



Agenda
City Council Regular Meeting
Tuesday, March 17, 2020
City Hall Council Chambers | 625 Swift Boulevard

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chambers)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Proclamation of Emergency - Coronavirus (COVID-19)
 - Ryan Lukson, Mayor
2. Visit TRI-CITIES 2019 Annual Report, 2020 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve (10 minutes)
 - Michael Novakovich President and CEO

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

3. Amending the 2020 Budget in the General Fund, Park Project Construction Fund and Park Reserve Fund, Ordinance No. 05-20
 - Joe Schiessl, Parks & Public Facilities Director
4. Relinquishment of an Easement at 307 Sanford Avenue, Resolution No. 47-20
 - Pete Rogalsky, Public Works Director

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

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

5. Approval of the March 3, 2020 Council Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

6. Ordinance No. 05-20, Amending the 2020 Budget in the General Fund, Park Project Construction Fund and Park Reserve Fund
 - Joe Schiessl, Parks & Public Facilities Director
 - John Bruce, Chief of Police
7. Ordinance No. 06-20, Amending Richland Municipal Code Section 2.16.010 related to Planning Commission Membership
 - Heather Kintzley, City Attorney
8. Ordinance No. 07-20, Amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

9. Ordinance No. 04-20, Amending Chapter 1.01 of the Richland Municipal Code related to Conduct of Council Business
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

10. Resolution No. 40-20, Authorizing a Consultant Agreement with DOWL, LLC for the Street Lighting Retrofit and Standards Project
 - Pete Rogalsky, Public Works Director
11. Resolution No. 43-20, Approving the use of \$417,700 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-related Projects in 2020
 - Cindy Reents, City Manager
12. Resolution No. 46-20, Approving the Final Plat of Cob Hill
 - Kerwin Jensen, Development Services Director
13. Resolution No. 47-20, Authorizing the Relinquishment of an Easement at 307 Sanford Avenue
 - Pete Rogalsky, Public Works Director
14. Resolution No. 49-20, Approving Commercial Facade Improvement Program Agreements
 - Kerwin Jensen, Development Services Director
15. Resolution No. 50-20, Authorizing an Award of Bid to Magnum Power, LLC for the 2020 Boring, Trenching and Cable Replacement Project
 - Clint Whitney, Energy Services Director
16. Resolution No. 51-20, Authorizing Award of Bid to Vincent Brothers, LLP for the Water Treatment Plant Facade Replacement Project
 - Pete Rogalsky, Public Works Director

Items - Approval:

17. Appointments to the Arts Commission: Jeff Kissel, Eldrick Hereford, Tomalin Bailie, Ginger Wireman and Amberlyn Scott
 - Heather Kintzley, City Attorney

18. Appointment to the Board of Adjustment: Jennifer Nuzum

- Heather Kintzley, City Attorney

19. Appointments to the Code Enforcement Board: Skye White, Gregory Levy, Derenda Bialy and Raymond Swenson

- Heather Kintzley, City Attorney

20. Appointments to the Planning Commission: Marianne Boring and Eric L. Smith

- Heather Kintzley, City Attorney

21. Appointments to the Parks & Recreation Commission: Jim Buel, Samantha Mason and Sadie Smith

- Heather Kintzley, City Attorney

22. Appointment to the Economic Development Committee: Megan Hughes

- Heather Kintzley, City Attorney

Expenditures - Approval:

23. Expenditures from February 24, 2020 - March 6, 2020 for \$19,151,602.56 including Check Nos. 277095-277495, Travel Check Nos. 19912-19921, Wire Nos. 8033-8051, Payroll Check Nos. 162226-162777, Payroll Wire/ACH Nos. 11401-11424 and Pension Check Nos. 5388-5418.

- Cathleen Koch, Administrative Services Director

Items of Business:

24. Resolution No. 48-20, Authorizing an Interlocal Agreement with Benton County for Placement of Payment and Ballot Drop Boxes

- Joe Schiessl, Parks & Public Facilities Director

25. Ordinance No. 08-20, Amending Chapters 23.06 and 23.30 of the Richland Municipal Code related to Definitions and Public Use District Permitted Land Uses (Open Record Public Hearing)

- Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. 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 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Presentations

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Proclamation of Emergency - Coronavirus (COVID-19)

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Adopt a Proclamation of Emergency related to the spread of COVID-19.

Summary:

The Richland City Council, through Mayor Lukson, will authorize a Proclamation of Emergency in response to the spread of COVID-19 throughout the State of Washington.

Fiscal Impact:

Execution of a Proclamation of Emergency opens local access to federal and/or state funding as necessary and available to reimburse costs associated with the City's response to COVID-19.

Attachments:

- I. Draft Proclamation of Emergency



Proclamation

WHEREAS, the City of Richland is a first class charter city organized under Article XI, Section 10 of the Washington State Constitution; and

WHEREAS, the Revised Code of Washington (RCW) Section 38.52.070 authorizes all political subdivisions of this State to exercise emergency powers within their own jurisdictions under defined circumstances; and

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death for certain vulnerable members of Richland's population, and is transmissible from person-to-person; and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee declared that a state of emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 13, 2020, Governor Jay Inslee directed closure of all Washington K-12 public schools beginning March 17, 2020 to and through April 24, 2020 in an effort to limit the spread of COVID-19; and

WHEREAS, the health, safety and welfare of Richland residents, businesses, visitors and staff is of utmost importance to the City, and additional future measures may be needed to protect the community; and

WHEREAS, to ensure flexibility in the event the City requires additional assistance during the COVID-19 pandemic, a formal declaration of emergency allows additional resources to flow to the City in a timely fashion; and

WHEREAS, existing conditions related to the COVID-19 pandemic warrant a proclamation of emergency as defined by RCW 38.52.010(9)(a).

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AS FOLLOWS:

1. A state of emergency, specifically covered by Chapter 38.52 RCW, exists within the City of Richland as a result of the spread of COVID-19 within the State of Washington.
2. All emergency powers and authority set forth in RCW 38.52.070 are hereby invoked, including but not limited to the right to enter into contract, employ temporary workers, and incur obligations without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements).
3. The City Manager is authorized to request all available state and federal assistance necessary to respond to this emergency.
4. This declared state of emergency shall remain in effect until further notice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, this 17th day of March, 2020.

Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Visit TRI-CITIES 2019 Annual Report, 2020 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve (10 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Visit TRI-CITIES President & CEO, Michael Novakovich, will present the Visit TRI-CITIES 2019 Annual Report and 2020 Work Plan, and will request funds from the Tri-City Regional Hotel-Motel Commission Reserve. See Resolution No. 43-20 for additional details.

Fiscal Impact:

Attachments:

- I. Annual Report 2020 City of Richland



ANNUAL REPORT 2019

A YEAR IN REVIEW



visittri-cities.com



ITEMS FOR DISCUSSION



- 2019 State of the Tourism Industry
- 2020 Work Plan
- TPA Reserve Request

WHY TOURISM MATTERS

Visit Tri-Cities' mission is to promote, market and sell the region as a preferred destination to visitors. Thanks to over a half-a-billion dollars in visitor spending annually, tourism helps build a safe community, educated community, employed community and a community filled with many, many amenities for all Tri-Citians to enjoy.

**VISITOR
SPENDING**
\$560.2
million

CREATES

6,370

jobs in Benton &
Franklin Counties



\$54.5

million
in local & state
tax receipts



\$19.3

million
tax receipts
retained locally



VISITOR SPENDING
HELPS SUPPORT LOCAL:



Small
Businesses



Police
Officers



Road Work



Parks



Schools &
Teachers



Firefighters

Enhancing quality of life for everyone in our region.

TRI-CITIES GUEST ROOMS SOLD

	2018	2019	Variance
Richland	320,801 rooms	342,403 rooms	+21,602 (+6.7%)
Kennewick	340,070 rooms	341,580 rooms	+1,510 (+.4%)
Pasco	244,427 rooms	232,359 rooms	-12,068 (-3.5%)
Tri-Cities	905,298 rooms	916,342 rooms	+11,044 (+1.2%)

Source: December 2019 STR Report



4,191

Hotel Guest
Rooms Available

IMPERATIVE: ADVOCATE FOR THE DEVELOPMENT OF CRITICAL TOURISM INFRASTRUCTURE

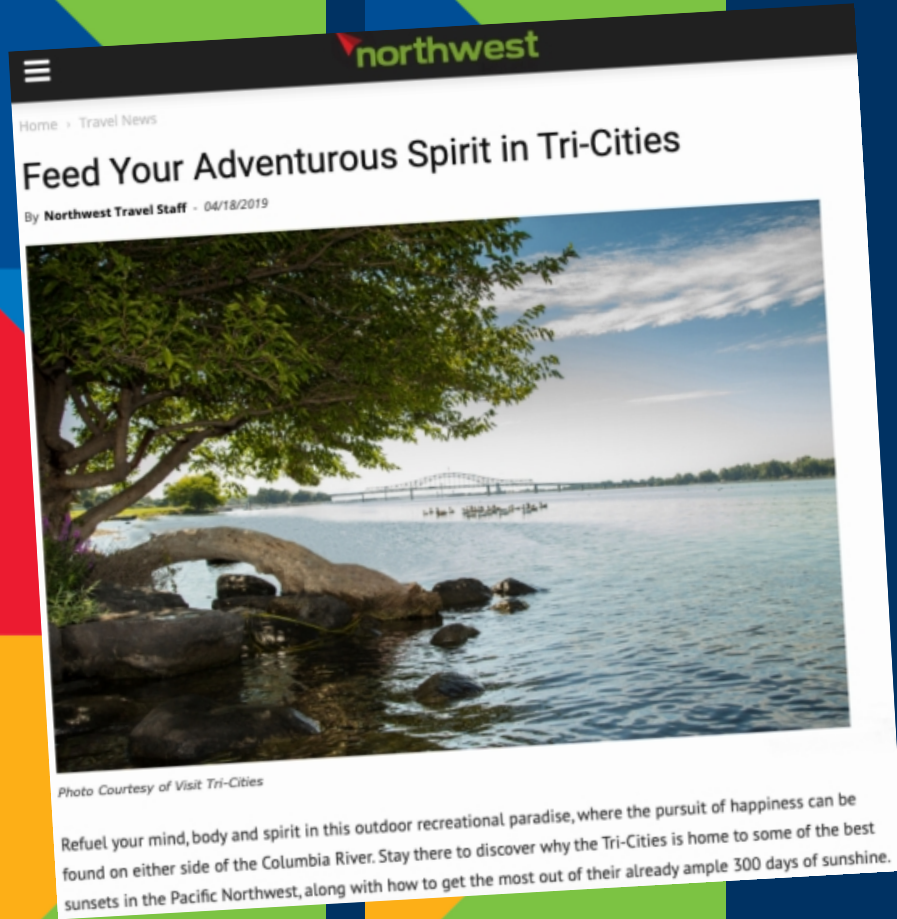
	Kennewick	Pasco	Richland	Totals
2015	\$507,935	\$260,941	\$479,049	\$1,247,925
2016	\$539,578	\$274,798	\$475,641	\$1,290,017
2017	\$568,745	\$323,445	\$536,682	\$1,428,872
2018	\$592,249	\$343,642	\$598,997	\$1,534,888
2019	\$592,210	\$324,891	\$633,862	\$1,550,963

CONVENTION & SPORTS

- Hosted **209** conventions & sporting events in 2019
- **\$33.6 million** in visitor spending
- **216 new** events secured for **2020** and beyond
- Estimated future visitor spending **\$48.3 million**



MEDIA OUTREACH



- **57** Tri-Cities travel related stories
- **12** Travel writers and bloggers hosted
- **5,644,966** positive media views

DIGITAL AND SOCIAL MEDIA MARKETING

WEBSITE HIGHLIGHTS

331,238

unique visits

989,696

page views

Social Media



24,780

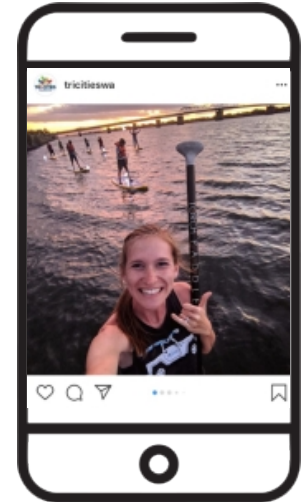


5,974



7,455

More than 1.5 million social media impressions!



OTT & TRADITIONAL BROADCAST



Tri-Cities commercials aired in the Puget Sound, Portland, Spokane, Boise and Minneapolis earning **9,445,913 impressions**



VISIT TRI-CITIES PUBLICATIONS

- Official Tri-Cities Visitor Guide
- Golf & Wine Brochure
- Tourism News
- Shop Map
- Dine Map
- Wine Map



WORK PLAN

2020



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

VISITOR SERVICES

- Manage and operate the Tri-Cities Visitor Center, providing a place for visitors and residents to gather information on local attractions, services and tourism-related businesses.
- Distribute 60,000 2020 Official Tri-Cities Visitor Guide.
- Fulfill the estimated 10,000 written and telephone requests for information on the Tri-Cities.
- Produce the Tri-Cities Calendar of Events.
- Act as a resource and provide materials to local companies for their recruitment and employee relocation efforts.
- Offer a "Hot Dates" program to assist visitors in finding accommodations during high demand dates.
- Stock the Satellite Visitor Centers at the HAPCO Center and Richland City Hall with visitor information and brochures.
- Provide visitor services and maintain the Interactive Tri-Cities kiosk at the Tri-Cities Airport and Three Rivers Convention Center.
- Launch the Tri-Cities Experience Expert Program.
- Execute Tourism Week events and promotions.

CONVENTION AND GROUP SALES

- Generate 265 sales leads (Request for Proposals) to industry partners.
- Secure conventions, meetings and sporting events that will attract 54,000 future overnight stays.
- Host familiarization tours for meeting planners and tournament directors, escorting each on a scheduled set of appointments specific to their event needs.
- Attend 5 industry events and trade shows such as Meeting Planners International, Washington Society of Association Executives, Pacific Northwest Chapter of Society of Government Meeting Professionals, National Tourist Association, etc. to meet with decision makers and promote the Tri-Cities as a destination of choice for conventions.
- Promote the Tri-Cities at regional golf and travel show in Spokane and Seattle.
- Coordinate spring Olympia Sales Blitz, featuring customer events and one-on-one appointments with decision makers.
- Support local tourism-related businesses by hosting monthly Director of Sales meetings.
- Coordinate Fall Sales Blitz, location to be announced.

MARKETING

- Place Tri-Cities television advertisements in the Puget Sound region and other key markets, including large metropolitan areas with direct flights.
- Generate 20 million impressions through targeted digital campaigns.
- Manage and promote VisitTri-Cities.com, an optimized and mobile-friendly website.
- Strategically direct \$500,000 in advertising, promoting the Tri-Cities as a destination of choice.
- Promote the Tri-Cities through effective social media campaigns on Facebook (more than 25,000 fans), Twitter (more than 6,000 followers) and Instagram (more than 6,000 followers) to drive user-generated content.
- Publish the Official 2020 Visitor Guide, publish 2020 Golf brochure, Shop Map and Dine Map.
- Distribute monthly consumer newsletters, focusing on wine, outdoor recreation and STEM.

MEMBER SERVICES

- Promote local businesses through Visit Tri-Cities website, which receives more than 331,000 visitors annually.
- Report on the state of the Tourism industry at the 2020 Annual Meeting.
- Apprise members on industry events through monthly newsletters.
- Strengthen the industry through increased Visit Tri-Cities membership with recruitment of new members.
- Promote local businesses to out-of-town visitors through the "Show Your Badger" program. More than 20 groups (4,000 participants) took advantage of the program in 2019.

MEDIA OUTREACH

- Host qualified wine, travel, lifestyle and food writers for familiarization tours, escorting each on a scheduled set of appointments specific to their story needs.
- Direct the efforts of public relations firm to create interest and a positive image for the Tri-Cities.
- Host a media event in Seattle to promote the Tri-Cities to writers and content creators as a potential subject for future stories and articles.
- Conduct face-to-face meetings with writers representing key publications/programs to promote story ideas about the Tri-Cities region.
- Work with Tourism Officials in primary destination/gateway cities (Seattle/Portland) to create cooperative opportunities targeting national and international travelers.
- Attend media conferences to promote the Tri-Cities region to travel writers.
- Coordinate with the Washington Tourism Alliance to amplify efforts in promoting the state to domestic and international travelers.

VISIT TRI-CITIES SPORTS COUNCIL

- Research and attract new sporting events that fit the profile of the existing venues.
- Manage the cooperative efforts of the Tri-Cities Sports Council serving high school athletic directors, municipal recreation departments, local sports clubs and sports officials.
- Work with the athletic director and sports venue directors to create attractive proposals for high school athletic district and state-wide championships.
- Coordinate venue costs and accommodation pricing for tournament directors.
- Secure volunteers for events taking place in the Tri-Cities.
- Attend national trade shows and secure one-on-one appointments with decision makers to promote the Tri-Cities as a premier Northwest destination, including TEAMs, National Association of Sport Commissioners, Connect Sports Marketplace and Esports Travel Summit.
- Secure hotel room blocks and complimentary rooms as needed by tournament directors.

TRI-CITIES WINE TOURISM COUNCIL

- Manage the cooperative efforts of the Wine Tourism Council serving wineries, wine-related venues, hotels, restaurants and transportation providers in Benton and Franklin counties.
- Distribute a wine map highlighting Mid-Columbia wineries.
- Coordinate the development of wine tourism packages with hotels, restaurants, transportation and cultural events.
- Promote and market wine-related events to increase visitation.
- Work with food and wine writers to secure positive stories about the region's wineries and vineyards.
- Coordinate and promote the tourism council's "Love Our Locals" and "Holidays in the Heart of Washington Wine Country" events.
- Participate in Taste Washington trade show, a Washington State Wine Commission event, and Vintage Spokane.

ADMINISTRATIVE & OTHER SERVICES

- Promote STEM Tourism to drive economic impact while educating families about educational and career opportunities in the Tri-Cities.
- Coordinate the efforts of the Tri-Cities National Park Committee.
- Organize and manage the efforts of the Tri-Cities Rivershore Enhancement Council.
- Provide direction and guidance for recommendations outlined in the Rivershore Master Plan II.
- Participate and provide leadership in tourism industry organizations such as Washington State Destination Marketing Organizations (WSDMO), the Washington Tourism Alliance (WTA), Destination Marketing Association (DMA) West and Destination International (DI).
- Create and manage a STEM Tourism Council.
- Manage the proceeds of tourism promotion assessments as directed by the Commissioners of the Tri-City Hotel-Hotel Commission and city councils.
- Promote and manage the Tri-Cities "Excellence in Service" program to stimulate customer service region-wide.
- Coordinate a Community Field Tour for the Incoming USACE Lt. Colonel.

WORK PLAN FOR 2020

TPA Reserves Available

TPA funds available

\$740,629

~~Previously approved projects~~ ~~\$312,104~~

Funds available for reinvestment: \$428,525





TPA RESERVE ACCOUNT REQUESTS

FUNDS AVAILABLE FOR REINVESTMENT \$428,525

PROPOSED PROJECTS:

TBEX 2020 Conference	\$75,000
IRONMAN Event Support	\$75,000
Contract Staff Position	\$75,000
Digital Displays	\$86,600
Omni Visitor Itinerary App	\$10,100
New Market Advertising – Chicago	\$18,000
Increase 2020 Opportunity Fund	\$48,000
Increase Quick Response Fund	\$15,000
Wine Tourism Tradeshow Booth Upgrade	\$10,000
Media Outreach Fam Tours	\$ 5,000

Reserve Request Total \$417,700

THANK YOU
for your SUPPORT





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Public Hearing

Subject:

Amending the 2020 Budget in the General Fund, Park Project Construction Fund and Park Reserve Fund, Ordinance No. 05-20

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

05-20

Document Type:

Public Hearing Item

Recommended Motion:

None.

Summary:

State law requires a public hearing before unappropriated fund balance can be appropriated for use. A public hearing will be held tonight to address appropriations from unappropriated fund balance in the Park Reserve Fund and the General Fund.

See the staff report accompanying Ordinance No. 05-20 for more information.

Fiscal Impact:

The public hearing is required by state law. See the details of Ordinance No. 05-20 for budget impacts.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Public Hearing

Subject:

Relinquishment of an Easement at 307 Sanford Avenue, Resolution No. 47-20

Department:
Public Works

Ordinance/Resolution Number:
47-20

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

Staff has evaluated the request to relinquish a portion of a utility easement at 307 Sanford Avenue and has determined that this portion is no longer needed.

State law requires a public hearing to solicit testimony related to this request. Staff will present Resolution No. 47-20 for Council consideration at tonight's meeting.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Minutes

Subject:

Approval of the March 3, 2020 Council Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

None.

Summary:

Draft minutes from the March 3, 2020 Council Meeting are presented for Council's consideration and approval.

Fiscal Impact:

None

Attachments:

I. DRAFT March 3, 2020 Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard

Tuesday, March 3, 2020

City Council Workshop - 7:00 p.m.

Mayor Lukson called the workshop to order at 7:00 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Anderson, Christensen, Lemley and Thompson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Administrative Services Director Koch, Transportation & Development Manager West, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Rogers.

1. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Legal Counsel

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO ENTER INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL FOR 20 MINUTES. THE MOTION CARRIED 7-0.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO EXIT EXECUTIVE SESSION AT 7:20 P.M. THE MOTION CARRIED 7-0.

Those present during executive session included Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Anderson, Alvarez, Christensen, Lemley and Thompson. City Manager Reents, City Attorney Kintzley and Attorney Ken Harper were also present for the 20-minute executive session.

2. Columbia Park Trail Design Project Update

Transportation & Development Manager West shared the proposed design concept for the Columbia Park Trail - East Improvements project, and discussed the intended project schedule. A brief question and answer period for Council followed.

City Council Regular Meeting - 7:30 p.m.

Mayor Lukson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

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

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Anderson, Christensen, Lemley and Thompson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Administrative Services Director Koch, Transportation & Development Manager West, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

3. New Hire/Retirements

Administrative Services Director Cathleen Koch introduced the new hires for the month of February, which included: Risk & Safety Program Administrator Justin Tucker, and RFD Firefighter/EMTs Matthew Jubb, Kody Keaton, Chad Miller, Emily Nicoara, Dalton Reents, Eric Senner, John Togial and Benjamin Marcear.

There were three retirements for the month of February. Water Treatment Plant Mechanic II Dennis Crater and Police Sergeant Mike Harrison each retired with thirty (30) years of service to Richland. Tracia Nunnally retired after twenty-seven (27) years as a Firefighter/EMT with RFD.

Lastly, Administrative Services Director Koch announced that Brian Hedengren has joined the City Manager's Office to serve a 10-week internship.

4. Richland Arts Commission 2019 Contributions to the Arts Awards

Parks & Public Facilities Director Schiessl announced that the Richland Arts Commission honors one (1) organization and one (1) individual, on an annual basis, for their extraordinary contributions to the arts.

Dr. Jeff Kissel, Arts Commission Chair, and members of the Richland Arts Commission were in attendance to present both awards. Davin Diaz, founder of DrewBoy Creative, was the recipient of the Contributions in Support of the Arts Award for an organization.

Dr. Kissel listed DrewBoy Creative's numerous accomplishments since it began operating in Richland in 2015. Mr. Diaz acknowledged the support he has received from various individuals.

Dr. Kissel presented Luke Ray with the Individual Award for Contributions in Support of the Arts. Dr. Kissel shared that Mr. Ray has been instrumental in creating the Uptown Plaza's second Saturday Art Walk. Dr. Jeff Kissel then listed some of Mr. Ray's accomplishments and involvements within the arts community. Mr. Ray thanked individuals for their support.

Lastly, Dr. Kissel announced that the Contributions in Support of the Arts Award is now located in Carol Woodruff Plaza.

Mayor Lukson thanked the Arts Commission for its service to the community.

5. United Way 2020 Census Presentation

LoAnn Ayers, President & CEO of United Way of Benton & Franklin Counties, provided a brief presentation on the 2020 Census which begins on March 12, 2020. Ms. Ayers emphasized the importance of making sure everyone in the City is counted, and elaborated on the impact it makes on the community. Both state and federal funding are driven by the results of the census. Ms. Ayers further shared stated that in 2010, Franklin County had a non-responsive rate of 31%, and Benton County had a non-responsive rate of 26.4%. Funding received would address critical issues that are faced by a growing community.

Ms. Ayers explained various ways one would be able to participate in the census count, and how to avoid fraud and scams.

6. Census Week Proclamation

Mayor Lukson presented LoAnn Ayers, President & CEO of United Way of Benton & Franklin Counties, with a Census Week Proclamation.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedure.

Cindi Anderson – 3121 Redhawk Drive, Richland, WA – Ms. Anderson stated that she

attended three different gatherings recently, and took those opportunities to describe the poor conditions of the animal shelter. She urged Council to keep its commitment and move forward without further delay with a new animal shelter.

Veronica Hanson-Pitkoff – 5310 W. 8th Ave., Kennewick – Ms. Hanson-Pitkoff thanked Council for listening to the concerns many have voiced about the animal shelter. She stated that she is looking forward to Mr. Ratkai's report, which will hopefully include a new design and location. She hopes that the new shelter will keep up with the growth of the Tri-Cities, and be a viable building for the next fifty years.

Candi Johns – Richland, WA – Ms. Johns stated that she has volunteered at the animal shelter for years, and has not seen any updates to the facility. Ms. Johns gave City Clerk Rogers a photo album to give to Councilmember Lemley, as he stated previously that he is not able to visit the shelter. Ms. Johns further welcomed Councilmember Lemley and anyone interested to view the photos. She thanked the Councilmembers for their time.

Tim Taylor – 462 Palm Drive, Richland, WA – Mr. Taylor stated that putting animals in the conditions they are in at shelter is the wrong thing to do, and urged Council to do the right thing. Mr. Taylor shared that he recently visited the shelter and had to launder his clothes afterwards because of the strong odors that lingered from his visit.

Elaine Getic – 548 Canyon Street, Richland, WA – Ms. Getic encouraged Council to give the animals a safe place to live until they find a permanent home.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Ordinances - First Reading

7. Ordinance No. 04-20, Amending Chapter 1.04 of the Richland Municipal Code related to Conduct of Council Business

Minutes

8. Approval of the Minutes from the February 18, 2020 City Council Meeting, the February 21, 2020 Council Retreat, and the February 25, 2020 Council Workshop

Ordinances - Second Reading & Passage

9. Ordinance No. 02-20, Amending the 2020 Budget to Increase Appropriations in the Water Fund

10. Ordinance No. 03-20, Amending Richland Municipal Code Section 2.04.125 related to the Selection Process for Council Appointments

Resolutions - Adoption

11. Resolution No. 36-20, Authorizing a Water Pipeline Oversizing Agreement
12. Resolution No. 37-20, Authorizing a Consultant Agreement with JUB Engineers, Inc. for Design of Clubhouse Lane and Utilities Improvements
13. Resolution No. 41-20, Authorizing an Award of Bid to Magnum Power, LLC for Rebid: Dock Crew - Miscellaneous Projects.
14. Resolution No. 42-20, Authorizing the Submittal of an Application to the Washington State Department of Transportation Safety Grant Program

Items - Approval

None.

Expenditures - Approval

15. Expenditures from February 10, 2020 - February 21, 2020 for \$9,226,946.66 including Check Nos. 276683-277094, Travel Check Nos. 19906-19911, Wire Nos. 8016-8032, Payroll Check Nos. 161680-162225, and Payroll Wire/ACH Nos. 11384-11400.

Items of Business

Resolution No. 38-20, Authorizing a Facility Use Agreement with Tri-Cities Girls Fastpitch Softball Association.

Councilmember Christensen declared that he has been an officer of the Association for the last three decades, and will abstain from participating and voting on the proposed agreement.

Parks & Public Facilities Director Schiessl provided background information relating to creation of the proposed facility use agreement with Tri-Cities Girls Fastpitch Softball Association, including the fact that TCGFSA was supportive of the Agreement, and that the proposed FUA was on par with previous FUA's executed with Greater Richland Little League (GRLL), Richland National Little League (RNLL) and Richland Lacrosse.

COUNCILMEMBER THOMPSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO ADOPT RESOLUTION NO. 38-20, AUTHORIZING A FACILITY USE AGREEMENT WITH TRI-CITIES GIRLS FASTPITCH SOFTBALL ASSOCIATION. THE MOTION CARRIED 6-0. COUNCILMEMBER CHRISTENSEN ABSTAINED.

16. Resolution No. 39-20, Authorizing a Progressive Design-Build Agreement with DGR Grant Construction, Inc. to Design and Construct Public Safety Response Station Nos. 73 and 75

Parks & Public Facilities Director Schiessl announced that the City has been fortunate to continue to experience strong economic growth, and has become the third highest residential growth area in the State of Washington by county. This growth is attributed to Council's leadership, strategic planning, and thoughtful and deliberate decision-making.

Mr. Schiessl stated that the City currently operates four (4) fire stations, and is transitioning to incorporate police services into fire facilities as new facilities are constructed. During the 2020 budgeting process, Council approved capital improvement projects to replace current Station 73 in a new, more advantageous location a short distance away, and to build Station 75, which will be a new facility serving north-central Richland.

With construction of Station Nos. 73 and 75, the City will have a total of five (5) public facility response stations. The former Station 73 at Jadwin and McMurray will become surplus to the City's needs, and future decisions about the fate of that facility will need to be made.

As occurred with Station 74 and the new Richland City Hall, the City received authorization from the State to utilize progressive design-build, an alternative public works delivery method. DGR Grant Construction, a Richland-based company, best met the City's procurement requirements. ClearGov, a new tool recently procured by the City, will be launched on the website to allow public access to City projects, including budget information, project management information, project descriptions and timelines.

Fire Chief Huntington and Police Chief Bruce were present during Mr. Schiessl's presentation. The two chiefs represent both branches of public safety for the City of Richland, and are significant contributors to the project's development and ultimate success.

COUNCILMEMBER LEMLEY MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO ADOPT RESOLUTION NO. 39-20, AUTHORIZING A PROGRESSIVE DESIGN-BUILD AGREEMENT WITH DGR GRANT CONSTRUCTION, INC. TO DESIGN AND CONSTRUCT PUBLIC SAFETY RESPONSE STATION NOS. 73 AND 75. THE MOTION CARRIED 7-0.

Reports and Comments

City Manager

None.

City Council

Given recent concerns regarding the coronavirus, Mayor Pro Tem Kent encouraged citizens to look out for one another by being educated and staying informed. Safety of families and neighbors is paramount.

Councilmember Lemley stated that he was encouraged that a local company was awarded the bid for Station Nos. 73 and 75.

Councilmember Thompson reflected on recent discussions about roundabouts, bridges, and efforts to influence policy at the state level regarding transportation. Councilmember Thompson asked to receive information if a plan has been developed of which he is not aware. Regarding coronavirus, Councilmember Thompson advised people to seek out balanced information and make informed decisions.

Mayor

Mayor Lukson thanked everyone for attending the meeting. Mayor Lukson encouraged citizens to continue to review Council's agenda because meeting times will soon change to 6:00 p.m.

Adjournment

Mayor Lukson adjourned the meeting at 8:10 p.m.

APPROVED:

ATTESTED:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Ordinances - First Reading

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Subject:

Ordinance No. 05-20, Amending the 2020 Budget in the General Fund, Park Project Construction Fund and Park Reserve Fund

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

05-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 05-20, amending the 2020 Budget in the General Fund, Park Project Construction Fund and Park Reserve Fund.

Summary:

Ordinance No. 05-20 accomplishes five (5) budget actions that allow Police Services and Parks & Public Facilities to enhance performance and deliver effective services to Richland citizens.

Parks & Public Facilities is seeking two budget adjustments. One request is to appropriate funds from the Park Reserve Fund in support of Phase II of the Badger Mountain Steps project in Trailhead Park. Funding in the amount of \$72,956 will be appropriated to the Park Project Construction Fund to complete construction of new steps to access the popular hiking opportunity at Badger Mountain/Benton County Centennial Preserve. In addition, \$5,000 is requested from the Park Reserve Fund to the General Fund to assist the Richland Seniors Association's effort to compliment the Richland Community Center with new furniture for public use.

Richland Police Services is seeking three budget adjustments. Two involve acceptance and appropriation of funds from outside entities, namely the Seattle Police Department, who is passing through \$28,000 in federal funds to RPD, and the U.S. Government, who recently awarded RPD with a federal seizure award in the amount of \$96,668 for collaborative work on a SERICAC case. Through Ordinance No. 05-20, these funds will be accepted and appropriated in the General Fund for RPD's use.

The third budget adjustment sought by RPD is to outfit the RPD Shooting Range with internet capability. RPD is fortunate to have a premier range and classroom facility. Internet access is essential to instructing a class and maintaining the operational ability of the target system. Adding connectivity to the range classroom facility and target turning equipment will allow RPD staff to continue to enhance their skills and abilities. RPD requests \$18,000 be appropriated from the Police Reserve Training Fund to the General Fund to complete this facility upgrade. Staff recommends approval of Ordinance No. 05-20 for first reading, by title only.

Fiscal Impact:

The Park Reserve Fund and Police Training Reserve Fund have sufficient funds to support the requested budget adjustments as detailed in Ordinance No. 05-20.

Attachments:

I. Ordinance No. 05-20

ORDINANCE NO. 05-20

AN ORDINANCE of the City of Richland accepting funding awards and amending the 2020 Budget to provide for additional appropriations in the City's General Fund, Park Project Construction Fund and Park Reserve Fund.

WHEREAS, on November 19, 2019, Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, this Ordinance No. 05-20 will address five (5) separate budget amendments necessary to deliver effective and efficient service to Richland citizens; and

WHEREAS, the first budget amendment addressed by this Ordinance No. 05-20 concerns Trailhead Park and the Capital Improvement Plan (CIP) project known as the Badger Mountain Steps within a portion of Trailhead park; and

WHEREAS, the City owns and operates Trailhead Park; and

WHEREAS, Trailhead park serves as a primary entrance to the Benton County Centennial Preserve and receives approximately 225,000 annual visits; and

WHEREAS, in 2019, the City initiated an approved CIP project known as the Badger Mountain Steps to replace stairs within a portion of Trailhead Park; and

WHEREAS, the 2019 project replaced approximately two-thirds of the total stairs needed (Phase I); and

WHEREAS, additional revenue is needed in 2020 to complete the project; and

WHEREAS, Phase II of the project has been designed, and competitive quotes have been received. The low quote for the project is \$60,796 including Washington State Sales Tax; and

WHEREAS, the total estimated project cost is \$72,956, which includes a 20% contingency; and

WHEREAS, no funds were appropriated in the Park Project Construction Fund to complete Phase II of the 2019 Badger Mountain Steps project; and

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

WHEREAS, the second budget amendment addressed by this Ordinance No. 05-20 concerns an increase in General Fund appropriations from the Park Reserve Fund; and

WHEREAS, on September 5, 2017, City Council adopted Resolution No. 156-17 authorizing the City Manager to enter into 2017 Park Partnership Program grant agreements; and

WHEREAS, Resolution No. 156-17 awarded \$5,000 to the Richland Seniors Association (RSA) to fund replacement of certain public furniture in the Richland Community Center; and

WHEREAS, due to administrative challenges, the RSA was unable to timely perform under the 2017 grant agreement; and

WHEREAS, the RSA is now able to execute the project to benefit the Richland Community Center under a new grant agreement subject to Council approval; and

WHEREAS, no funds were appropriated in the 2020 Budget to complete RSA's 2017 project; and

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

WHEREAS, the third budget amendment addressed by this Ordinance No. 05-20 concerns an increase in General Fund appropriations from the Richland Police Reserve Training Fund; and

WHEREAS, the Richland Police Range is in need of internet capability at the Richland Police Range building; and

WHEREAS, when the 2020 Budget was approved, no funds were appropriated in the General Fund for installation of internet capability at the Richland Police Range building; and

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

WHEREAS, the fourth budget amendment addressed by this Ordinance No. 05-20 concerns an increase in General Fund appropriations from receipt of Seattle Police Department federal pass-through funds; and

WHEREAS, the Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force; and

WHEREAS, the Seattle Police Department receives funding to support investigations and prosecution of ICAC crimes, and shares this funding with participating Task Force members such as the Richland Police Department to further the mission of the Task Force; and

WHEREAS, the Seattle Police Department will provide \$28,000 in federal pass-through funds to RPD for initial funding of a wellness program for RPD's ICAC detectives; and

WHEREAS, through this Ordinance No. 05-20, funds received from Seattle Police Department are accepted by the City of Richland and will be appropriated to the General Fund for RPD's use; and

WHEREAS, the fifth budget amendment addressed by this Ordinance No. 05-20 concerns an increase in General Fund appropriations from receipt of a federal seizure award; and

WHEREAS, on February 18, 2020, Richland Police Department was presented with a federal seizure award in the amount of \$96,668 for collaborative work with the City of Kennewick and the FBI in the Southeast Regional Internet Crimes Against Children (SERICAC) Task Force; and

WHEREAS, through this Ordinance No. 05-20, the funds received pursuant to the federal seizure award are accepted by the City of Richland and appropriated to the General Fund for RPD's use; and

WHEREAS, on March 17, 2020, a duly advertised public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations in the City's Park Reserve Fund and General Fund from beginning fund balance.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2020 Budget was approved.

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

Section 3. Funds Accepted. Funds awarded to the City of Richland from the Seattle Police Department and the U.S. Government are hereby accepted and will be appropriated as identified herein for use by the Richland Police Department.

Section 4. Amendment of the 2020 Budget. The 2020 Budget is hereby amended to provide additional appropriations in the Park Project Construction Fund, Park Reserve Fund and General Fund as follows:

Park Project Construction Fund

Current Appropriation:	\$ 3,340,000
Increase in Appropriation:	\$ 72,956
Amended Appropriation:	\$ 3,412,956

Park Reserve Fund

Current Appropriation: \$ 919,405
Increase in Appropriation: \$ 77,956
Amended Appropriation: \$ 992,361

General Fund

Current Appropriation: \$ 61,110,117
Increase in Appropriation: \$ 5,000 - Funds for Park Partnership Program
\$ 18,000 - Funds for Internet Capability
\$ 28,000 - Funds from SPD for ICAC
\$ 96,668 - Funds from Seizure Award
Amended Appropriation: \$ 61,257,785

Section 5. Staff is authorized to execute documents necessary to activate the federal pass-through funds from the Seattle Police Department as identified herein.

Section 6. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 7. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 06-20, Amending Richland Municipal Code Section 2.16.010 related to Planning Commission Membership

Department:
City Attorney

Ordinance/Resolution Number:
06-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 06-20, amending Richland Municipal Code Section 2.16.010 related to Planning Commission membership.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practice, eliminate ambiguity, or reconcile conflict with state and/or federal law. At a recent City Council workshop, Council discussed its desire to ensure consistency across various boards, commissions and committees by establishing terms of no more than four (4) years where possible. Currently, the terms for the City's various boards, commissions and committees are four (4) years in duration or less except for the Planning Commission, Board of Adjustment, and Richland Library Board of Trustees.

Staff has reviewed the status of the three BCCs with terms longer than 4 years. The 5-year terms of the Richland Library Board of Trustees are established by state law and cannot be modified by local legislative action. Further, given the scope of the Board of Adjustment, 5-year terms are appropriate. However, the City has the discretion, under RCW 35.63.030, to establish terms for Planning Commission members at either four (4) or six (6) years. To do so, this housekeeping action is necessary to modify the Planning Commission terms of membership from six (6) years to four (4) years in the Richland Municipal Code.

Staff recommends approval of Ordinance No. 06-20 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 06-20

ORDINANCE NO. 06-20

AN ORDINANCE of the City of Richland amending Section 2.16.010 of the Richland Municipal Code related to Planning Commission membership.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practice, eliminate ambiguity, or reconcile conflict with state and/or federal law; and

WHEREAS, at a recent City Council workshop, Council discussed its desire to ensure consistency across various boards, commissions and committees by establishing terms of no more than four (4) years where possible; and

WHEREAS, terms for the City's various boards, commissions and committees are four (4) years in duration or less except for the City of Richland's Planning Commission, Board of Adjustment, and Richland Library Board of Trustees; and

WHEREAS, the 5-year terms of the Richland Library Board of Trustees are established by state law and cannot be modified by local legislative action; and

WHEREAS, the Board of Adjustment's scope is limited such that 5-year terms are appropriate; and

WHEREAS, the City has the discretion, under RCW 35.63.030, to establish terms for Planning Commission members at either four (4) or six (6) years; and

WHEREAS, a code amendment is necessary to modify the Planning Commission terms of membership from six (6) years to four (4) years in the Richland Municipal Code.

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

Section 1. Richland Municipal Code Section 2.16.020, entitled Planning commission created – Membership, as first enacted by Ordinance No. 23, and last amended by Ordinance No. 54-18, is hereby modified as follows:

2.16.010 Planning commission created – Membership.

There is created a planning commission (hereinafter referred to as the "commission") composed of seven members appointed by the city council. Members shall serve staggered ~~six~~ four-year terms and until their successors are appointed and confirmed. General requirements of participation on the planning commission include:

A. General knowledge of the council's community priorities;

B. A strong desire to be involved with land use development on behalf of the city of Richland;

C. The following backgrounds are desirable: urban planning, architecture, transportation, civil engineering, geology, or economic development;

D. Participation in community activities and time availability will also be considered.

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 ____ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 07-20, Amending Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees

Department:

City Attorney

Ordinance/Resolution Number:

07-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 07-20, amending Richland Municipal Code Section 2.04.110 of the Richland Municipal Code related to Term Limits for Boards, Commissions and Committees.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practice, eliminate ambiguity, or reconcile conflict with state and/or federal law.

At a recent City Council workshop, Council discussed its desire to retain for itself the discretion to extend the membership of volunteers on the City's various boards, commissions and committees beyond the 12-year term limit imposed by the Richland Municipal Code. The decision to waive the term limit for any particular member would occur in an open public meeting based on majority vote of the councilmembers present.

This code amendment will allow the City to retain the institutional knowledge and dedicated service of volunteers whose participation greatly enhances the City of Richland.

Staff recommends approval of Ordinance No. 07-20 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 07-20

ORDINANCE NO. 07-20

AN ORDINANCE of the City of Richland amending Section 2.04.110 of the Richland Municipal Code related to term limits.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practice, eliminate ambiguity, or reconcile conflict with state and/or federal law; and

WHEREAS, at a recent City Council workshop, Council discussed its desire to eliminate the one-time waiver provision found in RCW 2.04.110.

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

Section 1. Richland Municipal Code Section 2.04.110, entitled Boards, commissions and committees, as first enacted by Ordinance No. 125, and last amended by Ordinance No. 11-19, is hereby modified as follows:

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. 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. ~~for one term.~~ 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 physically 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.

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

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

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

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 04-20, Amending Chapter 1.01 of the Richland Municipal Code related to Conduct of Council Business

Department:
City Attorney

Ordinance/Resolution Number:
04-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 04-20, amending Chapter 1.04 of the Richland Municipal Code related to Conduct of Council Business.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguity, remedy conflict with state or federal law, and bring the code into alignment with current practices.

The start time for regular city council meetings is codified in RMC 1.01.011 as 7:30 p.m. At a recent retreat, Council expressed a desire to change the start time of regular council meetings from 7:30 p.m. to 6:00 p.m. This shift in start time will allow for increased work/life balance for all meeting participants, and brings Richland into closer alignment with neighboring agencies: Kennewick City Council (6:30 p.m.); Pasco City Council (7:00 p.m.); West Richland City Council (6:00 p.m.).

In addition to modifying the start time, a few other housekeeping amendments to Chapter 1.01 RCW are warranted to clarify processes, reflect current practices, and eliminate potential conflict with state law.

Staff recommends approval of Ordinance No. 04-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. ORD 04-20 Amending Chapter 1.01.docx

ORDINANCE NO. 04-20

AN ORDINANCE of the City of Richland amending Chapter 1.01 of the Richland Municipal Code related to Conduct of Council Business.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguity, remedy conflict with state or federal law, and bring the code into alignment with current practices; and

WHEREAS, at a recent retreat, Council expressed a desire to change the start time of regular council meetings from 7:30 p.m. to 6:00 p.m.; and

WHEREAS, other housekeeping amendments to Chapter 1.01 RCW are warranted to clarify processes, reflect current practices, and eliminate potential conflict with state law.

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

Section 1. Chapter 1.01 of the Richland Municipal Code, entitled Conduct of Council Business, as first enacted by Ordinance No. 37-91, and last modified by Ordinance No. 14-14, is hereby amended to read as follows:

Chapter 1.01 CONDUCT OF COUNCIL BUSINESS

Sections:

- 1.01.000 Purpose.**
- 1.01.010 Meeting to be open.**
- 1.01.011 Regular meetings.**
- 1.01.012 Special meetings.**
- 1.01.013 Workshop sessions.**
- 1.01.014 Public hearings.**
- 1.01.022 Parliamentary guide.**
- 1.01.023 Presiding officer.**
- 1.01.024 City clerk.**
- 1.01.025 Members speaking.**
- 1.01.026 Nonmember speaking.**
- 1.01.027 Adoption of ordinances and resolutions.**
- 1.01.028 Interruptions – Procedures.**
- 1.01.029 Attendance of officers.**
- 1.01.030 Executive sessions.**
- 1.01.040 Travel.**
- 1.01.050 Holding office positions in outside organizations.**
- 1.01.055 Repealed.**
- 1.01.060 Repealed.**

1.01.065 Repealed.

1.01.070 Repealed.

1.01.000 Purpose.

A new chapter of the Richland Municipal Code is being created to organize and codify ordinances which pertain to the operation and conduct of the Richland city council. This chapter is prepared to codify information which has been the subject matter of resolutions previously passed by the Richland city council. This chapter will provide a basis for codification of subsequent ordinances relating to the conduct of council business.

1.01.010 Meeting to be open.

All meetings of the city council shall be open and public and all persons shall be permitted to attend any meeting of the council except as otherwise provided in this chapter.

1.01.011 Regular meetings.

The regular meetings of the city council shall be held the first and third Tuesday evenings of the month, commencing at the hour of ~~7:30~~ 6:00 p.m., in the council chamber at the City Hall. Executive sessions and/or work sessions may be scheduled pursuant to Chapter 42.30 RCW ~~RMC-1.01.012~~. In the event that the regular meeting falls on a legal holiday, then the regular meeting shall be held on the next succeeding day; provided, however, that the council, by affirmative vote of at least four (4) members thereof, may, upon good cause being shown, not less than seven (7) days prior thereto, reschedule a regular meeting, with appropriate notice as may be provided by law. The city manager or ~~his or her~~ designee ~~shall~~ will review the agenda with the mayor and one other councilmember, as determined on a rotating basis, prior to the agenda being finalized. The agenda ~~shall~~ will be made available ~~not later than 5:00 p.m. of~~ on the preceding Friday, and after publication, no other subject may be acted upon except by consent of a majority of those members present at the meeting to which the agenda pertains. A councilmember who wishes to add an item to the agenda during a meeting shall prior to approval of the agenda by motion, verbally ~~orally~~ request that the chairperson add the item to council business or other appropriate agenda section. The chairperson will then call for a vote to ascertain if a majority of the members present consent to including the item. ~~Councilmembers shall submit items to be included on the agenda not later than 5:00 p.m. the Tuesday preceding the regular meeting date. Meeting agendas and public hearing notices shall be published as required by state law. A summary of the business items to be discussed shall be published on the city website and the cable TV community calendar as well as posted on the administrative building notice board and at the city library. Public hearing notices shall be published in the newspaper on the Sunday preceding the hearing unless otherwise specified by law.~~

1.01.012 Special and emergency special meetings.

Special meetings and emergency special meetings shall be called as provided for in Chapter 42.30 RCW, the Open Public Meetings Act, as it now exists or is hereafter amended.

~~The city clerk shall call special meetings of the council upon the written request of the mayor or a majority of councilmembers, or by agreement of council at a prior meeting.~~

~~Notice of any such special meeting shall be given to members of council by delivering personally, electronically or by mailing written notices to each member of the council.~~

~~Notice shall likewise be given to each local newspaper of general circulation and to each local radio or television station which has on file with the city a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally, electronically or by the mail at least 24 hours before the time of such meeting as specified in the notice. Notice to the public shall be "prominently displayed" at the main entrance of the Richland City Hall and at the meeting site if the meeting will not be held at the City Hall, and posted on the city's website. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken by the council on any other matter at such meetings.~~

~~The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property, or the likelihood of such injury or damage, when time requirement of such notice would make notice impractical and increase the likelihood of such injury or damage. An emergency meeting must, nevertheless, be open to the public.~~

1.01.013 Workshop sessions.

A workshop session shall be defined as a special meeting and shall be held on the fourth Tuesday of the month at 6:00 p.m.; in the council chamber; at the City Hall. The workshop agenda will be determined based on the business needs of the agency. ~~The order of business, agenda adjustment, and related matters for workshop sessions shall be as determined by concurrence of the attending councilmembers.~~ The council recognizes that a workshop session involving four or more of its members constitutes a meeting within the purview of the Open Public Meetings Act and, therefore, requires notice as provided under Chapter 42.30 RCW. in RMC 1.01.012. ~~Recognizing also that final disposition may only be taken on an item of business specified in such notice, the council in the interest of maintaining an atmosphere of informality during such sessions, so as to encourage the free and open flow of discussion or ideas, unhampered by the pressure of decision-making, declares it to be their policy that final disposition not usually be taken on any matter at a workshop session.~~ The primary purpose of workshop sessions is to provide council, ~~staff, and invited parties~~ an opportunity to discuss matters in detail. The policy of city council is to avoid taking final disposition on any matter at a workshop session. Workshop sessions are not intended to serve as public hearings. ~~While public comment may be allowed as time permits, it will generally be limited to the end of the workshop session.~~

1.01.014 Public hearings.

The city council shall hold public hearings on matters that ~~the~~ council or staff determines to be of significant public concern, and for matters for which the law requires public hearings as part of the decision-making process. All public hearings shall comply with the notice and timing requirements prescribed by state law.

1.01.022 Parliamentary guide.

Robert's Rules of Order shall govern contested decisions arising from points of order.

A. Votes on Questions. Each member present shall vote on all questions put to the city council except on matters in which the member s participation would violate the city's code of ethics for public officials (Chapter 2.26 RMC) or the state's code of conduct for municipal officers (Chapter 42.23 RCW). ~~has financial interest~~ or on matters of a quasi-judicial nature where such councilmember deems it appropriate to ~~that he or she~~ disqualify himself or herself pursuant to the appearance of fairness doctrine.

1.01.023 Presiding officer.

The mayor, or in ~~his~~ the mayor's absence, the mayor pro tempore, shall be the presiding officer of the city council. In the absence of both the mayor and the mayor pro tempore, the city council may select a temporary presiding officer.

It shall be the duty of the presiding officer to:

- A. Call the meeting to order.
- B. Keep the meeting to its order of business.
- C. Control discussion in an orderly manner:
 - 1. Giving every councilmember, who so wishes, a chance to speak~~;~~
 - 2. Permitting audience participation at appropriate times~~;~~
 - 3. Requiring all speakers to speak to the question and to observe the rules of order.

The presiding officer shall decide all questions of order, subject to the right of appeal to the council by any member.

1.01.024 City clerk.

The city clerk, or an authorized deputy clerk, shall attend all meetings of the city council, unless excused by the city manager. The city clerk shall keep a journal of all proceedings and enter in the journal the yeases and noes taken on all ordinances scheduled for adoption and on any other questions when desired by any member of the city council. The city clerk shall arrange for publication in the official newspaper the titles of all enacted ordinances and such resolutions, orders, notices, petitions and other instruments as the city council may direct.

1.01.025 Members speaking.

Any time a councilmember has continuously spoken for 15 minutes, the presiding officer shall instruct such member that in the event he continues to hold the floor for an additional five minutes he shall be subject to mandatory relinquishment of the floor at the discretion of the council. At the conclusion of an additional five-minute period any councilmember

may, by motion, move that the speaking member be required to relinquish the floor, and such motion shall carry if two-thirds of the members present favor such motion. In the event such motion is carried, the affected member shall thereafter be limited to not more than five minutes' speaking time on the same subject during the same meeting.

1.01.026 Non-member speaking.

No person, not a member of the city council, shall be allowed to address the city council while it is in session without the permission of the presiding officer or majority of councilmembers present.

1.01.027 Adoption of ordinances and resolutions.

The city council shall not adopt any ordinance or resolution except in a meeting open to the public and then only at a meeting, the date of which is fixed as provided in this chapter, or at a meeting of which notice has been given according to the provisions of this chapter. Any action taken at meetings failing to comply with the provisions of this chapter shall be null and void.

1.01.028 Interruptions – Procedures.

In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting infeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, a majority of the members of council present may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene in another location selected by majority vote of the members present. In such a session final disposition may be taken only on matters appearing on the agenda. Representatives of the press or news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the council from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

1.01.029 Attendance of officers.

The city manager shall attend all meetings of city council unless excused by the mayor or a majority of the city council. The city manager is responsible for instructing, ~~when required by the city council, shall instruct any~~ other city officers or employees to attend meetings of the city council ~~and to remain for such time as the city council may direct~~.

1.01.030 Executive sessions.

The council may hold executive sessions during a regular or special meeting to consider matters specifically enumerated in RCW 42.30.110 as it is currently written or as it may hereafter be amended, as well as to consider sensitive areas of legal advice, particularly with reference to pending or contemplated litigation, settlement offers and similar matters; provided, however, that nothing contained herein shall prohibit the council from considering, in closed session, the strategy or position to be taken during the course of any collective bargaining, professional negotiations, grievance, or mediation proceedings or reviewing the proposals made in such negotiations or proceedings while in progress, nor shall it prevent the council from considering, in closed session, those additional items

recognized by the Washington State Legislature in RCW 42.30.140 as it is currently written or as it may hereafter be amended, as being inapplicable to the requirement of an open public meeting. The council may exclude any particular councilmember from an executive session if such individual councilmember has a clear conflict of interest with respect to a question under consideration. Items discussed in executive session, because of their confidential nature, will not be disclosed in any manner to members of the media or discussed with any person other than councilmembers or persons in attendance at executive session.

Violation of this section will be discussed at the next regular meeting of the council and shall subject any councilmember found to be in violation to potential censure by the city council as a whole.

1.01.040 Travel.

City council travel which requires either an overnight stay or the use of commercial transportation to travel outside of Washington State requires prior city council approval. This approval can be obtained, either by council action or a telephone poll conducted through or by the city manager's office. If the latter procedure is utilized, council will ratify the approval given at its ~~it shall be reflected in the communications section of the~~ next city council meeting ~~information packet~~. City council travel within the state of Washington or to the Portland, Oregon, ~~urbanized~~ area and which does not require an overnight stay does not require prior city council approval.

1.01.050 Holding office positions in outside organizations.

Councilmembers who seek appointment or run for office in regional, state, national or international organizations where the possibility exists that they may be required to attend meetings outside ~~our~~ the local area at city expense shall obtain council approval prior to accepting an appointment or seeking an office in the outside organization.

1.01.055 Notification.

Repealed by Ord. 26-11.

1.01.060 Reasonable maximum expenditure.

Repealed by Ord. 26-11.

1.01.065 Monitoring of campaign expenditures.

Repealed by Ord. 26-11.

1.01.070 Publication.

Repealed by Ord. 26-11.

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 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: March 22, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 40-20, Authorizing a Consultant Agreement with DOWL, LLC for the Street Lighting Retrofit and Standards Project

Department:
Public Works

Ordinance/Resolution Number:
40-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 40-20, authorizing the City Manager to sign and execute a consultant agreement with DOWL, LLC for the street lighting retrofit and standards project.

Summary:

The City owns and operates a system of street lights intended to enhance community safety. The system has developed over the City's history using various standards resulting in a variety of lighting technologies and lighting levels within public rights of way.

In recent years, Light Emitting Diode (LED) lighting technology has emerged as the least cost, highest efficiency technology available, leading to several communities retrofitting their lighting systems to utilize LED technology.

The City of Richland adopted LED street lighting standards in 2014 and began applying the standards to all new street light construction. In the last few years, staff has also begun installing LED fixtures as maintenance replacements to existing non-LED fixtures. At this time, approximately 80% of the roughly 6,000 street lights owned by the City are non-LED technology. The City would experience significant cost savings and performance improvements by retrofitting all remaining non-LED street lights to LED.

The 2020 Budget included funding for an engineering study to update the City's street lighting standards and create a plan to retrofit the existing system to LED technology. Staff conducted a competitive Request for Qualifications, and received five (5) consultant responses. DOWL, LLC was selected as the most qualified vendor to complete the retrofit and standards update.

A scope of work and budget have been negotiated with DOWL, LLC. Staff recommends adoption of Resolution No. 40-20.

Fiscal Impact:

The 2020 budget includes \$90,000 in funding to hire a consultant to update street light standards and to plan a system retrofit to LED street lights fixtures. The proposed consultant contract has a not-to-exceed cost of \$89,930.

Attachments:

1. Resolution No. 40-20
2. Street Lighting Retrofit & Standards - DOWL - Draft Agreement

RESOLUTION NO. 40-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with DOWL, LLC for the Street Lighting Retrofit and Standards project.

WHEREAS, the City owns and operates a system of street lights intended to enhance community safety; and

WHEREAS, the City's street lighting system has been developed using various standards resulting in a variety of lighting technologies and lighting levels within public rights-of-way; and

WHEREAS, Light Emitting Diode (LED) lighting technology has emerged in recent years as the least cost, highest efficiency technology available; and

WHEREAS, the cost savings available by using LED technology have resulted in many communities retrofitting their lighting systems to utilize LED technology; and

WHEREAS, the City of Richland adopted LED street lighting standards in 2014, and began applying the standards to all new street light construction; and

WHEREAS, in the last few years, the City started to install LED fixtures as maintenance replacements to existing non-LED fixtures; and

WHEREAS, currently, approximately eighty percent (80%) of the approximately 6,000 street lights owned by the City are non-LED technology; and

WHEREAS, LED technology is continuing to evolve with higher efficiency fixtures available on a yearly basis; and

WHEREAS, the City would realize significant cost savings and performance improvements by retrofitting all remaining non-LED street lights to LED; and

WHEREAS, in the absence of prescriptive federal and state street lighting standards, many communities establish context-specific local standards for street lighting; and

WHEREAS, the proposed retrofit of the City's entire street lighting system provides a unique opportunity to consider local context-specific standard features in Richland; and

WHEREAS, the 2020 budget included funding for an engineering study to update the City's street lighting standards, and to create a plan to retrofit the existing system to LED technology; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted, in compliance with the City's purchasing policies, to solicit the services of a consulting engineering firm to assist in creating an overall model of the City's street light system, reviewing and updating the City's street lighting standards, and creating the LED retrofit project plan; and

WHEREAS, the City received five (5) responses to the RFQ; and

WHEREAS, DOWL, LLC presented as the most qualified vendor to complete the retrofit and standards update; and

WHEREAS, a scope of work and budget has been negotiated with DOWL, LLC; and

WHEREAS, the City's best interests are served by executing a contract to procure engineering consulting services for the street lighting retrofit and standards update.

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 DOWL, LLC to complete the City's street lighting retrofit and standards update.

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 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Street Lighting Retrofit and Standards

This Agreement is entered into this _____ day of March, 2020 ("Effective Date") by and between the **City of Richland** ("City"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **DOWL, LLC** ("Consultant"), a Washington limited liability company with service at 707 W Main Avenue, Suite B1, Spokane, WA 99201,. **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 # 20-0004
 4. ☒ Exhibit B: Solicitation No. RFQ # 20-0004 proposal response submitted by Consultant dated January 23, 2020.
 5. ☐ Additional Documents – n/a.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2020.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2020.

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 **Eighty-Nine Thousand Nine Hundred Thirty (\$89,930.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or

other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within

thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Darren Murata, P.E.
Name of Firm: DOWL, LLC
Address: 707 W. Maine Ave, Ste. B1
Address: Spokane, WA 99201
Email: dmurata@dowl.com
Phone Number: (425) 406-7129
Fax Number: n/a

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.

