



Agenda

City Council Regular Meeting

Tuesday, May 5, 2026

Richland City Hall - Council Chambers

625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda (Approved by Motion)

Presentations

1. Hanford High School Cheer Team 2026 USA Spirit National Champions Proclamation
- Mayor Richardson
2. New Hires & Retirements
- Lacey Paulsen, Human Resources Director

Public Hearing

None.

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

3. Approval of the April 21, 2026 City Council Regular Meeting Minutes and the April 28, 2026 City Council Workshop Meeting Minutes
- Jennifer Rogers, City Clerk

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

4. Ordinance No. 2026-10, Amending Chapter 2.04 of the Richland Municipal Code related to the Administrative Code

- Heather Kintzley, City Attorney

Resolutions - Adoption

5. Resolution No. 2026-62, Authorizing a First Amendment to the Infrastructure Agreement with Tapteal Properties LLC related to Stormwater Conveyance
 - Carlo D'Alessandro, Public Works Director
6. Resolution No. 2026-63, Authorizing a Consultant Agreement with Control Systems NW LLC for the Water and Wastewater Supervisory Control and Data Acquisition (SCADA) System Replacement Project
 - Carlo D'Alessandro, Public Works Director
7. Resolution No. 2026-64, Authorizing Change Order No. 5 with Ellison Earthworks, LLC for the South George Washington Way Intersection Improvements Project
 - Carlo D'Alessandro, Public Works Director
8. Resolution No. 2026-65, Authorizing a Purchase and Sale Agreement for 1300 George Washington Way in Support of the Downtown Connectivity Improvements Project
 - Carlo D'Alessandro, Public Works Director
9. Resolution No. 2026-66, Authorizing a Consultant Agreement with Control Systems NW LLC for On-Call SCADA System Services and Operational Technology Cybersecurity Support
 - Carlo D'Alessandro, Public Works Director
10. Resolution No. 2026-67, Awarding a Construction Contract to Granite Construction Company for the 2025 Overlay Project
 - Carlo D'Alessandro, Public Works Director

Items - Approval

11. Appointment to the Board of Adjustment: Ken Buechler
 - Jennifer Rogers, City Clerk

Expenditures - Approval

None.

Items of Business

12. Richland Police Department Annual Report
 - Marty Pilcher, Chief of Police
13. Richland Fire & Emergency Services Annual Report
 - Randy Aust, Fire Chief

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. (RCW Ch. 42.30) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



Proclamation

WHEREAS, the Hanford High School Cheer Team achieved national recognition by earning a USA Spirit National Championship title in the Game Day Fight Song Medium category; and

WHEREAS, the team competed against 11 teams from across the nation and earned an outstanding final score of 96.9, demonstrating exceptional precision, energy, and teamwork; and

WHEREAS, in addition to securing a national championship title, the team achieved a fourth-place finish in multiple categories, including Game Day Band Chant, Varsity Show Cheer Advanced Non-Tumbling, and Game Day Situational Sideline/Cheer; and

WHEREAS, the competition took place in Anaheim, California, where these student athletes proudly represented the Richland community with excellence, discipline, sportsmanship and incredible athleticism; and

WHEREAS, accomplishments of the Hanford High School Cheer Team reflect countless hours of dedication, strong leadership, and commitment to teamwork and performance, and

WHEREAS, the City of Richland recognizes the importance of celebrating the achievements of its youth and the positive example they set for the community.

NOW, THEREFORE, I, Theresa Richardson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby recognize and celebrate the Hanford High School Cheer Team for their outstanding achievement in winning a USA Spirit National Championship and commend the student athletes, coaches, and supporters for bringing pride and distinction to the City of Richland.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 5th day of May, 2026.

Theresa A Richardson

Theresa Richardson, Mayor



WELCOME TO RICHLAND



WELCOME TO RICHLAND



Samantha Sainz Rahmig

*Customer Service Associate – Solid Waste
Division: Solid Waste Disposal
Hire Date: 04/15/2026*



WELCOME TO RICHLAND



Guillermo Correa Plata

Utility Craftsworker

Division: Water Maintenance

Hire Date: 04/27/2026



WELCOME TO RICHLAND



Katie Eli

Customer Service Representative

Division: Customer Service

Hire Date: 04/27/2026



RETIREES



WELCOME TO RICHLAND



Brenda Rodgers

*Fire Battalion Chief - Paramedic
Division: Fire & Emergency Services
Retirement Date: 04/08/2026
Years of Service: 34*



MINUTES

Richland City Council Regular Meeting
Tuesday, April 21, 2026
Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

Mayor Pro Tem VanDyke called the meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Pro Tem VanDyke welcomed those in the audience and expressed appreciation for their attendance.

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

Also present were Deputy City Manager Schiessl, Assistant City Manager Florence, Fire Chief Aust, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Public Works Director D’Alessandro, Acting City Attorney Foltz, and City Clerk Rogers.

Pledge of Allegiance

Councilmember Holten led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

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

Presentations

None.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedure.

The following individuals provided comments:

- Kelly Harnish, a Richland resident and representative of the Benton Franklin Health District, invited Council and community members to the upcoming Community Health Improvement Plan (CHIP) launch event to be held on April 29, 2026 from 3:30-5:00 p.m. at the Richland Public Library.
- Randy Slovic, a Richland resident, recommended that a portion of the \$70,000 in Lodging Tax funds allocated for Richland development be directed toward creating self-guided walking tours on an app named *GPSmyCity*.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

1. Approval of the April 7, 2026 City Council Special Workshop and Regular Meeting Minutes

Ordinances - First Reading

2. Ordinance No. 2026-10, Amending Chapter 2.04 of the Richland Municipal Code related to the Administrative Code

Ordinances - Second Reading & Passage

3. Ordinance No. 2026-06, Amending Richland Municipal Code Section 16.08.010 related to Stormwater Utility Rates
4. Ordinance No. 2026-07, Amending Richland Municipal Code Sections 17.56.010 and 17.56.020 related to Wastewater Utility Rates
5. Ordinance No. 2026-08, Amending the 2026 Budget in the Water, Sewer, and Streets Capital Funds
6. Ordinance No. 2026-09, Amending Chapter 10.02 of the Richland Municipal Code related to Violations and Procedures

Resolutions – Adoption

7. Resolution No. 2026-45, Authorizing an Agreement with the Washington State Department of Corrections for Litter Services at the Horn Rapids Landfill
(PULLED BY COUNCILMEMBER MAIER AND RELOCATED UNDER ITEMS OF

BUSINESS)

8. Resolution No. 2026-46, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Grit Works Rehabilitation Project
9. Resolution No. 2026-47, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Anaerobic Digester Improvements Project
10. Resolution No. 2026-48, Authorizing Award of Bid to Reyes Brothers Construction, LLC for the 2026 ADA Ramp Project
11. Resolution No. 2026-49, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the 2026 Microsurfacing Project
12. Resolution No. 2026-50, Authorizing a Purchase Order Contract with Northwest Playground Equipment, Inc. for Playground Equipment at West Village Park Playground
13. Resolution No. 2026-51, Authorizing a Grant Application to the Washington State Recreation and Conservation Office for the Little Badger Mountain Trailhead & Connection Trails Project
14. Resolution No. 2026-52, Authorizing a Consultant Agreement with GeoEngineers, Inc. for Columbia Point Marina Dredging Sampling and Analysis
15. Resolution No. 2026-53, Authorizing 2026 Park Partnership Grant Awards
16. Resolution No. 2026-54, Authorizing an Interlocal Agreement with Benton County and the City of Kennewick for Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant Program Funds
17. Resolution No. 2026-55, Authorizing a Memorandum of Understanding with the Seattle Police Department for Funding to support Internet Crimes Against Children Investigations
18. Resolution No. 2026-56, Authorizing Award of Bid to Flextronics International USA, Inc. d/b/a Crown Technical Systems for the Dallas Substation Control Enclosure Construction Project
19. Resolution No. 2026-57, Retaining the March 3, 2026 Six-Month Moratorium on Siting Less Restrictive Alternative (LRA) Facilities Serving Sexually Violent Predators
20. Resolution No. 2026-58, Authorizing 2026 Lodging Tax Grant Funding Awards

Items – Approval

None.

Expenditures – Approval

21. Expenditures from March 1, 2026 to March 31, 2026 for \$38,547,272.71, including Travel Checks Nos. 20962-20990, Accounts Payable Check Nos. 344725-345730, Accounts Payable Wire Nos. 10933-10968, Payroll Wires & ACH Nos. 15381-15442, Payroll Check Nos. 237683-237685, and Payroll Direct Deposit Nos. 26700018954-26890020569.

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

Items of Business

22. Resolution No. 2026-59, Authorizing Fiscal Year 2027 Congressional Directed Spending Submittals to the Office of Congressman Dan Newhouse

Development Services Director Rizzitiello provided a comprehensive overview of Resolution Nos. 2026-59, 2026-60, and 2026-61, related to Congressional Directed Spending (CDS). He explained its purpose, process, and the City’s proposed project submissions.

He explained that the three (3) resolutions were brought forward to ensure timely Council support, as certain appropriations subcommittees may require formal resolutions of support on short notice. Failure to submit the required documentation within the allotted timeframe could result in removal from consideration.

Additional details are included in the PowerPoint presentation included with the agenda packet.

Following the presentation, Council offered comments and engaged in a question-and-answer session with staff.

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-59, AUTHORIZING FISCAL YEAR 2027 CONGRESSIONAL DIRECTED SPENDING SUBMITTALS TO THE OFFICE OF CONGRESSMAN DAN NEWHOUSE. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL, AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

23. Resolution No. 2026-60, Authorizing Fiscal Year 2027 Congressional Directed Spending Submittals to the Office of Senator Maria Cantwell

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-60, AUTHORIZING FISCAL YEAR 2027 CONGRESSIONAL DIRECTED SPENDING SUBMITTALS TO THE OFFICE OF SENATOR MARIA CANTWELL. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL, AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

24. Resolution No. 2026-61, Authorizing Fiscal Year 2027 Congressional Directed Spending Submittals to the Office of Senator Patty Murray

COUNCILMEMBER MAIER MOVED AND COUNCILMEMBER HOLTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-61, AUTHORIZING FISCAL YEAR 2027 CONGRESSIONAL DIRECTED SPENDING SUBMITTALS TO THE OFFICE OF SENATOR PATTY MURRAY. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL, AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

25. Resolution No. 2026-45, Authorizing an Agreement with the Washington State Department of Corrections for Litter Services at the Horn Rapids Landfill
(FORMERLY ITEM NO. 7 UNDER THE CONSENT CALENDAR)

Councilmember Maier explained that he pulled this agenda item from the consent calendar for two (2) primary concerns. First, he referenced a previous contract in which he questioned whether inmate participation in the Litter Services Program was voluntary. He noted that staff had confirmed that the program was voluntary at that time, but emphasized that the voluntary nature of participation is subject to the discretion of the Warden. Councilmember Maier requested confirmation that the program remains voluntary under the current agreement.

Second, Councilmember Maier requested clarification regarding the scope of the contract, specifically whether it represents an expansion of the existing labor arrangement and, if so, how many additional workers would be involved.

Public Works Director D'Alessandro clarified that the resolution represents a renewal of a contract that expired at the end of 2025, rather than an expansion of the existing labor agreement. He explained that the prior agreement was a two-year term, while the proposed contract would extend through 2030, constituting a five-year agreement. He further confirmed that the labor group would not be expanded.

Regarding the question of voluntariness, he stated that there was no indication the program had changed in that regard but stated he would follow up to provide definitive confirmation.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER HOLTEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2026-45, AUTHORIZING

AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS FOR LITTER SERVICES AT THE HORN RAPIDS LANDFILL. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM VANDYKE, AND COUNCILMEMBERS HOLTEN, JONES, MAIER, SAMUEL, AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson was absent. Deputy City Manager Schiessl did not have comments.

City Council

Councilmember Samuel reported receiving numerous emails from Richland residents expressing concern about the proposed data center, noting that several contained detailed potential issues and proposed solutions. He noted that such engagement and communication from the community are highly valued and appreciated.

He also reported that he attended a joint Economic Development Committee and Planning Commission meeting, during which an overview of the economic development element of the City's Comprehensive Plan update was presented. He noted that a key takeaway was the City's significant growth over the past decade. Richland experienced a 22.3% population increase; the highest growth rate among the Tri-Cities.

He also noted that, as part of the consultant's scope of work, they will conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of Richland's economic development.

Councilmember Holten reported on a range of community engagements and regional initiatives. She highlighted participation in a drought and water conservation discussion with the Kennewick Irrigation District (KID) regarding efforts to expand water storage capacity to improve drought resiliency.

She also described a meeting with Kelsey Kelmel of Heritage Gardens regarding environmentally sustainable landscaping practices. She then highlighted that Richland Fire & Emergency Services hosted a blood drive and set a new Washington State record for the most units collected in a single day.

Councilmember Holten then provided an update from the Parks and Recreation Commission, including ongoing discussions on the regulation of electric bicycles, and that the department facilitates approximately 130 events annually.

Councilmember Holten also reported on the sale of the Haynes Avenue property and her attendance at the ribbon-cutting ceremony for the Columbia Basin Recovery Center.

In closing, Councilmember Holten stated that she attended the Annual Employee Breakfast event during which employees were recognized for service anniversaries and outstanding service and contributions to the community.

Councilmember Jones did not have comments.

Councilmember Whitten invited the community to attend the grand opening of a new solar system project at the REACH Museum. He noted that the installation is designed to illustrate the scale and distances of the solar system and provides an educational and visual representation of planetary spacing.

Councilmember Maier reported that the investigation into allegations regarding Ben Franklin Transit (BFT) leadership has been completed and resulted in a board-directed change in leadership. He noted that neither the investigation nor the leadership change had impacted transit operations, and that the service levels and ridership remain strong. He added that BFT will be offering free rides on Earth Day.

Councilmember Maier further announced upcoming community events, including the Friends of the Library book sale at the Richland Public Library, to be held over the upcoming weekend. He also encouraged the community to participate in the library's 75th anniversary celebration, scheduled for May 1, 2026, at 4:30 p.m. in the library's lobby and on The Lawn.

Mayor Pro Tem VanDyke reported that he attended the Richland Chamber of Commerce meeting earlier in the day and noted strong engagement and community interest among its members. He stated that he continues to provide updates on City projects, issues, and areas of concern during the meeting.

Mayor Pro Tem VanDyke also reported attending the ribbon-cutting ceremony for the Columbia Basin Recovery Center. He emphasized the importance of integrating behavioral health resources, including the facility, therapeutic courts, and the City's resource navigation efforts, and that these coordinated services present a significant opportunity to better support individuals in need within the community.

Mayor

Mayor Richardson reported she is currently in Augusta, Georgia, representing the City of Richland at an Energy Communities Alliance (ECA) conference. She noted that the conference focused on topics including nuclear waste cleanup, the transition of legacy nuclear sites, and emerging nuclear development, as well as related discussions on data center growth. Mayor Richardson stated that the conference provided valuable national-level insights and opportunities to engage with key stakeholders, to promote interest in future investment and development in Richland.

Executive Session

26. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)

At 7:00 p.m., Mayor Pro Tem VanDyke announced that Richland City Council would convene in executive session for 45 minutes to discuss current or potential litigation with legal counsel. A brief transition from the Council Chambers to the executive session room occurred, with the executive session beginning at 7:05 p.m.

Individuals present during the executive session were Mayor Richardson (Remote via Zoom), Mayor Pro Tem VanDyke, and Councilmembers Holten, Jones, Maier, Samuel, and Whitten. Also present were City Manager Amundson (Remote via Zoom), Deputy City Manager Schiessl, Assistant City Manager Florence, and Acting City Attorney Foltz.

At 7:45 p.m., Mayor Pro Tem VanDyke extended the executive session for an additional 15 minutes.

Council exited the executive session at 7:59 p.m. No action was taken.

Adjournment

Mayor Pro Tem VanDyke adjourned the meeting at 7:59 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

Richland City Council Workshop Meeting
Tuesday, April 28, 2026
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.

Welcome and Roll Call

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

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

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, Fire Chief Aust, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Public Works Director D’Alessandro, Parks & Public Facilities Director Waite, and City Clerk Rogers.

Agenda Items

1. City Economic Development Update (30 minutes)

Economic Development Manager Wallner provided an overview of the City’s Economic Development Program, emphasizing job creation and tax base expansion through business retention, industrial recruitment, and retail attraction. She highlighted ongoing initiatives including national marketing efforts, business grants (Lodging Tax and Commercial Façade Improvement), and partnerships with Pacific Northwest National Laboratory and Washington State University to support workforce development and innovation.

She then outlined key development areas, including the Northwest Advanced Clean Energy Park and the Targeted Urban Area, noting recent business attraction successes and ongoing efforts to diversify industry sectors such as clean energy, manufacturing, and supply chain support. She also discussed future development opportunities and ongoing landfill site investigations impacting development planning.

Economic Development Manager Wallner presented a community-informed retail recruitment “wish list” which identified desired businesses such as specialty grocers, pharmacies, and national retailers.

Economic Development Manager Wallner then introduced Brooke Hill and John Mark Boozer, representatives of Retail Strategies, the City’s national retail recruitment consultants, who presented an update on recruitment efforts. The consultants described its data-driven approach, including demographic analysis, mobile tracking data, and property cataloging to identify viable retail opportunities.

Consultants reported that Richland’s retail trade area extends beyond city limits and over 100 retailer prospects have been contacted since its partnership with Richland began in 2023. Consultants noted that retail recruitment timelines vary and may take several years depending on site readiness and market conditions.

Detailed information can be found in the PowerPoint presentation included with the agenda packet.

Council offered comments and engaged in a question-and-answer session with staff and the consultants throughout the presentation.

2. The Downtown Loop Update and Business Marketing Program (30 minutes)

Public Works Director D’Alessandro provided an update on the Downtown Loop Project, reporting that the project is fully funded and approximately 90 percent complete in design. He noted that right-of-way acquisition remains the primary source of schedule delay. Construction is anticipated to begin in winter 2026/2027 and will be phased to maintain traffic flow and business access, with limited closures and continued pedestrian and vehicle access throughout the downtown area.

Economic Development Manager Wallner presented an overview of the City’s business communication strategy, branded “*The Downtown Loop is Open for Business*”, which is designed to support local businesses during construction through proactive communication, marketing, and promotional efforts.

Key components of the strategy include public outreach, targeted advertising, business promotion, event coordination, wayfinding improvements, direct business engagement, and prioritization of grant funding within the project area to encourage continued patronage.

Detailed information can be found in the PowerPoint presentations included with the agenda packet.

Council offered comments and engaged in a question-and-answer session with staff and the consultants throughout the presentation.

Adjournment

Mayor Richardson adjourned the meeting at 7:20 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 5/5/2026 Agenda Category: Ordinances - Second Reading & Passage
Strategic Priority I - High Performance Government

Subject

Ordinance No. 2026-10, Amending Chapter 2.04 of the Richland Municipal Code related to the Administrative Code

Department/Office	Ordinance/Resolution Number	Document Type
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City Attorney

2026-10

Ordinance

Recommended Motion

Give second reading and pass Ordinance No. 2026-10, amending Chapter 2.04 of the Richland Municipal Code to add an Information Technology Department.

Summary

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with municipal practices and to eliminate ambiguities.

The edits proposed in Ordinance No. 2026-10 reflect changes in organizational structure. Primarily, the ordinance establishes Information Technology as a separate department under the direction of an information technology director.

Staff recommends approval of Ordinance No. 2026-10 for second reading and passage.

Fiscal Impact

None.

Attachments

- I. Ordinance No. 2026-10

ORDINANCE NO. 2026-10

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING CHAPTER 2.04 OF THE RICHLAND MUNICIPAL
CODE RELATED TO THE ADMINISTRATIVE CODE.**

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguities and align with current practices; and

WHEREAS, due to changes in staffing and organizational structure, updates to Title 2.04 RMC are necessary to bring the Richland Municipal Code into alignment with municipal operations.

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

Section 1. Chapter 2.04 of the Richland Municipal Code, entitled Administrative Code, as first enacted by Ordinance No. 125, and last amended by Ordinance No. 2025-24, is hereby amended as follows:

**Chapter 2.04
ADMINISTRATIVE CODE**

Sections:

- 2.04.010 Purpose.**
- 2.04.020 Charter defined.**
- 2.04.030 City manager – Responsibilities.**
- 2.04.040 City manager – Duties.**
- 2.04.050 City manager – Administrative supervision.**
- 2.04.060 City manager – Administrative rules.**
- 2.04.070 City manager – Staff.**
- 2.04.080 City manager – Reports to the council.**
- 2.04.085 City manager – Delegation of duties and powers.**
- 2.04.090 City manager – Absence or disability.**
- 2.04.100 Groups, departments, and officers established.**
- 2.04.105 Oaths of office.**
- 2.04.110 Boards, commissions and committees.**
- 2.04.115 Ad hoc citizens committees.**
- 2.04.120 Procedure for filling vacancies on boards, commissions, and committees.**
- 2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.**
- 2.04.126 Deputy city manager.**
- 2.04.127 Repealed.**
- 2.04.128 Assistant city manager.**
- 2.04.130 City clerk.**
- 2.04.140 City attorney.**
- 2.04.150 Repealed.**

- 2.04.155 Administrative services department.
- 2.04.156 Human resources department.
- [2.04.157 Information technology department.](#)
- 2.04.158 Finance department.
- 2.04.160 Development services department.
- 2.04.161 Parks and public facilities department.
- 2.04.165 *Repealed.*
- 2.04.170 Public works department.
- 2.04.180 Energy services department.
- 2.04.200 *Repealed.*
- 2.04.205 Fire and emergency services department.
- 2.04.210 Police department.
- 2.04.220 *Repealed.*
- 2.04.260 Severability.
- 2.04.270 Interpretation.

2.04.010 Purpose.

This chapter is adopted pursuant to Article II, Section 2.07(K) of the Richland City Charter authorizing council to adopt an administrative code to govern the administration of the city, to create or eliminate departments, offices, and positions of employment not created by the Charter, and to determine the powers and duties of any department and office.

2.04.020 Charter defined.

“Charter” when used in this chapter means the Richland City Charter.

2.04.030 City manager – Responsibilities.

The city manager shall be the chief administrative officer of the general city government and shall supervise and be responsible for the effective management of the administrative and financial affairs of the city, and shall supervise all city departments and offices, except as otherwise provided by the Charter, general laws or ordinances. The city manager is responsible for the proper execution of the policies set by the city council and the enforcement of all laws and ordinances. The city manager is responsible to the city council for the efficient operation of all city departments and offices under the manager’s jurisdiction, and shall likewise be responsible to the city council for the economical conduct and operation of all city departments and offices under the manager’s jurisdiction.

2.04.040 City manager – Duties.

The city manager shall:

- A. Keep the council informed of the conditions and needs of the city;
- B. Make such reports and recommendations as the manager deems desirable or as may be requested by the council;
- C. Prepare and submit to the council the proposed annual budget for the city;
- D. Prepare and submit annually to the council a five-year capital expense budget;

E. Control city expenditures so that actual expenditures do not exceed amounts available for expenditures;

F. Supervise the purchase, lease, rental, use, maintenance and assignment of city property required by the city;

G. Appoint, remove, suspend or discipline all officers and employees of the city under the city manager's jurisdiction, subject to the Charter, ordinances or general laws; provided, that this authority may be delegated by the city manager, in the city manager's discretion, to a department head or department director;

H. Fix and establish the number of employees in the various city departments and offices under the manager's jurisdiction and determine their duties and compensation, subject to the compensation plan and appropriations adopted by the city council;

I. Exercise all powers conferred by law upon the city but not specifically conferred upon any official or the city council;

J. Negotiate and sign, on behalf of the city, contracts duly authorized by the council or by ordinance and administer the provisions of such contracts;

K. Take or cause to be taken or recommend to the city council in the proper case all and every action necessary to protect the best interests and promote the welfare of the city;

L. Represent the city at meetings with other governmental units, agencies, commissions, and associations as deemed necessary or as directed by the city council;

M. Perform such other duties and have and exercise such other powers as may be prescribed by law.

2.04.050 City manager – Administrative supervision.

The city manager, in exercising general control over the administrative affairs of the general government of the city, shall deal insofar as it is possible through the administrative officers of the general government designated by this code, and except as otherwise provided by Charter or general law, all such officers shall be directly and exclusively responsible to the city manager, and to no other person or body, for the efficient or economical conduct of their respective departments and offices.

2.04.060 City manager – Administrative rules.

The city manager is authorized to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the city, outlining the general procedures for the administration of city activities under the city manager's jurisdiction, and may provide for a system of administrative regulations to be issued by the heads of the various departments and offices of the city's general government.

2.04.070 City manager – Staff.

The city manager may, within the limits of the annual budget adopted by the city council, appoint administrative assistants or designate employees of the city as such whose duties shall be to assist the city manager in such a manner as the city manager may designate and to conduct studies and research into the most advantageous administrative practices and other matters affecting the city, its government and its administration, the application of which will improve the administration of the city government. The city manager may, within the limits of the annual budget adopted by the city council, determine appropriate staffing levels for the city manager’s office and for the other departments and divisions of the city.

2.04.080 City manager – Reports to the council.

The city manager shall prepare and submit to the city council annually, at the close of each fiscal year, a complete report of the city’s administrative activities and finances for the preceding year, which report shall be made available for public distribution. The city manager shall prepare and present such other reports as the city council may require or as the manager deems advisable. The city manager, as part of the adoption of the annual budget, shall provide to city council a current organizational chart.

2.04.085 City manager – Delegation of duties and powers.

Unless otherwise prohibited by state law or a provision of a resolution or ordinance adopted by the city council, all duties and powers granted to or imposed upon the city manager may be delegated by the city manager to other officers, department heads or management employees of the city as the city manager deems appropriate.

