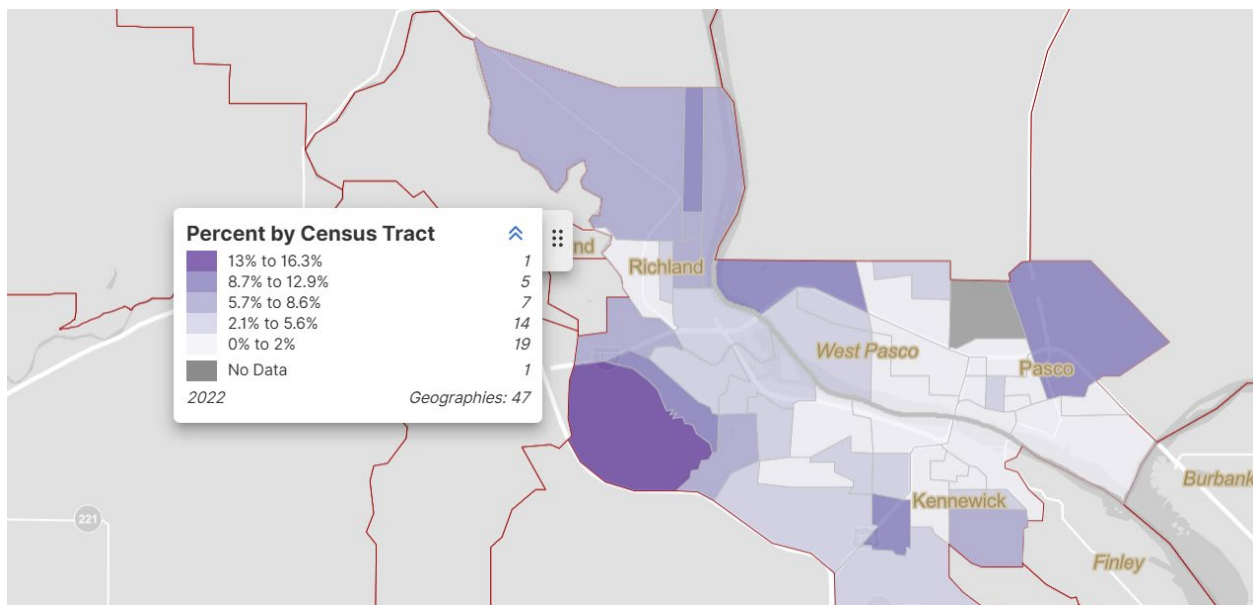
Data Source: 2018–2022 ACS Estimates.

Figure 11—Residents Identifying as Black



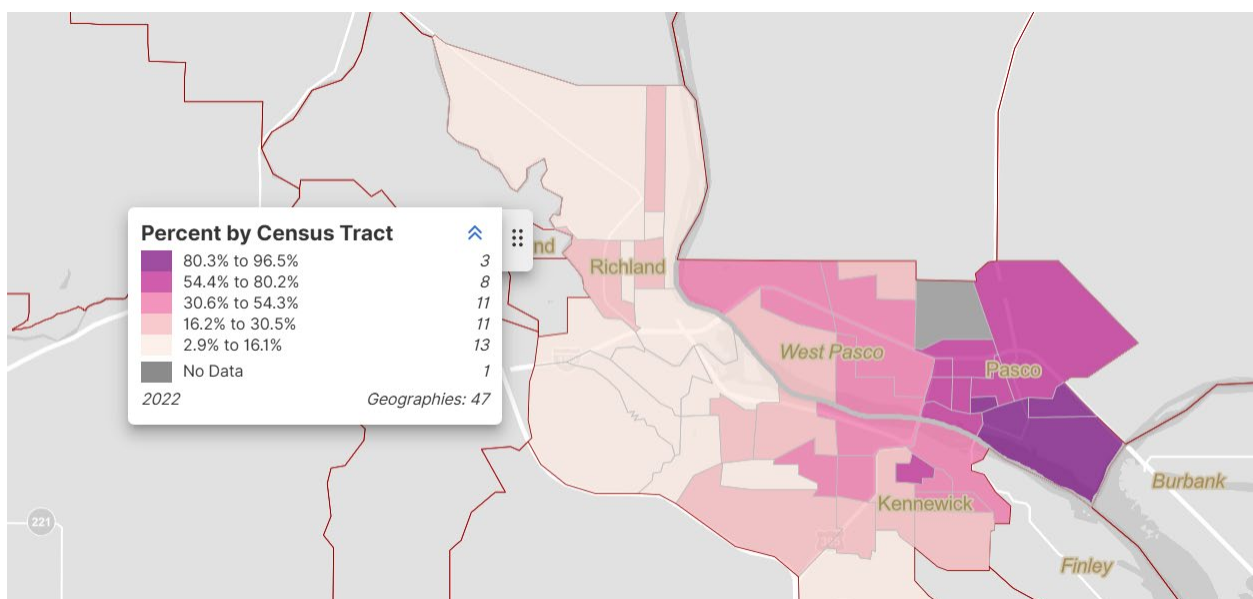
Data Source: 2018–2022 ACS Estimates.

Figure 12—Residents Identifying as Asian



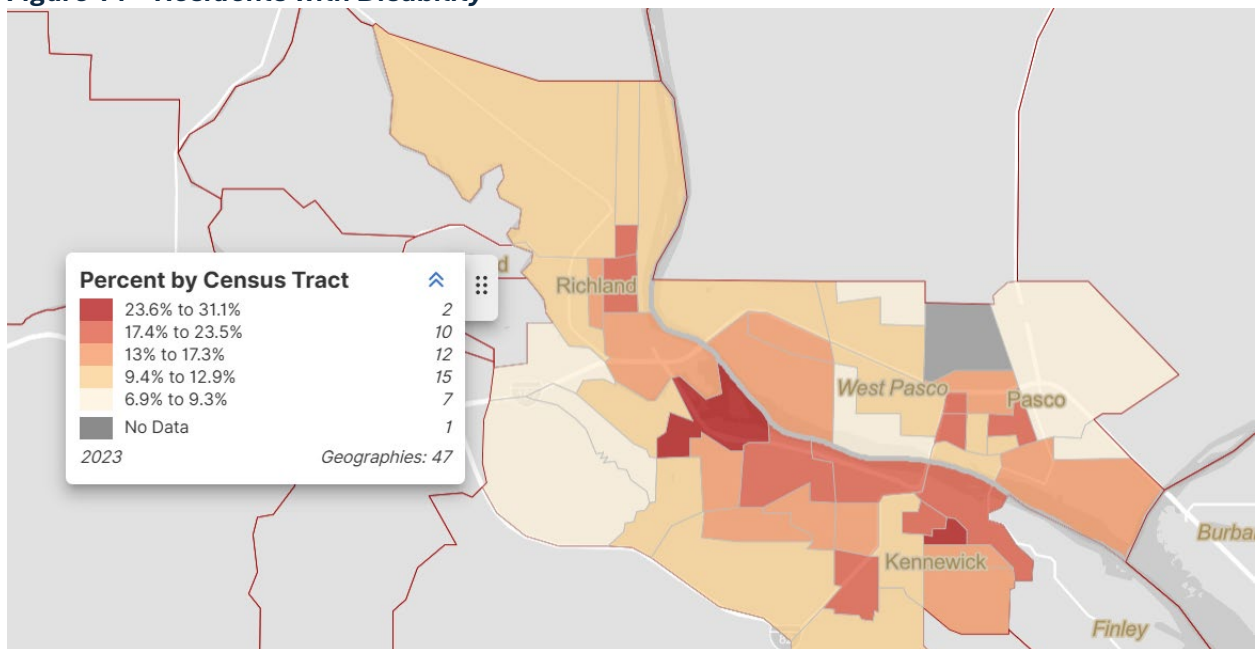
Data Source: 2018–2022 ACS Estimates.

Figure 13—Residents Identifying as Hispanic



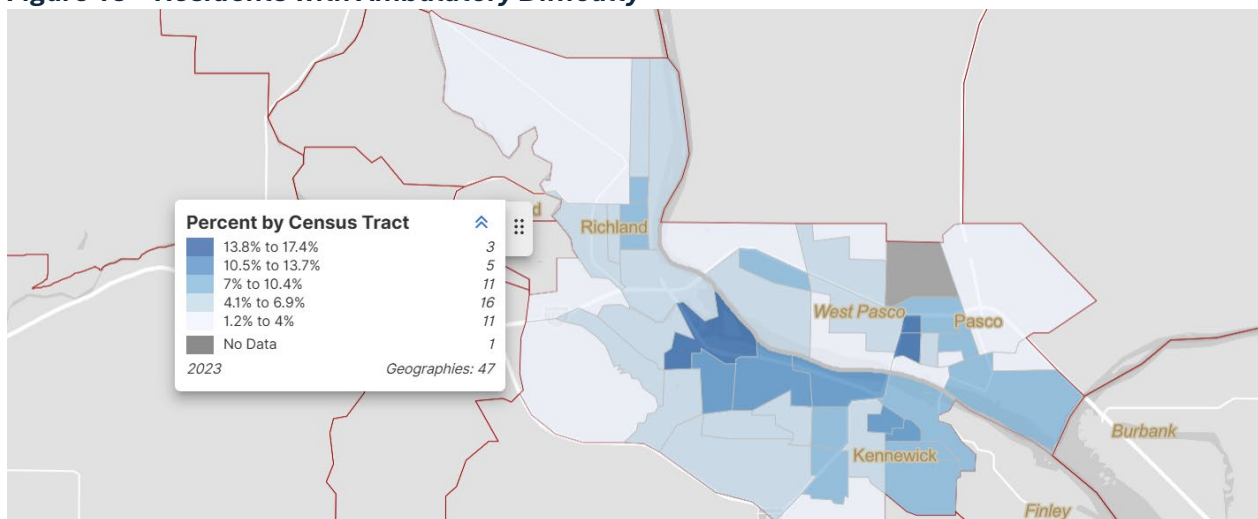
Data Source: 2018–2022 ACS Estimates.

Figure 14—Residents with Disability



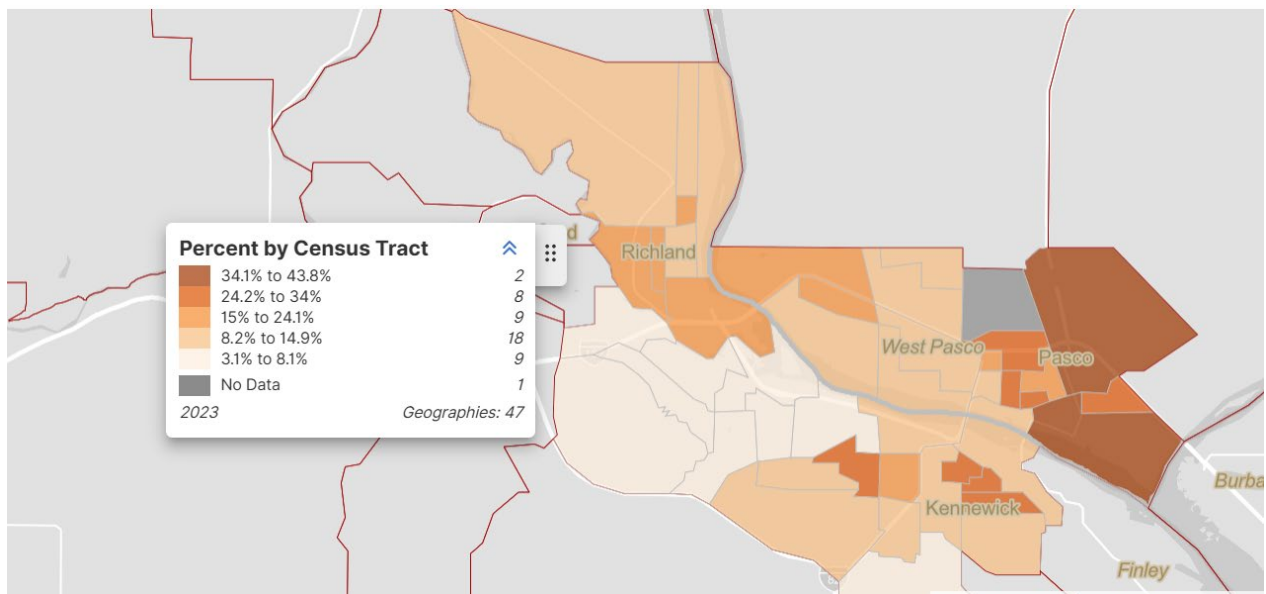
Data Source: 2018–2022 ACS Estimates.

Figure 15—Residents with Ambulatory Difficulty



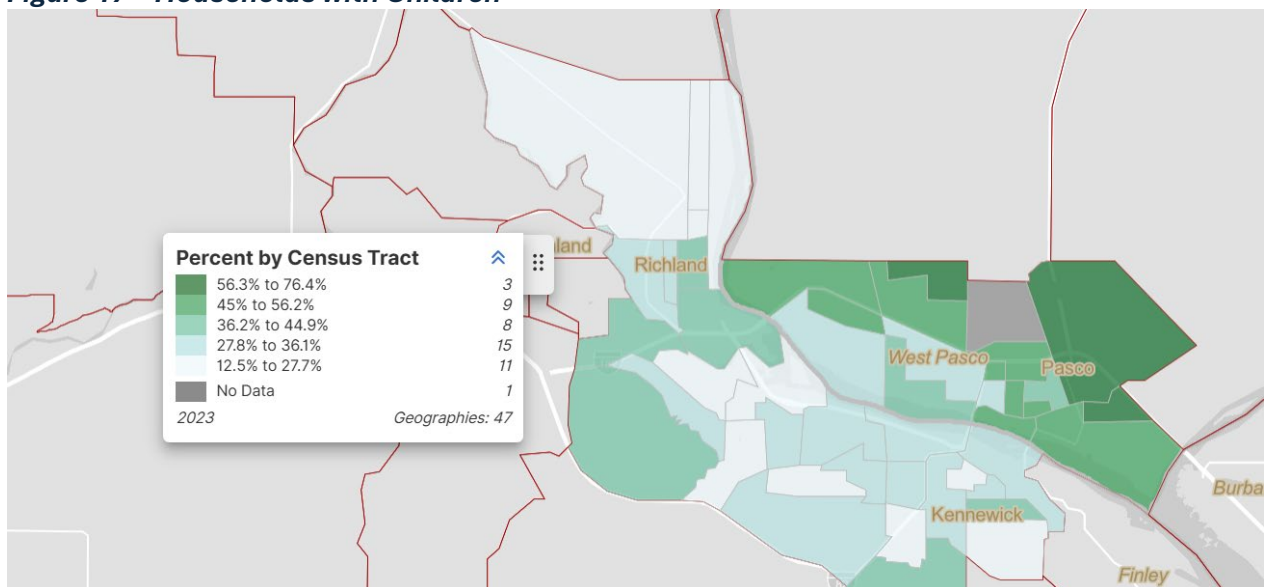
Data Source: 2018–2022 ACS Estimates.

Figure 16—Female Householder with No Spouse Present



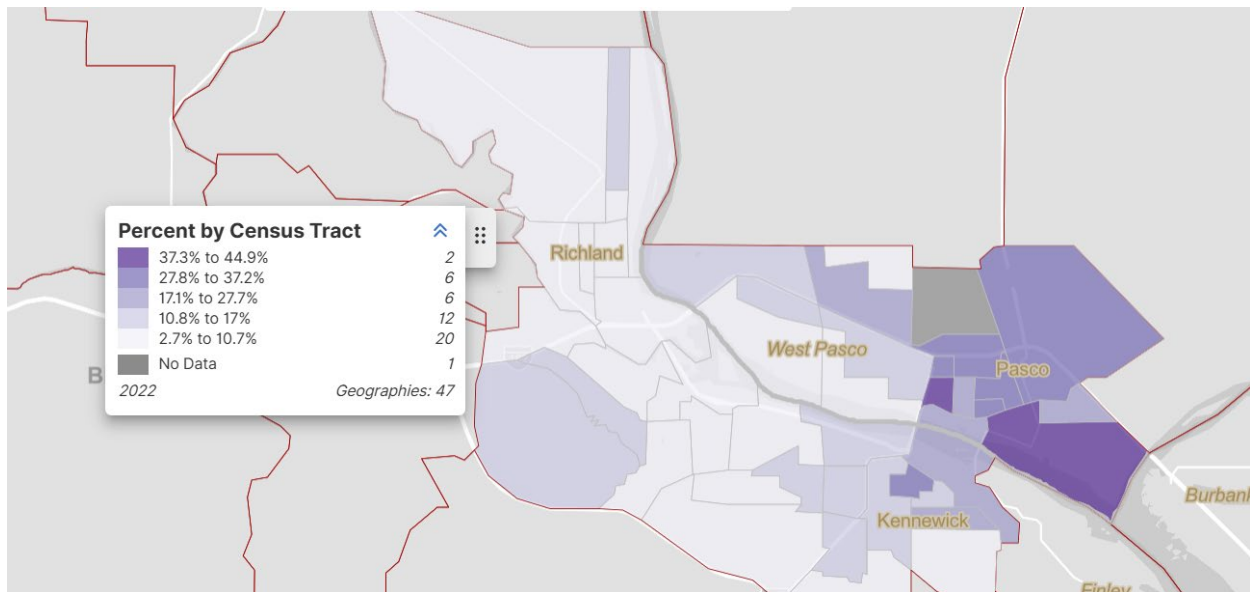
Data Source: 2018–2022 ACS Estimates.