(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, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

See Attached

Draft

SCOPE OF WORK

DOWL Consultant Services

Street Lighting Retrofit and Standards - City of Richland

I. Project Description.....	2
II. Project Schedule	2
III. Definitions/Abbreviations	2
IV. Tasks & Descriptions	2
Task 1.0 – Project Management	2
Task 2.0 – Street Lighting Policy Update.....	3
Deliverables: Draft Street Lighting Policy, Final Street Lighting Policy	3
Task 3.0 – Street Lighting Material Specification	3
Deliverables: Street Lighting Templates, Street Lighting Material Specification.....	4
Task 4.0 – LED Retrofit Plan	4
Deliverables: Draft LED Retrofit Plan, Final LED Retrofit Plan	4

I. PROJECT DESCRIPTION

The Street Lighting Retrofit and Standards project will develop a comprehensive street lighting policy for the City of Richland that addresses recommended light levels for all street classifications and gives guidance on the City's lighting intent. The existing street lighting material specification will be updated based on lighting analysis templates that fit each defined context and an LED retrofit plan will provide the City with a plan to replace existing high pressure sodium lighting fixtures with LED fixtures and to consider options for funding updates to existing lighting systems to achieve alignment with the new street lighting policy and material specification.

II. PROJECT SCHEDULE

Key project schedule dates are as follows:

- March – Project NTP, Kick-off Meeting
 - Consultant and Sub to attend in person
- April 8th - Planning Commission Workshop (City to present)
 - Consultant and Sub to attend in person
- April 28th - Council Workshop (City to present)
- May 5th – May 18th Neighborhood Correlated Color Temperature (CCT) demonstration
 - Consultant and Sub to attend in person May 5th-6th
- May 8th – May 18th - Webpage Survey
- May 29th – Draft Street Lighting Policy
- Early June - Final Street Lighting Policy, Draft Street Lighting Material Specification and Templates
 - Includes in person progress meeting attended by Consultant
- Late June - Final Street Lighting Material Specification and Templates, Draft LED Retrofit Plan
- July - Final LED Retrofit Plan
- July 22nd - Planning Commission Regular Meeting
 - Consultant and Sub to present in person
- August 4th - Council Regular Meeting
 - Consultant to present in person

III. DEFINITIONS/ABBREVIATIONS

Project: Street Lighting Retrofit and Standards – City of Richland

Consultant: DOWL

City: City of Richland

Sub: Sub-Consultant; Global Transportation Engineers

Project Team: Consists of the City, Consultant, and Sub

IV. TASKS & DESCRIPTIONS

Task 1.0 – Project Management

This task involves developing a detailed project management plan and schedule, which will outline objectives of the project, and establish clear communication channels between members of the project team and other departments, agencies and stakeholder groups.

Brief monthly progress reports will accompany invoices to summarize the work performed during the reporting period.

The Consultant shall coordinate and attend project meetings with the Project Team and as requested by the City. It is anticipated that no more than six (6) in person meetings will be needed. The Consultant will prepare Agenda's, record and distribute meeting minutes to the Project Team and track Action Items from each meeting. The work to prepare, track and distribute meeting agendas, minutes and action items for all project meetings, will fall under this task.

Task 2.0 – Street Lighting Policy Update

Under this task consultant will develop a comprehensive update to the City's 2014 Street Lighting Standards Summary. Consultant will facilitate discussions with the City that cover major areas of lighting policy and present options to City staff. Final decisions will be documented and included in the street lighting policy update. This effort will include, but not be limited to:

- Review of national street lighting guidelines (IES RP-8-18, FHWA Lighting Handbook, and AASHTO Roadway Lighting Design Guide). Document City's preferred lighting standard for all roadways based on functional classification and land use.
- Discussion and documentation of City policy regarding a reduced residential lighting standard
- Discussion and documentation of City policy regarding off-street bicycle and pedestrian path lighting.
- Evening demonstration of 3,000K vs 4,000K CCT white light for City consideration
 - Demonstration will consist of a maximum four (4) manufacturers, providing 2-3 luminaires of each desired CCT as samples. Luminaires will be installed by City forces and remain for 30-days before returning fixtures to manufacturers.
 - Locations for each luminaire will be determined in advance by the project team.
- Evaluate demonstration results (website survey conducted by City staff) and make recommendations to the City.
- Presentation on street lighting control options and their utility.
- Documentation of draft and final street lighting policy with inclusion of finalized street lighting material specification as an appendix.

The following assumptions are related to this task:

- City to provide GIS layers including current zoning, light locations, and roadway functional classifications
- City will provide all background documentation such as the 2014 Street Lighting Standards Summary, Street Lighting Material Specification, etc.
- Installation of luminaires for CCT demonstration will be completed by City forces.
- City to provide public outreach and a webpage survey of the CCT lighting demonstration.

Deliverables: Draft Street Lighting Policy, Final Street Lighting Policy

Task 3.0 – Street Lighting Material Specification

This task includes the development of street lighting templates and a material specification consistent with the City's preferred lighting standard for each context outlined in the street lighting policy. The Consultant and Sub will facilitate discussions with the City that cover product selection criteria for the luminaire and light pole standard such as mounting height, mast arm length, and light distribution. This effort will include, but not be limited to:

- AGi Lighting Analysis of standard street lighting templates per the planned street lighting policy
 - We assume a maximum of 15 finalized street lighting templates
 - Principal Arterial (maximum 3 land use contexts)
 - Minor Arterial (maximum 3 land use contexts)
 - Major Collector (maximum 3 land use contexts)

- Minor Collector/Local Street
- Local Street (Single frontage)
- Rural Street
- Cul-de-sac (maximum of 3 design types)
- Development of a performance criteria matrix for evaluation and selection of approved street lighting materials.
- Documentation of draft and final street lighting material specification.
- Recommendation on future updates to the material specifications based on industry trends.

Deliverables: *Street Lighting Templates, Street Lighting Material Specification*

Task 4.0 – LED Retrofit Plan

This task will document options the City may use to implement the street lighting policy and material specification outlined in Task 2.0 and Task 3.0. Consultant will utilize the City's GIS layer and lighting inventory documents of existing light locations to define the scope of work and total cost estimate for replacing existing high pressure fixtures with the appropriate LED fixture. The scope of work shall include an engineering scope to prepare the retrofit project for contracted implementation or alternatively for a self-performed retrofit project by City Energy Services staff. The scope shall take into account the various methods of existing streetlight mounting (i.e. different pole types, standalone streetlight poles and utility pole mounted lights). The scope shall also include the recommended deployment of a monitoring and control system. If the City's existing system documentation is deficient in some respects for the consultant's work the consultant shall assist the City in defining the scope of data collection necessary to improve the project planning work. The consultant shall also conduct a series of database queries meant to identify roadway segments that could be over/under lit based on the approved street lighting policy. Once identified, these locations will be used to estimate the level of effort and cost required to achieve overall compliance with the desired lighting coverage.

Consultant will document potential funding sources and delivery methods for the LED retrofit, and estimate the level of cost and effort required with each option.

Deliverables: *Draft LED Retrofit Plan, Final LED Retrofit Plan*



Project: Street Lighting Retrofit and Standards

Client: City of Richland

Project or Contract #: 2038.15052.01

3/10/2020

Prepared By:

A. Miles

Reviewed By:

D. Murata

Summary

Phase Name	Task		Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
			Hours	Cost			
Project Management	1	Project Management	38	\$ 6,890.00	\$ 532.00	\$ -	\$ 7,422.00
	☒ T&M ☐ Lump Sum ☐ Other	Subtotal	38	\$ 6,890.00	\$ 532.00	\$ -	\$ 7,422.00
Street Lighting Policy Update	1	Draft Street Lighting Policy	142	\$ 17,230.00	\$ 1,464.00	\$ 3,750.00	\$ 22,444.00
	2	Final Street Lighting Policy	34	\$ 4,190.00	\$ -	\$ 1,250.00	\$ 5,440.00
	☒ T&M ☐ Lump Sum ☐ Other	Subtotal	176	\$ 21,420.00	\$ 1,464.00	\$ 5,000.00	\$ 27,884.00
Street Lighting Material Specification	1	Street Lighting Templates	16	\$ 2,800.00	\$ -	\$ 15,000.00	\$ 17,800.00
	2	Street Lighting Material Specification Update	30	\$ 3,830.00	\$ -	\$ -	\$ 3,830.00
	3		-	\$ -	\$ -	\$ -	\$ -
	☒ T&M ☐ Lump Sum ☐ Other	Subtotal	46	\$ 6,630.00	\$ -	\$ 15,000.00	\$ 21,630.00
LED Retrofit Plan	1	Draft LED Retrofit Plan	182	\$ 21,030.00	\$ -	\$ 4,500.00	\$ 25,530.00
	2	Final LED Retrofit Plan	42	\$ 4,950.00	\$ 1,264.00	\$ 1,250.00	\$ 7,464.00
	☒ T&M ☐ Lump Sum ☐ Other	Subtotal	224	\$ 25,980.00	\$ 1,264.00	\$ 5,750.00	\$ 32,994.00
TOTAL			484	\$ 60,920.00	\$ 3,260.00	\$ 25,750.00	\$ 89,930.00



REQUEST FOR QUALIFICATIONS (RFQ)

City of Richland, Washington

RFQ NUMBER	20-0004	
RFQ TITLE	Street Lighting Retrofit and Standards	
DATE ISSUED	December 22, 2019	
PURPOSE	The City of Richland is soliciting statements of qualifications for developing a street light retrofit project plan and updating the City's street lighting standards.	
DEADLINE FOR SUBMISSIONS	3:00 P.M. Pacific Local Time January 23, 2020 Late submittals will not be accepted.	
PRE-SUBMITTAL CONFERENCE	There is no pre-submittal conference for this solicitation.	
LAST DATE TO SUBMIT QUESTIONS	The last date to submit questions regarding this RFQ is January 16, 2020, at 3:00 p.m. Pacific Local Time.	
DIRECT ALL INQUIRIES TO	BUYER	Irma Bottineau
	BUYER	Barb Raney
	EMAIL	purchasing@ci.richland.wa.us
	PHONE NO.	(509) 942-7710
REQUIRED NO. OF COPIES	Submit (1) one original electronic submission	
ELECTRONIC SUBMITTAL	All required documentation shall be submitted online at www.publicpurchase.com . See section 4.2 Electronic Submittal for detailed instructions.	
RESULTS OF SUBMITTALS RECEIVED	A list of submittals received will be posted to Public Purchase shortly after the due date and time. Submittals will remain confidential until the City makes a decision on an award.	

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SECTION	TITLE	PAGE NUMBER
	RFQ Cover Page	i
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III	Evaluation and Selection Process	4
IV	Submittal Requirements	6
V	Standard Terms and Conditions	8
VI	Additional Terms and Conditions	11
ATTACHMENT	TITLE	PAGE NUMBER
A	RFQ Signature Form and Addendum Acknowledgement <i>(1 page)</i>	13
B	City of Richland Sample Contract <i>(9 pages)</i>	14

CITY OF RICHLAND

REQUEST FOR QUALIFICATIONS

RFQ No. 20-0004 – Street Lighting Retrofit and Standards

SUBMITTALS DUE: January 23, 2020, 3:00 p.m., EXACTLY, Pacific Local Time

Public notice is hereby given that the City of Richland, Washington has issued the above solicitation for developing a street light retrofit project plan and updating the City's street lighting standards. Detailed information and the submittal documents are available at www.publicpurchase.com, under City of Richland, Washington designated webpage.

Contact Public Purchase directly if unable to access documents online at support@publicpurchase.com. Online Chat is available from 7:00 a.m. to 4:00 p.m. MT at www.publicpurchase.com top left corner. If unable to reach Public Purchase, contact the City Purchasing Division at 509-942-7710.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

Published:

Sunday, December, 22, 2019 Tri-City Herald

Cathleen Koch
Administrative Services Director

SECTION I PROJECT OVERVIEW

1.1 Intent

The purpose of this Request for Statement of Qualifications is to solicit responses from interested consultants for developing a street light retrofit project plan and updating the City's street lighting standards.

1.2 Background

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 283,830). Richland is the third largest City with 56,850 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service city composed of ten departments, with a budget of \$305 million, of which roughly, \$61 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, water and waste water utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center.
- C. The City has a staff of approximately 517 full/part-time employees with an additional seasonal flux of up to 50. More than 75% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks Department.
- D. The Public Works Department is responsible for design and implementation of street lighting standards for the City of Richland. Maintenance and repairs are administered through an interdepartmental agreement with the City's Energy Services Department.
- E. The City implemented Light Emitting Diode (LED) street lighting standards back in 2014 and are continuing to install LEDs in developing areas and for maintenance replacements.
- F. The City is seeking to create an LED retrofit project plan and update the City's street lighting standards for three purposes: 1) update the luminaire specifications for standard street lighting to conform with updated vendor models and specified lighting levels; 2) identify a technically supportable reduced lighting standard for use in residential districts; and 3) assist the City in selecting decorative street and pedestrian lighting standards that can be applied to new development in the waterfront district and several other target areas where the City desires to support upgraded appearance of street lighting.

1.3 Consultant Experience

- A. The City is seeking a consultant or consultant team with experience in:
 - 1. Conversion of High Pressure Sodium (HPS) or Metal Halide (MH) lighting to Light Emitting Diode (LED) luminaires.
 - 2. Street lighting technology and industry standards for public streets and use districts such as residential, commercial, industrial and waterfront.
 - 3. Decorative lighting and pedestrian lighting standards.

1.4 RFQ Solicitation Schedule

Tentative Schedule	
Task	Date
RFQ Issued	December 22, 2019
RFQ Pre-Submittal Meeting (if applicable)	None Scheduled
Deadline for Questions by Interested Parties	January 16, 2020, 3:00 PM Pacific Location Time
RFQ Due Date	January 23, 2020, 3:00 PM Pacific Local Time
*Evaluation and Selection	January 23, 2020, – January 31, 2020
*Interviews / Presentations, if required	TBD
*Estimated Date of Intent to Award	February, 2020
*Estimated Date of Council Award	February, 2020
*Estimated Date of Notice to Proceed	March, 2020
*Target Date for Completion of all Work	August, 2020

NOTE: Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

END OF SECTION

SECTION 2 SCOPE OF WORK

2.1 Project Description

The scope of work for this project includes, but not limited to, the following:

- A. Create an overall model of the City's street light system:
 - 1. Using AGI32, model the City's street light system to evaluate recommended lighting levels.
 - 2. Identify locations for additional poles or increased light wattage along major roadway corridors.
 - 3. Identify locations for elimination of poles or reduced light wattage along major roadway corridors.
- B. Review and update the City's street lighting standards:
 - 1. Review current lighting recommendations (based on roadway classifications) against other industry methods such as use districts or zones.
 - 2. Review and update the City's luminaire specifications to conform to current vendor models and specified lighting levels
 - 3. Assist the City in selection of a color spectrum specification for LED lighting in various applications.
 - 4. Identify and technically support a reduced lighting standard for use in residential districts.
 - 5. Assist the City in selecting a decorative street and pedestrian lighting standard that can be applied to new development in the waterfront district and other target areas where the City desires to support upgraded appearance of street lighting.
- C. Create an LED retrofit project plan:
 - 1. Create an overall plan and cost estimate to convert the existing street lights over to LED.
 - 2. The plan should assess available funding sources for the retrofit project.
 - 3. The plan should assess project delivery models.
 - 4. The plan should address the feasibility of addressing existing lighting systems that don't deliver lighting conforming to the City's adopted lighting standard.
 - 5. The plan should assess system control technologies, including leveraging the City-owned fiber network and communication system deployed for automated metering and/or traffic signal control

2.2 City Provided Services / Resources

For this project, the City will provide the following:

- A. GIS data showing existing street light system, street classifications and zoning.

2.3 Suggested Improvements

When preparing the submittal, responders are encouraged to suggest improvements to the scope of work that would provide the City with a successful outcome of the project.

2.4 Funding and Cost

Choose one of the following:

It is anticipated that the contract compensation will be on a time and materials basis with a not to exceed maximum amount of \$90,000.

END OF SECTION

SECTION 3 EVALUATION AND SELECTION PROCESS

3.1 Evaluation Criteria

Submittals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Organization and Completeness of Submittal Response	10
Project Approach and Schedule a. Methodology b. Work Plan	30
Firm's Experience a. Firm's Relevant Experience b. Assigned Project Team c. Technical Skills	30
Similar Projects/References a. Past Performance	30
Maximum Written Points	100
Interview / Presentations, if needed	50
Total Maximum Points	150

3.2 Determining Selection

- A. Qualifications will be the basis from which interested individuals or firms will be selected for interviews. The City will evaluate submittals using the criteria set forth in this RFQ.
- B. The City reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C. Following the City staff evaluation of the submittals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Team. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The City reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the City's Evaluation Team will determine the most qualified individual or firm based on all materials and information presented. The City will then begin negotiations for an agreement with the selected individual or firm.
- F. If the City is unable to reach an agreement with the most qualified individual or firm, the City may terminate negotiations and enter into negotiations with the next most qualified individual or firm, or the City may refrain from contracting with any respondent.
- G. Once the City reaches an agreement that the City finds acceptable, the City will issue an intent to award notification.
- H. The City shall have no obligation until a contract is executed between a Responder and the City. The City reserves the right to not award a contract if doing so is in the best interest of the City.
- I. No cost chargeable to the proposed contract may be incurred before a fully executed contract.

3.3 Responsible Consultant Criteria

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity

necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

3.4 Agreement/Contract

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful responder's submittal to same and the end result of negotiations will become Exhibit "A", Scope of Services in the agreement. A sample copy of the City's agreement is attached to this RFQ as Attachment A.

END OF SECTION

Draft

SECTION 4 SUBMITTAL REQUIREMENTS

4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

A. *Preface*

1. Attachment A – RFQ Signature Form and Addendum Acknowledgement
2. Most current Internal Revenue Service Form W-9

B. *Executive Summary* (Limit 4 pages)

1. Introduction of your organization
2. Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.
4. Refer to Section 6.1 Cooperative Purchasing.

C. *Project Approach and Schedule* (Limit 10 pages, excluding resumes)

1. **Work Plan:** Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. **Methodology:** This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. **Team Organization:** Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Responder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The City is seeking a well-balanced team featuring:
 - i. Breadth of expertise sufficient to accommodate Project needs.
 - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
 - iii. Organizational capacity to take on workload necessary for Project success.
 - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.
4. **Project Schedule:** Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
5. List any other information which may be helpful in determining your knowledge and experience for this service.

D. *Related Project Experience / References* (Limit 5 pages)

1. Describe recent, within the last five (5) years, directly related experience with Street Lighting LED Standards implementation. Past experience with LED Retrofitting is highly desired. Include the following:
 - i. Name of the client, address, email, telephone number and name of the project manager.
 - ii. Date(s) of the service, description of the work performed.
 - iii. Original time schedule and completed time schedule.
 - iv. Discuss if the project stayed within agreed upon budget.
2. Provide at least three (3) references. For each of the references provide the following:
 - i. Company Name

- ii. Contact name and title, address, email and phone number
 - iii. Description of services provided
 - iv. Timeframe of services provided
3. The City reserves the right to contact any organization or individuals provided by the Responder or obtained by the City.

4.2 Electronic Submittal

- A. Submittals shall be submitted electronically through the Public Purchase website. Submittals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 1. Responders must be registered with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Public Purchase Website](#) for instructions to register.
 2. Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.
 3. If you have any questions on how to respond to electronic submittals, contact vendor support at [www.publicpurchase.com](#) through Live Chat in the upper left corner of the webpage or email [support@publicpurchase.com](#). Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittals shall be limited to the documents specified in the RFQ document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFQ.
 1. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the bid closing date and time for submittal.
 2. **The City is unable to verify if a submittal has been successfully uploaded in Public Purchase.** The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the City until after the due date and time.
 3. Responders can check their submission by returning to the home page of Public Purchase. The submittal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR BID TO THE CITY.**
 4. The Public Purchase website will not allow submittals to be uploaded after the due date and time established. Responders accept all risks for uploading their submission by the established due date and time.
- C. If a Responder uploads a file to Public Purchase, it is the Responder’s responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., the City may disqualify the Responder’s submission.

END OF SECTION

SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City agrees to pay all State of Washington sales or use tax. The City is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City shall pass to the City upon City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to deliver as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City. The acceptance by the City of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.
13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City warrant, check or EFT.
16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City.

17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** Contractor 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 in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City shall pay Contractor for goods delivered and accepted. (iii) The City may terminate this Purchase Order/Contract at any time if City fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).
27. **ANTI-TRUST:** Contractor and the City recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City, therefore, Contractor hereby assigns to the City any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records".
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City.
30. **RIGHT TO AUDIT:** The City reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.

31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City under this Purchase Order/Contract.
32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. Richland City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

END OF SECTION

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

This section is a supplement to the Standard Terms and Conditions. If there is a conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

6.1 Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

6.2 Insurance

Insurance is required as stated in Attachment B – Sample City of Richland Contract.

6.3 Prohibition on Advanced Payments

- A. The City does not accept requests for early payment, down payment or partial payment prior to services being delivered.

6.4 Administration

This Contract is between the City and the Consultant who shall be responsible for providing the services described herein. The City is not party to defining the division of work between the Consultant and its Subcontractors. The Consultant represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to provide the services hereunder.

6.5 Contract Amendments

- A. No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City.
- B. The City reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; extend the contract to include optional terms.
- C. Cost or Price Analysis may be required by the City for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the City.

6.6 Force Majeure

- A. The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Consultant ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination. Whenever a force majeure event causes the Consultant to allocate limited resources between or among the Consultant's customers, the City shall receive no less priority in respect to such allocation than any of the Consultant's other customers.

6.7 Conflicts of Interest and Non-Competitive Practices

- A. By entering into this contract, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the services required under this contract.

- B. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Consultant take immediate action to eliminate the conflict up to and including termination.
- C. By entering into this contract, the Consultant represents that no persons except as designated by Consultant shall be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Consultant or any of its agents; employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

6.8 Non-Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

END OF SECTION



City of Richland

Solicitation
Number:
RFQ 20-0004

Attachment A RFQ Signature Form and Addendum Acknowledgement

Street Lighting Retrofit and Standards

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: _____ through _____.

Respectfully submitted this _____ day of _____, 20____.

Name of Firm: _____

Address: _____

Signature: _____

Name (Print): _____

Title: _____

Email: _____ Phone: _____

Attachment B – Sample City of Richland Contract



AGREEMENT BETWEEN CITY AND CONSULTANT

Project/Purpose Reference

This Agreement is entered into this **day** day of **month**, **year** ("Effective Date") by and between the **City of Richland** ("City"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **business name** ("**Consultant**"), a **business entity type** with service at **registered address**. **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. **Contract #**
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. **RFP/RFQ #**
 4. ☐ Exhibit B: Solicitation No. **RFP/RFQ #** proposal response submitted by Consultant dated **date**.
 5. ☐ Additional Documents – **Identify by name**.

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 **date**.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on **date**.

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 **written dollar amount (\$0.00)**, including all fees and those reimbursable expenses listed in Exhibit A.

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

5. INDEPENDENT CONTRACTOR

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

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its

creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter “public records”) may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City’s request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City’s decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant’s sole expense. City shall neither aid nor interfere with Consultant’s request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

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

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only

to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name:	Click here to enter text.
Name of Firm:	Click here to enter text.
Address:	Click here to enter text.
Address:	Click here to enter text.
Email:	Click here to enter text.
Phone Number:	Click here to enter text.
Fax Number:	Click here to enter text.

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.

(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, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Toni Fulton, Acting Deputy City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Draft



STREET LIGHTING RETROFIT AND STANDARDS

RFQ No: 20-0004

Proposal for:

City of Richland

Irma Bottineau and Barb Raney
625 Swift Boulevard
Richland, WA 99352

Prepared by:

DOWL

Adam Miles, PE – Project Manager
707 W Main Ave, Suite B1
Spokane, WA 99201

January 23, 2020



City of Richland

Exhibit B
Solicitation
Number:
RFQ 20-0004

Attachment A **RFQ Signature Form and Addendum Acknowledgement**

Street Lighting Retrofit and Standards

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: N/A through _____.

Respectfully submitted this 23rd day of January, 2020.

Name of Firm: DOWL, LLC

Address: 707 W Main Ave, Suite B1, Spokane, WA 99201

Signature: 

Name (Print): Darren Murata, PE

Title: Principal-in-Charge/Sr. Project Manager

Email: dmurata@dowl.com

Phone: 425.406.7129

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DOWL, LLC	
	2 Business name/disregarded entity name, if different from above DOWL	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 4041 B Street	Requester's name and address (optional)
	6 City, state, and ZIP code Anchorage, Alaska 99503	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	2		0	1	6	6	3	0	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ August 13, 2019
------------------	----------------------------	-------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

B. EXECUTIVE SUMMARY

B1. ORGANIZATION INTRODUCTION

DOWL is a multi-disciplinary consulting firm that has been providing engineering and related services for more than 55 years. DOWL maintains in-house expertise in transportation/traffic engineering and planning; civil, structural, and utilities engineering; landscape architecture; land surveying; hydrology and hydraulics; Geographic Information Systems; construction administration and inspection services; public involvement; master planning; and environmental services and permitting.

DOWL is nearly 450 employees strong and has a solid western U.S. regional presence, including Washington offices in Spokane, Vancouver, Seattle, and Redmond.

SUBCONSULTANT: GLOBAL TRANSPORTATION ENGINEERING

For the City of Richland's (City) Street Lighting Retrofit and Standards project, we are proud to partner with Global Transportation Engineering (GTEng).



Founded in 2015, GTEng specializes in transportation planning and engineering services. The firm's two founders are professional engineers with a combined experience of more than 35 years with responsibilities and experience in project development and management in Oregon and Washington. GTEng specializes in services for roadway lighting; traffic signal design and operations; roundabout design; signing; striping; traffic signal communications; fiber optic communications; ITS design; pedestrian and bike facility studies and design; development of implementation plans for new sustainable technologies; and master planning.



Environmental & Land Development

- Environmental
- Land Use Planning
- Survey and Mapping

Water Resources

- Water Supply and Wastewater
- Drainage and River Systems
- Dams and Irrigation

Bridge, Structural, & Marine

- Bridge
- Structural
- Marine

Transportation

- Transportation Engineering
- Aviation Planning and Design
- Transportation Planning and Traffic Engineering

Civil Engineering

- Commercial and Industrial

Geo-Construction

- Geosciences
- Construction Engineering and Inspection
- Project Management and Owner's Representation

B2. EXPERTISE AND OVERVIEW OF CONSULTANT TEAM

The core of our proposed team is **DOWL's Adam Miles, PE**, and **GTEng's Dana Beckwith, PE**, whose working relationship extends back a decade. Together and independently, they have led street lighting projects and policy around the Pacific Northwest and expanded the leading edge of lighting policy and implementation. Both Dana and Adam have been featured presenters at Illuminating Engineering Society (IES) and U.S. Department of Energy conferences related to street lighting and lighting controls.

Adam and Dana were previously colleagues at a traffic and transportation engineering firm where they effectively guided municipalities and agencies through complex lighting

policy decisions, designs, and implementation programs. Subsequently, Adam joined the City of Spokane as a traffic engineer, where he directly guided lighting policy and projects, and Dana founded GTEng and continued to work as a consultant on lighting work around the Northwest, becoming one of the region's foremost experts.

In short, **Adam and Dana are among the region's leading lighting experts**, and the challenges faced by the City and its street lighting network drove them to pursue this opportunity, where their expertise is uniquely suited to providing cost-effective and functional lighting policy and implementation guidance.

Adam Miles will lead the DOWL team as project manager and will use the process summarized below to accomplish the following three goals:

- 1. Review and update current street lighting policy recommendations**
- 2. Update the City's street lighting material specification**
- 3. Create a Light-Emitting Diode (LED) retrofit plan, in line with the updated policy recommendations and material specification**

The DOWL team will incorporate Dana's work with updating City's lighting standards summary and materials specification in 2014. This effort included the City's first effort to provide street lighting with LED luminaire alternatives. Since then, the City has maintained an informal replacement program for existing luminaires in the intervening years.

Adam and Dana will build off this work to achieve the stated project goals, covered in greater detail in Section C: Project Approach and Schedule.

PROJECT APPROACH SUMMARY

1. Street Lighting Policy Update

The DOWL team will lead development of a comprehensive street lighting policy that addresses recommended light levels for all street classifications and gives guidance on the City's lighting intent, starting with a review of the *2014 Richland Lighting Standards Summary*. Leveraging Dana Beckwith's experience with this document's development, the team will work with the City to develop a comprehensive street lighting policy organized around contexts that consider lighting performance and aesthetics (luminaire type, brightness, color, etc.).

For lighting performance, our plan will be consistent with the most recent national guidance from IES, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO). Performance will also take into consideration the long-term maintenance and management of the entire lighting system through the use of lighting control solutions. The DOWL team has experience with a variety of lighting control systems and understands the benefits and limitations these may provide in a real-world implementation.

In addition to lighting performance, the aesthetic of light can be adapted to fit different use cases. The DOWL team will work with City staff to craft the lighting policy around a set of lit environments (residential, major roadway, waterfront district, etc.) that encompasses the complete user experience for all modes of transportation.

2. Street Lighting Material Specification

Next, the DOWL team will use lighting analysis software to generate typical roadway sections that fit each context defined in the street lighting policy. The mounting heights, arm lengths, and light distributions used will inform the product selection process. DOWL will evaluate existing light levels to determine the appropriate LED luminaire upgrade needed to meet City standards and limit the need for additional lighting. During development, the team will consider product lines currently used by the City and those used in neighboring jurisdictions through a weighted decision matrix that prioritizes the City's desired performance metrics, which can include elements such as estimated hours of operation, glare, power consumption, and more. Once the City's preferences are incorporated, the matrix will determine the top three luminaires for each design context.

3. LED Retrofit Plan

Finally, the DOWL team will develop a plan for retrofit of the LED fixtures that implements the accepted street lighting policy and material specification, based on the City's Geographic Information System (GIS) layer of existing light locations. From this data set, a series of database queries will identify over- or underlit roadway segments and intersections as specified in the new policy recommendations. The City will be able to use this information to estimate the effort and funding needed to comply with the street lighting policy. The final retrofit plan will include an assessment of potential financing mechanisms, delivery methods, and an estimate of the effort required for each.

B3. OFFICE LOCATION

DOWL will provide project services from our Spokane, Washington, office, with additional support coming from our Redmond, Washington, and Anchorage, Alaska, offices.

DOWL

707 W. Main Ave, Suite B1
Spokane, WA 99201
509.362.0065 | 800.478.3695

GTEng is based in Portland, Oregon.

B4. COOPERATIVE PURCHASING

DOWL understands that other governmental agencies may desire to purchase services under the terms of this agreement and that if other agencies access DOWL services under these terms, the City would not bear any responsibilities with services provided to other governmental agencies.

C. PROJECT APPROACH AND SCHEDULE

INTRODUCTION

The City owns both the electrical service and public works role in providing street lighting on and along public streets in the City. Both the Public Works Department and Energy Services Department play key roles in the development and service of the street lighting network. The street lighting system owned, maintained, and energized by the City consists of 5,346 streetlights. Of this, the city lists 920 as LED luminaires and the remaining as a mixture of High Pressure Sodium (HPS) or Metal Halide (MH) luminaires.

In 2014, the City solicited assistance in the development of roadway lighting standards that incorporated LED luminaire alternatives. Dana Beckwith led the consultant effort on this project and a material specification for street lighting was subsequently approved in March 2015. This enabled informal replacement of existing luminaires with LED fixtures over the last four to five years and has guided lighting analysis for new developments within the City.

A City-funded LED replacement program that simply swaps an existing luminaire for its new LED counterpart would cost approximately \$500,000 to \$700,000 in the product procurement alone. The ability for the City to examine the existing assets and determine where overlap or under-lit areas are could yield significant savings in addition to the base LED conversion. For this reason a comprehensive project that examines each aspect of the lighting system and how they affect each other is necessary.

The DOWL team has structured our proposed approach and schedule around the desired outcomes expressed in the City's Request for Qualifications (RFQ). Details of our plan are related in the following section.

C1. WORK PLAN

Project Understanding

Achieving a successful project outcome starts with an effective approach and a clear, collaborative understanding of the existing street lighting condition and outstanding issues to be addressed. The City has identified three areas of need in the draft scope:

1. **Review and update current street lighting policy recommendations**
2. **Update the City's street lighting material specification**
3. **Create an LED retrofit plan, in line with the updated policy recommendations and material specification**



Different context calls for different lighting: Modern, highway, residential, historical

1. Street Lighting Policy Update

How citizens perceive the lit environment around them can have drastically different impacts based on location, environmental factors, and their mode of transportation. The light pole, luminaire, correlated color temperature, mounting height, and light levels should be balanced for several different contexts to provide the City flexibility in how it approaches lighting the public right-of-way. An urban downtown could evoke a more pedestrian friendly setting with a warmer 3,000K Correlated Color Temperature (CCT), lower mounting height, and a decorative pole/fixture. Conversely, a suburban commercial corridor with minimal pedestrian activity could prioritize basic roadway lighting coverage with higher mounting heights, greater pole spacing, and 4,000K CCT consistent with research indicating improved sight distance characteristics. In either case, users should have clear, illuminated sight distances and pedestrians should be lit in positive contrast as much as possible with adequate vertical illuminance.

A comprehensive street lighting policy addresses not only the recommended light levels associated with different street classifications, but also gives guidance on the City's lighting intent in different areas or districts of the City. The same recommended light level can be achieved using numerous approaches. Having a versatile lighting policy that guides City-initiated or developer-led projects ensures a cohesive citizen experience.

In the proposed scope, the City has highlighted the need for a review of the *2014 Richland Lighting Standards Summary*. This document was based on IES RP-8-14 and

largely organized around roadway classification. The DOWL team will incorporate Dana Beckwith's experience with this prior effort and work with the City to update their lighting standards into a comprehensive street lighting policy organized around distinct contexts (such as the waterfront district, major roadways, and residential areas) as well as the corresponding lighting performance and aesthetics (luminaire type, brightness, color, etc).

The DOWL plan will include updates to lighting performance consistent with the most recent national guidance (*IES RP-8-18, FHWA Lighting Handbook*, and the *AASHTO Roadway Lighting Design Guide*). This includes examination of a reduced residential lighting standard, such as intersection delineation lighting only.

Beyond individual roadways and light locations, performance of the City's entire lighting system will consider the long-term maintenance and management impacts to the Public Works and Energy Service Departments. For example, the City currently maintains the street lighting system through a complaint-based process. Lighting control solutions will be evaluated as part of the policy proposal for how they enable asset management and allow for enhanced lighting options. These options could allow the City to move from a complaint-based process to a proactive, tech-based process. This might include system-generated work orders, life-cycle planning and replacement, and adaptive street light dimming.

The DOWL team has experience with a variety of lighting control systems and understands the benefits and limitations these may provide in a real-world implementation. Adam Miles and Dana Beckwith have both evaluated and designed for lighting control systems in the past and will bring their experience and lessons learned to bear for the City's benefit.

Street Lighting Policy Deliverables

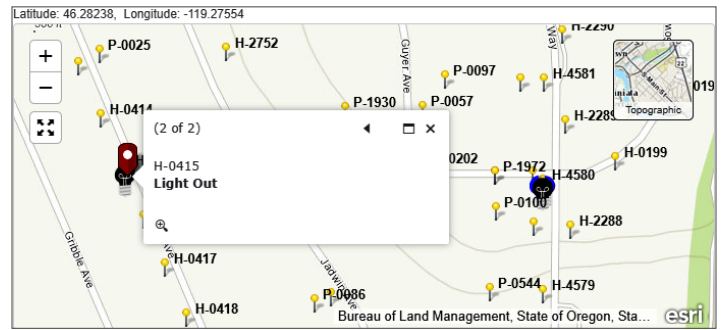
- Draft Street Lighting Policy
- Final Street Lighting Policy

Information Required from the City

- GIS Layers, including Zoning, Light Locations, And Roadway Classifications
- 2014 Street Lighting Standards Summary

2. Street Lighting Material Specification

After selecting the palate of contexts for design, the DOWL team will use lighting analysis software to generate typical roadway sections that fit each context. The mounting heights, arm lengths, and light distributions used will inform the product selection process.



The City's Street Light Issue Reporting System, showing a reported lighting issue

Arterial and collector level roadways have the highest concentration of motor vehicle, pedestrian, and bicycle interaction. They are also typically characterized by having the highest wattage lighting fixtures. The DOWL team will evaluate existing light levels along arterial and collector roadways to determine the appropriate LED luminaire upgrade to meet City light level standards. The evaluation shall consider meeting light level standards while minimizing new asset requirements and maximizing economic benefits both in energy efficiency and maintenance costs.

The City currently specifies three families of roadway lighting fixtures:

- American Electric's Autobahn series
- Leotek's Green Cobra series
- Cree's XSP series

All three of these families of products are considered mainstream industry alternatives and have various pros and cons. Washington State Department of Transportation (WSDOT) has also installed the Eaton Navion fixture along George Washington Way in multiple locations.

In addition to roadway lighting, decorative, and pedestrian lighting options will be examined for their lighting utility and daytime aesthetic. Multiple vendors will be engaged in this effort and options provided to the City for final selection.

For evaluation and selection of final material specification we recommend the use of a weighted decision matrix that prioritizes the City's desired performance metrics (estimated hours of operation, glare, power consumption, etc.) to determine the top three luminaires for each design context.

Pitfalls/Risks

In the DOWL team's experience, selection of aesthetic elements has shown the potential to impede forward progress on selecting a decorative lighting standard. The community's ability to quickly form a consensus around the desired district aesthetic elements is critical to maintaining project momentum. We strongly recommend

adding a community stakeholder to the product selection process to achieve buy-in without compromising the project schedule.

Street Lighting Material Specification Deliverables

- Draft Typical Street Lighting Templates
- Final Typical Street Lighting Templates
- Draft Street Lighting Material Specification
- Final Street Lighting Material Specification

Information Required from the City

- Current Street Light Materials Specification

3. LED Retrofit Plan

Finally, after completion of the City's street lighting policy and updates to the material specification an LED Retrofit Plan, DOWL can provide the City options for implementing the accepted street lighting policy and material specification.

Using the City's GIS layer of existing light locations a series of database queries can identify at a high level the roadway segments and intersections that could be over/under lit based on the policy recommendations. This can be used to estimate the level of effort required to achieve overall compliance with the street lighting policy. Further refinement and analysis of specific locations may be necessary, but this would be reserved for a contingency task based on the project need.

The final retrofit plan will include an assessment of potential financing mechanisms, delivery methods, and an estimate of the effort required for each.

LED Retrofit Plan Deliverables

- Draft Street Lighting Retrofit Plan
- Final Street Lighting Retrofit Plan
- *Contingency Task: Refined lighting analysis of specific City locations*

Information Required from the City

- Electrical Services Department Rate Schedules and Fees
- Public Works Department Budget Summary

C2. METHODOLOGY

Street lighting experience is only one part of delivering a successful project. The ability to keep the project on task and on schedule is equally as critical. As such, the creation and management of a detailed, agreed upon schedule, updated regularly, will ensure on-time milestones and work products for the development and preparation of all three final deliverables.

In addition, Adam and Dana have collaborated on dozens of projects over the last 10+ years throughout the Northwest, developing an efficient and tested working relationship that delivers high-quality results

on-time and on-budget. This team has successfully delivered projects of varying scope from traffic signal design in West Richland to on-call lighting design services for Portland General Electric.

DOWL actively uses the **Deltek Enterprise Management System** to manage staff resources locally and across offices and **Newforma® Project Center** to manage project information, files, and correspondence. Deltek provides us the ability to identify planned work hours at the individual staff person level on week-by-week basis. These tools assist the team in managing work tasks and supporting key staff with additional help if necessary to stay on schedule or adjust to new deadlines.

In addition to regular coordination meetings, short internal check-in meetings will be used to keep the project team on target for completing tasks. This provides for ongoing discussion on the status of tasks and any concerns with project deadlines and staying on schedule.

COMPLETING WORK PRODUCTS WITHIN THE PROJECT SCHEDULE

Work products will be completed on schedule through our team's diligent development of a complete understanding of the finalized scope and discussion/follow-up on the status of deliverables at regular coordination meetings. Adam will collaborate with Dana and DOWL's senior technical review teams to make sure timely reviews of deliverables are completed in time for delivery to City.

QUALITY PLAN

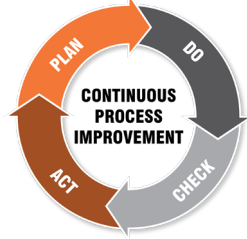
DOWL began its Operational Excellence (OpEx) initiative with a company-wide roll-out in the beginning of 2016. DOWL's OpEx initiative is focused on improved quality, improved project management, an enhanced client experience, and accountability throughout DOWL's



High Pressure Sodium light fixtures on George Washington Way, north of Williams Boulevard

organization. OpEx standardizes procedures across the company, and includes all aspects of how DOWL does business, down to the project and employee level.

DOWL's OpEx program follows a **Plan/Do/Check/Act** cycle, which ensures all project requirements are met through a transparent and quality-driven process.



Plan.

1. DOWL will prepare an internal Project Management Plan (PMP) that establishes the workflow, and reviews procedures, the communication plan, and protocol specific to the project.
2. Project Lead Consultant/Project Manager Adam Miles will use feedback from the City's project manager, our partners at GTEng, and fellow DOWL staff to plan and forecast workloads in Deltek project management software, and adjust staffing levels appropriately.
3. Junior staff will be included on the project for opportunities to continue cross-training their developing areas of expertise, allowing for budget efficiencies and optimization of workloads.

Do.

As mentioned previously, DOWL knows the City has developed lighting standards and material specifications in prior efforts. We also know the best way to build on those efforts is to reference them thoroughly before diving into anything new, and refresh ourselves frequently throughout the project. We will incorporate as much of the existing policy documents as possible in formation of the new street lighting policy to limit duplicated effort.

We will apply efficiencies, tools, and knowledge developed on previous DOWL projects toward this project. We have proposed experienced, qualified staff that are familiar with and adhere to established methods. This includes the development of appropriate agency standards for different design elements. For example, the possible use of Type IV lighting distributions on arterial corridors to provide asymmetric amounts of light onto the roadway instead of tilting the fixture and increasing skyglow.

Check.

OpEx requires all deliverables be checked by its originator and a fresh set of eyes, while regular project audits ensure compliance with DOWL policies and procedures. The team will follow all document checking requirements and welcome feedback from technical and cross-

discipline reviewers. We will proactively seek guidance from City staff if any areas of confusion are identified without resolution. This ensures that all documentation is compliant with internal and external requirements, and documentation is effectively managed for a smooth project delivery.

Some examples of reviews we typically perform for projects similar to the proposed Street Lighting Retrofit and Standards project include:

1. **Technical Review:** At a minimum, DOWL staff will evaluate deliverables for compliance with applicable codes, regulations, and national best practices; accuracy of calculations, models, and assumptions; proper section and detail referencing; spelling; constructability; legibility; and project requirements.
2. **Cross-Discipline Review:** On projects with multiple disciplines, this review resolves design conflicts between disciplines, and is performed after the aforementioned technical review(s).
3. **Senior Review:** A designated DOWL senior reviewer (in this case Principal-in-Charge Darren Murata, PE) confirms compliance with stated scope and budget controls to make sure work products align with specified deliverables.

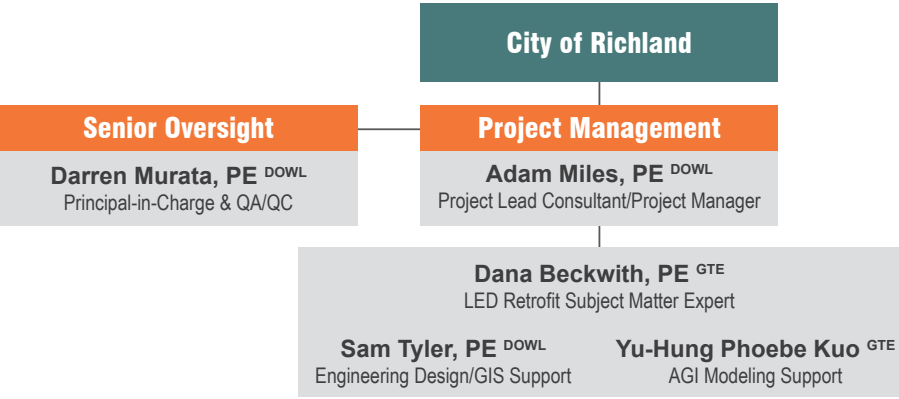
Act.

The final step in the OpEx cycle is to identify and implement course corrections in order to continuously improve quality and efficiency. Whenever workload imbalance is identified, Adam will adjust staffing or work with existing staff to rebalance workload such that all necessary work is completed efficiently. We have a solid history of planning work and pulling additional staff in when appropriate to meet project deadlines. Whenever a new or updated requirement is identified, our staff will communicate it to the rest of the team so that it does not fall through the cracks. Our team will solicit and be responsive to feedback from the City's project manager and other representatives so that corrective actions can be minimized or avoided altogether. We will promptly respond to interim review memos from quality assurance staff, and modify procedures as appropriate to prevent future items of non-compliance.

The outcome of following our OpEx procedures will provide the City with a quality set of deliverables. Within 14 days of Notice to Proceed (NTP), Adam will provide a copy of DOWL's OpEx PMP and Document Review procedure edited to include any City specifics needed.

C3. TEAM ORGANIZATION

To aid the City in the development of a street light retrofit project plan and updating the City’s street lighting standards, we are pleased to be able to present a team with the professional skills and capabilities necessary to develop workable, cost-effective solutions to the issues laid out in the RFQ. This team, led by Project Lead Consultant/Project Manager Adam Miles, PE, and Principal-in-Charge Darren Murata, PE, and including key subconsultant Global Transportation Engineering’s (GTEng) Dana Beckwith, PE, and Yu-Hung (Phoebe) Kuo (GTEng) has extensive lighting study and policy implementation experience.



Resumes of our proposed staff are included on the following pages.

Draft



Adam Miles, PE

DOWL | PROJECT LEAD CONSULTANT/PROJECT MANAGER

Adam is a traffic engineer with extensive experience on a wide range of transportation and infrastructure projects in the Northwest. He specializes in all elements of traffic engineering design including roadway signing, striping, temporary traffic control, illumination, and traffic signal design. He has experience with meeting multiple state and local agency standards as both a consultant and public servant. He recently presented pilot study findings at the national IES Street and Area Lighting Conference on the topic of Adaptive Roadway Lighting design and analysis. As a lead roadway and pedestrian lighting designer Adam has helped communities revitalize arterial corridors through improving the lit environment for all users.

Education

Master of Engineering
Civil Engineering
University of Idaho

Bachelor of Science
Civil Engineering
University of Idaho

Licenses

Professional Engineer
Washington #53449
Oregon #85648PE
Idaho #P-16073

Years of Experience
11

Professional

Affiliations

IES, Member

Time Commitments

Street Lighting
Retrofit and Standards
Project: 20%

Other Projects: 60-80%

Project Experience

City of Spokane – Street Lighting Guidelines, Spokane, Washington

Adam led the City of Spokane Streets Department through a six-month process to create a comprehensive Street Lighting Guidelines document. The guidelines addressed the City's need for clear lighting design metrics, a citizen streetlight request process, and consensus on the *when, where, what, and how* of street lighting design. While subsequently serving in the Streets Department, Adam implemented these guidelines on a regular basis during the design of capital improvement projects and handling of citizen requests.

Division Street Gateway, Spokane, Washington

As the lead lighting designer, Adam designed the roadway and pedestrian lighting for the most-traveled arterial corridor in downtown Spokane. His passion for using existing infrastructure in new, innovative ways led to a successful Smart City pilot of adaptive roadway lighting along the corridor. This was a first-in-the-nation pilot project that led to important takeaways for the City and lighting industry. The use of adaptive lighting allowed energy savings at night on the roadway without a detrimental impact to the pedestrian environment.

Wall Street Surface Improvements, Spokane, Washington

As the project lighting engineer, Adam designed pedestrian-scale and full-color decorative lighting for a downtown shared-use block. Project considerations included Fire Department access, pedestrian lighting performance criteria. This work included commissioning and programming two dozen light shows based on an annual schedule and designing a remote backhaul of the communication equipment that allowed for program modification from the Streets Department offices.

Seward Highway: O'Malley Road to Dimond Boulevard Reconstruction, Anchorage, Alaska

DOWL was responsible for the survey for design, environmental document support activities, environmental document reevaluation and permitting, hydrologic and hydraulic design, engineering investigations, design studies, public involvement, utility studies, traffic and safety analysis, erosion and sediment control plans, design reviews, design completion documentation, and assistance during construction. Adam led the lighting design effort, which included developing best practices for lighting configurations on a Diverging Diamond Interchange (DDI), which have not yet been included in the IES of North America's RP8 guidelines.

Murphy Corridor Improvements, Bend, Oregon

Adam is the lead street lighting engineer on this progressive design-build project corridor extension, focusing on providing adequate illumination for pedestrian and vehicle safety on two roundabouts. Additional project lighting elements include several pedestrian crossings, aesthetic and pedestrian-scale lighting for the structure over BNSF railway, and underdeck lighting for railway workers. His work also includes utility coordination for electrical service and existing facility relocations.



Sam Tyler, PE

DOWL | ENGINEERING DESIGN/GIS SUPPORT

Sam is a transportation engineer with eight years of experience in a variety of roadway project types and scales. Sam has been on a design engineer on several major infrastructure projects, including the Glenn-Muldoon Interchange. Sam has had additional training in highway design, Access Management, and AASHTO standards.

Project Experience

Juneau-Douglas Highway Resurface and Sidewalk, Juneau, Alaska

Sam led the signing and striping design, as well as illumination analysis for this ongoing project to extend the service life of 2.5 miles of the Juneau-Douglas Highway. The illumination analysis assessed existing luminaire placement throughout the corridor, identified deficiencies, and proposed a wide range of improvements to meet current industry best practices and Alaska Department of Transportation & Public Facilities standards. Aspects of this analysis included an assessment of retrofitting existing High-sodium fixtures to LED fixtures, modification of luminaire spacing, and a preliminary cost estimate of recommended improvements. Sam's attention to detail and communication with the project client assisted in right-sizing the eventual project design scope.

Seward Highway: O'Malley Road to Dimond Boulevard Reconstruction, Anchorage, Alaska

DOWL was responsible for the survey for design, environmental document support activities, environmental document reevaluation and permitting, hydrologic and hydraulic design, engineering investigations, design studies, public involvement, utility studies, traffic and safety analysis, erosion and sediment control plans, design reviews, design completion documentation, and assistance during construction. Sam provided modeling of the lighting design for preliminary design, including alternative analysis between continuous roadway lighting or partial interchange lighting.

Murphy Corridor Improvements, Bend, Oregon

Sam assisted the street lighting design effort through technical quality control (QC) of the lighting analyses and designs consistent with DOWL's OpEx procedures. This progressive design-build project focused on providing adequate illumination for pedestrian and vehicle safety on two roundabouts for the Murphy Road corridor extension from Brosterhous Road to 15th Street. Additional project lighting elements include several pedestrian crossings, aesthetic and pedestrian-scale lighting for the structure over BNSF railway, and underdeck lighting for railway workers. Work also includes utility coordination for electrical service and existing facility relocations.

Selawik Barge Landing Access Road, Selawik, Alaska

DOWL provided transportation engineering and design, and National Environmental Policy Act (NEPA) and other environmental services for this project to redesign the existing boardwalks on this barge landing, replacing them with wider ones meeting Americans with Disabilities Acts (ADA) standards. Sam was a lighting designer, assisting the client in the appropriate LED product selection and lighting analysis based on the desired need for additional lighting and an LED retrofit at the barge landing.

Glenn Highway and Muldoon Road Interchange (Diverging Diamond), Anchorage, Alaska

DOWL provided transportation engineering and design, landscape architecture, and NEPA and other services as the lead consultant for the replacement of the existing Glenn-Muldoon bridge with two three-lane bridges in an innovative Diverging Diamond configuration. The project will also increase pedestrian and bicyclist facilities, improve ditches and drainage, and relocate and construct utilities. Sam acted as the DOWL team's lighting design reviewer. He assessed subconsultant deliverables and ran them through DOWL's OpEx procedures for QCI. The lighting design was reviewed for consistency with agency design criteria as well as conflict with other civil design elements.

Education

Master of Science
Civil and
Environmental
Engineering
Utah State University

Bachelor of Science
Civil Engineering
Utah State University

Licenses

Professional Engineer
Alaska #127021

Certified Erosion and
Sediment Control
Lead

Years of Experience

8

Time Commitments

Street Lighting
Retrofit and Standards
Project: 20%

Other Projects: 60-
70%



Dana Beckwith, PE

GTEng | LED RETROFIT SUBJECT MATTER EXPERT

Dana is a founding principal of GTEng. He has supported agencies in the development of feasibility studies, update to standards and policies, provided public involvement support, developed payback evaluations and provided support for the conversion of roadway lighting systems to LED luminaires. Dana has supported the City on past lighting system evaluations. Dana understands the conversion process, possible barriers and opportunities that may exist to implementing lighting system. Dana enjoys the challenge of developing new concepts and working with clients to help them achieve their project goals.

Education

Master of Science
Transportation
Engineering
Oregon State
University

Bachelor of Science
Civil Engineering,
Oregon State
University

Licenses

Professional Engineer
Washington #39179
Oregon #53044
Idaho #12085

Professional Traffic
Operations Engineer
#2206

Years of Experience
24

Time Commitments

Street Lighting
Retrofit and Standards
Project: 10%

Other Projects: 80-
90%

Project Experience

City of Vancouver - LED Conversion, Vancouver, Washington

As project manager, Dana managed the photometric evaluation of City roadway cross-sections for update to their lighting standards to accommodate the use of LED luminaires. Based on the updated lighting standards, subsequent photometric analysis was conducted on several roadway cross-sections and manufacturers that was subsequently used in developing procurement specifications. Dana managed the development of a payback evaluation that identified the various electricity rate structures within the City, conversion costs, utility incentives and the ability for the City to fund a complete future system replacement.

City of Portland - Lighting Guidelines Update, Portland, Oregon

As project manager, Dana managed an update to the City's lighting guidelines policy. The update included lighting guidelines that are based on roadway functional class, vehicle speeds, vehicle volume, presence of bikes and parking. The guidelines include a set minimum standard that meet National IES guidelines with adjustment factors that can be applied to increase those levels when roadway characteristics warrant it. The policy update was approved by City Council and in use today.

Transportation Improvement Board (TIB) LED Feasibility Study, Statewide, Washington*

As project manager, Dana managed and assisted TIB in developing a feasibility study to assess implementing LED street lighting for small cities (populations under 5,000) throughout Washington State. The project included research and recommendations on seven locations for project implementation. The project included interviews with local agencies and their local utilities, field inventories and cataloging of systems utilizing mobile GPS units. Opportunities and barriers to LED lighting implementation, as well as funding options were researched. Ultimately, system upgrades were identified for six of the chosen implementation sites and replacement (construction) cost estimates developed. Dana worked with TIB staff and presented the results to the TIB board members for approval to implement at six sites. Plans, application-based specifications, and bidding documents were produced for each of the cities. Services were provided during the bidding process to review and document submittals and evaluate the best submittal based on quality of the product being supplied, capital cost and long-term operational costs. Construction services were provided throughout the conversion of each City.

Additional Project Experiences

- City of Hillsboro Lighting Dimming Protocol, OR, Project Manager
- City of Portland LED Conversion, OR, Project Manager
- Seattle City Lights Arterial Level Photometric Analysis, WA, Project Manager
- City of Portland Ornamental Efficiency Study, OR, Project Manager
- Seattle City Lights Residential LED Feasibility and Implementation Study, WA, Project Manager

** Denotes Dana's experience prior to founding GTE.*



Yu-Hung (Phoebe) Kuo

GTEng | AGI MODELING SUPPORT

Phoebe has been involved in several lighting analysis and design projects throughout Oregon. She has extensive experience analyzing roadway sections, intersections, freeways, roundabouts, tunnels, pedestrian facilities and crossings, bicycle facilities, and multi-use paths. Her lighting analysis for pedestrian crossings includes evaluation of average horizontal illuminance and minimum vertical illuminance. Phoebe has extensive knowledge of the AGi32 lighting design software used for lighting analysis. Her lighting project experience includes conducting field evaluations, selection of the appropriate luminaires for evaluation, evaluating light distribution, identifying light-loss factors, conducting lighting analysis, evaluating voltage drop calculations, coordination with agency staff and electrical utilities, and development of Plans, Specifications, and Estimate (PS&E) documents.

Education

Master of Science
Urban and Regional
Planning
University of
Michigan

Master of Science
Transportation
Engineering
National Taiwan
University

Bachelor of Science
Transportation
Technology and
Management
National Chiao Tung
University

Years of Experience

2

Time Commitments

Street Lighting
Retrofit and Standards
Project: 20%

Other Projects: 60-
70%

Selected Project Experiences

Oregon Department of Transportation (ODOT) Region 1 - LED Replacement Project, Oregon

Phoebe is assisting in the development of typical highway lighting templates to be used in the ODOT Region 1 LED Replacement Project. Lighting analysis templates include interstate freeways, freeway ramps, major intersections, and multi-use paths. Phoebe's review includes the identification of proposed luminaires, lighting analysis assumptions, achieved light levels and accuracy of assumptions based on the appropriate ODOT and IES RP8 standards for all templates. In addition to roadway templates, 14 tunnel lighting upgrades are included in this project. Phoebe is conducting the tunnel lighting analysis based on ODOT IES RP22 standards.

City of Portland - NE 102nd Ave Roadway Lighting Analysis, Portland, Oregon

Phoebe was responsible for the analysis of roadway lighting along NE 102nd Avenue. The lighting analysis included the evaluation of existing conditions to identify areas that needed lighting system upgrades to meet the City's Lighting Guidelines. The lighting analysis considered the lighting conditions along the SE 102nd Avenue corridor, including intersections and pedestrian crossings. Both ornamental and cobra head style of luminaires were evaluated. This lighting analysis was conducted with the AGi32 Lighting Design Software to meet City of Portland requirements.

City of Portland - SE 136th Ave Pavement Rehabilitation Project, Portland, Oregon

Phoebe was responsible for the lighting analysis and design of roadway lighting along SE 136th Avenue. The lighting analysis included the evaluation of existing conditions to identify areas that needed lighting system upgrades to meet the City of Portland's Lighting Guidelines. The lighting analysis was conducted using the AGi32 Lighting Design Software. The lighting analysis considered the lighting conditions along the SE 136th Avenue corridor, including intersections and pedestrian crossings. The lighting design included analysis and design to meet the local utility and City of Portland requirements. Phoebe developed PS&E for the lighting portion of the project.

City of Hillsboro - Lighting Retrofit Review, Hillsboro, Oregon

As a lighting analyst, Phoebe assisted in developing typical roadway lighting templates to be utilized in a citywide LED street lighting retrofit project. The lighting analysis templates included roadway segments, intersections and roundabouts. The proposed luminaires, lighting analysis assumptions, and the achieved light levels were included in the review process. Ornamental and cobra head style luminaire retrofits were included in this project. Phoebe considered and applied City of Hillsboro light level standards and used luminaire cut sheets and typical cross-sections during the review process. Phoebe also conducted a review of each AGi32 lighting template to make ensure that the assumptions utilized in the analysis were accurate.



Darren Murata, PE

PRINCIPAL-IN-CHARGE & QA/QC

Darren is a 16-year transportation industry veteran who has developed dozens of Washington municipal transportation projects from the initial planning, through the alternative analysis, public involvement, detailed design development, and construction. In addition to his roadway work, he has also maintained a dual focus on aviation projects as well, expertise that informs and gives depth to his roadway work and also provides exposure to areas and agencies throughout the state, including eastern Washington. His projects have included a variety of lighting technologies and styles, and he has a strong familiarity with their relative merits and issues.