2.04.090 City manager – Absence or disability.

In the event of an absence, suspension, or disability of the manager exceeding 60 calendar days, or if a vacancy should occur in the office, the council may designate a qualified administrative officer of the city to perform the duties of the office until the manager shall return to duty or until the appointment of a successor. For all absences less than 60 days in duration where the city manager is on paid time off (PTO) or extended sick leave (ESL), as those terms are defined under the Unaffiliated Compensation Plan, the deputy city manager shall perform the duties of city manager (“acting city manager”). In the event the city manager and deputy city manager are both absent on PTO or ESL, or the deputy city manager position is vacant, the assistant city manager shall serve as acting city manager. Notwithstanding the foregoing provisions of this section, the city manager may, in writing, designate a qualified administrative officer to exercise the powers and perform the duties of the city manager during the city manager’s temporary absence.

This space intentionally left blank.

2.04.100 Groups, departments, and officers established.

Administrative services of the city shall be organized into departments and officers whose titles are created and established as follows:

Department/Office	Administrative Officer
City Manager’s Office	City Manager
City Clerk’s Office	City Clerk
City Attorney’s Office	City Attorney
Administrative Services Department	Assistant City Manager
Human Resources Department	Human Resources Director
<u>Information Technology Department</u>	<u>Information Technology Director</u>
Finance Department	Finance Director
Development Services Department	Development Services Director
Parks and Public Facilities Department	Parks & Public Facilities Director
Public Works Department	Public Works Director
Energy Services Department	Energy Services Director
Fire & Emergency Services Department	Fire Chief
Police Department	Chief of Police

2.04.105 Oaths of office.

For purposes of Article VIII, Section 8.05 of the Richland City Charter, an “officer of the city” means all elected officials, the city manager, any assistant and/or deputy city manager(s), all administrative officials established in RMC 2.04.100, and all general authority Washington peace officers in the Richland police department.

2.04.110 Boards, commissions and committees.

A. Boards, Commissions and Committees Created. There shall be boards, commissions and committees as defined in this title and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances.

B. Applicability. This section shall apply to all boards, commissions and committees except the firemen’s pension board and the police relief and pension board.

C. Officers, Liaisons, Staff Assistance.

1. Officers. The board, commission or committee shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.
2. Council Liaisons. Except as otherwise provided in this title, all boards, commissions and

committees shall have a liaison appointed from the council who shall serve consistent with RMC 2.04.125(A).

3. Staff Liaisons. The administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as a staff liaison to that board, commission or committee. To the extent such communication is warranted, the staff liaison is responsible for facilitating communication between the assigned board, commission or committee and city employees, consultants, contractors, customers, applicants, city manager, city council, and members of the public.

4. Liaisons shall not be members of the board, commission or committee to which they are appointed and shall fulfill the role of facilitation and transfer of information between the respective board, committee and commission.

D. Membership.

1. Appointment. All board, commission and committee members shall be appointed by the council. The appointment procedure referenced in RMC 2.04.120 shall be used to recruit and evaluate candidates for appointment.

2. Compensation and Political Affiliation. All board, commission and committee members shall serve without compensation and without regard to political affiliation.

3. Membership Limitations. Excepting the personnel committee, a board, commission or committee member is limited to membership on two boards, commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months. See RMC 2.28.125 for limitations on members of the personnel committee.

E. Residency Qualification. Except as provided herein, all board, commission and committee members shall reside within Richland city limits, both at the time of appointment and for the duration of the member's term. Youth members of the arts commission and the parks and recreation commission must reside within the boundaries of the Richland School District or the Kennewick School District within Richland city limits. Members of the lodging tax advisory committee and economic development committee must be corporate citizens of Richland. Three members of the Americans with Disabilities citizens review committee may reside outside Richland city limits.

F. Term Limits. Except for the library board and personnel committee, all board, commission and committee members shall serve no more than 12 consecutive years on the same commission or committee. See RCW 27.12.190 for library board terms and RMC 2.28.125 for personnel committee terms. With the exception of the library board of trustees, the council may waive this limitation for any member of any board, commission or committee by majority vote. All board, commission and committee members shall continue to serve until their successors are appointed by the council.

G. Removal.

1. A board, commission or committee may, by majority vote, recommend to the council that an appointed member be removed upon such grounds as may be deemed appropriate by the board, commission or committee. The council shall take action to approve or deny the recommendation.
2. The council may, on its own motion and by majority vote, remove any appointed member of a board, commission or committee upon such grounds as it may deem appropriate and declare the position vacant.
3. A commission or committee member shall be removed upon absences from three consecutive regular meetings or four regular meetings within a 12-month period. For purposes of this subsection, workshops are excluded from the definition of “regular meeting.”

H. Vacancies.

1. Vacancies occurring other than by expiration of a term shall be filled for any unexpired term in the manner used for regular appointments. For purposes of determining the number of terms served by a member, service in excess of one year shall qualify as a full term.
2. If a member’s residence status changes during his or her term such that the member no longer complies with the residency qualification, the member must immediately vacate his or her position on the board, commission or committee.
3. Vacancies shall be filled using the appointment procedure referenced in RMC 2.04.120.

I. Training. Each new board, commission and committee member shall take the state-required open government training within 90 days of appointment. Board, commission and committee members are required to repeat this training every four years. This training shall be coordinated and monitored for compliance by the city clerk’s office.

J. Expenditures. Any approved expenses incurred by a board, commission or committee shall be paid from the affiliated department’s annual budget.

K. Open Meetings – Executive Session. All meetings shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.

L. Parliamentary Procedure. Boards, commissions and committees shall follow Robert’s Rules of Order when conducting meetings and making decisions.

M. Quorum – Voting – Tie.

1. Quorum. Except for the lodging tax advisory committee, a majority of any members of a board, commission or committee present at a meeting shall constitute a quorum allowing for

the transaction of business. Quorum for the lodging tax advisory committee shall be as provided in RMC 2.15.030(B).

2. In the event of a vacancy or vacancies, the majority of any of the remaining members shall constitute a quorum for the transaction of business; provided, however, that at least three members must be present to constitute a quorum of the planning commission, library board and the Americans with Disabilities citizens review committee.

3. A majority vote of the quorum shall be sufficient to accomplish an action; provided, however, that board of adjustment, library board and code enforcement board action requires at least three affirmative votes of those present.

4. Members not present for a hearing held by the board, commission or committee shall not participate in the decision unless the member first reads and reviews the full record made at the hearing.

5. All members present participate in a vote, including youth members and the chair, unless a member has recused himself or herself due to a real or apparent conflict of interest or has been disqualified based on an appearance of fairness concern. In the case of a tie vote, the action fails. Members must be present at the meeting to participate in a vote.

N. Records. All boards, commissions, committees and ad hoc committees shall prepare, for each meeting, special meeting or workshop, an agenda and agenda packet for publication on the city's website. Meeting minutes shall be prepared for each meeting and, once approved, shall be published on the city's website. All agendas, agenda packets and meeting minutes shall be prepared pursuant to the procedures adopted by the city. Such records shall be maintained according to the state-mandated retention schedule and the city's established retention policies. All records shall be open to public inspection.

2.04.115 Ad hoc citizens committees.

An ad hoc citizens committee may be constituted upon the motion of the city council.

A. At the time of passing the motion establishing the committee, the following shall be made a part of the motion:

1. A written statement of purpose for the committee.
2. A written description of recommendations which the council expects from the committee.
3. The specific due date of material and recommendation back to the council.
4. An estimated date of completion of the committee assignment.
5. The number of members that shall be on the committee and a statement of qualifications required of committee members.

6. If special circumstances warrant the inclusion of one or more councilmembers as voting members of the committee, the motion shall provide justification for so doing.

B. Other Applicable Rules.

1. The council, through the city manager, will provide oral or written statements to nominated members of the ad hoc committee relating the purpose of the committee, a description and due date of recommendations back to the council and the anticipated date of completion of the committee assignment.

2. Ad hoc committee members shall normally be nominated by members of the city council. Appointment of ad hoc committee members shall be by majority vote of the city council.

3. The ad hoc committee shall appoint a chairperson, vice chairperson and other officers as they see fit from the membership of the committee. Council may choose to assign a council liaison consistent with the process identified in RMC 2.04.125.

4. *Repealed by Ord. 03-20.*

5. City staff shall provide assistance to the committee as appropriate.

6. A quorum of the ad hoc committee must be present to conduct business. A quorum shall consist of the lowest number of members of the committee that exceeds one-half the stated number of members of the committee.

7. Unless otherwise directed by city council, formal minutes need not be kept except for formal motions.

8. Written reports issued by the ad hoc committee activities shall be approved by majority vote of the committee and signed or initialed by the ad hoc committee chairperson.

2.04.120 Procedure for filling vacancies on boards, commissions, and committees.

The procedure for filling vacancies on boards, commissions and committees shall be kept on file with the city clerk's office and made available for public inspection upon request and by posting on the city's website.

2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.

Biennially, generally at the first workshop after newly elected councilmembers take office, the council shall choose from among its members those who will serve as council liaisons to the various boards, commissions, committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. The recommendations generated during the workshop will be presented by resolution to the full city council for approval. Each assignment to a board, commission, committee, or outside agency shall be assigned a category which shall be defined as follows:

A. Liaison Assignment to City of Richland Boards, Commissions and Committees. A councilmember shall not be a voting member of the board, commission or committee and shall participate only to a limited degree. The councilmember's purpose is primarily to communicate council policy to the board, commission or committee and to take back to the council recommendations and questions. The councilmember shall also gather information about the boards, commissions or committees and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of boards, commissions or committees to which they are assigned.

B. Liaison Assignment to Non-City Organization – Nonparticipant. Councilmembers shall not be voting members of non-city organizations in these kinds of assignments. The councilmember's purpose is primarily to communicate council policy to the organization and to take back to the council recommendations and questions. The councilmember shall also gather information about the organization and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of organizations to which they are assigned.

C. Assignment to Non-City Organization – Board Member. Councilmembers may be voting members of non-city organizations in these kinds of assignments. However, councilmembers shall not participate as officers of the assignee organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and bring recommendations and questions back to council; the councilmember shall also encourage implementation of city objectives. The councilmember shall also gather information about the organization and communicate that information to the council when appropriate.

D. Assignment to Non-City Organization – Board Member/Officer. Councilmembers may be voting members and participate as officers of non-city organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and bring recommendations and questions back to the council; the councilmember shall also encourage implementation of city objectives. The councilmember shall also gather information about the organization and communicate to the council when appropriate.

E. Assignment to Local, Regional, State, National or International Boards/Commissions and Committees Relating to City or Council Business – Member/Officer. Councilmembers who seek membership, election or reelection for office in local, regional, state, national or international boards/commissions and committees relating to city or council business must, prior to the workshop, submit a request for consideration during the council assignments discussion. Where circumstances require travel outside the local area at city expense, the councilmember shall adhere to RMC 1.01.040.

F. The category of each assignment signals the level of participation required of the councilmember as to each organization or board to which the councilmember is assigned. A roster reflecting the category of each assignment will be kept on file in the city clerk's office.

2.04.126 Deputy city manager.

The deputy city manager, under the direction of the city manager and subject to the provisions of

the Charter and general laws, shall assist the city manager in the day-to-day administration of the city government, represent the city manager as directed, provide general administrative oversight of the development services department, parks and public facilities department, public works department, and energy services department, and perform other duties as assigned not inconsistent with the position of deputy city manager.

2.04.127 Deputy city manager for community and development services.

Repealed by Ord. 47-20.

2.04.128 Assistant city manager.

An assistant city manager may be appointed by the city manager and shall have such duties as shall be assigned to him or her by the city manager. The office of assistant city manager may, at the direction of the city manager, be combined with the office of any city official described in the city code.

2.04.130 City clerk.

The city clerk, subject to the provisions of the Charter, general laws and ordinances, shall be responsible for the publication, filing, indexing and safekeeping of all the records of all the proceedings of the council; record and certify all ordinances and resolutions; serve as custodian of the city seal and official city records; prescribe and furnish sample forms for all petitions provided for by Charter and ordinances; serve as registrar of voters for the city, and keep and maintain all election records and have custody of all property in connection with elections and perform such other duties in relation to registration of voters and elections as required by Charter and general law; publish all legal notices unless otherwise provided by general law or ordinance; and perform other duties as may be required by the Charter, the general laws, ordinances, the city council, or the city manager. The city clerk shall attend all meetings of the council and keep a permanent journal of its proceedings.

2.04.140 City attorney.

The city attorney, subject to the provisions of the Charter and general laws, shall advise and assist in the preparation of, and prepare in final form and review for legal correctness, all ordinances, resolutions and regulations; prepare and review for legal correctness all contracts, bonds, franchises and other instruments to which the city is a party; attend all regular and special council sessions unless excused by the city manager; advise the council, the city manager, all department heads and other administrative officials and all boards, commissions and committees as to the legality of any proposed action; be responsible for all prosecutions for violations of ordinances, unless the manager, with the approval of the council, otherwise provides; represent the city in all legal proceedings in which the city is a party or has an interest, before any court or judicial, administrative or other tribunal, unless the manager, with the approval of the council, otherwise provides; settle or compromise, with the approval of the council, claims or suits at law or in equity to which the city may be a party; and preserve in the office of the city attorney copies of all legal opinions rendered.

2.04.150 Administrative services group.

Repealed by Ord. 47-20.

2.04.155 Administrative services department.

The administrative services department, under the direction of the assistant city manager, shall be responsible for internal city services such as purchasing, warehousing, equipment maintenance, and fleet management, ~~and information technology~~.

2.04.156 Human resources department.

The human resources department, under the direction of the human resources director, shall be responsible for ~~direct and~~ administering the city's personnel program in accordance with the Charter, local, state and federal laws, and established best practices; maintaining proper records of examinations, appointments, removals, leaves of absence, and other significant events in the service of all employees in the classified service and provide administrative support to the city's personnel committee; ~~recruit~~ personnel recruitment; and ~~perform~~ other duties responsibilities as may be required by the Charter, the general laws, ordinances, or the city manager. The term "human resources director" has the same meaning as the term "personnel officer" in the Charter.

2.04.157 Information technology department.

The information technology department, under the direction of the information technology director, is responsible for supporting internal city services through the management and maintenance of technology systems, including networks, servers, applications, and cybersecurity, providing technical support to city departments, ensuring the security and integrity of city data, facilitating compliance with public records obligations, and assisting in the planning and implementation of technology solutions to improve operational efficiency and service delivery.

2.04.158 Finance department.

The finance department, under the direction of the finance director, shall be responsible for ~~direct and administer~~ licensing and taxation; all finance functions including financial and utility reporting, budget, and cash and investment management including debt financing; and ~~perform~~ other duties responsibilities as may be required by the Charter, the general laws, ordinances, or the city manager.

2.04.160 Development services department.

The development services department, under the direction of the development services director, shall be responsible for land use planning, development, permits, building inspections, redevelopment and neighborhood improvement, and business and economic development.

2.04.161 Parks & public facilities department.

The parks & public facilities department, under the direction of the parks and public facilities director, shall be responsible for construction and maintenance of certain city facilities, implementation of recreation and enrichment programs for citizens of all ages, physical park planning, maintenance of park areas and related facilities, library, municipal golf, and such other duties as may be assigned.

2.04.165 Utility and public works group.

Repealed by Ord. 47-20.

2.04.170 Public works department.

The public works department, under the direction of the public works director, shall be responsible for engineering and utility operations of water, sewer, stormwater, and solid waste, transportation planning, and road maintenance.

2.04.180 Energy services department.

The energy services department, under the direction of the energy services director, shall be responsible for the provision of energy services.

2.04.200 Public safety group.

Repealed by Ord. 47-20.

2.04.205 Fire & emergency services department.

The fire & emergency services department, under the direction of the fire chief, shall be responsible for emergency medical services, fire prevention, fire operations and fire training.

2.04.210 Police department.

The police department, under the direction of the chief of police, shall have all of the duties designated and devolved upon such departments by state law generally, and specifically as to cities organized or chartered under either RCW Title 35 or 35A. In addition, the chief of police may issue a limited commission to persons outside the police department who have a need to have limited enforcement capabilities such as, but not limited to, animal control, parking and parks. These limited commissions will specifically state the ordinances for which the holder may issue citations for civil infractions. The chief of police will develop standards for the selection and training of those being granted a limited commission, which will be consistently applied. The limited commission may be revoked at any time by the chief of police.

2.04.220 Benton County emergency services department.

Repealed by Ord. 47-20.

2.04.260 Severability.

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

2.04.270 Interpretation.

A. Conflicts. In any case where the change of department or position title causes a question or conflict in the responsibility or function to be administered, the city manager shall review the matter and clarify the assignment of responsibility among the departments and officials established by this chapter.

B. Salaries. In cases of reassignment of duties or establishment of positions, the city manager shall review the responsibilities and recommend appropriate salary ranges or adjustments as a part of the annual budget process. Where individuals are assigned temporary acting responsibilities significantly different from their present responsibilities, the city manager, within

existing budgetary appropriations, may make interim compensation adjustments as allowed under the personnel rules.

C. Benefits. Notwithstanding the current compensation plan for unaffiliated employees, the city manager, within existing budgetary appropriations, is authorized to approve provision of benefits as provided herein to limited term employees when such employees are hired for the specific purpose of supporting a recognized project-based initiative. Access to medical, dental, vision, deferred compensation, paid time off/sick leave and all other benefits for a limited term employee shall be on the same terms and conditions as they are made available to unaffiliated city employees. The city manager shall determine when a city project qualifies as a recognized “project-based initiative” such that this section applies. Nothing herein shall be construed so as to require the city manager to approve provision of such benefits to any limited term employee. In the event of a conflict between this section and any other section in this title, this section shall prevail.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of May, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 21, 2026
Second Reading: May 5, 2026
Date Published: May 10, 2026



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 5/5/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-62, Authorizing a First Amendment to the Infrastructure Agreement with Tapteal Properties LLC related to Stormwater Conveyance

Department/Office	Ordinance/Resolution Number	Document Type
Public Works	2026-62	Resolution

Recommended Motion

Adopt Resolution No. 2026-62, authorizing the City Manager to sign and execute a First Amendment to Contract No. 99-24 with Tapteal Properties LLC.

Summary

The City of Richland and Tapteal Properties LLC entered into an agreement on March 11, 2024 for repayment of public utility installations (see Richland Contract No. 99-24). Tapteal Properties LLC is constructing intersection and utility improvements at Steptoe Street and Tapteal Drive to benefit its adjacent parcel and promote future commercial development.

During construction of the project, the City discovered that a neighboring construction project would prohibit future installation of additional city-owned storm drainage infrastructure. Additional city-owned storm drainage infrastructure could be installed at this time, resulting in substantial cost savings for the City. Tapteal Properties LLC and its contractor have agreed to install the additional storm drainage infrastructure, stormwater pipe, and manhole on the condition of reimbursement. The pipe will be installed in a casing under the Columbia Irrigation District canal. The casing was previously installed by Tapteal Properties LLC under the existing contract scope.

The amendment also includes an extension of time for the City to fulfill its obligations under the agreement due to Tapteal Properties LLC's delay in performing its portions of the existing contract scope.

Staff recommends adoption of Resolution No. 2026-62.

Fiscal Impact

Funding for this project is estimated at \$967,000 and will be supported by the Water Utility and Stormwater Utility funds. This project was not formally budgeted due to lack of timing and lack of final cost information during budget development. However, each respective fund has sufficient capacity to absorb the expense. Upon finalization of cost allocations, staff will submit a budget amendment to effectively reimburse Tapteal Properties LLC.

Attachments

1. Resolution No. 2026-62
2. Proposed First Amendment to Contract No. 99-24

RESOLUTION NO. 2026-62

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AMENDMENT NO. 1 TO CONTRACT NO. 99-24
WITH TAPTEAL PROPERTIES LLC RELATED TO
STORMWATER CONVEYANCE INFRASTRUCTURE.**

WHEREAS, the City and Tapteal Properties LLC (the “Developer”) entered into an Agreement on March 11, 2024, with respect to repayment for the installation of certain public utilities (*see* Richland Contract No. 99-24); and

WHEREAS, the Developer is constructing intersection and utility improvements at Steptoe Street and Tapteal Drive to benefit its adjacent parcel and to promote future commercial development; and

WHEREAS, during construction of the Developer’s project, the City discovered that a neighboring construction project would prohibit the future installation of additional city-owned storm drainage infrastructure; and

WHEREAS, the additional city-owned storm drainage infrastructure could be installed at this time, sooner than anticipated, resulting in substantial cost savings for the City; and

WHEREAS, the Developer and its contractor agreed that they could install this additional city-owned storm drainage infrastructure on the condition of reimbursement.

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 Contract No. 99-24 with Tapteal Properties LLC related to stormwater conveyance.

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 5th day of May, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

FIRST AMENDMENT TO AGREEMENT RE: EASEMENT RELINQUISHMENT, WATER PIPELINE EXTENSION, AND STORMWATER CONVEYANCE INFRASTRUCTURE

**Between
CITY OF RICHLAND
And
TAPTEAL PROPERTIES, LLC**

This **First Amendment** to the March 11, 2024 Agreement Re: Easement Relinquishment, Water Pipeline Extension, and Stormwater Conveyance Infrastructure is made and entered into on this ____ day of _____, 2026, by and between the **City of Richland**, a Washington municipal corporation (“City”) and **Tapteal Properties, LLC** a limited liability corporation (“Developer”).

I. Recitals

WHEREAS, the City and Developer entered into an Agreement on March 11, 2024 with respect to repayment for the installation of certain public utilities (*see* Richland Contract No. 99-24; the “Original Agreement”); and

WHEREAS, Developer is constructing intersection and utility improvements at Steptoe Street and Tapteal Drive to benefit his adjacent parcel and promote future commercial development; and

WHEREAS, during construction of Developer’s project, the City discovered that a neighboring construction project would prohibit future installation of additional City storm drainage infrastructure; and

WHEREAS, this additional City infrastructure could be installed at this time, sooner than anticipated, resulting in a substantial cost savings to the City; and

WHEREAS, Developer and his contractor agreed that they could install this additional storm drainage infrastructure on the condition of reimbursement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Tapteal Properties, LLC hereby agree as follows:

II. Agreement

1. Section II.1.i of the Original Agreement is modified to read as follows:
 - i. In addition to the Improvements in the Project and **Schedule A**, Developer shall construct stormwater conveyance infrastructure that conveys stormwater originating from existing public streets to the off-site infrastructure constructed by the City. Developer’s constructed infrastructure shall connect to the city system in a manhole structure, to be installed by Developer, immediately north of the Port of Benton railroad right-of-way. This infrastructure may be constructed separately and later than the Project, but shall be constructed and accepted prior to the City relinquishing the Storm Drain Easement (Auditor’s File No. 2006-025065) as described in Section 7.d. herein. In addition, this infrastructure shall be completed no later than 36 months after the City completes the stormwater system improvements described in Section 7.b herein. Additional storm drainage infrastructure shall be installed within the vicinity of the Columba Irrigation District canal to consist of an additional storm drain manhole, 340-feet of 18-inch diameter PVC pipe, and appropriate casing spacers and end boots.

- 2. Section II.7. of the Original Agreement is modified to read as follows:
 - a. City will reimburse Developer for the cost to install the Improvements described in **Schedule A**. The basis of determining the reimbursement amount is the actual construction costs paid by Developer for the Improvements, subject to review and approval by the City Engineer. The total Improvements cost incurred by the Developer is estimated to be \$967,000.
 - b. The City will design and construct a stormwater system improvement project providing off-site capacity to manage the stormwater conveyed off of Developer’s property. City will complete this improvement no later than December 31, 2028.
 - c. City will issue a right-of-way construction permit pursuant to Title 12.08 RMC when Developer has supplied engineering plans for the Project that comply with the Richland Municipal Code, this Agreement, and City improvement standards.
 - d. The City will initiate the process to terminate the Storm Drain Easement (Auditor’s File No. 2006-025065) within ninety (90) days after the later of: (a) the City’s acceptance of the stormwater conveyance infrastructure described in Section II.1.i, or (b) completion of the City actions described in Section II.7.b. Both actions must be complete before relinquishment efforts will begin. The City will record a duly authorized relinquishment with the Benton County Auditor’s Office as soon as practicable thereafter.
- 3. Schedule A of the Original Agreement is replaced in its entirety with the revised **Schedule A** attached hereto.
- 4. 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. This Amendment may be executed electronically.
- 5. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written above.

Tapteal Properties, LLC – Developer

City of Richland

By: _____
Its: _____

Jon Amundson, ICMA-CM
City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

**Revised Schedule A
Replacing Former Schedule A to Contract No. 99-24**

1. Watermain

- a. Install 12-inch diameter ductile iron water pipe from Canyon Street to Tapteal Drive.
- b. Install all necessary connections and cut-ins to Tapteal I and Core water zones.
- c. Install city standard pressure reducing station.
- d. Install watermain in an adequately sized city standard casing under the Port of Benton Railroad.

The City shall pay for the water infrastructure shown on the Spink Engineering plans for the Steptoe / Tapteal Water & Sewer Extension, dated 1/2/2024, except for the 12" tee and valves identified in Construction Note No.10 on Sheet 2 of 5, and all of the water infrastructure west of that tee.

2. Storm Sewer

- a. Install 100-feet of 30-inch diameter steel casing under Port of Benton Railroad.
- b. One city standard storm manhole.
- c. 380-feet of 18-inch PVC storm water pipe.
- d. Casing spacers and end seals.

The City shall pay the entire cost of these storm improvements listed, shown on Sheet 5 of 5 of the Spink Engineering plans for the Steptoe / Tapteal Water & Sewer Extension, dated 1/2/2024.



**COUNCIL AGENDA ITEM
STAFF REPORT**

Council Date: 5/5/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-63, Authorizing a Consultant Agreement with Control Systems NW LLC for the Water and Wastewater Supervisory Control and Data Acquisition (SCADA) System Replacement Project

Department/Office

Public Works

Ordinance/Resolution Number

2026-63

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-63, authorizing the City Manager to sign and execute a consultant agreement with Control Systems NW LLC for the Water and Wastewater Systems Control and Data Acquisition (SCADA) System Replacement Project.

Summary

The City of Richland water and wastewater systems utilize supervisory control and data acquisition (SCADA) systems to support operations at the Water and Wastewater Treatment Plants and other facilities throughout the City of Richland. The 2026-2031 Capital Improvement Plan (CIP) includes the Wastewater SCADA Replacement and Water SCADA Replacement projects (together the "Project"), which were developed based on the 2025 SCADA Upgrade and Evaluation Plan. Updates to the current SCADA hardware, software, and communications equipment are necessary to maintain reliable operations of the water and wastewater utilities.

