



Agenda

City Council Regular Meeting

Tuesday, March 2, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

Pursuant to Resolution No. 100-20, this meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192 and at ci.richland.wa.us. If you wish to provide comments for the Public Hearing and/or Public Comments portion of the meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the 4:00 p.m. deadline will be permitted to speak or have their comments read into the record during the meeting. Written comments that exceed two minutes when read aloud may not be read in their entirety, but will be available in the record for Council review.

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- I. 2020 Fire & Emergency Services Annual Report
 - Tom Huntington, Fire & Emergency Services Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

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 by 4:00 p.m. the day of the meeting for distribution.

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

Minutes:

2. Approval of the February 16, 2021 City Council Regular Meeting Minutes and the February 23, 2021 City Council Workshop Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

3. Ordinance No. 06-21, Amending Richland Municipal Code Section 21.01.020 related to Work Exempt from Permit
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

4. Ordinance No. 02-21, Approving a Site-Specific Rezone on 3.1 Acres in Clearwater Creek from AG to C-1 (Hayden Homes)
 - Kerwin Jensen, Development Services Director
5. Ordinance No. 04-21, Amending Richland Municipal Code Section 11.40.030 related to Parking on Certain Streets
 - Pete Rogalsky, Public Works Director
6. Ordinance No. 05-21, Amending Richland Municipal Code Sections 19.20.010 and 27.04.010 related to Procedures for Processing Sign Permits
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

7. Resolution No. 24-21, Authorizing a Firehouse Subs Public Safety Foundation Grant Application for Automated External Defibrillators
 - Tom Huntington, Fire & Emergency Services Director
8. Resolution No. 25-21, Setting the Date for a Public Hearing to Consider the Allenwhite Drive Annexation
 - Kerwin Jensen, Development Services Director
9. Resolution No. 26-21, Setting the Date for a Public Hearing to Consider the Tiegs Annexation
 - Kerwin Jensen, Development Services Director
10. Resolution No. 27-21, Authorizing a Consultant Agreement with Parametrix, Inc. for 2021 Environmental Monitoring at the Horn Rapids Landfill
 - Pete Rogalsky, Public Works Director
11. Resolution No. 29-21, Rejecting the Bid received for the Wastewater Treatment Plant Digester Improvements and Replacement Generator Project
 - Pete Rogalsky, Public Works Director
12. Resolution No. 30-21, Authorizing an Interim City Manager Contract with Jon Amundson
 - Ryan Lukson, Mayor

Items - Approval:

Expenditures - Approval:

Items of Business:

13. Ordinance No. 03-21, Approving a Site-Specific Rezone on 2.9 Acres located at 1769 Leslie Road from C-LB to C-3 subject to a Property Use and Development Agreement (Goodwill)
 - Kerwin Jensen, Development Services Director
14. Limited In-Person Component for Public Meetings
 - Ryan Lukson, Mayor

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

Immediately following the meeting, Council will meet with the Interim City Manager in a closed session to discuss labor negotiations.

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: 3/2/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
2020 Fire & Emergency Services Annual Report

Department:
Fire & Emergency Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:
None.

Summary:
Chief Huntington will present the Fire & Emergency Services Department's annual report to City Council.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the February 16, 2021 City Council Regular Meeting Minutes and the February 23, 2021 City Council Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the February 16, 2021 City Council Regular Meeting and the February 23, 2021 City Council Workshop Meeting.

Summary:

Draft minutes from the February 16, 2021 City Council Regular Meeting and February 23, 2021 City Council Workshop Meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft February 16, 2021 City Council Regular Meeting Minutes
2. Draft February 23, 2021 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, February 16, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

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

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

Welcome and Roll Call

Mayor Lukson welcomed those attending the remote meeting.

Attendance: Mayor Lukson and Councilmembers Alvarez, Boring, Christensen and Lemley were present.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED THE MOTION TO EXCUSE MAYOR PRO TEM KENT AND COUNCILMEMBER THOMPSON. THE MOTION CARRIED 5-0.

Also remotely present were Interim City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Public Works Director Rogalsky, Energy Services Director Whitney, Administrative Services Director Koch, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Communications & Marketing Manager Logan 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 LEMLEY MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations

1. Richland Arts Commission 2020 Contributions to the Arts Awards

Dr. Jeff Kissel, the Richland Arts Commission Chair, presented the Supporting the Arts in Richland Award (STAR), formerly known as the Contributions in Support of the Arts Awards. The award is bestowed annually upon one (1) organization and one (1) individual for their extraordinary contributions to the arts.