Education

Bachelor of Science
Civil Engineering
University of
Washington

Licenses

Professional Engineer
Washington #41845

Years of Experience

24

Time Commitments

Street Lighting
Retrofit and Standards
Project: 5%

Other Projects: 90%

Selected Project Experiences

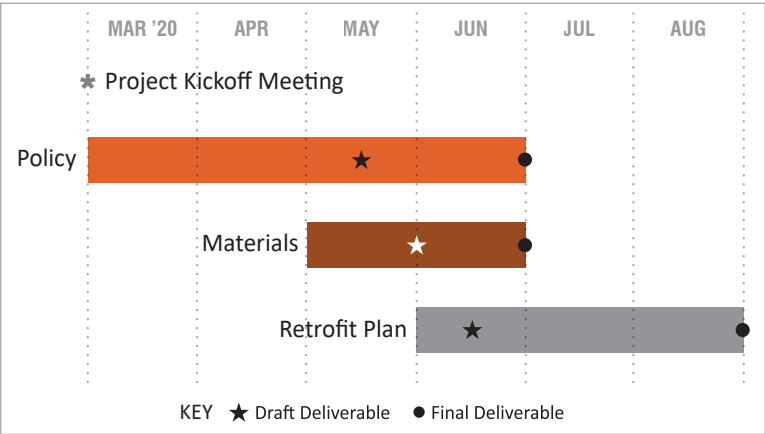
- 2015 Sidewalk Development/Safe Routes to School, Seattle, Washington
- 49th Avenue Pedestrian Improvements, Snohomish County, Washington
- 57th Avenue Pedestrian Improvements, Snohomish County, Washington
- Anacortes Airport Taxiway Lighting Project, Anacortes, Washington
- Ash Way Roundabout, Snohomish County, Washington
- Best Road/McLean Road Roundabout, Skagit County, Washington
- Downing Avenue Extension, North Bend, Washington
- Fairchild Airport Taxiway Lighting and Signing Improvements, Port Angeles, Washington
- Glenn Highway and Muldoon Road Interchange, Anchorage, Alaska
- Greenwood Avenue North Street Improvements, Seattle, Washington
- North Bend Way/Cedar Falls Way Intersection Improvements, North Bend, Washington
- Paine Field Taxiway Lighting Project, Snohomish County, Washington
- Peter Kirk Elementary Safe Routes to School Pedestrian Improvements, Kirkland, Washington
- Pickett Avenue Roadway Improvements, North Bend, Washington
- Seattle Department of Transportation (SDOT) Neighborhood Street Fund Program, Seattle, Washington
- SDOT Avalon and 35th Arterial Asphalt and Concrete, Seattle, Washington
- SDOT Greenwood Avenue North Roadway and Pedestrian Improvements, Seattle, Washington
- SDOT Highland/Holden Roundabout Preliminary Design, Seattle, Washington
- SDOT Lake City Way Pedestrian Improvements, Seattle, Washington
- Sterling Highway: MP 157-169 Rehabilitation, Kenai Peninsula Borough, Alaska

C4. PROJECT SCHEDULE

Based on the tasks laid out, the DOWL team prepared the schedule to the right that highlights our approach. We believe the success of the eventual LED retrofit plan hinges on the early development of the City’s street lighting policy. The policy level document acts as a guide that focuses efforts in luminaire selection and retrofit planning on elements that fulfill the overall goals of the City, instead of individual projects.

In addition to the activities shown in this schedule, we will also hold weekly project check-in meetings to update the City on progress and address any project needs as soon as possible. (DOWL assumes one round of City review for each major deliverable.)

As discussed in Section C (Project Approach and Schedule), selection of aesthetic elements has shown the potential



to affect achieving project milestones. Quickly forming a consensus on the desired aesthetic elements from the options presented by the DOWL team can greatly reduce this schedule risk. Incorporation of community stakeholder input during this process can aid in achieving buy-in on selections.

Draft

D. RELATED PROJECT EXPERIENCE / REFERENCES

D1. RECENT RELATED EXPERIENCES

City of Spokane | Street Lighting Guidelines, Spokane, Washington

Adam Miles led the City of Spokane Streets Department through a six-month process to create a comprehensive Street Lighting Guidelines document. The guidelines addressed the City of Spokane's need for clear lighting design metrics, a citizen streetlight request process, and consensus on the when, where, what, and how of street lighting design. While serving in the Streets Department, Adam implemented the street lighting guidelines on a regular basis during design of capital improvement projects and handling of citizen requests.

Client Reference	Val Melvin, Senior Traffic Engineer 901 N Nelson St, Spokane, WA vmelvin@spokanecity.org 509-232-8800 (office)	
Project Schedule	Original October 2016 - April 2017	Final October 2016 - April 2017
On Schedule & On-Budget?	Yes*	

City of Spokane | Division Street Gateway, Spokane, Washington

As the lead lighting designer, Adam designed the roadway and pedestrian lighting for the most traveled arterial corridor in downtown Spokane. His passion for using existing infrastructure in new, innovative ways led to a successful Smart City pilot of adaptive roadway lighting along the corridor. This was a first in the nation pilot project that led to important takeaways for the City of Spokane and lighting industry. The use of adaptive lighting allowed energy savings at night on the roadway without a detrimental impact to the pedestrian environment.

Client Reference	Jonathan Adams, Senior Engineer 808 W Spokane Falls Boulevard, Spokane, WA jradams@spokanecity.org 509.625.6700 (office)	
Project Schedule	Original November 2016 - February 2018	Final November 2016 - February 2018
On Schedule & On-Budget?	Yes*	

City of Portland | Lighting Standards Update, Portland, Oregon

GTEng provided engineering services for the City of Portland Bureau of Transportation's (PBOT) roadway lighting standards update. The update included a detailed review of the City of Portland's lighting standards, comparing them to current lighting industry practices, defining new recommended minimum light levels, and defining a recommended practice for updating lighting along its roadways. To identify areas of public concern, an outreach to the City of Portland's biking community was conducted and considered in the development of the recommended practice. As part of the standards update, lighting control options were also investigated as part of the update. These options included dimming by time of day, traffic volumes and pedestrian/bike activation. The investigation included conversations with the city governments of Seattle and San Jose to discuss current controls and their operation.

The resulting practice uses a system of weighted values that consider the various roadway parameters that may be present. Based on these weighted values and the characteristics of the roadways within the jurisdiction, recommendations on adjusting light levels are provided. This recommended practice considers the needs of roadway users, impacts to safety, maintenance and energy costs. Based on the outcome of this study, new policy language and procedures were written and submitted to City Council for approval. This policy constitutes the City's current Lighting Guidelines. Work was completed on time and within allotted budget.

Client Reference	Peter Koonce, PE, PTOE, Signals & Street Lighting Division Engineer City of Portland Bureau of Transportation 1120 SW 5th Avenue, Suite 1331 Portland, OR 97204 peter.koonce@portlandoregon.gov 503.823.5382	
Project Schedule	Original February 2016 - April 2017	Final February 2016 - April 2017
On Schedule & On-Budget?	Yes	

** Note: Adam was a municipal employee during the performance of these projects. His efforts were delivered within the budgeted allotment of hours for the tasks.*

City of Vancouver | LED Cobra Head Luminaire Conversion, Vancouver, Washington

Conducted by GTEng, the City of Vancouver's LED cobra head conversion consisted of conducting a high-level inventory identifying the number, types and wattage of luminaires to convert within the City. Photometric analysis of select corridors within the City representative of typical arterial, collector and local roadways were analyzed.

The analysis was conducted with luminaires from three different manufactures to determine the current state of the industry and to support writing an application-based specification for procurement of luminaires by roadway classification. The project also looked at payback periods which included evaluating operations, installation and maintenance costs.

One key factor was the City not only wanted a short-term payback for the cost of the conversion, but also to fund a subsequent conversion with the savings in energy and maintenance. Meetings with City managers were conducted to inform leaders of current state of the industry, payback periods (ultimately calculated at 11 years) and to gain approval for the conversion. In addition, a specification was developed for securing a contractor to perform the conversion.

This was a multi-stage project conducted over a 2.5-year period. City is currently conducting their conversion with hardware secured through a City procurement with installation being performed by a private contractor. Completed on time and within allotted budget. (*Dates of Service: 2016-2019*)

Client Reference	Chris Christofferson, PE, PTOE, City Traffic Engineer, City of Vancouver Public Works, Traffic Engineering and Operations 415 West 6th Street Vancouver, WA 98668 Chris.Christofferson@cityofvancouver.us 360.487.27716 (Office)	
Project Schedule	Original June 2016 - September 2019	Final June 2016 - September 2019
On Schedule & On-Budget?	Yes	

D2. REFERENCES

City of Spokane - Street Department

Reference Info	Val Melvin, Senior Traffic Engineer 901 N Nelson St, Spokane, WA vmelvin@spokanecity.org 509-232-8800 (office)
Timeframe	Aug 2015 - April 2019 (as Streets Department Employee)

Projects Covered:

- Spokane Street Lighting Guidelines
- Division Street Gateway
- I-90 Viaduct Street Lighting Retrofit
- Washington Street Railroad Tunnel LED Retrofit
- Street Lighting GIS Verification Project
- Spokane Lighting Buyback Investigation

Services Provided: Street lighting policy creation, corridor analysis, and design. Aesthetic RGB lighting design, programming, and implementation. Adaptive roadway lighting pilot design, implementation, and follow-up analysis. Private utility coordination and billing verification.

City of Spokane - Engineering Services Department

Reference Info	Jonathan Adams, Senior Engineer 808 W Spokane Falls Boulevard, Spokane, WA jradams@spokanecity.org 509-625-6700 (office)
Timeframe	Aug 2015 – April 2019 (as Streets Department Employee)

Projects Covered:

- Wall Street: Main to Spokane Falls
- Monroe Street, Phases I & II
- Lincoln-Monroe: Second to Main
- Division Street Gateway
- East Sprague: Helena to Altamont

Services Provided: Corridor street lighting analysis and design.

City of Portland Bureau of Transportation

Reference Info	Peter Koonce, PE, PTOE, Signals & Street Lighting Division Engineer City of Portland Bureau of Transportation 1120 SW 5th Avenue, Suite 1331 Portland, OR 97204 peter.koonce@portlandoregon.gov 503-823-5382
Timeframe	February 2016 - April 2017

Projects Covered:

- City of Portland Lighting Guidelines Update
- City of Portland LED Conversion
- City of Portland Ornamental Efficiency Study

Services Provided: Corridor street lighting analysis and design.

City of Vancouver Public Works

Reference Info	Chris Christofferson, PE, PTOE, City Traffic Engineer, City of Vancouver Public Works, Traffic Engineering and Operations 415 West 6th Street Vancouver, WA 98668 360-487-27716 (Office) Chris.Christofferson@cityofvancouver.us
Timeframe	June 2016 - September 2019

Project Covered:

- City of Vancouver - LED Cobra Head Luminaire Conversion, Vancouver, Washington

Services Provided: Lighting photometric evaluation, standards update, payback calculations, procurement and contract specifications.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 43-20, Approving the use of \$417,700 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-related Projects in 2020

Department:
City Manager

Ordinance/Resolution Number:
43-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 43-20, approving use of \$417,700 from the Tourism Promotion Area Reserve Account for supplemental tourism-related projects in 2020.

Summary:

On June 1, 2004, the cities of Kennewick, Pasco and Richland entered into an Interlocal Cooperation Agreement to establish a Tri-City Regional Tourism Promotion Area (TPA), and created the Tri-Cities Regional Hotel-Motel Commission to advise on the expenditure of the Special Lodging Assessment revenue generated in the TPA. The interlocal agreement also appointed Visit TRI-CITIES to manage the TPA.

Each year, Visit TRI-CITIES submits an annual TPA Business & Marketing Plan and Budget for approval by the City of Richland and the other participating agencies. Council approved the 2020 TPA Business & Marketing Plan and Budget at its regular meeting on October 15, 2019 with the adoption of Resolution No. 119-19.

The Tri-City Regional Hotel-Motel Commission has identified \$417,000 in funds available for reinvestment in tourism-related projects. The Commission requests a transfer of excess funds in the amount of \$417,700 from the Reserve Account for supplemental tourism-related projects this year.

For more information, please see the Visit TRI-CITIES Reserve Request Details attachment. Staff recommends adoption of Resolution No. 43-20.

Fiscal Impact:

This action will have no fiscal impact to the City of Richland budget. Recommended projects will be funded by the Special Lodging Reserves.

Attachments:

1. Resolution No. 43-20
2. Visit TRI-CITIES Letter and Reserve Request Details

RESOLUTION NO. 43-20

A RESOLUTION of the City of Richland approving use of 2020 Tourism Promotion Areas Reserve Account funds for supplemental projects in 2020.

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

WHEREAS, by interlocal agreement, the assessments are pooled for use by the Tri-Cities Visitor and Convention Bureau to conduct specified promotional activities on behalf of the entire region; and

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

WHEREAS, the Tri-City Regional Hotel-Motel Commission requests the transfer of excess funds in the amount of \$417,700 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission for supplemental projects supporting tourism promotion in 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that a transfer of excess funds in the amount of \$417,700 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission is hereby approved.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



P.O. Box 2241
Tri-Cities, WA 99302-2241
509-735-8486
1-800-254-5824
www.VisitTRI-CITIES.com
info@VisitTRI-CITIES.com

March 6, 2020

Ms. Cindy Reents
City of Richland
625 Swift Blvd., MS-04
Richland, WA 99352

Dear Ms. Reents:

Thank you for the opportunity to present the Visit Tri-Cities 2019 Annual Report, 2020 Work Plan and to make a request to utilize Tourism Promotion Area reserve funds to the Richland City Council on Tuesday, March 17, 2020.

On behalf of the Tri-City Regional Hotel-Motel Commission, Visit Tri-Cities would like to request the transfer of \$417,700 from Tourism Promotion Area Reserve Account to be used for supplemental tourism related projects.

We prepare the Tourism Promotion Area (TPA) budget in July of each year for the following calendar year. As is the case with most every budget process, there are always more worthy projects to be considered than funds to support them. We manage our resources carefully to ensure our expenses never exceed our projected income and we budget conservatively. As a result, the TPA Commissioners have identified \$428,525 in funds available for reinvestment in tourism related projects.

The funds available for project investment are in addition to the minimum reserve requirement of \$500,000, the amount set based on the recommendation of the City Managers who participate in at Commission meetings as Ex-Officios. It is the Commission's position that once the reserve account reaches this level, that any additional funds should actively be used to promote the Tri Cities as a destination; creating increased visitor spending in the community. The projects under consideration accomplishes that goal.

Given that the balance of the Tourism Promotion Area Reserve Account exceeds the level of \$500,000; the Commissioners of the Tri-City Regional Hotel-Motel Commission have voted in favor of re-investing the surplus revenues, in the amount of \$417,700 that will help tourism related projects including digital, print and television advertising and promotions to increase leisure travel stays and secure new conventions and sports tournaments. Additional projects include digital displays, a mobile application for building itineraries, and support for media outreach and iconic citywide events. A summary of the projects and the associated expenditures is attached for your review.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Novakovich", with a stylized flourish at the end.

Michael Novakovich
President and CEO

Enclosure

TPA Proposed Reinvestments

TBEX 2021 Conference

\$75,000

The Tri-Cities has the opportunity to host the Travel Blog Exchange (TBEX) North America 2021 Conference. TBEX is the largest conference and networking event for travel writers, online travel journalists, new media content creators, travel brands and industry professionals. This conference has the potential to bring more than 450 qualified travel writers to our community, not only for the educational component offered at the conference, but to experience all the Tri-Cities has to offer. This group of content creators has a reach of more than 300 million consumers worldwide. Bringing this event to the Tri-Cities would have a substantial impact for tourism and boon to our local economy.

The criteria for selection is the host destination must be able to demonstrate they can meet all the event specifications, offer creative and unique story potential, and provide a resourceful and efficient team (Visit Tri-Cities staff) to work with TBEX. The destination and their sponsors are responsible for providing the following:

Platinum Sponsorship at 2020 Conference (\$12,500)

Attend conference prior to the one we are hosting as a platinum sponsor.

Transportation Costs (\$62,500)

Host Roundtrip airfare and ground transportation for 50 VIPs, speakers and staff during conference.

IRONMAN Event Support

\$75,000

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

Contract Staff Position

\$75,000

Contract person/company to sell TBEX sponsorships to offset costs associated with hosting the conference and act as event planner/coordinator. This person would also be used to assist with Ironman fundraising, partnerships and event logistics.

Digital Displays

\$86,600

By investing in digital displays, staff will have the ability to captivate audiences with custom dynamic promotions, pre-developed interactive content, or immediate uploads. Digital signage will create a one-of-a-kind visual experience and engage customers in ways that our competition isn't.

Social Wall (\$3,300)

A custom social wall displayed in the Visit Tri-Cities Visitor Center that integrates with social networks to display real-time engagement and social connections. Highlight current campaigns and activities through a digital reach.

Outdoor Kiosk (\$47,700)

- Kiosk - \$13,500
- Kiosk Display - \$2,000
- Data integration, analytics, CMS, data tools - \$14,500
- Maps, events, guestbook, itinerary - \$10,500
- Annual Support - \$7,200

Integration of Existing Airport and Convention Center Kiosk (\$8,600)

- Integration to OMNI systems from current - \$5,000
- Annual Support - \$3,600

LED Digital Tradeshow Display - \$27,000

A portable LED digital display will be utilized to enhance our current tradeshow booth atmosphere with the most up-to-date technology. The LED is a self-contained turnkey video display stand with an integrated media player and local storage that can play back any jpeg, video or visual media via USB or Wi-Fi. Due to its custom features, the display will have the capacity to be utilized at multiple tradeshows covering a variety of markets, including golf, wine, sports and conventions.

Omni Visitor Itinerary App

\$10,100

Mobile app (for iOS and Android) for travel and tourism. Custom built that integrates with existing CRM/CMS systems. Features include custom, interactive maps, trails, transportation options to connect locals and visitors. Unique tools to allow reward-based engagement from scavenger hunts, interactive trails, ale trails. The ability to control and share options between kiosk, digital signage bringing to life the connection between personal devices and onsite engagement.

- OMNI App - \$6,500
- Annual Support - \$3,600
- Maps, events, guestbook, itinerary (included in kiosk above)

New Market Advertising - Chicago

\$18,000

Visit Tri-Cities is expanding into new geographic markets to increase awareness of the Tri-Cities as a premier destination for wine, outdoor recreation and STEM tourism.

Digital Advertising (\$10,000) - Advertising to increase awareness of the Tri-Cities region as a premier destination in the Pacific Northwest and support media relations efforts in the Chicago area. Tactics may include programmatic, OTT (streaming television), social advertising and more.

Chicago Fam Tour (\$8,000) - A direct daily flight will debut in June and Visit Tri-Cities has the opportunity to promote the region in tandem with the Port of Pasco's advertising efforts. The FAM would host up to five travel writers and content creators associated with Chicago travel and/or lifestyle publications.

Increase 2020 Opportunity Fund

\$48,000

In recent years the number of applicants for opportunity funds has increased and there has been some concern that budget constraints would cause the funds committed to be depleted before all requests for the year are considered. The 2020 budget did not allow for an increase to the opportunity fund due to

other commitments. This increase would be applied to grants for events taking place in 2020 above the budgeted \$90,000.

Increase Quick Response Fund

\$15,000

The quick response fund allows the CEO to make opportunity fund grants to qualified groups if there is an immediate need before the next Tri-City Hotel-Motel Commission is scheduled. It allows for flexibility and ensures groups are not lost due to timing.

Wine Tourism Tradeshow Booth Upgrade

\$10,000

Visit Tri-Cities hosts a booth at Taste Washington and other consumer wine events in the Pacific Northwest to promote the region as a premier wine destination. Upgrades would include new décor and interactive components to engage attendees and increase awareness of the Tri-Cities.

Media Outreach Fam Tours

\$ 5,000

Visit Tri-Cities is putting an emphasis on media relations efforts in 2020 with a goal of hosting 22 travel writers in the destination for various themed FAM tours including focuses on STEM, wine and outdoor recreation. Targeted publications include regional travel and/or lifestyle publications such as SIP Northwest, Seattle Met, Portland Monthly, Sunset Magazine as well as writers associated with travel sections for metropolitan newspapers such as The San Francisco Chronicle.

TOTAL: \$417,700



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 46-20, Approving the Final Plat of Cob Hill

Department:

Development Services

Ordinance/Resolution Number:

46-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 46-20, approving the final plat of Cob Hill.

Summary:

The final plat of Cob Hill proposes to subdivide a 5.68-acre parcel into eight (8) single-family residential lots. The net lot size averaged across all lots is 29,752 square feet (0.68-acres), which complies with the minimum average lot size requirement of 10,000 square feet.

With the exception of proposed Lot 8, all lots will gain access from the northerly extension of Penny Lane.

Fiscal Impact:

Approval of the final plat will increase the demand on city services and increase taxes collected by the City.

Attachments:

1. Resolution No. 46-20
2. Cob Hill Vicinity Map

RESOLUTION NO. 46-20

A RESOLUTION of the City of Richland approving the final plat of Cob Hill subject to the conditions of approval contained in the Richland Hearing Examiner's June 25, 2018 Report No. S2018-100, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 111-18.

WHEREAS, on May 3, 2018, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Cob Hill; and

WHEREAS, on June 25, 2018, the Richland Hearing Examiner recommended the Richland City Council conditionally approve the preliminary plat of Cob Hill; and

WHEREAS, on July 17, 2018, the Richland City Council held a closed-record hearing to consider the proposed Cob Hill preliminary plat application and the recommendation of the Hearing Examiner. Council took action to approve the preliminary plat request; and

WHEREAS, the public improvements required for the plat of Cob Hill, consisting of 8 lots, are complete and have been accepted by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Cob Hill, attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved subject to the conditions of approval contained in the Richland Hearing Examiner's June 25, 2018 Report No. S2018-100, attached hereto as **Exhibit B** and incorporated by reference, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 111-18.

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 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

COB HILL

PARCEL A AND B OF RECORD OF SURVEY NO. 5197 (VOLUME 1 OF SURVEYS, PAGE 5197), SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20 _____ A.D.

AT _____ M., RECORDED IN VOLUME _____ OF PLATS, PAGE _____

AT THE REQUEST OF J-U-B-ENGINEERS, INC.

BENTON COUNTY AUDITOR _____

BY: _____

FEE NO.: _____

PERIMETER LEGAL DESCRIPTION

PARCEL A AND B, ACCORDING TO THE SURVEY THEREOF, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5197, RECORDS OF BENTON COUNTY, WASHINGTON LYING IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE SOUTH 01°19'48" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 658.28 FEET;

THENCE LEAVING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, NORTH 89°58'54" WEST, 1145.39 FEET, TO THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL B, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF GALA WAY, SAID POINT BEING 30.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES, AND THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID GALA WAY, NORTH 01°01'22" WEST, FOR A DISTANCE OF 30.01 FEET TO THE SOUTHEAST CORNER OF LOT 20, BADGER MOUNTAIN VILLAGE PHASE 2B, DIVISION 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 423, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE COMMON BOUNDARY LINE OF SAID PARCEL B AND THE SOUTHERLY BOUNDARY LINE OF SAID BADGER MOUNTAIN VILLAGE PHASE 2B, DIVISION 2 THE FOLLOWING COURSES;

THENCE NORTH 89°58'54" WEST, 289.17 FEET;

THENCE NORTH 44°49'00" WEST, 314.56 FEET;

THENCE NORTH 52°21'10" WEST, 308.16 FEET;

THENCE NORTH 88°05'27" WEST, 79.63 FEET;

THENCE NORTH 74°16'48" WEST, 27.57 FEET TO THE SOUTHEAST CORNER OF LOT 25 OF BADGER MOUNTAIN VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 323, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID BADGER MOUNTAIN VILLAGE PHASE 2B, DIVISION ALONG SAID COMMON BOUNDARY LINE OF SAID PARCEL B AND THE SOUTHERLY BOUNDARY LINE OF SAID BADGER MOUNTAIN VILLAGE PHASE 1 THE FOLLOWING COURSES;

THENCE CONTINUING NORTH 74°16'48" WEST, 93.02 FEET;

THENCE SOUTH 73°29'37" WEST, 16.10 FEET TO THE EASTERLY BOUNDARY OF PARCEL 2, ACCORDING TO THE SURVEY THEREOF, RECORDED IN VOLUME 1 OF SURVEY, PAGE 3707, RECORDS OF BENTON COUNTY, WASHINGTON

THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE OF SAID BADGER MOUNTAIN VILLAGE PHASE1, SOUTH 17°04'09" WEST ALONG THE COMMON LINE OF SAID PARCEL B AND SAID PARCEL 2, FOR A DISTANCE OF 134.24 FEET TO THE NORTHERNMOST CORNER OF SAID PARCEL A, ACCORDING TO THE SURVEY THEREOF, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5197, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE ALONG SAID COMMON BOUNDARY LINE OF SAID PARCEL A AND THE EASTERLY BOUNDARY OF SAID PARCEL 2 THE FOLLOWING COURSES;

THENCE CONTINUING SOUTH 17°04'09" WEST, 274.85 FEET;

THENCE SOUTH 29°42'35" WEST, 92.99 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF LEXINGTON HEIGHTS PHASE 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 420, RECORDS OF BENTON COUNTY, WASHINGTON;

THENCE LEAVING SAID COMMON BOUNDARY LINE OF SAID PARCEL A AND THE EASTERLY BOUNDARY OF SAID PARCEL 2, SOUTH 89°58'54" EAST ALONG THE COMMON BOUNDARY LINE OF SAID PARCEL A AND NORTHERLY BOUNDARY LINE OF SAID LEXINGTON HEIGHTS PHASE 3, FOR A DISTANCE OF 427.15 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PENNY LANE, SAID POINT BEING 27.00 FEET WESTERLY OF THE CENTERLINE THEREOF, WHEN MEASURED AT RIGHT ANGLES, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL A, AND THE SOUTHWEST CORNER OF SAID PARCEL B;

THENCE LEAVING SAID COMMON BOUNDARY OF SAID PARCEL A ALONG THE COMMON BOUNDARY OF SAID PARCEL B AND THE NORTHERLY PLAT BOUNDARY OF SAID LEXINGTON HEIGHTS PHASE 1, SOUTH 89°58'54" EAST, FOR A DISTANCE OF 705.53 FEET, TO THE SOUTHEASTERLY MOST CORNER OF SAID PARCEL B, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF LEXINGTON HEIGHTS PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 PLATS, PAGE 373, AND THE TRUE POINT OF BEGINNING AND THE END OF THIS LEGAL DESCRIPTION.

CONTAINING: 5.87 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS APPARENT OR OF RECORD.

OWNER'S CERTIFICATE

I/WE, THE UNDERSIGNED, CHERESE ANDERSON HEREBY CERTIFY THAT I/WE AM THE OWNER OF THE TRACT OF LAND DESCRIBED HEREON AND THAT I HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN HEREON AND THAT ALL STREETS, ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED BY THE NAME "COB HILL".

CHERESE ANDERSON _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT CHERESE ANDERSON HAS SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE IS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE OWNER OF THE TRACT OF LAND HEREON DESCRIBED TO BE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON _____ DATE _____

MY APPOINTMENT EXPIRES _____

RESIDING _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____.

1-2798-400-0001-012

TAX PARCEL NUMBER

BENTON COUNTY TREASURER _____ DATE _____

BENTON COUNTY ASSESSOR _____ DATE _____

BY: _____

APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

CITY MANAGER _____ DATE _____

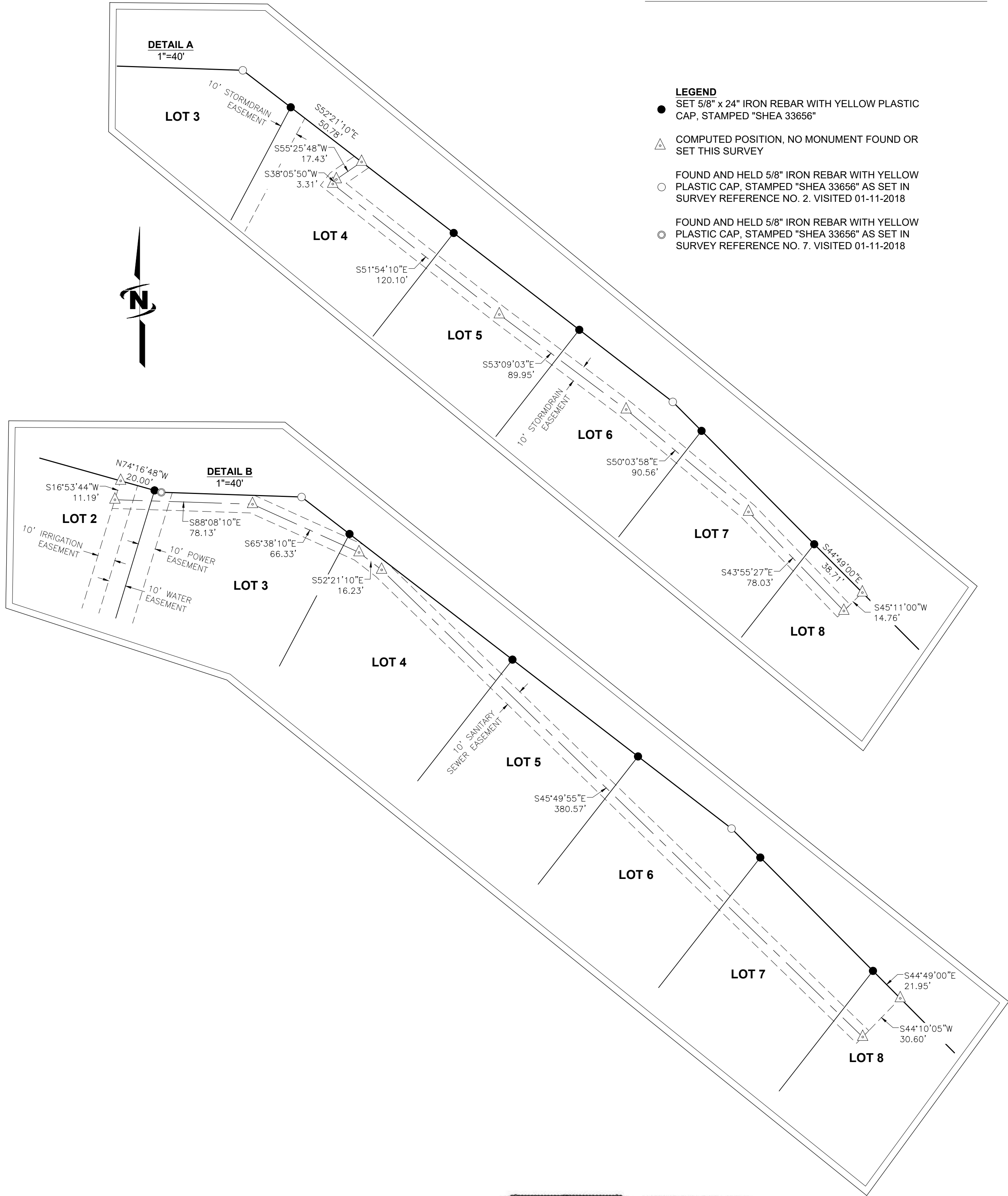
CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT OF COB HILL ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20 ____ A.D.

KENNEWICK IRRIGATION DISTRICT _____ DATE _____



LEGEND

● SET 5/8" x 24" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 33656"

△ COMPUTED POSITION, NO MONUMENT FOUND OR SET THIS SURVEY

○ FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 33656" AS SET IN SURVEY REFERENCE NO. 2. VISITED 01-11-2018

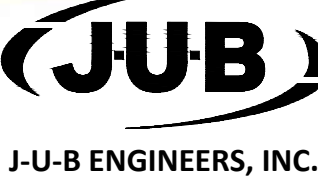
⊙ FOUND AND HELD 5/8" IRON REBAR WITH YELLOW PLASTIC CAP, STAMPED "SHEA 33656" AS SET IN SURVEY REFERENCE NO. 7. VISITED 01-11-2018



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CHERESE ANDERSON IN JANUARY OF 2020.

JOHN J. SHEA _____ 02-18-2020 DATE
PROFESSIONAL LAND SURVEYOR NO. 33656



2810 W. Clearwater Ave., Suite 201
Kennewick, WA 99336

p | 509 783 2144 w | www.jub.com

Dwg Name: 30-17-079_V-Cob Hill

Date: February 18, 2020

Dr: DFG Ch: JJS Sheet 2 of 2



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

**RECOMMENDATION OF APPROVAL
RE: APPLICATION FOR THE PRELIMINARY PLAT OF COBB HILL**

FILE NUMBER: S2018-100

APPLICANT: CHERESE ANDERSON

APPLICATION: TO SUBDIVIDE 5.7 ACRES INTO 8 SINGLE FAMILY RESIDENTIAL LOTS

SITE DESCRIPTION: ALMOST 6 ACRE SITE, WITH A LARGE HOME IN THE SOUTHWEST PORTION OF THE PARCEL, WEST OF GALA WAY, NOW ADDRESSED AS 1611 GALA WAY, ROUGHLY SHAPED LIKE A TRIANGLE, BETWEEN THE BACKYARDS OF HOMES ABUTTING JORDAN LANE TO THE NORTHEAST, BACKYARDS OF HOMES ABUTTING MANCHESTER STREET TO THE SOUTH, AND A LARGE PARCEL TO THE WEST/NORTHWEST WITH A SINGLE HOME ON THE SITE. THE PROPOSED PLAT WILL BE SERVED BY AN EXTENSION OF PENNY LANE FROM THE SOUTH AND MODIFY AN EXISTING PAVED ROADWAY THAT INTERSECTS WITH GALA WAY INTO A DRIVEWAY THAT ONLY SERVES PROPOSED LOT NO. 8, THUS ELIMINATING AN UNDESIRABLE THIRD STREET INTERSECTION ALONG GALA ON A SHORT BLOCK THAT IS ADJACENT TO AN ELEMENTARY SCHOOL.

PARCEL NUMBER: BENTON COUNTY ASSESSOR PARCEL NO. 127984000001012

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

RECOMMENDATION: *APPROVAL – SUBJECT TO CONDITIONS.*

DATE: JUNE 25, 2018

I. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval, subject to conditions, to the Hearing Examiner regarding “Cobb Hill” Preliminary Plat, File No. S2018-100, dated May 3, 2018;

1. Application;
2. Preliminary Plat site plan;
3. Public Notice and affidavits confirming same;
4. SEPA Environmental Checklist, signed by the applicant’s engineer on February 26, 2018;
5. SEPA Determination of Non-Significance (DNS);
6. Agency comments;
7. Public comments, including item 7a, from Ms. Kaspar, re: KID system incidents impacting Jordan Lane residents;
8. Technical Advisory Committee Report, dated March 5, 2018;
9. Site Photos;
10. Copy of the Plat of Badger Mountain Village Phase 2B;
11. Short memo, submitted by Kerwin Jensen at hearing, noting 3 conditions of approval, including grading permit and geotech report and potential geo-technical requirements for footings and site slopes;
12. Jorgenson (neighbor to west) access issue documents, Auditor File #93-11963 (referenced by applicant’s engineer during the hearing, researched and provided by Mr. O’Neill after the hearing), and Auditor File #94-20319 (researched and provided by Mr. O’Neill after the hearing); and
13. Geotechnical Report from applicant’s engineer, dated September 21, 2017.

*Exhibits 12 and 13 were forwarded after the hearing, as requested at the public hearing, received by the Examiner on May 9th. The applicant’s representative submitted the records, and/or had no comment to add after Staff provided an opportunity to do so.

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

1. Shane O’Neill, Senior Planner and Interim Planning Administrator for the City of Richland;
2. Kerwin Jensen, Community Development Director for the City of Richland;
3. Eric Ferguson, P.E., Applicant’s civil engineer and hearing representative;
4. Marjorie Kaspar, local resident, lives downhill from the proposed development site, submitted item 7a at the hearing, re: KID irrigation system failures, flooding caused by KID accidents in vicinity, soil problems;

5. Bruce Jorgenson, owner of large parcel and home to the west of the proposed plat;
6. Julie West, P.E. Transportation & Development Manager; and
7. Sharon Scully, local resident, lives at 521 Jordon, one of lowest elevation lots abutting proposed plat, expressed concerns about drainage, particularly as it might affect properties along the lowest points below the proposed development area.

II. ISSUES PRESENTED.

1. Whether substantial evidence demonstrates that the applicant has met her burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes, subject to appropriate conditions of approval, including a supplemental geotechnical report to be used in connection with engineering and grading permit reviews, and development in compliance with applicable city regulations, generally requiring the Penny Lane extension to be a new internal public street meeting city requirements for curb, gutter and sidewalk.

III. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings of fact are hereby adopted as such and incorporated by this reference.
2. Cherese Anderson, the owner of the parcel at issue, submitted the underlying application to subdivide her 5.7-acre property on or about January 30, 2018. (*Exhibit 1, Preliminary Plat Application cover page; Staff Report, page 6*).
3. The Staff Report explains that the proposed subdivision would divide about 5.7 acres into a development site with 8 single family residential lots known as the Cobb Hill Preliminary Plat, which will be served by City utilities.
4. There is no credible dispute that the current proposal would not comply with current city codes and policies, in that the preliminary design seeks to utilize a private internal street that will terminate at a cul-de-sac situated in the proposed plat, all without sidewalks and other improvements normally required in new subdivisions and short plats. The Examiner raised his issue at the public hearing, and staff and the applicant's engineer generally acknowledged that there is ample room on the parcel to modify the design prior to final plat approval, to include sidewalks on the side of the road serving new homes in the plat.
5. The Staff Report and application materials show the total plat acreage is about 5.7 acres. There is no dispute that the proposed plat, proposing a net density of about 1.4 units per acre, is well within applicable density limits for the property, which is zoned (Single Family, Low-Density Residential) R-1-10. The average lot size would be over 30,000 sq.ft. (43,560sq.ft. = 1

acre). Clearly, there is ample room in the plat to redesign the layout so that it will comply with applicable city codes. (*Staff Report, page 12; and Exhibit 2, Preliminary Plat Site Plan*).

SEPA Compliance.

6. *Exhibit 5* is the SEPA DNS issued for the application. (*Staff Report, pages 7 and 8, re: SEPA discussion; Ex. 5*). No one appealed the DNS, though there were questions about whether it should have been issued. Because it was not appealed, it stands as issued. Modifications required as part of recommended conditions of approval will only serve to reduce potential impacts by mandating compliance with existing city development regulations, meaning there is no basis or need to revise or update the DNS issued for his application.

Public Hearing.

7. The open-record public hearing for the application was first noticed and scheduled to occur on March 12, 2018. On that evening, the matter was continued to a future agenda, because the applicant needed additional time to revise the plat design based on comments from Public Works staff. The applicant was prepared to go forward on the May 3rd hearing agenda, at which time the undersigned Examiner conducted an open-record pre-decision public hearing for the application, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. The Examiner visited the site of the proposed project and public roads leading to and from the vicinity of the proposed plat, on the day of the hearing, and on previous occasions as part of other project reviews in the vicinity. The Examiner held the record open until mid-May to provide Staff and the applicant time to submit items requested at the hearing. Those items are included as Exhibits 12 and 13.

8. Mr. O'Neill noted that most public comments expressed concerns about drainage from the new plat, as the site slopes quite a bit from higher elevations where new homes will be constructed, down to neighboring lots that already have homes built on them, abutting Jordan Lane. Responding to the Examiner's question, he confirmed that the project site has ample space available for sidewalks along the proposed new internal street that will serve the new lots, i.e. the extension of Penny Lane, from the south. Finally, he directed attention to proposed condition of approval number 35, which addresses stormwater issues, and expressly mandates that "applicant's design shall provide runoff protection to downstream property owners." *Exhibit 8, TAC Report, at page 6, recommended Stormwater conditions*. Mr. Jensen offered a short memo from staff, focusing on 3 conditions that will apply as the project moves forward, including 'addressing' requirements and, of particular interest to most people who commented on the pending application, a condition that a grading permit will be required as part of plat development activities, and that a geotech report and potential geo-technical requirements for footings and site slopes may apply.

9. Eric Ferguson, P.E., with JUB Engineers, Inc., appeared at the hearing as the applicant's designated representative. Mr. Ferguson expressed support for the Staff Report's

recommendations, and noted that the existing paved drive leading from Gala into the existing parcel (Tract A) will be modified as part of plat development to serve as a private drive for Lot 8, hopefully eliminating concerns from Public Works staff that it could become an undesirable third intersection used by new lots in the plat along the short block between Jordan and Manchester that is also adjacent to the existing Orchard Elementary School. (*See Transportation comments in Staff Report, at page 7; Ex. 8, TAC Report, at page 4, item 17*).

10. Marjorie Kaspar, a local resident and licensed landscape architect in Washington, Oregon and California, who lives downhill from the proposed plat, testified at the hearing and expressed her concerns with ongoing drainage problems for homes along Jordan Lane, accidents/failures in the Kennewick Irrigation District lines that run in the area (which have caused local flooding), and requested conditions intended to protect an “existing unreinforced concrete wall constructed by Hayden Homes with 6’ – 12’ of Jordan property, typically, behind [such] wall.” *Ex. 7a, presented by Ms. Kaspar at the hearing*. Ms. Kaspar testified that the area has experienced two breaks in the KID lines just this year, which broke six times last year. Ms. Scully lives along Jordan Lane, and concurred with Ms. Kaspar’s drainage and retaining wall concerns, particularly for properties at the lowest-end of the down-sloping parcel addressed in this plat application. Mr. Jorgenson, who owns the parcel to the west of the proposed plat, objected to the application, and expressed his concern that changes in his access might make it difficult for large vehicles to turn into his property using the new Penny Lane extension.

11. In response to public comments, Julie West, P.E., Transportation and Development Manager for the City, testified that the Penny Lane extension has been designed (and will be subject to review and approval at final engineering phase) with adequate space for large trucks and vehicles to maneuver/turn in and out of the access point leading to Mr. Jorgenson’s property. Mr. Ferguson explained that the plat development activities will include a restriction on the use of heavy equipment near the retaining wall on Jordan Lane properties, located downhill from where most site-development work will occur.

No Deviation Request, so proposed plat must comply with city codes.

12. Although the applicant’s proposed design omits sidewalks on the extension of Penny Lane, an existing street located to the south of the Cobb Hill plat that includes sidewalks, as required by city codes, the pending application does not include any application for a deviation from standard city design standards, as set forth in RMC 24.24.040. On this basis alone, the proposed plat design must be revised to conform with city codes. Without a formal Deviation request, neither staff or the Examiner has authority to recommend approval of any plat that does not comply with otherwise applicable development regulations for proposed new subdivisions.

13. Further, the Examiner takes official notice of previous sworn testimony in connection with other plat applications in the city by the City’s Public Works Director regarding the increased demand for pedestrian facilities presented by new residential developments, similar to the pending plat application. He explained that professional engineering studies show how pedestrians are typically willing to walk up to a ½ mile. The Examiner notes that Washington’s subdivision statute expressly mandates “*sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school...*” RCW 58.17.110(2). The

Richland Municipal Code includes language consistent with the state statute, at RMC 24.12.053, where it explains, among other things, that: *“The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that: A. The preliminary plat conforms to the requirements of this title; and B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.”* All of these considerations fully support the need for sidewalks along the extension of Penny Lane where it will abut proposed new homes.

14. The applicant offered no credible or compelling evidence that would justify a proposed plat design that ignores standard city subdivision requirements for new public internal streets with curbs, gutters, sidewalks and the like. *See RMC 24.16.020, captioned “Streets – Relation to adjoining street systems,”* which reads *“The layout of streets shall provide for the continuation of principal streets existing in adjoining subdivisions or of their proper projection when adjoining property is not subdivided. The layout shall also provide for future projection of streets into areas which presently are not subdivided.”* Penny Lane already exists to the immediate south of the proposed Cobb Hill plat as a public street, with sidewalks, and its logical extension will extend into the new plat and serve new homes on newly created lots.

15. The City’s Comprehensive Plan includes strategies to encourage future pedestrian projects, including “Coordination of land use approval process[es] to provide sidewalks and links to existing sidewalks” and Transportation Element Goal 6, which includes the following policy statements: “Policy 3 - The City will encourage sidewalks, improved shoulders, or off-street trails within new developments to accommodate internal circulation;” and “Policy 4 - The City will encourage new development to be pedestrian friendly[.]”

16. Special conditions and circumstances ***do not exist*** which are peculiar to the land involved and which are not applicable to other lands in the same area. Instead, all properties that are located within the City of Richland are normally required to install curbs, gutters and sidewalks on new streets when they are part of a new residential subdivision or project. *See RMC 12.10.035.*

17. The City’s sidewalk requirements do not deprive the applicant of any rights and a deviation from such requirements is not necessary for the reasonable and acceptable development of the property. An 8-lot subdivision with a complete curb, gutter and sidewalk design is fully consistent with city regulations, development patterns throughout the city for new subdivisions, and the market for many new homes throughout the tri-cities area. (See City Subdivision and Development Regulations, Comprehensive Plan Policies, all designed to protect and promote the public health, safety and welfare; Site Visits throughout the project area, the City of Richland, and the design of Penny Lane, which will extend into the new plat).

18. If conditioned to require sidewalks, the proposed plat will be consistent with the intent and purpose of the comprehensive plan and Title 24 RMC (the City’s subdivision and platting

requirements), including without limitation those that are intended to “ensure that public health and safety are adequately provided”. As the Public Works Director explained under oath at a recent the public hearing for another plat application, the absence of sidewalks does not provide for the same degree of pedestrian safety as a route that does provide sidewalks. Even with anticipated low traffic volumes in the new plat, the Examiner finds that the proposed plat design, with no trails or open spaces, and no sidewalks, would nullify City of Richland codes and policies that expressly encourage sidewalks, improved shoulders, or off-street trails within new developments to accommodate internal circulation. Sidewalks are even more critical in the proposed subdivision, which is located very near Orchard Elementary School, making the new homes highly desirable to families with children who might attend the school and walk to and from the school and surrounding play areas.

Concerns about drainage and KID system failures.

19. Public comments about problems caused by recurring breaks in KID-irrigation lines running on or near the parcel addressed in this plat application were not rebutted, and should be taken very seriously by KID officials and city staff moving forward. If the irrigation district needs to undertake some extensive repair or replacement work to correct the ongoing problems with lines that appear to keep failing, it may be wise to coordinate such work with any grading or site-development work associated with the plat, so as to minimize inconvenience or impacts on neighboring properties, like those along Jordan Lane.

20. The Examiner and City Council are without legal authority to impose a condition on the applicant that would require the applicant to bear the full cost of correcting alleged existing deficiencies with soils and/or the retaining wall structure running in the backyards of homes on Jordan Lane. The applicant can only be required to pay costs roughly proportional to impacts generated by her project and KID should pay to correct any problems of its own creation or neglect. In any event, the proposed plat should be conditioned to mandate a supplement to the geotechnical report that focuses on protective measures/construction limitations/setbacks or similar conditions warranted to protect neighboring properties from potential adverse impacts caused by allegedly poor soils or poorly compacted materials and/or stormwater drainage coming from the new Cobb Hill plat or construction activities associated with same. The report may take into account the final stormwater system design for the project, which is required to provide full on-site treatment and detention, consistent with city development standards. *Staff Report, page 9.*

As conditioned, the proposed plat complies with city development regulations.

21. If conditioned as noted above and designed to comply with city development regulations, the new plat will achieve consistency with the Comprehensive Plan. RMC 24.04.020 explains that the purpose of the City’s platting and subdivision codes is “*in furtherance of the comprehensive plan of the city*” and that such regulations contained in the city’s platting and subdivision codes “*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to*

avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code.

22. In this matter, substantial evidence in the record clearly establishes that the proposed plat can easily be conditioned to include sidewalks and other improvements that are normally required by applicable city codes and policies.

23. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat application, if conditioned and modified to include the Penny Lane extension into the plat as an internal public street with curbs, gutters and sidewalks, as normally required by applicable city development regulations, should be approved.

24. Without curbs, gutters and sidewalks, the proposed plat would fail to make provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053 and 19.60.095.

Proposed plat will provide public benefits.

25. The applicant’s submittals established that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, construction of a new road extension with sidewalks to serve the new plat and promote connectivity and pedestrian safety, and other features that will serve to promote health benefits of a walkable, connected and pedestrian-friendly community.

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

26. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:

- A. The public health, safety, and general welfare: *See Staff Report; all Findings; Exhibits 2 and 8.*
- B. Open Spaces: *Staff Report, page 9, describing parks and fields within a mile of the new plat; See discussion in item H.*
- C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report,*

page 9; Ex. 8, TAC Report, pages 6 – 7, recommended Storm Water conditions, numbered 34-44.

- D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and if conditioned to comply with city codes by building the Penny Lane extension as a city right of way with sidewalks and other standard features, can be deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 2, site plans; Exhibits 8, Technical Advisory Committee report and proposed conditions, particularly pages 4 and 5.*
- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, and BFT Bus Route No. 123 runs along Keene Road, which is approximately ½ mile from the new plat. The transit agency did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 9.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. *Ex. 4, SEPA Checklist, page 10, re: Utilities. Ex. 8, TAC Report, pages 5, 6, recommended Domestic Water conditions 27-30.*
- G. Sanitary system: The City's sewer system will serve the proposed plat. *Ex. 4, SEPA Checklist, page 10, re: Utilities; Staff Report, at page 7; Ex. 8, TAC Report, page 6, recommended Sanitary Sewer conditions 31-33.*
- H. Parks and recreation, playgrounds, schools: The Staff Report explains that the proposed new plat is within ½ mile of the 41.5 acre Badger Mountain Park. Orchard Elementary School is located directly east of the proposed plat, across Gala.
- I. Planning features to assure safe walking conditions for students: As conditioned, the proposed plat will include sidewalks along Penny Lane where it abuts new lots, which will appropriately provide safe walking routes and conditions for school children.

27. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report and TAC Report, are incorporated herein by reference as Findings of the undersigned hearing examiner,¹ specifically noting that comments favoring private streets

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

and no public dedications as part of this application are contrary to city codes and are not in the public interest.

28. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, and 19.60.095, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

IV. CONCLUSIONS OF LAW.

1. Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat² application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

2. As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

3. The same provision of the city's code (RMC 24.12.050) provides that any recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;

2. Adequacy and accuracy of land survey data;

3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

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² In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

Approval Criteria for Preliminary Plat Application.

4. The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)³ and reads as follows:

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:

A. The preliminary plat conforms to the requirements of this title;

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

5. And, RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

No development application for a Type II or Type III permit shall be approved by the city of Richland unless the decision to approve the permit application is supported by the following findings and conclusions:

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

³ “A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. [.]” RCW 58.17.110(2).

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, “concurrent with development” means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

Burden of Proof.

6. The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat or any request for deviation must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The application must be supported by proof that it conforms to the applicable elements of the city’s development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

New residential streets must include curbs, gutters and sidewalks.

7. RMC 12.10.035, captioned “Sidewalks for new or improved streets”, provides as follows: “Whenever any street is constructed or improved in any area of the city zoned residential or commercial, whether such construction be by local improvement or otherwise, as a part of such construction or improvement there shall be included therein, on both sides of any such street that may abut on previously developed property, sidewalks, curbs, and gutters constructed in conformity with requirements of this chapter” [...]. The pending application is for a property located in a residential zone. It does not involve any site challenges or other compelling reason that would justify a deviation from such requirements.

As conditioned, the proposed plat meets applicable approval criteria.

8. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.

9. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as Exhibit 8, as modified by this Recommendation, are reasonable, supported by the evidence, and capable of accomplishment.

10. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions of Law are hereby adopted as such and incorporated by this reference.

**V. RECOMMENDATION and
MODIFIED CONDITIONS of APPROVAL.**

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the *Preliminary Plat of Cobb Hill* application, subject to all Conditions of Approval contained in the City's Technical Advisory Committee Report, as modified below:**

A. Penny Lane shall be extended into the proposed plat, generally in the configuration depicted in Exhibit 2, provided the roadway shall be dedicated as a public street and constructed to include curbs, gutters and sidewalks, consistent with city street development standards, substantially similar to the existing roadway and sidewalk prism on existing portions of Penny Lane located immediately south of the Cobb Lane plat;

B. Prior to final engineering or grading permit approval, whichever comes first, the applicant shall submit a supplemental geotechnical or other appropriate expert consultant report for review and approval by the Public Works Director or his designee, which focuses on the need (or not) for additional protective measures, construction limitations, setbacks, or other appropriate conditions intended to protect adjacent properties from potential adverse impacts caused by allegedly poor soils or poorly compacted materials and/or stormwater drainage coming from the new Cobb Hill plat or construction activities associated with same. The report may take into account the final stormwater system design for the project, which is required to provide full on-site treatment and detention, consistent with city development standards. Any conditions recommended as part of such report shall be included as conditions of approval for the plat; and

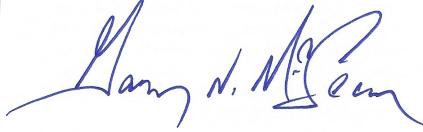
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C. The City staff shall invite the Kennewick Irrigation District to review its irrigation lines on or near the proposed plat to determine if remediation work is warranted by the District based on evidence contained in the Record for this matter, and encourage the District to coordinate any significant repair or similar work with potential site development activities associated with the Cobb Hill plat in order to minimize disruption and inconvenience experienced by neighboring residents.

Recommendation issued: June 25, 2018

A handwritten signature in blue ink, appearing to read "Gary N. McLean", is written over a light blue rectangular background.

Gary N. McLean
Hearing Examiner for the City of Richland

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Item: Cob Hill - 8-Lot Final Plat
Applicant: Cherese Anderson
File #: FP2020-102





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 47-20, Authorizing the Relinquishment of an Easement at 307 Sanford Avenue

Department:
Public Works

Ordinance/Resolution Number:
47-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 47-20, authorizing the City Manager to sign and execute all documents necessary to relinquish a portion of public utility easement at 307 Sanford Avenue.

Summary:

The property owner at 307 Sanford Avenue has requested that a water utility easement be relinquished to enable an expansion of an existing structure. Staff has evaluated the request and determined that the easement in question is no longer needed because the water pipeline has been relocated into the public right-of-way.

RCW 35.94.040 allows for the disposal of surplus property. A public hearing was held at tonight's meeting to take public testimony regarding this surplus action.

Assuming no new information is presented at the public hearing, staff recommends adopting Resolution No. 47-20, authorizing the relinquishment of the easement at 307 Sanford Avenue as provided therein.

Fiscal Impact:

Minor staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

- I. Resolution No. 47-20

RESOLUTION NO. 47-20

A RESOLUTION of the City of Richland authorizing relinquishment of a certain portion of public utility easement located within Lot 4, Block 161 of the Plat of Richland, as recorded under Auditor's File No. 356196, records of Benton County, Washington, and lying within 307 Sanford Avenue.

WHEREAS, property owner Kevin Irvine has requested a certain public utility easement be relinquished to enable expansion of existing structures; and

WHEREAS, the requested easement shown in hatching on **Exhibit A** is no longer needed for municipal purposes because the water pipeline has been relocated into public right-of-way; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on March 8, 2020, notice was published that a public hearing would be held on March 17, 2020 to take public testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that this existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

Located within the Northeast $\frac{1}{2}$ of Section 15, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington. Described as follows:

A portion of Lot 4, Block 161 of the Plat of Richland as recorded in Volumes 6 & 7 of Plats, records of Benton County, Washington. More particularly described as follows:

A portion of a public utility easement dedicated to the City of Richland and lying within Lot 4, Block 161 as shown on easement sheet 15-D of the Plat of Richland and lying within 307 Sanford Avenue and as depicted by hatching on **Exhibit A**.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign all documents necessary to release the City's interest in the specific portion of public utility easement as depicted on **Exhibit A** and deliver the same upon payment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

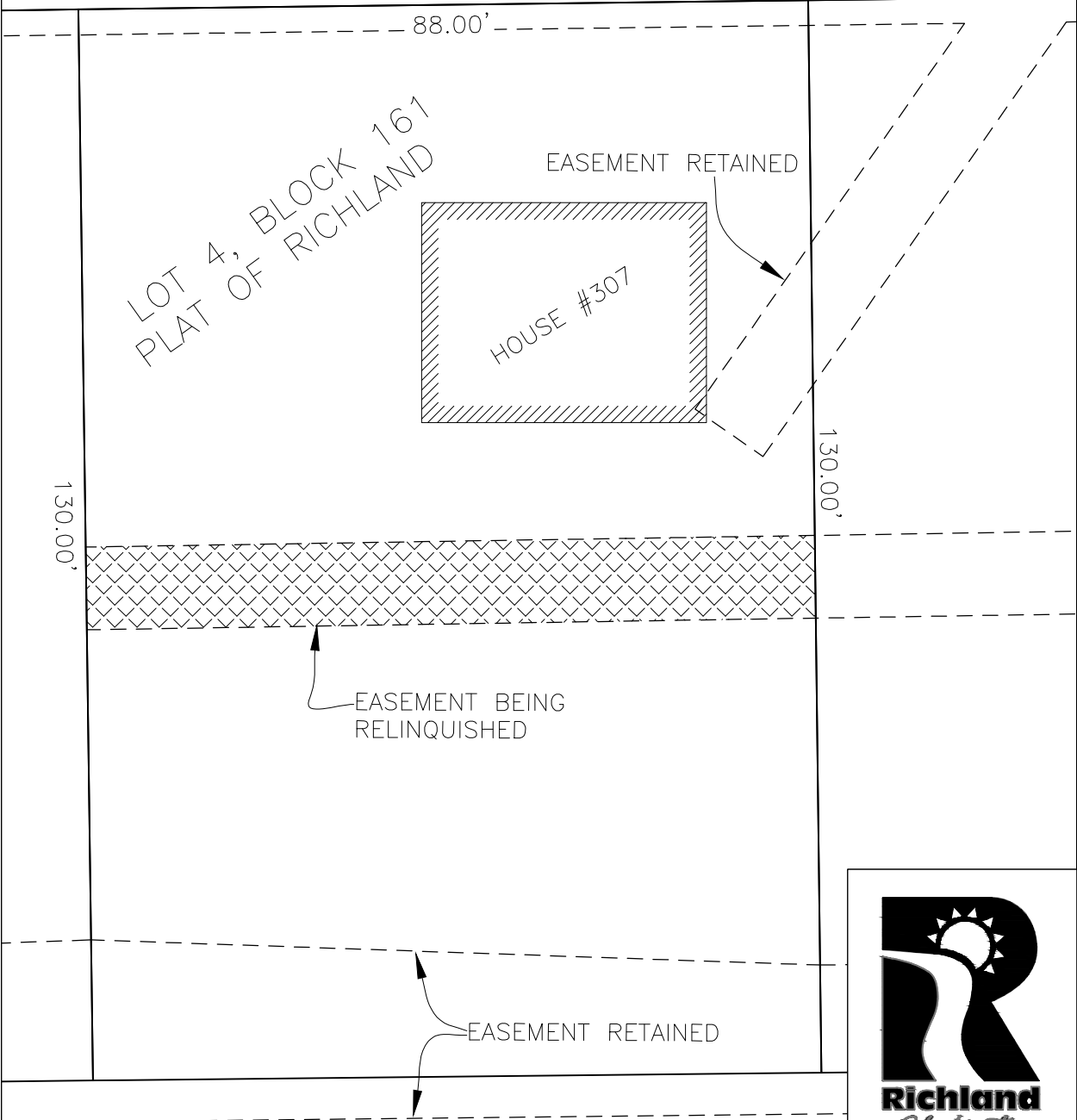
Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

SANFORD AVENUE



Date: FEBRUARY 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 49-20, Approving Commercial Facade Improvement Program Agreements

Department:

Development Services

Ordinance/Resolution Number:

49-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 49-20, authorizing the City Manager to sign and execute Commercial Facade Improvement Program agreements with Legacy Jiu-Jitsu and Accent Signs.

Summary:

Legacy Jiu-Jitsu Academy is a new tenant at 1324 Jadwin Avenue in The Uptown, and is seeking \$17,500 in grant funds for a \$35,000 project to improve the building facade. The project includes new windows and door on the front of the building with tinting for the sun. The proposal also includes new vinyl lettering (signage) on the new windows.

Accent Signs is a highly visible building near the corner of Wellsian Way and Aaron Drive. The owner seeks \$10,000 in grant funds for a \$25,000 project to improve the building facade. The project includes new stucco exterior for the building with decorative exterior features and treatments to improve the look of the building.

Both projects meet the requirements of the Commercial Facade Improvement Program.

At its meeting on March 3, 2020, the Economic Development Committee (EDC) favorably recommended funding both projects at the requested funding levels.

Staff recommends adoption of Resolution No. 49-20.