A competitive Request for Qualifications (RFQ) process was conducted in accordance with the City's purchasing policies to solicit the services of a qualified vendor to perform the design, purchasing, installation, and support services for the Project. Control Systems NW LLC was selected as the most qualified vendor of the nine (9) proposals received.

A phased scope of work and project budget have been negotiated to implement the improvements identified in the 2025 SCADA Upgrade and Evaluation Plan. Additional work may be incorporated through future contract amendments as needed.

The best interests of the City are served by executing a contract with Control Systems NW LLC to implement the necessary upgrades to the SCADA system for the responsible management of the City's water and sewer systems.

Staff recommends adoption of Resolution No. 2026-63.

Fiscal Impact

Funding for the SCADA System Replacement Project is included in the Water Utility and Wastewater Utility Capital Improvement Plans, with allocated budgets of approximately \$3,781,580 and \$1,977,740, respectively. The proposed contract amount of \$386,414 for this phase of work is within the approved budget, and sufficient funding is available to support the project.

Attachments

1. Resolution No. 2026-63
2. Proposed Consultant Agreement with Control Systems NW LLC for the SCADA Replacement Project

RESOLUTION NO. 2026-63

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH CONTROL
SYSTEMS NW LLC FOR THE WATER AND WASTEWATER
SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM
REPLACEMENT PROJECT.**

WHEREAS, the City of Richland’s water and wastewater systems utilize supervisory control and data acquisition (SCADA) systems to support operations at the Wastewater and Water Treatment Plants and at other facilities throughout the City of Richland; and

WHEREAS, the 2026-2031 Capital Improvement Plan (CIP) includes projects titled Wastewater SCADA Replacement and Water SCADA Replacement which were developed based on a SCADA Upgrade and Evaluation Plan completed in 2025 (together the “Project”); and

WHEREAS, an update and upgrade to the current SCADA hardware, software and communications equipment is necessary to sustain reliable operations of the water and wastewater utilities; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in accordance with the City’s purchasing policies to solicit the services of a qualified vendor to perform the design, purchasing, installation, and support services for the Project; and

WHEREAS, Control Systems NW LLC was selected as the most qualified vendor of the nine (9) proposals received; and

WHEREAS, a phased scope of work and project budget have been negotiated with Control Systems NW LLC at a reasonable value to the City to deliver tasks identified in the 2025 SCADA Upgrade and Evaluation Plan; and

WHEREAS, the City’s best interests are served by executing a consultant agreement with Control Systems NW LLC to implement the necessary upgrades to the SCADA system for the responsible management of the City’s water and sewer systems.

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 Control Systems NW LLC in the amount of \$386,414.67 for the Water and Wastewater SCADA Replacement Project.

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 5th day of May, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

SCADA and OT Cybersecurity Design and Upgrades

This Agreement is entered into this _____ day of May, 2026 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Control Systems NW LLC** (“**Consultant**”), a Washington limited liability company with service at 22722 29th Dr. SE, Ste. 210, Bothell, WA 98021-4401. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. City of Richland Agreement No. _____
 2. Exhibit A: Scope of Work
 3. City Richland Solicitation No. RFQ #25-0105
 4. Exhibit B: Solicitation No. RFQ #25-0105 proposal response submitted by Consultant dated December 10, 2025.
 5. Additional Documents – Exhibit C: Fee Estimate and Exhibit D: Schedule of Rates and Charges.

2. TIME FOR COMPLETION

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

3. TERM

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

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Three Hundred Eighty-Six Thousand Four Hundred Fourteen Dollars and Sixty-Eight Cents (\$386,414.68)**, 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	Contact Name:	Clayton Anderson, PE
City of Richland	Name of Firm:	Control Systems NW LLC
625 Swift Blvd., MS-11	Address:	22722 29 th Dr. SE, Ste. 210
Richland, WA 99352	Address:	Bothell, WA 98021-4401
Email: purchasing@ci.richland.wa.us	Email:	canderson@controlsystemsnw.com
Phone: (509) 942-7710	Phone Number:	(509) 881-9872

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

City of Richland
Scope of Work
SCADA System Upgrade
 _____ 2026

In accordance with the terms and conditions of the SCADA Systems Upgrade Agreement, Control Systems NW, LLC (CSNW) will provide supervisory control and data acquisition (SCADA) design, programming, and other services for the City of Richland’s SCADA control systems. CSNW will furnish non-construction labor, materials, and software support on an on-call basis, as required, or under authorized work orders.

Services that may be performed as an element of this Agreement may include but are not limited to the following.

- Administer project records and coordinate with the CSNW project team.
- Professional design and specification services for SCADA upgrades that include water, wastewater, and irrigation system.
- Programming and integration services, as required, including cybersecurity hardware upgrades, and WTP/WWTP software and hardware upgrades.
- Maintaining system configuration documentation (diagrams, point lists, alarm settings, etc.).
- Implementing configuration changes, as necessary, following proper procedures.
- Providing updated documentation for operations and maintenance personnel.

Below is the list of projects from the Evaluation and Upgrade Plan to be completed as separate Work Orders:

v04.10.2026

SCADA Improvement (SI) Capital Planning

SI No.	Description	Budgets from Planning	2026 Work Orders
SI-01	Water & Wastewater Radio Upgrades	\$425,100	\$168,756.00
SI-02	OT Cybersecurity Hardware Upgrades	\$209,500	\$217,658.68
SI-04	WTP Hardware and Software Upgrades	\$1,005,000	
SI-05	WWTP Hardware and Software Upgrades	\$895,000	
SI-06	Water Distribution System Hardware Upgrades	\$2,610,000	-
SI-07	WW Collections System Hardware Upgrades	\$1,980,000	-
SI-08	Reporting and Historian Upgrades	\$56,000	-
SI-09	Remote Access Improvements	\$46,800	-
SI-10	Irrigation Hardware and Software Upgrades	\$605,000	-
SI-11	Fiber Communication Expansion	\$5,692,500	-
Total Authorized (with WSST)			\$386,414.68

Exhibit C



CONTROL SYSTEMS NW LLC
 22722 29th Drive SE, Suite 210, Bothell, WA 98021
 888.621.6232 / controlsystemsnw.com / Tax ID# 84-1772095
 OR CCB# 228012 / OR Electrical CCB# 6491S
 WA GC# CONTRSN786JE / ID GC# 5061277

Work Order					
In accordance with the City of Richland Agreement for the SCADA Systems Upgrade project dated _____, 2026, this is an authorization to engage in the work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.					
Project Name: SI-01 Water & Wastewater Radio Upgrades					
Client Name	City of Richland		CSNW Project No.	C260075.01	
Client Project No.			CSNW Project Manager	Clayton Anderson	
Client Project Manager	Jim Bridges		Date Developed	3/6/2026	
Project Location	Richland, WA		Expected Completion	12/31/2026	
Description of Work					
Provide design, programming, and construction support for the radio upgrades to the City's water and wastewater systems. CSNW will design an upgrade of both new high-speed radios and fiber installation to sites considered critical link or low-cost as identified in the City's existing SCADA Evaluation and Upgrade Plan. Design will have 60%, 90%, and construction ready deliverables with reviews by City staff. Opinions of probable construction cost will be provided at 90% and construction ready reviews. All hardware and equipment will be provided by CSNW through a separate work order after the design has been reviewed at 90%. CSNW will help develop up to two construction packages; one for fiber and one for radios.					
Assumptions					
This work order is for all professional services as part of the project. All materials will be purchased under a separate work order. All installation will be performed by others under a separate contract. CSNW will perform to the level of effort identified. Additional effort, if needed, will be mutually determined by CSNW and the City prior to CSNW performing increased services.					
Fee Estimate					
Description	Total Hours	Total Labor	Total Sub/Material	Total Expense	Total Cost
Task 1 Administrative Services	18	\$ 3,832	\$ -	\$ 96	\$ 3,928
1.1 Manage CSNW Team, Track Work Elements, and Prepare Monthly Invoices	18	\$ 3,832	\$ -	\$ 96	\$ 3,928
Task 2 Water & Wastewater Communication Design	234	\$ 53,404	\$ -	\$ 5,268	\$ 58,672
2.1 Review existing sites, identify communication upgrade path for each site	28	\$ 6,544	\$ -	\$ 439	\$ 6,983
2.2 Meet with City to review upgrades, select final hardware	12	\$ 2,928	\$ -	\$ 156	\$ 3,084
2.3 Design Communication Upgrades	122	\$ 27,680	\$ -	\$ 3,332	\$ 31,012
2.4 Provide 60P plans to City and Review	24	\$ 5,252	\$ -	\$ 406	\$ 5,658
2.5 Develop hardware and equipment list including OPCC	11	\$ 2,540	\$ -	\$ 284	\$ 2,824
2.6 Provide 90P plans to City and Review	22	\$ 4,994	\$ -	\$ 400	\$ 5,394
2.7 Perform internal QA/QC	4	\$ 1,120	\$ -	\$ 28	\$ 1,148
2.8 Provide Construction Ready Packages	11	\$ 2,346	\$ -	\$ 224	\$ 2,570
Task 3 Water & Wastewater Communication Programming	278	\$ 66,227	\$ -	\$ 1,656	\$ 67,883
3.1 Provide Programming for Remote I/O Devices	25	\$ 5,704	\$ -	\$ 143	\$ 5,847
3.2 Provide Radio Programming	47	\$ 12,836	\$ -	\$ 321	\$ 13,157
3.3 Provide SCADA Programming	81	\$ 18,360	\$ -	\$ 459	\$ 18,819
3.4 Provide Field Startup Services	80	\$ 18,080	\$ -	\$ 452	\$ 18,532
3.5 Develop O&M Documentation for City Staff	29	\$ 7,199	\$ -	\$ 180	\$ 7,379
3.6 Train City Staff on communication upgrades	16	\$ 4,048	\$ -	\$ 101	\$ 4,149
Task 4 Construction Support	158	\$ 35,838	\$ -	\$ 2,436	\$ 38,274
4.1 Assist City in Contractor Bidding	10	\$ 2,260	\$ -	\$ 277	\$ 2,537
4.2 Review Material Submittals	20	\$ 4,520	\$ -	\$ 553	\$ 5,073
4.3 Answer up to (6) RFIs	8	\$ 1,916	\$ -	\$ 185	\$ 2,101
4.4 Provide Periodic Construction Observation	60	\$ 13,560	\$ -	\$ 339	\$ 13,899
4.5 Attend Testing and Startup	40	\$ 9,040	\$ -	\$ 666	\$ 9,706
4.6 Provide Final Punchlist	8	\$ 1,808	\$ -	\$ 210	\$ 2,018
4.7 Assist City in Closeout	12	\$ 2,734	\$ -	\$ 206	\$ 2,940
PROJECT TOTAL	688	\$ 159,301	\$ -	\$ 9,455	\$ 168,756

By signing here, the signing individual warrants and represents that they have the full authority to enter into this Work Order on behalf of Client and authorizes CSNW to proceed with the work as identified herein. By signing, Client acknowledges and agrees that this Work Order is valid for 30 days and may be amended to include cost increases due to any unforeseen duties, freight, tariffs, supplier pricing changes, surcharges, exchange rate fluctuations, or any other market increases, which Client shall pay pursuant to the terms and conditions identified above. CSNW may also assess storage and shipping fees if Client does not accept delivery within 90 days of product delivery.



CONTROL SYSTEMS NW LLC
 22722 29th Drive SE, Suite 210, Bothell, WA 98021
 888.621.6232 / controlsystemsnw.com / Tax ID# 84-1772095
 OR CCB# 228012 / OR Electrical CCB# 6491S
 WA GC# CONTRSN786JE / ID GC# 5061277

Work Order						
In accordance with the City of Richland Agreement for the SCADA Systems Upgrade project dated _____, 2026, this is an authorization to engage in the work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.						
Project Name: SI-02 OT Cybersecurity Hardware Upgrades						
Client Name	City of Richland		CSNW Project No.	C260075.02		
Client Project No.			CSNW Project Manager	Clayton Anderson		
Client Project Manager	Jim Bridges		Date Developed	2/25/2026		
Project Location	Richland, WA		Expected Completion	12/31/2026		
Description of Work						
CSNW will design a backup system for the City's SCADA that meets the SCADA Backups policy detailed in the SCADA Evaluation and Upgrade Plan - 2025. Existing network architecture will be documented, and all existing OT network hardware will be inventoried. Meet with City to review backup solution, existing architecture, and hardware replacement selections to confirm conformance with City standards. After the backup solution is designed and the network hardware is inventoried, CSNW will procure equipment to replace the OT network hardware and implement the backup solution. Replacement of the network hardware will include standardized programming to meet City IT standards for switch deployment. The hardware itself will meet the manufacturer's standards as identified in the Communication Standard section of the SCADA Evaluation and Upgrade Plan - 2025.						
Assumptions						
Hardware costs shown in this Work Order assume preliminary counts as identified in the SCADA Evaluation and Upgrade Plan - 2025. These counts include forty (40) switches and firewall devices that need to be replaced. Backup solution costs included are preliminary dollar budgets as identified during the SCADA Evaluation and Upgrade Plan - 2025. Actual hardware equipment costs and backup solution costs will be billed to the City according to the agreed upon CSNW rates. If hardware equipment costs or backup solutions costs are greater than shown in this work order, CSNW and the City will agree to a change order for the true costs after final inventory and design.						
Fee Estimate						
Description	Total Hours	Total Labor	Total Sub/Material	Total Expense	Total Cost	
Task 1 Administrative Services	14	\$ 2,865	\$ -	\$ 237	\$ 3,102	
1.1 Manage CSNW Team, Track Work Elements, and Prepare Monthly Invoices	14	\$ 2,865	\$ -	\$ 237	\$ 3,102	
Task 2 Backup Solution and Network Hardware Design	87	\$ 23,928	\$ -	\$ 1,011	\$ 24,939	
2.1 Identify Backup Solutions that meet City Standards	5	\$ 1,400	\$ -	\$ 63	\$ 1,463	
2.2 (1) Meeting with City to Review and Select SCADA Backup Solution	12	\$ 3,144	\$ -	\$ 189	\$ 3,333	
2.3 Site Investigations to Document and Inventory all OT Network Hardware	20	\$ 5,600	\$ -	\$ 140	\$ 5,740	
2.4 Document Existing Network Architecture and identify network hardware replacement	20	\$ 5,600	\$ -	\$ 250	\$ 5,850	
2.5 (1) Meeting with City to review Network Architecture and Replacement Hardware	12	\$ 3,144	\$ -	\$ 189	\$ 3,333	
2.6 Prepare and review implementation plan and Costs with City	18	\$ 5,040	\$ -	\$ 181	\$ 5,221	
Task 3 Backup Solution and Network Hardware Implementation	128	\$ 33,184	\$ 138,000	\$ 830	\$ 172,014	
3.1 Procure Network Hardware and Software	4	\$ 818	\$ 115,000	\$ 20	\$ 115,838	
3.2 Implement Network Hardware Replacement	60	\$ 15,180	\$ -	\$ 380	\$ 15,560	
3.3 Procure SCADA Backup Hardware and Software	4	\$ 818	\$ 23,000	\$ 20	\$ 23,838	
3.4 Implement SCADA Backup Solution	40	\$ 10,768	\$ -	\$ 269	\$ 11,037	
3.5 Provide O&M documentation on Hardware and Backups	20	\$ 5,600	\$ -	\$ 140	\$ 5,740	
SUBTOTAL	229	\$ 59,977	\$ 138,000	\$ 2,077	\$ 200,053.93	
WSST RATE 8.8%					\$ 17,604.75	
PROJECT TOTAL					\$ 217,658.68	

By signing here, the signing individual warrants and represents that they have the full authority to enter into this Work Order on behalf of Client and authorizes CSNW to proceed with the work as identified herein. By signing, Client acknowledges and agrees that this Work Order is valid for 30 days and may be amended to include cost increases due to any unforeseen duties, freight, tariffs, supplier pricing changes, surcharges, exchange rate fluctuations, or any other market increases, which Client shall pay pursuant to the terms and conditions identified above. CSNW may also assess storage and shipping fees if Client does not accept delivery within 90 days of product delivery.

EXHIBIT D		
CONTROL SYSTEMS NW LLC		
2026 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$182	\$/hr
Professional II	\$199	\$/hr
Professional III	\$222	\$/hr
Professional IV	\$243	\$/hr
Professional V	\$259	\$/hr
Professional VI	\$280	\$/hr
Professional VII	\$306	\$/hr
Professional VIII	\$333	\$/hr
Professional IX	\$336	\$/hr
Control Specialist I	\$182	\$/hr
Control Specialist II	\$199	\$/hr
Control Specialist III	\$222	\$/hr
Control Specialist IV	\$243	\$/hr
Control Specialist V	\$259	\$/hr
Control Specialist VI	\$280	\$/hr
Control Specialist VII	\$306	\$/hr
Control Specialist VIII	\$333	\$/hr
Control Specialist IX	\$336	\$/hr
Control Technician I	\$139	\$/hr
Control Technician II	\$154	\$/hr
Control Technician III	\$178	\$/hr
Control Technician IV	\$189	\$/hr
Control Technician V	\$206	\$/hr
Control Technician VI	\$226	\$/hr
Control Technician VII	\$245	\$/hr
Control Technician VIII	\$257	\$/hr
Technician I	\$139	\$/hr
Technician II	\$154	\$/hr
Technician III	\$178	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$206	\$/hr
Technician VI	\$226	\$/hr
Technician VII	\$245	\$/hr
Technician VIII	\$257	\$/hr
Administrative I	\$94	\$/hr
Administrative II	\$109	\$/hr
Administrative III	\$129	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$180	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.725	price per mile (or Current IRS Rate)
Subconsultants/Subcontractors	15%	Cost +
Materials/Equipment	15%	Cost +

Rates listed are adjusted annually.



**COUNCIL AGENDA ITEM
STAFF REPORT**

Council Date: 5/5/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-64, Authorizing Change Order No. 5 to Contract No. 85-25 with Ellison Earthworks, LLC for the South George Washington Way Intersection Improvements Project

Department/Office	Ordinance/Resolution Number	Document Type
Public Works	2026-64	Resolution

Recommended Motion

Adopt Resolution No. 2026-64, authorizing the City Manager to sign and execute Change Order No. 5 to Contract No. 85-25 with Ellison Earthworks, LLC for the South George Washington Way Intersection Improvements Project.

Summary

The 2022-2027 Capital Improvement Plan (CIP) and the 2024-2029 Transportation Improvement Project (TIP) include the South George Washington Way Intersection Improvements Project (the "Project"). On February 18, 2025, Richland City Council adopted Resolution No. 2025-29, authorizing a construction contract with Ellison Earthworks, LLC for the Project (see Richland Contract No. 85-25). During construction, additional work was identified, including paving a portion of the northbound left turn lane, additional landscaping excavation, and other project-related items. These changes were negotiated at a reasonable cost.

Additional funding authority for these changes is obligated by the Washington State Department of Transportation, requiring a 13.5 percent local match, which is available within the project budget. The total value of the unanticipated changes exceeds the administrative change order authority established by Resolution No. 2025-29, thereby requiring City Council approval.

The best interests of the City are served by authorizing Change Order No. 5 to Contract No. 85-25 ensure successful project completion and to fully compensate the contractor for services rendered.

Staff recommends adoption of Resolution No. 2026-64.

Fiscal Impact

The original contract value plus the proposed increased change order authorization amounts are within the original grant funding award and allocated real estate excise tax (REET) in the Capital Improvement Plan, for grant match, for the South George Washington Way Intersection Improvements Project of \$3.4 million combined. There is sufficient capacity to fund Change Order No. 5 at \$125,960.22 plus future changes up to an aggregate of \$519,366 (the aggregate of the original change order authority of \$163,366 plus \$356,000 in reallocated grant funding by WSDOT Supplement No. 4 to grant agreement LA-9929). Total changes equal \$289,184.26 through this Change Order No. 5. In addition, the Project has received estimates of approximately \$75,000 for needed paving and landscape/irrigation work, and additional costs will be incurred for retaining wall repair, additional rental days for mobile messaging boards, and final base bid quantity reconciliations. This new change order aggregate of \$519,366 will provide capacity for these expected expenses and additional, unexpected circumstances.

Attachments

1. Resolution No. 2026-64
2. Proposed Change Order No. 5 with Ellison Earthworks for the South George Washington Way Intersection Improvements Project

RESOLUTION NO. 2026-64

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING CHANGE ORDER NO. 5 TO CONTRACT NO. 85-25
FOR THE SOUTH GEORGE WASHINGTON WAY INTERSECTION
IMPROVEMENTS PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) and the 2024-2029 Transportation Improvement Program (TIP) include a project titled South George Washington Way Intersection Improvements Project (the “Project”); and

WHEREAS, on February 18, 2025, Richland City Council adopted Resolution No.2025-29, authorizing a construction contract with Ellison Earthworks LLC for the Project (*see* Richland Contract No. 85-25); and

WHEREAS, additional construction work was required to be completed, including paving a portion of the northbound left turn lane, additional landscaping excavation, and other project-related items; and

WHEREAS, the changes were negotiated at a reasonable value; and

WHEREAS, additional funding authority for these changes was obligated by the Washington State Department of Transportation, requiring a local funding match of 13.5 percent (13.5%) for which the Project budget has the capacity to fund; and

WHEREAS, the total value of the unanticipated changes to the Project exceeds the administrative change order authority established by Resolution No. 2025-29, thereby requiring City Council approval; and

WHEREAS, the City’s best interests are served by authorizing Change Order No. 5 to ensure successful project completion and to fully compensate the contractor for services rendered.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Change Order No. 5 to Contract No. 85-25 with Ellison Earthworks LLC in the amount of \$125,960.22 for the South George Washington Way Intersection Improvements Project.

BE IT FURTHER RESOLVED that the change order authority established in Resolution No. 2025-29 is hereby increased from \$163,366 to a total aggregate amount of \$519,366 to align with the re-obligated grant funding authorization.

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 5th day of April, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
PUBLIC WORKS CHANGE ORDER FORM**

DRAFT

PROJECT: South George Washington Way Intersection CITY CONTRACT # 85-25
 CONTRACTOR: Ellison Earthworks, LLC CHANGE ORDER # 5

Description of Costs

Item	Tax (*)	Reason for Change (#)	Description	Units	Quantity	Unit Price	Item Totals
1		4	4.1 (RFC 011) Dual Faced Curb Issues	LS	1.00	9,591.57	9,591.57
		1	4.1 (RFC 011) Days Only	DY	1.00	-	-
2		4	4.2 (RFC 012) Concrete Pedestrian Wall	LS	1.00	22,084.38	22,084.38
		1	4.2 (RFC 012) Days Only	DY	2.00	-	-
3		4	4.4 (RC 014) Pt. 2 Landscape Clear/Grubbing	LS	1.00	37,045.15	37,045.15
		1	4.4 (RC 014) Pt. 2 Days Only	DY	5.00	-	-
4		4	5.1 (RFC 014) - Landscape Clear/Grub Wk 3	LS	1.00	29,389.12	29,389.12
		1	5.1 (RFC 014) - Days Only	DY	5.00	-	-
5		4	PCMS Boards in Calendar Days (adj. to CO1)	DY	51.00	350.00	17,850.00
6		4	Arrow Boards in Calendar Days (adj. to CO1)	DY	50.00	200.00	10,000.00
7							-
8							-

JUSTIFICATION: (written explanation required) * SEE ATTACHED *****

SUBTOTAL \$ 125,960.22

INSPECTOR: _____

DATE: _____

TAX @ 8.7% _____

ENGINEER: _____

DATE: _____

TOTAL \$ 125,960.22

CAP. PROJECTS MGR: _____

DATE: _____

Reason for Change:

- 1-Contractor Request/Claim 2-City Requested 3-Unforeseen Condition 4-Design Error

CHANGE ORDER JUSTIFICATION
PUBLIC WORKS CHANGE ORDER FORM

Change Order # 5

PROJECT: South George Washington Way Intersection Improvements
CONTRACTOR: Ellison Earthworks, LLC
PROVIDED BY: Sheldon Williamson, P.E.

Instructions: Include a brief justification for the work and cost included in each change order item.

1 4.1 (RFC 011) - Roadway existing grades south of the intersection were not included in the design. The area has heavy rutting which WSDOT was informed about. This change included the additional prep work for curb removal that wasn't included in the design.

2 4.2 (RFC 012) - Pedestrian curbs up to 24" in height were required along the sidewalk expansion areas. This height of pedestrian wall was not covered in the contract and was required to correctly retain the existing landscaping areas.

3 4.4 (RFC 014) part 1 - Force account work to remove the material and existing landscaping within the landscaping area south of the intersection on the east side (WinCo side). Construction documents didn't include provisions to cover the removal with consisted of excavation of up to 12" of existing matieral. Part #1 was two weeks work of work.

4 5.1 (RFC 014) week 3 - Part 2 of landscaping excavation work as described in 4.4.

5 PMCS Boards - this is an ajdustment to the original estimate added on Change Order No. 1, through progress payment no. 6. Additional days will likely be needed for final true-up. The changes thus far are the result of additional need of the PMCS due to project related work on the project..

6 Arrow Boards - this is an ajdustment to the original estimate added on Change Order No. 1, through progress payment no. 6. Additional days will likely be needed for final true-up. The changes thus far are the result of additional lane shifts required to complete the work for the project.

7

8



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 5/5/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-65, Authorizing a Purchase and Sale Agreement for 1300 George Washington Way in Support of the Downtown Connectivity Improvements Project

Department/Office

Public Works

Ordinance/Resolution Number

2026-65

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-65, authorizing the City Manager to sign and execute a Purchase and Sale Agreement for 1300 George Washington Way in support of the Downtown Connectivity Improvements Project.