Mid-Columbia Ballet was the recipient of the STAR Award for an organization. Mid-Columbia Ballet has fostered the performing arts in Richland since 1975. The

organization's annual performance of the Nutcracker was performed virtually this past December. Debra Rogo, the Artistic Director of the Mid-Columbia Ballet, stated her appreciation to the Richland City Council and the Arts Commission for the award.

Courtney Jette, a local photographer, was the recipient of the STAR Award for individual artist. Dr. Kissel stated that Ms. Jette captured the effects of the COVID-19 shutdown through her photographs. Ms. Jette thanked the Arts Commission and the City of Richland for the recognition.

Council congratulated both recipients and thanked Dr. Kissel and the commissioners for their work.

2 Annual Arts Commission Work Plan Presentation

Dr. Kissel, Richland Arts Commission Chair, presented the Arts Commission's annual report which highlighted some of the Commission's major accomplishments of 2020. Dr. Kissel also provided an overview of the 2021 work plan.

Councilmember Alvarez thanked Dr. Kissel and the commissioners for their work. Councilmember Boring stated that she has thoroughly enjoyed serving as Council Liaison to the Arts Commission. She then thanked Dr. Kissel and members of the Arts Commission for their work and dedication.

3 TRIDEC Annual Report

Karl Dye, TRIDEC President & CEO, presented the TRIDEC annual report in detail and provided a comprehensive overview of the 2021 TRIDEC work plan. Mr. Dye thanked the City of Richland for its partnership and welcomed questions.

Mr. Dye engaged in a question and answer session with Council.

Public Hearings

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

4. Proposed Amendment to the 2021-2026 Transportation Improvement Program to include the Traffic Signal Systemic Safety Upgrades Project, Resolution No. 23-21

Public Works Director Rogalsky provided an overview of the proposed amendment to the City's Transportation Improvement Program (TIP).

Mayor Lukson opened the public hearing at 6:48 p.m.

City Clerk Rogers read aloud written testimony submitted by the following individuals:

Francesca Maier - 2146 Hudson Ave. Richland, WA: Ms. Maier submitted comments supporting the approval of Resolution No. 23-21.

Randy Slovic - 74 Newcomer St. Richland, WA: Ms. Slovic's testimony did not distinctly support or oppose Resolution No. 23-21. Instead, Ms. Slovic commented that the agenda item title did not provide a clear description of the agenda item.

Mayor Lukson closed the public hearing at 6:50 p.m.

Public Comments

The following individual submitted comments telephonically:

Mr. Dan Mendoza - 4824 Cowlitz Blvd. Richland, WA: Mr. Mendoza praised the Public Works Department for excellent snow removal efforts amid the recent weekend snowfall event. Mayor Lukson agreed and also voiced appreciation to Public Works Director Rogalsky and staff for the great work.

The following individuals submitted comments to be read aloud:

Ms. Jill Adcock - Richland, WA: Ms. Adcock opposed the appointment of Councilmember Robert Thompson to the Hanford Advisory Board. Ms. Adcock also spoke unfavorably of the notice provided to residents regarding the proposed TIP amendment to add the Traffic Signal Systemic Safety Upgrades project.

Ms. Dori Luzzo Gilmour - 2051 Howell Ave. Richland, WA: Ms. Luzzo Gilmour requested that the new bike lanes be incorporated into the Complete Streets Policy. Ms. Luzzo Gilmour also listed topics for possible educational opportunities and public service announcements (PSA) for the Richland Police Department.

Ms. Amy Schmidt - 2000 Swift Blvd. Richland, WA: Ms. Schmidt listed suggestions for inclusion in the City's Pavement Preservation Project. Ms. Schmidt also listed parking issues experienced on Wright Street and Swift Boulevard by her immediate family and friends, and expressed her displeasure regarding Ordinance No. 04-21 regarding parking.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND MAYOR LUKSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN AND LEMLEY. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes

5. Approval of the February 2, 2021 Council Meeting Minutes and February 9, 2021 Council Special Workshop Meeting Minutes

Ordinances - First Reading

6. Ordinance No. 04-21, Amending Richland Municipal Code Section 11.40.030 related to Parking on Certain Streets
7. Ordinance No. 05-21, Amending Richland Municipal Code Sections 19.20.010 and 27.04.010 related to Procedures for Processing Sign Permits