Fiscal Impact:

The Commercial Facade Improvement Program has \$65,000 budgeted for 2020 projects. Approval of these two projects will leave the remaining fund balance at \$36,375.

Attachments:

1. Resolution No. 49-20
2. Legacy Ju-Jitsu CFIP Application Packet
3. Accent Signs CFIP Application Packet

RESOLUTION NO. 49-20

A RESOLUTION of the City of Richland awarding the distribution of funds from the Commercial Facade Improvement Program.

WHEREAS, improvement of the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, on July 15, 2008, Richland City Council passed Ordinance No. 15-08, authorizing the establishment of a Commercial Improvement Program intended for the purpose of encouraging economic development and reducing blight within the City; and

WHEREAS, the Economic Development Committee (EDC) reviews and recommends to the Richland City Council projects for funding from the Commercial Facade Improvement Program; and

WHEREAS, at its March 2, 2020 special meeting, the Economic Development Committee provided a positive recommendation to allocate \$28,625 toward projects that are determined eligible under Richland Municipal Code (RMC) 5.04.388, and as further described in the Commercial Facade Improvement Program Application List, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Commercial Facade Improvement Program funding agreements in the amounts identified and with the applicants listed in **Exhibit A**.

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 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A

Commercial Improvement Program Project Application List

Projects	Award Amount
CFIP2020-002 Accent Signs	\$10,000
CFIP2020-001 702 Legacy Jiu Jitsu Academy	\$18,625



Commercial Façade Improvement Program

Application

Applicant Name	BRENDIN & MEGAN PHILLIPS	Applicant Title	OWNERS
Applicant Phone	(509) 438-6955 551-2155	Applicant Email	MEGAN@LEGACYJIUJITSU.COM
Applicant Mailing Address	812 COTTONWOOD LOOP, RICHLAND WA 99352		
Applicant Relationship to Business	OWNER		
Business Name	LEGACY JIU-JITSU ACADEMY	Business Phone	(509) 438-6955
Age of Building	69 YRS.	UBI Number	604 049 538
Project Physical Address	1324 JADWIN AVE, RICHLAND WA 99354		
Project Cost	\$ 35,000	Amount Requested	\$ 17,500
Amount of funding requested may not exceed 50% of project cost, and the maximum grant reimbursement is \$10,000.00 per enclosed unit (see graphic within guidelines and procedures document).			
Is the property owner different than the business owner?		☐ Yes ☒ No (If yes, complete section in yellow below)	
Owner Name		Property Manager	
Owner Phone		Owner Email	
Owner Mailing Address			
Have you obtained permission to complete this project from the property owner?		☐ Yes ☐ No	
1) Have you used this program before?		☐ Yes ☒ No (If yes, complete section 1a)	
1a) For what purpose or project did you use this program in the past? Please indicate the year utilized, and the funding amount you received. Attach one photo of the completed project to this application.			
2) Provide a brief description of the proposed improvements and note how you believe they will enhance the area surrounding your business. Attach a photo, rendering, or sketch of the proposed improvement to this application. Attach additional pages as necessary.			
NEW WINDOWS/DOOR ON THE FRONT OF BUILDING. NEW SIGNAGE ON WINDOWS. NEW WINDOW FILM TO BLOCK SUN.			
3) Will the project require any permits?		☒ Yes ☐ No (If yes, complete section 3a)	
3a) Please indicate which permits you may need to obtain.			
☒ City of Richland Building Permits		☐ City of Richland Right-of-Way Permits	
☐ City of Richland Sewer/Water Permits		☐ Washington State Liquor Licensing	
4) Have you consulted with Richland Development Services?		☐ Yes ☒ No	
4a) If yes, which building division official did you speak with? If no, please email building@ci.richland.wa.us to set a consultation appointment.			

5) Can the project be completed within 12 months? Please explain.

Revenue (Attach additional pages as necessary)	
Source	Amount
CASH ON HAND	\$ 35,000.00
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$ 35,000.00
Expenses (Attach additional pages as necessary)	
Source	Amount
WINDOWS & DOOR (PERFECTION GLASS)	\$ 25,235.29
SIGNAGE (MUSTANG SIGNS)	\$ 1,700.00
WINDOW FILM (A DIFFERENT SHADE)	\$ 7,342.29
	\$
	\$
	\$
Total	\$ 34,277.58

You may use additional pages if necessary to complete the application. Please attach any additional information about the project or your organization that you believe is relevant to this application.

Application Requirements

Please check the box beside each item to note that you have met that requirement.

✓	Requirements for Submittal
✓	The business applicant has a current Richland Business License
✓	The applicant has available funds to complete the project before requesting reimbursement from the City
✓	The project complies with Richland Municipal Code and all applicable building and life safety codes
✓	The project improvements are clearly visible to the general public
✓	The reimbursement request is no more than 50% of total project cost
✓	The project requests reimbursement of no more than \$20,000 per enclosed unit in this application
✓	The project is well designed, and the applicant provided a sketch or rendering of the proposal
✓	The project is permanent and long lasting
✓	The applicant provided two (2) estimates for the project

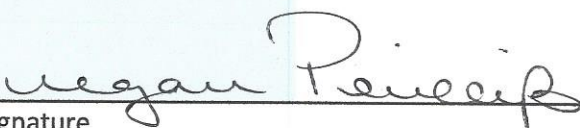
Application Review Criteria

In order to encourage applicants to incorporate multiple improvements into a given project, it is recommended that all projects submitted attempt to ***fulfill some or all of the criteria listed below***. It is not required that a project fulfill each criterion, but projects that fulfill multiple criteria will be looked upon more favorably. The Economic Development Committee reserves the right to reject or table applications for further review if they do not meet the criteria described.

☒ CRITERIA CONSIDERED	
Physical	
☒	The project enhances the building and surrounding neighborhood
☒	The project enhances existing historical or architectural features
☒	The project is designed in consistency with the surrounding area
☒	The project enhances the immediate common area shared by two or more businesses
☒	The project is decorative and/or artfully designed in compatibility with its surrounding area
☒	The project improvements replace existing aging or decaying exterior appurtenances
Programmatic Goals	
☒	The project clusters two or more on-site improvements
☒	It is the first application awarded at the project site
☒	The improvements are in an area identified as a priority funding area
☒	The project narrative describes the project's positive economic impact on the business
Relationship Building	
☒	The project encourages favorable aesthetics in a shopping strip or center with adjacent retail/commercial vacancies
☒	The project is performed in tandem with another demonstrated economic development effort in the immediate area, or is made by two or more adjacent businesses

By signing below, you are affirming that you:

- Have read the **Commercial Facade Improvement Program Guidelines and Procedures** document
- Are aware of the limitations of this program
- Certify that requested funds will only be used for purposes as described in this application and/or as approved by the City of Richland
- You understand that use of funds is subject to audit by the State of Washington
- Will submit, if approved for award, a detailed project schedule and updated budget within 30 days of receipt of a fully executed contract



Signature

MEGAN PHILLIPS

Click or tap here to enter text.

Printed Name

FEBRUARY 3, 2020

Click or tap here to enter text.

Date

Application Submittal

Applications completed digitally:

- Applications that were completed digitally may be saved and sent via email to info@richlandbusiness.com
- Save your application with a different file name than the original
- Attach any accompanying documentation as a separate attachment, saved as a PDF or JPG

Applications completed handwritten:

- Applications that are handwritten may be sent via email, dropped off, or mailed
- If sent via email, please legibly scan your document as a PDF
- If dropped off, bring to 840 Northgate Drive in Richland
- If mailed, mail to:

Richland BEDO

Attn: Marketing Specialist – Economic Development

505 Swift Boulevard, MS-18

Richland, WA 99352



Legacy Jiu-Jitsu Academy

1324 Jadwin Ave, Richland WA 99354

megan@legacyjiujitsu.com

Building Previous to Legacy



Building Now



\$11,500 into signage, vinyl, and paint in 2019

Future Look

- New windows/door:
 - New aluminum framed windows, 1" OA ¼" SB60 Low-E, 14" clear tempered insulated glass units (including new framing)
 - No rendering available from Perfection Glass (requires an architect)
- New window tinting:
 - New Panorama 3 Mil Hilite 70 window tinting to reduce heat/sun, while still allowing a full view of the interior (reduce utility costs)
- Updated vinyl signage on the new windows (same as current)

Energy Envelope

- Updating the windows will reduce energy consumption
- Current CoR utility bills are \$650-1,000/mo (plus gas bill from Cascade Natural Gas Co.)
- Large single pane windows provide nearly zero insulation from the weather/sun
- Window shades currently used 18+ hours a day to help with the utilities, but do not provide enough support against the weather/sun
- When the window shades are closed, perspective clients walking by cannot see into the building.

Total Cost

- Windows (*Perfection Glass*): \$27,405.52 (including tax*)
- Window Tinting (*A Different Shade*): \$7,342.29 (including tax)
- Window Vinyls/Signage (*Mustang Signs*): \$2,500 (estimate per last work order)

Total Cost is estimated at \$37,247.81

Request is for CoR to reimburse 50% of it, or \$18,623.91

**Original request did not include tax on the windows*

Questions?



Commercial Façade Improvement Program

Application

Applicant Name	MARTIN HUARD	Applicant Title	OWNER
Applicant Phone	509-946-8998	Applicant Email	
Applicant Mailing Address	72 WELLISIAN WAY RICHLAND		
Applicant Relationship to Business	OWNER		
Business Name	ACCENT SIGNS	Business Phone	509-946-8998
Age of Building	40+ YEARS	UBI Number	
Project Physical Address	72 WELLISIAN WAY		
Project Cost	\$ up to 15,000	Amount Requested	\$ 10,000
Amount of funding requested may not exceed 50% of project cost, and the maximum grant reimbursement is \$20,000.00 per enclosed unit (see graphic within guidelines and procedures document).			
Is the property owner different than the business owner? ☐ Yes ☒ No (If yes, complete section in yellow below)			
Owner Name		Property Manager	
Owner Phone		Owner Email	
Owner Mailing Address			
Have you obtained permission to complete this project from the property owner? ☒ Yes ☐ No			
1) Have you used this program before? ☐ Yes ☒ No (If yes, complete section 1a)			
1a) For what purpose or project did you use this program in the past? Please indicate the year utilized, and the funding amount you received. Attach one photo of the completed project to this application.			
2) Provide a brief description of the proposed improvements and note how you believe they will enhance the area surrounding your business. Attach a photo, rendering, or sketch of the proposed improvement to this application. Attach additional pages as necessary.			
THIS project if APPROVED WOULD Help make a OLD multi material material Building look uniform and blend into the existing newer properties surrounding the area			
3) Will the project require any permits? ☒ Yes ☐ No (If yes, complete section 3a)			
3a) Please indicate which permits you may need to obtain.			
☒ City of Richland Building Permits		☐ City of Richland Right-of-Way Permits	
☐ City of Richland Sewer/Water Permits		☐ Washington State Liquor Licensing	
4) Have you consulted with Richland Development Services? ☒ Yes ☐ No			
4a) If yes, which building division official did you speak with? If no, please email building@ci.richland.wa.us to set a consultation appointment.			
MANDY			

5) Can the project be completed within 12 months? Please explain.

YES. STUCCO CONTRACTOR HAS OPENINGS FOR LATE WINTERS

Revenue (Attach additional pages as necessary)

Source	Amount
MARTIN HUARD	\$ 10,000
CITY OF RICHLAND	\$ NO MORE THAN 10,000
	\$
	\$
	\$
	\$
Total	\$

Expenses (Attach additional pages as necessary)

Source	Amount
SEE ESTIMATES	\$
	\$
Rock	\$ 5,500
Stucco	\$ 14,500
	\$
	\$
Total	\$ 20,000

You may use additional pages if necessary to complete the application. Please attach any additional information about the project or your organization that you believe is relevant to this application.

Application Requirements

Please check the box beside each item to note that you have met that requirement.

☒	Requirements for Submittal
☒	The business applicant has a current Richland Business License
☒	The applicant has available funds to complete the project before requesting reimbursement from the City
☒	The project complies with Richland Municipal Code and all applicable building and life safety codes
☒	The project improvements are clearly visible to the general public
☒	The reimbursement request is no more than 50% of total project cost
☒	The project requests reimbursement of no more than \$20,000 per enclosed unit in this application
☒	The project is well designed, and the applicant provided a sketch or rendering of the proposal
☒	The project is permanent and long lasting
☒	The applicant provided two (2) estimates for the project

Application Review Criteria

In order to encourage applicants to incorporate multiple improvements into a given project, it is recommended that all projects submitted attempt to fulfill some or all of the criteria listed below. It is not required that a project fulfill each criterion, but projects that fulfill multiple criteria will be looked upon more favorably. The Economic Development Committee reserves the right to reject or table applications for further review if they do not meet the criteria described.

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- ☒ Are aware of the limitations of this program
- ☒ Certify that requested funds will only be used for purposes as described in this application and/or as approved by the City of Richland
- ☒ You understand that use of funds is subject to audit by the State of Washington
- ☒ Will submit, if approved for award, a detailed project schedule and updated budget within 30 days of receipt of a fully executed contract

Mandy Wallner

Signature

Mandy Wallner

Printed Name

2-19-2020

Click or tap here to enter text.

Date

Application Submittal

Applications completed digitally:

- ☐ Applications that were completed digitally may be saved and sent via email to info@richlandbusiness.com
- ☐ Save your application with a different file name than the original
- ☐ Attach any accompanying documentation as a separate attachment, saved as a PDF or JPG

Applications completed handwritten:

- ☐ Applications that are handwritten may be sent via email, dropped off, or mailed
- ☐ If sent via email, please legibly scan your document as a PDF
- ☐ If dropped off, bring to 625 Swift Blvd. in Richland: Attn: Mandy Wallner
- ☐ If mailed, mail to:

Richland BEDO
Attn: Mandy Wallner, Economic Development
625 Swift Boulevard, MS-18
Richland, WA 99352

Recent Signs

ST. LOUIS
MO.



Adjacent Signs

Stucco
Face

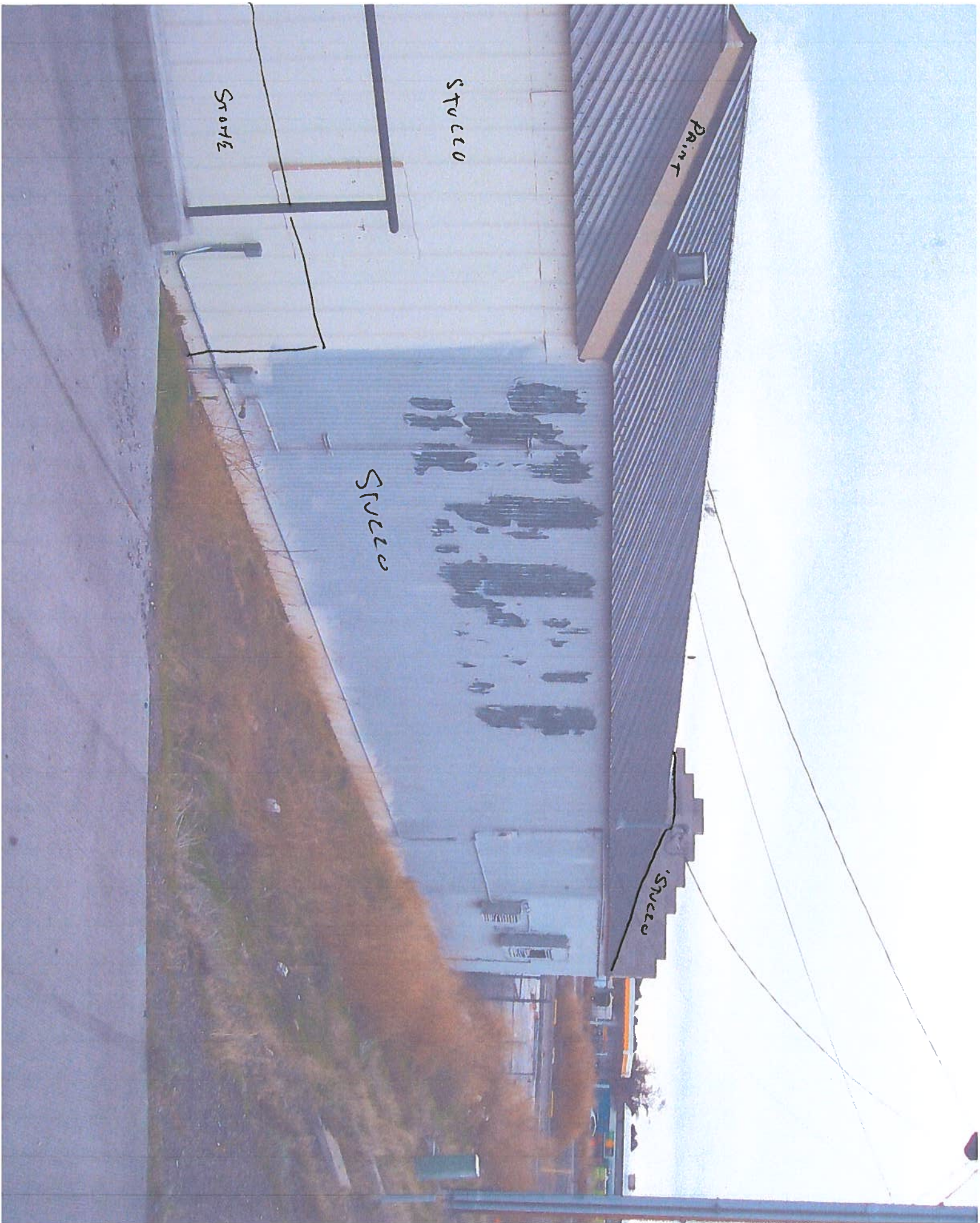
72

Stone

Stone







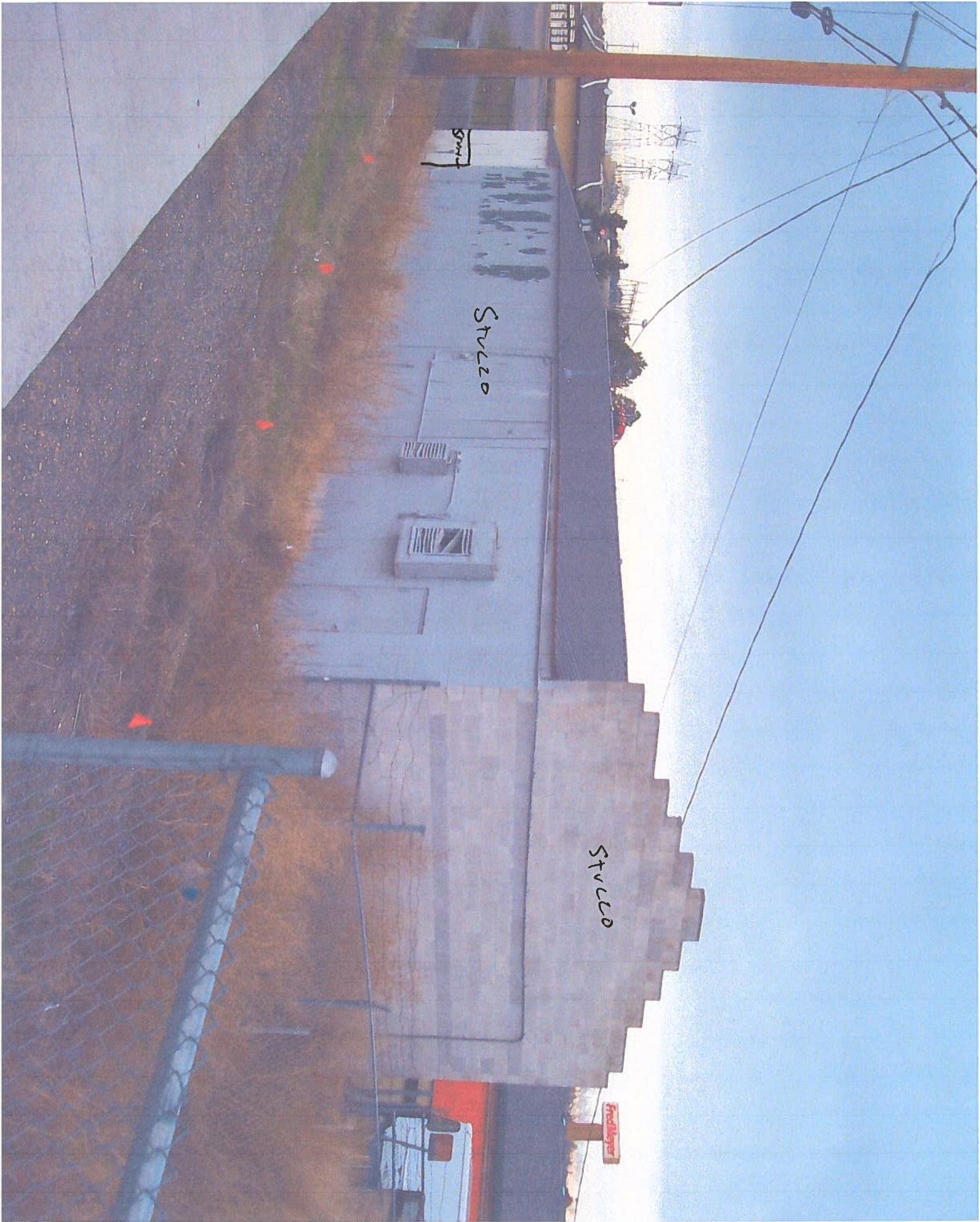
Paint

Stucco

Stucco

Stucco

Stucco



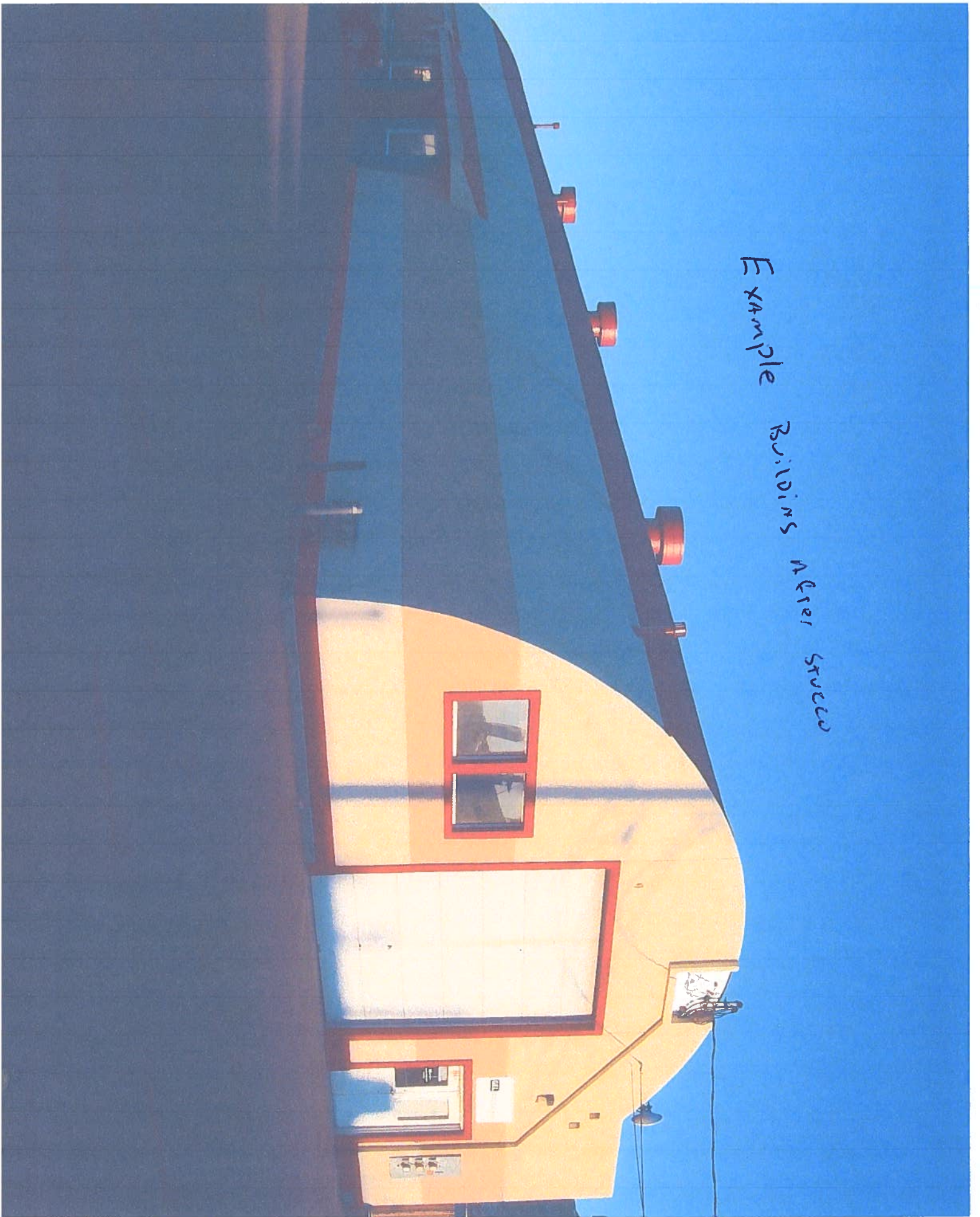
Stucco

Stucco

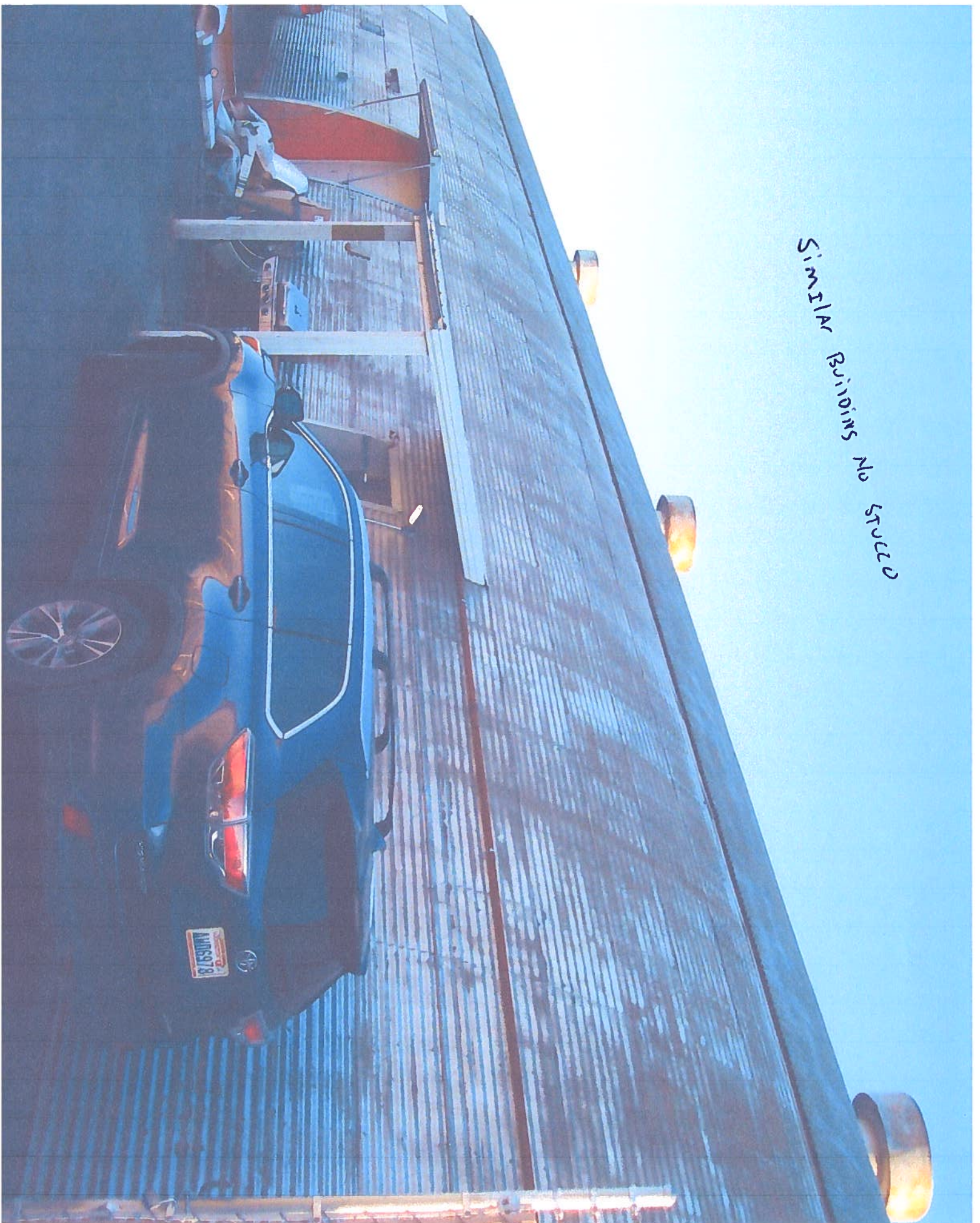
Fred Meyer



Example Buildings After Stucco



Simian Ruins No 57220





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 50-20, Authorizing an Award of Bid to Magnum Power, LLC for the 2020 Boring, Trenching and Cable Replacement Project

Department:

Energy Services

Ordinance/Resolution Number:

50-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 50-20, authorizing the City Manager to sign and execute a construction contract with Magnum Power, LLC for 2020 boring, trenching and cable replacement projects.

Summary:

The 2020-2025 Capital Improvement Plan (CIP) includes a boring, trenching and cable replacement project as part of the identified renewal and replacement work. Conduits, cable and associated electrical equipment will be installed at four separate locations throughout the City to improve system reliability. The currently aging cable is direct buried, has met or exceeded its life expectancy, and is in need of replacement.

The conduit installation will be done by boring and drilling rather than traditional trenching to reduce the impact to surrounding structures and personal property, and to minimize system outage times. The infrastructure being replaced is primarily in backyards, and boring/drilling will minimize the impact to the customer and their property. The same can be said for the outage time being greatly reduced by using boring and drilling, although some locations may require trenching due to ground conditions.

The City received five (5) bids on February 20, 2020, with a low bid of \$1,058,766.38 from Magnum Power, LLC. of Kelso, Washington. The other four (4) bids ranged from \$1,115,154.76 to \$1,797,903.17. The engineer's estimate for the project was \$1,413,982.32, and was based on past boring bids in similar installation areas.

Construction will begin in April 2020 and be completed by September 30, 2020.

Staff recommends adoption of Resolution No. 50-20.

Fiscal Impact:

This project is included in the City's approved 2020 Capital Improvement Plan, and funding of \$1,058,766.38 is in the City's approved 2020 Budget in the Electric Fund.

Attachments:

1. Resolution No. 50-20
2. Proposed Contract - Magnum Power, LLC

RESOLUTION NO. 50-20

A RESOLUTION of the City of Richland authorizing the award of bid to Magnum Power, LLC for the 2020 Boring, Trenching and Cable Replacement project.

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

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

WHEREAS, using horizontal-directional boring and drilling to replace the aged infrastructure will minimize impact to surrounding structures and personal property, and reduce system outage time; and

WHEREAS, the City's 2020–2025 Capital Improvement Plan (CIP) includes various projects related to electric utility renewal and replacement; and

WHEREAS, the City issued Solicitation No. 20-0002 in accordance with the City's purchasing policies; and

WHEREAS, on February 20, 2020, the City opened five (5) responsive bids; and

WHEREAS, Magnum Power, LLC submitted the lowest responsive bid in the amount of \$1,058,766.38; and

WHEREAS, the project budget is adequate to complete the project using the 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 an agreement with Magnum Power, LLC in the amount of \$1,058,766.38 for the 2020 Boring, Trenching and Cable Replacement project, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved contract amount.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland
PUBLIC WORKS CONTRACT
Contract No. _____

2020 Boring, Trenching and Cable Replacement

Project Name

ITB No. 20-0002

Bid Number

THIS CONTRACT is made and entered into by and between the City of Richland (Owner), and Magnum Power, LLC, a Corporation, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor shall perform all work and furnish all material, labor, tools, supplies, equipment, apparatus, facilities, and other services necessary for the construction of **2020 Boring, Trenching and Cable Replacement, Bid No. ITB 20-0002** in the amount of **\$1,058,766.38**, including taxes in accordance with the terms, conditions and covenants of the contract as set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Contract Manual
- B. Washington State Department of Transportation Standard Specifications 2018 as modified by all amendments thereto as of the date of the bid opening of this Project (Standard Specifications)
- C. Special Provisions
- D. Plans, Drawings and Project Specifications
- E. Addenda (if any)
- F. Payment and Performance Bond
- G. Contractor's Bid dated 2/19/2020
- H. Any change orders, additions or deletions, if any, issued by the City

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by September 30, 2020.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain an amount specified as Liquidated Damages as refer to Paragraph 1-08.9 of the WSDOT Standard Specifications for each calendar day thereafter that the Work remains uncompleted and which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:



City of Richland
PUBLIC WORKS CONTRACT
Contract No. _____

Base Bid	=	<u>974,923.00</u>
Sales Tax (if applicable): 8.6%		<u>83,843.38</u>
CONTRACT AWARD AMOUNT:	=	<u>1,058,766.38</u>

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:

CONTRACTOR:

CITY OF RICHLAND

MAGNUM POWER, LLC

By: _____
Signature _____ Date _____
Name: Cynthia D. Reents
Title: City Manager

By: _____
Signature _____ Date _____
Name: _____
Title: _____

Attest: _____
Signature _____ Date _____
Name: Jennifer Rogers
Title: City Clerk

Form Approved: _____
Signature _____ Date _____
Name: Heather Kintzley
Title: City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 51-20, Authorizing Award of Bid to Vincent Brothers, LLP for the Water Treatment Plant Facade Replacement Project

Department:
Public Works

Ordinance/Resolution Number:
51-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 51-20, authorizing the City Manager to sign and execute a construction contract with Vincent Brothers, LLP for the Water Treatment Plant Facade Replacement project.

Summary:

Richland's 2020-2025 Capital Improvement Plan includes a fully-funded project titled Water Treatment Plant Renewal and Replacement Project, which includes the Water Treatment Plant Facade Replacement Project (the "Project"), intended to address the wear and tear on the building exterior and make energy efficiency improvements to the original building construction materials.

The City contracted with Architects West to design the project, and staff solicited bids in accordance with the City's purchasing policies. Of the four (4) bids received, Vincent Brothers, LLP submitted the lowest responsible bid.

This was staff's second attempt at soliciting bids for the Facade Replacement Project. Last's year's attempt resulted in a single bid of \$992,650.70, far exceeding the engineer's estimate and project budget. At that time, Council adopted Resolution No. 95-19, rejecting the bid received.

At \$506,251.93, this year's lowest bid falls within the project's budget capacity. Staff recommends adopting Resolution No. 51-20, authorizing the award of bid to Vincent Brothers, LLP.

Fiscal Impact:

The 2020 Capital Improvement Plan, which was approved by Council in November 2019, provides \$500,000 toward Water Treatment Plant Renewal & Replacement efforts. Additionally, there is approximately \$1,600,000 available in 2019 carryovers to support the Façade Replacement project. Total costs for the project, including design, construction management, construction and construction contingency, is estimated at \$641,764.

Attachments:

1. Resolution No. 51-20
2. Bid Tab - 20-0016 - WTP Facade Replacement - RE-BID
3. WTP Facade Replacement - Vicinity Map

RESOLUTION NO. 51-20

A RESOLUTION of the City of Richland authorizing the award of bid to Vincent Brothers, LLP for the Water Treatment Plant Facade Replacement project.

WHEREAS, the 2020-2025 Capital Improvement Plan (CIP) includes a fully-funded project entitled Water Treatment Plant Renewal and Replacement Project, which includes the Water Treatment Plant Facade Replacement Project (the "Project"); and

WHEREAS, the City contracted with Architects West to design the project; and

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

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening four (4) bids on March 3, 2020; and

WHEREAS, Vincent Brothers, LLP submitted the lowest responsible bid of the four (4) bids received; and

WHEREAS, the project budget is adequate to complete the Project using the 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 contract award to Vincent Brothers, LLP in the amount of \$523,763.68, and to execute change orders in an aggregate amount up to \$75,000 to fulfill the Project's intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

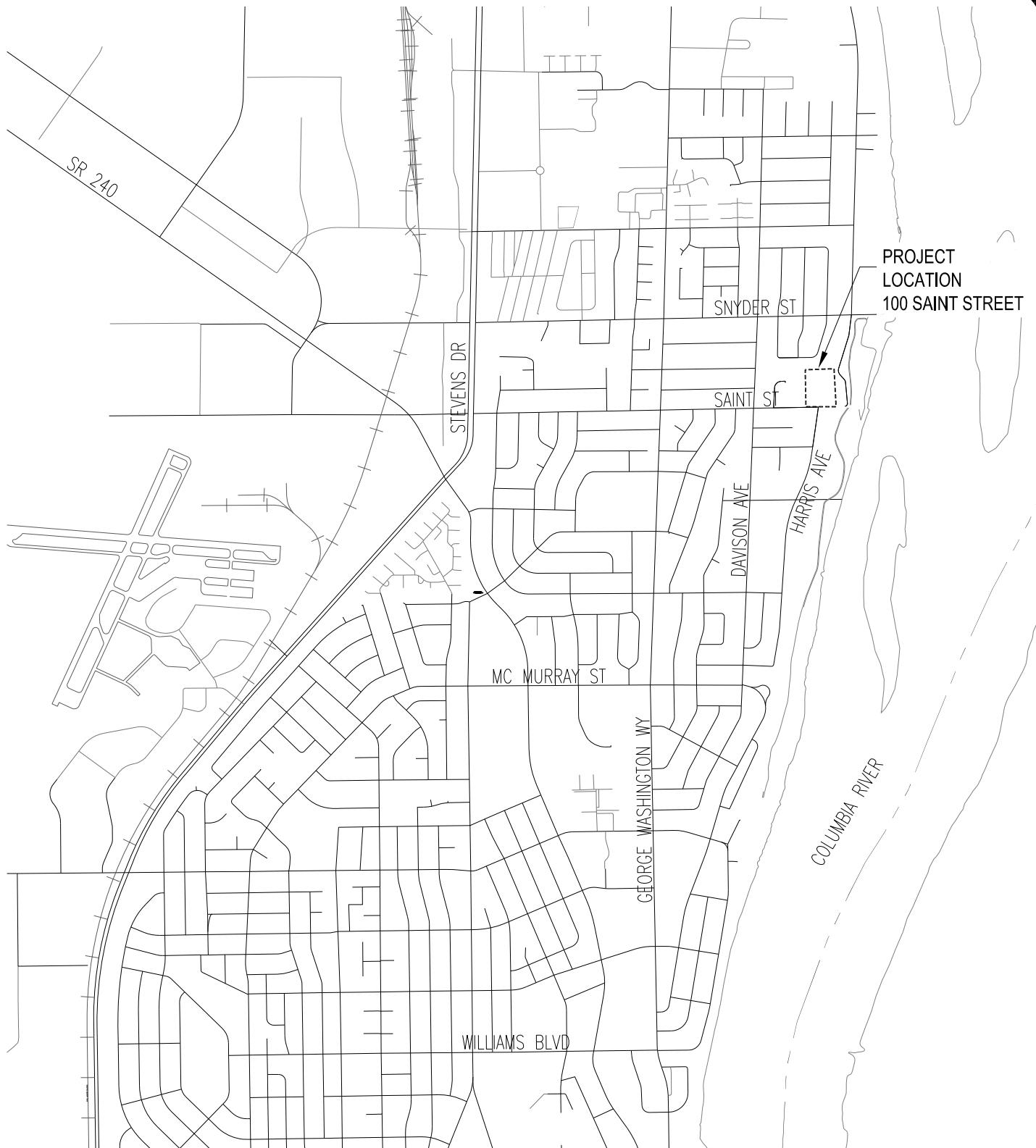
City of Richland

DATE BIDS OPENED: March 3, 2020	ITB 20-0016
WTP FAÇADE REPLACEMENT - RE-BID	

				ENGINEER'S ESTIMATE		VIINCENT BROTHERS LLP PASCO, WA		BOOTH & SONS CONSTRUCTION INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
1	WTP façade replacement complete.	1	LS	\$393,927.00	\$393,927.00	\$466,162.00	\$466,162.00	\$552,000.00	\$552,000.00
	SCHEDULE A - BASE BID SUBTOTAL				\$393,927.00		\$466,162.00		\$552,000.00
	8.6% SALES TAX				33,877.72		40,089.93		47,472.00
	SCHEDULE A - BASE BID TOTAL				\$427,804.72		\$506,251.93		\$599,472.00
	SCHEDULE A - BASE BID								
1	WTP canopy rebuild.	1	LS	\$5,700.00	\$5,700.00	\$16,125.00	\$16,125.00	\$13,500.00	\$13,500.00
	SCHEDULE A - BASE BID SUBTOTAL				\$5,700.00		\$16,125.00		\$13,500.00
	8.6% SALES TAX				490.20		1,386.75		1,161.00
	SCHEDULE A - BASE BID TOTAL				\$6,190.20		\$17,511.75		\$14,661.00
GRAND TOTAL					\$433,994.92		\$523,763.68		\$614,133.00

DATE BIDS OPENED: March 3, 2020	ITB 20-0016
WTP FAÇADE REPLACEMENT - RE-BID	

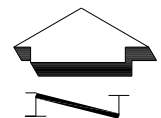
				BANLIN CONSTRUCTION RICHLAND, WA		BESTEBREUR BROTHERS GRANDVIEW, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
1	WTP façade replacement complete.	1	LS	\$575,481.61	\$575,481.61	\$880,000.00	\$880,000.00		-
	SCHEDULE A - BASE BID SUBTOTAL				\$575,481.61		\$880,000.00		\$0.00
	8.6% SALES TAX				49,491.42		75,680.00		-
	SCHEDULE A - BASE BID TOTAL				\$624,973.03		\$955,680.00		\$0.00
	SCHEDULE A - BASE BID								
1	WTP canopy rebuild.	1	LS	\$9,775.88	\$9,775.88	\$26,683.00	\$26,683.00		-
	SCHEDULE A - BASE BID SUBTOTAL				\$9,775.88		\$26,683.00		\$0.00
	8.6% SALES TAX				840.73		2,294.74		-
	SCHEDULE A - BASE BID TOTAL				\$10,616.61		\$28,977.74		\$0.00
GRAND TOTAL					\$635,589.63		\$984,657.74		\$0.00



CITY OF RICHLAND

Water Treatment Plant Facade Replacement

VICINITY MAP
CONTRACT #: 19-0050



NOT TO
SCALE

DATE: 06-04-2019
DRAWN BY: LD
SCALE: NTS
CAD DWG: wtp facade replacement_vmap



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Arts Commission: Jeff Kissel, Eldrick Hereford, Tomalin Bailie, Ginger Wireman and Amberlyn Scott

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointments of Jeff Kissel, Eldrick Hereford, Tomalin Bailie, Ginger Wireman and Amberlyn Scott to the Arts Commission as provided herein.

Summary:

The Arts Commission interview panel recommends the appointments of Jeff Kissel to Position No. 1, Eldrick Hereford to Position No. 3, Tomalin Bailie to Position No. 4, Ginger Wireman to Position No. 6 and Amberlyn Scott to Youth Position No. 7.

The terms for Position Nos. 1, 4 and 6 are effective April 1, 2020 through March 31, 23. Position No. 3 was previously held by Mikaela Nicholds-Bourque, who recently resigned. The term for this position is effective April 1, 2020 through March 31, 2022.

The term for Youth Position No. 7 is for one year, effective April 1, 2020 through March 31, 2021.

Candidate application packets are on file in the City Clerk's office.

Fiscal Impact:

None.

Attachments:

I. Arts Commission Appointment Recommendation



City of Richland
Parks and Public Facilities
500 Amon Park Drive
Richland, WA 99352
(509) 942-7529
Richlandparksandrec.com

To: City Council

From: Arts Commission Interview Panel

Date: March 6, 2020

Re: Commission Vacancy Interviews

Cc: Parks and Public Facilities Director, Joe Schiessl
Staff Liaison, Julie Jackson

A total of thirteen (13) application packets were received as a result of advertising for the Arts Commission expiring terms for Adult Position No. 1, 4, 6 and Youth Position No. 7.

Vice Chair Garza, Council Liaison, Anderson and Staff Liaison Jackson conducted the interviews of the candidates. Interview procedures were followed on Wednesday, March 4, 2020 and Thursday, March 5, 2020, no conflict of interests were identified.

As a result of these interviews the recommendations are Jeff Kissel for Position No. 1, Eldrick Hereford Position No. 3, Tomalin Bailie Position No. 4, Ginger Wireman Position No. 6 and Amberlyn Scott for Youth Position No. 7.

The term for the adult positions 1, 4 and 6 will be for three years, position 3 for the remaining two years and the youth position 7 will be one year.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Board of Adjustment: Jennifer Nuzum

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Approve the appointment of Jennifer Nuzum to Position No. 4 on the Board of Adjustment.

Summary:

The Board of Adjustment interview panel considered multiple candidates to fill Position No. 4 recently vacated by Larry Lowry. Jennifer Nuzum is recommended by the panel to fill the position.

The term for Position No. 4 is for five years, effective April 1, 2020 through March 31, 2025.

Candidate application packets are on file in the City Clerk's office.

Fiscal Impact:

None.

Attachments:

I. Board of Adjustment Appointment Recommendation



BOARD OF ADJUSTMENT

MEMORANDUM

TO: City Council

THROUGH: Jennifer Rogers, Richland City Clerk

FROM: Carl Van Hoff, Board of Adjustment

DATE: March 2, 2020

SUBJECT: Board of Adjustment Vacancy

On March 2, 2020 Board Member Gray, Planning Manager Stevens, myself considered 2 candidates for the Board of Adjustment position vacated by Larry Lowry.

The candidate recommended to fill the vacancy is:

Position #4:

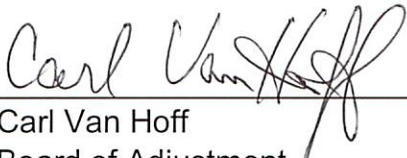
Vacated by:

Larry Lowry

Selected Candidate:

Jennifer Nuzum

If you have any questions, please feel free to contact me.

 March 5, 2020
Carl Van Hoff
Board of Adjustment



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Code Enforcement Board: Skye White, Gregery Levy, Derenda Bialy and Raymond Swenson

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointments of Skye White, Gregery Levy, Derenda Bialy and Raymond Swenson to the Code Enforcement Board as provided herein.

Summary:

The Code Enforcement Board interview panel is recommending the appointments of Skye White to Position No. 1, Gregery Levy to Position No. 2, Derenda Bialy to Position No. 3 and Raymond Swenson to Position No. 5.

The terms for Position Nos. 1, 2 and 3 are for two years, effective April 1, 2020 through March 31, 2022.

The term for Position No. 5, recently vacated by Toni Ball, will expire on March 31, 2021.

Candidate application packets are on file in the City Clerk's office.

Fiscal Impact:

None.

Attachments:

- I. Code Enforcement Board Appointment Recommendation



City of Richland
Parks and Public Facilities
500 Amon Park Drive
Richland, WA 99352
(509) 942-7529
Richlandparksandrec.com

To: City Council

From: Code Enforcement Board Interview Panel

Date: March 11, 2020

Re: Code Enforcement Board Vacancy Interviews

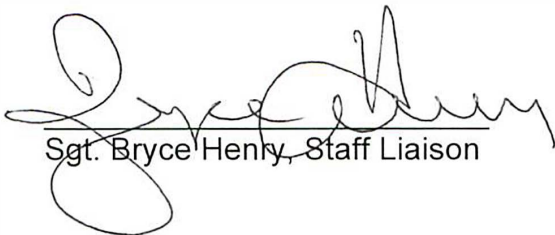
A total of six application packets were received as a result of advertising for the three (3) vacancies, positions 1, 2 and 3.

On Tuesday, February 24 and Wednesday, February 25, 2020, Council Liaison Brad Anderson, Police Liaison Mike Harrison and Police Liaison Bryce Henry conducted interviews. Interview procedures were followed and no conflict of interest was identified.

The recommendation is to appoint, Skye White to position 1, Gregery Levy to position 2, and Derenda Bialy to position 3.

The term for the Code Enforcement Board positions will be for two years from April 1, 2020 through March 31, 2022.

On March 10, 2020, Toni Ball unexpectedly vacated her position from the Code Enforcement Board due to personal reasons. As a result of this vacancy, the original remaining application packets were reviewed by Police Liaison, Bryce Henry and Counsel Liaison, Brad Anderson on the evening of March 10, 2020. Upon reviewing these application packets, the recommendation is to appoint Raymond Swenson to Toni Ball's vacated position on the board. This position will expire March 31, 2021.



Sgt. Bryce Henry, Staff Liaison



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Planning Commission: Marianne Boring and Eric L. Smith

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointments of Marianne Boring and Eric L. Smith to the Planning Commission as provided herein.

Summary:

The Planning Commission interview panel is recommending the re-appointment of Marianne Boring to Position No. 4 and appointment of Eric L. Smith to Position No. 6.

A waiver is being requested to allow Ms. Boring to continue service on the Planning Commission. Per RMC 2.04.110(F), Council may waive term limitations for one term.

Ordinance No. 06-20, also on tonight's agenda, will amend Planning Commission terms from six (6) years to four (4) years. Therefore, Position Nos. 4 and 6 will serve 4-year terms effective April 1, 2020 through March 31, 2024.

Candidate application packets are on file in the City Clerk's office.

Fiscal Impact:

None.

Attachments:

- I. Planning Commission Appointment Recommendation



MEMORANDUM

TO: City Council

THROUGH: Jennifer Rogers, Richland City Clerk

FROM: Kyle Palmer, Planning Commission Chairman

DATE: February 19, 2020

SUBJECT: Planning Commission Vacancies

On February 19, 2020 City Council Liaison, Alvarez, Planning Manager Stevens, Commissioner Mealer and myself considered 7 candidates for Planning Commission vacancies for the positions held by Marianne Boring and Phillip Keuhlen.

The candidates recommended to fill the vacancies are as follows:

Position #4:

Vacated by:

Marianne Boring

Selected Candidate:

Marianne Boring

Position #6:

Vacated by:

Phillip Keuhlen

Selected Candidate:

Eric L. Smith

If you have any questions, please feel free to contact me.



Kyle Palmer, Chairman
Planning Commission



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Parks & Recreation Commission: Jim Buelt, Samantha Mason and Sadie Smith

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointments of James Buelt, Samantha Mason and Sadie Smith to the Parks & Recreation Commission as provided herein.

Summary:

The Parks & Recreation Commission interview panel recommends the appointments of James Buelt to Position No. 2, Samantha Mason to Position No. 7, and Sadie Smith to Position No. 8. Youth Position No. 9 remains vacant.

The terms for Position Nos. 2 and 7 are for three years, effective April 1, 2020 through March 31, 2023.

The term for Youth Position No. 8 is for one year, effective April 1, 2020 through March 31, 2021.

Candidate application packets are on file at the City Clerk's office.

Fiscal Impact:

None.

Attachments:

I. Parks & Recreation Commission Appointment Recommendation



City of Richland
Parks and Public Facilities
500 Amon Park Drive
Richland, WA 99352
(509) 942-7529
Richlandparksandrec.com

To: City Council

From: Parks and Recreation Commission Interview Panel

Date: March 10, 2020

Re: Commission Vacancy Interview Results

Cc: Parks and Public Facilities Director, Joe Schiessl

The total of sixteen application packets (three youth and four adult) were received as a result of advertising for the four (4) vacancies for Adult Positions No. 2 and No 7 and for the Youth Positions No. 8 and No. 9.

On Monday, March 2, 2020 and Monday, March 9, 2020 Parks and Recreation Chair Gutierrez, Vice Chair Doran, Council Liaison Kent and Staff Liaison Schiessl interviewed the candidates. Interview procedures were followed and no conflict of interest was identified.

As a result of these interviews the recommendations are; James Buelt for Position No. 2, Samantha Mason for Position No. 7, Sadie Smith for the Youth Position No. 8, and the Youth Position No. 9 remains vacant.

The term for the adult positions will be for three years and the Youth Positions will be one year.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Economic Development Committee: Megan Hughes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Approve the appointment of Megan Hughes to Position No. 4 on the Economic Development Committee.

Summary:

The Economic Development Committee interview panel considered five (5) candidates to fill vacant Position No. 4 previously held by Rae Moss. Megan Hughes is recommended to fill the position.

The term for Position No. 4 will expire on September 30, 2021.

Candidate application packets are on file in the City Clerk's office.

Fiscal Impact:

None.

Attachments:

I. EDC Appointment Recommendation



MEMORANDUM

TO: Richland City Clerk

FROM: Brad Bricker, Economic Development Committee Chairman

DATE: March 9, 2020

SUBJECT: Economic Development Committee Vacancy

On March 9, 2020, City Council Liaison Christensen and I considered 5 candidates for the Economic Development Committee vacancy for the position resigned by Rae Moss.

The candidate recommended to fill the vacancy is:

Position #4: At Large

Resigned:

Rae Moss

Selected Candidate:

Megan Hughes

If you have any questions, please feel free to contact me.

Brad Bricker, Chairman
Economic Development Committee



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from February 24, 2020 - March 6, 2020 for \$19,151,602.56 including Check Nos. 277095-277495, Travel Check Nos. 19912-19921, Wire Nos. 8033-8051, Payroll Check Nos. 162226-162777, Payroll Wire/ACH Nos. 11401-11424 and Pension Check Nos. 5388-5418.

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from February 24, 2020 to March 6, 2020 in the amount of \$19,151,602.56.

Summary:

Breakdown of Expenditures:

Check Nos.	277095-277495	2,458,511.66
Travel Check Nos.	19912-19921	5,963.44
Wire Nos.	8033-8051	13,731,097.88
Payroll Check Nos.	162226-162777	1,255,973.88
Payroll Wires/ACH	11401-11424	1,671,980.64
Pension Check Nos.	5388-5418	28,075.06
TOTAL		\$19,151,602.56

Fiscal Impact:

Total Disbursements: \$19,151,602.56

Attachments:

1. Summary-Breakdown of Expenditures
2. Check & Travel Check Nos
3. Wire Nos
4. Payroll Check Detail-Vendor List
5. Payroll Checks-Direct Deposit
6. Payroll Wire and ACH Nos.
7. Pension Check Nos.