Summary

The City's Transportation Improvement Program (TIP) and the 2024-2029 Capital Improvement Plan (CIP) both include the Downtown Connectivity Improvements Project (the "Project"). The Project's completion requires acquisition of property located at 1300 George Washington Way, owned by Nathaniel A. Schweiger, in the form of a temporary construction easement. This property was not originally included in Resolution No. 2025-136, which authorized purchase and sale agreements for multiple properties associated with the Project. Therefore, separate Council action is required.

The City's offered compensation for the acquisition is based on fair market valuation of the needed property interests as determined by a qualified appraiser. The property owner has agreed to the terms necessary for the City to acquire the required property rights. Funding for the acquisition will be provided through the Project budget.

The City's best interests are served by acquiring the property to support completion of the Project.

Staff recommends adoption of Resolution No. 2026-65.

Fiscal Impact

The 2024-2029 Capital Improvement Plan includes City funds to acquire necessary right-of-way for the Project. Approximately \$3.2 million remains in City funds that is available for use on right-of-way, which is adequate to fund the proposed agreement for \$1,911,000.

Attachments

1. Resolution No. 2026-65
2. Proposed Purchase and Sale Agreement for 1300 George Washington Way

RESOLUTION NO. 2026-65

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR 1300
GEORGE WASHINGTON WAY IN SUPPORT OF THE DOWNTOWN
CONNECTIVITY IMPROVEMENTS PROJECT.**

WHEREAS, the City’s Transportation Improvement Program (TIP) and the 2024-2029 Capital Improvement Plan (CIP) both include a project titled the Downtown Connectivity Improvements Project (the “Project”); and

WHEREAS, the Project’s completion requires property acquisition at 1300 George Washington Way in the form of a temporary construction easement; and

WHEREAS, on November 4, 2025, Richland City Council adopted Resolution No. 2025-136, authorizing purchase and sale agreements for thirty (30) properties affected by the Project; and

WHEREAS, 1300 George Washington Way was not included in Resolution No. 2025-136; and

WHEREAS, the City’s offered compensation for the acquisition is based on fair market valuation of the needed property interests as determined by a qualified appraiser; and

WHEREAS, the affected property owner has agreed to terms allowing the City to acquire the necessary property rights for the Project; and

WHEREAS, the funds necessary to acquire the property will be paid by the Project budget, and the City’s best interests are served by acquiring the property to enable the completion of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement and all other documents necessary to complete the purchase of the required temporary property interests from Nathaniel A Schweiger at 1300 George Washington Way in support of the Downtown Connectivity Improvements Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of May, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF TEMPORARY PROPERTY RIGHTS
Project-related Acquisition - Threat of Eminent Domain

Re: 1300 George Washington Way, Richland, WA; 1-0298-402-0802-001

This Agreement for Purchase and Sale of Temporary Property Rights (the “Agreement”) is made and entered into between the **City of Richland**, a Washington municipal corporation (“Purchaser”), and **Nathaniel A. Schweiger**, a Single Man (“Seller”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. **Purchase and Sale of Temporary Property Rights.** Seller agrees to sell a temporary easement on a portion of the parcel referenced above, and Purchaser agrees to purchase a temporary easement on a portion of said parcel on the terms hereafter stated, the improved real property being located at 1300 George Washington Way in the City of Richland, Benton County, Washington and the temporary easement being legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. **Laws and Rights.** 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 Temporary Construction Easement Deed (“Easement Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. **Purchase Price.** The total purchase price for the property rights acquired shall be **\$1,911.00** (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash (paid by check) at or before recording of the Temporary Easement Deed in the record of Benton County, Washington. Recording may not occur if payment has not been completed.

2.1. **Reserved.**

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

3.1. **City Council Approval.** The execution and delivery of this Agreement by Purchaser is authorized by Resolution No. 2025-136.

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.

4. **Title Matters.**

4.1. Reserved.

5. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) 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.

5.1. Reserved.

6. Closing. Closing shall occur when the Purchaser records the Easement Deed and remits payment via check to the Seller. As used herein, “Closing” or “date of Closing” means the date on which all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Seller.

6.1. Closing Costs. Purchaser shall pay all closing costs.

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.

(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 other 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) As of the Effective Date and as of the date of Closing, Seller is not 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").

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

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

(b) 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.

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

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more

to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened by any other governmental agency, which would materially affect the value of the Property 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. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

10. Miscellaneous.

10.1. 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.

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

10.3. 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 Purchaser: City of Richland
Attn: Public Works Department
625 Swift Blvd., MS-26
Richland, Washington 99352
Phone: (509) 942-7500
Email: swiliamson@richlandwa.gov

If to Seller: Nathaniel A Schweiger
1300 George Washington Way
Richland, WA 99354
Phone:
Email:

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.

10.4. 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.

10.5. 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.

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

10.7. 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.

10.8. Construction. The parties acknowledge that each party has 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.

10.9. 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.

10.10. 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.

10.11. 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.

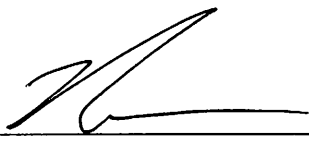
10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal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

10.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the contract and all documents related thereto with counsel before signing this Agreement.

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.

SELLER

PURCHASER

By: 

Nathaniel A Schweiger

Jon Amundson, ICMA-CM
City Manager

3/24/26

Date

Date

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A

Temporary Construction Easement

Nathaniel A Schweiger Parcel # 1-0298-402-0802-001

BASIS OF BEARINGS FOR THE FOLLOWING DESCRIPTION IS BASED ON NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, USING CENTERLINE MONUMENTS AT GEORGE WASHINGTON WAY AND HUNT AND AT HAUPT AVE AND GEORGE WASHINGTON WAY DISTANCES WRITTEN IN US SURVEY FEET GRID.

A temporary construction easement of varying width being a Portion of Lot 1, Block 802, Plat of Richland, Sheet 36, recorded under Auditor's File Number 356196, records of Benton County, Washington, situate in the Southwest Quarter of the Southeast Quarter of Section 2, Township 9 North, Range 28 East, of said County, described as follows:

Commencing at the Southeast corner of George Washington Way and Hunt Avenue also being the common Northwest corner of Lot 1 and Lot 2 of hereinabove mentioned plat; Thence South 1°05'46" East 19.82 feet along the West boundary of Lot 1 and the East right of way of George Washington Way to the **True Point of Beginning**;

Thence continuing along the said west boundary and east right of way South 1°05'46" East 51.81 feet;

Thence South 41°04'22" East 10.10 feet;

Thence North 89°27'19" East 2.92 feet;

Thence North 0°32'41" West 59.58 feet;

Thence South 88°54'12" West 9.99 feet to the **True Point of Beginning**

CONTAINS 552 SF, MORE OR LESS.



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 5/5/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-66, Authorizing a Consultant Agreement with Control Systems NW LLC for On-Call SCADA System Services and Operational Technology Cybersecurity Support

Department/Office

Public Works

Ordinance/Resolution Number

2026-66

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-66, authorizing the City Manager to sign and execute an agreement with Control Systems NW LLC for on-call services and operational technology cybersecurity support.

Summary

The City of Richland water and wastewater systems utilize supervisory control and data acquisition (SCADA) systems to support operations at the Water and Wastewater Treatment Plants and other facilities throughout the City of Richland. The 2026-2031 Capital Improvement Plan (CIP) includes the Wastewater SCADA Replacement and Water SCADA Replacement projects (together the "Project"), which were developed based on the 2025 SCADA Upgrade and Evaluation Plan. Updates to the current SCADA hardware, software, and communications equipment are necessary to maintain reliable operations of the water and wastewater utilities.

A competitive Request for Qualifications (RFQ) process was conducted in accordance with the City's purchasing policies to solicit the services of a qualified vendor to perform the design, purchasing, installation, and support services for the Project. Control Systems NW LLC was selected as the most qualified vendor of nine (9) proposals received. Under a separate agreement, the City of Richland has contracted with Control Systems NW LLC to update and upgrade the SCADA system for the public water and sewer systems. Control Systems NW LLC also has qualified staff and availability to perform on-call SCADA system maintenance, repairs, and operational technology (OT) cybersecurity services. A scope of work and budget has been negotiated with Control Systems NW LLC to provide these on-call services at a reasonable value to the City.

The best interests of the City are served by executing a contract with Control Systems NW LLC to perform on-call services and operational technology (OT) cybersecurity support to maintain the reliability of the City's water and wastewater utilities.

Staff recommends adoption of Resolution No. 2026-66.

Fiscal Impact

The Water Utility and Wastewater Utility Capital Improvement Plans have funding capacity for SCADA System Upgrades of roughly \$3,781,580 and \$1,977,740, respectively. This is sufficient to allow for the full funding of the proposed scope of work for this service contract, which is estimated at just under \$121,805.

Attachments

1. Resolution No. 2026-66
2. Proposed Consultant Agreement with Control Systems NW, LLC for SCADA and Cybersecurity On-Call Services

RESOLUTION NO. 2026-66

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH CONTROL
SYSTEMS NW LLC FOR ON-CALL SERVICES AND
OPERATIONAL TECHNOLOGY CYBERSECURITY SUPPORT.**

WHEREAS, the City of Richland’s water and wastewater systems utilize supervisory control and data acquisition (SCADA) systems to support operations at the Wastewater and Water Treatment Plants and at other facilities throughout the City of Richland; and

WHEREAS, the 2026-2031 Capital Improvement Plan (CIP) includes projects titled Wastewater SCADA Replacement and Water SCADA Replacement which were developed based on a SCADA Upgrade and Evaluation Plan completed in 2025 (together the “Project”); and

WHEREAS, an update and upgrade to the current SCADA hardware, software and communications equipment is necessary to sustain reliable operations of the water and wastewater utilities; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in accordance with the City’s purchasing policies to solicit the services of a qualified vendor to perform the design, purchasing, installation, and support services for the Project; and

WHEREAS, Control Systems NW LLC was selected as the most qualified vendor of the nine (9) proposals received; and

WHEREAS, under a separate agreement, the City of Richland has contracted with Control Systems NW LLC to update and upgrade the SCADA system for the public water and sewer systems; and

WHEREAS, Control Systems NW LLC also has qualified staff and availability to perform on-call SCADA system maintenance, repairs, and operational technology (OT) cybersecurity services; and

WHEREAS, a scope of work and budget has been negotiated with Control Systems NW LLC to provide these on-call services at a reasonable value to the City; and

WHEREAS, the City’s best interests are served by executing a consultant agreement with Control Systems NW LLC to perform on-call services and OT cybersecurity support to maintain the reliability of the City’s water and wastewater utilities.

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 Control Systems NW LLC in the amount of \$121,804.72 for SCADA on-call services and operational technology cybersecurity support.

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 5th day of May, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

On-Call SCADA System Operation, Maintenance and Support

This Agreement is entered into this _____ day of May, 2026 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Control Systems NW LLC** (“**Consultant**”), a Washington limited liability company with service at 22722 29th Dr. SE, Ste. 210, Bothell, WA 98021-4401. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. City of Richland Agreement No. _____
 2. Exhibit A: Scope of Work
 3. City Richland Solicitation No. RFQ #25-0105
 4. Exhibit B: Solicitation No. RFQ #25-0105 proposal response submitted by Consultant dated December 10, 2025.
 5. Additional Documents – Exhibit C: Fee Estimate and Exhibit D: Schedule of Rates and Charges.

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, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 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 **One Hundred Twenty-One Thousand Eight Hundred Four Dollars and Seventy-Two Cents (\$121,804.72)**, 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	Contact Name:	Clayton Anderson, PE
City of Richland	Name of Firm:	Control Systems NW LLC
625 Swift Blvd., MS-11	Address:	22722 29 th Dr. SE, Ste. 210
Richland, WA 99352	Address:	Bothell, WA 98021-4401
Email: purchasing@ci.richland.wa.us	Email:	canderson@controlsystemsnw.com
Phone: (509) 942-7710	Phone Number:	(509) 881-9872

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

City of Richland
Scope of Work
SCADA System Operation, Maintenance, and Support
_____ 2026

In accordance with the terms and conditions of the SCADA System Operations, Maintenance, and Support Agreement, Control Systems NW, LLC (CSNW) will provide supervisory control and data acquisition (SCADA) maintenance services for the City of Richland’s water control system. CSNW will furnish labor, materials, and software support on an on-call basis, as required, or under authorized work orders.

Services that may be performed as an element of this Agreement may include but are not limited to the following.

- Administer project records and coordinate with the CSNW project team.
- Provide emergency support services on an “as requested” basis for the duration of the contract.
- Operator training for hardware and software upgrades.
- Remote system access and on-site support for troubleshooting, configuration changes, and answering operator questions.
- Regular monitoring of the SCADA system’s health (hardware, software, network performance).
- Identify and troubleshoot issues.
- Perform regular security assessments.
- Implement and maintain cybersecurity measures.
- Respond promptly to reported SCADA system failures.
- Diagnose and repair hardware or software faults.
- Provide replacement parts as needed.

CSNW will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City of Richland or others in relation to this Scope of Work.

EXHIBIT C



CONTROL SYSTEMS NW LLC
 22722 29th Drive SE, Suite 210, Bothell, WA 98021
 888.621.6232 / controlsystemsnw.com / Tax ID# 84-1772095
 OR CCB# 228012 / OR Electrical CCB# 64915
 WA GC# CONTRSN786JE / ID GC# 5061277

Work Order
 In accordance with the City of Richland Agreement for the SCADA System Operations, Maintenance, and Support project dated _____, 2026, this is an authorization to engage in the work as described below. The work will be performed and invoiced using the terms and conditions listed in the original agreement, plus previous amendments.

Project Name: SI-03 2026 ON-Call SCADA & OT Cybersecurity Support					
Client Name	City of Richland		CSNW Project No.	C260092.01	
Client Project No.	SI-03		CSNW Project Manager	Clayton Anderson	
Client Project Manager	Jim Bridges		Date Developed	3/6/2026	
Project Location	Richland, WA		Expected Completion	12/31/2026	

Description of Work
 Provide On-call supervisory control and data acquisition (SCADA) support. Services can include: PLC and SCADA programming, troubleshooting, and SCADA support not specifically covered under any other tasks or projects. This included emergency callouts or assistance with operations and maintenance of the SCADA system. These services are considered Professional services and are non-taxable.
 Provide OT Cybersecurity Support. Services can include: managing network and security devices, maintaining spare hardware, performing OT backups, support reporting and audit logging, and providing monitoring and maintenance across the OT network. These services are considered IT services and are taxable.

Assumptions
 CSNW will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. No materials will be provided as part of Task 1. Materials can be provided as part of Task 2. Taxes will be collected for Task 2 labor and services only.
 These service totals are estimated and will be performed to the level of effort identified. Additional effort, if needed, will be mutually determined by CSNW and the City prior to CSNW performing increased services.

Fee Estimate

Description	Total Hours	Total Labor	Total Sub/Material	Total Expense	Total Cost
Classification					
Task 1 On-Call SCADA Support	88	\$ 19,512	\$ -	\$ 488	\$ 20,000
1.1 Perform SCADA On-Call Support	88	\$ 19,512	\$ -	\$ 488	\$ 20,000
Task 2 OT Cybersecurity Support	270	\$ 74,543	\$ 17,164	\$ 1,864	\$ 93,570
2.1 Provide OT Support - Labor	270	\$ 74,543	\$ -	\$ 1,864	\$ 76,407
2.2 Provide OT Support - Equipment and Software	-	\$ -	\$ 17,164	\$ -	\$ 17,164

SUBTOTAL	358	\$ 94,055	\$ 17,164	\$ 2,351	\$ 113,570.53
WSST RATE 8.8%					\$ 8,234.19
PROJECT TOTAL	358	\$ 94,055	\$ 17,164	\$ 2,351	\$ 121,804.72

By signing here, the signing individual warrants and represents that they have the full authority to enter into this Work Order on behalf of Client and authorizes CSNW to proceed with the work as identified herein. By signing, Client acknowledges and agrees that this Work Order is valid for 30 days and may be amended to include cost increases due to any unforeseen duties, freight, tariffs, supplier pricing changes, surcharges, exchange rate fluctuations, or any other market increases, which Client shall pay pursuant to the terms and conditions identified above. CSNW may also assess storage and shipping fees if Client does not accept delivery within 90 days of product delivery.

EXHIBIT D		
CONTROL SYSTEMS NW LLC		
2026 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$182	\$/hr
Professional II	\$199	\$/hr
Professional III	\$222	\$/hr
Professional IV	\$243	\$/hr
Professional V	\$259	\$/hr
Professional VI	\$280	\$/hr
Professional VII	\$306	\$/hr
Professional VIII	\$333	\$/hr
Professional IX	\$336	\$/hr
Control Specialist I	\$182	\$/hr
Control Specialist II	\$199	\$/hr
Control Specialist III	\$222	\$/hr
Control Specialist IV	\$243	\$/hr
Control Specialist V	\$259	\$/hr
Control Specialist VI	\$280	\$/hr
Control Specialist VII	\$306	\$/hr
Control Specialist VIII	\$333	\$/hr
Control Specialist IX	\$336	\$/hr
Control Technician I	\$139	\$/hr
Control Technician II	\$154	\$/hr
Control Technician III	\$178	\$/hr
Control Technician IV	\$189	\$/hr
Control Technician V	\$206	\$/hr
Control Technician VI	\$226	\$/hr
Control Technician VII	\$245	\$/hr
Control Technician VIII	\$257	\$/hr
Technician I	\$139	\$/hr
Technician II	\$154	\$/hr
Technician III	\$178	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$206	\$/hr
Technician VI	\$226	\$/hr
Technician VII	\$245	\$/hr
Technician VIII	\$257	\$/hr
Administrative I	\$94	\$/hr
Administrative II	\$109	\$/hr
Administrative III	\$129	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$180	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.725	price per mile (or Current IRS Rate)
Subconsultants/Subcontractors	15%	Cost +
Materials/Equipment	15%	Cost +

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 5/5/2026

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2026-67, Awarding a Construction Contract to Granite Construction Company for the 2025 Overlay Project

Department/Office

Public Works

Ordinance/Resolution Number

2026-67

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2026-67, authorizing the City Manager to sign and execute a construction contract with Granite Construction Company for the 2025 Overlay Project.

Summary

The 2025-2030 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program") and the Water Distribution System Repairs and Replacements (WDSRR) project, which includes water system repairs. It is cost-effective to perform WDSRR work when executing the Program to avoid future pavement cutting in newly resurfaced pavements. WDSRR replaces valves, pipelines and meters to maintain distribution system reliability and efficiency.

The Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City's street surfaces, and the 2025 Overlay Project implements one such pavement surfacing treatment. All project development and design work required to advance the 2025 Overlay Project to construction has been completed. Bids were solicited in accordance with the City's purchasing policies, with three (3) bids received and opened on April 23, 2026. Granite Construction Company submitted the lowest responsible bid. The City's best interests are served by completing the 2025 Overlay Project in accordance with the Capital Improvement Plan, project design, and lowest responsible bid.

Staff recommends adoption of Resolution No. 2026-67.

Fiscal Impact

The 2025 Capital Improvement Plan has a remaining capacity of approximately \$2,756,425 for the Pavement Preservation Program (PPP), and a remaining capacity of approximately \$1,754,400 for the Water Distribution System Repair and Replacement Program (WDSRR). These budget amounts allow for the full funding of the 2025 Overlay Project, which is estimated at \$2,927,112.88, including construction, contingency and construction management. Of the project total, at least \$754,460 will be funded by WDSRR and the remaining will be funded by PPP.

Attachments

1. Resolution No. 2026-67
2. Bid-Tab for 2025 Residential Overlay - ITB#26-0032

RESOLUTION NO. 2026-67

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO GRANITE
CONSTRUCTION COMPANY FOR THE 2025 OVERLAY
PROJECT.**

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the “Program”) and the Water Distribution System Repairs and Replacements (WDSRR) project, which includes the water system repairs; and

WHEREAS, it is cost effective to perform WDSSR work when executing the Program to avoid future pavement cutting in newly resurfaced pavements; and

WHEREAS, WDSRR replaces valves, pipelines and meters to maintain distribution system reliability and efficiency; and

WHEREAS, the Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City’s street surfaces, and the 2025 Overlay Project (the “Project”) implements one such pavement surfacing treatment; and

WHEREAS, all project development and design work required to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with three (3) bids received and opened on April 23, 2026; and

WHEREAS, Granite Construction Company submitted the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Granite Construction Company in the amount of \$2,570,014.98 for the 2025 Overlay Project, and to execute change orders in an aggregate amount not to exceed \$357,097.90 as needed to fulfill the Project’s intent.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of May, 2026.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION COMPANY PASCO, WA		CENTRAL WASHINGTON ASPHALT, INC MOSES LAKE, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A1	MOBILIZATION	1.00	LS	\$115,000.00	115,000.00	67,000.00	67,000.00	275,000.00	275,000.00
A2	SPCC PLAN	1.00	LS	500.00	500.00	500.00	500.00	2,000.00	2,000.00
A3	ROADWAY SURVEYING	1.00	LS	20,000.00	20,000.00	30,000.00	30,000.00	30,000.00	30,000.00
A4	ADA FEATURES SURVEYING	1.00	LS	8,900.00	8,900.00	22,000.00	22,000.00	22,000.00	22,000.00
A5	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	140,000.00	140,000.00	273,000.00	273,000.00	280,000.00	280,000.00
A6	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	30.00	DAY	300.00	9,000.00	152.00	4,560.00	201.00	6,030.00
A7	RECORD DRAWINGS (MIN BID \$500)	1.00	LS	500.00	500.00	1,000.00	1,000.00	500.00	500.00
A8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	30,000.00	30,000.00	5,000.00	5,000.00	41,500.00	41,500.00
A9	REMOVING PLASTIC LINE	59.00	LF	20.00	1,180.00	13.00	767.00	14.00	826.00
A10	REMOVING PLASTIC CROSSWALK LINE	608.00	SF	10.00	6,080.00	4.30	2,614.40	4.50	2,736.00
A11	CLEARING AND GRUBBING	1.00	LS	10,000.00	10,000.00	5,000.00	5,000.00	30,000.00	30,000.00
A12	SITE RESTORATION	1.00	LS	20,000.00	20,000.00	16,000.00	16,000.00	15,000.00	15,000.00
A13	APPRENTICESHIP INCENTIVE	1.00	LS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
A14	APPRENTICESHIP PENALTY	1.00	CALC	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)	(2,000.00)
A15	EROSION CONTROL AND WATER POLLUTION PREVENTION	1.00	LS	5,000.00	5,000.00	2,500.00	2,500.00	5,000.00	5,000.00
A16	PLANING BITUMINOUS PAVEMENT (GUTTER GRIND)	16,325.00	SY	4.00	65,300.00	4.85	79,176.25	10.00	163,250.00
A17	ROADWAY EXCAVATION INCL. HAUL (INCL. HMA)	545.00	CY	35.00	19,075.00	53.00	28,885.00	55.00	29,975.00
A18	CRUSHED SURFACING TOP COURSE (2")	204.00	TON	55.00	11,220.00	51.00	10,404.00	85.00	17,340.00
A19	CRUSHED SURFACING BASE COURSE (5")	540.00	TON	35.00	18,900.00	35.00	18,900.00	45.00	24,300.00
A20	RECYCLED ROADWAY FOR BASE COURSE (3")	166.00	CY	40.00	6,640.00	50.00	8,300.00	48.00	7,968.00
A21	CRACK SEALING	10.00	TON	3,000.00	30,000.00	4,600.00	46,000.00	4,500.00	45,000.00
A22	HMA FOR PRELEVELING CL 3/8 IN. PG 64-28 (1/2 IN. THICK)	1,023.00	TON	95.00	97,185.00	128.00	130,944.00	135.00	138,105.00
A23	HMA FOR PRELEVELING CL 1/2 IN. PG 64-28 (1/2 IN. THICK)	212.00	TON	95.00	20,140.00	120.00	25,440.00	125.00	26,500.00
A24	HMA CL. 3/8 IN. PG 64-28 OVERLAY (1 1/2" IN. THICK)	3,069.00	TON	105.00	322,245.00	128.00	392,832.00	105.00	322,245.00
A25	HMA CL. 1/2 IN. PG 64-28 OVERLAY (1 1/2" IN. THICK)	636.00	TON	105.00	66,780.00	120.00	76,320.00	110.00	69,960.00
A26	HMA CL. 1/2 IN. PG 64-28 (4" IN. THICK)	420.00	TON	105.00	44,100.00	135.00	56,700.00	105.00	44,100.00
A27	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A28	COMPACTION PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A29	ASPHALT COST PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A30	TEMPORARY PAVEMENT MARKINGS - SHORT DURATION	6,983.00	LF	0.50	3,491.50	0.61	4,259.63	0.61	4,259.63