Ordinances - Second Reading & Passage

8. Ordinance No. 01-21, Amending Richland Municipal Code Title 2: Administration and Personnel to add Chapter 2.36 RMC related to Relocation Assistance

Resolutions – Adoption

9. Resolution No. 20-21, Approving the Final Plat of Clearwater Creek - Phase 11
10. Resolution No. 21-21, Modifying the Order of Agenda Items for Richland City Council Meetings and Repealing Resolution Nos. 79-91, 29-93 and 73-97
11. Resolution No. 23-21, Amending the 2021-2026 Transportation Improvement Program to include the Traffic Signal Systemic Safety Upgrades Project

Items – Approval

12. Appointment to the Hanford Advisory Board: Councilmember Robert Thompson

Expenditures – Approval

13. Expenditures from January 1, 2021 to January 31, 2021 for \$28,455,018.57 including Travel Check Nos. 19960-19966, Accounts Payable Check Nos. 286237-287120, Accounts Payable Wire Nos. 8413-8454, Payroll Wires & ACH Nos. 11878-11928, Payroll Direct Deposit & Check Nos. 173917-174976, and Pension Check Nos. 5714-5743.

Items of Business

14. Ordinance No. 02-21, Approving a Site-Specific Rezone on 3.1 Acres in Clearwater Creek from AG to C-1 (Hayden Homes) (Closed Record)

Mayor Lukson, City Attorney Kintzley and City Clerk Rogers read the closed record hearing procedures.

City Attorney Kintzley called for disclosures from councilmembers regarding potential conflicts of interest or *ex-parte* contact. None were reported. No objections, jurisdictional or otherwise, were made.

Richland Planning Manager provided an overview of the proposed site-specific rezone request, including the findings of the Richland Hearing Examiner and his recommendation of approval. Staff also recommended approval of the site-specific zone change from AG to C-1.

The applicant's designated representative, Brian Thoreson, was in remote attendance and thanked Councilmembers for their time and consideration. There were no other remote participants.

Mayor Lukson opened and closed the public hearing at 7:09 p.m. No other testimony was offered.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER LEMLEY SECONDED THE MOTION TO APPROVE ORDINANCE NO. 02-21 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN AND LEMLEY. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

15. Ordinance No. 03-21, Approving a Site-Specific Rezone on 2.9 Acres located at 1769 Leslie Road from C-LB to C-3 (Goodwill) (Closed Record)

Mayor Lukson, City Attorney Kintzley and City Clerk Rogers read the closed record hearing procedures.

City Attorney Kintzley called for disclosures from councilmembers regarding potential conflicts of interest or *ex-parte* contact. None were reported. No objections, jurisdictional or otherwise, were made.

Richland Planning Manager provided an overview of the proposed site-specific rezone request, including the findings of the Richland Hearing Examiner and his recommendation of approval. Staff also recommended approval of the site-specific zone change from C-LB to C-3.

The applicant's Executive Director, Ken Gosney, provided testimony in favor of the rezone and thanked Council for their time and consideration. There were no other remote participants.

Mayor Lukson opened and closed the public hearing at 7:24 p.m. No testimony was offered.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER LEMLEY SECONDED THE MOTION TO APPROVE ORDINANCE NO. 03-21 FOR FIRST READING, BY TITLE ONLY, AS PRESENTED.

Council and staff engaged in a lengthy discussion regarding the allowed uses in the C-3 zone, and the allowable uses found in alternative zoning designations that would still accommodate the applicant's business model. Council was particularly concerned with the expansive industrial uses allowed in a C-3 zoning designation in light of the fact that the predominant commercial zoning on surrounding properties was C-1, under which industrial-type uses are prohibited. There was further discussion regarding the desire for a property use and development agreement to limit uses not compatible with the surrounding area if C-3 zoning is to be allowed.

After Mayor Lukson invited City Attorney Kintzley to provide direction on how to proceed with the rezone request as presented for first reading. City Attorney Kintzley provided a response.

Mayor Lukson called the question regarding the pending motion.

THOSE IN FAVOR: NONE. THOSE OPPOSED: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN AND LEMLEY. THE MOTION FAILED 0-5.

COUNCILMEMBER BORING MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE ORDINANCE NO. 03-21 FOR FIRST READING, BY TITLE ONLY, ON THE CONDITION THAT ORDINANCE NO. 03-21 BE ACCOMPANIED BY A PROPERTY USE AND DEVELOPMENT AGREEMENT LIMITING CERTAIN INDUSTRIAL USES WHEN IT IS PRESENTED FOR SECOND READING AND PASSAGE. THOSE IN FAVOR: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN AND LEMLEY. THOSE OPPOSED: NONE. THE MOTION PASSED 5-0.