Summary - Breakdown of Expenditures - 2/24/2020 - 3/6/2020

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Check Nos.	19912	19921	10	\$5,963.44	\$367.91
AP Check Nos.	277095	277495	401	\$2,458,511.66	\$832.40
AP Wire Nos.	8033	8051	11	\$13,731,097.88	\$0.00
Payroll Wire/ACH Nos.	11401	11424	24	\$1,671,980.64	\$0.00
Payroll Check Nos.	162226	162777	540	\$1,255,973.88	\$0.00
Pension Check Nos.	5388	5418	31	\$28,075.06	\$0.00

\$19,151,602.56

AP (Non-Payroll) Check Processing Log - MUNIS 2/24/2020 - 3/6/2020

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
02/25/2020	02/25/2020	277095	P	10015	BOWLS, DAVID	\$300.00	0	022420P	NON COVERED MEDICAL
	02/25/2020	277096	P	10162	LEE BUSH	\$14,016.16	0	022420P	NON COVERED MEDICAL
	02/25/2020	277097	P	10170	RANDY H CARPER	\$60.00	0	022420P	NON COVERED VISION
	02/25/2020	277098	P	10023	CARRICK, HENRY	\$5,778.95	0	022420P	NON COVERED MEDICAL
	02/25/2020	277099	P	10167	MIKE CASE	\$240.67	0	022420P	NON COVERED RX
	02/25/2020	277100	P	10248	CENTER VISION & CONTACT LENS CLINIC INC	\$82.00	0	022420P	NON COVERED VISION
	02/25/2020	277101	P	31150	ANDREW K RAMOS	\$385.00	0	022420P	NON COVERED MEDICAL
	02/25/2020	277102	P	10208	FRANK CLARK	\$80.74	0	022420P	NON COVERED MEDICAL
	02/25/2020	277103	P	10040	DANNY DOWNS	\$40.49	0	022420P	NON COVERED RX
	02/25/2020	277104	P	30943	RAYMOND ESTY	\$2,167.74	0	022420P	NON COVERED MEDICAL
	02/25/2020	277105	P	10045	ALLEN LARRY FERRIANS	\$1,770.00	0	022420P	NON COVERED MEDICAL
	02/25/2020	277106	P	10213	JACK D KEYS	\$4,714.11	0	022420P	NON COVERED MEDICAL
	02/25/2020	277107	P	10185	ROGER P LAHTI	\$2,201.13	0	022420P	NON COVERED MEDICAL
	02/25/2020	277108	P	10271	SCOTT K LARSON	\$14.80	0	022420P	NON COVERED RX
	02/25/2020	277109	P	10094	LOURDES HEALTH NETWORK	\$16.85	0	022420P	NON COVERED MEDICAL
	02/25/2020	277110	P	10116	DONALD SIEMENS	\$598.36	0	022420P	NON COVERED MEDICAL
	02/25/2020	277111	P	31149	GLENN LEE OSTLER, DDS PS	\$538.40	0	022420P	NON COVERED DENTAL
	02/25/2020	277112	P	10163	GERALD D THOMAS	\$45.00	0	022420P	NON COVERED VISION
	02/25/2020	277113	P	10077	ROD WILMOTH	\$2,390.00	0	022420P	NON COVERED MEDICAL
	02/25/2020	277114	P	12211	WOUNDCAREMAX PLLC	\$219.30	0	022420P	NON COVERED MEDICAL
	02/25/2020	277115	P	10151	GERALD ZIMMERMAN	\$76.20	0	022420P	NON COVERED DENTAL
02/26/2020	02/26/2020	19912	P	30693	CHILDRESS, JOSH	\$228.91	0	022620AT	20-083 THE POWER OF RESILIENCE
	02/26/2020	19913	P	30381	FOURNIER-PLANTE, AIMEE	\$228.91	0	022620AT	20-107 THE POWER OF RESILIENCE
	02/26/2020	19914	P	30733	KENDALL, KARIN	\$228.91	0	022620AT	20-084 THE POWER OF RESILIENCE
	02/26/2020	19915	P	30280	OLLERMAN, TRACEY	\$253.91	0	022620AT	20-082 THE POWER OF RESILIENCE
	02/26/2020	19916	P	30850	WESTPHAL, NICHOLE	\$1,809.40	0	022620AT	20-003 RESIDENTIAL PLANS EXAM
	02/26/2020	19917	P	30854	WHITNEY, CLINT	\$298.55	0	022620AT	20-079 PPC MEMBERS FORUM MEETI
	02/26/2020	277116	P	10439	PYC LLC	\$177.31	0	022620I	UNIFORM LAUNDRY
	02/26/2020	277117	P	10705	AMERICAN ROCK PRODUCTS INC	\$2,417.27	0	022620I	5/8 TOP COURSE
	02/26/2020	277118	P	30312	AUST, RANDY	\$164.45	0	022620I	20-16 AUST LEAN PRACTICES
	02/26/2020	277119	P	31109	BENTON CONSERVATION DISTRICT	\$1,298.12	0	022620I	C11-20 SALMON POWER PROGRAM IL
	02/26/2020	277120	P	10008	BENTON PUD	\$2,567.75	0	022620I	C13-028 JANUARY 1-MARCH 31, 20
	02/26/2020	277121	P	11356	C & E TRENCHING LLC	\$4,502.10	0	022620I	WTP FILTER MEDIA INSTALLATION
	02/26/2020	277122	P	31092	BRANDEE-GAIL CHUN	\$74.07	0	022620I	REIMB CHUN 20-026 ACCESS TRAIN
	02/26/2020	277123	P	10261	CITY OF RICHLAND	\$215.00	0	022620I	415 STEVENS DRIVE - LOT LINE A
	02/26/2020	277124	P	10877	CLAYTON WARD COMPANY	\$32,103.32	0	022620I	DROP BOX RECYCLING - 1/31/202
	02/26/2020	277125	P	11516	COLEMAN OIL COMPANY	\$12,553.59	0	022620I	WEEKLY CARD LOCK FUEL 2/17-2/2
	02/26/2020	277126	P	11169	EFFICIENCY SOLUTIONS LLC	\$4,280.00	0	022620I	C244-17 LOAD FORECAST AND INTE
	02/26/2020	277127	P	10322	ENERGY INCENTIVES INC	\$3,575.00	0	022620I	C337-18 RESIDENTIAL ENERGY EFF
	02/26/2020	277128	P	11762	ENTERPRISE HOLDINGS INC	\$507.20	0	022620I	INV 23834430 20-044 EDGEMON, 1
	02/26/2020	277129	P	10508	FASTENAL COMPANY	\$89.58	0	022620I	SAW BLADES, SANDING BLADE
	02/26/2020	277130	P	10911	N HARRIS COMPUTER CORPORATION	\$79,846.62	0	022620I	CIS INFINITY & LINK SUPPORT 1-
	02/26/2020	277131	P	10406	JUB ENGINEERS INC	\$1,831.17	0	022620I	2019 TRENCHLESS SEWER REHAB-CN
	02/26/2020	277132	P	10312	LESKOVAR LINCOLN MERCURY	\$320.64	0	022620I	BELT,PULLEY,TENSIONER VEH#2395
	02/26/2020	277133	P	11153	JT AUTOMOTIVE PARTS INC	\$102.08	0	022620I	16 GA WIRE VEH#3359 WO#57394
	02/26/2020	277134	P	11863	OGDEN MURPHY WALLACE, PLLC	\$2,742.00	0	022620I	VERIZON FRANCHISE PROFESSIONAL
	02/26/2020	277135	P	10507	PARADISE BOTTLED WATER CO LLC	\$51.80	0	022620I	OPS BOTTLED WATER-JANUARY
	02/26/2020	277136	P	10647	RIVER CITY TOWING INC	\$195.48	0	022620I	TOW CHARGE
	02/26/2020	277137	P	10927	RMT EQUIPMENT	\$828.57	0	022620I	CANOPY VEH#7145 WO#56962
	02/26/2020	277138	P	12228	SENSERA SYSTEMS INC	\$3,723.10	0	022620I	SITECLOUD SERVICE AND CELLULAR
	02/26/2020	277139	P	30027	SEATTLE SEWING SOLUTIONS INC	\$1,044.73	0	022620I	RPD Jumpsuit: Hesla
	02/26/2020	277140	P	10407	TOTER INC	\$54,664.78	0	022620I	TOTERS
	02/26/2020	277141	P	11175	TYNDALE COMPANY INC	\$381.33	0	022620I	2020 FIRE RATED CLOTHING SCL48

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/26/2020	277142	P	12127	WATTS CONSTRUCTION INC	\$717.15	0	0226201	HYDRANT METER # 301 REFUND
	02/26/2020	277143	P	10705	AMERICAN ROCK PRODUCTS INC	\$367.58	0	0226202	5/8 TOP COURSE
	02/26/2020	277144	P	10985	BAKER CONSTRUCTION & DEVELOPMENT INC	\$574.65	0	0226202	HYDRANT METER #302 REFUND
	02/26/2020	277145	P	11336	BANLIN CONSTRUCTION LLC	\$687.15	0	0226202	HYDRANT METER #334 REFUND (REN
	02/26/2020	277146	P	11037	AMBRO INC	\$7.81	0	0226202	9V LITHIUM BATTERY WTP
	02/26/2020	277147	P	10518	BEAVER BARK & ROCK	\$190.03	0	0226202	CONCRETE - 5-1/2 SACK P9200007
	02/26/2020	277148	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$2,280.00	0	0226202	WATER SAMPLING ANALYSIS
	02/26/2020	277149	P	12126	BIG D'S CONSTRUCTION	\$719.05	0	0226202	HYDRANT METER #322 REFUND
	02/26/2020	277150	P	11062	COLUMBIA SNAKE RIVER IRRIGATORS ASSN	\$2,000.00	0	0226202	CSRIA 2020 MEMBERSHIP DUES
	02/26/2020	277151	P	10470	COMMERCIAL TIRE INC	\$3,669.03	0	0226202	RECAP TIRES VEH#3351 WO#57422
	02/26/2020	277152	P	10956	CROSBY, RANDY	\$718.10	0	0226202	HYDRANT METER #352 REFUND
	02/26/2020	277153	P	30178	DDB, LLC.	\$717.15	0	0226202	HYDRANT METER #387 REFUND
	02/26/2020	277154	P	10342	BENTON FRANKLIN COUNTIES	\$3,773.85	0	0226202	4TH QUARTER 2019 LIQUOR TAXES
	02/26/2020	277155	P	10315	FERGUSON ENTERPRISES INC	\$12.95	0	0226202	REDUCING \$80 PVC BUSHING
	02/26/2020	277156	P	11797	FISHER CONSTRUCTION GROUP	\$720.00	0	0226202	HYDRANT METER #375 REFUND
	02/26/2020	277157	P	30534	HEMPSTEAD, JAMES	\$164.45	0	0226202	20-14 HEMPSTEAD LEAN PRACTICES
	02/26/2020	277158	P	31140	WES HODGES	\$717.15	0	0226202	HYDRANT METER #308 REFUND
	02/26/2020	277159	P	31040	INLAND WASHINGTON LLC	\$716.20	0	0226202	HYDRANT METER #332 REFUND
	02/26/2020	277160	P	30911	JACKSON, STACY	\$100.48	0	0226202	20-045 JACKSON, S. 2020 WRPA R
	02/26/2020	277161	P	11657	JOYCE ZIKER PARKINSON PLLC	\$1,738.00	0	0226202	LANDFILL CONTAMINATN-LEGAL SRV
	02/26/2020	277162	P	12188	KENNEWICK IRRIGATION DISTRICT	\$631.65	0	0226202	HYDRANT METER #338 REFUND
	02/26/2020	277163	P	10357	OXARC INC	\$77.76	0	0226202	RENTAL MULTIPLE GAS CYLINDERS
	02/26/2020	277164	P	30448	PILLAR CONTRACTING LLC	\$717.15	0	0226202	HYDRANT METER #316 REFUND
	02/26/2020	277165	P	999001	REC REFUND	\$259.00	0	0226202	CREDIT FOR BABY SHOWER #5861 H
	02/26/2020	277166	P	999001	REC REFUND	\$150.00	0	0226202	DAMAGE DEPOSIT REFUND
	02/26/2020	277167	P	999001	REC REFUND	\$150.00	0	0226202	BALANCE REFUND
	02/26/2020	277168	P	999001	REC REFUND	\$150.00	0	0226202	DAMAGE DEPOSIT REFUND
	02/26/2020	277169	P	999001	REC REFUND	\$425.00	0	0226202	DAMAGE DEPOSIT REFUND
	02/26/2020	277170	P	999001	REC REFUND	\$8.00	0	0226202	MEMBERSHIP CANCELLATION
	02/26/2020	277171	P	999001	REC REFUND	\$150.00	0	0226202	DAMAGE DEPOSIT REFUND
	02/26/2020	277172	P	999001	REC REFUND	\$58.00	0	0226202	SPORT WITHDRAWAL
	02/26/2020	277173	P	30486	ROACH, ANNIKA	\$44.28	0	0226202	REIMB MILEAGE JAN 2020
	02/26/2020	277174	P	10311	SEA WESTERN INC	\$2,424.28	0	0226202	V-FORCE COATS AND PANTS
	02/26/2020	277175	P	11563	SMARSH, INC.	\$2,205.80	0	0226202	ANNUAL RENEWAL MESSAGE/WEB ARC
	02/26/2020	277176	P	31144	SONOMA STATE UNIVERSITY	\$50.00	0	0226202	LOST INTER LIBRARY LOAN BOOK
	02/26/2020	277177	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$12,022.83	0	0226202	Sign Supplies
	02/26/2020	277178	P	11606	ELIZABETH E TROST	\$134.05	0	0226202	NOVEMBER CLASS 7858
	02/26/2020	277179	P	30832	VAN BEEK, MICHAEL	\$164.45	0	0226202	20-15 VANBEEK LEAN PRACTICES
	02/26/2020	277180	P	11846	WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS	\$3,122.03	0	0226202	REAR RAKE SPRING TINES VEH#660
	02/26/2020	277181	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$47.63	0	0226202	CIRCUIT BREAKER VEH#3296 WO#5
	02/26/2020	277182	P	10194	XEROX CORPORATION	\$836.59	0	0226202	COPIER #3UA-295171 JANUARY 202
	02/26/2020	277183	P	30871	ZUKOWSKI, PETER	\$435.43	0	0226202	20-22 ZUKOWSKI NFA-R0385 MANAG
02/28/2020	02/28/2020	277184	P	10838	GRIGG ENTERPRISES INC	\$116.05	0	0228201	SHOPS - IRRIGATION REPAIR
	02/28/2020	277185	P	10504	ABM JANITORIAL NORTHWEST	\$14,481.82	0	0228201	JANITORIAL SERVICES - JAN
	02/28/2020	277186	P	10995	AUS WEST LOCKBOX	\$573.08	0	0228201	LINEN CHARGES FOR JANUARY
	02/28/2020	277187	P	999000	AUREF	\$66.74	0	0228201	2550 DUPORTAIL ST I150
	02/28/2020	277188	P	999000	AUREF	\$67.09	0	0228201	575 COLUMBIA POINT DR Apt 217
	02/28/2020	277189	P	999000	AUREF	\$92.49	0	0228201	69 JADWIN AVE 63
	02/28/2020	277190	P	999000	AUREF	\$114.47	0	0228201	3003 QUEENSGATE DR Apt 109
	02/28/2020	277191	P	999000	AUREF	\$102.23	0	0228201	1650 MOWRY SQ 231
	02/28/2020	277192	P	999000	AUREF	\$134.77	0	0228201	2105 PULLEN ST 25
	02/28/2020	277193	P	999000	AUREF	\$80.75	0	0228201	2894 SALK AVE Apt 343
	02/28/2020	277194	P	999000	AUREF	\$157.12	0	0228201	319 THAYER DR
	02/28/2020	277195	P	999000	AUREF	\$83.58	0	0228201	1650 MOWRY SQ 214
	02/28/2020	277196	P	999000	AUREF	\$91.69	0	0228201	2101 STEPTOE ST Apt 129
	02/28/2020	277197	P	999000	AUREF	\$7.44	0	0228201	653 HANFORD ST
	02/28/2020	277198	P	999000	AUREF	\$261.79	0	0228201	1011 BENHAM ST

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/28/2020	277199	P	999000	AUREF	\$93.34	0	0228201	250 GAGE BLVD 2075
	02/28/2020	277200	P	999000	AUREF	\$82.15	0	0228201	3365 NOTTINGHAM DR
	02/28/2020	277201	P	999000	AUREF	\$109.67	0	0228201	2101 STEPTOE ST Apt 128
	02/28/2020	277202	P	11079	AUTOZONE STORES LLC	\$412.76	0	0228201	TOOLS FOR JERRY
	02/28/2020	277203	P	10281	BENTON COUNTY	\$8,678.13	0	0228201	WORK CREW - JANUARY
	02/28/2020	277204	P	10281	BENTON COUNTY	\$77,689.56	0	0228201	CUSTODY COSTS JAN. 2020
	02/28/2020	277205	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$1,100.00	0	0228201	2020 SLD WST PRMT - PILES USED
	02/28/2020	277206	P	10008	BENTON PUD	\$1,902.28	0	0228201	C-SC157A PRE-NOTIFICATION SERV
	02/28/2020	277207	P	11769	BERRY DUNN MCNEIL & PARKER, LLC	\$2,660.00	0	0228201	JAN 2020 OVERSIGHT ERP
	02/28/2020	277208	P	11272	BOYD'S TREE SERVICE LLC	\$8,453.48	0	0228201	C336-17 TREE PRUNING & VEGETAT
	02/28/2020	277209	P	12320	BUILDERS FIRSTSOURCE, INC	\$117.77	0	0228201	COLUMBIA PT MARINA - DOCK REPA
	02/28/2020	277210	P	12229	CANON FINANCIAL SERVICES, INC	\$381.27	0	0228201	CANON-IRCS5501-XLG04984-FEB
	02/28/2020	277211	P	10026	CASCADE NATURAL GAS CORP	\$1,149.44	0	0228201	NATURAL GAS USAGE THRU 2/13/20
	02/28/2020	277212	P	10597	CHARTER COMMUNICATIONS	\$221.97	0	0228201	INTERNET THRU 3/10/20
	02/28/2020	277213	P	10458	COLUMBIA BASIN DIVE RESCUE	\$6,500.00	0	0228201	AGENCY SUPPORT SPLIT 50% BETWE
	02/28/2020	277214	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$225.35	0	0228201	RCC - LIGHT REPAIR
	02/28/2020	277215	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$5.59	0	0228201	POWER BITS
	02/28/2020	277216	P	11526	CORWIN OF PASCO LLC	\$86.17	0	0228201	MOULDING VEH#3316 WO#57375
	02/28/2020	277217	P	31147	CROWN PROPERTY MANAGEMENT	\$54.25	0	0228201	REIMBURSE 11/21/19 DUPLICATE
	02/28/2020	277218	P	10139	DEPARTMENT OF ECOLOGY	\$64.00	0	0228201	RENEWAL 2020 OPS CERT MORENO 8
	02/28/2020	277219	P	10801	DOMESTIC VIOLENCE SVCS OF BNTN & FRNKLN COUNTIES	\$888.50	0	0228201	DV ADVOCACY JAN 2020
	02/28/2020	277220	P	11830	DSU PETERBILT & GMC INC	\$3,470.49	0	0228201	FUEL TANK VEH#3315 WO#56932
	02/28/2020	277221	P	11044	EWING IRRIGATION PRODUCTS INC	\$9,041.38	0	0228201	COLUMBIA PLAYFIELD IMPROVEMENT
	02/28/2020	277222	P	10044	FARMERS EXCHANGE	\$995.12	0	0228201	STOCK - SHREAD N VAC BLOWER
	02/28/2020	277223	P	10508	FASTENAL COMPANY	\$290.21	0	0228201	TIE DOWNS
	02/28/2020	277224	P	10315	FERGUSON ENTERPRISES INC	\$258.27	0	0228201	HOWARD AMON - PLUMBING PARTS
	02/28/2020	277225	P	10220	FRONTIER FENCE INC	\$5.15	0	0228201	BARTH PARK - FENCE REPAIR
	02/28/2020	277226	P	31146	GENERAL DYNAMICS ORDNANCE & TACTICAL SYSTEMS	\$1,240.00	0	0228201	SIMUNITION TRAINING 20-099 PAR
	02/28/2020	277227	P	10203	GRAINGER	\$2,752.16	0	0228201	POLY BAG
	02/28/2020	277228	P	10046	HD FOWLER COMPANY INC	\$5,767.47	0	0228201	CLAYBELL - IRRIGATION IMPROVEM
	02/28/2020	277229	P	31145	HUNNY-DO CREW	\$91.29	0	0228201	REIMBURSE OVERCHARGED FEES FRO
	02/28/2020	277230	P	10093	MCCURLEY CHEVROLET	\$325.75	0	0228201	DETAIL VEH#3256 WO#57335
	02/28/2020	277231	P	10358	MOON SECURITY SERVICES INC	\$470.24	0	0228201	LIBRARY - FIRE MONITORING - MA
	02/28/2020	277232	P	10263	NORCO INC	\$596.87	0	0228201	Hard Hats and Accessories
	02/28/2020	277233	P	11371	PAUL PARISH LIMITED	\$1,050.00	0	0228201	CRANE INSPECTIONS - PAUL PARIS
	02/28/2020	277234	P	10456	PERMIT SURVEYING INC	\$6,600.00	0	0228201	SURVEYING SERVICES - 505 SWIFT
	02/28/2020	277235	P	12238	REXEL USA, INC	\$254.07	0	0228201	2: 2020 CODEBOOKS
	02/28/2020	277236	P	31049	PROFIBER, LLC	\$1,737.60	0	0228201	HORN RAPIDS FIBER SPLICING PRO
	02/28/2020	277237	P	31098	SOILWORKS, LLC	\$13,222.50	0	0228201	LANDFILL PH 1B GROUNDCOVER-MAT
	02/28/2020	277238	P	11785	SOLENIS LLC	\$9,898.02	0	0228201	POLYMER
	02/28/2020	277239	P	30890	SPARTAN TRUCK COMPANY	\$1,642.69	0	0228201	GRIP SPRING VEH#3336 WO#5736
	02/28/2020	277240	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$2,380.76	0	0228201	SAFETY CONES, 28-INCH (5LB), T
	02/28/2020	277241	P	10642	TREASURE VALLEY COFFEE CO OF THE COLUMBIA BASIN	\$221.90	0	0228201	COFFEE DELIVERY
	02/28/2020	277242	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$245.74	0	0228201	GEN SET VEH#6619 WO#57395
	02/28/2020	277243	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$369.01	0	0228201	CAMERA VEH#3284 WO#57362
03/04/2020	03/04/2020	19918	P	30664	BUECHLER, KENNETH	\$1,145.75	0	030420AT	20-111 INSPECTOR CERT EXM PREP
	03/04/2020	19919	VOID	30198	DUNCAN, ESTHER MARIA	\$0.00	367.91	030420AT	VOID AFTER UPDATE 03/09/2020
	03/04/2020	19920	P	30359	ESPINOSA, DAVE	\$383.00	0	030420AT	20-042 ESRI DEVELOPER CONFEREN
	03/04/2020	19921	P	30534	HEMPSTEAD, JAMES	\$1,386.10	0	030420AT	20-112 INSPECTOR CERT EXAM PRE
	03/04/2020	277244	P	10838	GRIGG ENTERPRISES INC	\$15.83	0	0304201	MCRFBR CLOTHS, LYSOL APC INFLU
	03/04/2020	277245	P	12417	AHBL, INC	\$1,415.00	0	0304201	MASTER PLANNING SVC, CONTRACT
	03/04/2020	277246	P	10347	AIREFCO INC	\$169.06	0	0304201	SHOPS 100 - HVAC PARTS
	03/04/2020	277247	P	11890	AMERICAN WHEEL SPECIALIST, INC	\$271.50	0	0304201	COLUMBIA PARK W - POWDER COAT
	03/04/2020	277248	P	10157	AMERIGAS	\$332.46	0	0304201	PROPANE MONTANA LS GENERATOR
	03/04/2020	277249	P	10644	ANIXTER INC	\$1,208.72	0	0304201	Fuses
	03/04/2020	277250	P	30929	ARCHER ANALYTICAL INC.	\$3,738.00	0	0304201	ANALYTICAL SVCS FOR WWTF LAB
	03/04/2020	277251	P	11490	ARCHITECTS WEST INC	\$6,480.00	0	0304201	HR LANDFILL SCALEHOUSE DESIGN&

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	03/04/2020	277252	P	11335	ARROW-TECH INC	\$2,087.50	0	0304201	DRCAL-100 DIRECT-READING DOSI
	03/04/2020	277253	P	10583	GREG WALDEN	\$5,145.03	0	0304201	YOUTH BASKETBALL SHIRTS
	03/04/2020	277254	P	999000	AUREF	\$228.14	0	0304201	1 MASTER ACCOUNT - APPLY TO WA
	03/04/2020	277255	P	11079	AUTOZONE STORES LLC	\$166.59	0	0304201	PUMP VEH#2374 WO#57282
	03/04/2020	277256	P	12407	AVANTECH INC	\$481.11	0	0304201	DAWN MACDONALD 1/1/20 - 1/31/2
	03/04/2020	277257	P	11126	B AND B TRAILERS LLC	\$10.86	0	0304201	TRAILER LIGHTS VEH#4159 WO#573
	03/04/2020	277258	P	10103	BADGLEY, KERI RANDALL	\$135.50	0	0304201	MEDICARE PREMIUM/BADGLEY
	03/04/2020	277259	P	10004	BAKER, MARSHALL R	\$135.50	0	0304201	MEDICARE PREMIUM/BAKER
	03/04/2020	277260	P	10160	BATES, LAURIE VERN JR	\$135.50	0	0304201	MEDICARE PREMIUM/BATES
	03/04/2020	277261	P	10855	BEDEN, LARRY	\$144.60	0	0304201	MEDICARE PREMIUM/BEDEN
	03/04/2020	277262	P	10009	BENTON COUNTY TREASURER	\$22,483.35	0	0304201	BENTON COUNTY DISTRICT COURT A
	03/04/2020	277263	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$3,500.00	0	0304201	2020 RENEWAL APPLICATION SOLID
	03/04/2020	277264	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$79.27	0	0304201	COLLINS RD RADIO TOWER
	03/04/2020	277265	P	10683	BLAZE CONE COMPANY, INC	\$338.50	0	0304201	Cones Jan 2020
	03/04/2020	277266	P	12389	BLUE MOUNTAIN TELECOMMUNICATION SERVICES	\$1,312.75	0	0304201	FIBER BUILD- FAMILY FIRST DENT
	03/04/2020	277267	P	11778	DSD CAPITAL LLC	\$82.64	0	0304201	POL SVC COMPOST JAN 2020
	03/04/2020	277268	P	10218	BOLSTAD, BARRY	\$144.60	0	0304201	MEDICARE PREMIUM/BOLSTAD
	03/04/2020	277269	P	10015	BOWLS, DAVID	\$104.90	0	0304201	MEDICARE PREMIUM/BOWLS
	03/04/2020	277270	P	31152	BOYLE CONSULTING ENGINEERS, PLLC	\$6,760.00	0	0304201	2019 TRENCHLESS SEWER REHAB-LI
	03/04/2020	277271	P	10169	BRUNSON, DALE A	\$124.60	0	0304201	MEDICARE PREMIUM/BRUNSON
	03/04/2020	277272	P	10162	LEE BUSH	\$139.60	0	0304201	MEDICARE PREMIUM/BUSH
	03/04/2020	277273	P	10180	CANFIELD, HARRY R	\$135.50	0	0304201	MEDICARE PREMIUM/CANFIELD
	03/04/2020	277274	P	10170	RANDY H CARPER	\$602.60	0	0304201	MEDICARE PREMIUM/CARPER
	03/04/2020	277275	P	10023	CARRICK, HENRY	\$134.00	0	0304201	MEDICARE PREMIUM/CARRICK
	03/04/2020	277276	P	10026	CASCADE NATURAL GAS CORP	\$18.63	0	0304201	GAS FOR GEN COLUMBIA PK TRL LS
	03/04/2020	277277	P	10167	MIKE CASE	\$135.50	0	0304201	MEDICARE PREMIUM/CASE
	03/04/2020	277278	P	10240	CENTRAL HOSE & FITTINGS INC	\$14.47	0	0304201	ADAPTERS VEH#7119 WO#57331
	03/04/2020	277279	P	10847	CERIUM NETWORKS INC	\$54,673.97	0	0304201	SMARTNET RENEWAL 2020
	03/04/2020	277280	P	10261	CITY OF RICHLAND	\$8,960.88	0	0304201	DROP BOX HAULING WWTF
	03/04/2020	277281	P	10261	CITY OF RICHLAND	\$1,163.76	0	0304201	20-037 BICKFORD PER DIEM/HOTEL
	03/04/2020	277282	P	10208	FRANK CLARK	\$104.90	0	0304201	MEDICARE PREMIUM/CLARK
	03/04/2020	277283	P	10029	CLEAVANGER, MICHAEL	\$135.50	0	0304201	MEDICARE PREMIUM/CLEAVANGER
	03/04/2020	277284	P	10028	CLEAVANGER, WILL J	\$144.60	0	0304201	MEDICARE PREMIUM/CLEAVANGER
	03/04/2020	277285	P	11516	COLEMAN OIL COMPANY	\$14,248.78	0	0304201	WEEKLY CARD LOCK FUEL 2/24-2/
	03/04/2020	277286	P	10470	COMMERCIAL TIRE INC	\$8,881.30	0	0304201	TIRE CHANGE VEH#3333 WO#57447
	03/04/2020	277287	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$9,878.26	0	0304201	Lighting
	03/04/2020	277288	P	12151	CORE & MAIN LP	\$5,291.82	0	0304201	Ford Fittings
	03/04/2020	277289	VOID	10038	COUCH, LARRY	\$0.00	144.6	0304201	VOID AFTER UPDATE 03/04/2020
	03/04/2020	277290	P	30166	CUMMINS NORTHWEST LLC	\$527.62	0	0304201	GENERATOR REPAIR VEH#3269 WO
	03/04/2020	277291	P	10166	DEMYER, JAMES J	\$144.60	0	0304201	MEDICARE PREMIUM/DEMYER
	03/04/2020	277292	VOID	10040	DANNY DOWNS	\$0.00	135.5	0304201	VOID AFTER UPDATE 03/04/2020
	03/04/2020	277293	P	10048	DRIVER, DOUGLAS D	\$135.50	0	0304201	MEDICARE PREMIUM/DRIVER
	03/04/2020	277294	P	10041	DUCHEMIN, ROGER	\$135.50	0	0304201	MEDICARE PREMIUM/DUCHEMIN
	03/04/2020	277295	P	12487	FARO TECHNOLOGIES INC	\$217.20	0	0304201	FARO SOFTWARE LICENSE
	03/04/2020	277296	P	10315	FERGUSON ENTERPRISES INC	\$14.07	0	0304201	703 BLDG - PLUMBING PARTS
	03/04/2020	277297	P	10045	ALLEN LARRY FERRIANS	\$144.60	0	0304201	MEDICARE PREMIUM/FERRIANS
	03/04/2020	277298	P	31071	FRONTIER COMMUNICATIONS CORPORATION	\$384.66	0	0304201	TELEPHONE CHARGE 2/4/20-3/3/20
	03/04/2020	277299	P	10165	GANLEY, JOHN M	\$144.60	0	0304201	MEDICARE PREMIUM/GANLEY
	03/04/2020	277300	P	11892	MARK J VILLA	\$1,600.00	0	0304201	WWTF AERATION BASIN 2 RETROFIT
	03/04/2020	277301	P	12445	GILL, JAMES GREG	\$135.50	0	0304201	MEDICARE PREMIUM/GILL
	03/04/2020	277302	P	31042	JAMES B GOULD	\$135.50	0	0304201	MEDICARE PREMIUM/GOULD
	03/04/2020	277303	P	10203	GRAINGER	\$1,196.35	0	0304201	GLOVES FOR WHSE STOCK
	03/04/2020	277304	P	31119	H. BARBER & SONS, INC.	\$12,700.00	0	0304201	ONE NEW 2020 SANDMAN 850 SURF
	03/04/2020	277305	P	10251	HIGGINS, FRED C	\$121.60	0	0304201	MEDICARE PREMIUM/HIGGINS
	03/04/2020	277306	P	30058	INFOSEND, INC.	\$19,692.77	0	0304201	2019 TRENCHLESS SEWER REHAB B
	03/04/2020	277307	P	10577	IMT INC	\$958.00	0	0304201	DUPORTAIL BRIDGE-MATERIALS TES
	03/04/2020	277308	P	10062	IRRIGATION SPECIALISTS INC	\$49.43	0	0304201	WADER POOL PLASTER WORK

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	03/04/2020	277309	P	10290	JIM'S PACIFIC GARAGES INC	\$2,126.86	0	0304201	DEF SENDER VEH#7146 WO#57391
	03/04/2020	277310	P	10064	JOHNSON, NEILS E	\$120.60	0	0304201	MEDICARE PREMIUM/JOHNSON
	03/04/2020	277311	P	10704	JONES, HAROLD	\$144.60	0	0304201	MEDICARE PREMIUM/JONES
	03/04/2020	277312	P	30582	JUDGE, DARRYL	\$111.90	0	0304201	20-038 JUDGE TRANSPARKING IC
	03/04/2020	277313	P	31091	JUSTICE FAMILY ENTERPRISES INC	\$3,522.97	0	0304201	FIRE DEPT COMMAND BOARDS
	03/04/2020	277314	P	10213	JACK D KEYS	\$134.00	0	0304201	MEDICARE PREMIUM/KEYS
	03/04/2020	277315	P	10185	ROGER P LAHTI	\$117.50	0	0304201	MEDICARE PREMIUM/LAHTI
	03/04/2020	277316	P	10271	SCOTT K LARSON	\$144.60	0	0304201	MEDICARE PREMIUM/LARSON
	03/04/2020	277317	P	12074	LENTZ, THOMAS JR	\$600.00	0	0304201	REIMBURSE CISCO IP NETWORKS EX
	03/04/2020	277318	P	10156	LEWIS, DAVID L	\$113.50	0	0304201	MEDICARE PREMIUM/LEWIS
	03/04/2020	277319	P	10298	LN CURTIS & SONS	\$4,019.06	0	0304201	1044 MSA CAIRNS TRADITIONAL FI
	03/04/2020	277320	P	10093	MCCURLEY CHEVROLET	\$479.74	0	0304201	TRANS FILTER VEH#2374 WO#5728
	03/04/2020	277321	P	11576	MERCER (US) INC	\$7,083.33	0	0304201	CONSULTING SERVICES FOR JAN. 2
	03/04/2020	277322	P	10358	MOON SECURITY SERVICES INC	\$168.27	0	0304201	FIRE IN INFLU & MONTHLY SVC
	03/04/2020	277323	VOID	10164	MOORE, ROBERT	\$0.00	144.6	0304201	VOID AFTER UPDATE 03/04/2020
	03/04/2020	277324	P	10085	MULROY, JAMES P	\$144.60	0	0304201	MEDICARE PREMIUM/MULROY
	03/04/2020	277325	P	10086	MURRAY, DAVID	\$116.50	0	0304201	MEDICARE PREMIUM/MURRAY
	03/04/2020	277326	P	10087	MYERS, EDWARD A	\$144.60	0	0304201	MEDICARE PREMIUM/MYERS
	03/04/2020	277327	P	11153	JT AUTOMOTIVE PARTS INC	\$815.10	0	0304201	CREDIT ON DUPLICATE ENTRY
	03/04/2020	277328	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$10,368.00	0	0304201	PRE EMP AND DIVISION PHY, AUDIO
	03/04/2020	277329	P	10820	OWEN, MICHAEL	\$116.50	0	0304201	MEDICARE PREMIUM/OWEN
	03/04/2020	277330	P	10027	THE PAPE' GROUP	\$66,255.94	0	0304201	Snow Removal Attachments
	03/04/2020	277331	P	10862	PARAMETRIX INC	\$3,523.63	0	0304201	2019 LANDFILL ENV MONITORING,R
	03/04/2020	277332	P	10971	PARAMOUNT COMMUNICATIONS INC	\$5,440.86	0	0304201	FIBER BUILD-PKG CORP OF AMERIC
	03/04/2020	277333	P	12238	REXEL USA, INC	\$11.78	0	0304201	ELECTRICAL RECEPTACLE FOR LAB
	03/04/2020	277334	P	12238	REXEL USA, INC	\$162.03	0	0304201	Handy Box, Bushing, Misc
	03/04/2020	277335	P	10533	POLLARD, JAMES	\$135.50	0	0304201	MEDICARE PREMIUM/POLLARD
	03/04/2020	277336	P	10047	RDO EQUIPMENT CO	\$511.39	0	0304201	FILTERS VEH#7159 WO#57388
	03/04/2020	277337	P	999001	REC REFUND	\$152.50	0	0304201	DAMAGE DEPOSIT REFUND 2-12-202
	03/04/2020	277338	P	10647	RIVER CITY TOWING INC	\$48.87	0	0304201	TOW CHARGE
	03/04/2020	277339	P	10109	RODGERS, GARY H	\$135.50	0	0304201	MEDICARE PREMIUM/RODGERS
	03/04/2020	277340	VOID	10111	RONEY, LARRY	\$0.00	128.6	0304201	VOID AFTER UPDATE 03/04/2020
	03/04/2020	277341	P	11926	SD MYERS LLC	\$421.00	0	0304201	PCB (SERIAL 67AC10216,67AC5352
	03/04/2020	277342	P	11460	GROUPE SHAREGATE INC	\$3,995.00	0	0304201	SHAREGATE DESKTOP 1 USER-12 MO
	03/04/2020	277343	P	10116	DONALD SIEMENS	\$144.60	0	0304201	MEDICARE PREMIUM/SIEMENS
	03/04/2020	277344	P	11629	TRUCKPRO HOLDING CORPORATION	\$380.35	0	0304201	BRAKE PLATES VEH#4129 WO#573
	03/04/2020	277345	P	10117	DAVID W SPARKS	\$142.60	0	0304201	MEDICARE PREMIUM/SPARKS
	03/04/2020	277346	P	10536	SPRAGUE PEST SOLUTIONS	\$378.58	0	0304201	WWTF MONTHLY PEST SVC JAN20
	03/04/2020	277347	P	10118	STEEBER'S LOCK SERVICE	\$11.95	0	0304201	DUPLICATE KEYS (4) FOR WWTF BA
	03/04/2020	277348	P	12440	STRATTON, MARK	\$135.50	0	0304201	MEDICARE PREMIUM/STRATTON
	03/04/2020	277349	P	10961	TACOMA SCREW PRODUCTS INC	\$78.72	0	0304201	STEEL KEYSTOCK FOR HTX #1
	03/04/2020	277350	VOID	10119	TANNER, WILLIAM	\$0.00	135.5	0304201	VOID AFTER UPDATE 03/04/2020
	03/04/2020	277351	P	10332	TAYLOR, RANDAL L	\$144.60	0	0304201	MEDICARE PREMIUM/TAYLOR
	03/04/2020	277352	P	31107	TEAM WENDY LLC	\$888.98	0	0304201	HELMET ACCESSORIES
	03/04/2020	277353	P	11911	TWG CONSULTING CORP.	\$4,000.00	0	0304201	The Wesley Group 2020 Services
	03/04/2020	277354	VOID	10163	GERALD D THOMAS	\$0.00	143.6	0304201	VOID AFTER UPDATE 03/04/2020
	03/04/2020	277355	P	12054	TRANSPO GROUP USA, INC	\$5,553.09	0	0304201	DUPORTAIL BRIDGE PH 2-INTERSEC
	03/04/2020	277356	P	10800	TURNER, ROY	\$144.60	0	0304201	MEDICARE PREMIUM/TURNER
	03/04/2020	277357	P	10860	VERIZON WIRELESS	\$5,003.85	0	0304201	COUNCIL WIRELESS CHARGES JAN 2
	03/04/2020	277358	P	12491	VERTIV CORPORATION	\$10,268.14	0	0304201	UPS MAINTENANCE RENEWAL
	03/04/2020	277359	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$64,756.15	0	0304201	SPECIAL LODGING ACCESS JANUARY
	03/04/2020	277360	P	10878	WA STATE DEPT OF NATURAL RESOURCES	\$25.00	0	0304201	Application Fee: Lee Blvd & Ne
	03/04/2020	277361	P	10142	WEST, ROYAL	\$116.00	0	0304201	MEDICARE PREMIUM/WEST
	03/04/2020	277362	P	10269	WESTERN PETERBILT INC	\$598,787.58	0	0304201	2019 PETERBILT WITH LABRIE REF
	03/04/2020	277363	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$30.82	0	0304201	COUPLINGS VEH#3284 WO#57362
	03/04/2020	277364	P	12400	WESTERN SYSTEMS, INC.	\$1,485.25	0	0304201	Traffic Signal Spare Parts - S
	03/04/2020	277365	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$14.03	0	0304201	SWITCH VEH#3315 WO#57255

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/06/2020	03/04/2020	277366	P	10147	WILBUR ELLIS COMPANY	\$6,059.55	0	0304201	DIMENSION, EFFICAX, RANGER PRO
	03/04/2020	277367	P	10148	WILLIAMSON, CRAIG E	\$114.60	0	0304201	MEDICARE PREMIUM/WILLIAMSON
	03/04/2020	277368	P	10077	ROD WILMOTH	\$135.50	0	0304201	MEDICARE PREMIUM/WILMOTH
	03/04/2020	277369	P	10151	GERALD ZIMMERMAN	\$118.00	0	0304201	MEDICARE PREMIUM/ZIMMERMAN
	03/04/2020	277370	P	10038	COUCH, LARRY	\$144.60	0	0304202	MEDICARE PREMIUM/COUCH
	03/04/2020	277371	P	10040	DANNY DOWNS	\$135.50	0	0304202	MEDICARE PREMIUM/DOWNS
	03/04/2020	277372	P	10164	MOORE, ROBERT	\$144.60	0	0304202	MEDICARE PREMIUM/MOORE
	03/04/2020	277373	P	10111	RONEY, LARRY	\$128.60	0	0304202	MEDICARE PREMIUM/RONEY
	03/04/2020	277374	P	10119	TANNER, WILLIAM	\$135.50	0	0304202	MEDICARE PREMIUM/TANNER
	03/04/2020	277375	P	10163	GERALD D THOMAS	\$143.60	0	0304202	MEDICARE PREMIUM/THOMAS
	03/06/2020	277376	P	11328	911 SUPPLY LLC	\$1,081.59	0	0306201	CROSS TECH 3-IN-1 JACKET W/LIN
	03/06/2020	277377	P	11063	A & E TOWING LLC	\$67.88	0	0306201	TOW CHARGE VEH#2395 WO#57327
	03/06/2020	277378	P	10838	GRIGG ENTERPRISES INC	\$964.24	0	0306201	STATION 71 - DOOR REPAIR
	03/06/2020	277379	P	10838	GRIGG ENTERPRISES INC	\$26.91	0	0306201	BATTERY AAA 16PK QTY 1
	03/06/2020	277380	P	10644	ANIXTER INC	\$1,460.67	0	0306201	11143 CONNECTOR, VISE-TYPE, GR
	03/06/2020	277381	P	10317	APOLLO HEATING & AIR CONDITIONING	\$17,203.57	0	0306201	HVAC MAINTENANCE - MIDWINTER
	03/06/2020	277382	P	10995	AUS WEST LOCKBOX	\$21.72	0	0306201	LINEN CHARGE DECEMBER
	03/06/2020	277383	P	10547	ARBAUGH & ASSOCIATES INC	\$3,000.00	0	0306201	ARBAUGH AND ASSOC. JAN 2020 IN
	03/06/2020	277384	P	999000	AUREF	\$95.95	0	0306201	317 JADWIN AVE
	03/06/2020	277385	P	999000	AUREF	\$109.24	0	0306201	126 ORCHARD CT - LOAN CREDIT
	03/06/2020	277386	P	999000	AUREF	\$73.65	0	0306201	2000 STEVENS DR 118
	03/06/2020	277387	P	999000	AUREF	\$232.88	0	0306201	1517 BIRCH AVE - LOAN CREDIT
	03/06/2020	277388	P	999000	AUREF	\$5.66	0	0306201	309 BERNARD AVE - LOAN CREDIT
	03/06/2020	277389	P	999000	AUREF	\$230.59	0	0306201	1926 GEORGE WASHINGTON WAY Apt
	03/06/2020	277390	P	999000	AUREF	\$343.78	0	0306201	205 DAVENPORT ST
	03/06/2020	277391	P	11079	AUTOZONE STORES LLC	\$77.01	0	0306201	TAILGATE HANDLE VEH#2372 WO#
	03/06/2020	277392	P	10518	BEAVER BARK & ROCK	\$209.58	0	0306201	LYNNWOOD PARK - IRRIGATION SYS
	03/06/2020	277393	P	10008	BENTON PUD	\$671.17	0	0306201	C129-05 ELECTRIC SRVS 1/22/20
	03/06/2020	277394	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$2,861.04	0	0306201	KENNEDY BOOSTER STATION LATE F
	03/06/2020	277395	P	31155	BONAVENTURE OF TRI-CITIES	\$19,758.00	0	0306201	1800 BELLERIVE - COMMERCIAL LI
	03/06/2020	277396	P	11272	BOYD'S TREE SERVICE LLC	\$6,974.12	0	0306201	TREE PRUNING & VEGETATION MANA
	03/06/2020	277397	P	10832	BRUCE INC	\$8,105.74	0	0306201	1472 DESERT SPRINGS - HP LOAN
	03/06/2020	277398	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	0306201	110 SAINT
	03/06/2020	277399	P	10841	CASELLE INC	\$169.33	0	0306201	CONTRACT SUPPORT AND MAINTENAN
	03/06/2020	277400	P	11112	CENTURYLINK	\$101.35	0	0306201	LONG DISTANCE 02/06-03/05/20
	03/06/2020	277401	P	30116	CHRISTENSEN, INC.	\$326.06	0	0306201	SHELL TELLUS S2 VX 46_1 FOR SH
	03/06/2020	277402	P	10072	CITY OF KENNEWICK	\$1,945.41	0	0306201	REIMB. CRAIG LITTELL BACKGROU
	03/06/2020	277403	P	10519	CITY VIEW MINI STORAGE	\$100.00	0	0306201	STORAGE UNIT FEE MARCH 2020
	03/06/2020	277404	P	10662	CONOVER INSURANCE INC	\$431.00	0	0306201	POLICY 100334078 12/2019-2020
	03/06/2020	277405	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$95.92	0	0306201	LED LAMP QTY 2
	03/06/2020	277406	P	11526	CORWIN OF PASCO LLC	\$1,396.32	0	0306201	LOW VOLTAGE REPAIR VEH#2432 W
	03/06/2020	277407	P	30166	CUMMINS NORTHWEST LLC	\$17,349.90	0	0306201	ENG REPAIRS VEH#5036 WO#57151
	03/06/2020	277408	P	10452	DAYCO HEATING & AIR	\$1,000.00	0	0306201	2824 SAWGRASS LOOP - HP REBATE
	03/06/2020	277409	P	10453	DELTA HEATING & COOLING INC	\$1,800.00	0	0306201	206 CASEY - DHP REBATE
	03/06/2020	277410	P	11830	DSU PETERBILT & GMC INC	\$1,404.19	0	0306201	FILTERS VEH#3359 WO#57394
	03/06/2020	277411	P	31132	GDS ASSOCIATES, INC	\$13,305.00	0	0306201	C184-19 IRP/CPA PHASE 1 INITIA
	03/06/2020	277412	P	10896	EMMETT L RICHARDS	\$1,976.08	0	0306201	C448-19 SCADA SOFTWARE INTEGRA
	03/06/2020	277413	P	10146	ENERGY NORTHWEST	\$488,611.51	0	0306201	C202-18 HRSST PROJECT COSTS TH
	03/06/2020	277414	P	10043	THE ABY MFG GROUP INC DBA	\$1,184.20	0	0306201	BADGES / WAS ON PO #22000019 H
	03/06/2020	277415	P	11762	ENTERPRISE HOLDINGS INC	\$595.50	0	0306201	20-029 ROGALSKY - RENTAL AGR 5
	03/06/2020	277416	P	10431	FAST SIGNS	\$2,108.01	0	0306201	DECALS VEH#3358 & 3359
	03/06/2020	277417	P	10508	FASTENAL COMPANY	\$15.80	0	0306201	CLAYBELL - IRRIGATION REPAIR
	03/06/2020	277418	P	11264	FCS GROUP	\$9,085.00	0	0306201	C220-16 COSA & RATE DESIGN SUP
	03/06/2020	277419	P	10315	FERGUSON ENTERPRISES INC	\$384.63	0	0306201	SPEARS DIAPHRAGM VALVE #2739-0
	03/06/2020	277420	P	10289	FIELD INSTRUMENTS & CONTROLS INC	\$775.32	0	0306201	COMPONENTS FOR FLARE TEMP SWIT
	03/06/2020	277421	P	11157	FRONTIER	\$2,086.87	0	0306201	PHONE SERVICES 02/10-03/09/20
	03/06/2020	277422	P	11585	GALLS, LLC	\$559.30	0	0306201	Class A updates

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	03/06/2020	277423	P	11637	GC SYSTEMS, INC	\$1,427.57	0	0306201	8" 100-02/03 REPAIR KIT 8" 100
	03/06/2020	277424	P	11410	GENUINE AUTO GLASS OF TRI CITIES LLC	\$266.07	0	0306201	WINDOW CRACK VEH#3256 WO#57335
	03/06/2020	277425	P	30404	GLASEN, HEIDI	\$18.00	0	0306201	20-073 GLASEN EVIDENCE DISPOS
	03/06/2020	277426	P	30113	GRANICUS, LLC	\$22,017.99	0	0306201	GOVACCESS ANNUAL MAINTENANCE 3
	03/06/2020	277427	P	31030	GROENEVELD LUBRICATION SOLUTIONS INC.	\$12,426.56	0	0306201	INSTALLATION OF AUTOMATED GRE
	03/06/2020	277428	P	11165	HYAS GROUP LLC	\$12,750.00	0	0306201	1Q2020 401 & 457 CONSULTING FE
	03/06/2020	277429	P	10628	INLAND ASPHALT CO	\$1,401.40	0	0306201	COMMERCIAL LIGHTING REBATE - 9
	03/06/2020	277430	P	10037	INTERMOUNTAIN WEST INSULATION	\$336.40	0	0306201	408 FRANKLIN - INSULATION REBA
	03/06/2020	277431	P	12433	INTERWEST TECHNOLOGY SYSTEMS INC	\$2,927.86	0	0306201	GENETEC ADVANTAGE RENEWAL 1-01
	03/06/2020	277432	P	11666	IWATER, INC	\$1,000.00	0	0306201	ANNUAL MAINTENANCE INFRAMAP 2-
	03/06/2020	277433	P	10063	JACOBS & RHODES INC	\$500.00	0	0306201	2344 GREENBROOK - HP REBATE
	03/06/2020	277434	P	12357	JADWIN PROFESSIONAL BUILDING, LLC	\$5,850.00	0	0306201	1933 JADWIN - THERMOSTAT REBAT
	03/06/2020	277435	P	10069	KELLEY'S TELE-COMMUNICATIONS INC	\$386.30	0	0306201	AFTER HOURS EMERGENCY CALLS 20
	03/06/2020	277436	P	11667	KENWORTH SALES COMPANY	\$47.94	0	0306201	CORD VEH#3280 WO#57474
	03/06/2020	277437	P	30746	LARSEN, PAM BROWN	\$344.74	0	0306201	20-054 ECA ANNUAL CONFERENCE
	03/06/2020	277438	P	11332	LEADONLINE LLC	\$3,188.00	0	0306201	FastFind Service Package Renew
	03/06/2020	277439	P	11369	LEGACY TELECOMMUNICATIONS INC	\$3,559.87	0	0306201	QRTLY SITE MAINTENANCE - SILLU
	03/06/2020	277440	P	10797	LUNDGREN, REGINA E	\$400.00	0	0306201	REGINA LUNDGREN FEB 2020 SERVI
	03/06/2020	277441	P	10384	M CAMPBELL & COMPANY INC	\$2,800.00	0	0306201	2204 HUMPHREYS - HP REBATE
	03/06/2020	277442	P	11064	MASCOTT EQUIPMENT CO INC	\$915.50	0	0306201	PUMP VEH#3304 WO#57101
	03/06/2020	277443	P	10093	MCCURLEY CHEVROLET	\$3,044.36	0	0306201	DETAIL VEH#2417 WO#57414
	03/06/2020	277444	P	31158	MEADOW SPRINGS COUNTRY CLUB	\$2,100.00	0	0306201	700 COUNTRY CLUB - THERMOSTAT
	03/06/2020	277445	P	30908	MEDICAL BILLING AND CONSULTING LLC	\$1,100.00	0	0306201	JAN 2020 FIREFIGHTERS SEC MONT
	03/06/2020	277446	P	10358	MOON SECURITY SERVICES INC	\$65.05	0	0306201	RANGE ALARM MONITORING
	03/06/2020	277447	P	31110	OLIVIA MYERS	\$208.99	0	0306201	20-081 MYERS BLEA PAT TEST HOT
	03/06/2020	277448	P	11153	JT AUTOMOTIVE PARTS INC	\$4,848.43	0	0306201	BATTERIES VEH#5041 WO#57478
	03/06/2020	277449	P	30258	NASH, CALVIN	\$40.00	0	0306201	20-078 NASH PER DIEM PRISONER
	03/06/2020	277450	P	30272	CLEAN CONCEPTS GROUP, INC	\$270.13	0	0306201	STOCK - TAGINATOR
	03/06/2020	277451	P	10065	JOINT APPRENTICESHIP AND TRAINING COMMITTEE OF THE	\$6,190.73	0	0306201	APPRENTICESHIP TRAINING: CRAWF
	03/06/2020	277452	P	31139	NW TECHNICAL TRAINING	\$7,280.00	0	0306201	Advanced Meter Training: Valle
	03/06/2020	277453	P	10357	OXARC INC	\$94.62	0	0306201	STOCK - WELDING GASES
	03/06/2020	277454	P	10232	PERFECTION GLASS INC	\$2,215.89	0	0306201	1109 BENHAM - WINDOW REBATE
	03/06/2020	277455	P	999002	PERMIT REFUND	\$667.00	0	0306201	PERMIT REFUND, WRONG TYPE LIST
	03/06/2020	277456	P	10456	PERMIT SURVEYING INC	\$3,625.00	0	0306201	SURVEYING SERVICES - WELLSIAN
	03/06/2020	277457	P	10824	PETERSON PACIFIC CORP	\$3,433.98	0	0306201	BOWTIE COTTER VEH#7143 WO#5702
	03/06/2020	277458	P	31148	DAN PHILLIPS	\$827.55	0	0306201	Refund duplicate payment for J
	03/06/2020	277459	P	11994	PROFESSIONAL SALES AND SERVICE LC	\$839.58	0	0306201	FENDER,SKIRTING VEH#5049 WO#57
	03/06/2020	277460	P	31100	R&B ENTERPRISE, LLC	\$620.00	0	0306201	HYDRANT METER #307 REFUND
	03/06/2020	277461	P	10047	RDO EQUIPMENT CO	\$1,254.94	0	0306201	WRONG PRICING, GENSET CREDIT
	03/06/2020	277462	P	11136	RICHARD SCHURFELD	\$516.00	0	0306201	PORTAL SERVICE LOCATES JAN 202
	03/06/2020	277463	P	10573	REHN & ASSOCIATES INC	\$250.00	0	0306201	HRA ANNUAL RENEWAL FEE 2020
	03/06/2020	277464	P	10939	RETAIL LOCKBOX INC	\$2,630.91	0	0306201	UB PAYMENT PROCESSING JAN 2020
	03/06/2020	277465	P	31112	RICHLAND ROTARY CLUB INC.	\$75.00	0	0306201	REENTS ROTARY DUES JAN - MAR 2
	03/06/2020	277466	P	10647	RIVER CITY TOWING INC	\$48.87	0	0306201	TOW CHARGE
	03/06/2020	277467	P	10769	RULE STEEL TANKS INC	\$15,526.00	0	0306201	4 AND 8 CU YD CONTAINERS
	03/06/2020	277468	P	10488	SAN DIEGO POLICE EQUIPMENT CO	\$9,376.41	0	0306201	SWAT Ammunition
	03/06/2020	277469	P	10311	SEA WESTERN INC	\$206.56	0	0306201	STRUCTURE GLOVES - SIZE XXL
	03/06/2020	277470	P	12492	SITEIMPROVE, INC.	\$6,278.01	0	0306201	PROFESSIONAL SUITE PREMIUM SUP
	03/06/2020	277471	P	11216	SKONE IRRIGATION INC	\$153,956.51	0	0306201	CENTER PIVOT IRRIGATION SYSTEM
	03/06/2020	277472	P	10253	SMITH INSULATION INC	\$9,089.82	0	0306201	159 ENGLEWOOD - INSULATION LOA
	03/06/2020	277473	P	10649	SNAP ON INDUSTRIAL	\$263.21	0	0306201	11" HD DIAG CUTTER
	03/06/2020	277474	P	10440	SOLID WASTE SYSTEMS INC	\$317.50	0	0306201	SWITCH VEH#7146 WO#57413
	03/06/2020	277475	P	30027	SEATTLE SEWING SOLUTIONS INC	\$427.34	0	0306201	Jacket: Sheppard
	03/06/2020	277476	P	31157	THE RICHLAND PLAYERS	\$450.00	0	0306201	608 THE PARKWAY - THERMOSTAT R
	03/06/2020	277477	P	10639	THE PIT PIT BBQ	\$734.68	0	0306201	LUNCH PROVIDED 02/25/20 FOR CG
	03/06/2020	277478	P	10442	TITAN TRUCK EQUIPMENT	\$264.79	0	0306201	ARROW BOARD CONTROLLER VEH#71
	03/06/2020	277479	P	10395	TOTAL ENERGY MANAGEMENT INC	\$8,752.70	0	0306201	1608 ALDER - HP REBATE

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	03/06/2020	277480	P	10187	TRANS UNION LLC	\$59.73	0	0306201	CREDIT REPORT JAN FEE
	03/06/2020	277481	P	10128	THE MCCLATCHY COMPANY	\$1,880.89	0	0306201	CALL FOR BID #19-0088 PEDESTRI
	03/06/2020	277482	P	10335	TRI CITY DEVELOPMENT COUNCIL	\$75.00	0	0306201	FEBRUARY MEMBER - ECONOMIC OUT
	03/06/2020	277483	P	11357	UTILIWORKS CONSULTING LLC	\$16,730.00	0	0306201	C32-16 PH2 AMI/MDMS PLANNING &
	03/06/2020	277484	P	10860	VERIZON WIRELESS	\$967.62	0	0306201	CELL PHONES 01/07-02/06/20
	03/06/2020	277485	P	10138	WA STATE AUDITOR'S OFFICE	\$3,249.55	0	0306201	AUDIT SERVICES JANUARY 2020
	03/06/2020	277486	P	30843	WATER MANAGEMENT LABORATORIES, INC.	\$505.00	0	0306201	WATER SAMPLING ANALYSIS
	03/06/2020	277487	P	10145	WESCO DISTRIBUTION INC	\$863.19	0	0306201	KELLEM GRIP
	03/06/2020	277488	P	10145	WESCO DISTRIBUTION INC	\$2,693.28	0	0306201	WAREHOUSE STOCK
	03/06/2020	277489	P	12370	WEST RICHLAND CHAMBER OF COMMERCE	\$30.00	0	0306201	MONTHLY LUNCH MEETING - WR CHA
	03/06/2020	277490	P	11190	WESTERN CASCADE CONTAINER LLC	\$88.51	0	0306201	GSKT KIT VEH#3292 WO#57412
	03/06/2020	277491	P	11846	WESTERN EQUIPMENT & IRRIGATION DISTRIBUTORS	\$1,163.33	0	0306201	MIDDLE RAKE SPRING TINES VEH#6
	03/06/2020	277492	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$396.89	0	0306201	RECEPTACLE KIT, PINS VEH#3335
	03/06/2020	277493	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$1,188.97	0	0306201	VALVE FLOW CONTROL VEH#3291 W
	03/06/2020	277494	P	10147	WILBUR ELLIS COMPANY	\$3,251.05	0	0306201	ESPLANADE
	03/06/2020	277495	P	10194	XEROX CORPORATION	\$1,967.19	0	0306201	3TX-411130 - JANUARY 2020 XERO
						\$2,464,475.10			

WIRE LOG

(Includes all wires, direct drafts and MircoCash ACHs)

\\cordata\administrative_services\Staff Reports\2020 Staff Reports\3-17-20\20CkLog-copy.xlsx\Claims Wires					(A/P)		
Input Date							
<u>Date</u>	<u>Wire #</u>	<u>Wire \$</u>	<u>Payee</u>	<u>Purpose</u>	<u>Wire G/L Date</u>	<u>Type</u>	<u>Wire / ACH</u>
25-Feb-20	8033	129,639.13	Cigna	Medical Claims 2/17-2/23/20	25-Feb-20	B of A	Wire
25-Feb-20	8034	315.00	AW REHN	January Admin Fee	25-Feb-20	B of A	Wire
25-Feb-20	8035	107,554.42	LEOFF TRUST	March Premiums	25-Feb-20	B of A	Wire
25-Feb-20	8036	61,166.72	QBE	February Stop Loss	25-Feb-20	B of A	Wire
24-Feb-20	8038	3,000,000.00	U S Bank Safekeeping	Purchase FHLMC #3134GVDJ4-1.75% (02/25)	24-Feb-20	B of A	Wire
24-Feb-20	8039	1,212.00	Dept of Licensing	Firearms Online Payment for Concealed Pistol Licenses	4-Feb-20	Direct Deduct	Debit ACH
25-Feb-20	8040	8,296.34	Plan Source	FSA deduction on 2/21/20	25-Feb-20	B of A	Wire
25-Feb-20	8041	409.40	Discovery Benefits	January Admin Fee	25-Feb-20	B of A	Wire
26-Feb-20	8042	3,811,323.00	BPA	JAN20-PAT01-10089	26-Feb-20	B of A	Wire
27-Feb-20	8043	2,800,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	27-Feb-20	B of A	Wire
27-Feb-20	8044	98.91	Discovery Benefits	need	27-Feb-20	B of A	Wire
28-Feb-20	8047	3,100,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	28-Feb-20	B of A	Wire
2-Mar-20	8037	23,437.50	AW REHN	March HRA	2-Mar-20	B of A	Wire
2-Mar-20	8045	2,629.20	4MyBenefits	March 2020 Fees	3-Mar-20	B of A	Wire
2-Mar-20	8046	179,700.60	Cigna	Medical Claims 2/24-3/1/20	3-Mar-20	B of A	Wire
2-Mar-20	8048	2,642.96	Payment Processing Inc	Landfill Merchant Services Fees	2-Mar-20	B of A	Wire
2-Mar-20	8049	111.54	Bank of America	Library Merchant Service Fees	2-Mar-20	B of A	Wire
2-Mar-20	8050	500,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	2-Mar-20	B of A	Wire
3-Mar-20	8051	2,561.16	Plan Source	FSA deduction on 2/28/20	3-Mar-20	B of A	Wire
		<u>13,731,097.88</u>					

Payroll Check Processing Log - MUNIS 2/20/2020 - 3/6/2020

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	WARRANT	COMMENT
	02/20/2020	162226	P	10693	AFLAC INSURANCE	\$2,288.04	022020PR	PAYROLL FOR - 022020
	02/20/2020	162227	P	10711	BENEFITS SOLUTIONS	\$6,575.00	022020PR	PAYROLL FOR - 022020
	02/20/2020	162228	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$49.00	022020PR	PAYROLL FOR - 022020
	02/20/2020	162229	P	10695	BRUNNER, DANIEL H.	\$1,891.50	022020PR	PAYROLL FOR - 022020
	02/20/2020	162230	P	11133	GET PROGRAM	\$492.00	022020PR	PAYROLL FOR - 022020
	02/20/2020	162231	P	10319	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$7,098.90	022020PR	PAYROLL FOR - 022020
	02/20/2020	162232	P	11370	WILLIAM C. EARHART COMPANY	\$5,497.28	022020PR	PAYROLL FOR - 022020
	03/06/2020	162773	P	10695	BRUNNER, DANIEL H.	\$1,891.50	030620PR	PAYROLL FOR - 030520
	03/06/2020	162774	P	11133	GET PROGRAM	\$492.00	030620PR	PAYROLL FOR - 030520
	03/06/2020	162775	P	10700	IBEW LOCAL #77	\$4,285.04	030620PR	PAYROLL FOR - 030520
	03/06/2020	162776	P	10699	IUOE LOCAL #280	\$7,504.50	030620PR	PAYROLL FOR - 030520
	03/06/2020	162777	P	11370	WILLIAM C. EARHART COMPANY	\$5,489.23	030620PR	PAYROLL FOR - 030520
						\$43,553.99		