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION COMPANY PASCO, WA		CENTRAL WASHINGTON ASPHALT, INC MOSES LAKE, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A31	PLASTIC STOP LINE	40.00	LF	20.00	800.00	20.25	810.00	21.00	840.00
A32	PLASTIC LINE (4")	6,151.00	LF	10.00	61,510.00	1.35	8,303.85	1.25	7,688.75
A33	PLASTIC WIDE LANE LINE (8")	2,126.00	LF	20.00	42,520.00	2.25	4,783.50	2.15	4,570.90
A34	PLASTIC CROSSWALK LINE	976.00	SF	15.00	14,640.00	10.15	9,906.40	10.50	10,248.00
A35	PLASTIC TRAFFIC ARROW (PREFORMED)	8.00	EA	250.00	2,000.00	193.00	1,544.00	8.50	68.00
A36	PLASTIC BICYCLE LANE SYMBOL (PREFORMED)	6.00	EA	250.00	1,500.00	285.00	1,710.00	297.00	1,782.00
A37	PLASTIC SHARED MARKING SYMBOL (PREFORMED)	3.00	EA	300.00	900.00	305.00	915.00	318.00	954.00
A38	PERMANENT SIGNING	1.00	LS	10,000.00	10,000.00	9,000.00	9,000.00	9,000.00	9,000.00
A39	CEMENT CONCRETE STAIRCASE	1.00	EA	2,000.00	2,000.00	2,000.00	2,000.00	15,000.00	15,000.00
A40	CEMENT CONCRETE TRAFFIC CURB & GUTTER	850.00	LF	60.00	51,000.00	42.00	35,700.00	65.00	55,250.00
A41	CEMENT CONCRETE VALLEY GUTTER	14.00	LF	100.00	1,400.00	47.00	658.00	550.00	7,700.00
A42	CEMENT CONCRETE TRAFFIC CURB	48.00	LF	45.00	2,160.00	45.00	2,160.00	150.00	7,200.00
A43	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	460.00	SY	80.00	36,800.00	120.65	55,499.00	150.00	69,000.00
A44	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	976.00	SY	95.00	92,720.00	208.75	203,740.00	155.00	151,280.00
A45	DETECTABLE WARNING SURFACE	900.00	SF	35.00	31,500.00	28.00	25,200.00	32.00	28,800.00
A46	CEMENT CONCRETE SIDEWALK OR PRIVATE DRIVEWAY ENTRANCE, TYPE 1 (4" CONCRETE)	85.00	SY	100.00	8,500.00	160.00	13,600.00	170.00	14,450.00
A47	SAWCUTTING CEMENT CONC. CURB	1,306.00	LF	15.00	19,590.00	4.00	5,224.00	4.25	5,550.50
A48	CEMENT CONCRETE PEDESTRIAN CURB, 6 IN. TO 12 IN. HIGH	150.00	LF	40.00	6,000.00	31.00	4,650.00	24.00	3,600.00
A49	CEMENT CONC. WALL, 2.0 FT. HIGH	178.00	SF	60.00	10,680.00	42.00	7,476.00	71.00	12,638.00
A50	DRIVEWAY ASPHALT PATCHING (2 IN. HMA AND 4 IN. CSTC)	99.00	SY	70.00	6,930.00	55.00	5,445.00	127.00	12,573.00
A51	ASPHALT PATCHING (2 IN. HMA AND 4 IN. CSTC)	141.00	SY	65.00	9,165.00	56.00	7,896.00	127.00	17,907.00
A52	PAVEMENT REPAIR EXCAVATION INCL. HAUL	138.00	SY	80.00	11,040.00	20.00	2,760.00	87.00	12,006.00
A53	ADJUST MONUMENT CASE AND COVER	14.00	EA	400.00	5,600.00	525.00	7,350.00	795.00	11,130.00
A54	ADJUST OTHER CASTINGS (INCL. J-BOX)	1.00	EA	600.00	600.00	205.00	205.00	795.00	795.00
A55	ADJUST VALVE BOX	60.00	EA	350.00	21,000.00	700.00	42,000.00	795.00	47,700.00
A56	ADJUST MANHOLE LID (STORM, SEWER, WATER)	32.00	EA	350.00	11,200.00	790.00	25,280.00	1,000.00	32,000.00
A57	REPLACE CATCH BASIN FRAME AND GRATE	3.00	EA	500.00	1,500.00	205.00	615.00	1,450.00	4,350.00
A58	SHOULDER FINISHING	0.25	MILE	15,000.00	3,750.00	23,000.00	5,750.00	34,000.00	8,500.00
SCHEDULE A - BASE BID SUBTOTAL					\$1,538,244.50		\$1,798,286.03		\$2,156,178.78
0% SALES TAX					-		-		-
SCHEDULE A - BASE BID TOTAL					\$1,538,244.50		\$1,798,286.03		\$2,156,178.78

				ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION COMPANY PASCO, WA		CENTRAL WASHINGTON ASPHALT, INC MOSES LAKE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE B - WATER									
B1	MOBILIZATION (THIS SCHEDULE ONLY)	1.00	LF	\$45,000.00	45,000.00	3,500.00	3,500.00	1,250.00	1,250.00
B2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	EA	15,000.00	15,000.00	5,000.00	5,000.00	39,744.47	39,744.47
B3	SITE RESTORATION	1.00	LS	25,000.00	25,000.00	40,000.00	40,000.00	16,000.00	16,000.00
B4	ASPHALT PATCHING (2"HMA, 4" CSTC)	739.00	SY	65.00	48,035.00	82.25	60,782.75	99.00	73,161.00
B5	TRENCH SAFETY	2,601.00	LF	1.50	3,901.50	1.25	3,251.25	5.00	13,005.00
B6	IMPORTED PIPE ZONE BEDDING	2,601.00	LF	1.25	3,251.25	3.25	8,453.25	0.50	1,300.50
B7	IMPORTED PIPE TRENCH BACKFILL	2,601.00	LF	12.00	31,212.00	5.25	13,655.25	20.00	52,020.00
B8	UTILITY CROSSINGS MARKED AND UNMARKED	15.00	EA	150.00	2,250.00	315.00	4,725.00	650.00	9,750.00
B9	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	274.00	SY	80.00	21,920.00	142.00	38,908.00	165.00	45,210.00
B10	CEMENT CONCRETE DRIVEWAY (4" CONCRETE)	20.00	SY	95.00	1,900.00	158.00	3,160.00	213.00	4,260.00
B11	8" X 8" TEE (MJ X FL)	1.00	EA	1,400.00	1,400.00	1,770.00	1,770.00	1,600.00	1,600.00
B12	8" X 8" CROSS	2.00	EA	1,500.00	3,000.00	2,100.00	4,200.00	1,900.00	3,800.00
B13	GATE VALVE 6 IN. (FL X RJ)	2.00	EA	2,500.00	5,000.00	2,500.00	5,000.00	2,500.00	5,000.00
B14	GATE VALVE 8 IN. (FL X MJ)	6.00	EA	3,000.00	18,000.00	2,065.00	12,390.00	2,900.00	17,400.00
B15	THRUST BLOCK	2.00	EA	500.00	1,000.00	215.00	430.00	625.00	1,250.00
B16	8 IN. COUPLING	10.00	EA	500.00	5,000.00	480.00	4,800.00	535.00	5,350.00
B17	PIPE REPAIR BAND	65.00	EA	1,100.00	71,500.00	310.00	20,150.00	565.00	36,725.00
B18	FIRE HYDRANT ASSEMBLY INCL. THRUST BLOCK	2.00	EA	7,500.00	15,000.00	9,600.00	19,200.00	9,400.00	18,800.00
B19	DUCTILE IRON PIPE (6 IN.)	30.00	LF	120.00	3,600.00	82.00	2,460.00	120.00	3,600.00
B20	1 IN. STREET SERVICE ASSEMBLY (6 IN. MAIN)	11.00	EA	750.00	8,250.00	1,520.00	16,720.00	1,050.00	11,550.00
B21	1 IN. STREET SERVICE ASSEMBLY (8IN. MAIN)	54.00	EA	800.00	43,200.00	1,550.00	83,700.00	1,080.00	58,320.00
B22	1 IN. HOUSE SERVICE LINE (PEX PIPE)	372.00	LF	40.00	14,880.00	43.00	15,996.00	44.00	16,368.00
B23	1 IN. WATER SERVICE LINE (PEX PIPE)	1,614.00	LF	35.00	56,490.00	57.00	91,998.00	105.00	169,470.00
B24	1 IN. WATER METER ASSEMBLY	60.00	EA	1,050.00	63,000.00	1,925.00	115,500.00	1,000.00	60,000.00
B25	2 IN. HOUSE SERVICE LINE (PEX PIPE)	332.00	LF	50.00	16,600.00	53.50	17,762.00	52.00	17,264.00
B26	2 IN. WATER SERVICE LINE (PEX PIPE)	283.00	LF	52.00	14,716.00	73.00	20,659.00	115.00	32,545.00
B27	2 IN. WATER METER ASSEMBLY	5.00	EA	1,750.00	8,750.00	2,700.00	13,500.00	1,650.00	8,250.00
B28	IRRIGATION RECONNECTION ASSEMBLY	50.00	EA	750.00	37,500.00	970.00	48,500.00	315.00	15,750.00
B29	HYDRANT REMOVAL	2.00	EA	1,000.00	2,000.00	940.00	1,880.00	1,550.00	3,100.00
B30	REMOVE EXISTING WATER METER BOX	65.00	EA	150.00	9,750.00	190.00	12,350.00	150.00	9,750.00
B31	REMOVE EXISTING VALVE BOX	8.00	EA	300.00	2,400.00	190.00	1,520.00	165.00	1,320.00
B32	REMOVE EXISTING GATE VALVE	8.00	EA	500.00	4,000.00	190.00	1,520.00	165.00	1,320.00
SCHEDULE B - WATER SUBTOTAL					\$602,505.75	\$693,440.50	\$754,232.97		
8.8% SALES TAX					53,020.51	61,022.76	66,372.50		
SCHEDULE B - WATER TOTAL					\$655,526.26	\$754,463.26	\$820,605.47		

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION COMPANY PASCO, WA		CENTRAL WASHINGTON ASPHALT, INC MOSES LAKE, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE C - ELECTRICAL									
C1	POWER CONDUIT (2")	105.00	LF	\$11.00	1,155.00	20.00	2,100.00	19.00	1,995.00
C2	TRENCH EXCAVATION & BACKFILL (3' X 36" COMMON TRENCH)	105.00	LF	25.00	2,625.00	36.00	3,780.00	37.00	3,885.00
C3	IMPORTED PIPE ZONE BEDDING	105.00	LF	15.00	1,575.00	10.00	1,050.00	2.25	236.25
C4	PATCHING FOR POWER CONDUIT (4" HMA/8" ROCK)	32.00	SY	150.00	4,800.00	120.60	3,859.20	250.00	8,000.00
C5	POWER CONDUIT CAP (2")	8.00	EA	25.00	200.00	35.00	280.00	34.00	272.00
C6	J-BOX FOR STREETLIGHT	4.00	EA	900.00	3,600.00	1,200.00	4,800.00	1,050.00	4,200.00
SCHEDULE C - ELECTRICAL SUBTOTAL					\$13,955.00		\$15,869.20		\$18,588.25
8.8% SALES TAX					1,228.04		1,396.49		1,635.77
SCHEDULE C - ELECTRICAL TOTAL					\$15,183.04		\$17,265.69		\$20,224.02
SCHEDULE A - BASE BID					\$1,538,244.50		\$1,798,286.03		\$2,156,178.78
SCHEDULE B - WATER					655,526.26		754,463.26		820,605.47
SCHEDULE C - ELECTRICAL					15,183.04		17,265.69		20,224.02
GRAND TOTAL					\$2,208,953.80		\$2,570,014.98		\$2,997,008.27

Item	Description	Qty	Unit	INLAND ASPHALT COMPANY RICHLAND, WA		PASCO, WA		Unit Price	Total Price
				Unit Price	Total Price	Unit Price	Total Price		
SCHEDULE A - BASE BID									
A1	MOBILIZATION	1.00	LS	250,000.00	250,000.00		-		-
A2	SPCC PLAN	1.00	LS	500.00	500.00		-		-
A3	ROADWAY SURVEYING	1.00	LS	17,000.00	17,000.00		-		-
A4	ADA FEATURES SURVEYING	1.00	LS	40,000.00	40,000.00		-		-
A5	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	340,000.00	340,000.00		-		-
A6	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	30.00	DAY	155.00	4,650.00		-		-
A7	RECORD DRAWINGS (MIN BID \$500)	1.00	LS	1,030.00	1,030.00		-		-
A8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	385,000.00	385,000.00		-		-
A9	REMOVING PLASTIC LINE	59.00	LF	13.40	790.60		-		-
A10	REMOVING PLASTIC CROSSWALK LINE	608.00	SF	4.50	2,736.00		-		-
A11	CLEARING AND GRUBBING	1.00	LS	20,000.00	20,000.00		-		-
A12	SITE RESTORATION	1.00	LS	107,000.00	107,000.00		-		-
A13	APPRENTICESHIP INCENTIVE	1.00	LS	2,000.00	2,000.00		-		-
A14	APPRENTICESHIP PENALTY	1.00	CALC	(2,000.00)	(2,000.00)		-		-
A15	EROSION CONTROL AND WATER POLLUTION PREVENTION	1.00	LS	7,500.00	7,500.00		-		-
A16	PLANING BITUMINOUS PAVEMENT (GUTTER GRIND)	16,325.00	SY	3.50	57,137.50		-		-
A17	ROADWAY EXCAVATION INCL. HAUL (INCL. HMA)	545.00	CY	65.00	35,425.00		-		-
A18	CRUSHED SURFACING TOP COURSE (2")	204.00	TON	47.00	9,588.00		-		-
A19	CRUSHED SURFACING BASE COURSE (5")	540.00	TON	35.00	18,900.00		-		-
A20	RECYCLED ROADWAY FOR BASE COURSE (3")	166.00	CY	39.00	6,474.00		-		-
A21	CRACK SEALING	10.00	TON	4,635.00	46,350.00		-		-
A22	HMA FOR PRELEVELING CL 3/8 IN. PG 64-28 (1/2 IN. THICK)	1,023.00	TON	120.00	122,760.00		-		-
A23	HMA FOR PRELEVELING CL 1/2 IN. PG 64-28 (1/2 IN. THICK)	212.00	TON	120.00	25,440.00		-		-
A24	HMA CL. 3/8 IN. PG 64-28 OVERLAY (1 1/2" IN. THICK)	3,069.00	TON	110.00	337,590.00		-		-
A25	HMA CL. 1/2 IN. PG 64-28 OVERLAY (1 1/2" IN. THICK)	636.00	TON	117.00	74,412.00		-		-
A26	HMA CL. 1/2 IN. PG 64-28 (4" IN. THICK)	420.00	TON	130.00	54,600.00		-		-
A27	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00	CALC	1.00	1.00		-		-
A28	COMPACTION PRICE ADJUSTMENT	1.00	CALC	1.00	1.00		-		-
A29	ASPHALT COST PRICE ADJUSTMENT	1.00	CALC	1.00	1.00		-		-
A30	TEMPORARY PAVEMENT MARKINGS - SHORT DURATION	6,983.00	LF	0.62	4,329.46		-		-

				INLAND ASPHALT COMPANY RICHLAND, WA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A31	PLASTIC STOP LINE	40.00	LF	21.00	840.00		-		-
A32	PLASTIC LINE (4")	6,151.00	LF	1.35	8,303.85		-		-
A33	PLASTIC WIDE LANE LINE (8")	2,126.00	LF	2.30	4,889.80		-		-
A34	PLASTIC CROSSWALK LINE	976.00	SF	10.30	10,052.80		-		-
A35	PLASTIC TRAFFIC ARROW (PREFORMED)	8.00	EA	195.00	1,560.00		-		-
A36	PLASTIC BICYCLE LANE SYMBOL (PREFORMED)	6.00	EA	289.00	1,734.00		-		-
A37	PLASTIC SHARED MARKING SYMBOL (PREFORMED)	3.00	EA	309.00	927.00		-		-
A38	PERMANENT SIGNING	1.00	LS	8,755.00	8,755.00		-		-
A39	CEMENT CONCRETE STAIRCASE	1.00	EA	1,795.00	1,795.00		-		-
A40	CEMENT CONCRETE TRAFFIC CURB & GUTTER	850.00	LF	34.00	28,900.00		-		-
A41	CEMENT CONCRETE VALLEY GUTTER	14.00	LF	31.00	434.00		-		-
A42	CEMENT CONCRETE TRAFFIC CURB	48.00	LF	40.00	1,920.00		-		-
A43	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	460.00	SY	45.00	20,700.00		-		-
A44	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	976.00	SY	134.00	130,784.00		-		-
A45	DETECTABLE WARNING SURFACE	900.00	SF	28.00	25,200.00		-		-
A46	CEMENT CONCRETE SIDEWALK OR PRIVATE DRIVEWAY ENTRANCE, TYPE 1 (4" CONCRETE)	85.00	SY	85.00	7,225.00		-		-
A47	SAWCUTTING CEMENT CONC. CURB	1,306.00	LF	34.00	44,404.00		-		-
A48	CEMENT CONCRETE PEDESTRIAN CURB, 6 IN. TO 12 IN. HIGH	150.00	LF	27.00	4,050.00		-		-
A49	CEMENT CONC. WALL, 2.0 FT. HIGH	178.00	SF	33.00	5,874.00		-		-
A50	DRIVEWAY ASPHALT PATCHING (2 IN. HMA AND 4 IN. CSTC)	99.00	SY	49.00	4,851.00		-		-
A51	ASPHALT PATCHING (2 IN. HMA AND 4 IN. CSTC)	141.00	SY	42.00	5,922.00		-		-
A52	PAVEMENT REPAIR EXCAVATION INCL. HAUL	138.00	SY	82.00	11,316.00		-		-
A53	ADJUST MONUMENT CASE AND COVER	14.00	EA	750.00	10,500.00		-		-
A54	ADJUST OTHER CASTINGS (INCL. J-BOX)	1.00	EA	1,200.00	1,200.00		-		-
A55	ADJUST VALVE BOX	60.00	EA	750.00	45,000.00		-		-
A56	ADJUST MANHOLE LID (STORM, SEWER, WATER)	32.00	EA	850.00	27,200.00		-		-
A57	REPLACE CATCH BASIN FRAME AND GRATE	3.00	EA	850.00	2,550.00		-		-
A58	SHOULDER FINISHING	0.25	MILE	38,500.00	9,625.00		-		-
SCHEDULE A - BASE BID SUBTOTAL					\$2,395,728.01		\$0.00		\$0.00
0% SALES TAX					-		-		-
SCHEDULE A - BASE BID TOTAL					\$2,395,728.01		\$0.00		\$0.00

				INLAND ASPHALT COMPANY RICHLAND, WA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE B - WATER									
B1	MOBILIZATION (THIS SCHEDULE ONLY)	1.00	LF	3,760.00	3,760.00		-		-
B2	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	EA	34,000.00	34,000.00		-		-
B3	SITE RESTORATION	1.00	LS	12,000.00	12,000.00		-		-
B4	ASPHALT PATCHING (2"HMA, 4" CSTC)	739.00	SY	77.00	56,903.00		-		-
B5	TRENCH SAFETY	2,601.00	LF	2.60	6,762.60		-		-
B6	IMPORTED PIPE ZONE BEDDING	2,601.00	LF	9.30	24,189.30		-		-
B7	IMPORTED PIPE TRENCH BACKFILL	2,601.00	LF	33.00	85,833.00		-		-
B8	UTILITY CROSSINGS MARKED AND UNMARKED	15.00	EA	283.00	4,245.00		-		-
B9	CEMENT CONCRETE SIDEWALK (4" CONCRETE)	274.00	SY	66.00	18,084.00		-		-
B10	CEMENT CONCRETE DRIVEWAY (4" CONCRETE)	20.00	SY	82.00	1,640.00		-		-
B11	8" X 8" TEE (MJ X FL)	1.00	EA	3,300.00	3,300.00		-		-
B12	8" X 8" CROSS	2.00	EA	4,100.00	8,200.00		-		-
B13	GATE VALVE 6 IN. (FL X RJ)	2.00	EA	9,800.00	19,600.00		-		-
B14	GATE VALVE 8 IN. (FL X MJ)	6.00	EA	3,375.00	20,250.00		-		-
B15	THRUST BLOCK	2.00	EA	540.00	1,080.00		-		-
B16	8 IN. COUPLING	10.00	EA	810.00	8,100.00		-		-
B17	PIPE REPAIR BAND	65.00	EA	1,110.00	72,150.00		-		-
B18	FIRE HYDRANT ASSEMBLY INCL. THRUST BLOCK	2.00	EA	6,115.00	12,230.00		-		-
B19	DUCTILE IRON PIPE (6 IN.)	30.00	LF	100.00	3,000.00		-		-
B20	1 IN. STREET SERVICE ASSEMBLY (6 IN. MAIN)	11.00	EA	1,430.00	15,730.00		-		-
B21	1 IN. STREET SERVICE ASSEMBLY (8IN. MAIN)	54.00	EA	1,450.00	78,300.00		-		-
B22	1 IN. HOUSE SERVICE LINE (PEX PIPE)	372.00	LF	31.00	11,532.00		-		-
B23	1 IN. WATER SERVICE LINE (PEX PIPE)	1,614.00	LF	20.00	32,280.00		-		-
B24	1 IN. WATER METER ASSEMBLY	60.00	EA	1,750.00	105,000.00		-		-
B25	2 IN. HOUSE SERVICE LINE (PEX PIPE)	332.00	LF	38.00	12,616.00		-		-
B26	2 IN. WATER SERVICE LINE (PEX PIPE)	283.00	LF	30.00	8,490.00		-		-
B27	2 IN. WATER METER ASSEMBLY	5.00	EA	2,380.00	11,900.00		-		-
B28	IRRIGATION RECONNECTION ASSEMBLY	50.00	EA	975.00	48,750.00		-		-
B29	HYDRANT REMOVAL	2.00	EA	415.00	830.00		-		-
B30	REMOVE EXISTING WATER METER BOX	65.00	EA	285.00	18,525.00		-		-
B31	REMOVE EXISTING VALVE BOX	8.00	EA	310.00	2,480.00		-		-
B32	REMOVE EXISTING GATE VALVE	8.00	EA	567.00	4,536.00		-		-
SCHEDULE B - WATER SUBTOTAL					\$746,295.90		\$0.00		\$0.00
8.8% SALES TAX					65,674.04		-		-
SCHEDULE B - WATER TOTAL					\$811,969.94		\$0.00		\$0.00

				INLAND ASPHALT COMPANY RICHLAND, WA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE C - ELECTRICAL									
C1	POWER CONDUIT (2")	105.00	LF	18.50	1,942.50		-		-
C2	TRENCH EXCAVATION & BACKFILL (3' X 36" COMMON TRENCH)	105.00	LF	36.00	3,780.00		-		-
C3	IMPORTED PIPE ZONE BEDDING	105.00	LF	12.50	1,312.50		-		-
C4	PATCHING FOR POWER CONDUIT (4" HMA/8" ROCK)	32.00	SY	130.00	4,160.00		-		-
C5	POWER CONDUIT CAP (2")	8.00	EA	33.00	264.00		-		-
C6	J-BOX FOR STREETLIGHT	4.00	EA	1,030.00	4,120.00		-		-
SCHEDULE C - ELECTRICAL SUBTOTAL					\$15,579.00		\$0.00		\$0.00
8.8% SALES TAX					1,370.95		-		-
SCHEDULE C - ELECTRICAL TOTAL					\$16,949.95		\$0.00		\$0.00
SCHEDULE A - BASE BID					\$2,395,728.01		\$0.00		\$0.00
SCHEDULE B - WATER					811,969.94		0.00		0.00
SCHEDULE C - ELECTRICAL					16,949.95				
GRAND TOTAL					\$3,224,647.90		\$0.00		\$0.00



COUNCIL AGENDA ITEM STAFF REPORT

Meeting Date: 5/5/2026

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject

Appointment to the Board of Adjustment: Ken Buechler

Department/Office

City Clerk

Ordinance/Resolution Number

Document Type

General Business Item

Recommended Motion

Appoint Ken Buechler to Position No. 5 on the Board of Adjustment.

Summary

The term for Position No. 5 on the Board of Adjustment expired on March 31, 2026. Chair Justin Raffa did not seek reappointment.

Six (6) applications were received during the recruitment period. Vice-Chair Van Hoff and Staff Liaison Stevens reviewed all applications and invited four (4) candidates to interview. One (1) candidate withdrew from consideration, resulting in three (3) interviews. Following the interview process, Vice-Chair Van Hoff and Staff Liaison Stevens recommend Ken Buechler for appointment.

The term for Position No. 5 is five (5) years, effective upon appointment through March 31, 2031.

Candidate application information is on file in the City Clerk's Office.

Fiscal Impact

None.

Attachments

- I. Board of Adjustment Appointment Recommendation Memo

CITY OF RICHLAND
DEVELOPMENT SERVICES

625 Swift Boulevard, MS-2
Richland, WA 99352
(509) 942-7390



MEMORANDUM

TO: Jennifer Rogers, City Clerk

FROM: Shairra Rahseparian, Administrative Assistant II

DATE: April 27, 2026

SUBJECT: Board of Adjustment Vacancy

The term for the Board of Adjustment Position No. 5 expired on March 31, 2026.

During the recruitment period, a total of six (6) applications were received and reviewed. Vice-Chair Van Hoff and Planning Manager Stevens were present during the interview process. Applicant interviews were conducted on April 23, 2026.