16. Resolution No. 22-21, Authorizing an Interlocal Agreement with Benton County for Use of Jail Facilities

Mayor Lukson disclosed that although he did not work on this particular agreement, he is a legal advisor for Benton County Jail, and would therefore recuse himself from voting on this matter. Councilmember Christensen stepped in to guide the item through the consideration process.

Interim City Manager Amundson provided a brief summary of the proposed agreement, adding that contract negotiations for the new agreement had been in progress since September 2020.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE RESOLUTION NO. 22-21. ALL IN FAVOR: COUNCILMEMBERS ALVAREZ, CHRISTENSEN, BORING AND LEMLEY. MAYOR LUKSON ABSTAINED. THE MOTION CARRIED 4-1 WITH ONE ABSTENSION.

17. Terms of Interim City Manager Contract

City Council deliberated the following conditions of the Interim City Manager contract: termination date of interim city manager contract, travel notice requirements, and salary negotiations.

Councilmember Lemley read a statement supporting the immediate hiring of Interim City Manager Amundson to fill the City Manager position. Additional discussion ensued with councilmembers stating positions on Councilmember Lemley's proposal.

MAYOR LUKSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO AUTHORIZE MAYOR LUKSON, ON BEHALF OF CITY COUNCIL, TO COMPLETE NEGOTIATIONS ON AN INTERIM CITY MANAGER CONTRACT WITH JON AMUNDSON, TO INCLUDE THE FOLLOWING: 1) TERMINATION DATE OF INTERIM CITY MANAGER CONTRACT; 2) TRAVEL NOTICE REQUIREMENTS; AND 3) SALARY NEGOTIATIONS AS ESTABLISHED DURING THE OPEN MEETING DISCUSSION. THOSE IN FAVOR: MAYOR LUKSON AND COUNCILMEMBERS ALVAREZ, BORING AND CHRISTENSEN. THOSE OPPOSED: COUNCILMEMBER LEMLEY. THE MOTION CARRIED 4-1.

The final proposed interim city manager contract will be presented for Council review and consideration at a future regularly scheduled City Council meeting.

Reports and Comments

City Manager

Interim City Manager Amundson thanked City Council for the vote of confidence in his role as Interim City Manager and the extended opportunity to serve in the role. Mr. Amundson clarified that the intended purpose of the salary discussion was to initiate a conversation to determine if the current City Manager salary aligns with present-day market competitiveness. Interim City Manager Amundson thanked Council for the dialogue, and again expressed gratitude for the opportunity to serve.

Interim City Manager Amundson also agreed with statements provided by Mr. Dan Mendoza during the public comment period regarding the excellent snow and ice removal by city crews.

City Council

Councilmember Christensen directed comments to Councilmember Lemley with regard to personal comments. Councilmember Christensen also praised city crews for the job

well done in maintaining the streets after the recent snow event. Councilmember Christensen requested that staff communicate with Ms. Schmidt to determine if a solution to the parking concerns can be reached. Lastly, Councilmember Christensen requested follow-up on whether accommodations have been made for cruise line agencies who do not have priority docking rights at the Lee Boulevard Dock.

Councilmember Boring thanked Council for permitting her to voice her concerns regarding the site-specific rezone request submitted under Ordinance No. 03-21. Councilmember Boring clarified that she does not want to impede the business's proposed plans, she simply wants to bring to light potential future misuse of the C-3 zoning designation. Councilmember Boring concluded with her appreciation for the fact that, for the first time since a re-opening plan has been established, Benton County is now in Phase 2.

Councilmember Alvarez thanked Interim City Manager Amundson, the Public Works staff and the Richland Police Department for the snow removal efforts. Councilmember Alvarez also congratulated the STAR award recipients. Lastly, Councilmember Alvarez directed comments to Councilmember Lemley regarding personal comments.

Mayor

Mayor Lukson reiterated that Benton County is now in Phase 2 of the *Healthy Washington - Roadmap to Recovery* re-opening plan. Mayor Lukson brought awareness to the possibility of regressing to Phase 1 if Benton County does not meet three of the four metrics outlined in the re-opening plan.

Adjournment

Mayor Lukson adjourned the meeting at 8:23 p.m.