Payroll History Totals - MUNIS 3/5/2020 - 3/5/2020

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PAYROLL - 2020-03-05	PAYROLL - 2020-03-05	3/5/2020	162233		4976		\$1976.99
	PAYROLL - 2020-03-05	3/5/2020	162234		3759		\$2061.21
	PAYROLL - 2020-03-05	3/5/2020	162235		3681		\$2089.00
	PAYROLL - 2020-03-05	3/5/2020	162236		4083		\$1411.49
	PAYROLL - 2020-03-05	3/5/2020	162237		3853		\$1742.46
	PAYROLL - 2020-03-05	3/5/2020	162238		4929		\$2184.83
	PAYROLL - 2020-03-05	3/5/2020	162239		4562		\$4001.92
	PAYROLL - 2020-03-05	3/5/2020	162240		4620		\$1321.84
	PAYROLL - 2020-03-05	3/5/2020	162241		4542		\$1936.28
	PAYROLL - 2020-03-05	3/5/2020	162242		4895		\$1700.01
	PAYROLL - 2020-03-05	3/5/2020	162243		4941		\$1352.32
	PAYROLL - 2020-03-05	3/5/2020	162244		4369		\$3610.27
	PAYROLL - 2020-03-05	3/5/2020	162245		4575		\$2204.00
	PAYROLL - 2020-03-05	3/5/2020	162246		4185		\$4557.61
	PAYROLL - 2020-03-05	3/5/2020	162247		3322		\$1587.50
	PAYROLL - 2020-03-05	3/5/2020	162248		4736		\$1589.39
	PAYROLL - 2020-03-05	3/5/2020	162249		5010		\$1651.36
	PAYROLL - 2020-03-05	3/5/2020	162250		3885		\$4081.34
	PAYROLL - 2020-03-05	3/5/2020	162251		4901		\$1699.48
	PAYROLL - 2020-03-05	3/5/2020	162252		4774		\$1411.47
	PAYROLL - 2020-03-05	3/5/2020	162253		3709		\$1568.23
	PAYROLL - 2020-03-05	3/5/2020	162254		3688		\$1787.11
	PAYROLL - 2020-03-05	3/5/2020	162255		2156		\$1225.43
	PAYROLL - 2020-03-05	3/5/2020	162256		4102		\$1870.27
	PAYROLL - 2020-03-05	3/5/2020	162257		3836		\$2301.79
	PAYROLL - 2020-03-05	3/5/2020	162258		4029		\$1483.63
	PAYROLL - 2020-03-05	3/5/2020	162259		4143		\$1352.05
	PAYROLL - 2020-03-05	3/5/2020	162260		3690		\$1598.48
	PAYROLL - 2020-03-05	3/5/2020	162261		3828		\$1497.17
	PAYROLL - 2020-03-05	3/5/2020	162262		4204		\$1841.38
	PAYROLL - 2020-03-05	3/5/2020	162263		4092		\$1551.32

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162264		4461		\$1751.98
	PAYROLL - 2020-03-05	3/5/2020	162265		3516		\$1673.88
	PAYROLL - 2020-03-05	3/5/2020	162266		1834		\$2134.50
	PAYROLL - 2020-03-05	3/5/2020	162267		4731		\$1616.17
	PAYROLL - 2020-03-05	3/5/2020	162268		4130		\$1561.93
	PAYROLL - 2020-03-05	3/5/2020	162269		4035		\$1280.45
	PAYROLL - 2020-03-05	3/5/2020	162270		4375		\$2873.80
	PAYROLL - 2020-03-05	3/5/2020	162271		4109		\$1615.32
	PAYROLL - 2020-03-05	3/5/2020	162272		3635		\$1494.59
	PAYROLL - 2020-03-05	3/5/2020	162273		3699		\$1733.25
	PAYROLL - 2020-03-05	3/5/2020	162274		4667		\$1848.83
	PAYROLL - 2020-03-05	3/5/2020	162275		4949		\$1499.15
	PAYROLL - 2020-03-05	3/5/2020	162276		4361		\$1946.25
	PAYROLL - 2020-03-05	3/5/2020	162277		4426		\$3442.76
	PAYROLL - 2020-03-05	3/5/2020	162278		4996		\$2281.27
	PAYROLL - 2020-03-05	3/5/2020	162279		5011		\$1136.27
	PAYROLL - 2020-03-05	3/5/2020	162280		4517		\$4121.89
	PAYROLL - 2020-03-05	3/5/2020	162281		4719		\$2202.12
	PAYROLL - 2020-03-05	3/5/2020	162282		4974		\$1255.47
	PAYROLL - 2020-03-05	3/5/2020	162283		4835		\$1365.85
	PAYROLL - 2020-03-05	3/5/2020	162284		4810		\$1471.58
	PAYROLL - 2020-03-05	3/5/2020	162285		2798		\$1783.91
	PAYROLL - 2020-03-05	3/5/2020	162286		4940		\$1429.56
	PAYROLL - 2020-03-05	3/5/2020	162287		4715		\$1347.21
	PAYROLL - 2020-03-05	3/5/2020	162288		4876		\$467.79
	PAYROLL - 2020-03-05	3/5/2020	162289		3755		\$2481.24
	PAYROLL - 2020-03-05	3/5/2020	162290		4690		\$1396.39
	PAYROLL - 2020-03-05	3/5/2020	162291		4622		\$2293.06
	PAYROLL - 2020-03-05	3/5/2020	162292		4583		\$1292.55
	PAYROLL - 2020-03-05	3/5/2020	162293		4178		\$1830.79
	PAYROLL - 2020-03-05	3/5/2020	162294		4960		\$1162.43
	PAYROLL - 2020-03-05	3/5/2020	162295		4067		\$2160.70
	PAYROLL - 2020-03-05	3/5/2020	162296		4840		\$1338.04
	PAYROLL - 2020-03-05	3/5/2020	162297		4728		\$2034.43
	PAYROLL - 2020-03-05	3/5/2020	162298		4449		\$1239.68

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162299		3960		\$1809.46
	PAYROLL - 2020-03-05	3/5/2020	162300		4809		\$1228.96
	PAYROLL - 2020-03-05	3/5/2020	162301		3000		\$1457.03
	PAYROLL - 2020-03-05	3/5/2020	162302		3110		\$1549.65
	PAYROLL - 2020-03-05	3/5/2020	162303		4502		\$1882.76
	PAYROLL - 2020-03-05	3/5/2020	162304		3499		\$1250.08
	PAYROLL - 2020-03-05	3/5/2020	162305		4602		\$1784.51
	PAYROLL - 2020-03-05	3/5/2020	162306		3721		\$1676.71
	PAYROLL - 2020-03-05	3/5/2020	162307		4537		\$2466.90
	PAYROLL - 2020-03-05	3/5/2020	162308		4997		\$2023.33
	PAYROLL - 2020-03-05	3/5/2020	162309		4982		\$646.48
	PAYROLL - 2020-03-05	3/5/2020	162310		4823		\$1739.81
	PAYROLL - 2020-03-05	3/5/2020	162311		4873		\$520.82
	PAYROLL - 2020-03-05	3/5/2020	162312		4792		\$1244.55
	PAYROLL - 2020-03-05	3/5/2020	162313		4919		\$185.57
	PAYROLL - 2020-03-05	3/5/2020	162314		4135		\$1633.25
	PAYROLL - 2020-03-05	3/5/2020	162315		5001		\$710.56
	PAYROLL - 2020-03-05	3/5/2020	162316		4492		\$615.64
	PAYROLL - 2020-03-05	3/5/2020	162317		4713		\$1321.85
	PAYROLL - 2020-03-05	3/5/2020	162318		4754		\$68.04
	PAYROLL - 2020-03-05	3/5/2020	162319		4824		\$2040.26
	PAYROLL - 2020-03-05	3/5/2020	162320		4994		\$1705.81
	PAYROLL - 2020-03-05	3/5/2020	162321		2921		\$2225.13
	PAYROLL - 2020-03-05	3/5/2020	162322		5003		\$468.82
	PAYROLL - 2020-03-05	3/5/2020	162323		4939		\$81.78
	PAYROLL - 2020-03-05	3/5/2020	162324		4889		\$191.77
	PAYROLL - 2020-03-05	3/5/2020	162325		3973		\$1464.28
	PAYROLL - 2020-03-05	3/5/2020	162326		4289		\$1399.84
	PAYROLL - 2020-03-05	3/5/2020	162327		3736		\$3597.76
	PAYROLL - 2020-03-05	3/5/2020	162328		4972		\$114.51
	PAYROLL - 2020-03-05	3/5/2020	162329		4936		\$290.17
	PAYROLL - 2020-03-05	3/5/2020	162330		4922		\$228.88
	PAYROLL - 2020-03-05	3/5/2020	162331		2599		\$160.85
	PAYROLL - 2020-03-05	3/5/2020	162332		4890		\$174.42
	PAYROLL - 2020-03-05	3/5/2020	162333		4470		\$1658.92

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162334		3177		\$2284.72
	PAYROLL - 2020-03-05	3/5/2020	162335		4666		\$2545.06
	PAYROLL - 2020-03-05	3/5/2020	162336		4305		\$1513.11
	PAYROLL - 2020-03-05	3/5/2020	162337		2751		\$12410.97
	PAYROLL - 2020-03-05	3/5/2020	162338		3563		\$1749.35
	PAYROLL - 2020-03-05	3/5/2020	162339		2434		\$1733.91
	PAYROLL - 2020-03-05	3/5/2020	162340		3344		\$1806.39
	PAYROLL - 2020-03-05	3/5/2020	162341		4597		\$1966.32
	PAYROLL - 2020-03-05	3/5/2020	162342		4747		\$2786.26
	PAYROLL - 2020-03-05	3/5/2020	162343		4056		\$1724.13
	PAYROLL - 2020-03-05	3/5/2020	162344		4916		\$1610.75
	PAYROLL - 2020-03-05	3/5/2020	162345		3649		\$1580.22
	PAYROLL - 2020-03-05	3/5/2020	162346		4973		\$1428.98
	PAYROLL - 2020-03-05	3/5/2020	162347		4798		\$2042.60
	PAYROLL - 2020-03-05	3/5/2020	162348		4989		\$1063.43
	PAYROLL - 2020-03-05	3/5/2020	162349		3875		\$1730.77
	PAYROLL - 2020-03-05	3/5/2020	162350		4797		\$1534.90
	PAYROLL - 2020-03-05	3/5/2020	162351		3352		\$1873.74
	PAYROLL - 2020-03-05	3/5/2020	162352		3533		\$1707.22
	PAYROLL - 2020-03-05	3/5/2020	162353		4912		\$1826.71
	PAYROLL - 2020-03-05	3/5/2020	162354		3980		\$1480.96
	PAYROLL - 2020-03-05	3/5/2020	162355		4646		\$1721.10
	PAYROLL - 2020-03-05	3/5/2020	162356		4793		\$1661.31
	PAYROLL - 2020-03-05	3/5/2020	162357		4985		\$1259.74
	PAYROLL - 2020-03-05	3/5/2020	162358		3435		\$1805.01
	PAYROLL - 2020-03-05	3/5/2020	162359		4495		\$1188.32
	PAYROLL - 2020-03-05	3/5/2020	162360		4351		\$1513.88
	PAYROLL - 2020-03-05	3/5/2020	162361		4908		\$1471.87
	PAYROLL - 2020-03-05	3/5/2020	162362		3933		\$1801.87
	PAYROLL - 2020-03-05	3/5/2020	162363		3576		\$1750.14
	PAYROLL - 2020-03-05	3/5/2020	162364		4844		\$2354.77
	PAYROLL - 2020-03-05	3/5/2020	162365		3455		\$1726.36
	PAYROLL - 2020-03-05	3/5/2020	162366		4817		\$2490.49
	PAYROLL - 2020-03-05	3/5/2020	162367		3679		\$1721.19
	PAYROLL - 2020-03-05	3/5/2020	162368		3760		\$4652.05

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162369		3814		\$4651.08
	PAYROLL - 2020-03-05	3/5/2020	162370		4587		\$3448.70
	PAYROLL - 2020-03-05	3/5/2020	162371		4340		\$2495.39
	PAYROLL - 2020-03-05	3/5/2020	162372		4669		\$3029.09
	PAYROLL - 2020-03-05	3/5/2020	162373		4523		\$3322.41
	PAYROLL - 2020-03-05	3/5/2020	162374		3528		\$3325.81
	PAYROLL - 2020-03-05	3/5/2020	162375		3308		\$3511.95
	PAYROLL - 2020-03-05	3/5/2020	162376		3567		\$2460.83
	PAYROLL - 2020-03-05	3/5/2020	162377		3764		\$3701.31
	PAYROLL - 2020-03-05	3/5/2020	162378		4923		\$1919.02
	PAYROLL - 2020-03-05	3/5/2020	162379		4499		\$3951.99
	PAYROLL - 2020-03-05	3/5/2020	162380		3601		\$5319.35
	PAYROLL - 2020-03-05	3/5/2020	162381		4524		\$2769.95
	PAYROLL - 2020-03-05	3/5/2020	162382		4522		\$4314.82
	PAYROLL - 2020-03-05	3/5/2020	162383		4053		\$3991.87
	PAYROLL - 2020-03-05	3/5/2020	162384		3972		\$3345.23
	PAYROLL - 2020-03-05	3/5/2020	162385		3493		\$3168.81
	PAYROLL - 2020-03-05	3/5/2020	162386		2897		\$4277.32
	PAYROLL - 2020-03-05	3/5/2020	162387		2978		\$2745.22
	PAYROLL - 2020-03-05	3/5/2020	162388		4520		\$2855.02
	PAYROLL - 2020-03-05	3/5/2020	162389		3612		\$3246.66
	PAYROLL - 2020-03-05	3/5/2020	162390		3965		\$4929.44
	PAYROLL - 2020-03-05	3/5/2020	162391		4585		\$2600.20
	PAYROLL - 2020-03-05	3/5/2020	162392		3761		\$3507.00
	PAYROLL - 2020-03-05	3/5/2020	162393		4150		\$4118.87
	PAYROLL - 2020-03-05	3/5/2020	162394		2380		\$5271.33
	PAYROLL - 2020-03-05	3/5/2020	162395		2935		\$3309.85
	PAYROLL - 2020-03-05	3/5/2020	162396		3309		\$3532.34
	PAYROLL - 2020-03-05	3/5/2020	162397		4586		\$4088.01
	PAYROLL - 2020-03-05	3/5/2020	162398		5004		\$1608.71
	PAYROLL - 2020-03-05	3/5/2020	162399		3600		\$3940.75
	PAYROLL - 2020-03-05	3/5/2020	162400		5007		\$1442.06
	PAYROLL - 2020-03-05	3/5/2020	162401		3832		\$5906.37
	PAYROLL - 2020-03-05	3/5/2020	162402		4815		\$2514.89
	PAYROLL - 2020-03-05	3/5/2020	162403		4318		\$2855.80

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162404		4453		\$2444.98
	PAYROLL - 2020-03-05	3/5/2020	162405		4500		\$2496.15
	PAYROLL - 2020-03-05	3/5/2020	162406		4887		\$2939.30
	PAYROLL - 2020-03-05	3/5/2020	162407		5005		\$1625.75
	PAYROLL - 2020-03-05	3/5/2020	162408		4497		\$2734.60
	PAYROLL - 2020-03-05	3/5/2020	162409		5009		\$1676.03
	PAYROLL - 2020-03-05	3/5/2020	162410		2765		\$5477.31
	PAYROLL - 2020-03-05	3/5/2020	162411		3116		\$10950.82
	PAYROLL - 2020-03-05	3/5/2020	162412		4584		\$4103.58
	PAYROLL - 2020-03-05	3/5/2020	162413		3763		\$3146.62
	PAYROLL - 2020-03-05	3/5/2020	162414		4816		\$2662.45
	PAYROLL - 2020-03-05	3/5/2020	162415		3506		\$4504.72
	PAYROLL - 2020-03-05	3/5/2020	162416		4623		\$2541.39
	PAYROLL - 2020-03-05	3/5/2020	162417		4906		\$1831.56
	PAYROLL - 2020-03-05	3/5/2020	162418		2694		\$2263.74
	PAYROLL - 2020-03-05	3/5/2020	162419		5006		\$1613.11
	PAYROLL - 2020-03-05	3/5/2020	162420		3057		\$5777.97
	PAYROLL - 2020-03-05	3/5/2020	162421		3311		\$3694.96
	PAYROLL - 2020-03-05	3/5/2020	162422		3762		\$2605.66
	PAYROLL - 2020-03-05	3/5/2020	162423		4291		\$4508.97
	PAYROLL - 2020-03-05	3/5/2020	162424		4717		\$1241.65
	PAYROLL - 2020-03-05	3/5/2020	162425		4521		\$3841.21
	PAYROLL - 2020-03-05	3/5/2020	162426		4307		\$2566.57
	PAYROLL - 2020-03-05	3/5/2020	162427		4498		\$2712.89
	PAYROLL - 2020-03-05	3/5/2020	162428		4076		\$888.42
	PAYROLL - 2020-03-05	3/5/2020	162429		5008		\$1589.76
	PAYROLL - 2020-03-05	3/5/2020	162430		3765		\$3862.09
	PAYROLL - 2020-03-05	3/5/2020	162431		4454		\$3307.57
	PAYROLL - 2020-03-05	3/5/2020	162432		4505		\$4158.06
	PAYROLL - 2020-03-05	3/5/2020	162433		4779		\$2969.54
	PAYROLL - 2020-03-05	3/5/2020	162434		4924		\$2186.50
	PAYROLL - 2020-03-05	3/5/2020	162435		3207		\$4054.16
	PAYROLL - 2020-03-05	3/5/2020	162436		4360		\$2538.04
	PAYROLL - 2020-03-05	3/5/2020	162437		4937		\$1456.75
	PAYROLL - 2020-03-05	3/5/2020	162438		4129		\$3034.77

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162439		3340		\$1675.63
	PAYROLL - 2020-03-05	3/5/2020	162440		4088		\$3153.83
	PAYROLL - 2020-03-05	3/5/2020	162441		3896		\$2727.29
	PAYROLL - 2020-03-05	3/5/2020	162442		3353		\$4175.44
	PAYROLL - 2020-03-05	3/5/2020	162443		4000		\$2396.24
	PAYROLL - 2020-03-05	3/5/2020	162444		4362		\$1574.92
	PAYROLL - 2020-03-05	3/5/2020	162445		3295		\$2875.18
	PAYROLL - 2020-03-05	3/5/2020	162446		3904		\$1455.60
	PAYROLL - 2020-03-05	3/5/2020	162447		4947		\$4274.65
	PAYROLL - 2020-03-05	3/5/2020	162448		4834		\$4115.59
	PAYROLL - 2020-03-05	3/5/2020	162449		3524		\$1879.50
	PAYROLL - 2020-03-05	3/5/2020	162450		4745		\$3084.59
	PAYROLL - 2020-03-05	3/5/2020	162451		2202		\$3671.61
	PAYROLL - 2020-03-05	3/5/2020	162452		4184		\$3522.69
	PAYROLL - 2020-03-05	3/5/2020	162453		4433		\$1593.83
	PAYROLL - 2020-03-05	3/5/2020	162454		4127		\$3433.25
	PAYROLL - 2020-03-05	3/5/2020	162455		4183		\$3286.54
	PAYROLL - 2020-03-05	3/5/2020	162456		4787		\$2058.15
	PAYROLL - 2020-03-05	3/5/2020	162457		4943		\$3249.84
	PAYROLL - 2020-03-05	3/5/2020	162458		3821		\$4300.30
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	PAYROLL - 2020-03-05	3/5/2020	162464		3473		\$3376.13
	PAYROLL - 2020-03-05	3/5/2020	162465		4772		\$1725.92
	PAYROLL - 2020-03-05	3/5/2020	162466		3856		\$3397.69
	PAYROLL - 2020-03-05	3/5/2020	162467		4366		\$1752.89
	PAYROLL - 2020-03-05	3/5/2020	162468		4574		\$1610.02
	PAYROLL - 2020-03-05	3/5/2020	162469		2709		\$20023.22
	PAYROLL - 2020-03-05	3/5/2020	162470		4398		\$4444.67
	PAYROLL - 2020-03-05	3/5/2020	162471		4665		\$2852.88
	PAYROLL - 2020-03-05	3/5/2020	162472		3803		\$3107.69
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	PAYROLL - 2020-03-05	3/5/2020	162477		4900		\$3472.95
	PAYROLL - 2020-03-05	3/5/2020	162478		3902		\$3387.57
	PAYROLL - 2020-03-05	3/5/2020	162479		3894		\$4822.03
	PAYROLL - 2020-03-05	3/5/2020	162480		3804		\$2388.49
	PAYROLL - 2020-03-05	3/5/2020	162481		4515		\$3839.45
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	PAYROLL - 2020-03-05	3/5/2020	162483		4075		\$3283.67
	PAYROLL - 2020-03-05	3/5/2020	162484		3356		\$3745.23
	PAYROLL - 2020-03-05	3/5/2020	162485		4394		\$3981.07
	PAYROLL - 2020-03-05	3/5/2020	162486		3651		\$3509.65
	PAYROLL - 2020-03-05	3/5/2020	162487		4944		\$1189.87
	PAYROLL - 2020-03-05	3/5/2020	162488		4271		\$2577.44
	PAYROLL - 2020-03-05	3/5/2020	162489		3413		\$2883.83
	PAYROLL - 2020-03-05	3/5/2020	162490		4230		\$1402.09
	PAYROLL - 2020-03-05	3/5/2020	162491		4270		\$3913.31
	PAYROLL - 2020-03-05	3/5/2020	162492		4113		\$3293.59
	PAYROLL - 2020-03-05	3/5/2020	162493		4016		\$3531.85
	PAYROLL - 2020-03-05	3/5/2020	162494		5000		\$1908.25
	PAYROLL - 2020-03-05	3/5/2020	162495		3306		\$2776.86
	PAYROLL - 2020-03-05	3/5/2020	162496		4296		\$3453.95
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	PAYROLL - 2020-03-05	3/5/2020	162498		4894		\$1270.10
	PAYROLL - 2020-03-05	3/5/2020	162499		4235		\$3087.29
	PAYROLL - 2020-03-05	3/5/2020	162500		4357		\$569.46
	PAYROLL - 2020-03-05	3/5/2020	162501		4813		\$1574.91
	PAYROLL - 2020-03-05	3/5/2020	162502		4496		\$3473.75
	PAYROLL - 2020-03-05	3/5/2020	162503		4519		\$3460.38
	PAYROLL - 2020-03-05	3/5/2020	162504		4684		\$3612.47
	PAYROLL - 2020-03-05	3/5/2020	162505		4535		\$3019.93
	PAYROLL - 2020-03-05	3/5/2020	162506		4114		\$3100.31
	PAYROLL - 2020-03-05	3/5/2020	162507		4128		\$3990.70
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	PAYROLL - 2020-03-05	3/5/2020	162512		2885		\$4120.15
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	PAYROLL - 2020-03-05	3/5/2020	162517		4234		\$1958.55
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	PAYROLL - 2020-03-05	3/5/2020	162521		4452		\$1551.77
	PAYROLL - 2020-03-05	3/5/2020	162522		4216		\$3158.35
	PAYROLL - 2020-03-05	3/5/2020	162523		4687		\$1998.29
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	PAYROLL - 2020-03-05	3/5/2020	162525		4223		\$2634.64
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	PAYROLL - 2020-03-05	3/5/2020	162527		4724		\$1383.21
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	PAYROLL - 2020-03-05	3/5/2020	162529		3738		\$2640.66
	PAYROLL - 2020-03-05	3/5/2020	162530		4993		\$1923.64
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	PAYROLL - 2020-03-05	3/5/2020	162532		4487		\$2919.19
	PAYROLL - 2020-03-05	3/5/2020	162533		3185		\$3091.67
	PAYROLL - 2020-03-05	3/5/2020	162534		4526		\$1467.78
	PAYROLL - 2020-03-05	3/5/2020	162535		4326		\$2815.30
	PAYROLL - 2020-03-05	3/5/2020	162536		4140		\$1884.04
	PAYROLL - 2020-03-05	3/5/2020	162537		4790		\$2046.70
	PAYROLL - 2020-03-05	3/5/2020	162538		4596		\$2715.20
	PAYROLL - 2020-03-05	3/5/2020	162539		3551		\$1689.00
	PAYROLL - 2020-03-05	3/5/2020	162540		2942		\$1382.28
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	PAYROLL - 2020-03-05	3/5/2020	162542		4436		\$3201.51
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	PAYROLL - 2020-03-05	3/5/2020	162547		4335		\$2056.57
	PAYROLL - 2020-03-05	3/5/2020	162548		4761		\$3442.12
	PAYROLL - 2020-03-05	3/5/2020	162549		4342		\$3056.53
	PAYROLL - 2020-03-05	3/5/2020	162550		3781		\$1426.91
	PAYROLL - 2020-03-05	3/5/2020	162551		4329		\$3545.31
	PAYROLL - 2020-03-05	3/5/2020	162552		4805		\$3044.41
	PAYROLL - 2020-03-05	3/5/2020	162553		3944		\$2474.54
	PAYROLL - 2020-03-05	3/5/2020	162554		4830		\$1394.41
	PAYROLL - 2020-03-05	3/5/2020	162555		4734		\$2630.77
	PAYROLL - 2020-03-05	3/5/2020	162556		4702		\$2526.94
	PAYROLL - 2020-03-05	3/5/2020	162557		4727		\$1557.78
	PAYROLL - 2020-03-05	3/5/2020	162558		3531		\$1592.69
	PAYROLL - 2020-03-05	3/5/2020	162559		4995		\$979.43
	PAYROLL - 2020-03-05	3/5/2020	162560		4269		\$840.82
	PAYROLL - 2020-03-05	3/5/2020	162561		4826		\$2436.65
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	PAYROLL - 2020-03-05	3/5/2020	162563		4491		\$2410.82
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	PAYROLL - 2020-03-05	3/5/2020	162567		4175		\$2227.06
	PAYROLL - 2020-03-05	3/5/2020	162568		4475		\$2809.69
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	PAYROLL - 2020-03-05	3/5/2020	162570		4055		\$3703.30
	PAYROLL - 2020-03-05	3/5/2020	162571		4795		\$1403.38
	PAYROLL - 2020-03-05	3/5/2020	162572		4992		\$2825.58
	PAYROLL - 2020-03-05	3/5/2020	162573		3945		\$2214.27
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	PAYROLL - 2020-03-05	3/5/2020	162575		4327		\$3895.15
	PAYROLL - 2020-03-05	3/5/2020	162576		4845		\$2430.70
	PAYROLL - 2020-03-05	3/5/2020	162577		4697		\$1975.41
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	PAYROLL - 2020-03-05	3/5/2020	162583		3354		\$1582.34
	PAYROLL - 2020-03-05	3/5/2020	162584		4848		\$381.74
	PAYROLL - 2020-03-05	3/5/2020	162585		4031		\$1915.11
	PAYROLL - 2020-03-05	3/5/2020	162586		3741		\$3248.76
	PAYROLL - 2020-03-05	3/5/2020	162587		4276		\$1596.44
	PAYROLL - 2020-03-05	3/5/2020	162588		4870		\$2225.30
	PAYROLL - 2020-03-05	3/5/2020	162589		3685		\$2476.19
	PAYROLL - 2020-03-05	3/5/2020	162590		4911		\$1691.58
	PAYROLL - 2020-03-05	3/5/2020	162591		2800		\$1769.31
	PAYROLL - 2020-03-05	3/5/2020	162592		3265		\$4295.35
	PAYROLL - 2020-03-05	3/5/2020	162593		2996		\$1324.01
	PAYROLL - 2020-03-05	3/5/2020	162594		4942		\$1169.54
	PAYROLL - 2020-03-05	3/5/2020	162595		3912		\$1980.80
	PAYROLL - 2020-03-05	3/5/2020	162596		3318		\$2733.11
	PAYROLL - 2020-03-05	3/5/2020	162597		3981		\$2685.92
	PAYROLL - 2020-03-05	3/5/2020	162598		4822		\$1671.34
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	PAYROLL - 2020-03-05	3/5/2020	162600		4467		\$1446.91
	PAYROLL - 2020-03-05	3/5/2020	162601		4308		\$1708.48
	PAYROLL - 2020-03-05	3/5/2020	162602		3646		\$1798.35
	PAYROLL - 2020-03-05	3/5/2020	162603		3905		\$2419.45
	PAYROLL - 2020-03-05	3/5/2020	162604		3941		\$1184.61
	PAYROLL - 2020-03-05	3/5/2020	162605		4808		\$2283.91
	PAYROLL - 2020-03-05	3/5/2020	162606		4404		\$1379.81
	PAYROLL - 2020-03-05	3/5/2020	162607		4316		\$1708.38
	PAYROLL - 2020-03-05	3/5/2020	162608		3470		\$1493.45
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	PAYROLL - 2020-03-05	3/5/2020	162612		4363		\$2061.55
	PAYROLL - 2020-03-05	3/5/2020	162613		4914		\$1978.33

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	PAYROLL - 2020-03-05	3/5/2020	162617		1995		\$1481.08
	PAYROLL - 2020-03-05	3/5/2020	162618		4563		\$2050.52
	PAYROLL - 2020-03-05	3/5/2020	162619		4615		\$1070.21
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	PAYROLL - 2020-03-05	3/5/2020	162621		3876		\$1426.33
	PAYROLL - 2020-03-05	3/5/2020	162622		3578		\$1991.40
	PAYROLL - 2020-03-05	3/5/2020	162623		4242		\$1377.25
	PAYROLL - 2020-03-05	3/5/2020	162624		4983		\$1096.29
	PAYROLL - 2020-03-05	3/5/2020	162625		2836		\$2072.15
	PAYROLL - 2020-03-05	3/5/2020	162626		3728		\$2089.57
	PAYROLL - 2020-03-05	3/5/2020	162627		2297		\$1835.63
	PAYROLL - 2020-03-05	3/5/2020	162628		3780		\$2279.90
	PAYROLL - 2020-03-05	3/5/2020	162629		2887		\$1889.81
	PAYROLL - 2020-03-05	3/5/2020	162630		3865		\$2106.05
	PAYROLL - 2020-03-05	3/5/2020	162631		4101		\$1538.39
	PAYROLL - 2020-03-05	3/5/2020	162632		4560		\$1830.24
	PAYROLL - 2020-03-05	3/5/2020	162633		4300		\$1668.85
	PAYROLL - 2020-03-05	3/5/2020	162634		4504		\$1732.60
	PAYROLL - 2020-03-05	3/5/2020	162635		4660		\$1806.35
	PAYROLL - 2020-03-05	3/5/2020	162636		4386		\$1849.86
	PAYROLL - 2020-03-05	3/5/2020	162637		4934		\$1039.51
	PAYROLL - 2020-03-05	3/5/2020	162638		4448		\$1824.67
	PAYROLL - 2020-03-05	3/5/2020	162639		4641		\$1835.08
	PAYROLL - 2020-03-05	3/5/2020	162640		4440		\$2026.08
	PAYROLL - 2020-03-05	3/5/2020	162641		4169		\$1070.01
	PAYROLL - 2020-03-05	3/5/2020	162642		3988		\$1792.56
	PAYROLL - 2020-03-05	3/5/2020	162643		4025		\$1703.44
	PAYROLL - 2020-03-05	3/5/2020	162644		1973		\$1918.85
	PAYROLL - 2020-03-05	3/5/2020	162645		4100		\$2254.01
	PAYROLL - 2020-03-05	3/5/2020	162646		4643		\$2061.90
	PAYROLL - 2020-03-05	3/5/2020	162647		4533		\$1067.31
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	PAYROLL - 2020-03-05	3/5/2020	162652		4241		\$1600.75
	PAYROLL - 2020-03-05	3/5/2020	162653		4689		\$1500.86
	PAYROLL - 2020-03-05	3/5/2020	162654		4233		\$1460.37
	PAYROLL - 2020-03-05	3/5/2020	162655		4196		\$2017.38
	PAYROLL - 2020-03-05	3/5/2020	162656		4616		\$2147.17
	PAYROLL - 2020-03-05	3/5/2020	162657		4568		\$2155.34
	PAYROLL - 2020-03-05	3/5/2020	162658		3747		\$1816.51
	PAYROLL - 2020-03-05	3/5/2020	162659		3740		\$2556.58
	PAYROLL - 2020-03-05	3/5/2020	162660		4503		\$1858.73
	PAYROLL - 2020-03-05	3/5/2020	162661		4789		\$2166.81
	PAYROLL - 2020-03-05	3/5/2020	162662		3730		\$2620.68
	PAYROLL - 2020-03-05	3/5/2020	162663		3771		\$1996.76
	PAYROLL - 2020-03-05	3/5/2020	162664		4902		\$2495.25
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	PAYROLL - 2020-03-05	3/5/2020	162666		4691		\$1661.17
	PAYROLL - 2020-03-05	3/5/2020	162667		4006		\$2576.60
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	PAYROLL - 2020-03-05	3/5/2020	162669		4281		\$3605.20
	PAYROLL - 2020-03-05	3/5/2020	162670		4012		\$1585.11
	PAYROLL - 2020-03-05	3/5/2020	162671		4165		\$2101.56
	PAYROLL - 2020-03-05	3/5/2020	162672		4374		\$2032.29
	PAYROLL - 2020-03-05	3/5/2020	162673		4177		\$2435.92
	PAYROLL - 2020-03-05	3/5/2020	162674		4832		\$741.71
	PAYROLL - 2020-03-05	3/5/2020	162675		3858		\$1902.96
	PAYROLL - 2020-03-05	3/5/2020	162676		4485		\$2064.43
	PAYROLL - 2020-03-05	3/5/2020	162677		4013		\$2972.14
	PAYROLL - 2020-03-05	3/5/2020	162678		4333		\$2469.44
	PAYROLL - 2020-03-05	3/5/2020	162679		3468		\$1776.83
	PAYROLL - 2020-03-05	3/5/2020	162680		3831		\$1785.26
	PAYROLL - 2020-03-05	3/5/2020	162681		4802		\$1326.43
	PAYROLL - 2020-03-05	3/5/2020	162682		4707		\$1668.58
	PAYROLL - 2020-03-05	3/5/2020	162683		4606		\$1657.48

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162684		3787		\$1323.16
	PAYROLL - 2020-03-05	3/5/2020	162685		4893		\$2595.22
	PAYROLL - 2020-03-05	3/5/2020	162686		4984		\$1364.81
	PAYROLL - 2020-03-05	3/5/2020	162687		3866		\$1542.69
	PAYROLL - 2020-03-05	3/5/2020	162688		4738		\$2556.49
	PAYROLL - 2020-03-05	3/5/2020	162689		4040		\$2688.49
	PAYROLL - 2020-03-05	3/5/2020	162690		4673		\$2468.61
	PAYROLL - 2020-03-05	3/5/2020	162691		3534		\$2227.19
	PAYROLL - 2020-03-05	3/5/2020	162692		3482		\$1881.01
	PAYROLL - 2020-03-05	3/5/2020	162693		4566		\$2309.96
	PAYROLL - 2020-03-05	3/5/2020	162694		4978		\$1703.39
	PAYROLL - 2020-03-05	3/5/2020	162695		4262		\$1287.19
	PAYROLL - 2020-03-05	3/5/2020	162696		4001		\$2548.72
	PAYROLL - 2020-03-05	3/5/2020	162697		3489		\$2070.79
	PAYROLL - 2020-03-05	3/5/2020	162698		4043		\$2525.78
	PAYROLL - 2020-03-05	3/5/2020	162699		4104		\$3626.65
	PAYROLL - 2020-03-05	3/5/2020	162700		4723		\$2887.67
	PAYROLL - 2020-03-05	3/5/2020	162701		4069		\$1678.98
	PAYROLL - 2020-03-05	3/5/2020	162702		3020		\$1530.14
	PAYROLL - 2020-03-05	3/5/2020	162703		4987		\$2559.59
	PAYROLL - 2020-03-05	3/5/2020	162704		3808		\$1662.29
	PAYROLL - 2020-03-05	3/5/2020	162705		4980		\$1993.94
	PAYROLL - 2020-03-05	3/5/2020	162706		4927		\$1748.81
	PAYROLL - 2020-03-05	3/5/2020	162707		4527		\$1271.43
	PAYROLL - 2020-03-05	3/5/2020	162708		4950		\$1942.78
	PAYROLL - 2020-03-05	3/5/2020	162709		4925		\$1869.34
	PAYROLL - 2020-03-05	3/5/2020	162710		3813		\$3118.98
	PAYROLL - 2020-03-05	3/5/2020	162711		4878		\$2832.67
	PAYROLL - 2020-03-05	3/5/2020	162712		3816		\$4235.82
	PAYROLL - 2020-03-05	3/5/2020	162713		4321		\$947.92
	PAYROLL - 2020-03-05	3/5/2020	162714		3729		\$2390.63
	PAYROLL - 2020-03-05	3/5/2020	162715		3852		\$2862.12
	PAYROLL - 2020-03-05	3/5/2020	162716		4990		\$1577.13
	PAYROLL - 2020-03-05	3/5/2020	162717		4320		\$2322.57
	PAYROLL - 2020-03-05	3/5/2020	162718		4071		\$1208.07

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162719		3011		\$2587.08
	PAYROLL - 2020-03-05	3/5/2020	162720		4991		\$1565.87
	PAYROLL - 2020-03-05	3/5/2020	162721		5002		\$1610.67
	PAYROLL - 2020-03-05	3/5/2020	162722		3015		\$943.19
	PAYROLL - 2020-03-05	3/5/2020	162723		4804		\$1676.87
	PAYROLL - 2020-03-05	3/5/2020	162724		4885		\$4029.44
	PAYROLL - 2020-03-05	3/5/2020	162725		3604		\$1843.52
	PAYROLL - 2020-03-05	3/5/2020	162726		4818		\$1999.29
	PAYROLL - 2020-03-05	3/5/2020	162727		4796		\$2724.07
	PAYROLL - 2020-03-05	3/5/2020	162728		3009		\$1437.10
	PAYROLL - 2020-03-05	3/5/2020	162729		4039		\$2664.78
	PAYROLL - 2020-03-05	3/5/2020	162730		4884		\$2120.38
	PAYROLL - 2020-03-05	3/5/2020	162731		4601		\$1248.85
	PAYROLL - 2020-03-05	3/5/2020	162732		3253		\$977.90
	PAYROLL - 2020-03-05	3/5/2020	162733		3800		\$1652.15
	PAYROLL - 2020-03-05	3/5/2020	162734		4881		\$1571.07
	PAYROLL - 2020-03-05	3/5/2020	162735		4661		\$2076.34
	PAYROLL - 2020-03-05	3/5/2020	162736		4721		\$1308.79
	PAYROLL - 2020-03-05	3/5/2020	162737		4820		\$1542.29
	PAYROLL - 2020-03-05	3/5/2020	162738		3642		\$1718.25
	PAYROLL - 2020-03-05	3/5/2020	162739		3359		\$1647.50
	PAYROLL - 2020-03-05	3/5/2020	162740		4142		\$1062.68
	PAYROLL - 2020-03-05	3/5/2020	162741		4609		\$2620.94
	PAYROLL - 2020-03-05	3/5/2020	162742		4938		\$1655.16
	PAYROLL - 2020-03-05	3/5/2020	162743		2130		\$1818.23
	PAYROLL - 2020-03-05	3/5/2020	162744		4799		\$774.96
	PAYROLL - 2020-03-05	3/5/2020	162745		4292		\$189.70
	PAYROLL - 2020-03-05	3/5/2020	162746		3050		\$2137.54
	PAYROLL - 2020-03-05	3/5/2020	162747		4712		\$608.97
	PAYROLL - 2020-03-05	3/5/2020	162748		4954		\$361.78
	PAYROLL - 2020-03-05	3/5/2020	162749		4051		\$956.96
	PAYROLL - 2020-03-05	3/5/2020	162750		4961		\$266.89
	PAYROLL - 2020-03-05	3/5/2020	162751		4953		\$805.29
	PAYROLL - 2020-03-05	3/5/2020	162752		4531		\$1791.86
	PAYROLL - 2020-03-05	3/5/2020	162753		4970		\$487.43

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-03-05	3/5/2020	162754		4897		\$700.64
	PAYROLL - 2020-03-05	3/5/2020	162755		4971		\$309.06
	PAYROLL - 2020-03-05	3/5/2020	162756		4704		\$720.48
	PAYROLL - 2020-03-05	3/5/2020	162757		3661		\$879.69
	PAYROLL - 2020-03-05	3/5/2020	162758		4180		\$1674.19
	PAYROLL - 2020-03-05	3/5/2020	162759		3911		\$689.11
	PAYROLL - 2020-03-05	3/5/2020	162760		3918		\$1100.55
	PAYROLL - 2020-03-05	3/5/2020	162761		4910		\$765.60
	PAYROLL - 2020-03-05	3/5/2020	162762		3745		\$1613.76
	PAYROLL - 2020-03-05	3/5/2020	162763		3366		\$1083.01
	PAYROLL - 2020-03-05	3/5/2020	162764		4999		\$1750.48
	PAYROLL - 2020-03-05	3/5/2020	162765		4511		\$1064.18
	PAYROLL - 2020-03-05	3/5/2020	162766		4172		\$628.93
	PAYROLL - 2020-03-05	3/5/2020	162767		3739		\$1388.43
	PAYROLL - 2020-03-05	3/5/2020	162768		4280		\$677.99
	PAYROLL - 2020-03-05	3/5/2020	162769		4777		\$1455.16
	PAYROLL - 2020-03-05	3/5/2020	162770		4853		\$448.29
	PAYROLL - 2020-03-05	3/5/2020	162771		4339		\$223.97
	PAYROLL - 2020-03-05	3/5/2020	162772		3460		\$328.57
	PAYROLL - 2020-03-05	TOTALS:					\$1,212,419.89

Payroll Check Processing Log - MUNIS 2/24/2020 - 3/6/2020

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	WARRANT	COMMENT
02/28/2020	02/28/2020	11401	W	10696	UNITED STATES TREASURY	\$1,004.78		PAYROLL FOR - 022820
03/05/2020	03/05/2020	11402	W	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$936.04		PAYROLL FOR - 030520
	03/05/2020	11403	W	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$335,138.88		PAYROLL FOR - 030520
	03/05/2020	11404	W	10348	ICMA	\$227,274.37		PAYROLL FOR - 030520
	03/05/2020	11405	W	10460	EMPLOYMENT SECURITY DEPT	\$7,755.96		PAYROLL FOR - 030520
	03/05/2020	11406	W	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$6,883.54		PAYROLL FOR - 030520
	03/05/2020	11407	W	10694	CHILD SUPPORT VENDORS	\$275.00		PAYROLL FOR - 030520
	03/05/2020	11408	W	10696	UNITED STATES TREASURY	\$383,461.59		PAYROLL FOR - 030520
	03/05/2020	11409	W	10698	RICHLAND POLICE GUILD	\$7,870.12		PAYROLL FOR - 030520
	03/05/2020	11410	W	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,068.90		PAYROLL FOR - 030520
	03/05/2020	11411	W	10702	DIVISION OF CHILD SUPPORT	\$5,864.08		PAYROLL FOR - 030520
	03/05/2020	11412	W	10736	CITY OF RICHLAND	\$5,584.38		PAYROLL FOR - 030520
	03/05/2020	11413	W	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,237.14		PAYROLL FOR - 030520
	03/05/2020	11414	W	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$502,242.44		PAYROLL FOR - 030520
	03/05/2020	11415	W	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,878.08		PAYROLL FOR - 030520
	03/05/2020	11416	W	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$30,182.44		PAYROLL FOR - 030520
	03/05/2020	11417	W	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,717.53		PAYROLL FOR - 030520
	03/05/2020	11418	W	10787	CITY OF RICHLAND CIGNA LIFE	\$10,298.10		PAYROLL FOR - 030520
	03/05/2020	11419	W	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$2,192.05		PAYROLL FOR - 030520
	03/05/2020	11420	W	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,782.83		PAYROLL FOR - 030520
	03/05/2020	11421	W	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$164.80		PAYROLL FOR - 030520
	03/05/2020	11422	W	10791	CITY OF RICHLAND ER POST RETIREMENT	\$73,440.00		PAYROLL FOR - 030520
	03/05/2020	11423	W	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$28,560.00		PAYROLL FOR - 030520
	03/05/2020	11424	W	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$29,167.59		PAYROLL FOR - 030520
						\$1,671,980.64		

Payroll History Totals - MUNIS 2/24/2020 - 3/6/2020

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2020-02-28	PENSION - 2020-02-28	2/28/2020	5388	N	3338		\$883.26
	PENSION - 2020-02-28	2/28/2020	5389	N	704		\$856.17
	PENSION - 2020-02-28	2/28/2020	5390	N	675		\$709.25
	PENSION - 2020-02-28	2/28/2020	5391	N	4268		\$472.93
	PENSION - 2020-02-28	2/28/2020	5392	N	3453		\$1146.01
	PENSION - 2020-02-28	2/28/2020	5393	N	423		\$654.40
	PENSION - 2020-02-28	2/28/2020	5394	N	87		\$677.74
	PENSION - 2020-02-28	2/28/2020	5395	N	89		\$797.00
	PENSION - 2020-02-28	2/28/2020	5396	N	3218		\$1371.15
	PENSION - 2020-02-28	2/28/2020	5397	N	3757		\$737.53
	PENSION - 2020-02-28	2/28/2020	5398	N	35		\$1987.66
	PENSION - 2020-02-28	2/28/2020	5399	N	4918		\$720.83
	PENSION - 2020-02-28	2/28/2020	5400	N	985		\$775.37
	PENSION - 2020-02-28	2/28/2020	5401	N	3597		\$985.36
	PENSION - 2020-02-28	2/28/2020	5402	N	4236		\$1011.94
	PENSION - 2020-02-28	2/28/2020	5403	N	40		\$2809.33
	PENSION - 2020-02-28	2/28/2020	5404	N	3582		\$1106.29
	PENSION - 2020-02-28	2/28/2020	5405	N	3337		\$357.43
	PENSION - 2020-02-28	2/28/2020	5406	N	4917		\$785.03
	PENSION - 2020-02-28	2/28/2020	5407	N	927		\$979.11
	PENSION - 2020-02-28	2/28/2020	5408	N	651		\$474.44
	PENSION - 2020-02-28	2/28/2020	5409	N	2914		\$596.45
	PENSION - 2020-02-28	2/28/2020	5410	N	868		\$348.72
	PENSION - 2020-02-28	2/28/2020	5411	N	3542		\$285.97
	PENSION - 2020-02-28	2/28/2020	5412	N	3187		\$987.31
	PENSION - 2020-02-28	2/28/2020	5413	N	914		\$1237.00
	PENSION - 2020-02-28	2/28/2020	5414	N	4430		\$839.38
	PENSION - 2020-02-28	2/28/2020	5415	N	777		\$1965.03
	PENSION - 2020-02-28	2/28/2020	5416	N	283		\$368.68
	PENSION - 2020-02-28	2/28/2020	5417	N	557		\$373.69
	PENSION - 2020-02-28	2/28/2020	5418	N	421		\$774.60
	PENSION - 2020-02-28	TOTALS:					\$28,075.06



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 48-20, Authorizing an Interlocal Agreement with Benton County for Placement of Payment and Ballot Drop Boxes

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

48-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 48-20, authorizing the City Manager to sign and execute an interlocal agreement with Benton County to authorize the placement of drop boxes upon certain City properties.

Summary:

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, Benton County and the City of Richland (the Jurisdictions) are authorized to merge their efforts to maximize their mutual ability to provide services and facilities to the public.

On March 27, 2012, the Jurisdictions entered into an interlocal agreement for placement of one (1) ballot box in Jefferson Park, a public park owned and operated by the City. The Jurisdictions have since determined that installing an additional ballot drop box in Richland's Badger Mountain Community Park, and maintaining the current ballot drop box in Richland's Jefferson Park will benefit both Jurisdictions. The Jurisdictions have also determined that the best interests of the public and the Jurisdictions are served by installing a Benton County Treasurer's Office tax payment drop box at Richland City Hall.

The Jurisdictions, by and through their respective governing bodies, have determined that this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions. To that end, an interlocal agreement has been drafted to govern placement of Benton County drop boxes on City property.

Staff recommends approval of Resolution No. 48-20.

Fiscal Impact:

The interlocal agreement includes cost recovery for the City to install the drop boxes supplied by Benton County. Benton County will be responsible for all maintenance and operations of the drop boxes.

Attachments:

1. Resolution No. 48-20
2. Interlocal Agreement

RESOLUTION NO. 48-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with Benton County for payment and ballot drop boxes.

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, Benton County and the City of Richland (the "Jurisdictions") are authorized to merge their efforts to maximize their mutual ability to provide services and facilities to the public; and

WHEREAS, on March 27, 2012, the Jurisdictions entered into an interlocal agreement for placement of one (1) ballot box in Jefferson Park, a public park owned and operated by the City (see Contract No. 34-12); and

WHEREAS, the Jurisdictions have since determined that installing an additional ballot drop box in Richland's Badger Mountain Community Park and maintaining the current ballot drop box in Richland's Jefferson Park will benefit both Jurisdictions; and

WHEREAS, the Jurisdictions have also determined that the best interests of the public and the Jurisdictions are served by installing a Benton County Treasurer's Office tax payment drop box at Richland City Hall; and

WHEREAS, the Jurisdictions, by and through their respective governing bodies, have determined that this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

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 restated interlocal agreement with Benton County for placement of Benton County ballot boxes in Jefferson and Badger Mountain Community Parks, and placement of a Benton County tax payment box at Richland City Hall.

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 17th day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Interlocal Cooperative Agreement
Between
City of Richland and County of Benton
for
Drop Box Locations

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ____ day of _____, 2020 between the **City of Richland**, a Washington municipal corporation ("City"), and the **County of Benton**, a political subdivision of the State of Washington ("County"). City and County are hereinafter referred to jointly as the "Jurisdictions."

WHEREAS, the Jurisdictions are, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, authorized to merge their efforts to maximize their mutual ability to provide services and facilities to the public; and

WHEREAS, March 27, 2012, the Jurisdictions entered into an interlocal cooperative agreement for placement of one (1) ballot box within Jefferson Park, a public park owned and operated by City (see Richland Contract No. 34-12); and

WHEREAS, the Jurisdictions have since determined that installing an additional ballot drop box in Richland's Badger Mountain Community Park and maintaining the current ballot drop box in Richland's Jefferson Park will benefit both Jurisdictions; and

WHEREAS, the Jurisdictions have also determined that the best interests of the public and the Jurisdictions are served by installing a Benton County Treasurer's Office tax payment drop box at Richland City Hall; and

WHEREAS, the Jurisdictions, by and through their respective governing bodies, have determined that this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the roles of the Jurisdictions regarding the installation, financing, maintenance and ownership of two (2) Benton County Auditor ballot drop boxes and one (1) Benton County Treasurer tax payment drop box at the city-owned properties identified herein and in the locations depicted on **Exhibit A**.

- Ballot Box No. 1 – Jefferson Park (existing)
- Ballot Box No. 2 – Badger Mountain Community Park, 350 Keene Rd., Richland WA (to be constructed)
- Treasurer's Box No. 1 – Richland City Hall, 625 Swift Blvd., Richland WA (to be constructed)

Collectively, these three (3) drop boxes are referred to hereinafter as the "Projects."

Section 2. Supersession. Upon full execution of this Agreement, the March 27, 2012 Interlocal Cooperative Agreement (Richland Contract No. 34-12) between the Jurisdictions providing for a Benton County Auditor drop box at Jefferson Park is hereby superseded and replaced with this Agreement.

Section 3. Designated Contacts. The designated contacts for the purpose of administering this Agreement are as follows:

CITY: Parks & Public Facilities Contract Administrator
Richland Parks & Public Facilities
625 Swift Boulevard MS-13
Richland, Washington 99352
(509) 942-7463/sjackson@ci.richland.wa.us

COUNTY: *Concerning the Auditor's Office Ballot Drop Boxes:*

Amanda Hatfield
Benton County Election Manager
620 Market Street
Prosser WA 99350
(509) 786-5618/amanda.hatfield@co.benton.wa.us

Concerning the Treasurer's Office Tax Payment Drop Box:

Ken Spencer
Benton County Treasurer
P.O. Box 630
Prosser, WA 99350
(509) 735-8505/ken.spencer@co.benton.wa.us

Section 4. Planning, Construction and Maintenance.

- a. The County shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task(s):
 1. Provide the ballot drop boxes to the City for installation by the City;
 2. After placed in service, maintain the Projects as it does and would any other ballot drop box or tax payment drop box for which the County is responsible, including but not limited to graffiti removal and maintenance of doors, hinges, locks, signage and paint surface;
 3. If repair or replacement of the Project(s) is required, the County shall provide required repair and/or replacement at its sole cost.
- b. The City shall do the following, utilizing any of its elected officials, employees or agents as it sees fit to accomplish the task(s):
 1. Provide a cost estimate to County for County's approval prior to commencing any work under this Agreement;
 2. Oversee and administer the installation of the Projects;
 3. Inspect the Projects at stages required by inspection ordinances or laws, including at the final stage of construction at completion.

Section 5. Funding. County shall reimburse City for all costs directly associated with work completed by City to install the Projects. The reimbursement of costs is further subject to the following conditions:

- a. Reimbursement shall be for actual costs incurred for the construction (labor/materials) only;

- b. Reimbursement shall not be made until the Projects have been approved by the County, and City has provided County with an accounting of the costs incurred in the construction of the Projects.

Section 6. Ownership and Consideration. Nothing in this Agreement is intended to modify or impede City's ownership of the property upon which the Projects will be located, and City, at all times, shall retain full title to the property as well as the Projects, at all stages of construction until completion. Once the Projects are completed and approved by County, the City will own the concrete pad upon which the boxes are mounted. County will own the box and mounting equipment.

Section 7. Modification. This Agreement may be modified only by written amendment signed by both Jurisdictions.

Section 8. Indemnification. County shall indemnify, hold harmless, and defend City, its elected officials, employees and agents, from all claims, lawsuits, or any liability whatsoever, including costs and attorney's fees, for property loss or damage, bodily injury, sickness or death, personal, and advertising injury, and any other tort loss, related to or arising from this Agreement. County's responsibilities under this indemnification provision include, but are not limited to investigating, adjusting, and defending the alleged loss. Notwithstanding the foregoing, County shall have no obligation to indemnify the City to the extent that the alleged loss is caused by the City, its elected officials, employees, or agents.

Section 9. Disclaimer of 24/7 Access. City makes no representations that the Projects will, at all times, be unobstructed and accessible to all patrons. City disclaims any liability for claims, lawsuits, damages, or any causes of action whatsoever resulting from lack of usability or destruction of contents caused by third-party damage. County agrees to hold City harmless from any such claims, lawsuits, damages, or other causes of action that arise from lack of access or destruction of contents due to third-party damage.

Section 10. Insurance. The Jurisdictions recognize that each of them are insured to a sufficient level and with appropriate limits of liability through respective risk pools and will maintain insurance in the same coverage and amounts as each Jurisdiction currently has coverage. If either Jurisdiction makes changes that decreases the coverage or amounts of coverage, they shall notify the other Jurisdiction in writing sixty (60) days prior to effective date of said change. The Jurisdictions agree that during the term of this Agreement, they shall not cause the terms of their policies to exclude coverage for any activity or condition related to the planning, construction, maintenance or ownership of the Projects.

Section 11. Term of Agreement and Termination.

- a. The term of this Agreement shall become effective on the date first written above upon full execution hereof.
- b. This Agreement may be terminated by either Jurisdiction upon ninety (90) days' written notice. The Jurisdictions agree that the drop boxes will not be physically removed until after the conclusion of the full 90-day written notice period.
- c. This Agreement shall expire on December 31, 2030.

- d. Upon termination or expiration of this Agreement, County will maintain ownership of the ballot drop boxes and the tax payment drop box. At termination or expiration, County is responsible for prompt removal of the Projects, including all costs associated with removal and reasonable restoration of the property.

Section 12. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be available for inspection by either Jurisdiction during the term of this Agreement and for the length of retention required by state law at termination of this Agreement.

Section 13. No Separate Legal Entity. It is not the intention of this Agreement to create a separate legal entity to conduct the cooperative undertaking, and none of the provisions of this Agreement should be construed as such. The acquiring, holding or disposing of real or personal property is not contemplated or authorized by this Agreement. No joint board or administrator is necessary to accomplish the purpose of this Agreement.

Section 14. Evidence of Authority. Upon execution of this Agreement, City shall provide County and County shall provide City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit B** (City) and **Exhibit C** (County).

Section 15. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 16. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party.

Section 17. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third-party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

Section 18. Dispute Resolution. The Jurisdictions intend to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the Jurisdictions agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

Section 19. Governing Law; Venue. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

Section 20. Waiver. No waiver by any party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver

of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 21. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 22. Filing. The executed Agreement will be filed with the Benton County auditor or posted on the Jurisdiction's website as provided in RCW 39.34.040.

Section 23. Entire Agreement. The Jurisdictions agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

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

CITY OF RICHLAND

Cynthia D. Reents, City Manager

ATTEST:

Jennifer Rogers, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON

)

)

ss.

COUNTY OF BENTON

)

I certify that I know or have satisfactory evidence that **Cynthia D. Reents** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2020.

Signature of Notary

Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

My appointment expires

BENTON COUNTY

Chairman
Board of County Commissioners

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

STATE OF WASHINGTON

COUNTY OF BENTON

)
)
) **ss.**

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2020.

Signature of Notary

Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

My appointment expires

Exhibit A – Page 1

Richland City Hall
625 Swift Boulevard, Richland WA

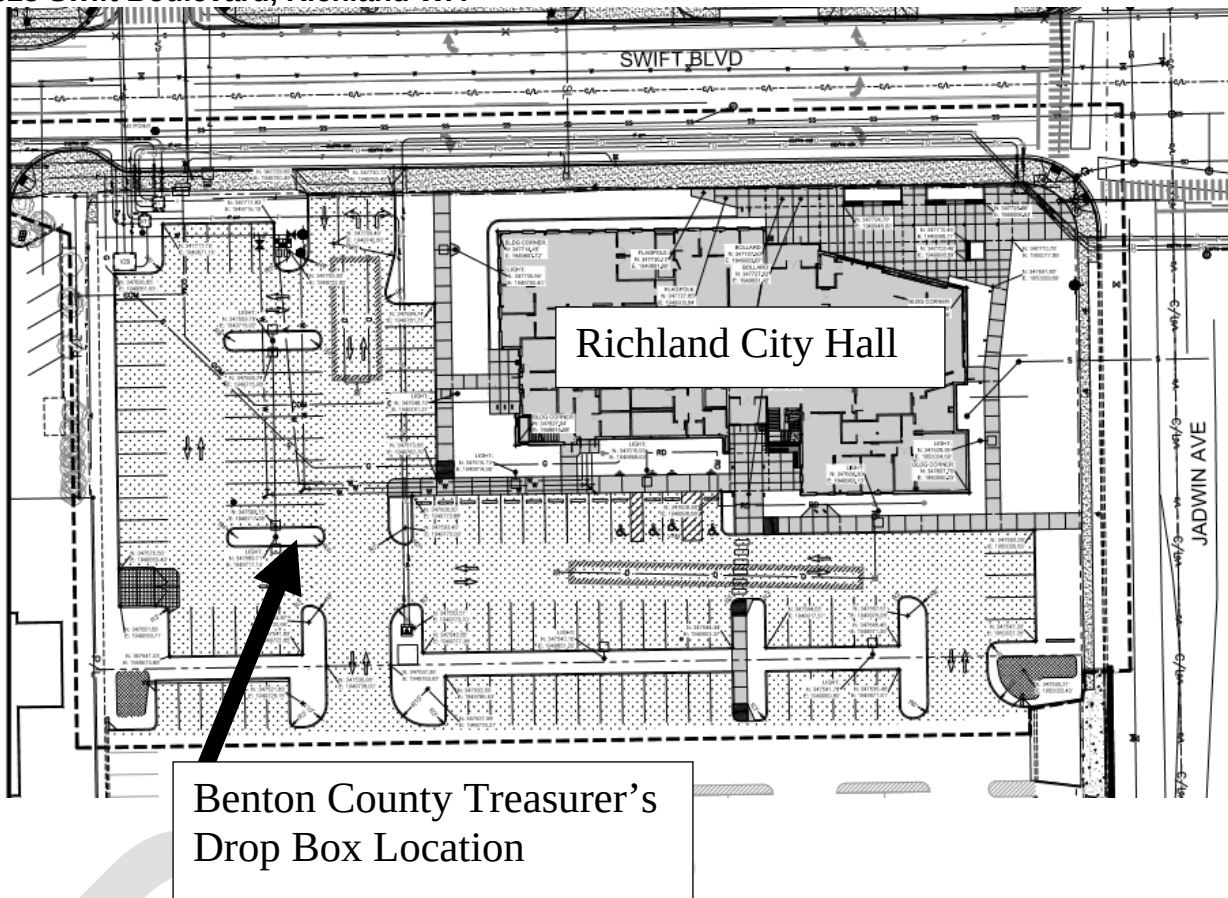


Exhibit A – Page 2

**Badger Mountain Community Park
350 Keene Road, Richland WA**



Exhibit A – Page 3

**Jefferson Park
1340 George Washington Way**



Exhibit B – City of Richland’s Evidence of Authority

DRAFT

Exhibit C – County of Benton’s Evidence of Authority

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/17/2020

Agenda Category: Items of Business

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 08-20, Amending Chapters 23.06 and 23.30 of the Richland Municipal Code related to Definitions and Public Use District Permitted Land Uses (Open Record Public Hearing)

Department:

Development Services

Ordinance/Resolution Number:

08-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 08-20, amending Chapters 23.06 and 23.30 of the Richland Municipal Code related to definitions and public use district permitted land uses.