The following candidate is recommended for appointment:

Position No. 5:

Vacated by: Justin Raffa

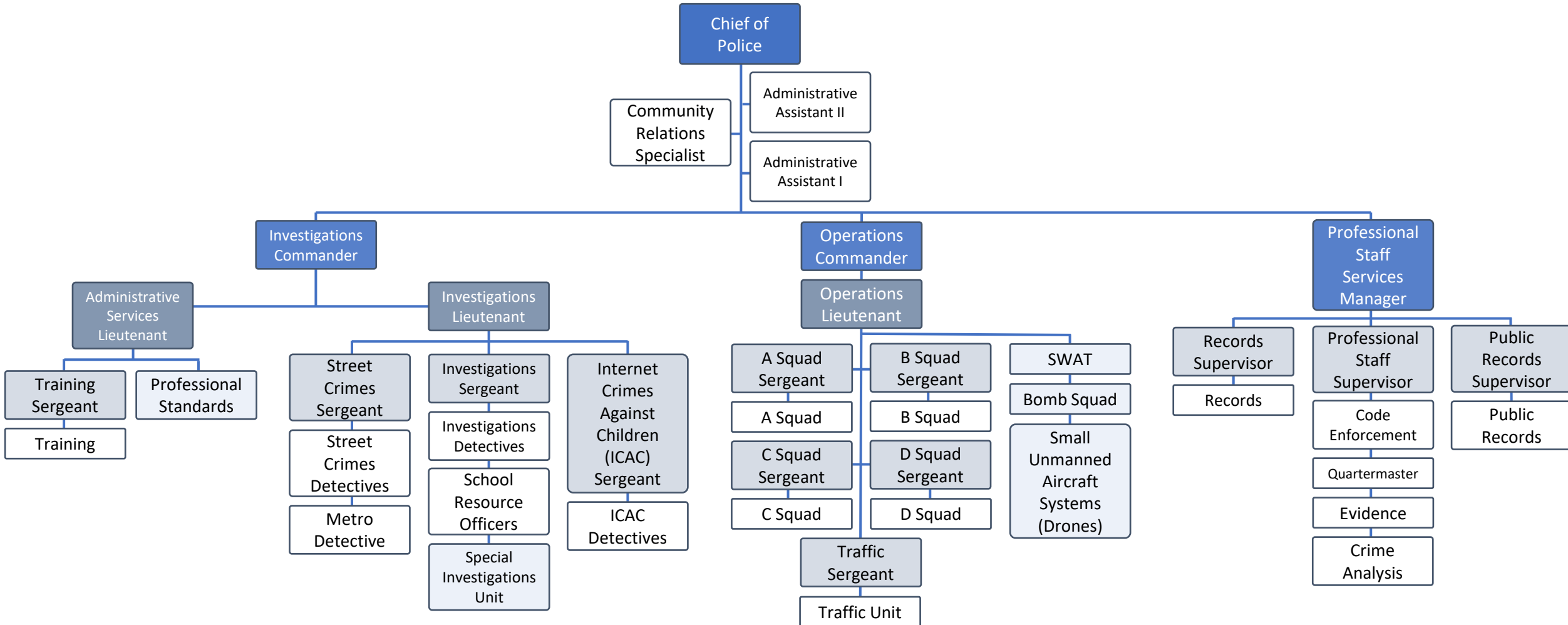
Selected Candidate: Ken Buechler



2025 POLICE SERVICES ANNUAL REPORT



2025 ORGANIZATIONAL CHART





2025 STAFFING

HIRING & SEPARATIONS | JANUARY 01, 2025 – DECEMBER 31, 2025

NEWHIRES

Police Officers 4 Entry Level
3 Laterals

SEPARATIONS

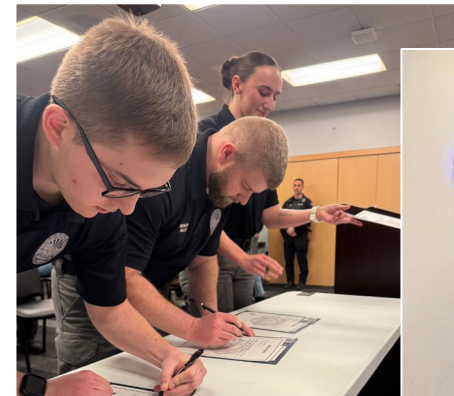
Police Officers 5 Police Officers

RETIREMENTS

Police Officers 2 Police Officers
Civilian Staff 1 Civilian Staff

PROMOTIONS

Command Staff 2 Lieutenants
3 Sergeants





CALLS FOR SERVICE

Calls for service source breakdown:
66.0% - phone
26.3% - proactivity
7.7% - other sources

Over 120 calls for service each day

AVERAGE CALLS	2024	2025	% CHANGE
Total calls for service	43,020	44,028	2.3%
Commissioned personnel	62	63	1.6%
Average calls per commissioned officer (annually)	693.9	698.9	0.7%
Average calls per commissioned officer (monthly)	57.8	58.2	0.7%

0.97
commissioned personnel per capita, remaining consistent since 2024

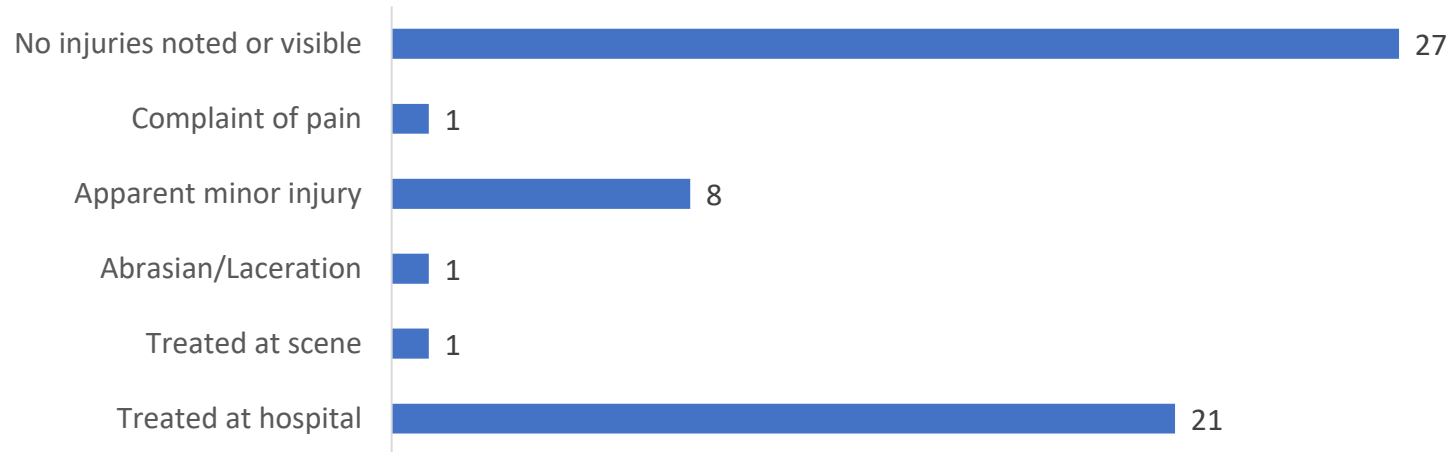
678.1 calls for service per capita
1.2% increase from 2024



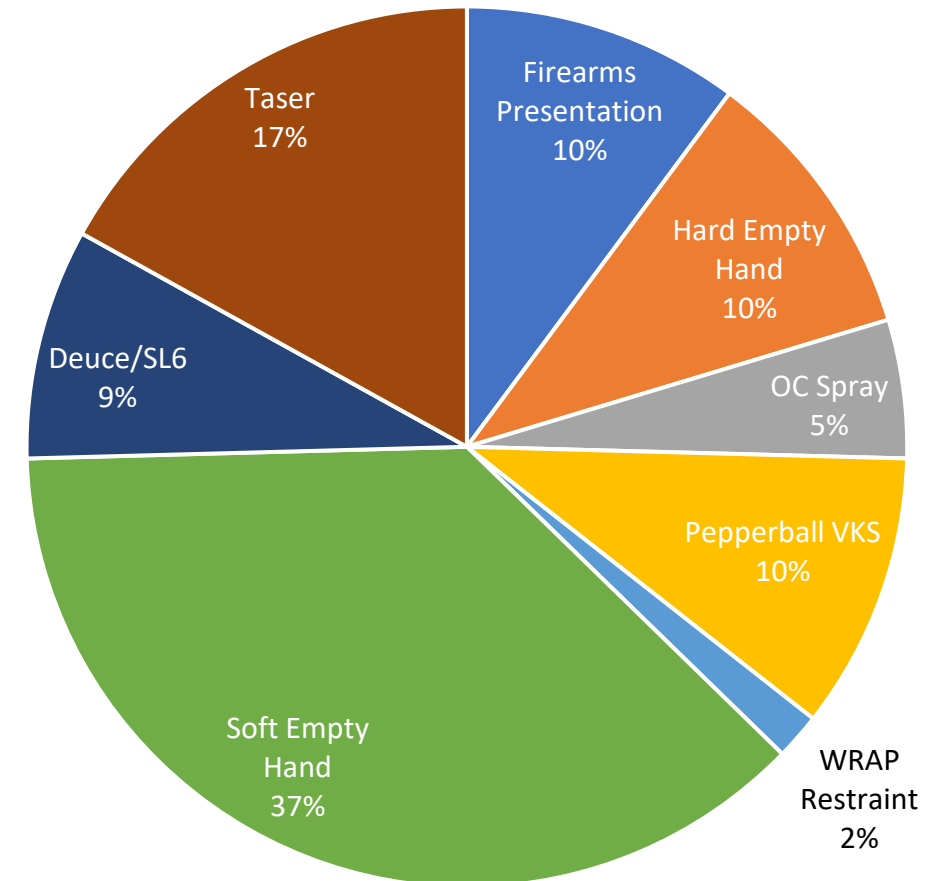


USE OF FORCE

INJURIES FROM USE OF FORCE



TYPES OF FORCE USED



There were **59** use of force incidents among **2,236** arrests in 2025, meaning approximately **2.6%** of police arrests resulted in showing a use of force.

There were 0 officer involved shootings.

Multiple uses of force may be used during the same incident if lesser ones are ineffective.



NIBRS OFFENSE SUMMARY

NIBRS DATA | JANUARY 01, 2025 – DECEMBER 31, 2025

VIOLENT OFFENSES	2024	2025	% CHANGE
Murder & Non-Negligent Manslaughter	1	0	-100.0%
Aggravated Assault	108	116	7.4%
Forcible Sex Offenses	83	65	-21.7%
Robbery	21	16	-23.8%

PROPERTY OFFENSES	2024	2025	% CHANGE
Burglary	154	170	10.4%
Larceny-theft	966	1,073	11.1%
Motor Vehicle Theft	187	121	-35.3%
Arson	8	0	-100.0%

ALL OTHER OFFENSES	2024	2025	% CHANGE
Simple Assault	567	623	9.9%
Intimidation	63	86	36.5%
Kidnapping	23	24	4.3%
Human Trafficking	0	0	0.0%
Extortion / Blackmail	6	13	116.7%
Counterfeiting / Forgery	26	11	-57.7%
Fraud	226	245	8.4%
Embezzlement	6	0	100.0%
Stolen Property Offenses	32	44	37.5%
Weapon Law Violations	56	52	-7.1%

ALL OTHER OFFENSES	2024	2025	% CHANGE
Destruction / Damage / Vandalism of Property	566	483	-14.7%
Drug / Narcotic Offenses	140	146	4.3%
Pornography / Obscene Material	19	16	-15.8%
Gambling Offenses	0	0	0.0%
Prostitution Offenses	1	2	100.0%
Violation of No Contact Order	156	234	50.0%
Bribery	0	0	0.0%
Animal Cruelty	2	2	0.0%

*NIBRS – The National Incident Based Reporting System is the national standard for law enforcement crime data reporting.



TRAFFIC ENFORCEMENT

Jurisdiction covers
43 square miles

3,236 traffic infractions
were written in 2025
33.9% of stops
resulted in infractions
being written

4.3% increase in
traffic infractions
written from 2024
to 2025

17.5% of infractions
were written as the
result of a collision
15.4% of criminal
traffic cases were
written as the result of
a collision

7,543 traffic stops
were conducted
6.5% of stops resulted
in criminal
citations/arrests

190 DUI arrests
accounting for
27.7% of total
criminal traffic
cases



MOST FREQUENT TRAFFIC VIOLATIONS WRITTEN

Speeding	1,327	45.6%
No Proof of Insurance	556	19.1%
Failure to Renew Expired Registration Within 2 Months	373	12.8%
Speeding in a School Zone	166	5.7%
No Valid Operator License With Identification	166	5.7%
Following Too Close	115	4.0%
Improper Lane Usage	90	3.1%
Modified Exhaust 1 st Offense	84	2.9%
Failure to Yield Right of Way	79	2.7%
Failure to Stop/Yield at Intersection	74	2.5%

**Multiple charges may be written on the same ticket. Percentage depicts count of type of violation out of total violations written.*

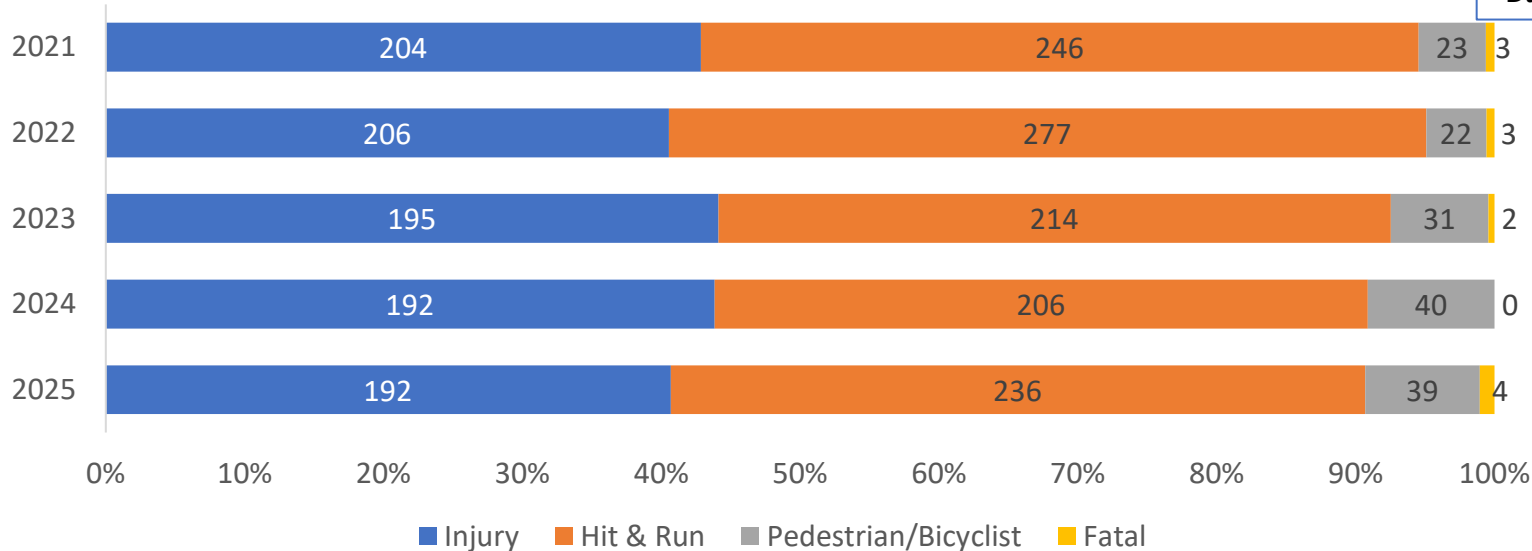


COLLISIONS

953 total collisions
7.6% increase from 2024

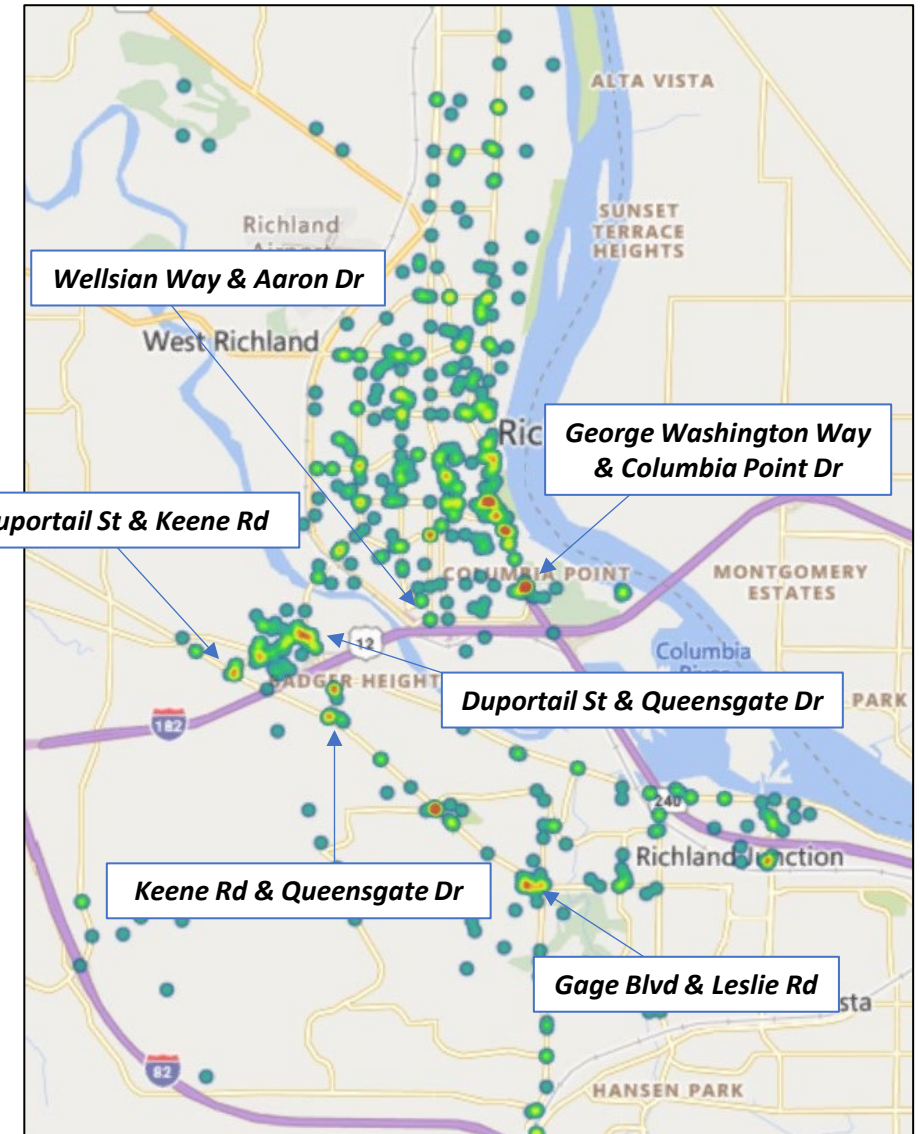
INTERSECTIONS WITH MOST CRASHES

Duportail Street / Queensgate Drive
Gage Boulevard / Leslie Road
George Washington Way / Columbia Point Drive
Keene Road / Queensgate Drive
Duportail Street / Keene Road
Wellsian Way / Aaron Drive



*Collision type will not add up to total collisions occurred.

**Collision type is count of collisions occurred and does not depict total injuries or fatalities from collisions.





OPERATIONS DIVISION

Patrol

Tri-Cities
Regional
SWAT

Small
Unmanned
Aerial
Systems

Bomb
Squad

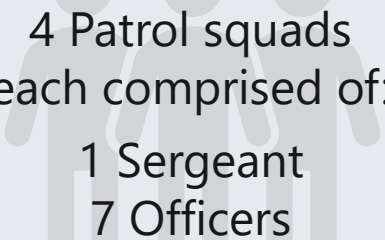
Traffic



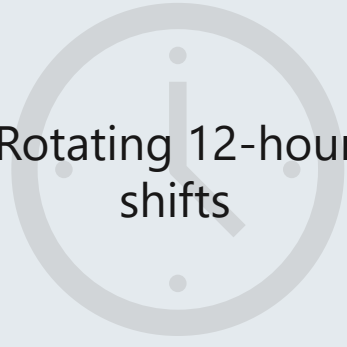
Chris Mason
Commander



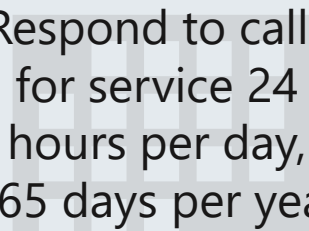
PATROL



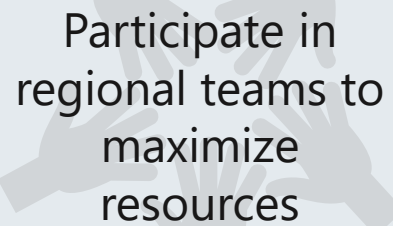
4 Patrol squads
each comprised of:
1 Sergeant
7 Officers




Rotating 12-hour
shifts



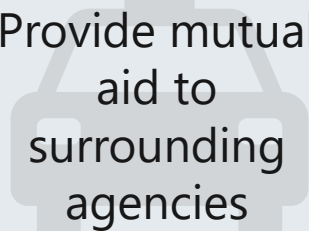
Respond to calls
for service 24
hours per day,
365 days per year



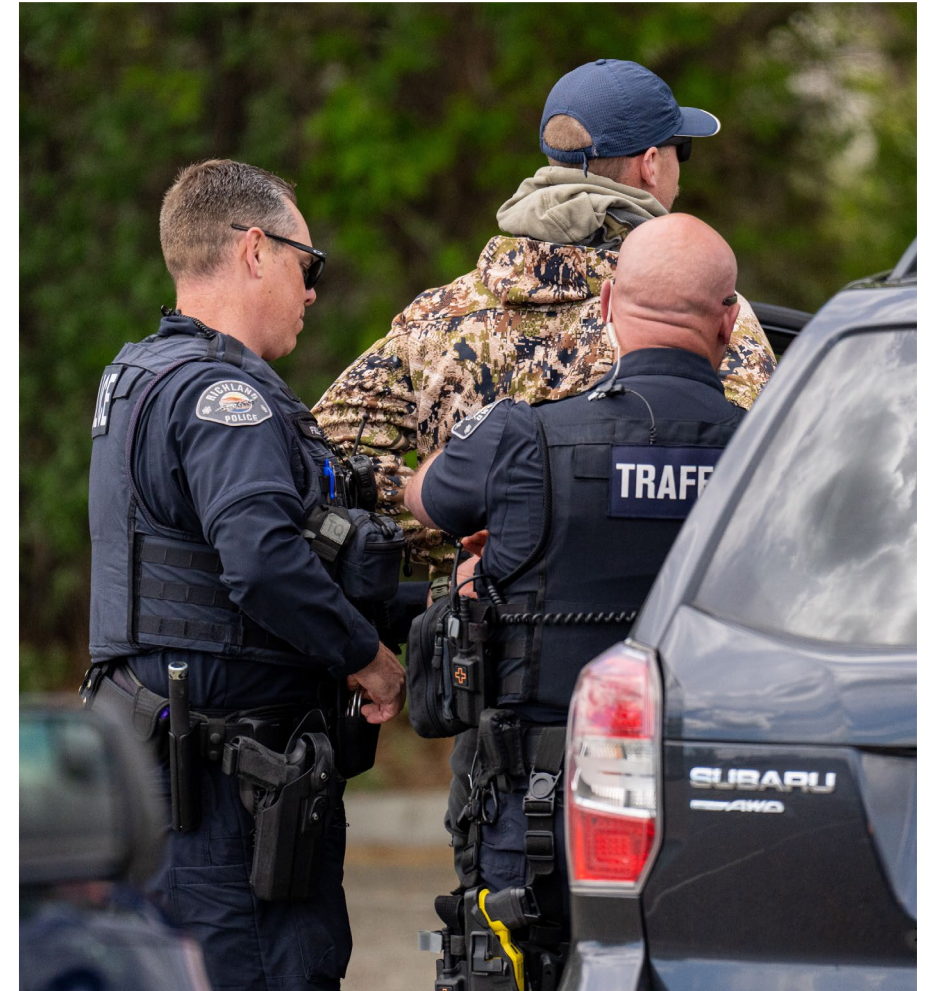
Participate in
regional teams to
maximize
resources



Jurisdiction
covers 43
square miles



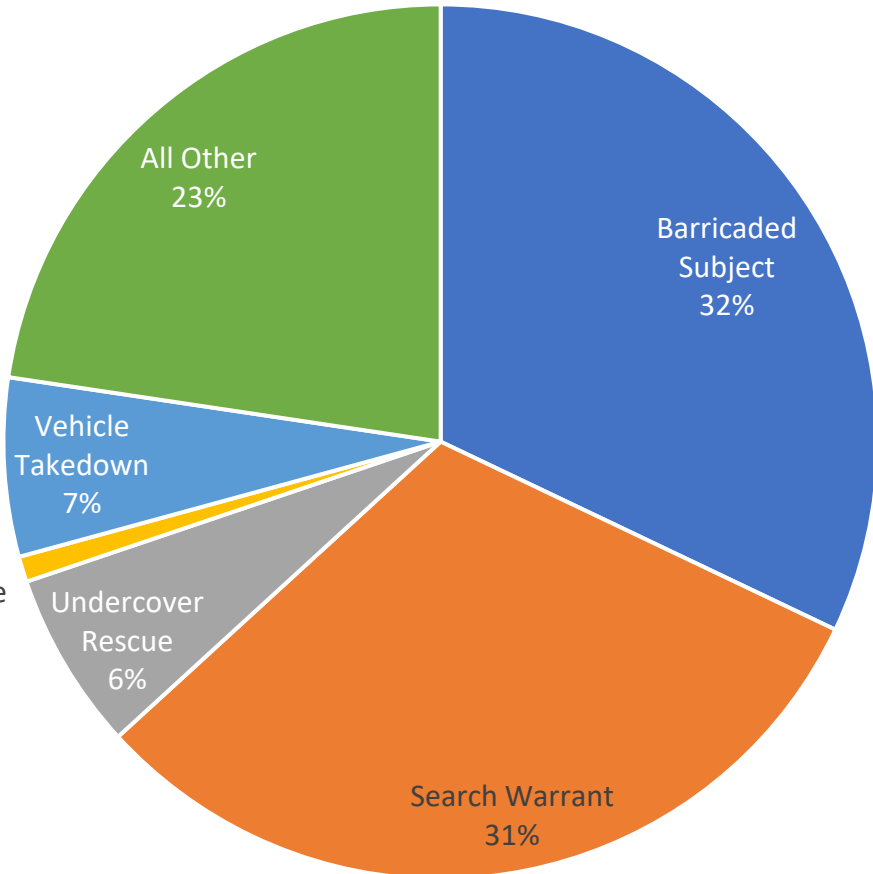
Provide mutual
aid to
surrounding
agencies



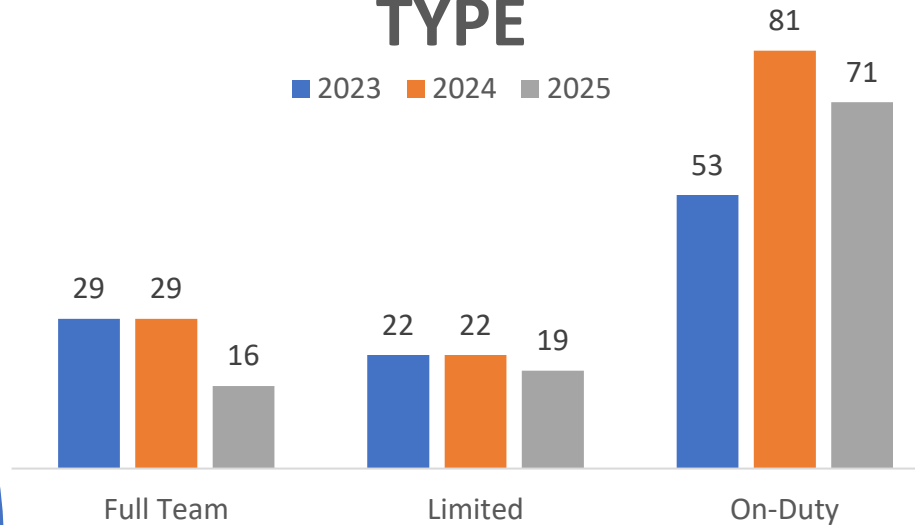


TRI-CITY REGIONAL SWAT

REASON FOR RESPONSE



TEAM RESPONSES BY TYPE



MISSION STATEMENT

Through unparalleled teamwork, integrity, and commitment, the Tri-City Regional SWAT Team provides resolution to pre-planned and on-going high-risk incidents with a reduced potential for injury and loss of life.