APPROVED:

Ryan Lukson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, February 23, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Regular Workshop - 6:00 p.m. via Zoom

Mayor Lukson called the City Council Special Workshop meeting to order at 6:00 p.m.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson.

Also attending remotely were Interim City Manager Amundson, Chief of Police Bruce, Public Works Director Rogalsky, City Attorney Kintzley, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Fire & Emergency Services Director Huntington and City Clerk Rogers.

Agenda Items

1. Overview of the Special Investigations Unit (SIU) Investigative Process

Chief of Police Bruce provided a high-level overview of the Special Investigations Unit (SIU) investigative process. Chief Bruce also provided details regarding the Community Liaison appointment process and their duties. RPD Captain Clary was also present to provide additional information. Council and staff engaged in a question and answer session throughout the presentation.

2. Use of Wheeled All-Terrain Vehicles in City Limits

City Attorney Kintzley presented the legal framework that allowed a local jurisdiction to decide whether wheeled all-terrain vehicles (WATVs) should be allowed on city streets. The discussion included an identification of the two definitions of wheeled all-terrain vehicles under state law, the equipment requirements that must be met for a WATV to be street legal, and additional rules and specific requirements Council may consider if the City chooses to allow WATVs on city streets. Ms. Kintzley answered questions from Council throughout the presentation.

Council engaged in further discussion about regulations, compliance and enforcement of WATV on city streets. At the conclusion of the discussion, Mayor Lukson asked staff to solicit public input to determine if Richland citizens would welcome WATVs on city streets.

3. Speed Limits on City Shared-Use Paths

Parks & Public Facilities Director Schiessl presented on two topics: 1) Speed limits for e-bikes and e-scooters on shared-use pathways; and 2) commercial interest for a scooter share program in Richland.

Mr. Schiessl provided a summary of existing state regulations for e-bikes and e-scooters speed limits, then provided proposed recommendations from the Richland Parks & Recreation Commission.

Mr. Schiessl stated that two (2) companies have expressed an interest in operating a scooter share rental program in the Tri-Cities. Council and staff engaged in a question and answer session throughout the presentation regarding the statistics provided, storage issues and regulations.

Following the discussion, Council reached consensus in support of a pilot of the scooter share program with provisions. Mayor Lukson asked staff to gather additional information to present at a future workshop meeting.

Interim City Manager Amundson stated that he and Council received an email from Senator Murray's Office to solicit input for infrastructure projects to include in President Biden's *Building Back Better* proposal. Mr. Amundson added that he is actively working on developing the list. Councilmember Christensen thanked Interim City Manager Amundson for being proactive in compiling the list of projects for submission.

Interim City Manager Amundson provided Council with a sample of upcoming City Council Workshop agenda topics, and welcomed input from Council on additional topics they would like to discuss.

Adjournment

Mayor Lukson adjourned the meeting at 7:51 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 06-21, Amending Richland Municipal Code Section 21.01.020 related to Work Exempt from Permit

Department:
City Attorney

Ordinance/Resolution Number:
06-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 06-21, amending RMC 21.01.020 related to work exempt from permit.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate conflicts or ambiguity.

The current language in RMC 21.01.020(D)(1) does not provide a distinction between residential (IRC) and commercial (IBC) square footage allowances regarding accessory structures exempt from permit. Proposed Ordinance No. 06-21 is a housekeeping update that adds needed clarification and brings the Richland Municipal Code into alignment with state adopted building codes.

Staff recommends approval of Ordinance No. 06-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 06-21

ORDINANCE NO. 06-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 21.01.020 related to work exempt from permit.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to resolve conflicts and eliminate ambiguity; and

WHEREAS, edits to RMC 21.01.020 are necessary to clarify adopted code references related to work exempt from permit.

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

Section 1. Richland Municipal Code Section 21.01.02, entitled Administration, permits, and fees, as first enacted by Ordinance No. 20-04, and last amended by Ordinance No.18-20, is hereby amended as follows:

21.01.020 Administration, permits, and fees.

Chapter 1 of the International Building Code and Chapter 1 of the International Residential Code are hereby amended by the following additions, deletions, and exceptions. Section numbers referenced here are to the International Building Code with the International Residential Code referenced by "R" and the section number in parentheses. Notwithstanding these section numbers referenced from the current codes, all additions, deletions, and exceptions as noted herein shall apply to all future codes adopted by the state of Washington and thence adopted as the building codes for the city of Richland.