Figure 17—Households with Children



Data Source: 2018–2022 ACS Estimates.

Figure 18—Residents Who Are Foreign-Born



Data Source: 2018–2022 ACS Estimates.

Dissimilarity Index

When racial or ethnic minorities are concentrated in one area, it can indicate residential segregation. Residential segregation refers to the level of separation between different racial or ethnic groups. Residential segregation can limit housing opportunities available to certain groups and increase the risk of housing problems.

The dissimilarity index tool allows for comparisons between different racial and ethnic groups to determine how spatially separated they are from each other. The index is rated on a scale of 0 to 100. A score of 0 indicates that two racial or ethnic groups are completely integrated, meaning no residential segregation. A score of 100 indicates total residential segregation. According to HUD, a score under 40 is considered low, between 40 and 54 is moderate, and above 60 is high segregation.

When compared to White residents, Black, Asian, and Hispanic residents had low scores on the dissimilarity index. Table 28 displays the scores and level of segregation. All three groups had similar levels of segregation, with Asian residents having a slightly higher score. Overall, this indicates that there does not appear to high levels of segregation in the Tri-Cities.

Table 28—Dissimilarity Index Scores for Racial and Ethnic Minorities

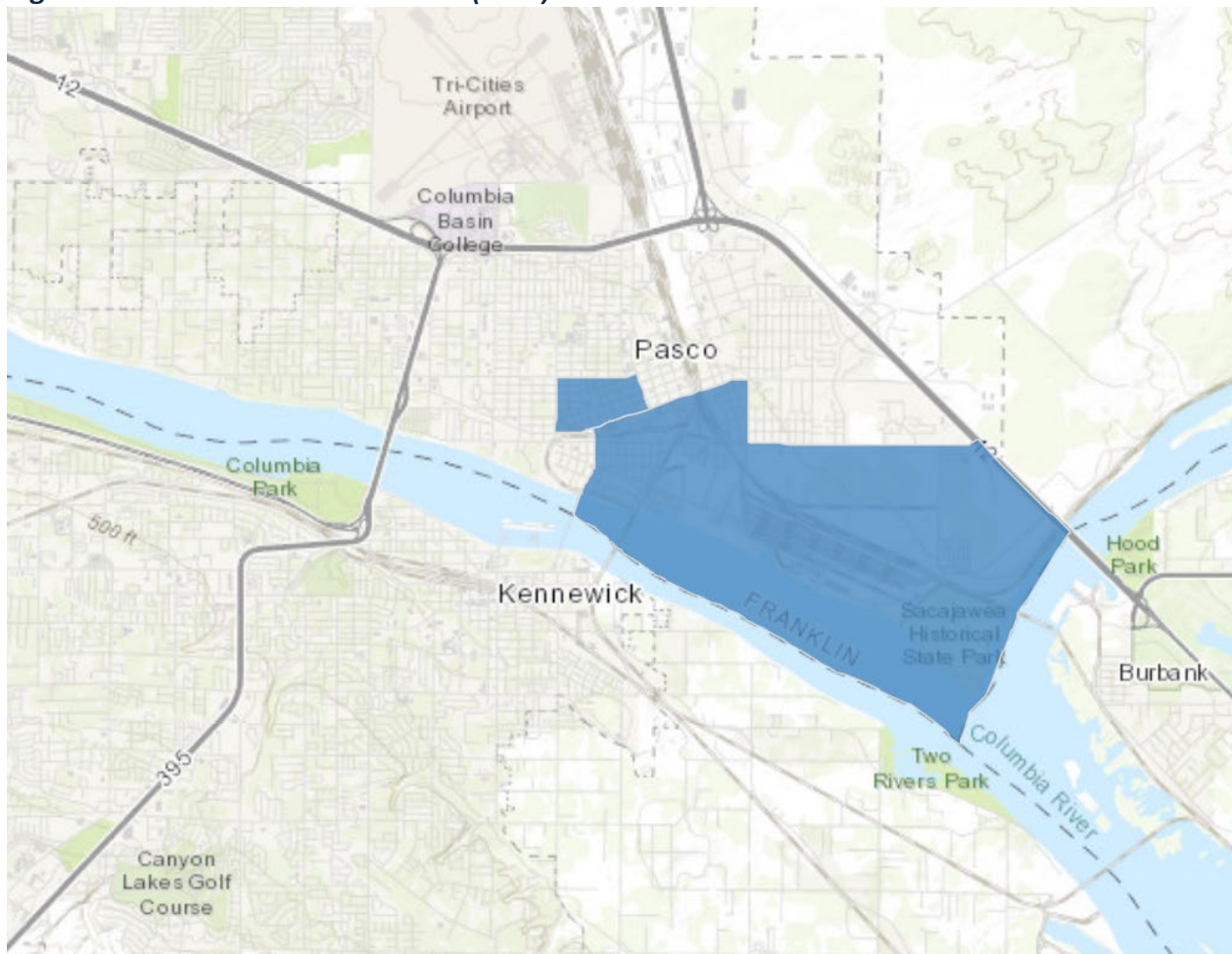
Group	Dissimilarity Index Score	Level of Segregation
Black	32.17	Low
Asian	34.62	Low
Hispanic	33.31	Low

Data Source: 2018–2022 ACS Estimates.

Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs) Areas with high concentrations of poverty and racial minorities are at an increased risk of not receiving the support and services needed to access opportunity. Census tracts classified as R/ECAPs provide insight into these locations. An area is classified as a R/ECAP if the poverty rate is higher than three times that of the surrounding area and over 50 percent of the population identifies as non-White.

As of 2021, there were two R/ECAPs in the Tri-Cities (Figure 19). Both census tracts were located in Pasco. These areas tend to lag in terms of housing quality and affordability. The older housing stock in these areas, including mobile home parks, contributes to higher levels of housing-related issues.

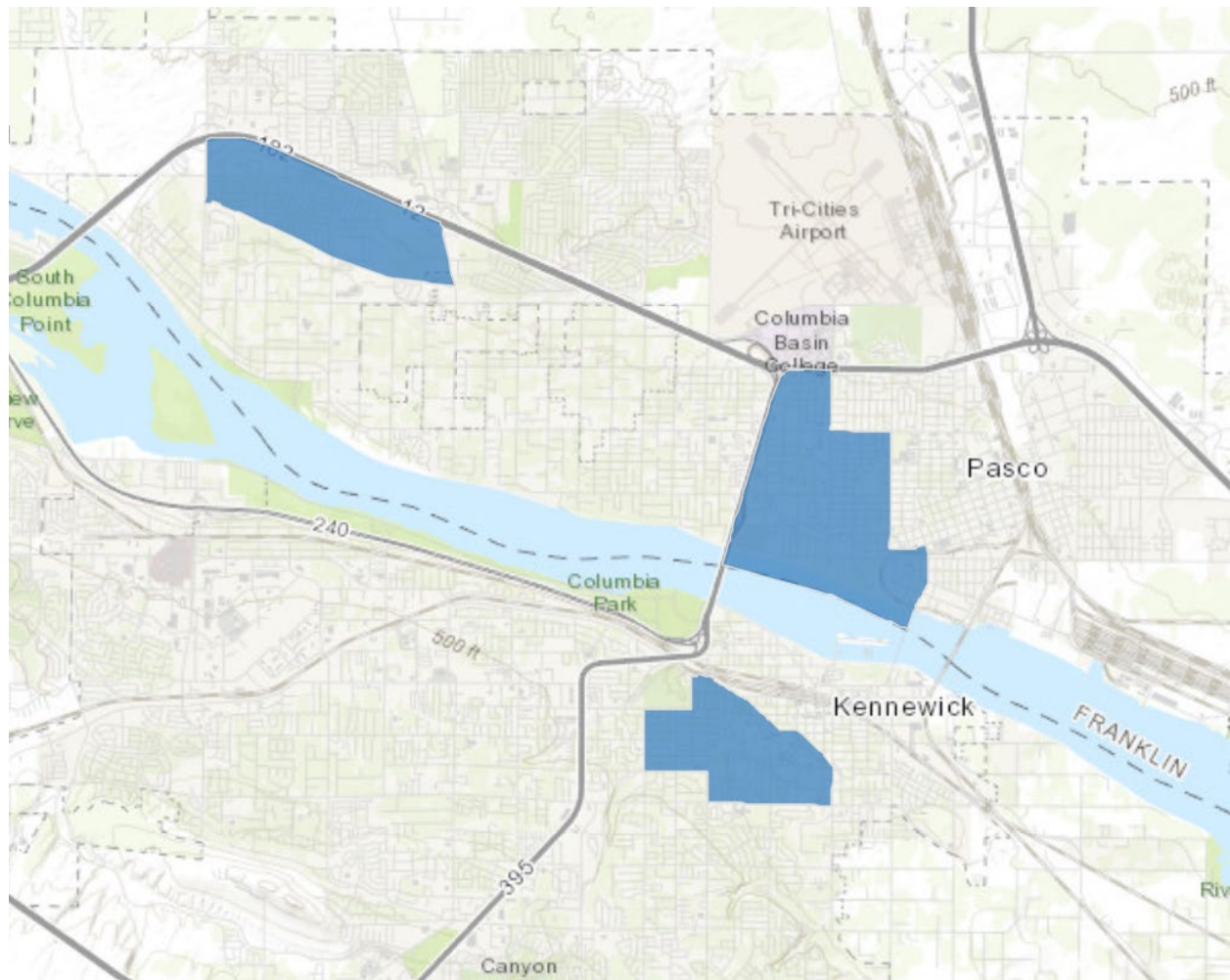
Figure 19—HUD Identified R/ECAPs (2021)



Data Source: HUD RECAP Mapping Tool (2021).

Since 2013, the location of R/ECAPs has shifted in the Tri-Cities. Figure 20 depicts the two identified R/ECAPs in 2013. There was one R/ECAP located in Kennewick and one in Pasco. Both R/ECAPs did not appear on the most recent version of the mapping tool.

Figure 20—R/ECAPs in Tri-Cities (2013)



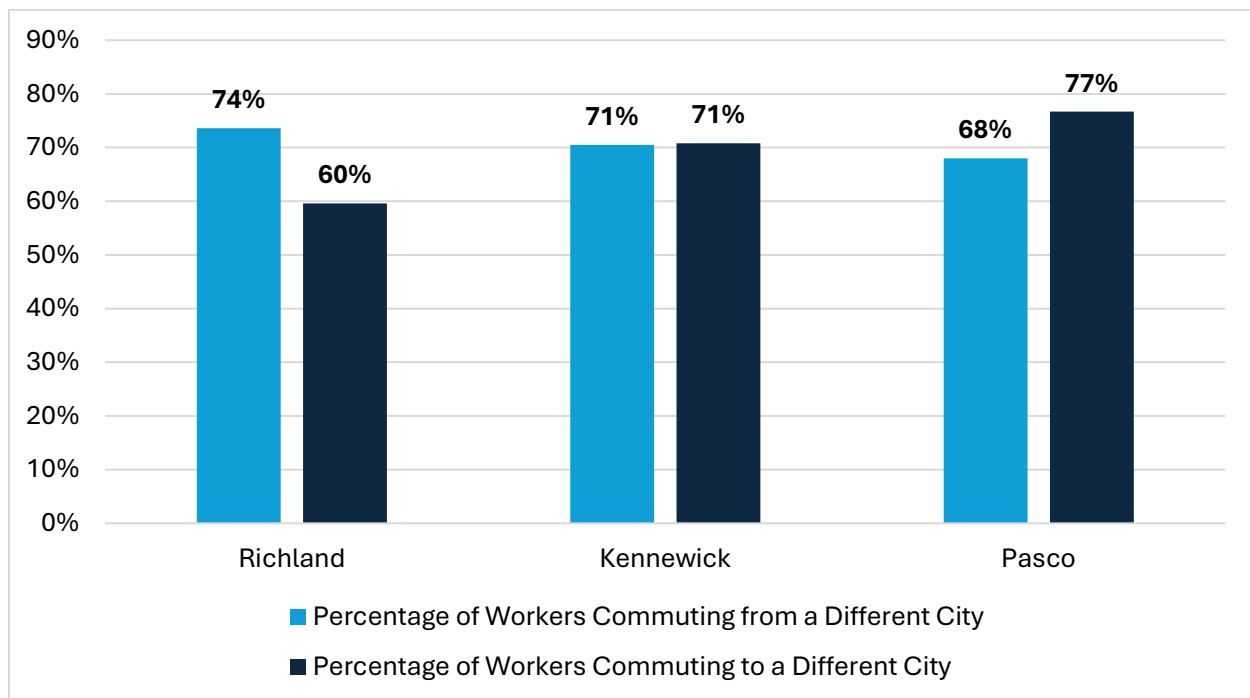
Data Source: HUD RECAP Mapping Tool (2013).

Transportation Trends

Residents move throughout the Tri-Cities daily for work, services, and leisure. Understanding the most common places residents travel to help the community make transportation and program decisions that aim to reduce barriers to mobility within the community.

Most Tri-City residents do not live and work in the same city. The Longitudinal Employer-Households Dynamics data explores the daily migration patterns of Tri-Cities residents for work. Figure 21 depicts, for each city, the percentage of workers commuting in from neighboring cities and the percentage of residents commuting to neighboring cities for work. In each city, more than 60 percent of residents lived in a different city than they worked. These trends were largely observed in 2017 data as well.

Figure 21—Percentage of Workers Commuting Into and Out of Each City (2021)



Data Source: Longitudinal Employer-households Dynamics (2021).

When commuting for work, residents tended to stay within the Tri-Cities. Table 29 depicts the three most common cities where residents of the Tri-Cities worked (besides their city of residence). For each city, the other two cities of the Tri-Cities were the most common commuting destination. Seattle was also a common commuting destination.

Table 29—Top Three Commuting Destinations for Residents of Pasco, Kennewick and Richland (2021)

Pasco Residents	Kennewick Residents	Richland Residents
1. Richland	1. Richland	1. Kennewick
2. Kennewick	2. Pasco	2. Pasco
3. Seattle	3. Seattle	3. West Richland

Data Source: Longitudinal Employer-Household Dynamics (2021).

Transportation System

The transportation system, including buses, cars, bikes, and pedestrians, plays a pivotal role in ensuring residents have access to important places. Access to quality jobs, educational opportunities, and necessary services enhances quality of life and supports residents' ability to afford and maintain stable, adequate housing. Many people rely on public transportation. Some groups, including people with disabilities and seniors, may require accessible or on-demand

services. Analyzing transportation needs through the lens of certain groups allows communities to identify barriers to access.

The three cities work together to provide and oversee transportation planning for the region. Each city participates in the Benton-Franklin Council of Governments, which serves as the regional transportation planning organization (TPO). The TPO coordinates long-range transportation planning across the Tri-Cities region. These efforts are discussed in Transition 2045, the Metropolitan Transportation Plan for the Tri-Cities. Supplementary plans, including the Regional Active Transportation Plan, the Human Services Plan, and individual cities' transportation plans provide additional information on transportation needs and projects.

The Tri-Cities transportation system consists of multiple modes. As outlined in the Metropolitan Transportation Plan, the Tri-Cities identify its most common form of transportation to be individuals driving alone. For non-drivers, there are two main forms of public transportation: bus/vanpool and passenger rail. Ben Franklin Transit (BFT) operates a fixed bus service and on-demand transit options. As of 2024, BFT offers 19 bus routes. Hours of operation vary depending on the route; however, general bus hours of operation are weekdays 6am to 10pm, Saturday 7am to 10pm, and Sunday 8am to 6:30pm.