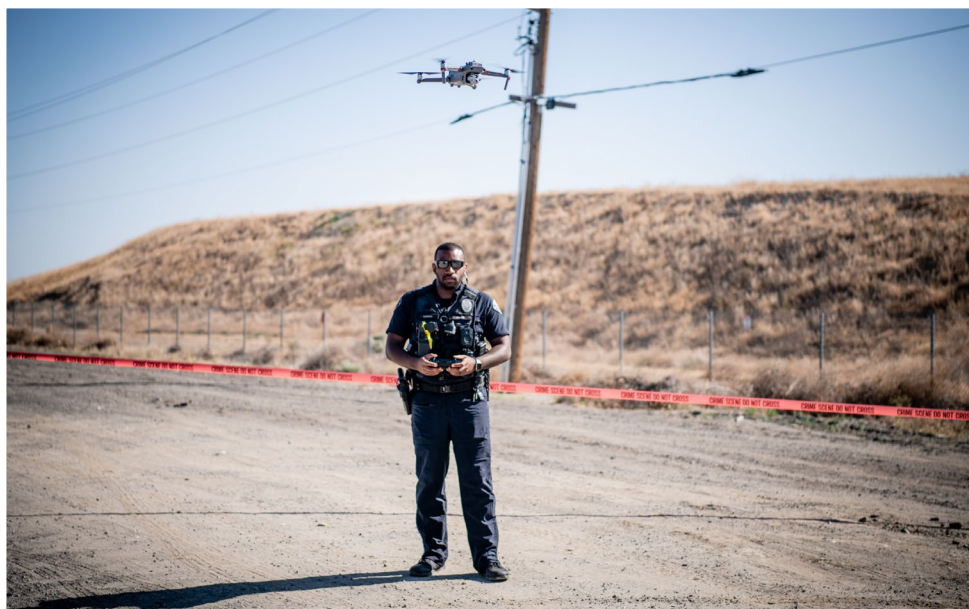


SMALL UNMANNED AERIAL SYSTEMS

The Richland Police Department utilizes drones as an additional tool to keep the community and officers safe. This new technology has proven both useful and successful in apprehending suspects and locating missing individuals.

1 Team Lead
8 Pilots

All pilots are commercially certified through the FAA to operate drones.



YEAR END STATS	2025
Flight hours	48
Training flight hours	14.28
Mission hours	33.72
Flights in support of training & missions	253
In-person training hours per pilot	32



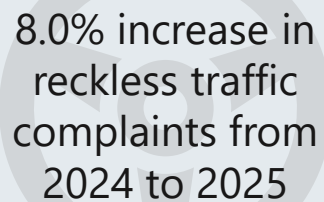
TRAFFIC UNIT



1 Traffic Sergeant
3 Traffic Officers

Traffic unit
accounted for 18.8%
of total traffic stops
conducted by
Richland Police
Officers in 2025

The Richland Traffic Safety unit was reinstated August 19, 2023, following a 3-year hiatus. The goal of the traffic unit is to reduce the number and severity of traffic collisions and reckless driving activity through 3 pillars of traffic safety: engineering, education, and enforcement.



8.0% increase in
reckless traffic
complaints from
2024 to 2025

1,348 infractions and
criminal citations were
written by traffic unit
(approx. 34.4%)
An average of 112 per
month





INVESTIGATIONS DIVISION

Criminal
Investigations

School
Resource
Officers

Special
Investigations
Unit

Street Crimes
Unit

SER-ICAC

Professional
Standards



Damon Jansen
Commander



CRIMINAL INVESTIGATIONS



1 Sergeant
5 Detectives

259 cases
assigned to
detectives for
investigation

75.6% clearance
rate for
assigned cases

183 Adult
Protective Service
referrals and
133 Child
Protective Service
referrals reviewed
by detectives

102 search
warrants written
350 interviews
conducted



NOTABLE SENTENCING:

In June of 2025, Antoine Surge was found guilty of Murder in the Second Degree by a Benton County jury, stemming from the 2023 homicide of Edree Thompson during a disturbance at the Columbia Park Apartments. Surge received a life sentence.



STREET CRIMES UNIT



PURPOSE

The core mission focuses on suspect apprehension and investigations, as well as collaborates with department teams, regional taskforces, neighboring agencies, and other community partners to provide apprehension assistance.

They enhance the safety of Richland citizens by investigating violent felony crime, which is often related to criminal gangs and illegal narcotics.

SCU works closely with the Benton County Sheriffs Office to keep track of sex offenders, act as the department liaison to Benton County's Recovery Court, they and house the department's gang expert.

CASES TO HIGHLIGHT:

- Investigated a robbery where 4 suspects assaulted and robbed the victim at gunpoint. One of the suspects had escaped from prison while serving time for murder. All 4 suspects were apprehended.
- Located and arrested two gang affiliated suspects who engaged in a gun battle on a residential street.
- Identified two suspects who shot into a vehicle in an apartment parking lot, resulting in the apprehension of both suspects.
- A large group of gang affiliated individuals were in a physical altercation in a city park, which led to a shooting. SCU identified the primary suspect and arrested him in Kennewick.



SCHOOL RESOURCE OFFICERS

Dispatched to
1,375 calls for
service

253 case reports
were completed
in association to
the school and/or
students

Richland has two School Resource Officers (SRO's) which are assigned to both high schools and provide services to elementary, middle, and alternative schools. They are members of the National School Resource Officers Association (NASRO) and focus on school-based policing efforts for Richland's school partners. Additional responsibilities include mentoring students, investigating crimes affecting the schools, following up on missing juveniles, and collaborating with community groups as it pertains to supporting students.

SROs provided
security for many
school events
including athletic
events, protests,
and awareness
walks

SROs provided
training to
school staff on
internet safety
and vaping
awareness



Officer Sandin
Richland High School



Officer Field
Hanford High School





INTERNET CRIMES AGAINST CHILDREN

TASKFORCE COMPRISED OF

Richland PD	1 Commander
	1 Detective Sergeant
	1 Detective
Kennewick PD	1 Detective
Benton County SO	1 Detective
Homeland Security	1 Special Agent



107 investigations included:
92 cyber tips
15 proactive investigations

185 search warrants were obtained between state and federal jurisdictions

SENTENCES TO HIGHLIGHT:

- J'Lovfonte Jerome was sentenced to 240 months federal prison and 5 years of supervised release for production of child pornography after recording and training images of a child he was abusing.
- ICAC collaborated with out of state jurisdictions to take Ryan Later into custody for dealing in depictions of minors engaged in sexually explicit conduct. He was sentenced to 84 months in prison and 36 months of community custody. This case led to another where 2 additional victims were rescued, and another subject was taken into custody who had actively been abusing two other children.
- SER-ICAC assisted with the Liberty Lake Child Enticement Operation resulting in 13 arrests.

38 Arrests, resulting in 8 children being rescued from ongoing abuse

Detectives hosted 11 community presentations and attended 5 trainings



PROFESSIONAL STAFF SERVICES

Records

Public
Records

Quartermaster

Crime
Analysis

Evidence

Code
Enforcement



Cristi Carper
Professional Staff Manager



PUBLIC RECORDS



1 Supervisor
2 Public Records
Specialists



1,457 public
records requests
received in 2025
2.2% increase since
2024

The Washington Public Records Act requires local agencies to make available for inspection and copying public records which are not specifically exempted by statute.

The police department employs 3 people who process police records requests, which include body-worn camera videos, case reports, drone footage, Flock images, LVT cameras, evidentiary records, in-car sound/video, reporting phone calls/text-to-911, email, social media, text messages, Teams chats, and code enforcement reports. These records must be reviewed prior to release for redactions and exemptions.





POLICE RECORDS

The Police Records team is responsible for managing and maintaining the accuracy, security, and accessibility of official law enforcement records. They handle data entry and validation, oversee records retention, disseminate information to authorized partners, and provide background checks and fingerprinting services to support public safety and community needs.



1,447 protection orders processed for data entry and/or service
-1.4% decrease since 2024

1,260 warrants entered in 2025
-19.3% decrease since 2024

975 concealed pistol licenses (CPLs) processed
3.8% increase since 2024

1 Supervisor
7 Police Records Specialists



CODE ENFORCEMENT

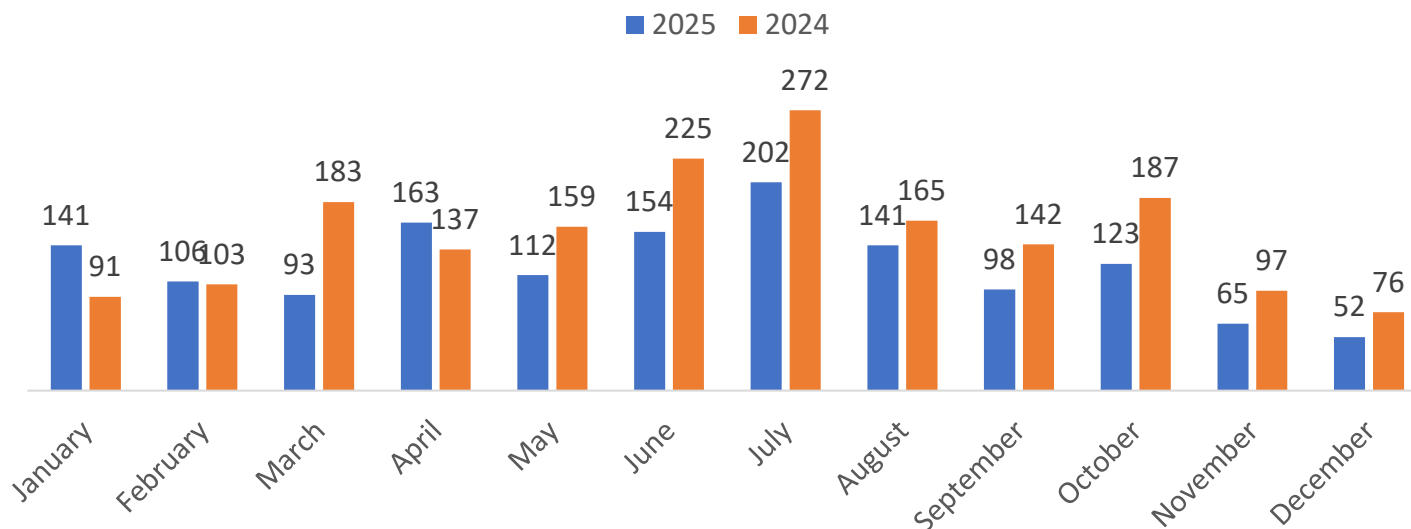
1 Supervisor
3 Code Enforcement Officers

98% Voluntary compliance rate of code violations

35 Cases presented to Code Board

FOCUS VIOLATIONS	
Storage of junk/inoperable vehicles	348
Vehicle registration more than 45 days expired	293
Trailer storage	215
Grass and weeds	177
Low-hanging tree limbs	129
Accumulation of trash	118
Maintaining right of way/sidewalk tripping hazard	94
Sidewalk obstructions	91
Vehicle parts/household items	89
Municipal parking lots – limited duration	75

CODE ENFORCEMENT ACTIVITY BY MONTH



CASES GENERATED FROM:

	2025	2024	% Change
Proactive Work	598	821	-27.2%
Complaints	852	1,014	-16.0%



COMMUNITY RELATIONS



Claire Venema
Community Relations Specialist

The Community Relations Specialist (CRS) serves as a bridge between the Richland Police Department and the community. The CRS develops and implements outreach programs, coordinates events, fosters positive relationships through media and public relations, and addresses public concerns.

Enhancing trust through education, communication and collaboration

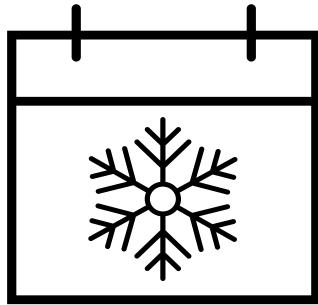
Creates and distributes press releases, media briefings, public awareness campaigns, and crisis communication resources

Oversees department social media and web accounts

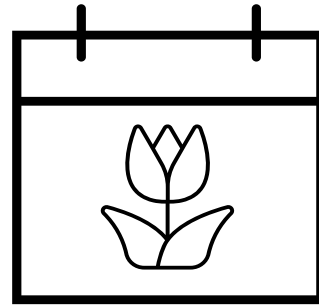




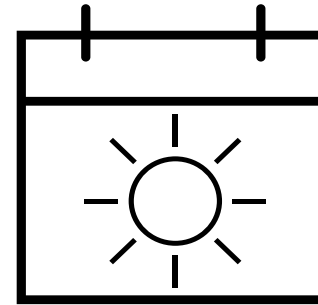
COMMUNITY ENGAGEMENT 2026 PLANNED EVENTS



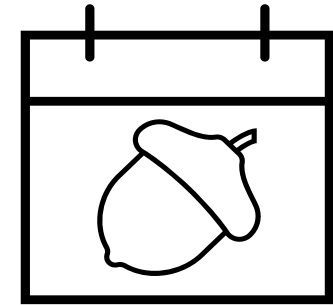
Winter Events



Spring Events



Summer Events



Fall Events

Polar Plunge
Cocoa & Crafts
Recruitment Hiring Clinics
Jefferson Elem. School Science Night
First Responder Fun Friday

Recruitment Hiring Clinics
Citizen's Academy
CWU Law & Justice Career Fair
First Responder Friday
Take Back & Tune Up
Community Open House Event

Dive Into Summer Kick-off
Bike Rodeo
Preschoolers Reading Circle
National Night Out
Recruitment Hiring Clinics
Slow Down, Move Over

COR Fall Festival
DEA Drug Take Back
Coffee With a Cop
Uptown Trick or Treat
Jasmine Strong Toy Drive
Bikes for Tikes
COR Lighted Vehicle Parade
COR Winter Wonderland
Cops & Kids

TOTAL EVENTS FROM 2025: 68
TOTAL COMMUNITY COLLABORATIONS: 21



HIGHLIGHTS & GOALS

Staffing the real time information center

Technology has drastically evolved and the department is excited to explore those capabilities with a real time information center (RTIC). The RTIC is a tool for responding to time-sensitive critical incidents and supporting patrol in daily operations.

Hosting a citizens' academy

RPD is proud to bring back its citizen's academy! The class starts April 2 and will run for 6 weeks. Participants will learn about operations within the police department and will culminate with a community day where the police department will be open to the public for tours.

Rejoin the Metro taskforce

Due to staffing shortage, Richland had to step back from being part of the Metro Drug Taskforce in 2023. However, with staffing improving, RPD is looking forward to rejoining this taskforce.

Fill all vacant commissioned spots and be fully staffed

RPD has been actively recruiting and hiring officers for several years. Through job fairs, hiring clinics, and extensive interviewing – RPD is committed to finding the best people for the job. In 2026, the goal is to fill every remaining vacancy.

Activating the RPD K-9 program

Meet K9 Cody, RPD's criminal apprehension dog. His handler, Officer Smith, graduated from the Basic Handlers Course in February 2026. While more training is necessary, Cody will be ready for deployment later this year.





Richland Fire & Emergency Services 2025 Annual Report





Report Overview

- System performance reporting and response information
- Highlights from the department's five Strategic Priorities



VISION ROAD MAP

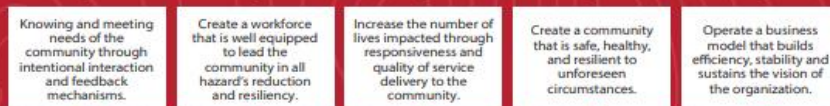
OUR VISION

To lead the community in integrated risk reduction, develop department and community leaders, and deliver best-in-class services that ensure a safe, healthy, and resilient community.

PRIORITIES



OUTCOMES



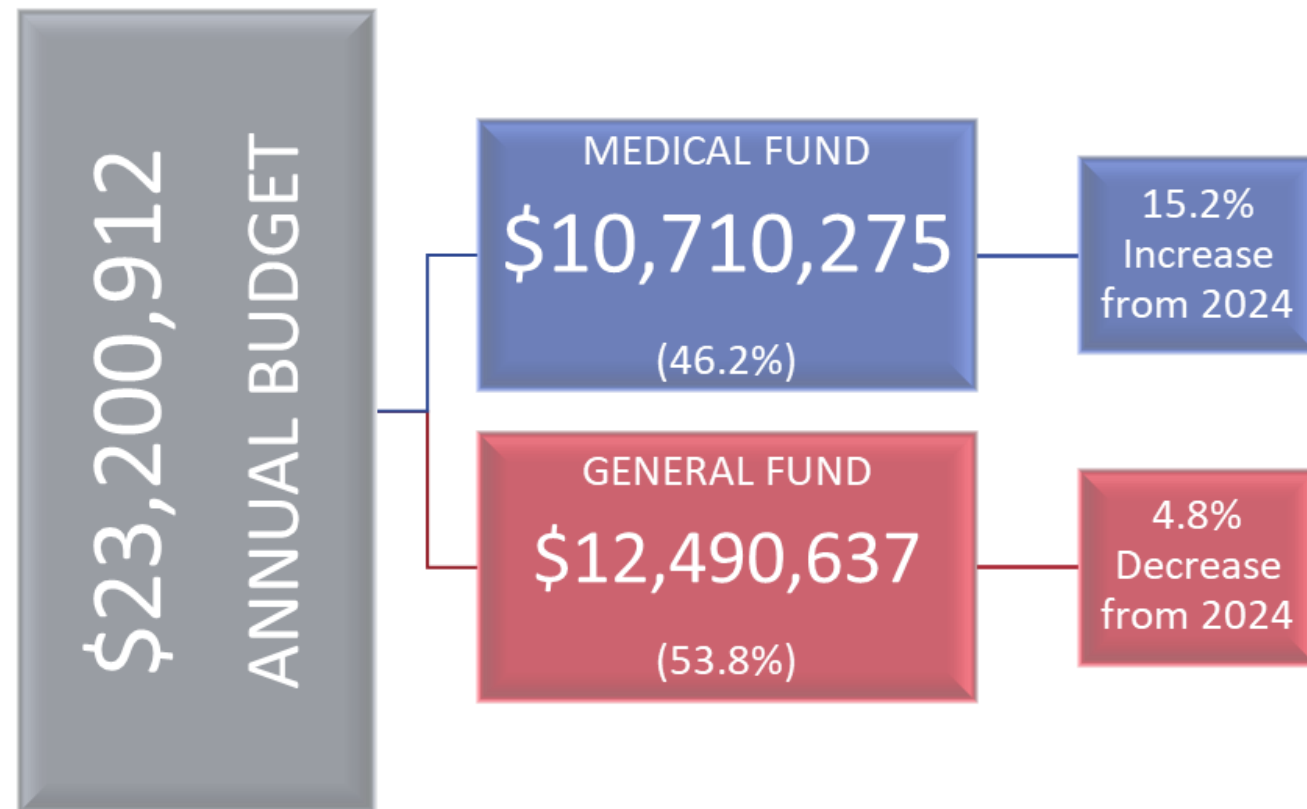
INDICATORS OF SUCCESS

- | | | | | |
|--|---|---|---|---|
| <ul style="list-style-type: none"> Organizational priorities and initiatives are impacted by community feedback. Community relationships are developed to facilitate organizational priorities. Community satisfaction captures organizational focus. | <ul style="list-style-type: none"> Increased number of employees completing professional and leadership development programs. Enhanced internal and external collaboration, measured by the frequency of organizational-led initiative and partnerships. Improved station/discipline specialization. | <ul style="list-style-type: none"> Increased number of lives saved. Attain 90% standard of cover turnout and response time metrics. Alignment of organizational resources and interventions with priorities and goals. | <ul style="list-style-type: none"> Increase quality of life impacted and feeling of safety. Decrease in high-risk incidents identified through the Community Risk Profile (CRP). Measurable improvements in community health through increased access to resource navigator services. 30% of the community trained in emergency preparedness within 5 years, with a 15% year-over-year increase in resilience planning participation. | <ul style="list-style-type: none"> Identification and resolution of organizational barriers through process improvement plans. Execution of the Utility Advisory Committee (UAC) strategic plan and utility calculator. Prioritization of organizational objectives. |
|--|---|---|---|---|



Organizational Sustainability and Resiliency

Budget Overview





Organizational Sustainability and Resiliency

Grant Procurement





Organizational Sustainability and Resiliency

UAC / Strategic Plan

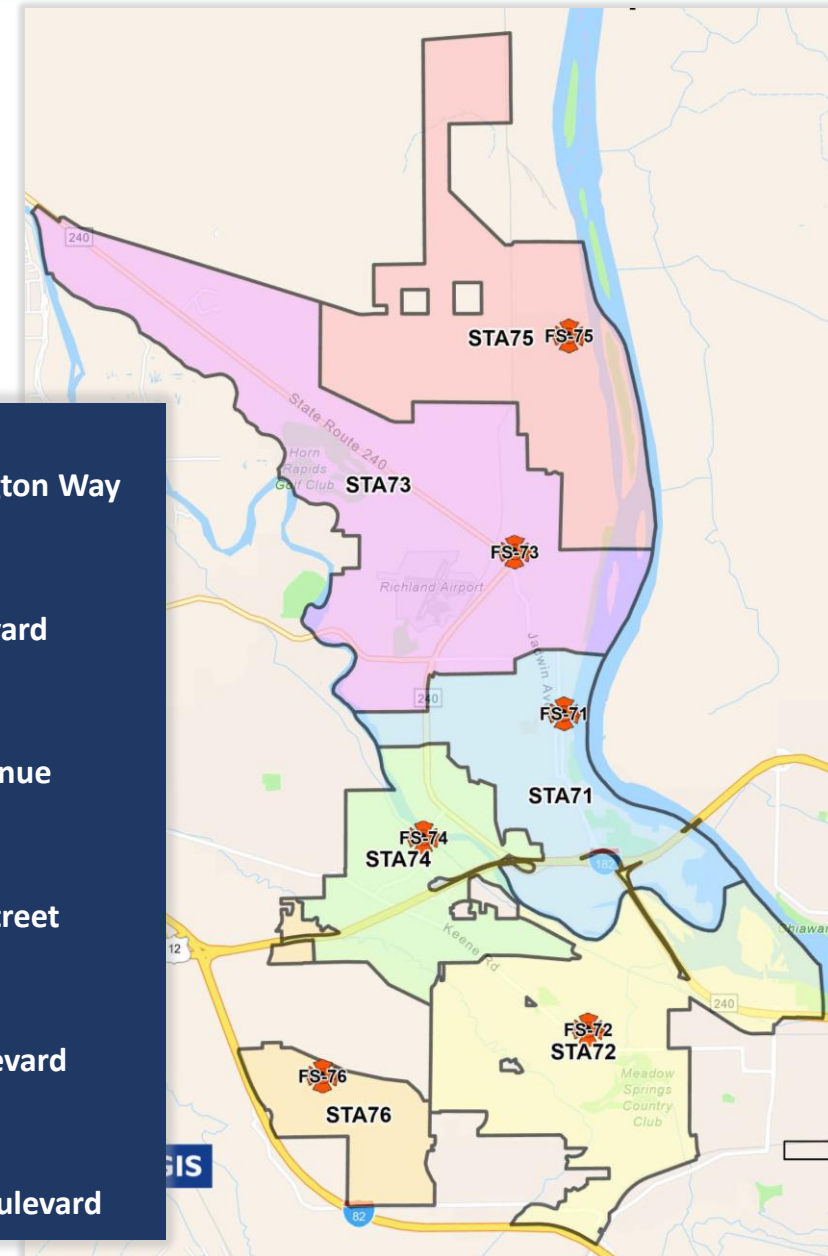
- Ambulance Services – A household billing unit audit with Customer Service identified approximately 890 accounts not being billed monthly.
 - This has been corrected and equates to approximately \$133k per annum at the current rate.