A. 101.4.5 Fire Prevention. This subsection shall be amended to add the following paragraph:

Table 20.05.020 from RMC Title 20 shall be considered as if they were integral to and part of this code. All affected chapters and sections of this code regarding fire sprinklers and fire alarms are hereby amended to include Table 20.05.020.

B. 105.1.1 Annual Permit. This subsection shall not be adopted. Annual permits shall not be issued within the city of Richland.

C. 105.1.2 Annual Permit Records. This subsection shall not be adopted. Annual permit records shall not be valid within the city of Richland.

D. 105.2 (R105.2) Work Exempt from Permit.

1. Building. Item (1) of this subcategory of Section 105.2 (R105.2) is hereby amended as shown below, and item (15) is hereby added to this subcategory of Section 105.2 (R105.2). For the International Residential Code, item (15) as noted below shall be numbered and referenced as item (12).

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 200 square feet ([IRC](#)) and 120 square feet ([IBC](#)), are exempted from the requirements for a building permit. A permit for location placement of such exempt structures shall be issued by the City of Richland prior to construction or erection of these structures. The location placement permit shall be based upon a scalable site plan provided by the applicant and shall show all existing structures on the property together with the distances from all structures to property lines and to other structures, all existing easements and property lines, and all new structure or building proposals. The location placement permit shall be binding upon the applicant for location placement of the structure for all purposes and requirements of Title 23 of the Richland Municipal Code. The location placement permit shall not require payment of any permit fees. Fees associated with any other aspect of the structure or building proposal including, but not limited to, easement encroachment permits and right-of-way construction permits, shall be as currently enacted in the Richland Municipal Code.

15. (Item 12 for International Residential Code). Amusement devices and structures, including Merry-go-rounds, Ferris wheels, rotating conveyances, slides, similar devices, and accessory structures whose use is necessary for operation of such amusement devices and structures, any accessory structure included in the provisions of this sub-section shall be limited to a cover or roof over each device; but shall not include any storage building or detached structure which is not an integral part of the device.

2. Electrical. This entire subcategory, including repairs and maintenance, radio and television transmitting devices, and temporary testing systems, shall not be adopted. All electrical permits and permit exemptions shall be as set forth by the State of Washington Department of Labor and Industries.

3. Plumbing. Items (1) and (2) of this subcategory shall not be adopted. All plumbing permits and plumbing permit exemptions shall be as set forth in the adopted plumbing code.

E. 105.8 (R105.8). This subsection shall be amended to add the following paragraph:

All contractors and sub-contractors shall have a valid and current business license to conduct business within the City of Richland pursuant to Title 5 of the Richland Municipal Code and shall have a valid and current contractor's license and registration with the State of Washington, Department of Labor and Industries, prior to commencing any actual construction work within the City of Richland.

F. 109.2 and 109.3 (R108.2 and R108.3) Schedule of Permit Fees and Building Permit Valuations. Shall adopt the code of these subsections as stated in both the International Building Code and the International Residential Code; in addition, the following subsection language shall be added as clarification to fees and valuations:

Building. Fees for building permits and related inspections shall be as set forth in Table 1-A from the 1997 Uniform Building Code as previously published by the International Code Council, Inc. The valuation of construction used for the calculation of the building permit fee from Table 1-A shall be the greater of either the valuation noted in Supplemental Table 1-B or the declared valuation of construction from the applicant for the permit. The declared valuation shall include the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, and any other permanent equipment. Valuations not shown in Supplemental Table 1-B shall be based on the "Building Valuation Data" as published in the Building Safety

Journal by the International Code Council, Inc., or shall be as determined by the building official to reflect the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, and any other permanent equipment. The Supplemental Table 1-B shall be updated on January 1st of each year and shall incorporate changes from the "Building Valuation Data" as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the "Building Valuation Data" which calculate fees shall not be incorporated or adopted.

Plan Review. Fees for review and examination of required construction plans and/or construction data shall be calculated at sixty-five percent (65%) of the building permit fee as set forth in Table 1-A from the 1997 Uniform Building Code as previously published by the International Code Council, Inc. These plan review fees shall be in addition to the building permit fee and shall be payable at the time of first submittal of plans together with a completed application for permit. There shall be no fee required for the review and examination of plans for any detached, single-family dwelling construction; attached, two-family dwelling construction; or construction of accessory buildings to or additions to such one- and two-family dwellings; except for additional review and examination of changes made to plans for such one- and two-family dwellings, additions, or accessory buildings after completion of the plan review or after issuance of the building permit, all of which will be required to pay a fee as shown in item (2) of Table 1-A. Additional plan review required by changes, additions, corrections, or revisions made to the plans after completion of the initial plan review or after issuance of the building permit shall be required to pay a fee as shown in item (2) of Table 1-A.