In addition, BFT offers on-demand rideshare for a small fee. These rides must be within a predetermined Connect Zone, which can limit the transportation opportunities. Finally, BFT offers a Dial-A-Ride program for people with disabilities. Amtrak provides passenger rail service to the Tri-Cities region to and from Portland, OR. There are stations in Pasco and eastern Kennewick. Finally, the cities continue to support improved biking, walking, and equestrian trails and connectivity in the Tri-Cities region.

Transportation Needs

Many people rely on public transportation. Some groups, such as people with disabilities and seniors, may require accessible or on-demand services. Analyzing transportation needs through the lens of certain populations allows communities to identify barriers to access. Table 30 outlines transportation and connectivity needs and how they might impact different protected classes. Themes were derived from information obtained in the TPO's transportation plans and consultations conducted with stakeholders.

Table 30—Identified Transportation Needs

Identified Need	Impacted Groups	Description
Many vulnerable populations lack access to reliable transportation.	Seniors Youth People with a disability Racial or ethnic minorities Families with children Single-parent households	All protected classes are considered vulnerable populations. Increasing reliable transportation options requires communities to understand the challenges faced by each group.

Identified Need	Impacted Groups	Description
The cost of transit fares serves as a barrier to public transportation ridership.	Seniors People with a disability	Seniors and people with disabilities often live on fixed incomes. High transit fares can be a barrier to utilization.
There is a need to expand door-to-door service for people with mobility issues.	Seniors People with a disability	Seniors and people with disabilities are more likely to have mobility issues, which makes traditional transportation options, such as cars and public transportation, difficult to navigate.
Refugees in the Tri-Cities have difficulty with transportation to Yakima for immigration appointments.	Foreign-born residents	Refugees, by definition, are foreign-born residents. This means they may have additional challenges, such as language considerations, to utilizing transportation systems, particularly to places outside of the Tri-Cities area.
Need for language barrier assistance.	Foreign-born residents	Foreign-born residents are more likely to be LEP and require translation services.
There is a need for increased inclusion of all modes of transportation for residents in the Tri-Cities.	Seniors Youth People with a disability Racial or ethnic minorities Foreign-born residents	Increasing inclusion in transportation benefits all citizens, especially those who may face additional barriers to access.
Lack of transit services on weekends and holidays.	Families with children single-parent households	Single-parent households or households with children may require flexibility to be able to get to work, school, and other activities.
Transportation is a significant barrier to clients obtaining and maintaining employment.	People with a disability Racial or ethnic minorities Foreign-born residents Familial status	Lack of reliable transportation options impacts members of the workforce and limits the opportunities available to protected classes.
Emphasis on removing barriers in streets to ensure greater accessibility and walkability for pedestrians.	Seniors People with a disability	Seniors and people with disabilities are more likely to have mobility challenges, which makes using streets and sidewalks with barriers, such as curbs, difficult.

Policy Review

Overview

Public and private policies form the environment in which communities create programs and address community needs. Sometimes, policies can have adverse effects that exacerbate needs. Understanding the regulatory environment within the Tri-Cities allows the community to analyze the ways in which public and private policies impact certain populations. This section reviews zoning, assisted housing, and mortgage lending information to provide an overview of the policy landscape in the Tri-Cities.

Public Policy

Public policy decisions, including zoning, codes, and comprehensive plan goals, set the parameters for how housing is developed and maintained. Reviewing aspects of the Tri-Cities public policy allows the community to analyze whether certain ordinances or practices may inhibit housing development or create barriers to obtaining housing.

Zoning

Zoning governs the types of housing that can be constructed, the permitted density of housing developments, and various residential uses in the community. Understanding how zoning laws may impact housing for certain groups allows communities to make informed decisions about zoning and land use. This section reviews several zoning ordinances for each city that have specific implications for protected classes. All jurisdictions in the Tri-Cities enforce local zoning ordinances.

Family Definition

Typically, zoning ordinances define the term “family” as it relates to housing units. Communities can support various living situations by using an inclusive definition of family. An inclusive definition of family does not restrict the number of unrelated individuals that can live together. Defining family in this way advances non-traditional families and supports the blending of families who may be living together for economic purposes. In addition, an inclusive definition of family supports the development of group homes, which provide housing options for people with disabilities. Listed below are the definitions of family in each city’s zoning ordinance. Each city does not place a cap on the number of unrelated people and instead focuses on functioning as a single housekeeping unit.

- Richland: “Family” means one or more persons occupying a premises and living as a single, nonprofit housekeeping unit, as distinguished from a group occupying a hotel, club, boardinghouse or rooming house, or fraternity or sorority house.
- Pasco: “Family” means one or more persons, either related or unrelated, living together as a single dwelling unit.
- Kennewick: Family means one or more persons living together as a single housekeeping unit.

Group Homes

Group homes provide housing opportunities for people with disabilities. They provide services and community normalization for residents. Communities can support the group homes by defining them in their ordinances that allow up to six unrelated people with disabilities to reside in a group home without requiring a special use/conditional use permit or public hearing, not requiring additional regulatory provisions. Requiring special provisions for group homes, but not for a six-person home, is considered discriminatory under the Fair Housing Act. Listed below are the definitions of group homes in each city. All cities allow up to six unrelated people with disabilities to reside in a group home. Both Kennewick and Pasco have special distinctions to allow more than six unrelated people to live together in a group setting.

Kennewick

Kennewick defines group living as living facilities for groups of unrelated individuals that include at least one person residing on the site who is responsible for supervising, managing, monitoring, or providing care, training, or treatment of residents. Kennewick allows two types of facilities.

Type I: Any state or federally approved dwelling used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically or mentally handicapped. Residential care homes shall provide care for six or fewer residents.

Type II: Any state or federally approved facility, other than a clinic, used as a residence for the care or rehabilitation of dependent children, the elderly, and the physically or mentally handicapped. Residential care centers shall provide care to seven or more residents.

Kennewick allows Type I facilities to be zoned in all residential and commercial spaces. Kennewick allows Type II facilities to be zoned in medium and high residential areas and some commercial spaces. Kennewick ordinances do not outline additional permitting requirements for either type of group home.

Richland

Richland defines “adult family home” as the regular family dwelling of a person or persons who are providing personal care, special care, or room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

Richland allows adult family homes in all zoning districts subject to the general requirements of that district (no additional permitting requirements are placed on adult family homes).

Pasco

Pasco defines two types of group living.

“Group care facility” means any number of unrelated persons living together as a single housekeeping unit sponsored by a public or private service entity, whether supervision of the residents is provided on a full- or part-time basis.

“Group home” means more than six unrelated persons over the age of 16 years living together as a single housekeeping unit.

Pasco allows group care facilities to be zoned in low and medium residential development and mixed residential/commercial developments. They are not subject to conditional use provisions.

Accessory Dwelling Unit (ADU)

ADUs are additional units on a lot with a primary dwelling unit. ADUs could be cottages, carriage houses, mother-in-law units, “granny units,” and more. Units can be attached or detached from the primary dwelling unit. ADUs provide opportunities for communities to increase affordable housing supply as well as offer accessible housing options for seniors and people with disabilities. Communities can facilitate ADU development by ensuring zoning ordinances allow ADUs and give flexibility on their construction.

All three cities allow ADUs. Richland and Kennewick allow one ADU per lot, while Kennewick allows two ADUs per lot. In addition, each city allows attached and detached ADUs. To promote the development of ADUs, Pasco developed an *ADU User Guide* in 2023. The guide provides information on design, building, and renting out an ADU. Written in plain language and available in Spanish, the guide serves as an accessible tool to familiarize residents with ADUs.

Comprehensive Plan

Comprehensive plans set the policies on which current and future development will be based. They provide a guide to local public planning, including housing, which impacts fair housing choice.

Since the previous Fair Housing Plan, both Pasco and Kennewick have updated their comprehensive plans. The City of Richland is in the process of updating its comprehensive plan as of February 2025.

Listed below are the current housing goals listed in each city’s current comprehensive plan.

Richland Comprehensive Plan (2017–2037)

- Provide a range of housing densities, sizes, and types for all income and age groups of the Richland community.
- Improve affordable housing opportunities for lower-income individuals, households, and first-time homebuyers.
- Implement the current version of the Tri-Cities Consolidated Plan.
- Encourage the maintenance and preservation of existing housing stock and residential neighborhoods.
- Ensure compatibility of new residential developments with established neighborhoods and the community.
- Improve public facilities.

Pasco Comprehensive Plan (2018–2038)

- Encourage housing for all economic segments of the city’s population consistent with the local and regional market.
- Preserve and maintain the existing housing stock for present and future residents.
- Encourage housing design and construction that ensures long-term sustainability and value.

- Support efforts to provide affordable housing to meet the needs of the community.

Kennewick Comprehensive Plan (2017–2038)

- Support and develop a variety of housing types and densities to meet the diverse needs of the population.
- Encourage preservation of the existing housing stock through public and private investments.
- Promote affordable housing for all economic segments of the community.

Rental Housing Code

Rental housing codes set standards that landlords must uphold when renting a unit. These standards include the minimum required housing aspects, such as plumbing, heating, electrical systems, pest control, and accessibility. Being familiar with these codes allows community members and service providers to know the rights and responsibilities of landlords and if they are not being met. When landlords fail to uphold rental housing code standards, it creates unsafe, unsuitable, and inaccessible housing for tenants.

The Washington State Landlord-Tenant Act outlines the duties of landlords. The act sets the responsibilities for Tri-Cities landlords, as the cities do not further outline rental housing codes in their municipal codes. Listed below are the responsibilities of landlords outlined in the Washington State Landlord-Tenant Act.

- Maintain the premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance or regulation could enforce as to the premises rented if such condition endangers or impairs the health or safety of the tenant.
- Maintain the structural components—including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components—in reasonably good repair so as to be usable.
- Keep any shared or common areas reasonably clean, sanitary, and safe from defects increasing the hazards of fire or accident.
- Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant.
- Except where the condition is attributable to wear resulting from ordinary use of the premises, make repairs and arrangements necessary to put and keep the premises in as good condition as it should have been by law or rental agreement, at the commencement of the tenancy.
- Provide reasonably adequate locks and furnish keys to the tenant.
- Maintain and safeguard with reasonable care any master key or duplicate keys to the dwelling unit.
- Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by the landlord in reasonably good working order.
- Maintain the dwelling unit in reasonably weathertight condition.

- Except in the case of a single-family residence, provide and maintain appropriate receptacles in common areas for the removal of ashes, rubbish, and garbage incidental to the occupancy and arrange for the reasonable and regular removal of such waste.
- Provide facilities adequate to supply heat and hot and cold water as reasonably required by the tenant.
- Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device.
- Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold.

Building Code

Building codes set the requirements for any community member or organization wishing to build residential or commercial property in the Tri-Cities. Each city sets its own building code in alignment with Washington State building codes.

All three cities and Washington State adopted the International Building Code and International Residential Code published by the International Code Council with various amendments and additions. The International Building Code sets the standards for site accessibility.

Public Housing

Public housing, also called assisted housing, refers to housing units that are subsidized through federal housing programs such as Section 8. These units provide low-income residents with the opportunity to obtain affordable housing. The number of assisted units available and the demographics of people utilizing those units provides valuable insight into community needs.

Subsidized Units

Subsidized units available to certain members of the population, such as low-income residents or people with disabilities, are important resources for promoting housing opportunities for all populations.

The Tri-Cities has a variety of assisted units in its portfolio. The Washington State Housing Finance Commission provides a database of local assisted units. Table 31 lists the properties and the number of assisted units. As of October 2024, the database included 3,515 affordable housing units assisted. These units receive assistance from public funding sources to support low- and moderate-income households.

Table 31—Assisted Housing Units in the Tri-Cities

Project Name	Number of Assisted Units
Heatherstone	346
McMurray Park Phase II	223
Sandstone Apartments	98
Parkview Apartments	119
Quail Ridge Apartments	107
Silver Creek Apartments	50
Vincent Village	240
Vintage at Richland	46
Pinecrest Apartments	148
Copper Ridge Apartments	53
Kamiakin Apartments	230
Stonegate	233
Varney Court	198
The Vineyards	38
Tepeyac Haven	45
Meadow Park Apartments	44
Bishop Topel Haven	449
Desert Villa & Desert Villa East	42
Three Rivers Village	151
Copper Mountain	40
Nueva Vista	273
Columbia Park	170
Nueva Vista Phase II	138
Bishop Skystad Commons	28

Data Source: Washington State Housing Finance Commission Affordable Housing Data Portal (October 2024).

Of those units, most are affordable to households earning 60 percent of the AMI (\$48,000 for a two-person household). Only 5 percent of these units have rents affordable to households earning 30 percent AMI (\$24,000 for a two-person household).

Some of those units are targeted to specific populations. Table 32 depicts the types of households targeted in assisted units. Most assisted units (57 percent) were not targeted to a special population. Of the units targeted, large households, people living with a disability (12 percent), and elderly households (11 percent) were the most common populations to be targeted with assisted units.

Table 32—Targeting of Assisted Units in the Tri-Cities

Special Population	Number	%
Elderly Households	386	11%
People Experiencing Homelessness	67	2%
Farmworkers	121	3%
Large Households	498	14%
People Living with Disabilities	438	12%
Not Targeted	2005	57%
Total	3,515	100%

Data Source: Washington State Housing Finance Commission Affordable Housing Data Portal (October 2024).

Housing Authority Inventory

Typically, housing authorities operate most assisted units within a community. They also manage housing vouchers. Housing authorities collect information on the number of vouchers and units available as well as the demographics of people receiving assistance. Analyzing this data allows communities to better understand the types of services and programs needed.

In the Tri-Cities, the KHA and the HACPFC manage a variety of housing vouchers and assisted units.

Listed below are definitions of the types of programs included in this section.

Vouchers

The Section 8 Rental Certificate program (Certificate) provides vouchers to low-income households. Through the voucher program, the tenant pays the landlord 30 percent of the household income in rent, and the public housing authority (PHA) pays the remaining rental balance. Section 8 vouchers can be either project-based or tenant-based.

- **Project-Based Voucher:** A Section 8 voucher that must be used at a specific property.
- **Tenant-Based Voucher:** A Section 8 voucher that can be used at any private housing that meets the requirements of the Section 8 program.

PHAs also administer special purpose vouchers, which are distinct from the Section 8 Certificate program. These include:

- **Veterans Affairs Supportive Housing:** Offers rental assistance paired with case management and supportive services to eligible veterans experiencing homelessness.
- **Family Unification Program:** Provides rental assistance to eligible families with inadequate housing and eligible youth exiting foster care who are homeless or at imminent risk of homelessness.
- **Disabled:** Offers rental assistance to people with disabilities, which includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition programs.

Moderate Rehabilitation

This program provided project-based rental assistance for low-income families. The program was repealed in 1991, and no new projects have been developed since.

Public Housing

A public housing unit is a rental property owned by the federal government and managed by a PHA for low-income households.

Both housing authorities operate a variety of programs. Table 33 provides the combined number of units and vouchers available in the KHA and HACPFC. Combined, the two housing authorities manage 470 units of public housing, 280 of which are accessible units. The housing authorities also manage 1,507 Section 8 vouchers and 40 Veterans Affairs Supportive Housing vouchers.

Table 33—Total Number of Units by Program Type

Program Type	# Of Units Vouchers Available	# Of Accessible Units
Certificate	1507	N/A
Mod-Rehab	-	-
Public Housing	470	280

Data Source: KHA and HACPFC, 2024.

Together, KHA and HACPFC manage 470 units of public housing, 280 of which are considered accessible. Listed below is a description of each public housing property managed by the two housing authorities.

Kennewick Housing Authority

- Sunnyslope Homes: 124 units of one- to four-bedroom multi-family duplex units.
- Keewaydin Plaza: 66 units of one-bedroom units for elderly and disabled households.
- Lilac Homes: 16 tiny homes with one- and two-bedroom units.
- Bubble on Gum Street: Development under construction that will provide 58 one- to three-bedroom units.

Housing Authority of the City of Pasco and Franklin County

- Scattered Site Properties: 47 two- to four-bedroom units:
 - Alderwood Square.
 - Oakwood Square.
 - Sagewood Square.
 - Beechwood Square.
 - Maplewood Square.
- Highland Park Homes: 24 two- to four-bedroom units.
- Rosewood Park: 168 units across four developments with one- to two-bedroom handicap-accessible units:
 - Octave Street.
 - W. Margaret Street.
 - High-Rise.
- Sprucewood Square: 60 units across two developments with one- to six-bedroom units:
 - N. 3RD Ave.

Private Policy

Private policy refers to the way in which non-government entities interact with the housing system. This includes private landlords, leasing agencies, and banks. Despite being non-governmental, private institutions play an important role in the housing process. Analyzing the policies and patterns of private entities provides insight into barriers that may exist to serving certain groups of people.