Service Delivery Station / Zone Coverage



- Station 71
1000 George Washington Way
- Station 72
710 Gage Boulevard
- Station 73
2120 Jadwin Avenue
- Station 74
2710 Duportail Street
- Station 75
460 Battelle Boulevard
- Station 76
4307 Trowbridge Boulevard





Service Delivery Response Data

Total Calls for Service: 9,424



EMS:
6,810
72%

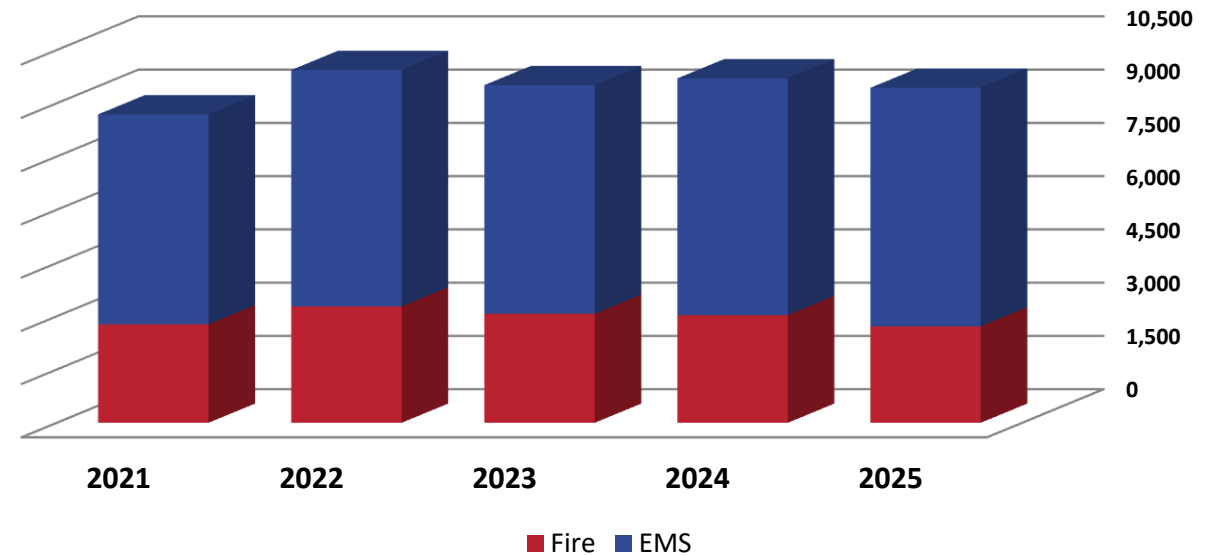


Alarms / Other:
2,371
25%



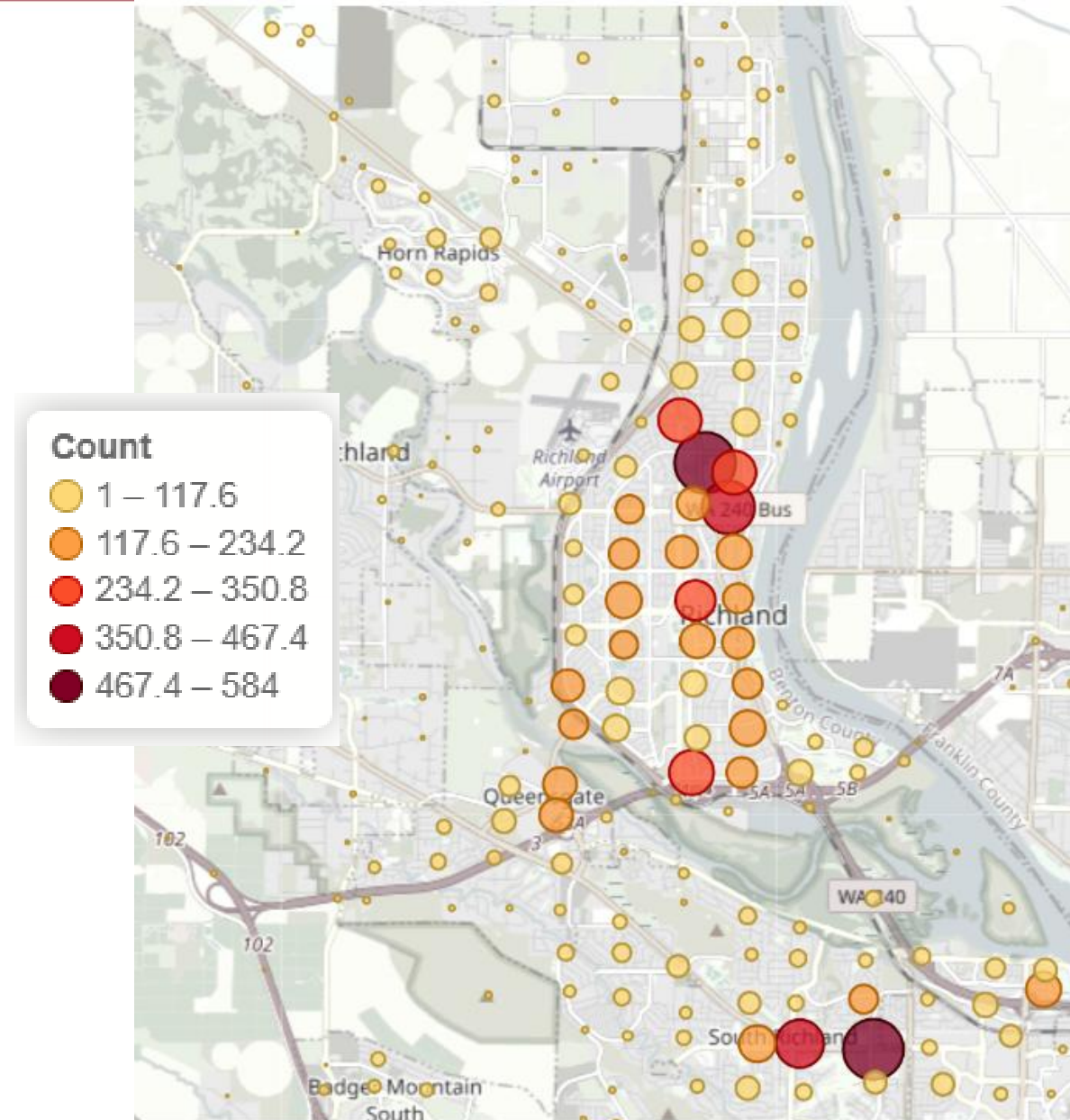
Fires:
243
3%

FIVE YEAR INCIDENT TREND





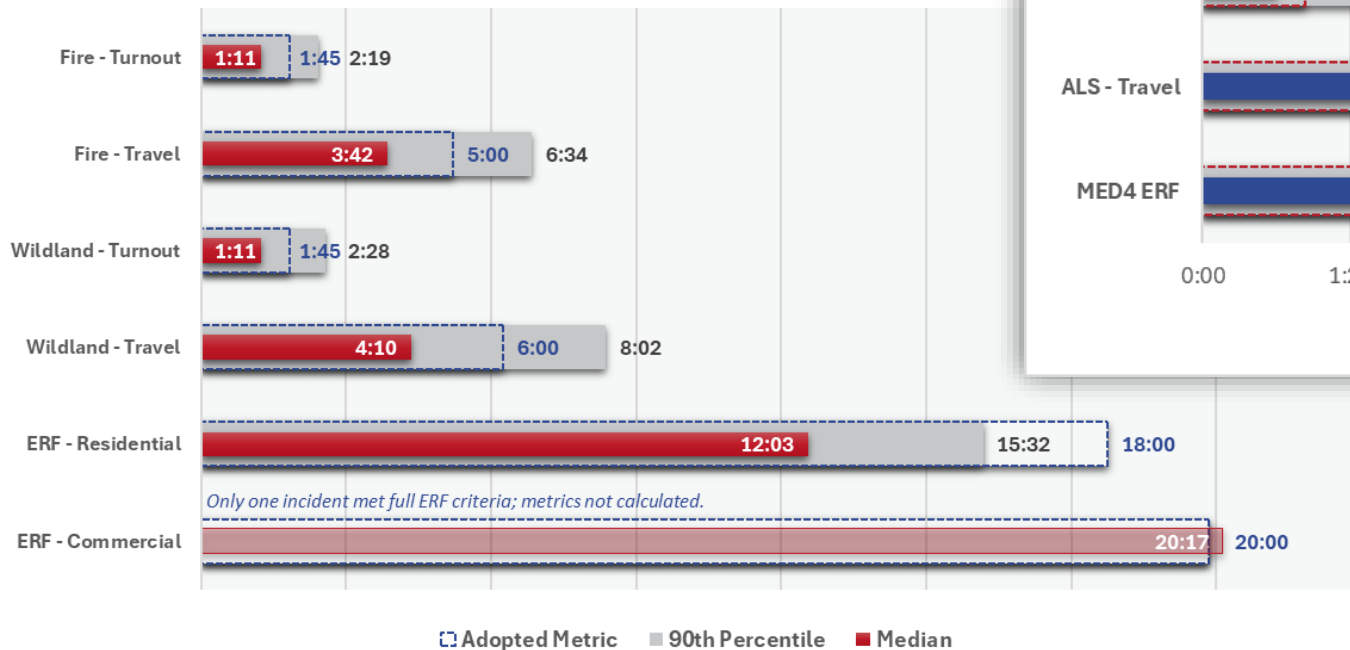
Service Delivery Incident Heat Map



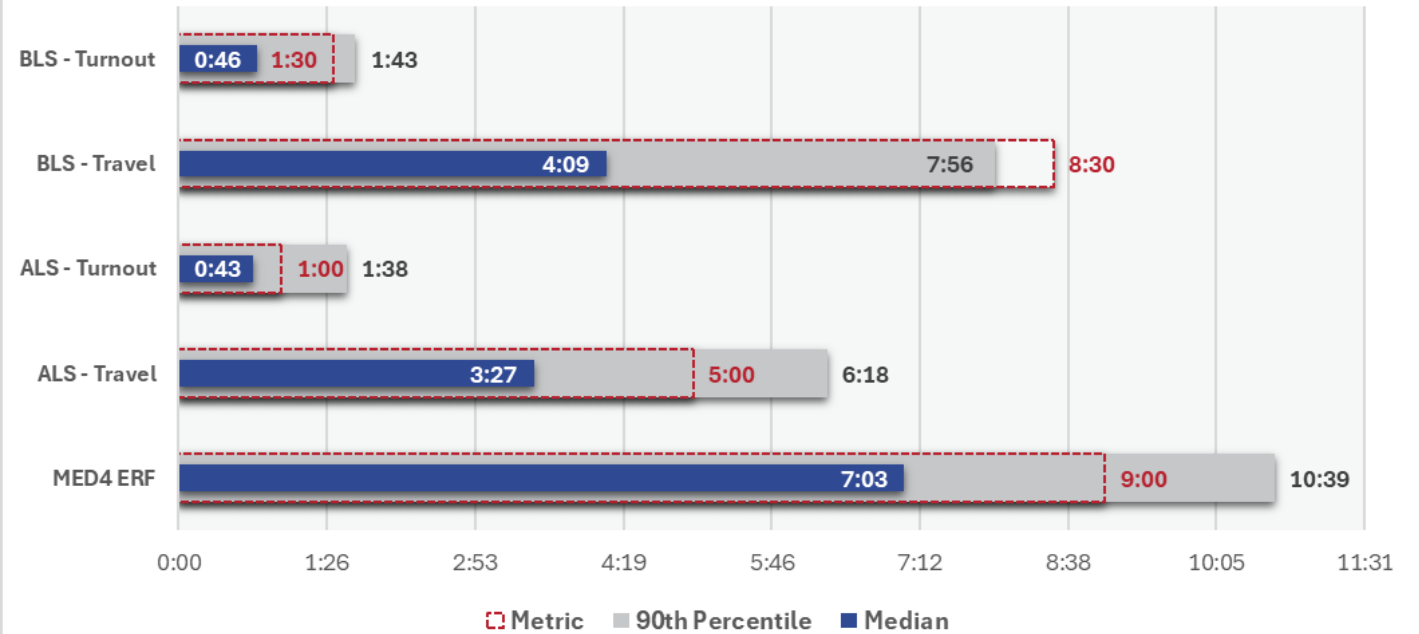


Service Delivery Response Data

FIRE RESPONSE TIMES

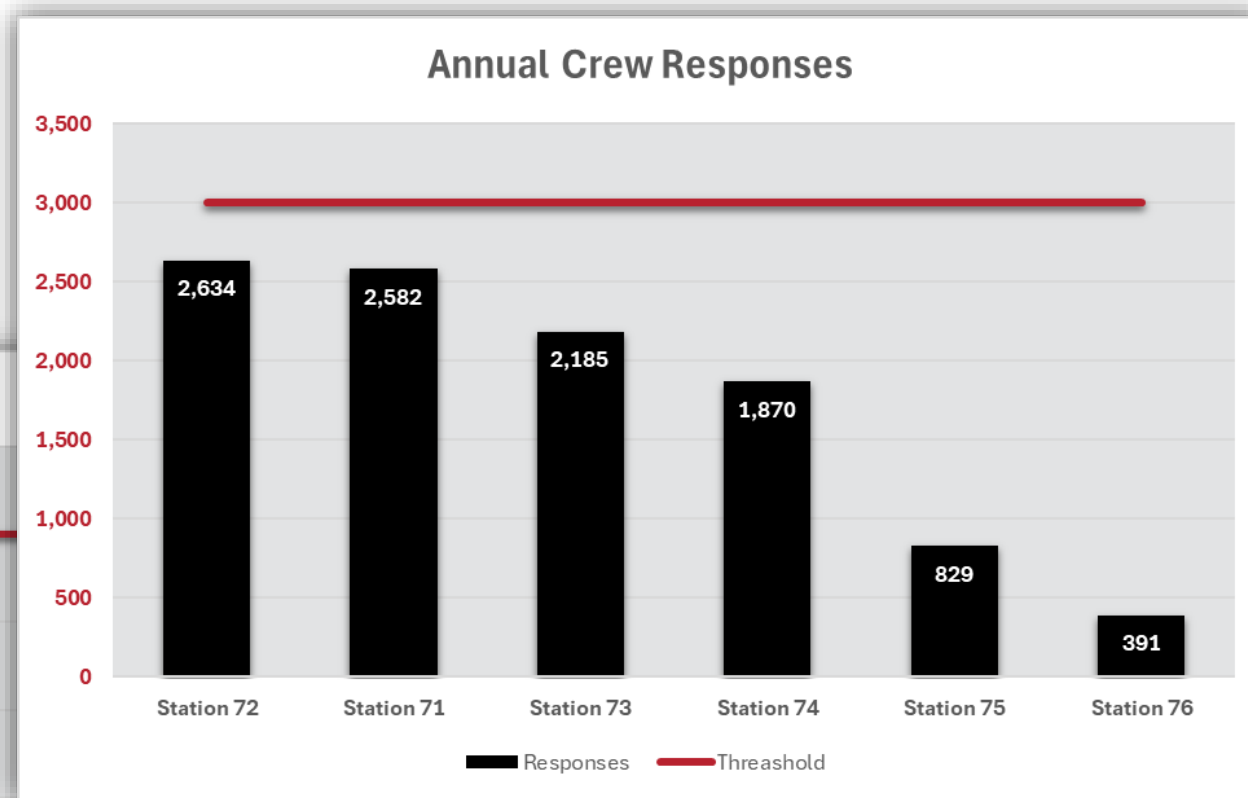
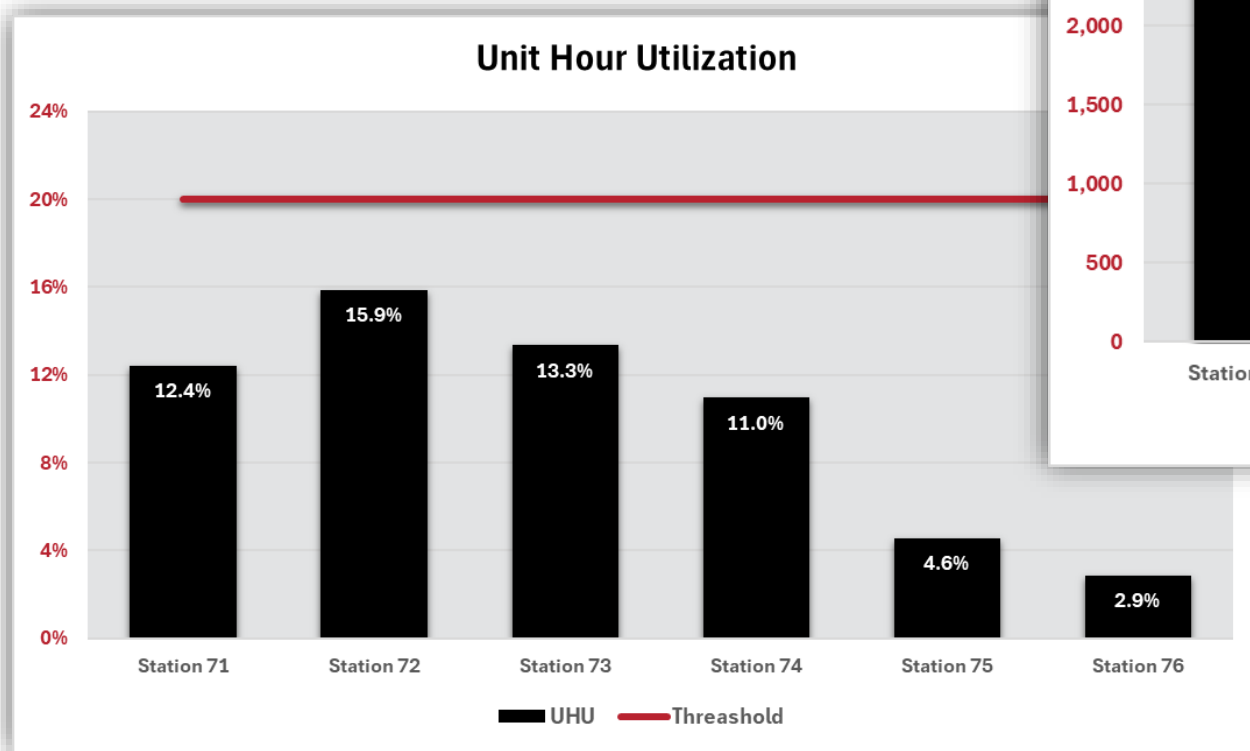


EMS RESPONSE TIMES





Service Delivery Response Data





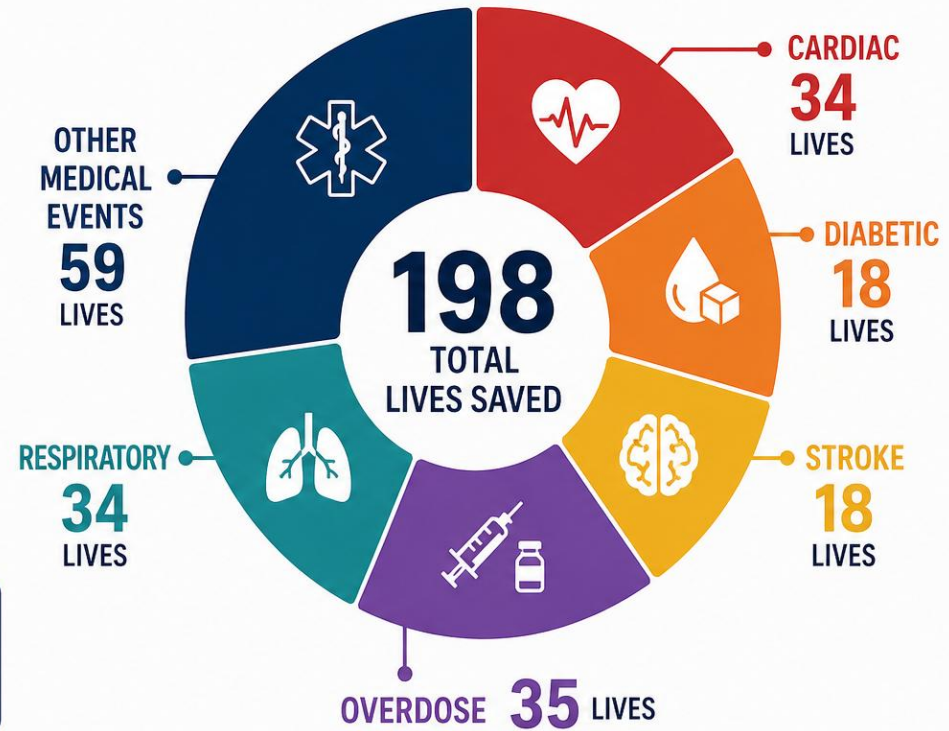
Service Delivery Lives Saved

LIVES SAVED IN
2025

198

TOTAL LIVES SAVED

8
CARDIAC ARREST
SURVIVORS



**LIFE SAVED
DEFINITION**

Intervention required now by EMS
or within 24 hours by the receiving facility.



Service Delivery Mission: Lifeline Gold Award



2025 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

Richland Fire and Emergency Services Richland, Washington

**Mission: Lifeline® EMS - GOLD with Target: Heart Attack Honor Roll
Achievement Award**

The American Heart Association/American Stroke Association recognizes this prehospital provider organization for demonstrating continued success in using the **Mission Lifeline®** program.

Thank you for applying the most up-to-date evidence-based treatment guidelines to improve patient care and outcomes in the community you serve.*

Nancy Brown
Chief Executive Officer
American Heart Association

Keith Churchwell, M.D., FAHA
President
American Heart Association

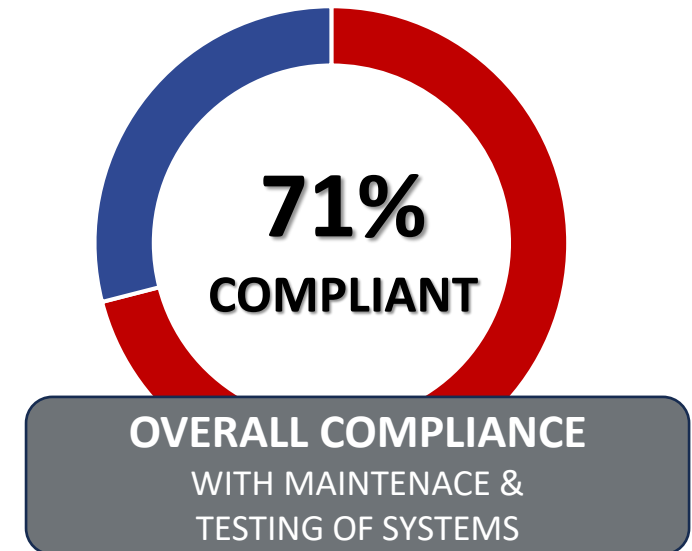
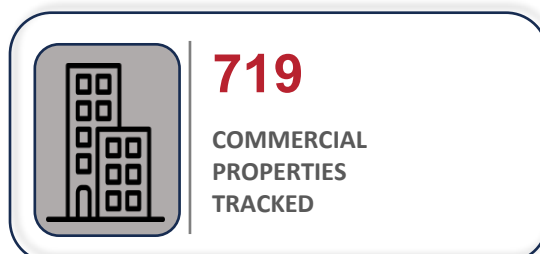
*For more information, please visit [Heart.org/MissionLifeline](https://www.heart.org/MissionLifeline)





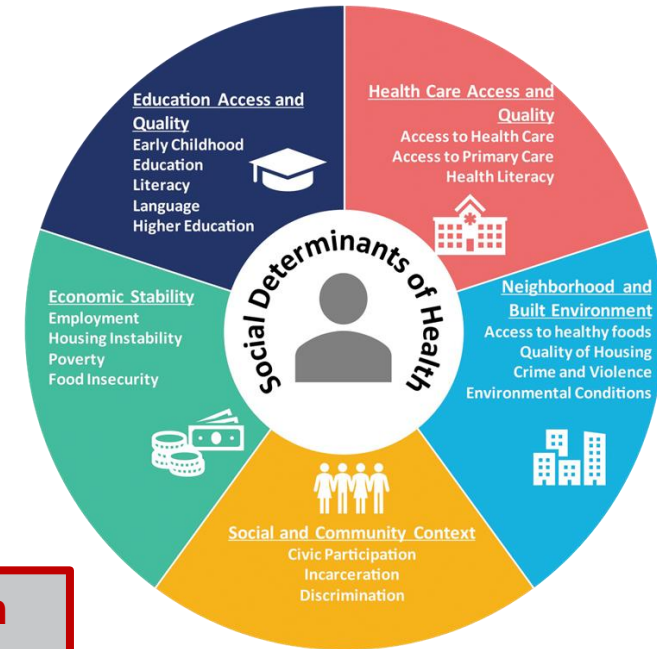
Community Integrated Risk Reduction

- A Community Risk Reduction Specialist was hired in May 2025 to strengthen our Fire Prevention & Life Safety efforts within the community.





Community Integrated Risk Reduction Resources Navigation



86 Referral Partners

- Bus Pass/Tickets
- Emergency Housing
- Food Banks
- Homelessness resources
- Housing Resource Center
- In Home Care

142 Referrals

- Fire/EMS
- Law Enforcement
- Code Enforcement
- Parks & Recreation
- Energy Services
- Library
- Community Center

Community Outreach Highlights

- Partnering with COR Park Rangers weekly
- Tri-Cities Community Health Mobile Resources at RCC
- Aging in Place Resource Fair
- Ben Franklin Transit Grant



Employee Growth & Development

Fire and EMS Training Hours

- Continuing EMS Education
 - Paramedics: 100+ hours annually
 - EMT's: 80+ hours annually
- Fire-Based Training
 - Mandated WAC and supplemental fire training totaled approximately 3,850 hours.





Employee Growth & Development Accomplishments



3

New Certified
Paramedics



2

Degree
Completions



1

New Member of
the TRT Team



1

New Hazmat
Liaison



Employee Growth & Development Promotions

1

Chief

1

Deputy Chief

2

Battalion
Chiefs

2

Captains

4

Lieutenants



Employee Growth & Development

2025 Regional Recruit Academy



- Three recruits graduated
- Continued partnership with PFD
- KFD rejoined TCRA

2025 Officer Development Academy



- Four-day leadership experience
- Enhanced fireground decision making
- Invested in leadership and culture.





Connecting with the Community

Industry Collaboration



Pacific Northwest
NATIONAL LABORATORY

*HeartSafe Collaboration,
North Richland Construction*



**American
Red Cross**

Blood on Board



*Weekly Wednesday
Mobile Health Clinic*



EMS Delivery Partner



Paramedic Program



Connecting with the Community

Community Engagements

130+

COMMUNITY
EVENTS &
OUTREACH

80+

SMOKE DETECTOR
INSTALLATION/BATTERY
REPLACEMENT

20+

COMMUNITY
PARTNERSHIPS

SCHOOL VISITS • STATION TOURS • PUBLIC EVENTS •
SAFETY EDUCATION • PEDIATRIC OUTREACH •
COMMUNITY PARTNERSHIPS





Connecting with the Community HeartSafe

22

CLASSES PROVIDED

Partnering with City departments, PNNL and community groups and organizations

700

COMMUNITY MEMBERS REACHED

Through the 22 classes delivered across our community

63,000

PEOPLE TRAINED

In hands-only CPR to date



**Heart Safe
RICHLAND**

Don't wait for help. **Be the help.**



2025 Highlights Retirements



- Fire Chief Tom Huntington
- Battalion Chief James Hempstead
- Captain/Deputy Fire Marshal Ken Buechler
- Lieutenant Dave Roney

Totaling over 129 years of service!



Looking Ahead to 2026

- Completion of Regional 800 MHz Radio Project
- Whole Blood on Ambulances
- Community Integrate Health Program (CIH)
 - Additional Resources Navigator - geriatric focused
- Updated Fleet Configuration
- Continued Investments in Proactive Programs
 - HeartSafe Richland
 - Community Wildfire Protection Program