Plumbing. Fees for plumbing permits and related inspections shall be as set forth in Table 1-1 of the 1997 Uniform Plumbing Code as previously published by the International Association of Plumbing and Mechanical Officials, Inc., and shall incorporate changes from the "Building Valuation Data" group R-3, type VB as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the "Building Valuation Data" which calculate fees shall not be incorporated or adopted and except that plumbing work associated with a current and active building permit shall not require any permit fee. Fees for review and examination of plumbing plans and/or construction data shall be calculated at twenty-five percent (25%) of the plumbing permit fee as set forth in Table 1-1, except that plumbing plans associated with a submittal of building plans shall not require any plan review fee or additional plan review fee. Additional plan review required by changes, additions, corrections, or revisions to the plans after completion of the plan review or after issuance of the permit shall be required to pay a fee as shown in Table 1-1 or as shown in Table 1-A of the 1997 Uniform Building Code for plumbing work associated with a building permit.

Mechanical. Fees for mechanical permits and related inspections shall be as set forth in Table 1-A of the 1997 Uniform Mechanical Code as previously published by the International Conference of Building Officials, Inc., and shall incorporate changes from the "Building Valuation Data" group R-3, type VB as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the "Building Valuation Data" which calculate fees shall not be incorporated or adopted and except that mechanical work associated with a current and active building permit shall not require any permit fee. Fees for review and examination of mechanical plans and/or construction data shall be calculated at twenty-five percent (25%) of the mechanical permit fee as set forth in Table 1-A, except that mechanical plans associated with a submittal of building plans shall not be required to pay any plan review fee or additional plan review fee. Additional plan review required by changes, additions, corrections, or revisions to the plans after completion of the plan review or after issuance of the permit shall be required to pay a fee as shown Table 1-A of the 1997 Uniform Building Code for mechanical work associated with a building permit.

Grading. Fees for grading permits, for review of grading plans, and for related inspections shall be as set forth in Table A-33-A and Table A-33-B of the 1997 Uniform Building Code, Appendix Chapter 33, as previously published by the International Code Council, Inc. and shall incorporate changes from the "Building Valuation Data" group R-3, type VB as published in the Building Safety Journal by the International Code Council, Inc., except that those mathematical formulas presented in the "Building Valuation Data" which calculate fees shall not be incorporated or adopted.

Factory-Assembled Structures. Notwithstanding any other provision of the Richland Municipal Code, fees for installation of a factory-assembled structure, including structures meeting the requirements of Title 23 of the Richland Municipal Code for manufactured homes or designated manufactured homes, shall be three hundred dollars (\$300.00) per installation. Fees for building permits for structures attached to a factory-assembled structure, including, but not limited to, garages that are not structurally dependent upon the factory-assembled structure for support, shall be as noted above for building permits and plan review based on valuation of construction. Where a conflict exists between the fee noted here and fees described in other titles of the Richland Municipal Code, the fee noted here shall apply. Factory-assembled structures constructed prior to June 15, 1976, shall be required to undergo inspection and approval by the State of Washington, Department of Labor and Industries, prior to issuance of the installation permit.

Energy Code (NREC). Fees for review of plans and inspection of the construction work related to sections of the Washington State Energy Code that prescribe requirements for non-residential buildings, previously referred to as the Non-Residential Energy Code (NREC), shall be as set forth in the following table. This fee shall not be applied to mechanical permits where mechanical equipment is being replaced with equipment of the same fuel source as the existing equipment.

TOTAL VALUATION	NREC FEE
\$1 to \$20,000	\$100
\$20,001 to \$300,000	\$100 for the first \$20,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$300,000.
\$300,001 to \$800,000	\$940 for the first \$300,000 plus \$1.00 for each additional \$1,000 or fraction thereof, to and including \$800,000.
\$800,001 to \$1,020,000	\$1,440 for the first \$800,000 plus \$0.50 for each additional \$1,000 or fraction thereof, to and including \$1,020,000.
\$1,020,001 or more	\$1,550 maximum

G. 111.1 (R110.1) Use and Occupancy. This subsection shall be amended to add the following paragraph:

The building official shall not issue a certificate of occupancy until approval has been obtained from all City of Richland departments and divisions and from all State of Washington and Federal agencies having jurisdiction or authority over the building project. The finance manager, or currently designated person responsible for finances and accounting, of the City of Richland is authorized and directed to deny any requests for utility services, including, but not limited to, electrical service, solid waste removal, water service, and sewer service, on a permanent-user basis, unless the applicant demonstrates that the building for which such service is requested has been issued a certificate of occupancy or temporary certificate of occupancy by the building official. Provisional utility services may be provided to the extent necessary for construction of the building prior to issuance of such a certificate so long as the building is not used or occupied.