Mortgage Lending

Mortgage lending is a large industry that has direct impacts on the housing system. Most people wishing to purchase a home must be approved for financing from a private entity, such as a bank. Analyzing the lending practices of banks in the Tri-Cities illuminates trends in borrowing practices and can help identify gaps in the lending system for certain populations.

An analysis of mortgage lending in the Tri-Cities primarily relies on lending data made publicly available through the Home Mortgage Disclosure Act (HMDA) Regulation C. HMDA, enacted in 1975, requires that financial institutions, including banks, savings associations, credit unions, and other lenders, annually disclose mortgage data to the public and regulators to show lending patterns. This data serves various purposes, including determining whether lenders are meeting community housing needs, supporting public officials in investments to encourage development, and identifying potential patterns of discriminatory lending that are illegal under the Fair Housing Act.

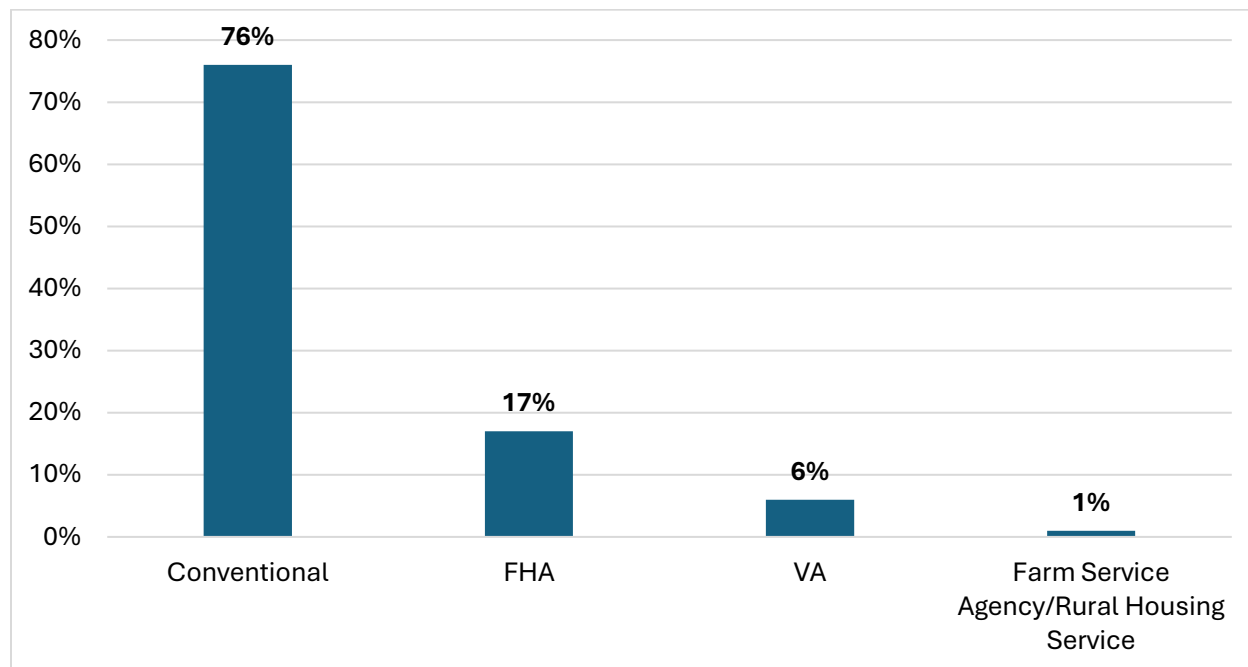
It is important to note that HMDA data alone cannot conclusively identify individual instances of discrimination in lending. Instead, the HMDA analysis aims to explore patterns of discrepancies in lending outcomes and identify areas of concern. If a pattern of discrimination is suspected based

on the data, an in-depth investigation will look at the lending institution's loan data, policies, and practices to determine if discrimination has occurred based on a protected class.

HMDA Overview

In 2023, 9,981 loan applications were reported by financial institutions in the Richland-Kennewick Metropolitan Service Area (MSA) (note: the MSA includes Pasco). Figure 22 displays the different types of loans. Most loans (76 percent) were conventional loans.

Figure 22—Types of Loans



Data Source: 2023 HMDA Estimates.

Across the MSA, 52 percent of loans were used for home purchases. Twenty percent of loans were used for refinancing and 13 percent for home improvement. 94 percent of all loan applicants used the loan for their primary residence, as opposed to a secondary residence or investment property.

HMDA also provides information on the action taken, or status of a loan application. Explanations of the actions are listed below.

- **Loan originated:** The loan application was approved and the financial institution offered credit to the applicant.
- **Loan approved but not accepted:** The loan application was approved but the applicant did not accept the offer of credit.
- **Loan denied:** The loan application was denied.
- **Loan withdrawn by applicant:** The applicant withdrew the loan application before the financial institution made a credit decision on the application.
- **Loan closed due to incompleteness:** The loan application was closed due to lack of information. The financial institution sent the applicant a written notice of incompleteness.

- Loan purchased: The financial institution purchased the loan after closing and did not make a credit decision prior to closing.

In 2023, most loan applications were originated (57 percent). Table 34 depicts the loan outcomes for the Richland-Kennebec MSA. 17 percent were denied and 11 percent were withdrawn.

Table 34—Actions Taken on Loans

Action Taken	Percentage
Originated	57%
Approved But Not Accepted	3%
Denied	17%
Withdrawn	11%
Incomplete	4%
Purchased	7%
Other	0%

Data Source: 2023 HMDA Estimates.

Characteristics of Loan Applicants

One method to explore whether barriers to lending opportunities exist in a community is to analyze differences in outcomes by an applicant's demographic characteristics. Table 35 depicts the race, ethnicity, gender, and age characteristics of loan applicants in the Tri-Cities. The data indicates that most applicants are White (68 percent), with less than 5 percent of applicants identifying as a race other than White. Additionally, 23 percent of applicants identified as Hispanic or Latino, and 29 percent of applicants identified as male while 18 percent identified as female. Finally, the two most common age brackets were 25–34 and 35–44, accounting for 47 percent of loan applicants.

Table 35—Characteristics of Loan Applicants

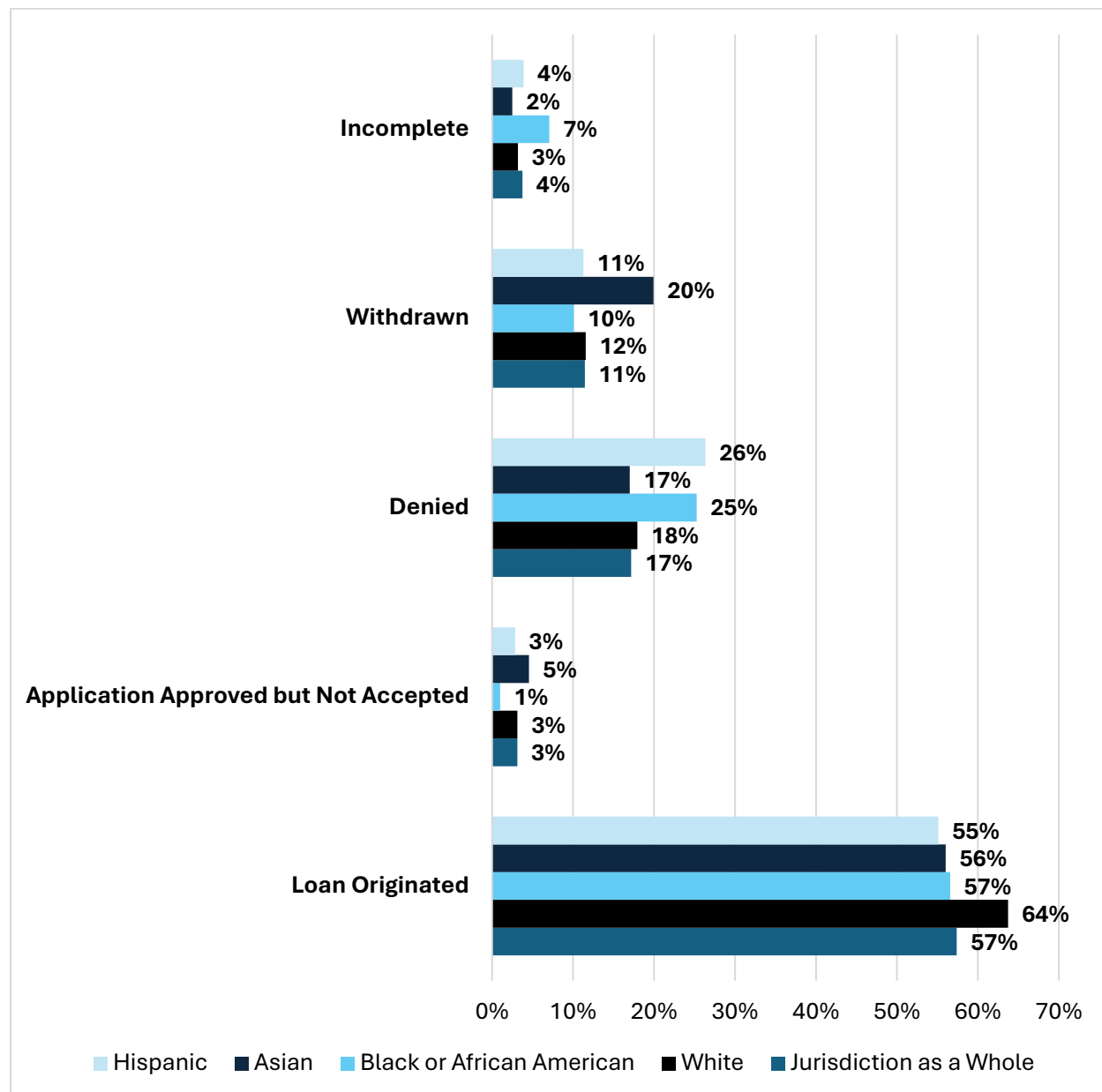
Category	Percentage
Race	-
White	68%
Asian	2%
Black or African American	1%
American Indian or Alaska Native	1%
Native Hawaiian or Other Pacific Islander	0%
Two or More Minority Races	0%
Multiple Co-Applicants with Different Races	3%

Category	Percentage
Race Not Available	25%
Ethnicity	-
Not Hispanic or Latino	53%
Hispanic or Latino	23%
Multiple Co-Applicants with Different Ethnicities	4%
Ethnicity Not Available	21%
Gender	-
Male	29%
Female	18%
Multiple Co-Applicants with Different Genders	39%
Sex Not Available	13%
Age	-
35–44	25%
25–34	22%
45–54	18%
55–64	13%
65–74	7%
<25	4%
>74	3%

Data Source: 2023 HMDA Estimates.

White applicants had the highest loan origination rate at 64 percent. Figure 23 depicts the percentage of loan applications by action taken for race and ethnicity compared to the jurisdiction as a whole. Hispanic households had the lowest origination rate of 55 percent. Asian households had the lowest denial rate at 17 percent, followed by White applicants at 18 percent. Hispanic and Black or African American households had the highest denial rates at 26 and 25 percent respectively.

Figure 23—Actions Taken by Race and Ethnicity

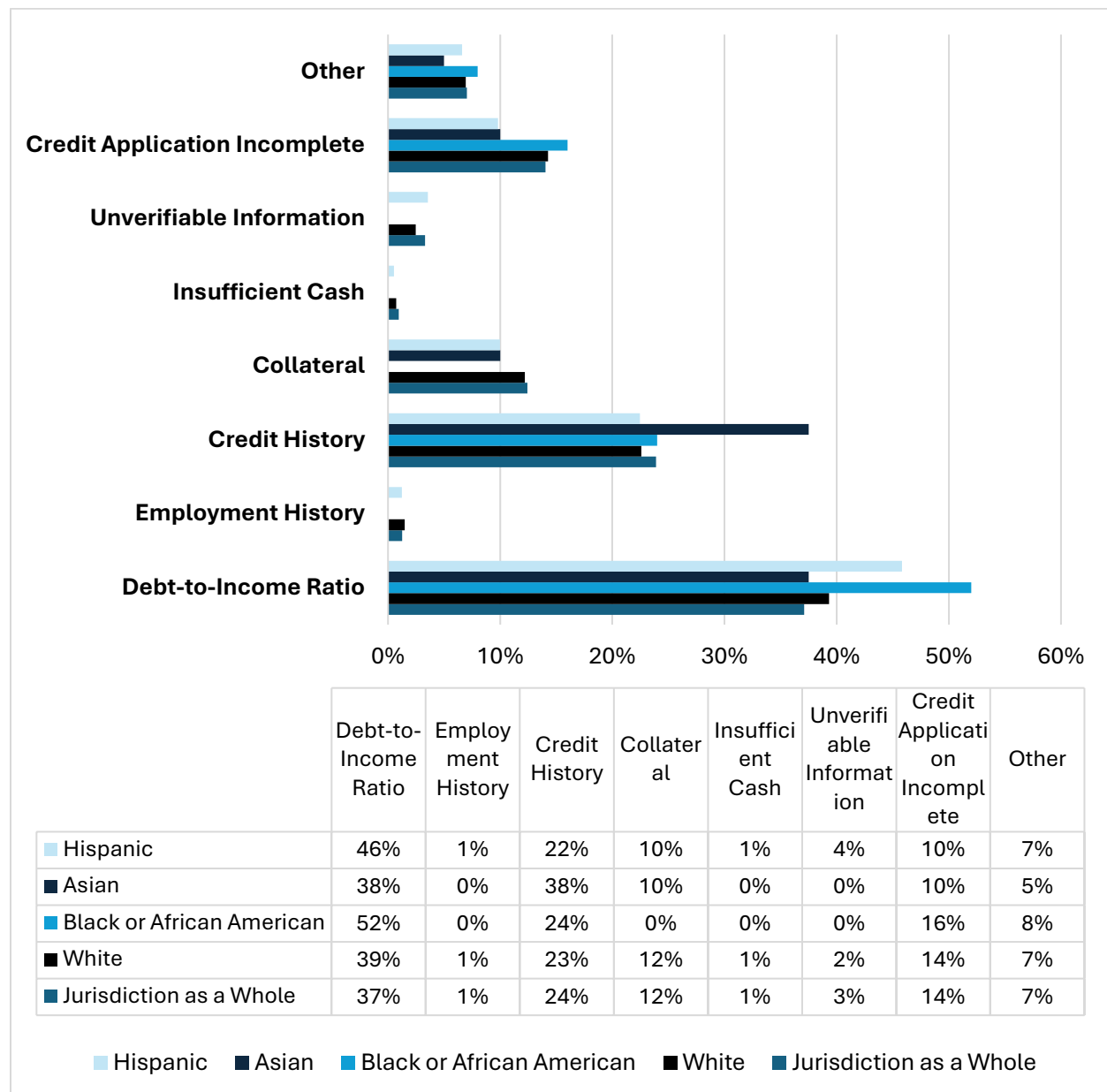


Data Source: 2023 HMDA Estimates.

Loan Denial by Race/Ethnicity

Understanding which communities have higher denial rates of loans provides insight into the needs of homebuyers. In 2023, 1,666 loan applications were denied. The most common loan denial reason was debt-to-income ratio. Figure 25 shows that there was variation in the primary reasons for denial by race and ethnicity. Asian, Black or African American, Hispanic, and White applicants were most likely to be denied because of debt-to-income ratios. Black or African American and Hispanic households experienced the greatest denials of debt-to-income ratios (52 percent and 46 percent respectively). American Indian applicants were most often denied due to credit history, and Native American or Pacific Islander households were most often denied due to collateral.

Figure 25—Denial Reasons by Race and Ethnicity



Data Source: 2023 HMDA Estimates.

Loan Outcomes by Minority Census Tract

As previously described in the Access to Opportunity section, some census tracts within the Tri-Cities have a higher percentage of minority residents living there. HMDA data provides information on the percentage of minority residents living in the census tract where the loan applicant lived. Analyzing patterns in lending outcomes by minority census tract helps communities to better understand the geographic need of homebuyers. This allows the Tri-Cities to tailor better homebuyer programs to meet the needs of all populations.

Table 36 depicts the loan status by minority share in the census tract. As depicted in the table, census tracts with the lowest minority population experienced the highest rate of loan origination (58 percent), while census tracts with the highest minority population experienced the lowest rate of loan origination (49 percent). The reverse is true for denials. High minority census tracts experienced higher rates of denials than low minority census tracts.