Summary:

Paul Knutzen of Knutzen Engineering, on behalf of the Richland School District and Tri-Cities Community Health, filed an application for text amendments to RMC Section 23.30.020 – Public use districts permitted land uses, and to Chapter 23.06 - Definitions. The proposed text amendments would result in the following use as an allowable Special Use in the PPF (Public Use) zoning district: “Clinic, School-based.”

The Planning Commission conducted a public hearing on February 26, 2020 and voted to recommend approval of the proposed changes to RMC Section 23.30.020 and Chapter 23.06 as specified in Ordinance No. 08-20.

Staff recommends approval of Ordinance No. 08-20 for first reading, by title only.

Fiscal Impact:

Approval of Ordinance No. 08-20 will have no impact on the City's budget.

Attachments:

1. Ordinance No. 08-20
2. Full Staff Report - School-Based Clinics

ORDINANCE NO. 08-20

AN ORDINANCE of the City of Richland amending Chapters 23.06 and 23.30 of the Richland Municipal Code related to definitions and public use district permitted land uses.

WHEREAS, the City has need, from time to time, to update the development regulations found in the Richland Municipal Code (RMC); and

WHEREAS, on February 26, 2020, the Richland Planning Commission held a public hearing to consider amending the RMC to make school-based clinics a permitted use in certain areas of the City; and

WHEREAS, at the conclusion of the public hearing, the Richland Planning Commission favorably recommended that Richland City Council adopt the proposed changes contained in this Ordinance No. 08-20 to define and allow school-based clinics as a permitted use in certain areas of the City of Richland.

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

Section 1. Chapter 23.06 of the Richland Municipal Code, entitled Definitions, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 59-19, is hereby amended to read as follows:

Chapter 23.06 DEFINITIONS

Sections:

- 23.06.010 Definitions – Introductory.**
- 23.06.020 Accessory apartment unit.**
- 23.06.025 Accessory dwelling unit.**
- 23.06.027 Adult family home.**
- 23.06.030 Adult use establishment.**
- 23.06.035 Agriculture.**
- 23.06.040 Airport commercial.**
- 23.06.045 Airport industrial.**
- 23.06.050 Alley.**
- 23.06.053 Amendment.**
- 23.06.055 Animal shelter.**
- 23.06.065 Apparel and accessory stores.**
- 23.06.070 Apartment.**
- 23.06.071 Apartment, studio.**
- 23.06.075 Arcade.**
- 23.06.080 Repealed.**
- 23.06.085 Art galleries.**

23.06.090 Assisted living facility.
23.06.095 Auto parts sales.
23.06.100 Automobile repair.
23.06.105 Automobile service station.
23.06.110 Automobile wrecking.
23.06.115 Repealed.
23.06.117 Basement.
23.06.120 Bed and breakfast.
23.06.125 Block front.
23.06.130 Book, stationery and art supply store.
23.06.135 Building.
23.06.140 Building, accessory.
23.06.145 Building, main.
23.06.150 Building, hardware and garden supply store.
23.06.155 Bus station.
23.06.160 Bus terminal.
23.06.165 Bus transfer station.
23.06.170 Cafeteria.
23.06.175 Car wash.
23.06.180 Carport.
23.06.185 Cemetery.
23.06.190 Church.
23.06.195 City officials and agencies.
23.06.200 Cinema.
23.06.205 Clinic.
23.06.207 Clinic, school-based.
23.06.210 Club or fraternal societies.
23.06.215 Commercial recreation.
23.06.217 Concessionaire.
23.06.220 Convention center.
23.06.225 Contractors' offices and shops.
23.06.230 Contractors' yards.
23.06.235 Court.
23.06.240 Cultural institution.
23.06.245 Day care center.
23.06.250 Delicatessen.
23.06.255 Department store.
23.06.260 Dependent recreational vehicle.
23.06.265 Designated manufactured home.
23.06.270 Development.
23.06.275 District.
23.06.280 Dormitories, fraternities and sororities.
23.06.285 Drinking establishment.
23.06.290 Drive-through.
23.06.295 Drug store/pharmacy.
23.06.300 Dwelling, one-family attached.

23.06.305 Dwelling, one-family detached.
23.06.310 Dwelling, two-family detached.
23.06.315 Dwelling, multiple-family.
23.06.320 Dwelling unit.
23.06.325 Electronic equipment stores.
23.06.330 Essential public facilities.
23.06.335 Equipment rental.
23.06.340 Family.
23.06.345 Family day care home.
23.06.350 Farming of land.
23.06.355 Fence.
23.06.360 Financial institution.
23.06.365 Repealed.
23.06.370 Florist.
23.06.375 Food stores.
23.06.380 Food wagon.
23.06.385 Fuel station/mini-mart.
23.06.390 Funeral establishment.
23.06.395 Furniture, home furnishings, and appliance stores.
23.06.400 General service businesses.
23.06.405 Grade plane.
23.06.410 Gross floor area.
23.06.415 Guest room.
23.06.420 Habitable floor.
23.06.425 Hazardous waste.
23.06.430 Hazardous waste storage.
23.06.435 Hazardous waste treatment.
23.06.440 Hazardous waste treatment and storage facilities, off site.
23.06.445 Hazardous waste treatment and storage facilities, on site.
23.06.450 Hedge.
23.06.455 Height of building.
23.06.460 Hog farm.
23.06.465 Home occupations.
23.06.470 Health/fitness center.
23.06.475 Health/fitness facility.
23.06.477 Health spa.
23.06.480 Homeless shelter.
23.06.485 Hospital.
23.06.490 Hospital or clinic for large animals.
23.06.495 Hospital or clinic for small animals.
23.06.500 Hot tub.
23.06.505 Hotel.
23.06.510 House-banked card room.
23.06.515 Junkyard.
23.06.520 Kennel, commercial.
23.06.525 Landscaping.

23.06.530 Landscaping material sales.
23.06.535 Large livestock farming.
23.06.540 Lattice tower.
23.06.545 Laundry, self-service.
23.06.550 Laundry/dry cleaning, retail.
23.06.552 Laundry/dry cleaning, neighborhood.
23.06.555 Laundry/dry cleaning, commercial.
23.06.560 Livestock feed lot.
23.06.565 Lot.
23.06.567 Lot area.
23.06.570 Lot, corner.
23.06.572 Lot, interior.
23.06.575 Lot line, front.
23.06.577 Lot line, rear.
23.06.580 Lot line, side.
23.06.582 Lot depth.
23.06.584 Lot width.
23.06.586 Repealed.
23.06.587 Lumberyard.
23.06.590 Macrofacility.
23.06.595 Mailing services.
23.06.600 Manufactured home.
23.06.605 Manufactured home lot, park, and stand.
23.06.610 Manufacturing, general.
23.06.615 Manufacturing, heavy.
23.06.617 Manufacturing, light.
23.06.620 Manufacturing use.
23.06.625 Marinas.
23.06.630 Marine equipment rentals.
23.06.635 Marine gas sales.
23.06.640 Master plan.
23.06.645 Microbrewery.
23.06.650 Repealed.
23.06.655 Mini-warehouse.
23.06.660 Mobile home.
23.06.665 Monopole.
23.06.670 Motel.
23.06.675 Nursing home or rest home.
23.06.680 Nursery, plant.
23.06.685 Office – Corporate.
23.06.687 Office – Consulting services.
23.06.690 Office – General.
23.06.695 Office – Research and development.
23.06.700 Office supply store.
23.06.705 Outdoor advertising sign.
23.06.710 Outdoor advertising structure.

23.06.715 Outdoor storage.
23.06.720 Parking lot.
23.06.725 Parking space, automobile (off street).
23.06.728 Parking structure.
23.06.730 Pasture.
23.06.732 Patio.
23.06.735 Pawn shop.
23.06.740 Pen.
23.06.745 Personal loan business.
23.06.750 Personal services business.
23.06.755 Pet shop and pet supply store.
23.06.760 Photo processing, copying and printing services.
23.06.765 Pool, private.
23.06.770 Pool, public.
23.06.775 Pool, semi-public.
23.06.777 Porch.
23.06.780 Portable food vendor.
23.06.785 Poultry farm.
23.06.790 Public agency building.
23.06.792 Public agency facility.
23.06.795 Radio and television studio.
23.06.797 Reclassification.
23.06.800 Recreational club.
23.06.802 Recreational vehicle.
23.06.805 Recreational vehicle campground.
23.06.807 Recreational vehicle park.
23.06.809 Recreational vehicle space.
23.06.810 Restaurant.
23.06.817 Sales, retail.
23.06.820 Sales, wholesale.
23.06.825 Sanitary station or sanitary dumping station.
23.06.830 School.
23.06.832 School, alternative.
23.06.833 School, commercial.
23.06.834 School, trade.
23.06.835 Secondhand/consignment store.
23.06.840 Senior housing.
23.06.845 Sensitive land uses.
23.06.850 Small livestock farming.
23.06.855 Specialty retail store.
23.06.860 Specified anatomical areas.
23.06.862 Specified sexual activities.
23.06.865 Stable, private.
23.06.867 Stable, public.
23.06.870 Stock-in-trade.
23.06.871 Storage container.

- 23.06.875 Story.**
- 23.06.880 Street.**
- 23.06.885 Structure.**
- 23.06.888 Substantial damage.**
- 23.06.890 Substantial improvement.**
- 23.06.895 Theater.**
- 23.06.900 Towing, vehicle impound lots.**
- 23.06.905 Travel trailer.**
- 23.06.910 Truck terminal.**
- 23.06.915 Use – Permitted.**
- 23.06.920 Use – Accessory (secondary).**
- 23.06.925 Use – Nonconforming.**
- 23.06.930 Use – Special.**
- 23.06.935 Variance.**
- 23.06.937 Vehicle-based food service.**
- 23.06.940 Vehicle leasing and rentals.**
- 23.06.945 Vehicle sales.**
- 23.06.950 Video rental store.**
- 23.06.955 Warehousing and wholesale trade.**
- 23.06.960 Warehousing, storage and distribution.**
- 23.06.965 Wholesale use.**
- 23.06.970 Wineries – Production.**
- 23.06.972 Wineries – Tasting room.**
- 23.06.975 Yard.**
- 23.06.980 Yard, front.**
- 23.06.983 Yard, rear.**
- 23.06.985 Yard, side.**

23.06.010 Definitions – Introductory.

For the purpose of this title, certain terms and words are defined in this chapter. When not inconsistent with the context, words used in the present tense shall include the future; the singular number shall include the plural, and the plural, the singular; the word “shall” is always mandatory and the word “may” denotes a use of discretion in making a decision. The words “used” or “occupied,” unless the context otherwise requires, shall be considered as though followed by the words “or intended, arranged or designed to be used or occupied.”

23.06.020 Accessory apartment unit.

An “accessory apartment unit” is located within or adjacent to a detached one-family dwelling, located on the same lot and is a habitable living unit that provides the basic requirements of shelter, heating, cooking, and sanitation subject to the provisions of RMC 23.42.020.

23.06.025 Accessory dwelling unit.

“Accessory dwelling unit” means a dwelling unit located within a building that contains a nonresidential main or primary use. Occupancy of accessory dwelling units is reserved

for the manager or owner of the main or primary use of the building.

23.06.027 Adult family home.

“Adult family home” means a facility licensed pursuant to Chapter 70.128 RCW, or the regular family dwelling of a person or persons who are providing personal care, special care, and/or room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

23.06.030 Adult use establishment.

“Adult use establishment” means any adult motion picture theater, adult panoram establishment, adult retail establishment or live adult entertainment establishment, as defined herein, or any establishment which provides one or more of the activities listed herein.

A. “Adult motion picture theater” means any commercial establishment where films, motion pictures, video cassettes, computer images or other similar photographic reproductions depict specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

B. Adult Panoram Establishment. “Adult panoram” means a commercial establishment where one or more motion picture projectors, slide projectors, computers or similar devices are used to show films, video cassettes, slides, or other forms of photographic reproductions depicting specified sexual activities or specified anatomical areas to patrons for a payment of a fee, membership fee, or other charge.

C. “Live adult entertainment establishment” means any commercial establishment featuring go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers that emphasize specified anatomical areas and/or whose performances or other activities include or mimic specified sexual activities.

D. “Adult retail establishment” means any retail establishment which, for money or any other form of consideration, either:

1. Has as one of its principal purposes to sell, exchange, rent, loan, trade, transfer, and/or provide for viewing, off the premises, any adult-oriented merchandise, as defined in RMC 5.21.010; or
2. Provides, as its substantial stock-in-trade, for the sale, exchange, rental, loan, trade, transfer and/or viewing or use, off of the premises, any adult-oriented merchandise as defined in RMC 5.21.010.

23.06.035 Agriculture.

“Agriculture” means the tilling of the soil, the raising of crops, horticulture, floriculture, viticulture, apiculture, small livestock farming, dairying, livestock or animal husbandry, and sod farming, including all uses incidental thereto, including the sale of the agricultural products grown or raised upon the site. “Agriculture” excludes the following activities: hog

farm, livestock feed lot, poultry farm, slaughterhouse, fertilizer works, bone yard, plant for the reduction or processing of animal matter, or similar manufacturing, processing, warehousing, storage, and related industrial and commercial activities whether or not dependent upon or closely allied to the agriculture industry.

23.06.040 Airport commercial.

“Airport commercial” means the retail sale of aviation-related products and services including aircraft service and rental, air passenger services, and air terminal activities including passenger ticketing, baggage, taxi service, car rental, restaurants, hotels and gift shops.

23.06.045 Airport industrial.

“Airport industrial” means research, design, fabrication and assembly of aircraft, aircraft parts, airfreight terminals and aviation-related products. This use also includes storage and wholesale trade of aviation-related products and air cargo operations and associated storage and processing.

23.06.050 Alley.

“Alley” means a passage or way open to public travel, affording generally a secondary means of vehicular access to abutting lots, but not intended for the general traffic circulation and including vehicular ways satisfying this definition but designated by some other name.

23.06.053 Amendment.

“Amendment” means a change to the text of the city’s zoning regulations.

23.06.055 Animal shelter.

“Animal shelter” means a service use maintained and operated primarily for the impounding, holding and/or disposal of lost, stray, unwanted, or injured animals.

23.06.065 Apparel and accessory stores.

“Apparel and accessory stores” means stores primarily engaged in selling new clothing, shoes, jewelry, and related articles for personal wear and adornment and stores that rent clothing such as costumes or formal wear.

23.06.070 Apartment.

“Apartment” means a room or suite of two or more rooms, which is designed for, intended for, or occupied by one family, with facilities for cooking therein.

23.06.071 Apartment, studio.

“Apartment, studio” means a self-contained, small apartment which combines living room, kitchenette and bedroom into a single room.

23.06.075 Arcade.

“Arcade” means a commercial establishment containing six or more video, pinball, pool tables or other games, or a business with more than one game per 500 square feet of

gross floor area.

23.06.080 Area of special flood hazard.

Repealed by Ord. 59-19.

23.06.085 Art galleries.

“Art galleries” means establishments or other private or public places intended primarily for art exhibitions where people may view and/or purchase paintings, sculptures, or other works.

23.06.090 Assisted living facility.

“Assisted living facility” means an establishment which provides living quarters and a variety of limited personal care and supportive health care to individuals who are unable to live independently due to infirmity of age, physical or mental handicap, but who do not need the skilled nursing care of a convalescent or nursing home. These facilities may consist of individual dwelling units of a barrier-free design, with separate bathroom facilities, a full kitchen or no kitchen. The facility may provide a minimal amount of supportive health care monitoring, such as assistance with medication, but is limited to health care services which do not require state or federal licensing. In addition, these facilities may have a communal dining area, recreation facilities (library, lounge, game room), laundry facilities and open space.

23.06.095 Auto parts sales.

“Auto parts sales” means a commercial establishment primarily engaged in the retail sale of new auto parts, automobile accessories and tools, where no automobile maintenance or repair services are provided.

23.06.100 Automobile repair.

“Automobile repair” means an establishment which provides major automobile repair, minor automobile repair or an automobile repair specialty shop as defined herein.

A. “Major automobile repair” means general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; overall painting or paint shop or other major repair or maintenance, including operations which may require open flame or welding.

B. “Minor automobile repair” means minor repairs, replacement of minor parts to passenger automobiles and trucks not exceeding one and one-half tons capacity, including any auto lubrication services and engine tune-up services but specifically excluding operations specified under “automobile repair, major” and “automobile repair, specialty shop.”

C. “Automobile repair specialty shop” means a retail and service place of business engaged primarily in light repair and sale of goods and services for automotive vehicles including brakes, muffler and tire shops, and their accessory uses. Major automobile repair is excluded from this definition.

23.06.105 Automobile service station.

“Automobile service station” means a retail place of business for the servicing or fueling of motor vehicles, including tube and tire repairs, battery charging, storage of merchandise and supplies related to the servicing of motor vehicles, sale of gasoline and other fuel and lubricants, and minor motor vehicle repairs. Such use excludes items constituting “major automobile repair.”

23.06.110 Automobile wrecking.

“Automobile wrecking” means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

23.06.115 Base flood.

Repealed by Ord. 59-19.

23.06.117 Basement.

“Basement” means any area of a building having its floor subgrade (below ground level) on all sides.

23.06.120 Bed and breakfast.

“Bed and breakfast” means a one-family detached dwelling unit occupied by a resident owner/manager within which up to four rental bedrooms are made available for overnight accommodation.

23.06.125 Block front.

“Block front” means that property abutting on one side of a street and lying between the two nearest intersecting or intercepting streets or nearest intersecting or intercepting streets and railroad right-of-way, waterway, or subdivided acreage.

23.06.130 Book, stationery and art supply store.

“Book, stationery and art supply store” means an establishment engaged in the retail sale of books and magazines, stationery, CDs, record and tapes, video and art supplies.

23.06.135 Building.

“Building” means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel. When any portion thereof is completely separated from every other portion thereof by a masonry division or fire wall without any window, door or other opening therein, which wall extends from the ground to the upper surface of the roof at every point, then each such portion shall be deemed to be a separate building.

23.06.140 Building, accessory.

“Building, accessory” means a detached subordinate building, the use of which is necessary and incidental to that of a main building on the same lot, and which does not change or alter the character of the premises.

23.06.145 Building, main.

“Building, main” means a building in which is conducted the principal use of the lot on which it is situated. In any residential district, any dwelling shall be deemed to be a main building on the lot on which the same is situated.

23.06.150 Building, hardware and garden supply store.

“Building, hardware and garden supply store” means an establishment engaged in selling lumber and other building materials such as paint, glass, wallpaper, tools, seeds, and fertilizer.

23.06.155 Bus station.

“Bus station” means an establishment for the storage, dispatch, repair and maintenance of coaches and other vehicles of a public transit system.

23.06.160 Bus terminal.

“Bus terminal” means an establishment that sells tickets, provides scheduling information and serves as a point of arrival and departure for an inter-city bus line.

23.06.165 Bus transfer station.

“Bus transfer station” means land in a centralized location used by a municipal bus service as a point of departure for multiple bus routes and where bus passengers transfer from one bus to another.

23.06.170 Cafeteria.

“Cafeteria” means an enclosed building or portion thereof used for the preparation, sale, and consumption of food and beverages. Typically, food services offered in a cafeteria are provided as an accessory use to employees or other groups of people and are not generally offered to the general public.

23.06.175 Car wash.

“Car wash” means a facility designed for the cleaning of automobiles, of which there are two types:

A. “Car wash, automatic” means a tunnel-like structure through which cars are pulled or driven and in which high-pressure sprays and brushes clean, dry and may wax vehicles.

B. “Car wash, self-service” means a coin-actuated, self-service washing system enclosed in a walled bay, open front and rear, of not less than eight feet in height. The pumps, water heaters and like equipment are completely housed. Additional facilities may include drying material dispensers and vacuum cleaners.

23.06.180 Carport.

“Carport” means a covered space for the housing primarily of motor vehicles and enclosed on no more than two sides by walls, screens, cabinets, or other type of enclosures.

23.06.185 Cemetery.

“Cemetery” means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes including columbariums, crematoriums, mausoleums, and funeral establishments, when operated in conjunction with and within the boundary of such cemetery.

23.06.190 Church.

“Church” means a structure, group of structures, or portion thereof which is utilized for the purpose of conducting religious worship, services or ceremonies. A church may contain facilities such as a sanctuary or chapel, assembly rooms, offices, kitchen, parsonage, or multi-purpose facilities. Graded educational facilities, dwelling units except parsonages, day care facilities, and facilities for the training of religious orders shall not be considered incidental to church usage, but may be allowed subject to other provisions of this title.

23.06.195 City officials and agencies.

The word “city” means the city of Richland in Benton County, Washington; the term “city council” means the city council of said city; the terms “planning commission” or “physical planning commission” or “commission” mean the planning commission of the city; the term “board” or “board of adjustment” means the board of adjustment of the city; the term “administrative official” or “city planner” means such person as the city manager shall designate to administer and enforce this title.

23.06.200 Cinema.

“Cinema” means a motion picture theater.

23.06.205 Clinic.

“Clinic” means a building or portion of a building containing offices for providing medical, dental, psychiatric or chiropractic services for outpatients only.

23.06.207 Clinic, school-based.

“Clinic, school-based” means a building or portion of a building, co-located on school campuses, containing offices for providing limited outpatient medical services to children and their families within the respective school district, as well as to district staff and faculty. Such facilities are operated by independent healthcare organizations.

23.06.210 Club or fraternal societies.

“Club” or “fraternal societies” means an association of persons (whether or not incorporated) organized for some common nonprofit purpose, but not including a group organized primarily to render a service customarily carried on as a business.

23.06.215 Commercial recreation.

“Commercial recreation” means establishments engaged in providing amusement or entertainment for a fee or admission charge. There are two categories of commercial recreation:

A. Indoor Commercial Recreation. Including but not limited to such activities as dance

halls, bowling alleys, billiard and pool establishments, skating rinks, indoor batting cages and miniature golf.

B. Outdoor Commercial Recreation. Including but not limited to such activities as outdoor batting cages, arenas, golf courses, putting courses, outdoor miniature golf, amusement parks, riding academies, carnival operations, expositions, and marinas.

23.06.217 Concessionaire.

“Concessionaire,” for the purposes of this title, means and includes any person, firm, or corporation involved in any activity involving the sale of any goods or services, whether conducted for profit or not, on any property located within the PPF – parks and public facilities district. Any concession activity shall be clearly incidental to and supportive of an established primary permitted use in the underlying zoning district.

23.06.220 Convention center.

“Convention center” means a building or area designated to accommodate large groups of people usually for social occasions, or the exchange of information related to professional or commercial activity. Such a facility typically contains various large assembly halls, conference rooms, and food service facilities.

23.06.225 Contractors’ offices and shops.

“Contractors’ offices and shops” means a combination of uses in a single building or lot that includes the assembly, storage and/or manufacture of products typically used in building construction such as cabinetry, heating/cooling systems, plumbing and mechanical systems together with administrative offices.

23.06.230 Contractors’ yards.

“Contractors’ yards” means the portion of a lot outside of a contractor’s office and shop that is used for the outdoor storage of vehicles, equipment and supplies.

23.06.235 Court.

“Court” means an open, unoccupied space, other than a yard, on the same lot with a building or group of buildings, which is bounded on two or more sides by such building or buildings.

23.06.240 Cultural institution.

“Cultural institution” means establishments such as museums, art galleries, and botanical and zoological gardens of historic, educational or cultural interests which are not operated for profit.

23.06.245 Day care center.

“Day care center” means a licensed facility, other than a family day care home, providing regularly scheduled care for a group of children for periods less than 24 hours.

23.06.250 Delicatessen.

“Delicatessen” means retail food stores selling ready-to-eat food products such as cooked

meats, prepared salads or seafood, health food or other specialty food items.

23.06.255 Department store.

“Department store” means a large retail store arranged into departments for the sale of a variety of consumer goods.

23.06.260 Dependent recreational vehicle.

“Dependent recreational vehicle” means a recreational vehicle which does not contain water or sewage disposal facilities.

23.06.265 Designated manufactured home.

“Designated manufactured home” means a manufactured home which:

A. Is comprised of at least two fully enclosed parallel sections each not less than 12 feet wide by 36 feet long;

B. Was originally constructed with and now has a composition or wood shake or shingle, coated metal, or similar roof of not less than 3:12 pitch; and

C. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built International Building Code single-family residences.

23.06.270 Development.

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials, but not including any open wire fences in any F district.

23.06.275 District.

“District” means a portion of the city within which certain uses of land and buildings are permitted, and certain other uses of land and buildings are prohibited, or within which certain yards and other open spaces are required, or within which certain lot areas are established, or within which certain height limits are required for buildings, or within which a combination of such aforesaid regulations are applied, all as set forth and specified in this title, or any of the districts with which any combining regulations are combined.

23.06.280 Dormitories, fraternities and sororities.

“Dormitories,” “fraternities” and “sororities” mean a building occupied by and maintained exclusively for students affiliated with an academic or professional college or university, or other recognized institution of higher learning.

23.06.285 Drinking establishment.

“Drinking establishment” means a business primarily engaged in the retail sale of alcoholic beverages for consumption on the premises, including nightclubs, bars, cocktail lounges, and taverns.

23.06.290 Drive-through.

“Drive-through” means a facility which, by its design, allows people to receive goods and/or services while remaining in their automobiles.

23.06.295 Drug store/pharmacy.

“Drug store/pharmacy” means an establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, vitamins, first-aid supplies, and other health-related products.

23.06.300 Dwelling, one-family attached.

“Dwelling, one-family attached” means a building designed for or containing one dwelling unit, which is attached on one or both sides with a common wall/zero lot line wall to one or more buildings of the same type.

23.06.305 Dwelling, one-family detached.

“Dwelling, one-family detached” means a detached building designed for or containing one dwelling unit, which may include an accessory apartment subject to the provisions of the zoning districts and RMC 23.42.020.

23.06.310 Dwelling, two-family detached.

“Dwelling, two-family detached” means a detached building designed for or containing two independent dwelling units.

23.06.315 Dwelling, multiple-family.

“Dwelling, multiple-family” means a building or portion thereof designed for or containing three or more independent dwelling units.

23.06.320 Dwelling unit.

“Dwelling unit” means a building or portion thereof providing complete housekeeping facilities for one family, which may include an accessory apartment unit subject to the provisions of the zoning districts and RMC 23.42.020.

23.06.325 Electronic equipment stores.

“Electronic equipment stores” means establishments engaged in the retail sale of a variety of electronic equipment including computers, televisions, stereos, and cameras.

23.06.330 Essential public facilities.

“Essential public facilities” means a facility, conveyance or site whose services are provided by a governmental agency, a private or nonprofit organization under contract to or with substantial funding from government agencies, or a private organization subject to public service obligations, which is necessary to adequately provide a public service and which is typically hard to site.

23.06.335 Equipment rental.

“Equipment rental” means the use of a building or land for the purpose of providing tools, implements, or other articles to individuals or businesses on a temporary basis for a

specified fee. This use does not include the rental of automobiles or trucks.

23.06.340 Family.

“Family” means one or more persons occupying a premises and living as a single, nonprofit housekeeping unit, as distinguished from a group occupying a hotel, club, boardinghouse or rooming house, fraternity or sorority house.

23.06.345 Family day care home.

“Family day care home” means a licensed facility in the licensee’s home providing regularly scheduled care for 12 or fewer children for periods less than 24 hours.

23.06.350 Farming of land.

“Farming of land” means the growing of seasonal crops and/or the tilling of soil. For purposes of this definition, the farming of land is typically an interim or temporary land use and would not typically include agricultural activities that are of a long-term nature, such as the planting of orchards or vineyards or the raising of livestock.

23.06.355 Fence.

“Fence” means an upright structure serving as an enclosure, barrier or boundary usually made of posts, boards, wire, iron, steel, or masonry.

23.06.360 Financial institution.

“Financial institution” means a business or institution engaged in monetary transactions such as banks, lending, savings and loan institutions and credit unions but excluding pay day loan businesses.

23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.

Repealed by Ord. 59-19.

23.06.370 Florist.

“Florist” means an establishment engaged in the retail sale of flowers and plants.

23.06.375 Food stores.

“Food stores” means stores primarily engaged in selling food and beverages for home preparation and consumption. It includes grocery stores; mini-market or convenience store uses; meat and fish markets, including freezer provisioners; fruit and vegetable markets; candy, nut, and confectionery stores; dairy products stores; retail bakeries; wine and beer shops; liquor stores; and miscellaneous stores specializing in items such as spices, coffee, or health foods. As an accessory use, a food store may also sell prepared foods for on-site or off-site consumption.

23.06.380 Food wagon.

“Food wagon” means a vehicle that is used for retail food sales that is capable of operating from a variety of sites, rather than from a fixed location.

23.06.385 Fuel station/mini-mart.

"Fuel station/mini-mart" means establishments engaged primarily in the sale of automobile gasoline or other auto fuel to the general public. Such uses may include mini-market or convenience store uses involving the sale of snack food and beverage items.

23.06.390 Funeral establishment.

A "funeral establishment" is a place of business devoted exclusively to such activities as are related to the preparation and arrangements for the funeral, transportation, burial, or other disposition of dead bodies, and including but not limited to: (A) a chapel in which memorial, funeral, or religious services may be conducted; and (B) a preparation room equipped for the preparation and embalming of dead bodies for burial or transportation.

23.06.395 Furniture, home furnishings, and appliance stores.

"Furniture, home furnishings, and appliance stores" means businesses primarily engaged in the retail sale of goods used for furnishing the home, such as furniture, floor coverings, draperies, lighting fixtures, woodstoves, domestic cook stoves, refrigerators, and other household electrical and gas appliances. This category also includes rental of furniture, appliances, and the like.

23.06.400 General service businesses.

"General service businesses" means establishments which provide services involving the maintenance, repair or improvement of personal and household goods including computer and consumer electronics repair and service, custom framing shops, jewelry repair, locksmiths, shoe repair, tailors, upholstery shops, and similar uses.

23.06.405 Grade plane.

"Grade plane" means a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet from the building, between the building and a point six feet from the building.

23.06.410 Gross floor area.

"Gross floor area" means the sum of the areas of all floors included within the surrounding walls of a building, or portion thereof, exclusive of vents, shafts, and courts.

23.06.415 Guest room.

"Guest room" means a room which is intended, arranged, or designed to be occupied or which is occupied by one or more guests, but in which no provision is made for cooking, and not including dormitories for sleeping purposes.

23.06.420 Habitable floor.

"Habitable floor" means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof, except for a floor used only for storage purposes.

23.06.425 Hazardous waste.

“Hazardous waste” means all dangerous and extremely hazardous waste as defined by RCW 70.105.010.

23.06.430 Hazardous waste storage.

“Hazardous waste storage” means the holding of dangerous waste for a temporary period as regulated by the Washington State Dangerous Waste Regulations, Chapter 173-30 WAC.

23.06.435 Hazardous waste treatment.

“Hazardous waste treatment” means the physical, chemical, or biological processing of dangerous waste to make wastes nondangerous or less dangerous, safer for transport, amenable for storage, or reduced in volume.

23.06.440 Hazardous waste treatment and storage facilities, off site.

“Hazardous waste treatment and storage facilities, off site” means treatment and storage facilities that treat or store waste generated on properties other than those on which the off-site facilities are located.

23.06.445 Hazardous waste treatment and storage facilities, on site.

“Hazardous waste treatment and storage facilities, on site” means treatment and storage facilities that treat and store wastes generated on the same, geographically contiguous, or bordering property.

23.06.450 Hedge.

“Hedge” means a row of closely planted shrubs, bushes, or low growing trees forming a barrier, enclosure, or boundary.

23.06.455 Height of building.

“Height of building” means the vertical distance from grade plane to the average height of the highest roof surface. (See RMC 23.06.405 for definition of “grade plane.”)

23.06.460 Hog farm.

“Hog farm” means a lot, structure or building used for the raising or keeping of six or more hogs or swine.

23.06.465 Home occupations.

“Home occupations” means an occupation or business activity conducted within a dwelling unit by a member or members of the family who occupy the dwelling, where the occupation or business activity is clearly incidental and secondary to the use of the dwelling for living purposes and the residential character of the dwelling is maintained.

23.06.470 Health/fitness center.

“Health/fitness center” means a building, group of buildings or combination of buildings and outdoor uses which together are used for sports, health and recreational uses whether on a membership basis or for the general public. Such facilities include, but are

not limited to, gymnasiums, weight-reducing centers, dance studios, tennis, handball or racquetball courts, indoor or outdoor swimming pools and spas, weight training, exercise classes, and running tracks.

23.06.475 Health/fitness facility.

“Health/fitness facility” means health clubs, aerobics centers, athletic clubs and gymnasiums, handball and racquetball clubs, weight-reducing centers, dance studios, and other businesses primarily engaged in indoor health and recreation activities, whether on a membership basis or for the general public. Health/fitness facilities are conducted in buildings no larger than 5,000 square feet in area.

23.06.477 Health spa.

“Health spa” means a commercial facility providing body treatments, massage, gyms, spas, health and wellness activities and similar services.

23.06.480 Homeless shelter.

“Homeless shelter” means a facility designed to provide overnight accommodations and/or meals to homeless persons.

23.06.485 Hospital.

“Hospital” means a licensed institution designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, both mental and physical.

23.06.490 Hospital or clinic for large animals.

“Hospital or clinic for large animals” means a medical facility or institution providing inpatient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to large animals or livestock.

23.06.495 Hospital or clinic for small animals.

“Hospital or clinic for small animals” means a medical facility or institution providing inpatient and outpatient veterinary service consisting of the prevention, cure, or alleviation of disease and injury to dogs, birds, cats, and similar small animals.

23.06.500 Hot tub.

“Hot tub” means a nonpermanent structure intended for recreational bathing, in which all controls, water heating, and water circulating equipment are an integral part of the product.

23.06.505 Hotel.

“Hotel” means any building or portion thereof containing six or more guest rooms, which is used, designed, or intended to be used, let, or hired out to be occupied, or which is occupied by six or more individuals for compensation, whether the compensation be paid directly or indirectly.

23.06.510 House-banked card room.

“House-banked card room” as used in this title means an establishment licensed by the

Washington State Gambling Commission (the “Commission”) to offer “house-banked card games” as described in WAC 230-40-010 and subject to regulation by the Commission under RCW 9.46.070 and Chapter 230-40 WAC.

23.06.515 Junkyard.

“Junkyard” means the use of more than 100 square feet of the area of any lot, or the use of any portion of that half of any lot (but not exceeding a depth or width, as the case may be, of 100 feet) which adjoins any street, for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or the use of any area for an automobile wrecking yard; provided, however, that this definition shall not be deemed to include uses conducted entirely within an enclosed building or lots for the outdoor display and sale of used automobiles in operable condition.

23.06.520 Kennel, commercial.

“Kennel, commercial” means any lot, premises, building, or structure where six or more dogs, cats, and/or household pets over six months of age are kept.

23.06.525 Landscaping.

“Landscaping” shall consist of any of the following or combination thereof: material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, and trees; and nonliving durable material commonly used in landscaping such as, but not limited to, rocks, pebbles, bark, sand, walls, or fences, but excluding paving and artificial plants.

23.06.530 Landscaping material sales.

“Landscaping material sales” means establishments engaged in the retail sale of materials commonly used in landscaping such as trees, shrubs, bark, gravel, patio bricks, concrete blocks, pond liners, and similar materials.

23.06.535 Large livestock farming.

“Large livestock farming” means the keeping of domesticated animals such as horses, ponies, burros, dairy and beef cattle, sheep, goats, swine, and similar animals which are kept for personal or agricultural use, or raised for sale and profit.

23.06.540 Lattice tower.

“Lattice tower” is a wireless communications support structure, which consists of metal crossed strips or bars to support antennas and related equipment.

23.06.545 Laundry, self-service.

“Laundry, self-service” means a business providing home-type washing, drying and/or ironing facilities where customers primarily complete the laundering of their own clothes.

23.06.550 Laundry/dry cleaning, retail.

“Laundry/dry cleaning, retail” means a business providing drop off and pick up services of laundry and dry cleaning where the actual laundry/dry cleaning activities are completed at an off-site commercial laundry/dry cleaning facility.

23.06.552 Laundry/dry cleaning, neighborhood.

“Laundry/dry cleaning, neighborhood” means a business providing drop off and pick up services of laundry and dry cleaning and where actual laundry/dry cleaning activities are completed on site in a process that primarily uses solvents or chemicals that are not regulated as hazardous by the Environmental Protection Agency. Such businesses shall operate in facilities that are 2,000 square feet in area or less.

23.06.555 Laundry/dry cleaning, commercial.

“Laundry/dry cleaning, commercial” means a business providing commercial laundry or dry cleaning services.

23.06.560 Livestock feed lot.

“Livestock feed lot” means a lot, structure or building, or confined area used intensively for raising or keeping of more than six head of beef cattle or similar livestock for the purpose of feeding, breeding, conditioning, or holding the same for marketing or slaughter in which animal waste may accumulate, but not including barns, pens or similar structures.

23.06.565 Lot.

“Lot” means land occupied or to be occupied by a principal use or building or unit group of buildings and accessory buildings, together with such open spaces as are required under the provisions of this title, having not less than the minimum area required by this title, for a lot in the district in which such lot is situated, and having its principal frontage on a street, or having a permanent means of access to a street. A lot as defined herein is not necessarily the same as a platted lot.

23.06.567 Lot area.

“Lot area” means the total horizontal area included within lot lines.

23.06.570 Lot, corner.

“Lot, corner” means a lot bounded on two or more sides by street lines; provided, that the interior angle of intersection or interception of said street lines does not exceed 135 degrees.

23.06.572 Lot, interior.

“Lot, interior” means a lot other than a corner lot.

23.06.575 Lot line, front.

“Lot line, front” means, in the case of an interior lot, a line separating the lot from the street; in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street; except in those cases in a C-1 district where a lot has two or more street frontages of equal length or nearly equal length, the front lot line shall be considered to be the line adjoining the street which the comprehensive plan shows is intended to carry the heaviest traffic flow.

23.06.577 Lot line, rear.

“Lot line, rear” means the lot line which is generally opposite the front lot line. If the rear lot line is less than 10 feet in length, or if the lot comes to a point at the rear, the rear lot line shall be deemed to be a line parallel to the front lot line, not less than 10 feet long, lying wholly within the lot and farthest from the front lot line.

23.06.580 Lot line, side.

“Lot line, side” means any lot boundary line not a front lot line or a rear lot line.

23.06.582 Lot depth.

“Lot depth” means the shortest horizontal distance between the front lot line and a line drawn parallel to the front lot line through the midpoint of the rear lot line. For lots with front lines containing curves or angles, the measurement shall be taken from a line drawn parallel to a base line adjoining the front corners of the lot and lying midway between said base line and a line drawn parallel to said base line tangent to the curve or through the angle point.

23.06.584 Lot width.

“Lot width” means the distance between side lot lines measured at right angles to the lot depth at its midpoint.

23.06.586 Lowest floor.

Repealed by Ord. 59-19.

23.06.587 Lumberyard.

“Lumberyard” means a business that sells building materials and/or lumber in large quantities, and includes a significant portion of its product storage outdoors or in warehouse portions of a building.

23.06.590 Macrofacility.

“Macrofacility” is a large wireless communication facility that provides radio frequency coverage for a cellular telephone network. Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures at a height that provides a clear view over the surrounding buildings and terrain. Macro cell facilities typically contain antennas that are greater than three cubic feet per antenna, and typically cover large geographic areas with relatively high capacity and may be capable of hosting multiple wireless service providers.

23.06.595 Mailing services.

“Mailing services” means a private establishment engaged in the business of renting mailboxes, accepting packages for delivery, selling packaging materials and/or providing bulk mailing services for customers.

23.06.600 Manufactured home.

“Manufactured home” means a single-family residence constructed after June 15, 1976, and in accordance with the U.S. Department of Housing and Urban Development (HUD)

requirements for manufactured housing and bearing the appropriate insignia indicating such compliance.

23.06.605 Manufactured home lot, park, and stand.

“Manufactured home lot” means a designated portion of a manufactured home park designed for the accommodation of one manufactured home and its accessory structures.

“Manufactured home park” means any site, lot, field or tract of land under the ownership or management of one person, partnership, firm or corporation which is divided into manufactured home lots for tenancy or lease, upon which two or more manufactured homes are located and occupied for dwelling purposes.

“Manufactured home stand” means that area of a manufactured home lot which has been reserved for the placement of a manufactured home.

23.06.610 Manufacturing, general.

“Manufacturing, general” means a manufacturing use, typically having the potential of creating moderate noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production of items made from stone or concrete;
- B. Production of items from ferrous or nonferrous metals through use of a machine shop, welding or fabrication; or from nonferrous metals through use of a foundry; or from ferrous metals through use of a foundry heated by electricity (induction melting);
- C. Production of finished goods that typically are not for household or office use, such as barrels, ceramic molds, or cardboard cartons, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semiprecious or precious metals or stones, fiber, or other similar materials;
- D. Production of finished goods, for household or nonhousehold use, such as toys, film, pens, or linoleum from plastic, rubber, or celluloid;
- E. Production of parts to be assembled into a finished product;
- F. Development of film on a wholesale basis;
- G. Production of items through biological processes, such as pharmaceuticals and industrial purifiers, manufactured by bioengineering techniques;
- H. Production of items such as paint and coatings, dyestuffs, fertilizer, glue, cosmetics, clay, or pharmaceuticals that require the mixing or packaging of chemicals;
- I. Food processing for human consumption except that involving the milling of grain or the

refining of sugar.

23.06.615 Manufacturing, heavy.

“Manufacturing, heavy” means a manufacturing use, typically having the potential of creating substantial noise, smoke, dust, vibration and other environmental impacts or pollution, and including but not limited to:

- A. Processing or refining of raw materials, such as but not limited to minerals, petroleum, rubber, wood or wood pulp, into other products;
- B. The milling of grain or refining of sugar, except when accessory to a use defined as food processing for human consumption or as a retail sales and service use;
- C. Slaughterhouses, including packing and freezing of meat products;
- D. Refining, extruding, rolling, or drawing of ferrous or nonferrous metals, or the use of a noninduction foundry for ferrous metal;
- E. Production of large durable goods such as motorcycles, cars, manufactured homes, airplanes, or heavy farm, industrial, or construction machinery;
- F. Manufacturing of electrical components, such as semi-conductors and circuit boards, using chemical processes such as etching or metal coating;
- G. Production of industrial organic and inorganic chemicals, and soaps and detergents; and
- H. Conversion of solid waste into useful products or preparation of solid waste for disposal at another location by processing to change its physical form or chemical composition. This includes the off-site treatment or storage of hazardous waste as regulated by the State Department of Ecology.

23.06.617 Manufacturing, light.

“Manufacturing, light” means a manufacturing use, typically having little or no potential of creating noise, smoke, dust, vibration or other environmental impacts or pollution, and including but not limited to the following:

- A. Production, assembly, finishing, and/or packaging of articles from parts made at another location, such as assembly of clocks, electrical appliances, or medical equipment;
- B. Production of finished household and office goods, such as jewelry, clothing or cloth, toys, furniture, or tents, from materials that are already refined, or from raw materials that do not need refining, such as paper, fabric, leather, premilled wood; or wool, clay, cork, semi-precious or precious metals or stones, fiber, or other similar materials;
- C. Canning or bottling of food or beverages for human or animal consumption using a

mechanized assembly line;

D. Printing plants with more than 5,000 square feet of gross floor area;

E. Electronic product and component manufacturing including radio, TV, computers, data systems equipment, optical, photographic, engineering and similar precision instruments and high-tech industries.

23.06.620 Manufacturing use.

“Manufacturing use” means a business establishment in which articles are produced by hand or by machinery, from raw or prepared materials, by giving to those materials new forms, qualities, properties, or combinations, in a process frequently characterized by the repetitive production of items made to the same or similar specifications.

23.06.625 Marinas.

“Marinas” means an establishment providing docking, moorage space and activities relating to the maintenance and minor repair of pleasure boats and yachts.

23.06.630 Marine equipment rentals.

“Marine equipment rentals” means a business engaged in the rental of marine equipment, such as boats or jet skis, to individuals or businesses on a temporary basis for a specified fee.

23.06.635 Marine gas sales.

“Marine gas sales” means a business typically associated with a marina that engages in retail gasoline sales for boats and other marine equipment.

23.06.640 Master plan.

“Master plan” means a detailed site plan for certain distinct areas of the city for which specific plans have been reviewed and approved by the planning commission and the city council. A master plan for a distinct area is not to be construed as a substitute for the comprehensive plan as set forth in Chapter 23.01 RMC.

23.06.645 Microbrewery.

“Microbrewery” means a small-scale beer brewing plant located within a restaurant or tavern building in which a portion of the building is used for the production of beer for wholesale distribution and for on-site retail sale to restaurant or tavern patrons.

23.06.650 Microfacility.

Repealed by Ord. 07-19.

23.06.655 Mini-warehouse.

“Mini-warehouse” means a structure containing separate storage spaces of varying sizes that are leased or rented on an individual basis and outdoor yards for the storage of goods where storage, retrieval and transport are the responsibilities of the renter or lessee.

23.06.660 Mobile home.

“Mobile home” means a single-family residence transportable in one or more sections that are eight feet or more in width and 32 feet or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.

23.06.665 Monopole.

“Monopole” means a vertical support structure consisting of a single vertical metal, concrete, or wooden pole, typically round or square and driven into the ground or attached to a foundation.

23.06.670 Motel.

“Motel” means a building or group of buildings containing guest rooms designed or used to provide transient lodging.

23.06.675 Nursing home or rest home.

“Nursing home” or “rest home” means a home for aged, chronically ill, incurable persons, or persons in need of convalescent care outside of a hospital in which two or more persons not of the immediate family are received, kept, or provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases, or mental illness.

23.06.680 Nursery, plant.

“Nursery, plant” means an enterprise, establishment or portion thereof that conducts the retailing or wholesaling of plants grown on the site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, garden implements, etc.

23.06.685 Office – Corporate.

“Office – corporate” means an establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices and/or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes from employees and not the general public.

23.06.687 Office – Consulting services.

“Office – consulting services” means establishments providing a wide variety of professional services including but not limited to: accountants, engineers, geologists, architects, financial consultants, landscape architects, land planners, surveyors and interior designers who generally conduct research, provide analysis of information, computer simulation, diagramming, mapping and/or drafting in order to create new products or plans.

23.06.690 Office – General.

“Office – general” means an establishment which provides administrative, professional, educational, financial, governmental or customer services to individuals, businesses, institutions and/or governmental agencies in an office setting; for example, branch banks,

travel agencies, medical offices, real estate offices, insurance agencies, government offices, customer service offices, data processing services, union or charitable organization offices and wholesalers' offices.

23.06.695 Office – Research and development.

“Office – research and development” means an office/laboratory establishment engaged in the research, analysis, design, development and/or testing of a product.

23.06.700 Office supply store.

“Office supply store” means stores selling office products such as stationery, legal forms, writing implements, computers, copies, office furniture, and similar products.

23.06.705 Outdoor advertising sign.

“Outdoor advertising sign” means any lettered, figure, or pictorial matter or other sign of any kind or character whatsoever, made visible for outdoor advertising purposes anywhere.

23.06.710 Outdoor advertising structure.

“Outdoor advertising structure” means any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary.

23.06.715 Outdoor storage.

“Outdoor storage” means the storage of any products, materials, vehicles, equipment, junk, or scrap outside the confines of an enclosed building, and more specifically defined as:

A. Merchandise Display. Display of products and materials, and operable vehicles and equipment for the principal purpose of offering for sale at retail, and incidental to the business existing on the premises;

B. Equipment and Material Storage. Storage of any equipment or materials in usable condition which are not being specifically displayed as merchandise or offered for sale at retail; and

C. Junk and Scrap Storage. Storage of used products or scrap materials such as wood, cloth, paper, glass, metal, plastic, or rock material, which could be refurbished, recycled, or converted into usable stock or material.

23.06.720 Parking lot.

“Parking lot” means an open area, other than a street or alley, used for the temporary parking of automobiles and available for public use, whether free or for compensation, or as an accommodation for clients or customers.

23.06.725 Parking space, automobile (off street).

“Parking space, automobile (off street)” means space within a public or private parking

area, or within a building designed for or used for the temporary parking or storage of one motor vehicle.

23.06.728 Parking structure.

“Parking structure” means a structure used for the parking of vehicles where parking is accommodated on two or more levels.

23.06.730 Pasture.

“Pasture” means a fenced enclosure or confined area used for the grazing of livestock or small animals which contains sufficient vegetation to serve as the principal food source for the livestock confined therein.

23.06.732 Patio.

“Patio” means an outdoor space that is often paved or decked directly adjacent to a main building that is at or within 30 inches of adjacent grade.

23.06.735 Pawn shop.

“Pawn shop” means an establishment engaged in the buying or selling of new or secondhand merchandise and offering loans in exchange for personal property.

23.06.740 Pen.

“Pen” means a fenced enclosure or small confined area used for the raising or keeping of livestock or small animals, but not including barns, sheds or similar structures, or pasture.

23.06.745 Personal loan business.

“Personal loan business” means an establishment engaged in the business of cashing payroll checks and/or providing small, nonsecured, short-term loans to individuals.

23.06.750 Personal services business.

“Personal services business” means a business primarily engaged in providing services generally involving the maintenance of the human body, or other services to one’s person. Such businesses include, but are not limited to, barber and beauty shops, photographic studios, body piercing, manicuring shops, tanning parlors, body wrapping, tattoo parlors and massage practitioners.

23.06.755 Pet shop and pet supply store.

“Pet shop” and “pet supply store” mean establishments engaged in the retail sale of pets, pet food, supplies and the grooming of pets.

23.06.760 Photo processing, copying and printing services.

“Photo processing, copying and printing services” means retail establishments that provide duplicating services using photocopy, blueprint and offset printing equipment, including collating of booklets and reports.

23.06.765 Pool, private.

“Pool, private” means a swimming pool built accessory to a dwelling unit and used for the enjoyment of the family living therein.

23.06.770 Pool, public.

“Pool, public” means a swimming pool to which the general public has access through the payment of a fee or admission charge.

23.06.775 Pool, semi-public.

“Pool, semi-public” means a swimming pool accessory to a hotel, motel, multiple dwelling or similar use to which the general public does not have usual access, and located for the convenience of the guests or patrons of a hotel, motel or similar use.

23.06.777 Porch.

“Porch” means an outdoor, typically raised and covered area, providing an entrance way to a building.

23.06.780 Portable food vendor.

“Portable food vendor” means the vending of food and/or beverages from a movable cart-type stand which is located on the same lot as, and in conjunction with, a permitted use. Portable food vending stands cannot be self-propelled, must serve only walk-up customers, and may not be stored outdoors when the portable food vendor is not open for business.

23.06.785 Poultry farm.

“Poultry farm” means a lot, structure or building used intensively for the raising, feeding, breeding, or keeping of chickens, turkeys, or other poultry for marketing or slaughter, or for the production of eggs for sale.

23.06.790 Public agency building.

“Public agency building” means any agency office for the administration of any governmental activity or program.

23.06.792 Public agency facility.

“Public agency facility” means a lot, structure, facility or building which is necessary for the operation of a public utility on which is performed a public service such as supplying water, wastewater disposal, electrical, transportation or communication service, usually as a monopoly or pursuant to a franchise by a business organization under governmental regulation, or directly by government.

23.06.795 Radio and television studio.

“Radio and television studio” means an establishment engaged in transmitting oral and visual programs, and which consists of a studio, transmitter, and antennas.

23.06.797 Reclassification.

“Reclassification” means a change in the city’s zoning map, resulting in a change in

zoning designation on one or more parcels of property. Also referred to as a rezone.

23.06.800 Recreational club.

“Recreational club” means an area devoted to facilities and equipment for recreational purposes, swimming pools, tennis courts, playgrounds, community clubhouses, and other similar uses maintained by a nonprofit organization whose membership is limited to the residents within the area in which it is located; provided, that membership shall not be denied to residents of the area based solely on race, creed or color.

23.06.802 Recreational vehicle.

“Recreational vehicle” means a vehicular-type unit designed for temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. “Recreational vehicle” shall include, but not be limited to, the following:

A. Travel Trailer. A vehicular, portable structure built on a chassis and drawn by a motorized vehicle and which is designed to be used as a temporary dwelling for travel, recreational and vacation uses;

B. Camper. A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreational and vacation uses;

C. Motor Home. A portable, temporary dwelling to be used for travel, recreational and vacation use constructed as an integral part of a self-propelled vehicle;

D. Camping Trailer. A folding structure mounted on wheels and designed for travel, recreational and vacation uses.

(See also “Dependent recreational vehicle,” RMC 23.06.260.)

23.06.805 Recreational vehicle campground.

“Recreational vehicle campground” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles or tents for travel, recreational or vacation usage for short periods of stay subject to the provisions of this title.

23.06.807 Recreational vehicle park.

“Recreational vehicle park” means a lot or parcel of land occupied or intended for occupancy by recreational vehicles for travel, recreational or vacation uses allowing for longer periods of stay subject to the provisions of this title.

23.06.809 Recreational vehicle space.

“Recreational vehicle space” means a parcel of land in a recreational vehicle park or campground for the placement of a single recreational vehicle and the exclusive use of its occupants.

23.06.810 Restaurant.

“Restaurant” means a retail establishment engaged in the preparation and sale of food and beverages, including coffee shops, sandwich shops, ice cream parlors, fast food take-out, espresso stands, and similar uses. The term “restaurant” can be further described by the following types:

A. Restaurant, Drive-Through. A “restaurant” which has one or more drive-through lanes for ordering and dispensing of food and beverages to patrons remaining in their vehicles, for consumption off the premises. A drive-through restaurant may also have seating facilities.

B. Restaurant, Lounge. A restaurant which includes licensed on-site provision of alcoholic beverages for consumption on the premises as an accessory to food service.

C. Restaurant, Sit-Down. A restaurant at which all food and drink is consumed on the premises.

D. Restaurant, Take-Out. A restaurant that offers a take-out service whereby food may be consumed off the premises. A take-out restaurant may also have seating facilities.

23.06.817 Sales, retail.

“Sales, retail” means sale to the ultimate consumer for direct consumption and not for resale.

23.06.820 Sales, wholesale.

“Sales, wholesale” means sale for resale not for direct consumption. For the purpose of land use classifications, a business primarily engaged in wholesale sales, with less than 25 percent of the square footage of sales in related retail, will be classified as wholesale.

23.06.825 Sanitary station or sanitary dumping station.

“Sanitary station” or “sanitary dumping station” means a facility used for removing and disposing of wastes from recreational vehicle sewage holding tanks.

23.06.830 School.

“School” means public or private graded educational institution facility, structure or building but not including trade schools.

23.06.832 School, alternative.

“School, alternative” means a school which offers a curriculum which is equivalent to but is a substitute for the curriculum commonly found in more traditional public or private schools.

23.06.833 School, commercial.

“School, commercial” means a business establishment where instruction is given, in exchange for payment of a fee. Examples of subjects taught include, but are not limited to, dance, computer skills, music, and martial arts.

23.06.834 School, trade.

“School, trade” means an educational facility, structure or building operated as a business enterprise offering instruction or training in the trades or industrial arts such as welding, brick laying, machinery operation, cooking, printing or similar trades or industrial arts, but not including schools.

23.06.835 Secondhand/consignment store.

“Secondhand/consignment store” means an establishment engaged in the retail sale of used clothing, sports equipment, appliances, and other merchandise.

23.06.840 Senior housing.

“Senior housing” means a complex of dwellings, exclusively designed for and occupied by households having least one person 62 years of age or older.

23.06.845 Sensitive land uses.

“Sensitive land uses” means those land uses which are particularly sensitive to the secondary effects of adult use businesses. “Sensitive land uses” include the following:

- A. Churches, or other religious facilities or institutions;
- B. Multiple-family and single-family residential zones;
- C. Playgrounds and public parks;
- D. Public and private schools, technical schools and training facilities which have 25 percent or more of their students under the age of 18.

23.06.850 Small livestock farming.

“Small livestock farming” means the keeping of four or more domesticated animals such as rabbits, chickens, ducks, turkeys, and similar fowl and animals which are kept for personal or agricultural use, or raised for sale and profit.

23.06.855 Specialty retail store.

“Specialty retail store” means one of a wide variety of stores involved in the retail sale of one or more general categories of specialty goods and merchandise, including but not limited to the following types of specialty stores: sporting goods, bicycles, glassware and chinaware, fishing tackle, music, greeting cards, jewelry, toys, hobby supplies, games, cameras, gifts and souvenirs, sewing supplies, tobacco products, newspapers, magazines, and comic books, religious supplies, guns and gun supplies or other miscellaneous goods.

23.06.860 Specified anatomical areas.

“Specified anatomical areas” means:

- A. Less than completely and opaquely covered human genitals, pubic region, buttock or female breast below a point immediately above the top of the areola; and

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

23.06.862 Specified sexual activities.

“Specified sexual activities” means:

A. Human genitals in a state of sexual stimulation or arousal; and/or

B. Acts of human masturbation, sexual intercourse or sodomy, whether between persons of the same or opposite sex; and/or

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast; and/or

D. Excretory functions as part of or in connection with any of the activities set forth in this chapter.

23.06.865 Stable, private.

“Stable, private” means a building in which horses are kept for private use and not for remuneration, hire, or sale.

23.06.867 Stable, public.

“Stable, public” means a building in which horses are kept for remuneration, hire, or sale, including a riding academy.

23.06.870 Stock-in-trade.

“Stock-in-trade” means all books, equipment, magazines, periodicals, pictures, posters, printed material, products (including prerecorded video tapes, discs, or similar material), or other items readily available for purchase, rental, viewing or use by patrons of the establishment excluding material located in any storeroom or other portion of the premises not open to patrons.

23.06.871 Storage container.

“Storage container” is defined as provided in RMC 11.33.010.

23.06.875 Story.

“Story” means that portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. A mezzanine floor shall be counted as a story if it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is 24 feet or more. A basement shall be counted as a story if its ceiling is over six feet above the level from which the height of the building is measured.

23.06.880 Street.

“Street” means a public thoroughfare which affords the principal means of access to

abutting property, including avenue, place, way, drive, lane, boulevard, highway, road, and any other thoroughfare except an alley.

23.06.885 Structure.

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

23.06.888 Substantial damage.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

23.06.890 Substantial improvement.

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. “Substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term “substantial improvement” does not include any project for improvement to comply with existing state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official which are the minimum necessary to assure safe living conditions, or any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

23.06.895 Theater.

“Theater” means a facility used by and for the performing arts but not including cinema.

23.06.900 Towing, vehicle impound lots.

“Towing, vehicle impound lots” means lots used for the temporary storage of vehicles which have been towed by a towing company or for impounded vehicles, but which does not include permanent vehicle storage or dismantling of vehicles.

23.06.905 Travel trailer.

See “Recreational vehicle,” RMC 23.06.802.

23.06.910 Truck terminal.

“Truck terminal” means a business providing a location where goods carried by motor transport can be received, transferred from one vehicle to another, and/or shipped, where the primary purpose is not storage but to serve as a point of transfer.

23.06.915 Use – Permitted.

“Use – permitted” means a use authorized or allowed alone in a specified use district for the preservation or promotion of which the use district is established and subject to the

requirements of the regulations and standards of such use district, and to which all other uses are accessory, special, conditional, or nonconforming.

23.06.920 Use – Accessory (secondary).

“Use – accessory (secondary)” means a secondary or minor use of a lot, structure, or building designed or employed in conjunction with, but subordinate or incidental to, and compatible with the principal permitted use for which the use district is established, and subject to the regulations and standards of such use district.

23.06.925 Use – Nonconforming.

“Use – nonconforming” means the use of a building or other structure or of a tract of land which does not conform to the use regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title or as a result of subsequent amendments which may be incorporated into this title.

23.06.930 Use – Special.

“Use – special” means any use of a lot, structure or building which by its nature, intensity or potential impact upon an area cannot be considered as a principal or accessory use within a use district, but when subject to special conditions and standards specified in a special use permit may be compatible with other uses in the same or adjacent use districts.