Table 36—Actions Taken by Minority Census Tract

Minority Population of Census Tract	Loan originated	Approved but not accepted	Denied	Withdrawn	Incomplete	Purchased	Other
0–20%	58%	3%	15%	12%	4%	7%	0%
20–40%	59%	4%	15%	12%	3%	7%	0%
40–60%	57%	3%	18%	10%	4%	7%	0%
60–80%	52%	3%	21%	12%	4%	9%	0%
80–100%	49%	1%	28%	12%	4%	5%	0%

Data Source: 2023 HMDA Estimates.

Evidence of Housing Discrimination

Overview

Certain groups may face housing discrimination when buying or renting housing units. Housing discrimination can occur at all points in the housing process, including inquiries and applications for rental housing, lease conditions, rental housing renewal, viewing homes for sale, offering to purchase a home, and getting a mortgage. Understanding the nature of housing discrimination in the Tri-Cities allows the community to better respond to resident needs. This section explores themes from consultations with fair housing organizations and reviews complaint data from two different sources. In analyzing fair housing complaints, the Consortium utilized the most recent data available from the HUD Office of Fair Housing and Equal Opportunity and the Washington State Human Rights Commission.

Context from Fair Housing Organizations

Fair housing organizations play a vital role in the community. These organizations often represent residents who believe they have been discriminated against, provide fair housing training, and conduct outreach. As a result, representatives from these organizations can provide valuable context into how residents experience housing discrimination.

During the fair housing planning process, the Tri-Cities consulted two fair housing organizations and one local code enforcement division. Listed below are key themes that emerged from those consultations regarding the fair housing needs of the community.

- Fair housing organizations in the Tri-Cities find that reasonable accommodation for people with disabilities, such as parking, assistance animals, and communication assistance, is their largest service area. This means that there is a need in the community for more accessible housing options and practices.
- Participants noted that migrant workers, immigrants, and people with limited English proficiency are often unaware of their housing rights. Code enforcement utilizes translation services to help reach these populations.
- Organizations emphasize that rising housing costs create financial and legal hardships for their clients.
- Participants recommended fair housing training, testing, and outreach to service organizations, developers, and residents to help promote fair housing knowledge.

Fair Housing Complaints

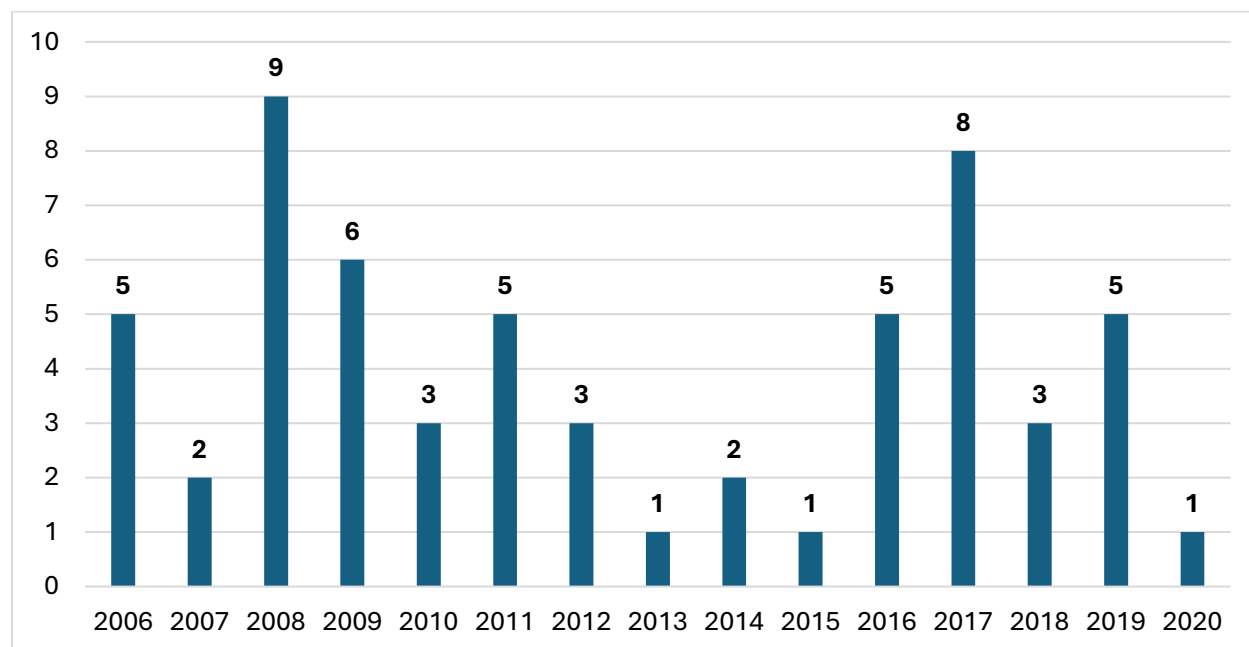
People who believe they have experienced housing discrimination have several avenues to file a complaint. Residents can file a complaint with HUD's Office of Fair Housing and Equal Opportunity Office (FHEO) for allegations of housing discrimination on the basis of a federally protected class. Residents of Washington State can also file complaints with the Washington State Human Rights Commission (WSHRC) regarding discrimination against state or federally protected classes. This section presents the most recent fair housing complaint data from both sources. Analyzing complaint data allows communities to identify trends in fair housing discrimination.

The Office of Fair Housing and Equal Opportunity

HUD provides publicly available data on housing complaints submitted to FHEO since 2006, with the most recent data being for 2020. While HUD complaint data is a useful resource for better understanding the prevalence and nature of housing discrimination in a community, it is often an undercount of instances of housing discrimination because many individuals who experience discrimination or suspect they have been discriminated against do not report it. There are various reasons an individual may not report housing discrimination such as lacking evidence to support their case; fearing retaliation for reporting the event; being unwilling to participate in an investigation; not wanting to bring attention to themselves, the suspected perpetrator, or the incident; not knowing how to file a complaint; not knowing that the discrimination they experienced is a fair housing violation; and more.

FHEO data indicate that from 2006 to 2020, there were 59 complaints filed by individuals for housing discrimination in which the alleged violation took place in either Benton or Franklin Counties (Figure 25). There does not appear to be a trend in the number of cases filed each year.

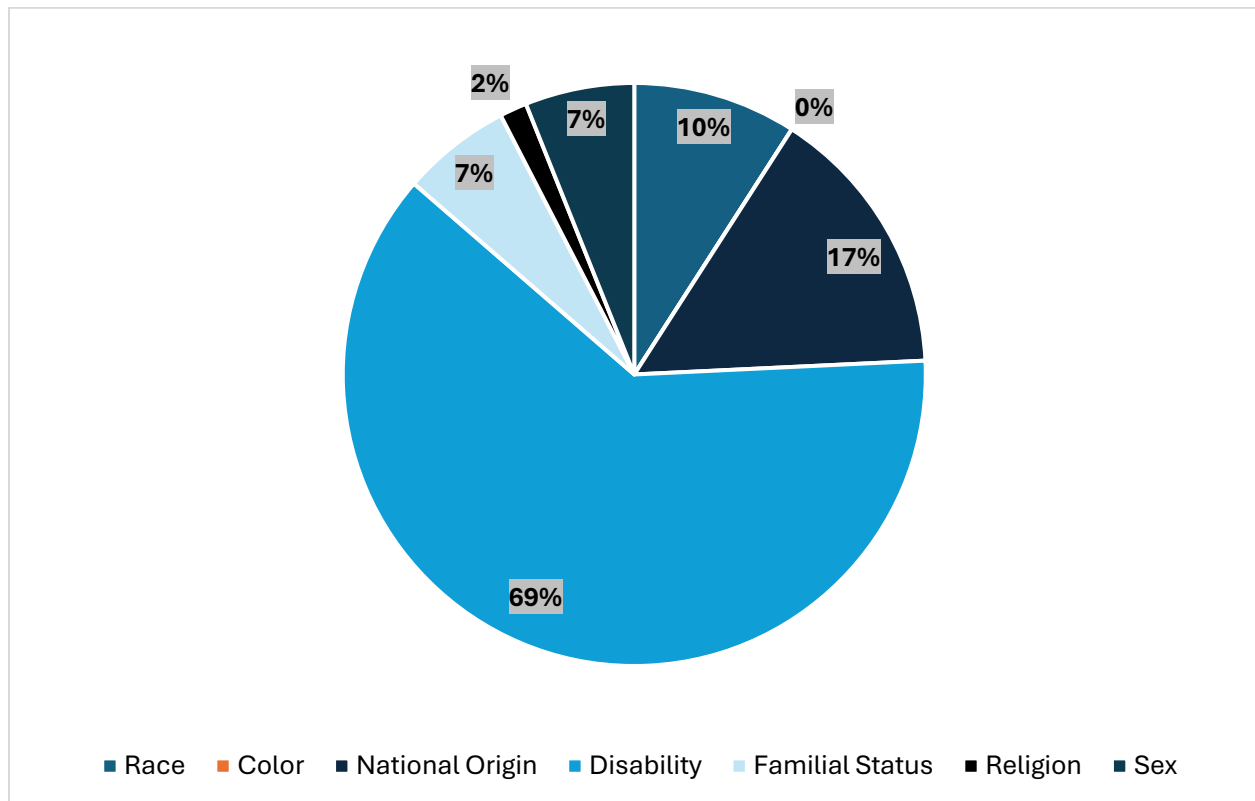
Figure 25—FHEO Filed Complaints by Year



Data Source: HUD Data Catalog (FHEO Filed Title VII Cases).

Of the 59 complaints filed during the time period, 41 (69 percent) were for discrimination on the basis of disability. Figure 26 displays the basis of complaints. Note, complaints can include multiple bases (such as race and national origin). The second most common basis for complaints was national origin, which accounted for 17 percent of complaints.

Figure 26—Housing Complaints by Protected Class



Data Source: HUD Data Catalog (FHEO Filed Title VII Cases).

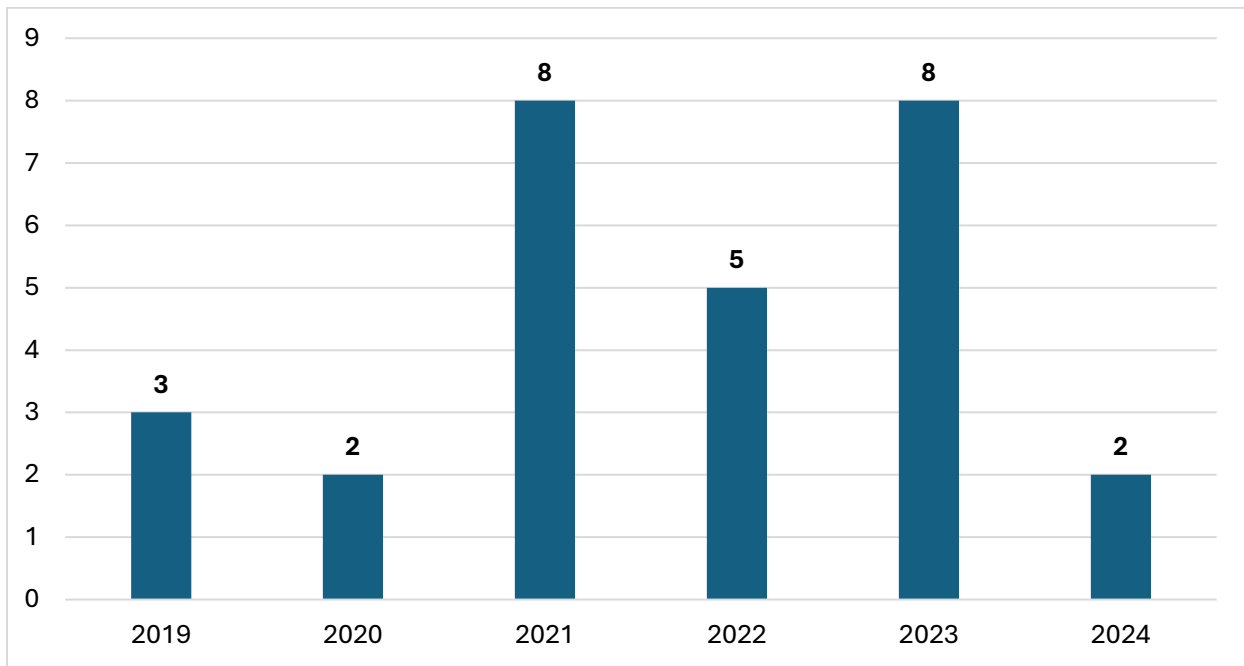
The Washington State Human Rights Commission (WSHRC)

Tri-Cities residents also have the option of reporting alleged instances of housing discrimination to the WSHRC, which works with HUD to process and investigate claims filed both with FHEO and WSHRC.

The Tri-Cities requested data from WSHRC on the number of complaints filed from 2019–2024 and the types of discrimination alleged in each case.

From 2019 to 2024, 28 fair housing complaints were filed by Tri-Cities residents with the WSHRC. Figure 27 depicts the number of cases by year. 2021 and 2023 recorded the highest number of cases, with eight.

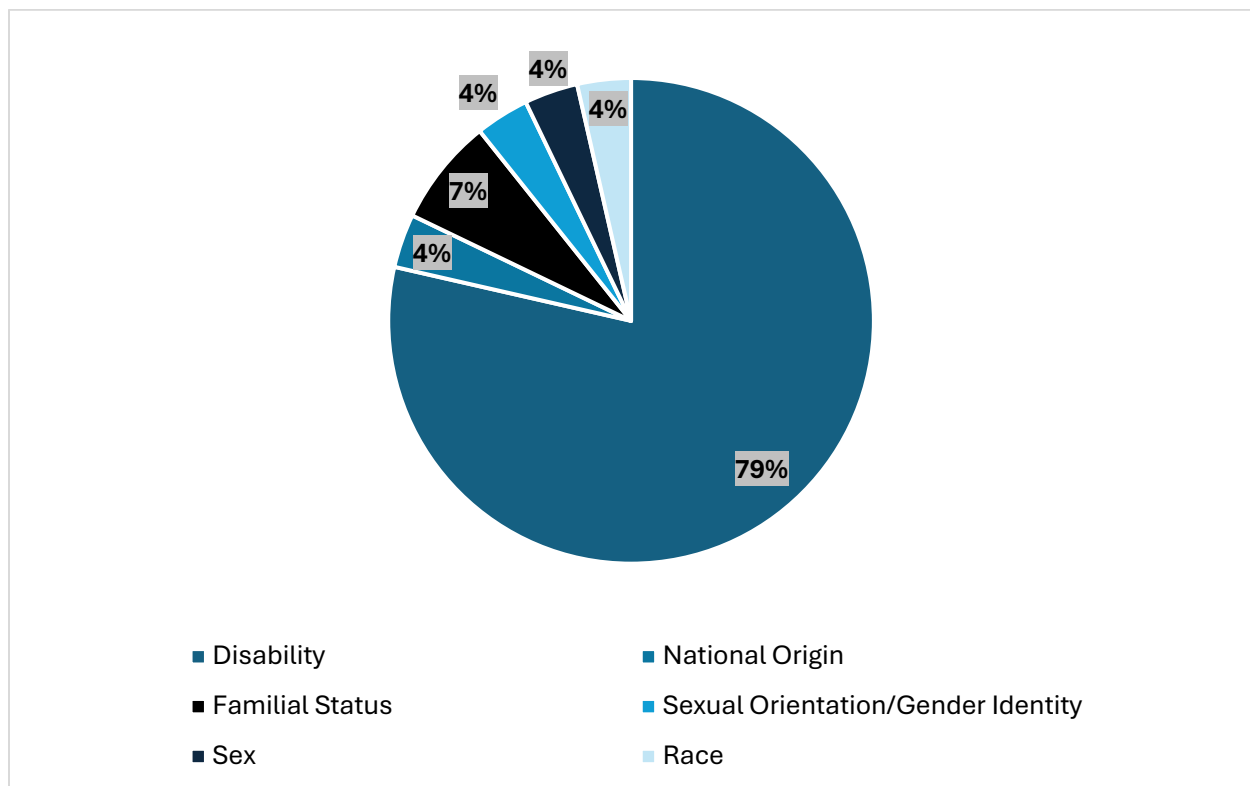
Figure 27—WSHRC Complaints by Year



Data Source: WSHRC Reports (2024).

In a similar trend to FHEO filed cases, most cases (79 percent) were for discrimination based on disability status. Figure 28 displays the basis of complaints. The second most common type of complaint was regarding familial status, which accounted for 7 percent of complaints.

Figure 28—Complaints by Protected Class



Fair Housing Testing and Training

Fair housing testing and training help communities understand gaps in fair housing practices and fair housing laws and regulations. They serve as tools to reduce housing discrimination. Knowing how to use and access these tools equips communities with resources to better confront discrimination and unfair housing practices.

Fair housing testing is provided by organizations receiving Fair Housing Initiatives Program (FHIP) funding from HUD. FHIP organizations help handle fair housing complaints, investigations, and testing. FHIPs send fair housing testers to properties suspected of practicing housing discrimination to uncover information about any potential fair housing issues.

The Northwest Fair Housing Alliance serves the Tri-Cities area and receives FHIP funding. During the fair housing consultation process, the HOME Consortium spoke with a representative from the organization. They noted that the organization has completed fair housing testing in the Tri-Cities.

The Northwest Fair Housing Alliance also offers fair housing training. The organization offers on-demand, in-person, and virtual trainings on several fair housing topics. In-person trainings are also available in Spanish.

Fair Housing Action Plan

Introduction

Through the fair housing planning process, the HOME Consortium gained valuable insight into the housing needs of many groups with certain characteristics. The HOME Consortium identified five primary barriers to fair housing, also known as impediments to fair housing. The Consortium also identified a set of actions to address each barrier and promote affordable, available housing for all residents.

Identified Impediments to Fair Housing

Impediments to fair housing restrict fair housing choice or access to opportunity. Impediments to fair housing can include local segregation, disproportionate housing needs in one section of the population, and documented instances of housing discrimination. Identifying impediments to fair housing allows the Tri-Cities HOME Consortium to explore programs and policies to help encourage fair housing.

The Consortium identified five impediments to fair housing, which are listed below.

Table 37—Identified Impediments to Fair Housing

Impediment	Description/Contributing Factors	Impacted Groups
There is a low supply of affordable housing in the Tri-Cities.	From 2015 to 2020, the number of Tri-Cities residents in unaffordable living situations increased by 2 percent. Stakeholders explained during consultation sessions that there are limited affordable housing options for residents. Low affordable housing supply often means that residents must live in either unaffordable or unsuitable living conditions (such as overcrowding). All residents are affected by a lack of affordable housing, but oftentimes certain groups face additional barriers to securing affordable housing, such as accessibility needs, difficulty navigating the housing system, or intentional exclusion.	All

Impediment	Description/Contributing Factors	Impacted Groups
Affordable housing options often lack accessible features for people with physical disabilities and seniors.	During consultation sessions, stakeholders working with certain populations expressed difficulty in finding physically accessible units for clients. A representative from the KHA noted that most public housing units are not physically accessible. People with physical disabilities, such as wheelchair users, and seniors often have accessibility requirements for housing units. Some examples of accessibility requirements include ramps, grab bars, elevators, wide doorways, and walk-in showers. These modifications make it possible for people with limited physical mobility to reside safely and comfortably in their homes.	People with a disability Seniors
Community members have limited knowledge of their fair housing rights and landlord responsibilities.	In a survey conducted for the Consolidated and Fair Housing Planning process, 42 percent of community respondents indicated that they know how to request reasonable accommodation. In a similar survey, 62 percent of stakeholders believed that Tri-Cities residents were not aware of how to report a fair housing violation. Fair housing reporting and reasonable accommodation requests are important aspects of fair housing. Knowing their rights, responsibilities, and options under the Fair Housing Act equips residents with the knowledge to advocate for their needs.	All
Non-English speakers face barriers to obtaining services and information in their native language.	Data analysis found that from 2017 to 2022, the non-English-speaking population in the Tri-Cities is becoming more diverse. Stakeholders particularly noted Spanish, Ukrainian, and Burmese as very common languages spoken in the Tri-Cities. Stakeholders also noted that they find it difficult to communicate with non-English speakers due to lack of bilingual staff and translated resources. Foreign-born residents often have LEP or speak English as a second language. As a result, they may find difficulty working with service providers, landlords, etc., to find housing.	Foreign-born residents

Impediment	Description/Contributing Factors	Impacted Groups
Certain populations require additional services to ensure they can effectively use transportation systems to get to important places.	Geographically, the Tri-Cities is spread out across two counties, which are separated by a river. Many residents travel between the three cities for work, services, and leisure. Stakeholders noted during consultation sessions that limited public transportation options serve as a barrier to people getting to necessary places. All residents are affected by limited public transportation options, such as inconvenient times and non-direct routes. However, some groups face additional barriers to public transportation usage. For example, seniors and people with disabilities often require on-demand ride services that have accessible vehicles, such as a wheelchair lift. In addition, foreign-born residents may have difficulty navigating the transportation system if materials are not translated into their native language.	People with a disability Seniors Foreign-born residents

Recommended Actions

The Tri-Cities HOME Consortium recognizes that the impediments described in the previous section have impacts on how certain groups find and maintain housing that suits their needs. The Consortium is committed to removing barriers to fair housing. Through the fair housing planning process, the Consortium identified a set of actions to take over the next five years to work toward overcoming the identified impediments to fair housing.

Table 38—Fair Housing Action Plan

Impediment	Strategy	Action Steps	Connection to Impediment
There is a low supply of affordable housing in the Tri-Cities.	The Consortium will continue to partner with housing authorities to explore building more affordable housing.	The Consortium will meet with the housing authorities to discuss new affordable housing developments.	Building additional housing units with affordability criteria, such as income limits, increases the housing supply. Ensuring those units are affordable helps all populations access those units.
	The Consortium will utilize various outreach techniques, such as newspaper, mail, and social media, to promote the Down Payment Assistance Program.	The Consortium will analyze the most effective ways to reach all populations and will explore using those methods to advertise the Down Payment Assistance Program.	Assisting certain groups with homeownership opportunities (e.g., providing down payment assistance) increases the housing options available to those groups. However, these populations must be aware of the program and their requirements. Targeted outreach to populations who may have not otherwise known about the program increases the likelihood of them applying and receiving assistance.

Impediment	Strategy	Action Steps	Connection to Impediment
Affordable housing options often lack accessible aspects for people with physical disabilities and seniors.	Richland and Pasco will utilize various outreach techniques, such as newspaper, mail, and social media, to promote the cities' owner-occupied rehabilitation program. Kennewick will investigate creating a CDBG-funded owner occupied rehabilitation program. The Tri-Cities will investigate utilizing HOME funding for Americans with Disabilities Act rehab projects.	Richland and Pasco will analyze the most effective ways to reach all populations and will explore using those methods to advertise the Owner-Occupied Rehabilitation Program. Kennewick will meet with Richland and Pasco to discuss the steps to start a owner occupied rehabilitation program. The Consortium will have met to discuss logistics surrounding utilizing HOME funding for Americans with Disabilities Act rehab projects.	Many housing units can be modified to be more accessible. For instance, ramps and grab bars can be added to the front of the unit to make the entrance easier to get to. Modifying existing units increases the accessible housing supply. these populations must be aware of the program and their requirements. Targeted outreach to populations who may have not otherwise known about the program increases the likelihood of them applying and receiving assistance.
	The Consortium will explore utilizing local forums to increase knowledge of accessible building standards and community needs among housing developers.	The Consortium will present at one housing developer forum regarding accessible building.	Bringing awareness of accessibility standards and community needs to housing developers allows them to incorporate those elements into their designs. This can increase the number and quality of accessible housing units being developed.
	The Consortium will promote ADU development by advocating for policies and programs that support the housing type.	The Consortium will analyze barriers to ADU development in each of their communities and develop policy and program suggestions to overcome these barriers.	ADUs provide an opportunity to increase the accessible, affordable housing stock. ADUs are often one level, making them easier to navigate for seniors and people with limited mobility. Each city's municipal code outlines the parameters for ADU development. A policy landscape that is amenable to ADUs helps promote their development.

Impediment	Strategy	Action Steps	Connection to Impediment
Community members have limited knowledge of their fair housing rights and landlord responsibilities.	The Consortium will organize and host a fair housing training for organizations working with residents.	The Consortium will host one fair housing training for service providers.	Service providers often have direct contact with certain groups. Equipping staff with fair housing knowledge that is specific to the characteristics of the groups they serve allows them to assist residents with questions and complaints.
	The Consortium will explore hosting a fair housing training for landlords.	The Consortium will meet with a fair housing training organization regarding a landlord training program.	Many people rent their homes. Providing training on leasing, advertising, and property management as it relates to fair housing increases landlords' knowledge and reminds them of their responsibility to abide by fair housing laws.
	The Consortium will explore working with the KHA and the HACPFC to create a fair housing educational program for residents.	The Consortium will meet with the housing authorities regarding an educational program for residents.	Many residents may not know their fair housing rights. They may even be unaware that they are being discriminated against. Informing residents of their rights makes it easier for them to spot when their right to fair housing is being violated.
Non-English speakers face barriers to obtaining services and information in their native language.	The Consortium will continue to work on translating key documents, such as program applications, into other languages.	The Consortium will translate all CDBG- and HOME-related documents into Spanish.	Translating applications, informational materials, and important notices into multiple languages increases the number of non-English-speaking residents able to benefit from programs and services.
	The Consortium will continue to utilize the Language Line to communicate with non-English-speaking residents.	Each city will have a subscription to the Language Line.	The Language Line provides live translation in several languages. Utilizing the Language Line allows city staff to support non-English speakers in person and over the phone. This allows non-English-speaking residents to benefit from in-person programs and services.

Impediment	Strategy	Action Steps	Connection to Impediment
	The Consortium will work with non-profit agencies to understand the barriers and services needed for non-English-speaking residents.	The Consortium will hold one meeting with non-profit agencies working with non-English-speaking residents.	Non-profit agencies work firsthand with non-English-speaking populations. As a result, they likely have a greater understanding of the challenges faced by non-English speakers. Understanding these barriers allows the Consortium to target language and translation services to be most effective.
Certain populations rely on transportation systems, such as pedestrian and public transit systems, to access housing, services, schools, and jobs.	The Consortium will work with community partners, including the transit authority, to implement the goals outlined in their respective Bike-Pedestrian Plans.	The Consortium will implement the goals outlined in their respective Bike-Pedestrian Plans.	Increasing alternate forms of transportation, such as bikes and pedestrian paths, increases the options available to residents to get to important places. Ensuring these modes of transportation are accessible creates new forms of transportation for seniors and people with disabilities.
	Each city will continue to support the free bus pass program for students run by Ben Franklin Transit.	The Consortium will coordinate with Ben Franklin Transit regarding the free bus pass program. The cities will support coordination with non-profits to provide greater access to the program.	Free bus passes ensure that students have a way to get to school and other important places.
	Each city will continue to evaluate crosswalks that need updating to meet visual and auditory accessibility standards.	The Consortium will have a greater understanding of crosswalks that need updating to meet visual and auditory accessibility standards.	Ensuring that crosswalks meet visual and auditory standards improves accessibility. This creates more opportunities for people with disabilities to utilize pedestrian paths.

Appendix

Table 1A—Organizations Consulted

Agency/Group/Organization	Agency/Group/Organization Type	Method of Consultation
Snipes H3	Housing Services—Children Services—Education Services—Employment	Consultation
Richland School District	Services—Education	Consultation
Kennewick School District	Services—Education	Consultation
Fourth Dimension Living	Other—Business Entity	Consultation
Benton Franklin Health District	Services—Health Health Agency	Consultation
Greater Health Now	Services—Health	Consultation
Senior Life Resources Northwest	Services—Elderly Persons Services—Persons with Disabilities	Consultation
Domestic Violence Services of Benton and Franklin Counties	Housing Services—Victims of Domestic Violence	Consultation Survey
Supportive Services for Veterans (Blue Mountain Action Council)	Housing Other—Services—Veterans Services—Homeless	Consultation
Benton County Human Services	Other Government—County	Consultation Survey
Tri-Cities Chaplaincy	Other—Religious Organization	Consultation Survey
OIC of Washington	Other—Services—Veterans Services—Homeless	Consultation
Washington State 211	Services—Homeless Services—Health Services—Education Services—Employment	Consultation
Lutheran Community Services	Housing Services—Children	Consultation Survey

Agency/Group/Organization	Agency/Group/Organization Type	Method of Consultation
	Services—Elderly Persons	
Washington Monitoring	Services—Employment Other—Services—Veterans Housing	Consultation
Sent to Serve	Housing Services—Homeless	Consultation
Habitat for Humanity	Housing	Consultation
Benton Franklin Community Action Connection	Services—Homeless Housing	Consultation
Benton Franklin Council of Governments	Regional organization	Consultation
Tri-Cities Regional Chamber of Commerce	Business Leaders Regional Organization	Consultation
Tri-Cities Development Council	Regional Organization Planning Organization	Consultation Survey
Visit Tri-Cities	Regional Organization Planning Organization	Consultation
Port of Benton	Other Government—Local	Consultation Survey
Benton and Franklin Counties Human Services Department	Services—Children Continuum of Care Services—Persons with Disabilities	Consultation
Lourdes Behavioral Health	Services—Health Services—Homeless	Consultation
Pasco Public Works Department	Other Government—Local	Consultation
Pasco Parks and Recreation Department	Other Government—Local	Consultation
Richland Public Works Department	Other Government—Local	Consultation Survey
Ben Franklin Transit	Planning Organization Regional Organization	Consultation Survey
Kennewick Community and Development Services Department	Other Government—Local	Consultation Survey

Agency/Group/Organization	Agency/Group/Organization Type	Method of Consultation
Richland Community and Development Services Department	Other Government—Local	Consultation Survey
Pasco Community Development Services Department	Other Government—Local	Consultation
Ben Franklin Legal Aid	Service—Fair Housing	Consultation
City of Pasco Code Division	Other Government—Local	Consultation Survey
Northwest Fair Housing Alliance	Service—Fair Housing	Consultation Survey
Communities in Schools of Benton-Franklin	Services—Education	Survey
Grace Clinic	Services—Health Services—Persons with Disabilities	Survey
Support, Advocacy & Resource Center	Services—Victims of Domestic Violence	Survey
Benton Rural Electric Association	Regional Organization	Survey
Retter & Co. Sotheby's	Business Leaders	Survey
Elijah Family Homes	Housing	Survey
Northwest Justice Project	Service—Fair Housing	Survey
Ziply Fiber	Business Leaders	Survey
Housing Authority of City of Pasco and Franklin County	PHA	Survey
My Friends Place	Services—Homeless Services—Children	Survey
The Arc of Tri-Cities	Services—Persons with Disabilities	Survey
Benton-Franklin Juvenile Court	Other Government—Local	Survey

Table 2A—Other Federal Regulations Regarding Fair Housing

Federal Law/Regulation	Brief Description
Title VI of the Civil Rights Act of 1964	Title VI prohibits discrimination against any person on the basis of race, color, and national origin in programs and activities that received federal funding.
Age Discrimination Act of 1975	This Act prohibits discrimination on the basis of age in programs and activities that receive federal funding.
Violence Against Women Act of 1994	The Violence Against Women Act provides housing protections for people who have previously or are currently experiencing domestic violence, sexual assault, dating violence, or stalking and are applying for or living in housing units that receive federal funding.
Equal Credit Opportunity Act of 1974	This Act prohibits discrimination on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or good faith exercise of any rights under the Consumer Credit Protection Act. Creditors must also provide applicants with the reasons they were denied credit, if it is requested.
Consumer Credit Protection Act Of 1968	This Act provides protections for consumers from creditors, banks, and credit card companies by requiring the full disclosure of the terms and conditions of finance charges in credit transactions and offers to extend credit.
Home Mortgage Disclosure Act (1975) (“HMDA”)	This Act requires that many financial institutions maintain, report, and publicly disclose information about mortgage loans.
Section 1031 Of Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) (“Dodd-Frank”)	Section 1031 of the Dodd-Frank Act provides protections for consumers by allowing the Consumer Financial Protection Bureau to prevent individuals or service providers from committing unfair, deceptive, or abusive acts or practices under federal law in connection with consumer transactions for financial products or services.
Executive Order 11063: Equal Opportunity in Housing (1962)	This Executive Order prohibits discrimination on the basis of race, color, creed, and national origin in the sale, leasing, rental, or other disposition of properties owned or operated by the federal government or provided with federal funding.
Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing (1994)	This Executive Order requires federal agencies to affirmatively further fair housing in their programs and activities and tasks the secretary of HUD with coordinating efforts to affirmatively further fair housing.
2016 Equal Access Rule	This regulation states that HUD-funded homeless service providers must shelter clients in a shelter or facility that aligns with their gender identity and that clients not be isolated or segregated based on gender identity.



Tri-Cities HOME Consortium

2025-2029

Tri-Cities Assessment of Fair Housing

PURPOSE

- The Tri-Cities HOME Consortium conducts a fair housing planning process every five years to assess barriers to equitable housing access.
- This process is designed to identify unique challenges faced by individuals who encounter disproportionate housing obstacles due to specific characteristics protected under federal and state fair housing laws.