23.06.935 Variance.

“Variance” means a modification of the regulations of this title granted by the board of adjustment after finding that the literal application of the provisions of this title would cause undue and unnecessary hardship in view of certain facts and conditions applying to a specific parcel of property.

23.06.937 Vehicle-based food service.

“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325.

23.06.940 Vehicle leasing and rentals.

“Vehicle leasing and rentals” means the use of any building or land for a business involving the leasing of vehicles.

23.06.945 Vehicle sales.

“Vehicle sales” means the use of any building or land for the display and sale or long-term lease of new or used automobiles, panel trucks or vans, boats, or motorcycles and including any warranty repair work and other repair service conducted as an accessory use.

23.06.950 Video rental store.

“Video rental store” means an establishment engaged primarily in the renting or sale of videocassettes, DVDs, and video games.

23.06.955 Warehousing and wholesale trade.

“Warehousing and wholesale trade” means establishments involved in the storage and/or sale of bulk goods for resale or assembly, excluding establishments offering the sale of bulk goods to the general public.

23.06.960 Warehousing, storage and distribution.

“Warehousing, storage and distribution” means a building where goods and materials are kept immediately prior to their delivery to retail outlets or their sale to other businesses. This use may include vehicle maintenance or storage as an accessory use.

23.06.965 Wholesale use.

“Wholesale use” means a business that stores large stocks of goods for sale in bulk quantities to retail outlets. Sales to the general public do not occur on the site, nor is the location of the business advertised through newspapers, flyers or other media designed to reach the consumer.

23.06.970 Wineries – Production.

“Wineries – production” means an establishment engaged in the production of wine for wholesale distribution.

23.06.972 Wineries – Tasting room.

“Wineries – tasting room” means an establishment engaged in the retail sales of wines.

23.06.975 Yard.

“Yard” means an open space of uniform width or depth on the same lot with a building or a group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is unoccupied and unobstructed from the ground upward, except for the certain exceptions specified in this title. In measuring a yard, as hereinafter provided, the “line of a building” shall be deemed to mean a line parallel to or concentric with the nearest lot line drawn through the point of a building or the point of a group of buildings nearest to such a lot line, exclusive of the exceptions referenced above, and the measurements shall be taken from the line of the building to the nearest lot line.

23.06.980 Yard, front.

“Yard, front” means a yard extending the full width of the site and measured as to depth at the least horizontal distance between the street right-of-way line and the exterior wall.

23.06.983 Yard, rear.

“Yard, rear” means a yard which extends the full width of the site and is measured as to depth at the least horizontal distance between the rear lot line and the exterior wall.

23.06.985 Yard, side.

“Yard, side” means a yard which extends from the front yard or front lot line where no front yard exists to the rear yard or rear lot line where no rear yard exists and is measured as to width at the least horizontal distance between the side lot line and the exterior wall.

Section 2. Chapter 23.30 of the Richland Municipal Code, entitled Public Use Zoning Districts, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 07-19, is hereby amended to read as follows:

Chapter 23.30
PUBLIC USE ZONING DISTRICTS

Sections:

- 23.30.010 Purpose of public use districts.**
- 23.30.020 Public use districts permitted land uses.**
- 23.30.030 Site requirements for public use districts.**
- 23.30.040 Parking standards for public use districts.**
- 23.30.010 Purpose of public use districts.**

A. The parks and public facilities district (PPF) is a special use classification intended to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. This zoning classification is intended to be applied to those portions of the city that are designated as developed open space and public facility under the city of Richland comprehensive plan.

B. The natural open space use district (NOS) is a special use classification intended to provide area for the retention of publicly owned, natural open spaces that, due to their proximity to wetlands, shorelines, floodplains or critical habitat areas, are too sensitive for intensive use or development. This zoning classification is intended to be applied to those portions of the city that are designated as natural open space under the city of Richland comprehensive plan.

23.30.020 Public use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding

note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	PPF	NOS
Public/Quasi-Public Uses		
Alternative School	P ¹	
Churches	P ²	
Clinics, School-Based	<u>S</u>	
Clubs or Fraternal Societies	P ²	
Cultural Institutions	P ²	
General Park Maintenance and Operations	P	P
Golf Courses	P	
Passive Open Space Uses	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ³	P ³
Public Agency Buildings	P ³	P ³
Public Agency Facilities	P ³	P ³
Public Campgrounds	P	
Public Parks	P	P
Schools	P ⁴	
Special Events Including Concerts, Tournaments, and Competitions, Fairs, Festivals and Similar Public Gatherings	P	
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or Nonmotorized Vehicle Use	P	P
Recreational Uses		
Art Galleries	P	
Boat Mooring Facilities	P	
Retail Uses		
Concessionaire	P ⁶	P ⁶
Parking Lot	P	S ⁵
Miscellaneous Uses		
Macro-Antennas	P	
On-Site Hazardous Waste Treatment and Storage	A	A

Land Use	PPF	NOS
Cemetery	P	

1. RMC 23.42.260
2. RMC 23.42.050
3. RMC 23.42.200
4. RMC 23.42.250
5. RMC 23.42.183

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

Section 4. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the __ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2020-101

PREPARED BY: MIKE STEVENS
MEETING DATE: FEB. 26, 2020

GENERAL INFORMATION:

APPLICANT: KNUTZEN ENGINEERING CA2020-101

REQUEST: TEXT AMENDMENT TO RMC SECTION 23.30.020 – PUBLIC USE DISTRICTS PERMITTED LAND USES AND TO RMC SECTION 23.06 – DEFINITIONS.

LOCATION: CITYWIDE

REASON FOR REQUEST

Paul Knutzen of Knutzen Engineering has filed an application for text amendments to RMC Section 23.30.020 – Public use districts permitted land uses and to RMC Section 23.06 - Definitions. The proposed text amendments would result in the following use as an allowable Special Use in the PPF (Public Use) zoning district: “Clinic, School-Based”.

The specific action causing these text amendments is that Tri-Cities Community Health (TCCH) has partnered with the Richland School District (RSD) to construct a small outpatient clinic on the Jefferson Elementary School site which will operate year round with a focus on children, siblings of children, and faculty of RSD. The current zoning code does not have a definition for this type of use and clinics are not allowed in the Public Use (PPF) zone.

It is anticipated that construction of such a facility on school grounds will result in reduced absenteeism, better grades, healthy students, healthy lifestyle choices and quality/affordable and accessible health services. Similar school based clinics currently exist at Ochoa Middle School in Pasco and at Amistad Elementary School in Kennewick.

ANALYSIS

The Public Use district was established to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. Since the proposed definition of a school-based clinic would limit the construction to school campuses and schools are an outright permitted use within the Public Use zone, the request appears to be consistent with the intent of the Public Use district.

Staff recommends that the Planning Commission discuss whether this type of use would best be administered via a special use permit or as an outright permitted use if it is deemed to be an acceptable use in the PPF zone.

PUBLIC NOTICE/ COMMENTS

Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.

No substantive comments were received from the public and/or governmental entities as of the date the staff report was prepared.

SEPA

The City of Richland has utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Tuesday, February 18, 2020. Any comments received as of the close of business February 18, 2020 have been provided as an attachment to this report. The City of Richland issued a Determination of Non-Significance (DNS) for the proposal on February 19, 2020.

FINDINGS OF FACT

1. Over time the need for new uses changes within the City of Richland.
2. Knutzen Engineering is proposing to amend the list of allowed uses within the Section 23.30.020 land use table on behalf of the Richland School District and Tri-Cities Community Health (TCCH).
3. It is anticipated that construction of such a facility on school grounds will result in reduced absenteeism, better grades, healthy students, healthy lifestyle choices and quality/affordable and accessible health services.
4. Similar school based clinics currently exist at Ochoa Middle School in Pasco and at Amistad Elementary School in Kennewick
5. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
6. No substantive comments regarding the proposed code amendment were received.
7. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
8. The City issued a SEPA Threshold Determination of Non-Significance on February 19, 2020.
9. The City of Richland utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Tuesday, February 18, 2020.

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.

2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (CA2020-101) and recommend to the City Council adoption of the proposed code amendments to RMC Section 23.30.020, Land Use Table and RMC Section 23.06, Definitions.

ALTERNATIVES

1. Recommend approval of the amendments as proposed;
2. Recommend approval of the amendments, as modified by the Planning Commission.
3. Recommend denial of the amendments;

RECOMMENDED MOTION

I move that the Planning Commission recommend approval of the proposed amendments to RMC Section 23.30.020 Land Use Table and RMC Section 23.06, Definitions (Exhibit 2) based upon the above listed Findings of Fact and Conclusions of Law.

EXHIBITS

1. Application Materials
2. Draft Code Amendments
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Notice
5. Public Notice and Comments Received

Exhibit 1



City of Richland
Development Services

625 Swift Blvd. MS-35
Richland, WA 99352
☎ (509) 942-7794
📠 (509) 942-7764

Zoning Map/Text Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Not Applicable -The proposal is a text amendment that would have effects City-wide

Address:

Phone:

Email:

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company: Knutzen Engineering

UBI# 603538277

Contact: Paul Knutzen

Address: 5401 Ridgeline Dr Suite 160, Kennewick, WA 99338

Phone: 509-222-0959

Email: paul@knutzenengineering.com

DESCRIPTION OF WORK

ADD definition 23.06.207 as follows:

"Clinic, School-Based" means a building or portion of a building, co-located on school campuses, containing offices for providing limited outpatient medical services to children within the respective school district and their families. Such facilities are operated by independent healthcare organizations.

MODIFY 23.30.020 Table to allow "Clinic, School-Based" with a designation of "S" under the PPF Zone only. This would allow a school-based clinic to be built within a PPF zone, provided it go through a special use permit provisions contained in Chapter 23.46 RMC.

PROPERTY INFORMATION

Parcel #: Not Applicable - The proposal is a text amendment that would have effects City-wide

Legal Description: N/A

Current Zoning: PPF

Current Comp Plan: Public Facility

Requested Zoning: N/A

Current Use: Schools

Proposed Use: Add a school-based clinic.

Area of Property: N/A

APPLICATION MUST INCLUDE

1. Completed Application and Filing Fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

ANSWER QUESTIONS AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

This code change has City-wide impacts. The specific action causing this is that Tri-Cities Community Health (TCCH) has partnered with Richland School District (RSD) to construct a small outpatient clinic on the Jefferson ES site which will operate year round with a focus on children, siblings of children, and faculty of RSD. The current code doesn't have a definition for this use and clinics are not allowed in the PPF zone. We are applying to modify the code to add a definition of a school based clinic and subsequently adding this as a special permit use only in the PPF zone. Once the text change is complete we will submit for the site specific special use.

Any hardship that may result in the event the rezone is not granted:

TCCH would not be able to construct a school-based clinic on school grounds, which would cause local students, their siblings, and faculty to miss out on the benefits they can provide, such as: reduced absenteeism, better grades, healthy students, healthy lifestyle choices, and quality, affordable and accessible health services. As additional background, this is already a permitted use in the City of Pasco at Ochoa MS and in Kennewick at Amistad ES.

The manner in which the proposed rezone conforms to patterns in adjacent zones: The definition of a school-based clinic includes being co-located on a school facility. The goal of the school-based clinic is to serve the existing students, their siblings, and faculty, which are already using the school or will be entering the school system. City of Richland municipal code 23.30.010 defines the purposes of the Public Use District Zoning as "to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses." This use <u>benefits public education since healthy kids are less absent and have better grades.</u>
Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones: The proposed modification of code would have no adverse effects on other adjacent or surrounding zones. A school-based clinic would only benefit surrounding properties because of the increase of medical services and an improved educational environment for the community's children.
Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title: The modification of code would have no effect on the comprehensive plan.
The benefits or detriments accruing to the city which would result from the granting or denial of this special permit: As stated before, the City would only benefit from increased medical care for children and an improved educational environment in schools serviced by a school-based clinic.
Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone: The code modification would not take away any potential land uses in the PFF zoning. It would only add an additional specially permitted use.
Whether the proposed rezone represents spot zoning and whether a larger area should be considered: Not applicable.
Identify impacts on the environment and public safety: The code modification would benefit public health, especially in the schools and the community's child population. Some positive effects that could result would be less emergency room visits, better school attendance, improved learning environment in the schools and less work days missed by parents staying home to care for sick children.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of the Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Paul Knutzen

Applicant Signature: Paul Knutzen Date 1/16/2020

GEORGE WASHINGTON WAY

HUNT SREET

PROPOSED CLINIC
1,688 SF

Would be assigned
address of 1501
Hunt Ave

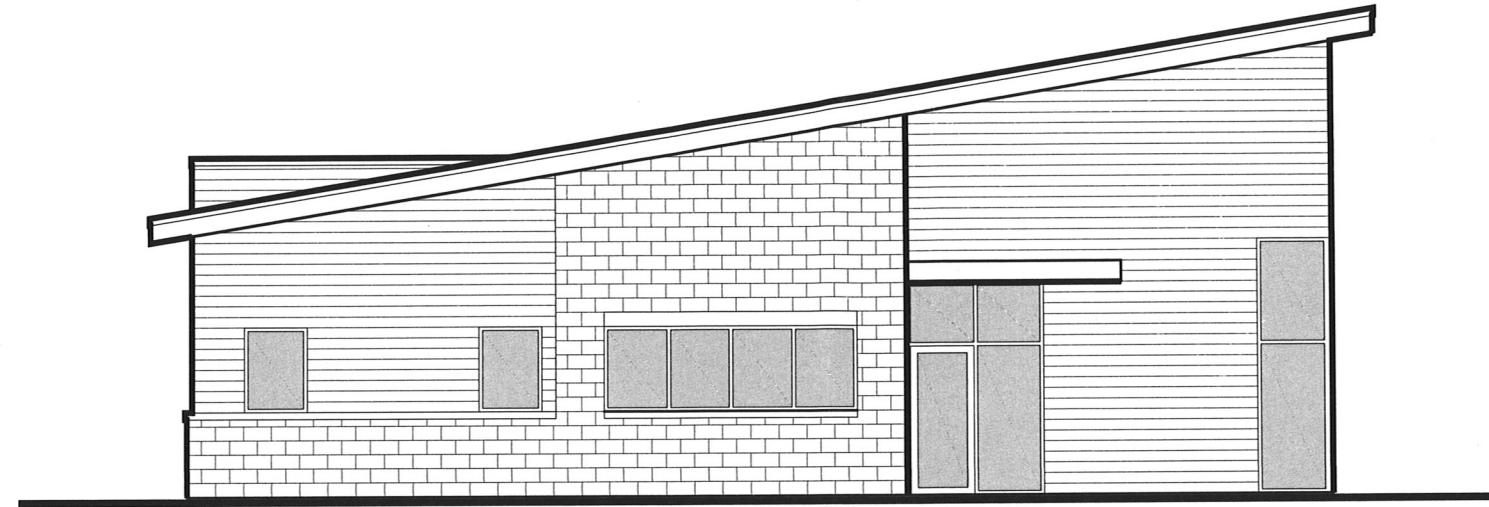
PRELIMINARY SITE PLAN



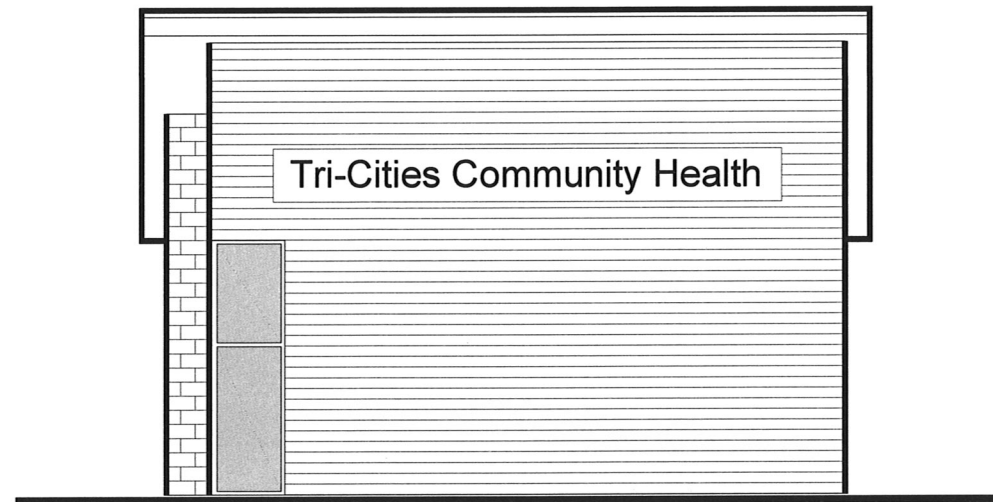
JEFFERSON ELEMENTARY - SCHOOL BASED HEALTH CLINIC
Tri-Cities Community Health



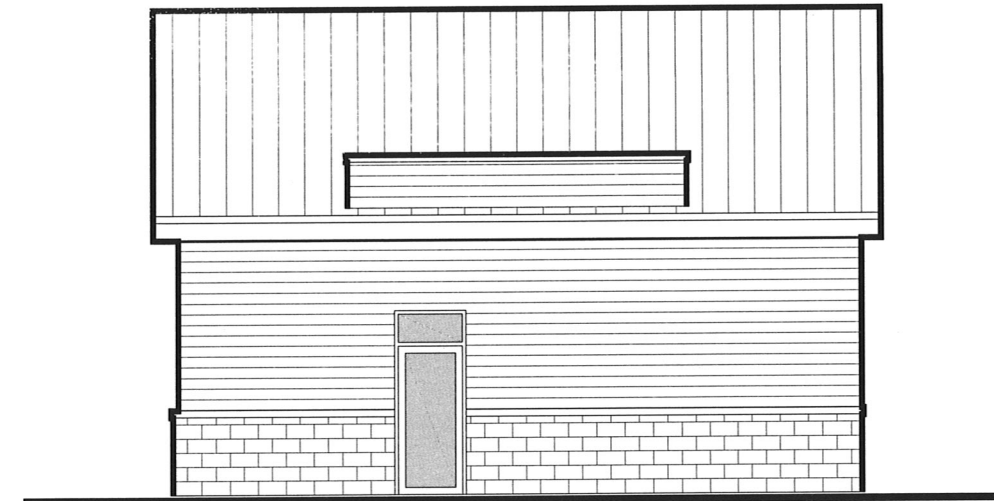
Tri-Cities Community Health



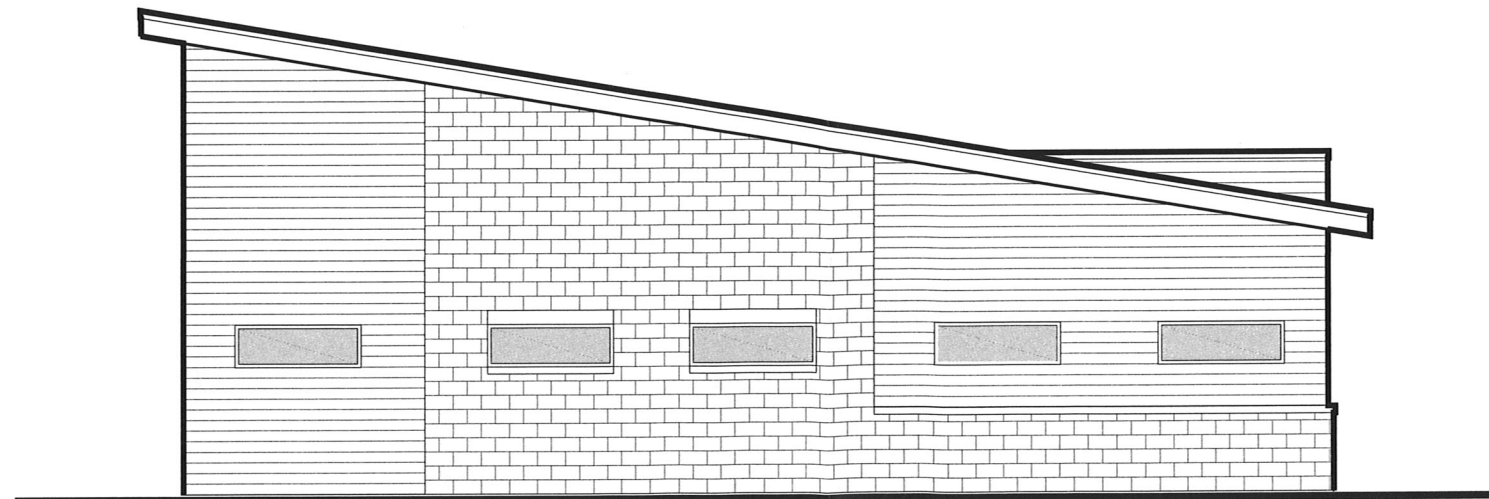
 **NORTH ELEVATION**
SCALE: 1/4" = 1'-0"



 **WEST ELEVATION**
SCALE: 1/4" = 1'-0"



 **EAST ELEVATION**
SCALE: 1/4" = 1'-0"



 **SOUTH ELEVATION**
SCALE: 1/4" = 1'-0"

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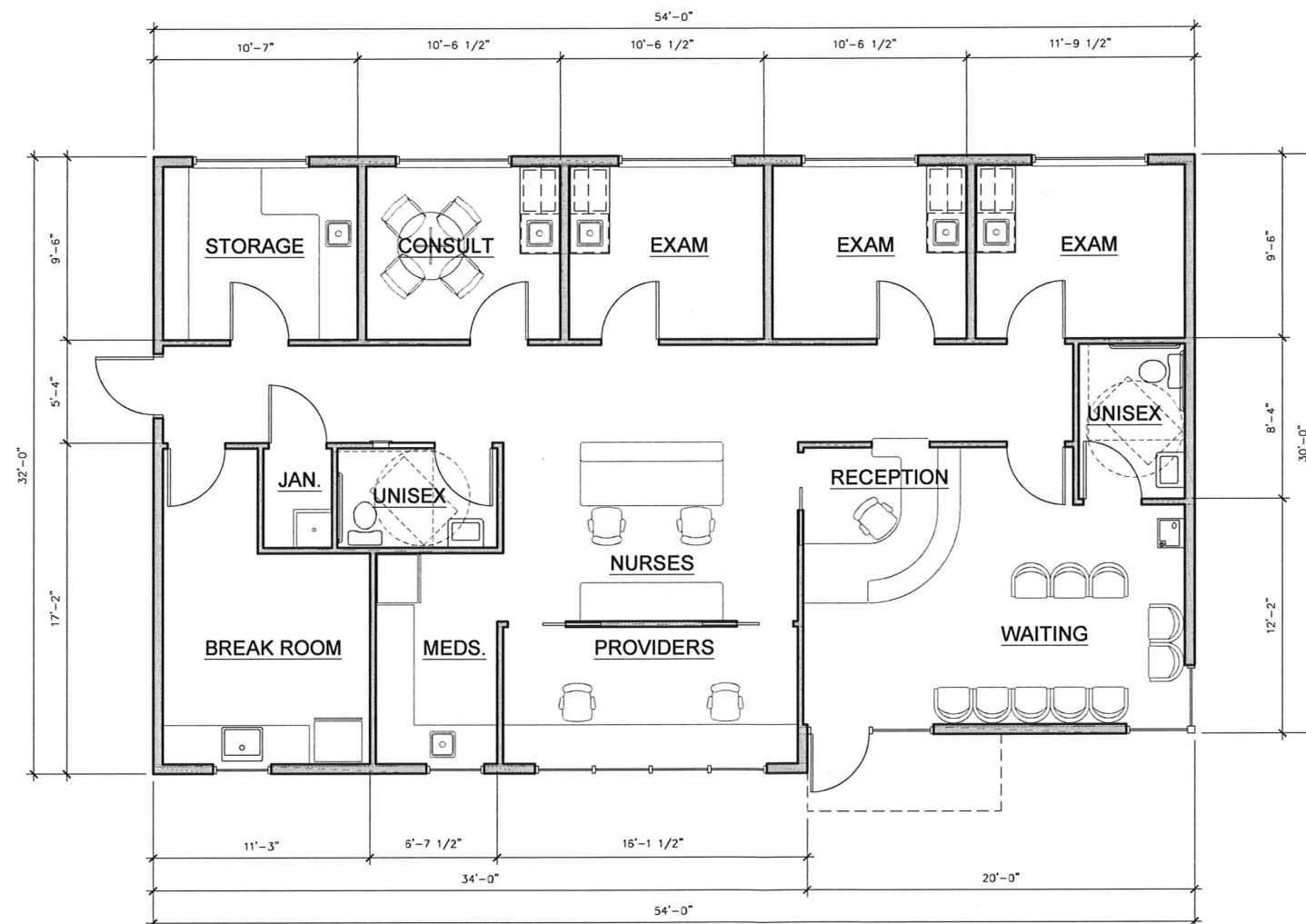
Tri-Cities Community Health
SCHOOL BASED CLINIC
Jefferson Elementary School, Richland, WA 99352
ELEVATIONS

REVISIONS:

NO.	DESCRIPTION

DATE: 4-22-2019
JOB NO.: 19-107
DRAWN BY: BB

A1.1



FLOOR PLAN
SCALE: 1/4" = 1'-0" 1,688 SF



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Tri-Cities Community Health
SCHOOL BASED CLINIC
Jefferson Elementary School, Richland, WA 99352
FLOOR PLAN

REVISIONS:	

DATE: 4-22-2019
JOB NO.: 19-107
DRAWN BY: BB

A2.1

Exhibit 2

ORDINANCE NO. XX-XX

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 23.30.020 related to the public use district permitted land uses and amending Section 23.06, definitions.

WHEREAS, from time to time the City has need to update its development regulations; and

WHEREAS, on February 26 2020, the Richland Planning Commission conducted a public hearing regarding modifications to the land use table contained within RMC Section 23.30.020 and definitions contained within Section 23.06;

WHEREAS, the Richland Planning Commission recommends that the following changes be made to RMC Section 23.30.020 and RMC Section 23.06.

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

Section 1. RMC Section 23.30.020 of the Richland Municipal Code, as enacted by Ordinance No. XX-XX, and last amended by Ordinance No. XX-XX, is hereby amended to read as follows:

Chapter 23.30

PUBLIC USE ZONING DISTRICTS

Sections:

- 23.30.010 Purpose of public use districts.
- 23.30.020 Public use districts permitted land uses.
- 23.30.030 Site requirements for public use districts.
- 23.30.040 Parking standards for public use districts.

23.30.010 Purpose of public use districts.

A. The parks and public facilities district (PPF) is a special use classification intended to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. This zoning classification is intended to be applied to those portions of the city that are designated as developed open space and public facility under the city of Richland comprehensive plan.

B. The natural open space use district (NOS) is a special use classification intended to provide area for the retention of publicly owned, natural open spaces that, due to their proximity to wetlands, shorelines, floodplains or critical habitat areas, are too sensitive for intensive use or development. This zoning classification is intended to be applied to

those portions of the city that are designated as natural open space under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02; Ord. 04-09].

23.30.020 Public use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	PPF	NOS
Public/Quasi-Public Uses		
Alternative School	P ¹	
Churches	P ²	
Clinics, School-Based	S	
Clubs or Fraternal Societies	P ²	
Cultural Institutions	P ²	
General Park Maintenance and Operations	P	P
Golf Courses	P	
Passive Open Space Uses	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ³	P ³
Public Agency Buildings	P ³	P ³
Public Agency Facilities	P ³	P ³
Public Campgrounds	P	
Public Parks	P	P

Land Use	PPF	NOS
Schools	P ⁴	
Special Events Including Concerts, Tournaments, and Competitions, Fairs, Festivals and Similar Public Gatherings	P	
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or Nonmotorized Vehicle Use	P	P
Recreational Uses		
Art Galleries	P	
Boat Mooring Facilities	P	
Retail Uses		
Concessionaire	P ⁶	P ⁶
Parking Lot	P	S ⁵
Miscellaneous Uses		
Macro-Antennas	P	
On-Site Hazardous Waste Treatment and Storage	A	A
Cemetery	P	

1. RMC 23.42.260
 2. RMC 23.42.050
 3. RMC 23.42.200
 4. RMC 23.42.250
 5. RMC 23.42.183
- [Ord. 28-05 § 1.02; Ord. 13-08; Ord. 04-09; Ord. 07-19 § 9].

Section 2. RMC Section 23.06 of the Richland Municipal Code, as enacted by Ordinance No. XX-XX, and last amended by Ordinance No. XX-XX, is hereby amended to read as follows:

RMC 23.06.207: “Clinic, School-Based” means a building or portion of a building, co-located on school campuses, containing offices for providing limited outpatient medical services to children within the respective school district and their families. Such facilities are operated by independent healthcare organizations.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of April, 2020.

Ryan Lukson
Mayor

ATTEST:

APPROVED AS TO FORM:

JENNIFER ROGERS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

Exhibit 3



File No. EA2020-104

CITY OF RICHLAND Determination of Non-Significance

Description of Proposal: Text amendment to RMC Title 23, Section 23.30.020, Public Use Land Use Table and Section 23.06, Definitions. The proposed text amendments would result in the following use as an allowable Special Use in the PPF (Public Use) zoning district: "Clinic, School-Based".

Proponent: Knutzen Engineering

Location of Proposal: City-Wide.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

() There is no comment for the DNS.

() This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

(X) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: February 19, 2020

Signature _____

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

Tri-Cities Community Health Clinic @ Jefferson ES – School Based Clinic Zoning Code Modification

2. Name of applicant:

Paul Knutzen; Knutzen Engineering

3. Address and phone number of applicant and contact person:

Paul Knutzen; 5401 Ridgeline Dr Suite 160, Kennewick, WA 99338; 509-222-0959

4. Date checklist prepared:
January 16th, 2020
5. Agency requesting checklist:
City of Richland
6. Proposed timing or schedule (including phasing, if applicable):
Submit Zoning Code Text Change – January 2020
Zoning Code Text Change Approval – March 2020 (estimated)
Submit Special Use Permit for new TCCH Clinic @ Jefferson ES – March 2020 (estimated)
Special Use Permit Approval – May 2020 (estimated)
Submit Construction Plans for new TCCH Clinic @ Jefferson ES – May 2020 (estimated)
Start Construction – July 2020 (estimated)
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
No, the project is described below in #11.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
No additional environmental information is being prepared as a result of this proposed code amendment. The code amendment has no environmental consequences. A geotechnical report has been completed by Geoprofessional Innovation at the Jefferson ES site but only to ascertain soil characteristics related to earthwork and building requirements.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
None known of at this time – Should only be City of Richland permits and L&I permits during final construction of the clinic
10. List any government approvals or permits that will be needed for your proposal, if known.
Approval by the City of Richland for the Code Amendment, the Special Use Permit by the City of Richland, and finally a City of Richland Building Permit on the final project
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)
The proposal adds a definition of a school-based clinic to City of Richland municipal code. It also amends City of Richland municipal code to allow for construction of a school-based clinic in the Public Use District (PFF), requiring a special use permit for project approval.
The consequential project would construct a 1,688 school-based clinic operated by Tri-Cities Community Health and located near the south parking lot of Jefferson ES with associated site and utility improvements as necessary for the Project to obtain permits.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed code amendment would apply to areas zoned as PFF and is City-wide.

The consequential project would be located at 1525 Hunt Ave, Richland, WA 99354.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): **Flat**, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?

Overall site does not exceed a 5% slope.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Silty sand with gravel and poorly graded gravel with sand. Also, uncontrolled fill from demolition of a previous building was found North of the existing elementary school building. The uncontrolled fill extends 1.5 to 4.5 feet below the surface and contains demolition debris such as wood, metal, plastic, CMU blocks, shingles, and concrete fragments.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

There is no history of unstable soils in the immediate vicinity. However, uncontrolled fill must be removed where future structures and/or pavement is planned for the proposed clinic.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Any uncontrolled fill, which is expected to be minimal, will be excavated at the proposed building location. Excavation is not expected to exceed 100 CY. The project is expected to balance on site with only the export of any excavated uncontrolled fill.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Erosion could occur on site but will be minimized through implementation of BMP's during construction, including silt fencing, construction entrance, site watering for dust control, and catch basin inserts and protection. All stormwater run-off will be contained and

managed on site.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 35% of the site will be covered by impervious surfaces, which is about a 1% addition to the existing site impervious calculation.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Standard erosion control methods will be used, such as catch basin protection (witches' hats), silt fencing, and stabilized construction entrances. Dust during construction will be controlled by the use of a water truck as necessary or sprinklers as deemed appropriate by the Owner and Contractor.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

During construction, minor amounts of dust and exhaust from equipment activity may occur. The completed project will not affect air quality.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None known.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Dust control measures will be implemented in accordance by the Department of Ecology and the Benton County Clean Air Authority. Measures include but are not limited to watering, lowering speed, limit of construction vehicles, and reducing the amount of dust-generating activities on windy days.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The Columbia River is located approximately 0.15 miles from the site. No other surface water bodies are located nearby.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The new building will generate stormwater runoff. The existing stormwater system for the parking lot will be used. It will be verified that it can handle the additional runoff generated by the new building.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Waste materials could not enter ground waters. The existing stormwater system should have pollutant prevention devices built in.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Runoff generated from pervious surfaces will either infiltrate into underlying soils or flow to on-site collection systems. Stormwater generated from impervious surfaces will be collected and treated prior to on-site infiltration.

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site:

☒ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☐ shrubs
☐ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

Grass will be removed as needed for grading and construction.

- c. List threatened and endangered species known to be on or near the site.

None known per the Washington Department of Fish and Wildlife.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Native plants will be planted around the perimeter of the new building.

- e. List all noxious weeds and invasive species known to be on or near the site.

None known.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

None known per the Washington Department of Fish and Wildlife.

- c. Is the site part of a migration route? If so, explain.

Yes, the Columbian Basin is part of a migration route for a number of fowl.

- d. Proposed measures to preserve or enhance wildlife, if any:

None at this time.

- e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet

the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electrical will be used for lighting and plugs.

b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

The proposed structure will meet current building codes and energy efficient standards.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe.

No.

1) Describe any known or possible contamination at the site from present or past uses.

None known.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Biohazardous waste, as is customary in a medical clinic, may occur during day to day activities but as it is this is a very limited outpatient clinic.

4) Describe special emergency services that might be required.

Typical emergency services provided through the City will be used for this site. It may occasionally be required for an ambulance to be called to transfer patients to an acute hospital or for inpatient care.

5) Proposed measures to reduce or control environmental health hazards, if any:

Training programs for all personnel regarding awareness and safe procedures for on-site materials. Proper disposal of biohazard waste as is customary in healthcare/hospital settings. Using red biohazard bags and contracting with a company that specializes in the treatment and disposal of human biohazardous waste.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

The noise level in the area is not perceived to have any adverse effect on the project. Noise is mainly generated by vehicle traffic and school activities, such as recess.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Short-term: Construction noises.

Long-term: No significant increase in long-term noise is expected to be created by the project. It would not create a significant increase in traffic noise from the existing traffic noise related to the existing school

3) Proposed measures to reduce or control noise impacts, if any:

Construction will be coordinated with the school in order to minimally affect school activities. All operations will be conducted in a manner compliant with City of Richland standards and Washington State Maximum Environmental Noise Levels (Chapter 173-60-040 WAC).

8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Jefferson Elementary School and an Early Learning Center. Adjacent properties are commercial, single-family residential and baseball fields. The proposal will not affect current land uses on nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No.

c. Describe any structures on the site.

Jefferson Elementary School & Early Learning Center.

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

The site is zoned PFF.

f. What is the current comprehensive plan designation of the site?

The site's designation is public facility.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

4

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The proposed code amendment would ensure that the clinic is compatible with City of Richland zoning ordinances, currently it is not

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Approximately 24'.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

The building will be in accordance with building department façade requirements.

11. Light and Glare [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The building will have outdoor lighting for evenings when it gets dark.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

- c. What existing off-site sources of light or glare may affect your proposal?

None known of.

- d. Proposed measures to reduce or control light and glare impacts, if any:

All outdoor lighting will be in conformance with City of Richland standards.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are baseball fields adjacent to the site that are used for baseball competitions. The elementary school also has play toys outside the school.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

During construction, fencing will be placed around the project to prevent trespassing and consequential injuries, specifically regarding children.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

No.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Internet search for project site. Washington State Department of Archeology and Historic Preservation, National Register of Historic Places in Benton County.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Upon any discovery of potential or known archeological resources at the subject properties prior to or during future on-site construction, the developer, contractor, and/or any other parties involved in construction shall immediately cease all on-site construction, shall act to protect the potential or known historical and cultural resources area from outside intrusion, and shall notify, within a maximum period of twenty-four hours from the time of discovery, the City of Richland Development Services of said discovery.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The overall school site can be accessed from George Washington Way, Van Giesen St, and Hunt Ave. The clinic will only be accessible from Hunt Ave.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The site is served by a bus stop at the Northwest corner of the Van Giesen St and George Washington St intersection. Ben Franklin Transit bus stop ID: RC212.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

No additional parking spaces are proposed with the new building, one will be converted to an ADA accessible stall.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Approximately 32 vehicle trips on a weekday and 4 trips in the peak hour according to code 630 of the Trip Generation Manual by the Institute of Transportation Engineers when considering 4 employees; however it should be noted that this definition is not a school-based clinic but a general clinic and not for general public use so these values are likely too high

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

- h. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

The new building will use fire and police protection, as well as public transit. Occasionally an ambulance may be needed to transport a patient.

- b. Proposed measures to reduce or control direct impacts on public services, if any.
None at this moment.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, **water**, refuse service, telephone, **sanitary sewer**, septic system, other _____
- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
Electricity, sewer, and water will be routed to the new building.

Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Paul Knutzen

Name of signee Paul Knutzen

Position and Agency/Organization Principal Engineer / Knutzen Engineering

Date Submitted: 1/14/2020

C. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

It is not expected that development authorized by the proposed code amendment would result in any increase of discharge to water, emissions to air, production storage, the release of toxic or hazardous substances or production of noise.

Proposed measures to avoid or reduce such increases are:

Development within the City of Richland must comply with all current land use and environmental permitting requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed amendment is not expected to affect plants, animals, fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendment is not expected to result in additional depletion of energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

While the proposed amendment would be City-wide, it would only affect zones designated

as Public Usage Facility (PFF), with a public educational facility located in the area. The amendment would allow for the construction of a school-based clinic on or near a school. It is not expected to affect any environmentally sensitive areas or areas designated for governmental protection.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal would allow for land zoned as PFF to be used for a school-based clinic. It would not encourage land or shoreline uses incompatible with existing plans. A school-based clinic being located on public-education facility land would be compatible with existing uses.

Proposed measures to avoid or reduce shoreline and land use impacts are:

According to the proposal, the construction of a school-based clinic in PFF zoning would still require a special use permit.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendment would increase available health care for the students and could result in a reduction of trips to emergency rooms. The impact to transportation or public utilities are negligible.

Proposed measures to reduce or respond to such demand(s) are:

None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed amendment would not conflict with local, state, or federal laws or requirements for the protection of the environment. Any school-based clinic built as a result of the amendment will be licensed and permitted according to City of Richland and State of Washington laws and policies. School based clinics are already permitted in adjacent Cities of Pasco & Kennewick.



Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Richland – Development Services Dept.
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	☐ 60-Day Notice of Intent to Adopt Amendment. ☒ Request of Expedited Review / Notice of Intent to Adopt Amendment. ☐ Supplemental Submittal for existing Notice of Intent to Adopt Amendment. ☐ Notice of Final Adoption of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	☐ Comprehensive Plan Amendment. ☒ Development Regulation Amendment. ☐ Critical Areas Ordinance Amendment. ☐ Combined Comprehensive and Development Regulation Amendments. ☐ Countywide Planning Policy.
4. Description Enter a brief description of the amendment. Begin your description with “Proposed” or “Adopted”, based on the type of Amendment you are submitting. Examples: <i>“Proposed comprehensive plan amendment for the GMA periodic update.”</i> or <i>“Adopted Ordinance 123, adoption amendment to the sign code.”</i> (Maximum 400 characters).	Proposed amendment to RMC Sections 23.30.020 and 23.06.207. The proposed amendment to Section 23.30.020 would modify the existing land use table to allow “Clinic, School-Based” as a Special Use Permit within the Parks & Public Facilities (PPF) Zoning District. The amendment to Section 23.06.207 would add a definition for “Clinic, School-Based”.



Department of Commerce

5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	☐ Yes ☒ No
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	Planning Commission: February 26, 2020 City Council: March 17, 2020 & April 7, 2020 Proposed / Date of Adoption: April 7, 2020
7. Contact Information:	
A. Prefix/Salutation: (Examples: "Mr.", "Ms.", or "The Honorable" (elected official))	Mr.
B. Name:	Mike Stevens
C. Title:	Planning Manager
D. Email:	mstevens@ci.richland.wa.us
E. Work Phone:	(509) 942-7596
F. Cell/Mobile Phone: (optional)	
Consultant Information:	
G. Is this person a consultant?	☐ Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	☐ Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (CA2020-101 & EA2020-104)

Notice is hereby given that Paul Knutzen of Knutzen Engineering has filed an application for text amendments to RMC Section 23.30.020 – Public use districts permitted land uses and to RMC Section 23.06 - Definitions. The proposed text amendments would result in the following use as an allowable Special Use in the PPF (Public Use) zoning district: “Clinic, School-Based”.

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a public hearing and review of the application at 6:00 p.m., Wednesday, February 26, 2020 in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland website www.ci.richland.wa.us.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Tuesday, February 18, 2020 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available in the Development Services Division Office or City of Richland website www.ci.richland.wa.us beginning Friday, February 21, 2020.



Zoning Map/Text Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Not Applicable -The proposal is a text amendment that would have effects City-wide

Address:

Phone:

Email:

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company: Knutzen Engineering

UBI# 603538277

Contact: Paul Knutzen

Address: 5401 Ridgeline Dr Suite 160, Kennewick, WA 99338

Phone: 509-222-0959

Email: paul@knutzenengineering.com

DESCRIPTION OF WORK

ADD definition 23.06.207 as follows:

"Clinic, School-Based" means a building or portion of a building, co-located on school campuses, containing offices for providing limited outpatient medical services to children within the respective school district and their families. Such facilities are operated by independent healthcare organizations.

MODIFY 23.30.020 Table to allow "Clinic, School-Based" with a designation of "S" under the PPF Zone only. This would allow a school-based clinic to be built within a PPF zone, provided it go through a special use permit provisions contained in Chapter 23.46 RMC.

PROPERTY INFORMATION

Parcel #: Not Applicable - The proposal is a text amendment that would have effects City-wide

Legal Description: N/A

Current Zoning: PPF

Current Comp Plan: Public Facility

Requested Zoning: N/A

Current Use: Schools

Proposed Use: Add a school-based clinic.

Area of Property: N/A

APPLICATION MUST INCLUDE

1. Completed Application and Filing Fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

ANSWER QUESTIONS AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

This code change has City-wide impacts. The specific action causing this is that Tri-Cities Community Health (TCCH) has partnered with Richland School District (RSD) to construct a small outpatient clinic on the Jefferson ES site which will operate year round with a focus on children, siblings of children, and faculty of RSD. The current code doesn't have a definition for this use and clinics are not allowed in the PPF zone. We are applying to modify the code to add a definition of a school based clinic and subsequently adding this as a special permit use only in the PPF zone. Once the text change is complete we will submit for the site specific special use.

Any hardship that may result in the event the rezone is not granted:

TCCH would not be able to construct a school-based clinic on school grounds, which would cause local students, their siblings, and faculty to miss out on the benefits they can provide, such as: reduced absenteeism, better grades, healthy students, healthy lifestyle choices, and quality, affordable and accessible health services. As additional background, this is already a permitted use in the City of Pasco at Ochoa MS and in Kennewick at Amistad ES.

The manner in which the proposed rezone conforms to patterns in adjacent zones: The definition of a school-based clinic includes being co-located on a school facility. The goal of the school-based clinic is to serve the existing students, their siblings, and faculty, which are already using the school or will be entering the school system. City of Richland municipal code 23.30.010 defines the purposes of the Public Use District Zoning as "to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses." This use <u>benefits public education since healthy kids are less absent and have better grades.</u>
Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones: The proposed modification of code would have no adverse effects on other adjacent or surrounding zones. A school-based clinic would only benefit surrounding properties because of the increase of medical services and an improved educational environment for the community's children.
Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title: The modification of code would have no effect on the comprehensive plan.
The benefits or detriments accruing to the city which would result from the granting or denial of this special permit: As stated before, the City would only benefit from increased medical care for children and an improved educational environment in schools serviced by a school-based clinic.
Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone: The code modification would not take away any potential land uses in the PFF zoning. It would only add an additional specially permitted use.
Whether the proposed rezone represents spot zoning and whether a larger area should be considered: Not applicable.
Identify impacts on the environment and public safety: The code modification would benefit public health, especially in the schools and the community's child population. Some positive effects that could result would be less emergency room visits, better school attendance, improved learning environment in the schools and less work days missed by parents staying home to care for sick children.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of the Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Paul Knutzen

Applicant Signature: Paul Knutzen Date 1/16/2020

ORDINANCE NO. XX-XX

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 23.30.020 related to the public use district permitted land uses and amending Section 23.06, definitions.

WHEREAS, from time to time the City has need to update its development regulations; and

WHEREAS, on February 26 2020, the Richland Planning Commission conducted a public hearing regarding modifications to the land use table contained within RMC Section 23.30.020 and definitions contained within Section 23.06;

WHEREAS, the Richland Planning Commission recommends that the following changes be made to RMC Section 23.30.020 and RMC Section 23.06.

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

Section 1. RMC Section 23.30.020 of the Richland Municipal Code, as enacted by Ordinance No. XX-XX, and last amended by Ordinance No. XX-XX, is hereby amended to read as follows:

Chapter 23.30

PUBLIC USE ZONING DISTRICTS

Sections:

- 23.30.010 Purpose of public use districts.
- 23.30.020 Public use districts permitted land uses.
- 23.30.030 Site requirements for public use districts.
- 23.30.040 Parking standards for public use districts.

23.30.010 Purpose of public use districts.

A. The parks and public facilities district (PPF) is a special use classification intended to provide areas for the retention of public lands necessary for open spaces, parks, playgrounds, trails and structures designed for public recreation and to provide areas for the location of buildings and structures for public education, recreation and other public and semi-public uses. This zoning classification is intended to be applied to those portions of the city that are designated as developed open space and public facility under the city of Richland comprehensive plan.

B. The natural open space use district (NOS) is a special use classification intended to provide area for the retention of publicly owned, natural open spaces that, due to their proximity to wetlands, shorelines, floodplains or critical habitat areas, are too sensitive for intensive use or development. This zoning classification is intended to be applied to

those portions of the city that are designated as natural open space under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02; Ord. 04-09].

23.30.020 Public use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	PPF	NOS
Public/Quasi-Public Uses		
Alternative School	P ¹	
Churches	P ²	
Clinics, School-Based	S	
Clubs or Fraternal Societies	P ²	
Cultural Institutions	P ²	
General Park Maintenance and Operations	P	P
Golf Courses	P	
Passive Open Space Uses	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ³	P ³
Public Agency Buildings	P ³	P ³
Public Agency Facilities	P ³	P ³
Public Campgrounds	P	
Public Parks	P	P

Land Use	PPF	NOS
Schools	P ⁴	
Special Events Including Concerts, Tournaments, and Competitions, Fairs, Festivals and Similar Public Gatherings	P	
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or Nonmotorized Vehicle Use	P	P
Recreational Uses		
Art Galleries	P	
Boat Mooring Facilities	P	
Retail Uses		
Concessionaire	P ⁶	P ⁶
Parking Lot	P	S ⁵
Miscellaneous Uses		
Macro-Antennas	P	
On-Site Hazardous Waste Treatment and Storage	A	A
Cemetery	P	

1. RMC 23.42.260
 2. RMC 23.42.050
 3. RMC 23.42.200
 4. RMC 23.42.250
 5. RMC 23.42.183
- [Ord. 28-05 § 1.02; Ord. 13-08; Ord. 04-09; Ord. 07-19 § 9].

Section 2. RMC Section 23.06 of the Richland Municipal Code, as enacted by Ordinance No. XX-XX, and last amended by Ordinance No. XX-XX, is hereby amended to read as follows:

RMC 23.06.207: “Clinic, School-Based” means a building or portion of a building, co-located on school campuses, containing offices for providing limited outpatient medical services to children within the respective school district and their families. Such facilities are operated by independent healthcare organizations.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of April, 2020.

Ryan Lukson
Mayor

ATTEST:

APPROVED AS TO FORM:

JENNIFER ROGERS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

Tri-Cities Community Health Clinic @ Jefferson ES – School Based Clinic Zoning Code Modification

2. Name of applicant:

Paul Knutzen; Knutzen Engineering

3. Address and phone number of applicant and contact person:

Paul Knutzen; 5401 Ridgeline Dr Suite 160, Kennewick, WA 99338; 509-222-0959

4. Date checklist prepared:
January 16th, 2020
5. Agency requesting checklist:
City of Richland
6. Proposed timing or schedule (including phasing, if applicable):
Submit Zoning Code Text Change – January 2020
Zoning Code Text Change Approval – March 2020 (estimated)
Submit Special Use Permit for new TCCH Clinic @ Jefferson ES – March 2020 (estimated)
Special Use Permit Approval – May 2020 (estimated)
Submit Construction Plans for new TCCH Clinic @ Jefferson ES – May 2020 (estimated)
Start Construction – July 2020 (estimated)
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
No, the project is described below in #11.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
No additional environmental information is being prepared as a result of this proposed code amendment. The code amendment has no environmental consequences. A geotechnical report has been completed by Geoprofessional Innovation at the Jefferson ES site but only to ascertain soil characteristics related to earthwork and building requirements.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
None known of at this time – Should only be City of Richland permits and L&I permits during final construction of the clinic
10. List any government approvals or permits that will be needed for your proposal, if known.
Approval by the City of Richland for the Code Amendment, the Special Use Permit by the City of Richland, and finally a City of Richland Building Permit on the final project
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)
The proposal adds a definition of a school-based clinic to City of Richland municipal code. It also amends City of Richland municipal code to allow for construction of a school-based clinic in the Public Use District (PFF), requiring a special use permit for project approval.
The consequential project would construct a 1,688 school-based clinic operated by Tri-Cities Community Health and located near the south parking lot of Jefferson ES with associated site and utility improvements as necessary for the Project to obtain permits.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed code amendment would apply to areas zoned as PFF and is City-wide.

The consequential project would be located at 1525 Hunt Ave, Richland, WA 99354.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): **Flat**, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?

Overall site does not exceed a 5% slope.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Silty sand with gravel and poorly graded gravel with sand. Also, uncontrolled fill from demolition of a previous building was found North of the existing elementary school building. The uncontrolled fill extends 1.5 to 4.5 feet below the surface and contains demolition debris such as wood, metal, plastic, CMU blocks, shingles, and concrete fragments.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

There is no history of unstable soils in the immediate vicinity. However, uncontrolled fill must be removed where future structures and/or pavement is planned for the proposed clinic.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Any uncontrolled fill, which is expected to be minimal, will be excavated at the proposed building location. Excavation is not expected to exceed 100 CY. The project is expected to balance on site with only the export of any excavated uncontrolled fill.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Erosion could occur on site but will be minimized through implementation of BMP's during construction, including silt fencing, construction entrance, site watering for dust control, and catch basin inserts and protection. All stormwater run-off will be contained and

managed on site.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 35% of the site will be covered by impervious surfaces, which is about a 1% addition to the existing site impervious calculation.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Standard erosion control methods will be used, such as catch basin protection (witches' hats), silt fencing, and stabilized construction entrances. Dust during construction will be controlled by the use of a water truck as necessary or sprinklers as deemed appropriate by the Owner and Contractor.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

During construction, minor amounts of dust and exhaust from equipment activity may occur. The completed project will not affect air quality.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None known.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Dust control measures will be implemented in accordance by the Department of Ecology and the Benton County Clean Air Authority. Measures include but are not limited to watering, lowering speed, limit of construction vehicles, and reducing the amount of dust-generating activities on windy days.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The Columbia River is located approximately 0.15 miles from the site. No other surface water bodies are located nearby.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The new building will generate stormwater runoff. The existing stormwater system for the parking lot will be used. It will be verified that it can handle the additional runoff generated by the new building.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Waste materials could not enter ground waters. The existing stormwater system should have pollutant prevention devices built in.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Runoff generated from pervious surfaces will either infiltrate into underlying soils or flow to on-site collection systems. Stormwater generated from impervious surfaces will be collected and treated prior to on-site infiltration.

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site:

☒ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☐ shrubs
☐ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

Grass will be removed as needed for grading and construction.

- c. List threatened and endangered species known to be on or near the site.

None known per the Washington Department of Fish and Wildlife.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Native plants will be planted around the perimeter of the new building.

- e. List all noxious weeds and invasive species known to be on or near the site.

None known.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

None known per the Washington Department of Fish and Wildlife.

- c. Is the site part of a migration route? If so, explain.

Yes, the Columbian Basin is part of a migration route for a number of fowl.

- d. Proposed measures to preserve or enhance wildlife, if any:

None at this time.

- e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet

the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electrical will be used for lighting and plugs.

b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

The proposed structure will meet current building codes and energy efficient standards.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe.

No.

1) Describe any known or possible contamination at the site from present or past uses.

None known.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Biohazardous waste, as is customary in a medical clinic, may occur during day to day activities but as it is this is a very limited outpatient clinic.

4) Describe special emergency services that might be required.

Typical emergency services provided through the City will be used for this site. It may occasionally be required for an ambulance to be called to transfer patients to an acute hospital or for inpatient care.

5) Proposed measures to reduce or control environmental health hazards, if any:

Training programs for all personnel regarding awareness and safe procedures for on-site materials. Proper disposal of biohazard waste as is customary in healthcare/hospital settings. Using red biohazard bags and contracting with a company that specializes in the treatment and disposal of human biohazardous waste.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

The noise level in the area is not perceived to have any adverse effect on the project. Noise is mainly generated by vehicle traffic and school activities, such as recess.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Short-term: Construction noises.

Long-term: No significant increase in long-term noise is expected to be created by the project. It would not create a significant increase in traffic noise from the existing traffic noise related to the existing school

3) Proposed measures to reduce or control noise impacts, if any:

Construction will be coordinated with the school in order to minimally affect school activities. All operations will be conducted in a manner compliant with City of Richland standards and Washington State Maximum Environmental Noise Levels (Chapter 173-60-040 WAC).

8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Jefferson Elementary School and an Early Learning Center. Adjacent properties are commercial, single-family residential and baseball fields. The proposal will not affect current land uses on nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No.

c. Describe any structures on the site.

Jefferson Elementary School & Early Learning Center.

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

The site is zoned PFF.

f. What is the current comprehensive plan designation of the site?

The site's designation is public facility.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

4

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The proposed code amendment would ensure that the clinic is compatible with City of Richland zoning ordinances, currently it is not

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Approximately 24'.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

The building will be in accordance with building department façade requirements.

11. Light and Glare [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The building will have outdoor lighting for evenings when it gets dark.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

- c. What existing off-site sources of light or glare may affect your proposal?

None known of.

- d. Proposed measures to reduce or control light and glare impacts, if any:

All outdoor lighting will be in conformance with City of Richland standards.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

There are baseball fields adjacent to the site that are used for baseball competitions. The elementary school also has play toys outside the school.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

During construction, fencing will be placed around the project to prevent trespassing and consequential injuries, specifically regarding children.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

No.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Internet search for project site. Washington State Department of Archeology and Historic Preservation, National Register of Historic Places in Benton County.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Upon any discovery of potential or known archeological resources at the subject properties prior to or during future on-site construction, the developer, contractor, and/or any other parties involved in construction shall immediately cease all on-site construction, shall act to protect the potential or known historical and cultural resources area from outside intrusion, and shall notify, within a maximum period of twenty-four hours from the time of discovery, the City of Richland Development Services of said discovery.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The overall school site can be accessed from George Washington Way, Van Giesen St, and Hunt Ave. The clinic will only be accessible from Hunt Ave.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The site is served by a bus stop at the Northwest corner of the Van Giesen St and George Washington St intersection. Ben Franklin Transit bus stop ID: RC212.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

No additional parking spaces are proposed with the new building, one will be converted to an ADA accessible stall.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Approximately 32 vehicle trips on a weekday and 4 trips in the peak hour according to code 630 of the Trip Generation Manual by the Institute of Transportation Engineers when considering 4 employees; however it should be noted that this definition is not a school-based clinic but a general clinic and not for general public use so these values are likely too high

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

- h. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

The new building will use fire and police protection, as well as public transit. Occasionally an ambulance may be needed to transport a patient.

- b. Proposed measures to reduce or control direct impacts on public services, if any.
None at this moment.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, **water**, refuse service, telephone, **sanitary sewer**, septic system, other _____
- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity, sewer, and water will be routed to the new building.

Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Paul Knutzen

Name of signee Paul Knutzen

Position and Agency/Organization Principal Engineer / Knutzen Engineering

Date Submitted: 1/14/2020

C. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

It is not expected that development authorized by the proposed code amendment would result in any increase of discharge to water, emissions to air, production storage, the release of toxic or hazardous substances or production of noise.

Proposed measures to avoid or reduce such increases are:

Development within the City of Richland must comply with all current land use and environmental permitting requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed amendment is not expected to affect plants, animals, fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed amendment is not expected to result in additional depletion of energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

While the proposed amendment would be City-wide, it would only affect zones designated

as Public Usage Facility (PFF), with a public educational facility located in the area. The amendment would allow for the construction of a school-based clinic on or near a school. It is not expected to affect any environmentally sensitive areas or areas designated for governmental protection.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal would allow for land zoned as PFF to be used for a school-based clinic. It would not encourage land or shoreline uses incompatible with existing plans. A school-based clinic being located on public-education facility land would be compatible with existing uses.

Proposed measures to avoid or reduce shoreline and land use impacts are:

According to the proposal, the construction of a school-based clinic in PFF zoning would still require a special use permit.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed amendment would increase available health care for the students and could result in a reduction of trips to emergency rooms. The impact to transportation or public utilities are negligible.

Proposed measures to reduce or respond to such demand(s) are:

None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed amendment would not conflict with local, state, or federal laws or requirements for the protection of the environment. Any school-based clinic built as a result of the amendment will be licensed and permitted according to City of Richland and State of Washington laws and policies. School based clinics are already permitted in adjacent Cities of Pasco & Kennewick.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

01/30/2020

Mr. Mike Stevens
Planning Manager
City of Richland
505 Swift Boulevard
Post Office Box 190
Richland, WA 99352

Sent Via Electronic Mail

Re: City of Richland--2020-S-1166--Request for Expedited Review / Notice of Intent to Adopt Amendment

Dear Mr. Stevens:

Thank you for sending the Washington State Department of Commerce (Commerce) the Request for Expedited Review / Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Proposed amendment to Section 23.30.020 would modify the existing land use table to allow "Clinic, School-Based" as a Special Use Permit within the Parks & Public Facilities (PPF) Zoning District.

The amendment to Section 23.06.207 would add a definition for "Clinic, School-Based".

We received your submittal on 01/30/2020 and processed it with the Submittal ID 2020-S-1166. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 03/30/2020.

You requested expedited review under [RCW 36.70A.106\(3\)\(b\)](#). We have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

From: [COM GMU Review Team](#)
To: [Stevens, Mike](#)
Subject: City of Richland - Expedited Review Request Granted for Submittal ID: 2020-S-1166
Date: Thursday, February 13, 2020 7:25:56 AM

Dear Mr. Stevens,

Your request for an Expedited Review has been granted for: Proposed amendment to Section 23.30.020 would modify the existing land use table to allow "Clinic, School-Based" as a Special Use Permit within the Parks & Public Facilities (PPF) Zoning District. The amendment to Section 23.06.207 would add a definition for "Clinic, School-Based".

Exhibit 5



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (CA2020-101 & EA2020-104)

Notice is hereby given that Paul Knutzen of Knutzen Engineering has filed an application for text amendments to RMC Section 23.30.020 – Public use districts permitted land uses and to RMC Section 23.06 - Definitions. The proposed text amendments would result in the following use as an allowable Special Use in the PPF (Public Use) zoning district: “Clinic, School-Based”.

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a public hearing and review of the application at 6:00 p.m., Wednesday, February 26, 2020 in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland website www.ci.richland.wa.us.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Tuesday, February 18, 2020 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available in the Development Services Division Office or City of Richland website www.ci.richland.wa.us beginning Friday, February 21, 2020.