IDENTIFIED IMPEDIMENTS TO FAIR HOUSING:

- Limited supply of affordable housing.
- Insufficient accessible housing for seniors and individuals with disabilities.
- Low public awareness of fair housing rights and landlord obligations.
- Language access barriers for non-English speakers.
- Transportation gaps impacting access to essential services.



PROPOSED ACTIONS 2025-2029

Increase Affordable Housing Supply

- Continue partnerships with housing authorities to expand affordable housing.
- Promote the Down Payment Assistance Program through multilingual outreach channels.

Expand Accessible Housing

- Support owner-occupied rehabilitation programs in all three cities.
- Investigate the use of HOME funds to retrofit homes for accessibility.
- Promote accessible building standards among developers.
- Advocate for ADU-friendly policies and development.



PROPOSED ACTIONS - CONTINUATION

Promote Fair Housing Awareness

- Host fair housing trainings for non-profits and landlords.
- Collaborate with local housing authorities on resident education programs.

Improve Language Access

- Translate program documents and utilize interpreter services.
- Partner with non-profits to assess language access needs and resources.

Enhance Transportation Connectivity

- Coordinate with Ben Franklin Transit to support bus pass programs.
- Prioritize connectivity through Transportation System Master Plan & City Standards.
- Advance bike and pedestrian infrastructure projects.
- Upgrade crosswalks to meet accessibility standards.



Questions?



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Items of Business

Strategic Priority 2 - Financial Sustainability

Subject:

Resolution No. 2025-91, Adopting the 2026–2031 Six-Year Transportation Improvement Program

Department/Office
Public Works

Ordinance/Resolution Number:
2025-91

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-91, adopting the 2026-2031 Six-Year Transportation Improvement Program.

Summary:

RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvements Program (TIP). The City's practice for preparing and reviewing its TIP involves multiple public involvement opportunities, including public meetings before Richland's Planning Commission and Parks & Recreation Commission, as well as input from the general public through the Public Works Department webpage.

At their respective meetings on May 8, 2025 and May 28, 2025, the Richland Parks & Recreation Commission and the Richland Planning Commission each issued a favorable recommendation for the adoption of the proposed 2026-2031 TIP. On May 27, 2025, staff presented details of the proposed 2026-2031 TIP to City Council during its regular workshop meeting.

As required by state law, Richland City Council held a public hearing on June 3, 2025 to receive public input on the proposed 2026-2031 Six-Year Transportation Improvement Program. The list of projects included in the 2026-2031 TIP are necessary to meet Richland's transportation needs.

Staff recommends adoption of Resolution No. 2025-91.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2025-91
2. 2026-2031 Transportation Improvement Program Map

RESOLUTION NO. 2025-91

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2026-2031 SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM.**

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP); and

WHEREAS, the City's practice for preparing and reviewing its TIP involves multiple public involvement opportunities, including public meetings before Richland's Planning Commission and Parks & Recreation Commission, as well as input from the general public through the Public Works Department webpage; and

WHEREAS, at its May 8, 2025 meeting, the Richland Parks & Recreation Commission favorably recommended that Richland City Council adopt the proposed 2026-2031 TIP; and

WHEREAS, at its May 28, 2025 meeting, the Richland Planning Commission favorably recommended that Richland City Council adopt the proposed 2026-2031 TIP; and

WHEREAS, as required by state law, Richland City Council held a public hearing on June 3, 2025 to receive public input on the proposed 2026-2031 Six-Year Transportation Improvement Program; and

WHEREAS, the list of projects contained in the 2026-2031 TIP are necessary to meet Richland's transportation needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2026-2031 Six-Year Transportation Improvement Program attached as **Exhibit A** and incorporated by reference is hereby adopted.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

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
02	1	SR-240/Aaron Drive Complete Streets Improvements SR240 SR240 EB Ramp to I-182 EB Ramp Construct grade separated eastbound ramp from EB SR240 to EB I-182. Reconstruct existing SR240/Aaron Dr intersection. Construct pedestrian facilities to cross SR-240.	WA-12909	06/03/25	06/03/25			03		0.890	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	STBG(UL)	2,422,000		0	378,000	2,800,000
P	CN	2029		0	OTHER	36,000,000	0	36,000,000
Totals				2,422,000		36,000,000	378,000	38,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	2,800,000	0	0	0	0
CN	0	0	0	36,000,000	0
Totals	2,800,000	0	0	36,000,000	0

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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	2	SR-240 Pedestrian Crossing Tapteal Drive to Columbia Park Trail Construct a grade separated pedestrian crossing over SR-240 west of Columbia Center Blvd. and associated active transportation connections.	WA-14253	06/03/25	06/03/25			08	O P		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	2029		0	MAW	1,526,560	0	1,526,560
P	PE	2029		0	Ped/Bike Program	169,617	0	169,617
P	RW	2029		0		0	312,519	312,519
S	CN	2030		0	MAW	3,473,440	0	3,473,440
P	CN	2030		0	Ped/Bike Program	4,830,383	1,631,829	6,462,212
Totals				0		10,000,000	1,944,348	11,944,348

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	1,696,177	0
RW	0	0	0	312,519	0
CN	0	0	0	0	9,935,652
Totals	0	0	0	2,008,696	9,935,652

Six Year Transportation Improvement Program
From 2026 to 2031

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
03	3	South George Washington Way Pavement Preservation George Washington Way Columbia Point Drive to Bradley Boulevard Hot mix asphalt mill and overlay, pavement repair, pavement markings, curb, gutter, and ADA curb ramps on George Washington Way from the south side of the Columbia Point/Adams Drive intersection to the north side of the Bradley Boulevard intersection.	WA-16349	06/03/25	06/03/25			05		0.520	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026	NHPP	1,247,000		0	0	1,247,000
Totals				1,247,000		0	0	1,247,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,247,000	0	0	0	0
Totals	1,247,000	0	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
05	4	Center Parkway South Extension Center Parkway Leslie Road to Wishkah Drive Construct a 2-lane collector with bike lanes, separated pathway, and storm drainage on both sides of the street. Left turn lanes will be constructed where needed.	WA-15791	06/03/25	06/03/25			01	C G P S W	0.640	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026		0		0	1,995,000	1,995,000
Totals				0		0	1,995,000	1,995,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,995,000	0	0	0	0
Totals	1,995,000	0	0	0	0

Six Year Transportation Improvement Program

From 2026 to 2031

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	5	Systemic Pedestrian Crossing Safety Improvements Phase 2 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-15793	06/03/25	06/03/25			21	P S W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	TA(UL)	56,225		0	8,775	65,000
P	RW	2027	TA(UL)	43,250		0	6,750	50,000
P	CN	2028	TA(UL)	328,700		0	51,300	380,000
Totals				428,175		0	66,825	495,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	65,000	0	0	0	0
RW	0	50,000	0	0	0
CN	0	0	380,000	0	0
Totals	65,000	50,000	380,000	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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	Systemic Stop-Controlled Intersections Safety Improvements Phase 2 Various Various to Various Install advance intersection warning system, mini roundabouts, curb extensions, signing, pavement markings, and additional traffic control.	WA-15794	06/03/25	06/03/25			21	P S W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2026	HSIP	100,000		0	0	100,000
S	CN	2027	HSIP	1,362,000		0	0	1,362,000
Totals				1,462,000		0	0	1,462,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	100,000	0	0	0	0
CN	0	1,362,000	0	0	0
Totals	100,000	1,362,000	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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	7	Safe Routes to School Improvements Various to Safety improvements to various locations related to elementary school walk routes.	WA-15796	06/03/25	06/03/25			21			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	SRTS	505,606		0	0	505,606
P	CN	2027	SRTS	2,528,032		0	0	2,528,032
Totals				3,033,638		0	0	3,033,638

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	505,606	0	0	0	0
CN	0	2,528,032	0	0	0
Totals	505,606	2,528,032	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
16	8	Gage Boulevard Improvements Gage Boulevard Penny Royal Ave to Morency Dr. Add curb, gutter, sidewalks, bike lanes, street lights, storm drainage on Gage Boulevard.	R028	06/03/25	06/03/25			04	O P	0.750	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028	STBG(UL)	216,250		0	33,750	250,000
P	RW	2029	STBG(UL)	60,550		0	9,450	70,000
P	CN	2030	STBG(UL)	1,730,000		0	600,000	2,330,000
Totals				2,006,800		0	643,200	2,650,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	250,000	0	0
RW	0	0	0	70,000	0
CN	0	0	0	0	2,330,000
Totals	0	0	250,000	70,000	2,330,000

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
02	9	SR-240 and Airport Way Pedestrian Crossing SR-240 Airport Way to Airport Way Construct pedestrian crossing at Airport Way to cross SR-240 and connect to trail.	WA-14277	06/03/25	06/03/25			28		0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	Ped/Bike Program	150,000	0	150,000
P	CN	2027		0	Ped/Bike Program	1,150,000	0	1,150,000
Totals				0		1,300,000	0	1,300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	0	0	0	0
CN	0	1,150,000	0	0	0
Totals	150,000	1,150,000	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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	10	Central Richland Active Transportation Improvements Various N/A to N/A Location selection, treatment identification, and development of active transportation improvements for safety and connectivity within central Richland's highest need and nearby high need equity areas.	WA-16261	06/03/25	06/03/25			28			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0	Ped/Bike Program	154,000	0	154,000
P	CN	2027		0	Ped/Bike Program	1,000,000	0	1,000,000
Totals				0		1,154,000	0	1,154,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	154,000	0	0	0	0
CN	0	1,000,000	0	0	0
Totals	154,000	1,000,000	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
04	11	South Kingsgate Corridor Extension Kingsgate Way Keene Road to City limits Construct a new 3-lane road with curb, gutter, sidewalk, bike lanes, streetlights and storm drainage facilities and associated intersections at Keene Road, Kennedy Road and Queensgate Dr.	WA-14284	06/03/25	06/03/25			01	C G P S W	1.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	650,897	650,897
P	RW	2030		0		0	1,896,000	1,896,000
P	CN	2030		0		0	7,223,268	7,223,268
Totals				0		0	9,770,165	9,770,165

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	650,897
RW	0	0	0	0	1,896,000
CN	0	0	0	0	7,223,268
Totals	0	0	0	0	9,770,165

Six Year Transportation Improvement Program
From 2026 to 2031

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
03	12	Gage Blvd and Leslie Road Intersection Improvements Gage Blvd Leslie Road to Leslie Road Improve capacity of intersection including adding lanes, signal modifications, hot mix asphalt, curb, gutter, ADA ramps, sidewalk, streetlights, pavement markings, and signage.	WA-14273	06/03/25	06/03/25			03	P S W	0.110	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027	STBG(UL)	86,020		0	15,180	101,200
P	CN	2028	STBG(UL)	989,218		0	174,568	1,163,786
Totals				1,075,238		0	189,748	1,264,986

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	101,200	0	0	0
CN	0	0	1,163,786	0	0
Totals	0	101,200	1,163,786	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
03	13	Duportail/Kennedy Intersection Improvements Duportail Street Keene Road to 500 ft east of Kennedy Road Construct a roundabout at Duportail Street and Kennedy Road intersection, and associated signage, pavement markings, concrete median, curb, gutter, sidewalk, and streetlights from Keene Road to 500 ft east of Kennedy.	WA-11973	06/03/25	06/03/25			03	C G P S T W	0.360	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026		0	TIB	535,318	749,130	1,284,448
Totals				0		535,318	749,130	1,284,448

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,284,448	0	0	0	0
Totals	1,284,448	0	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
04	14	Leslie Road and Reata Road Intersection Improvements Leslie Road Reata Road to Reata Road Reconstruct existing intersection at Leslie/Reata for additional capacity.	WA-14272	06/03/25	06/03/25			03	G P S W	0.110	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	155,389	155,389
P	RW	2028		0		0	50,000	50,000
P	CN	2029		0		0	1,736,977	1,736,977
Totals				0		0	1,942,366	1,942,366

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	155,389	0	0
RW	0	0	50,000	0	0
CN	0	0	0	1,736,977	0
Totals	0	0	205,389	1,736,977	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
03	15	Duportail/Driveway Intersection Improvement Duportail Street 500 ft west of Commercial Driveway to 850 ft east of Commercial Driveway Construct a roundabout at Duportail street and Vintner Square commercial driveway intersection, and associated signage, pavement markings, concrete median, curb, gutter, sidewalk, and streetlights on Duportail from 500 ft west to 850 ft east of the driveway.	WA-11974	06/03/25	06/03/25			03	C G O P S T W	0.050	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026		0	TIB	535,318	749,130	1,284,448
Totals				0		535,318	749,130	1,284,448

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,284,448	0	0	0	0
Totals	1,284,448	0	0	0	0

Six Year Transportation Improvement Program

From 2026 to 2031

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
03	16	Queensgate Drive and Duportail Street Intersection Improvements Queensgate Drive Duportail Street to Duportail Street Widen Queensgate and Duportail at the intersection to add turn lanes and upgrade intersection signals.	WA-15097	01/21/25	06/04/24	01/21/25	2025-14	03	P S W	0.210	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026		0	TIB	267,659	374,565	642,224
Totals				0		267,659	374,565	642,224

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	642,224	0	0	0	0
Totals	642,224	0	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
12	17	Vantage Highway Pathway - Phase 3 SR 240 Twin Bridges Road to Kingsgate Way Construct a separated multi-use pathway on the north side of SR 240.	R034	06/03/25	06/03/25			28		1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029	TA(UL)	60,000		0	0	60,000
P	CN	2030	TA(UL)	700,000		0	0	700,000
Totals				760,000		0	0	760,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	60,000	0
CN	0	0	0	0	700,000
Totals	0	0	0	60,000	700,000

Six Year Transportation Improvement Program

From 2026 to 2031

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
03	18	George Washington Way Sidewalk Improvements George Washington Way Comstock Street to Bradley Boulevard Construct concrete sidewalk, slope stabilization, streetlights, and signage on George Washington Way from Comstock Street to Bradley Boulevard.	WA-16350	06/03/25	06/03/25			28	P	0.270	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2026		0	TIB	897,368	224,342	1,121,710
Totals				0		897,368	224,342	1,121,710

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,121,710	0	0	0	0
Totals	1,121,710	0	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
11	19	Dallas Rd/I-82 WB Ramp I/S Improvements Dallas Road I-82 to I-82 Reconstruct ramp and intersection for added capacity.	WA-11177	06/03/25	06/03/25			03	P S	0.410	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	190,257	190,257
P	CN	2027		0		0	2,187,956	2,187,956
Totals				0		0	2,378,213	2,378,213

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	190,257	0	0	0	0
CN	0	2,187,956	0	0	0
Totals	190,257	2,187,956	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
11	20	Dallas Rd/I-82 EB Ramp I/S Improvements Dallas Road I-82 to I-82 Reconstruct ramp and intersection for added capacity.	WA-11178	06/03/25	06/03/25			03	P S	0.410	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	184,322	184,322
P	CN	2027		0		0	2,119,705	2,119,705
Totals				0		0	2,304,027	2,304,027

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	184,322	0	0	0	0
CN	0	2,119,705	0	0	0
Totals	184,322	2,119,705	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
16	21	Dallas Road Widening Dallas Road City Limits to I-82 Widening Dallas Road from 2-lanes to 4-lanes with curb, gutter, active transportation path, bike lanes, streets lights and storm drainage facilities.	WA-11171	06/03/25	06/03/25			03	P S	0.720	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	150,000	150,000
P	CN	2027		0		0	1,368,703	1,368,703
Totals				0		0	1,518,703	1,518,703

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	150,000	0	0	0	0
CN	0	1,368,703	0	0	0
Totals	150,000	1,368,703	0	0	0

Six Year Transportation Improvement Program

From 2026 to 2031

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
16	22	Gage Blvd - Badger Mountain South Improvements Gage Blvd Reata Road to Queensgate Dr. Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities. Includes intersection improvements at Queensgate Blvd, Trowbridge Blvd, and Morningside Parkway.	WA-11167	06/03/25	06/03/25			01	O P S W	2.290	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	938,866	938,866
P	RW	2027		0		0	3,083,190	3,083,190
P	CN	2028		0		0	10,435,484	10,435,484
Totals				0		0	14,457,540	14,457,540

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	938,866	0	0	0
RW	0	3,083,190	0	0	0
CN	0	0	10,435,484	0	0
Totals	0	4,022,056	10,435,484	0	0

Six Year Transportation Improvement Program
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Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
03	23	Duportail Street and City View Drive Intersection Improvements Duportail Street City View Drive to City View Drive Construct signalized intersection.	WA-15099	06/03/25	06/03/25			03	C O P S T W	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	69,550	69,550
P	CN	2027		0		0	799,825	799,825
Totals				0		0	869,375	869,375

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	69,550	0	0	0	0
CN	0	799,825	0	0	0
Totals	69,550	799,825	0	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
17	24	Gage Boulevard Extension Gage Boulevard Morency Dr. to Queensgate Blvd. Construct a 3-lane street and roundabout with curb, gutter, sidewalk, bike lanes, street lights and drainage facilities.	WA-11159	06/03/25	06/03/25			01	O P	0.600	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	184,487	184,487
P	RW	2029		0		0	985,320	985,320
P	CN	2030		0		0	2,450,751	2,450,751
Totals				0		0	3,620,558	3,620,558

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	184,487	0	0
RW	0	0	0	985,320	0
CN	0	0	0	0	2,450,751
Totals	0	0	184,487	985,320	2,450,751

Six Year Transportation Improvement Program
From 2026 to 2031

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
17	25	Shockley Rd Extension Shockley Rd Keene Rd to S of Badger Valley Way Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities	WA-11166	06/03/25	06/03/25			01	O P S W	0.600	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	72,661	72,661
P	RW	2030		0		0	459,000	459,000
P	CN	2031		0		0	835,609	835,609
Totals				0		0	1,367,270	1,367,270

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	72,661
RW	0	0	0	0	459,000
CN	0	0	0	0	835,609
Totals	0	0	0	0	1,367,270

Six Year Transportation Improvement Program
From 2026 to 2031

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
16	26	Trowbridge Blvd Sol Duc Ave to Gage Blvd Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities. Includes intersection with Southgate (Road A)	WA-11169	06/03/25	06/03/25			01	O P S W	1.090	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	424,520	424,520
P	RW	2027		0		0	1,178,775	1,178,775
P	CN	2028		0		0	4,881,984	4,881,984
Totals				0		0	6,485,279	6,485,279

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	424,520	0	0	0
RW	0	1,178,775	0	0	0
CN	0	0	4,881,984	0	0
Totals	0	1,603,295	4,881,984	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
17	27	Bella Coola Ln Bella Coola Ln Copper Mountain Apartments to Gage Blvd Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities. Includes intersection improvements at Southgate (Road A).	WA-11172	06/03/25	06/03/25			01	O P S W	0.630	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	371,798	371,798
P	RW	2027		0		0	1,039,500	1,039,500
P	CN	2028		0		0	4,275,687	4,275,687
Totals				0		0	5,686,985	5,686,985

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	371,798	0	0	0
RW	0	1,039,500	0	0	0
CN	0	0	4,275,687	0	0
Totals	0	1,411,298	4,275,687	0	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
14	28	Stevens Drive Pathway Stevens Drive Spengler St to Horn Rapids Rd Construct a separated multi-use pathway on east side of Stevens Drive.	R016	06/03/25	06/03/25			28	C P T	2.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	74,260	74,260
P	CN	2029		0		0	933,590	933,590
Totals				0		0	1,007,850	1,007,850

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	74,260	0	0
CN	0	0	0	933,590	0
Totals	0	0	74,260	933,590	0

Six Year Transportation Improvement Program

From 2026 to 2031

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	29	City-wide Horizontal Curve Safety Improvements to Install horizontal curve warning signs on various routes.	WA-14256	06/03/25	06/03/25			21			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028	HSIP	72,000		0	8,000	80,000
P	RW	2028	HSIP	18,000		0	2,000	20,000
P	CN	2029	HSIP	489,000		0	0	489,000
Totals				579,000		0	10,000	589,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	80,000	0	0
RW	0	0	20,000	0	0
CN	0	0	0	489,000	0
Totals	0	0	100,000	489,000	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
04	30	WA-15095 Leslie Road and Clearwater Avenue Intersection Improvements Leslie Road Clearwater Avenue to Clearwater Avenue Add lanes and make upgrades to roundabout.		06/05/25	06/05/25			03	O P W	0.110	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	132,700	132,700
P	RW	2028		0		0	18,000	18,000
P	CN	2029		0		0	1,526,051	1,526,051
Totals				0		0	1,676,751	1,676,751

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	132,700	0	0
RW	0	0	18,000	0	0
CN	0	0	0	1,526,051	0
Totals	0	0	150,700	1,526,051	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
03	31	Queensgate Drive and WB I-182 Ramps Intersection Improvements Queensgate Drive I-182 to I-182 Construct roundabout.	WA-15792	06/03/25	06/03/25			03	P S W	0.210	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029		0		0	155,389	155,389
P	CN	2030		0		0	1,786,977	1,786,977
Totals				0		0	1,942,366	1,942,366

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	155,389	0
CN	0	0	0	0	1,786,977
Totals	0	0	0	155,389	1,786,977

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
02	32	SR-240 Widening - Hagen to Kingsgate 1000' west of Hagen Road to 1000' west of Kingsgate Way Construct additional lanes.	WA-14263	06/03/25	06/03/25			03		1.240	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	350,000	350,000
P	CN	2031		0		0	3,797,200	3,797,200
Totals				0		0	4,147,200	4,147,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	350,000
CN	0	0	0	0	3,797,200
Totals	0	0	0	0	4,147,200

Six Year Transportation Improvement Program
From 2026 to 2031

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
02	33	SR-240 Widening - Kingsgate to Village Parkway SR-240 1000' west of Kingsgate Way to Village Parkway Construct additional lanes	WA-14264	06/03/25	06/03/25			03		0.700	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	180,000	180,000
P	CN	2031		0		0	1,951,200	1,951,200
Totals				0		0	2,131,200	2,131,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	180,000
CN	0	0	0	0	1,951,200
Totals	0	0	0	0	2,131,200

Six Year Transportation Improvement Program
From 2026 to 2031

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
02	34	SR-240 Widening - Village Parkway to Beardsley SR-240 Village Parkway to Beardsley Road Construct additional lanes.	WA-14265	06/03/25	06/03/25			03		2.030	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	500,000	500,000
P	CN	2031		0		0	5,663,200	5,663,200
Totals				0		0	6,163,200	6,163,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	500,000
CN	0	0	0	0	5,663,200
Totals	0	0	0	0	6,163,200

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
02	35	SR-240 Widening - Beardsley to Vantage Properties SR-240 Beardsley Road to Vantage Properties west access Construct additional lanes.	WA-14266	06/03/25	06/03/25			03		0.800	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	200,000	200,000
P	CN	2031		0		0	2,219,200	2,219,200
Totals				0		0	2,419,200	2,419,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	200,000
CN	0	0	0	0	2,219,200
Totals	0	0	0	0	2,419,200

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
02	36	SR-240 and Logston Road Intersection Improvements SR-240 Logston Road to Logston Road Reconstruct the existing SR-240/Logston Road intersection.	WA-14267	06/03/25	06/03/25			03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	100,000	100,000
P	RW	2029		0		0	50,000	50,000
P	CN	2030		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	100,000	0	0
RW	0	0	0	50,000	0
CN	0	0	0	0	1,290,000
Totals	0	0	100,000	50,000	1,290,000

Six Year Transportation Improvement Program
From 2026 to 2031

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
02	37	SR-240 and Village Parkway Intersection Improvements SR-240 Village Parkway to Village Parkway Reconstruct the existing intersection at SR-240/Village Parkway.	WA-14268	06/03/25	06/03/25			03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029		0		0	100,000	100,000
P	RW	2029		0		0	50,000	50,000
P	CN	2030		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	100,000	0
RW	0	0	0	50,000	0
CN	0	0	0	0	1,290,000
Totals	0	0	0	150,000	1,290,000

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
02	38	SR-240 and Twin Bridges Road Intersection Improvements SR-240 Twin Bridges Road to Twin Bridges Road Reconstruct the existing intersection at SR-240/Twin Bridges Road.	WA-14269	06/03/25	06/03/25			03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	100,000	100,000
P	RW	2028		0		0	50,000	50,000
P	CN	2029		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	100,000	0	0
RW	0	0	50,000	0	0
CN	0	0	0	1,290,000	0
Totals	0	0	150,000	1,290,000	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
02	39	SR-240 and Beardsley Road Intersection Improvements SR-240 Beardsley Road to Beardsley Road Reconstruct the existing intersection at SR-240/Beardsley Road.	WA-14270	06/03/25	06/03/25			03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	100,000	100,000
P	RW	2030		0		0	50,000	50,000
P	CN	2031		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,290,000
Totals	0	0	0	0	1,440,000

Six Year Transportation Improvement Program
From 2026 to 2031

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN 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
03	40	Kingsgate Way Extension Kingsgate Way Clubhouse Lane to Van Giesen Avenue Construct a new 3-lane street with curb, gutter, sidewalk, bike lanes, streetlights, and storm drainage facilities.	WA-14271	06/03/25	06/03/25			01		2.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030	STBG(UL)	600,000		0	600,000	1,200,000
P	RW	2030	STBG(UL)	1,000,000		0	1,000,000	2,000,000
P	CN	2031	STBG(UL)	4,665,000		0	4,665,000	9,330,000
Totals				6,265,000		0	6,265,000	12,530,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	1,200,000
RW	0	0	0	0	2,000,000
CN	0	0	0	0	9,330,000
Totals	0	0	0	0	12,530,000

Six Year Transportation Improvement Program

From 2026 to 2031

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
04	41	Center Parkway and Leslie Road Intersection Improvements Center Parkway Leslie Road to Leslie Road Reconstruct intersection to add capacity.	WA-15093	06/03/25	06/03/25			03	C G P S W	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	107,888	107,888
P	CN	2029		0		0	1,240,720	1,240,720
Totals				0		0	1,348,608	1,348,608

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	107,888	0	0
CN	0	0	0	1,240,720	0
Totals	0	0	107,888	1,240,720	0

Six Year Transportation Improvement Program
From 2026 to 2031

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
04	42	Leslie Road and Columbia Park Trail Intersection Improvements Leslie Road Columbia Park Trail to Columbia Park Trail Reconstruct to add a lane at the intersection and make safety improvements.	WA-15094	06/03/25	06/03/25			03	G P W		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	11,915	11,915
P	RW	2030		0		0	156,600	156,600
P	CN	2031		0		0	137,030	137,030
Totals				0		0	305,545	305,545

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	11,915
RW	0	0	0	0	156,600
CN	0	0	0	0	137,030
Totals	0	0	0	0	305,545

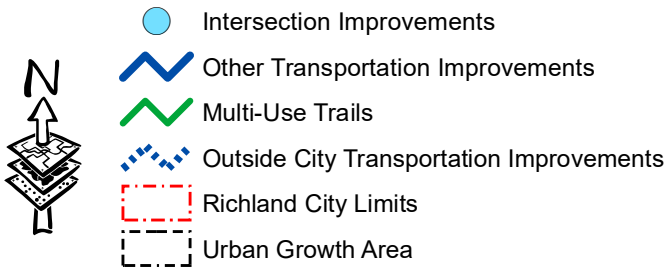
	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	19,278,851		50,689,663	90,891,689	160,860,203

City of Richland

2026 - 2031 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM MAP

Project List

- 1 SR240/Aaron Interchange Improvements
- 2 SR-240 Pedestrian Crossing
- 3 South George Washington Way Pavement Preservation
- 4 Center Parkway South Extension
- 5 Systemic Pedestrian Crossing Safety Improvements Ph 2
- 6 Systemic Stop-Controlled Intersections Safety Improvements Ph 2
- 7 Safe Routes to School Imprvoements
- 8 Gage Boulevard Improvements
- 9 SR-240 and Airport Way Pedestrian Crossing
- 10 Central Richland Active Transportation Improvements
- 11 South Kingsgate Corridor Extention
- 12 Gage Blvd and Leslie Road Intersection Improvements
- 13 Duportail/Kennedy Intersection Improvements
- 14 Leslie Road and Reata Road Intersection Improvements
- 15 Duportail/Driveway Intersection Improvement
- 16 Queensgate Drive and Duportail Street Intersection Improvements
- 17 Vantage Highway Pathway - Phase 3
- 18 South George Washington Way Sidewalk Improvements
- 19 Dallas Rd/I-82 WB Ramp I/S Improvements
- 20 Dallas Rd/I-82 EB Ramp I/S Improvements
- 21 Dallas Road Widening
- 22 Gage Blvd - Badger Mountain South Improvements
- 23 Duportail Street and City View Drive Intersection Improvements
- 24 Gage Boulevard Extension
- 25 Shockley Rd Extension
- 26 Trowbridge Blvd
- 27 Bella Coola Ln
- 28 Stevens Drive Pathway
- 29 City-wide Horizontal Curve Safety Improvements
- 30 Leslie Road and Clearwater Avenue Intersection Improvements
- 31 Queensgate Drive and WB I-182 Ramps Intersection Improvements
- 32 SR-240 Widening - Hagen to Kingsgate
- 33 SR-240 Widening - Kingsgate to Village Parkway
- 34 SR-240 Widening - Village Parkway to Beardsley
- 35 SR-240 Widening - Beardsley to Vantage Properties
- 36 SR-240 and Logston Road Intersection Improvements
- 37 SR-240 and Village Parkway Intersection Improvements
- 38 SR-240 and Twin Bridges Road Intersection Improvements
- 39 SR-240 and Beardsley Road Intersection Improvements
- 40 Kingsgate Way Extension
- 41 Center Parkway and Leslie Road Intersection Improvements
- 42 Leslie Road and Columbia Park Trail Intersection Improvements



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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/3/2025

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2025-92, Declaring Surplus and Authorizing Relinquishment of a Utility Easement lying within 103 Canyon Street

Department/Office
Public Works

Ordinance/Resolution Number:
2025-92

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2025-92, declaring surplus and authorizing the City Manager to sign and execute a relinquishment of an easement lying within 103 Canyon Street.

Summary:

The property owners, Daniel and Brittany Mattioda, have requested the relinquishment of a public utility easement located at 103 Canyon Street. The property owners have engaged the services of a contractor to engineer and construct a retaining wall to enhance the property, which is planned for placement directly over the easement. A portion of the public utility easement previously contained electric lines, but has since been relocated. The utility easement is no longer needed for public utility purposes.

Consistent with state law, a public hearing is scheduled for June 3, 2025 at or after 6:00 p.m. to take public testimony on the proposed surplus and relinquishment action. Barring any compelling testimony to the contrary, staff recommends relinquishment of the utility easement.

Staff recommends adoption of Resolution No. 2025-92.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2025-92

RESOLUTION NO. 2025-92

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF AN EASEMENT LYING WITHIN 103 CANYON STREET.**

WHEREAS, property owners Daniel and Brittany Mattioda have requested relinquishment of a public utility easement located upon Lot 17, Block 3, Plat of Canyon Terrace, Records of Benton County, Washington, commonly addressed as 103 Canyon Street; and

WHEREAS, the property owners have engaged the services of a contractor to engineer and construct a retaining wall to improve their property over the abovementioned easement; and

WHEREAS, a portion of the public utility easement sought to be relinquished originally contained electric lines that have since been relocated; and

WHEREAS, the portion of the easement to be relinquished, legally described in **Exhibit A** and depicted by hatching on **Exhibit B**, is no longer needed for public utility purposes; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on June 1, 2025, notice was duly published that a public hearing would be held on June 3, 2025 to take public testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the portion of the existing utility easement legally described in **Exhibit A** and depicted on **Exhibit B** attached hereto, originally acquired for electric utility purposes, is hereby found to be surplus to the City's needs.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the certain portion of the public utility easement legally described in **Exhibit A** and depicted on **Exhibit B**, and to deliver the same upon payment.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of June, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A
Legal Description

An 8-foot easement for electric purposes situate in Lot 17 Block 3, Plat of Canyon Terrace recorded in Volume 9 Page 22, records of Benton County, Washington, in the Northwest Quarter of the Southwest Quarter of Section 25, Township 9 North, Range 28 East, Willamette Meridian, City of Richland, of said county and state, described as follows:

Beginning at the Northwest Corner of the hereinabove Lot; Thence South $38^{\circ}20'30''$ East 96.99 feet along the Southwest boundary of said Lot; Thence North $48^{\circ}39'40''$ East 8.01 feet; Thence North $38^{\circ}20'30''$ West 93.29 feet to the Northwest boundary of said Lot; Thence southwesterly 8.00' feet along the Northwesterly boundary of said Lot being a curve concave to the southeast with a radius of 170 feet and a central angle of $2^{\circ}41'48''$ (Long cord South $51^{\circ}17'37''$ West feet) to the **True Point of Beginning**;