H. 113.1 (R112.1) General. The Board of Appeals as described in this section shall mean the Mid-Columbia Board of Appeals as currently established by the jurisdictions of the city of Richland, the city of Kennewick, the city of West Richland, the city of Pasco, Benton County, and Franklin County, together with such other jurisdictions as currently constitute the Mid-Columbia Board of Appeals. The Board of Appeals as described in other codes adopted herein as the building codes for the city of Richland shall also mean the Mid-Columbia Board of Appeals. The code enforcement board as established in RMC Title 2 shall not constitute the Board of Appeals as described here. [Ord. 13-20 § 1; Ord. 20-04; Ord. 17-07; Ord. 11-10 § 1.01; Ord. 01-11 § 1.05; Ord. 18-20 § 1].

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 _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 02-21, Approving a Site-Specific Rezone on 3.1 Acres in Clearwater Creek from AG to C-I (Hayden Homes)

Department:

Development Services

Ordinance/Resolution Number:

02-21

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 02-21, approving a site-specific rezone on 3.1 acres in Clearwater Creek from Agriculture (AG) to Neighborhood Retail (C-I).

Summary:

Hayden Homes is asking to rezone a 3.1-acre site lying at the northwest corner of Steptoe Street and Center Parkway from Agriculture (AG) to Neighborhood Retail (C-I). The currently vacant site is included in the plat of Clearwater Creek. Around the time of platting, this site was inadvertently excluded from initial zoning efforts applied to the broader development plan. Now that Clearwater Creek is approaching completion, Hayden Homes has turned its attention to the remaining tracts adjacent to Steptoe Street. Converting the site to a conforming zoning classification will enable the applicant to offer the site for sale with a definitive set of allowable uses. This is a good-faith effort to create transparency for prospective buyers.

The subject rezone application conforms to the City's land use plan as set forth in Richland's Comprehensive Plan. The Plan designates the site for future commercial land uses, and the application seeks to assign C-I commercial zoning. Staff recommended approval to the Richland Hearing Examiner. The Richland Hearing Examiner, in his February 2, 2021 report, recommended City Council take action to effectuate the rezone request as proposed by the applicant without the use of any further restrictions or development agreement.

Council held a closed-record review hearing at its regular meeting on February 16, 2021. No testimony in opposition of the site-specific zone change was provided.

Staff recommends approval of Ordinance No. 02-21 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 02-21
2. Hearing Examiner Recommendation (Hayden Homes)
3. Vicinity Map

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 02-21

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 3.1 acres from Agricultural (AG) to Neighborhood Retail (C-1); said property being generally located at the northwest corner of the intersection of Steptoe Street and Center Parkway, and adopting the findings and conclusion of the Richland Hearing Examiner as the findings and conclusions of the Richland City Council.

WHEREAS, on January 11, 2021, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Richland 132, LLC d/b/a Hayden Homes to change the zoning of the property generally located at the northwest corner of the intersection of Steptoe Street and Center Parkway; and

WHEREAS, on February 2, 2021, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, after holding a closed-record review hearing, Richland City Council has considered the record created at the January 11, 2021 public hearing and the written recommendation of the Richland Hearing Examiner.

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

Section 1. The findings and conclusions of the Richland Hearing Examiner, as provided in the February 2, 2021 written recommendation, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Neighborhood Retail (C-1) when consideration is given to the interest of the general public.

Section 3. Said property, depicted in **Exhibit A**, attached hereto and incorporated by reference, is more particularly described as follows:

LOT 8, CLEARWATER CREEK PHASE 3. PARCEL IDENTIFIED BY
BENTON COUNTY PARCEL IDENTIFICATION NUMBER 1-0188-103-
000-008

Section 4. Such property is rezoned from Agricultural (AG) to Neighborhood Retail (C-1).

Section 5. Richland Municipal Code Title 23 and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are hereby amended by amending Sectional Map No. 20, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B**, and bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Map No. 20, duly certified by the City Clerk as a true copy.

Section 7. 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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

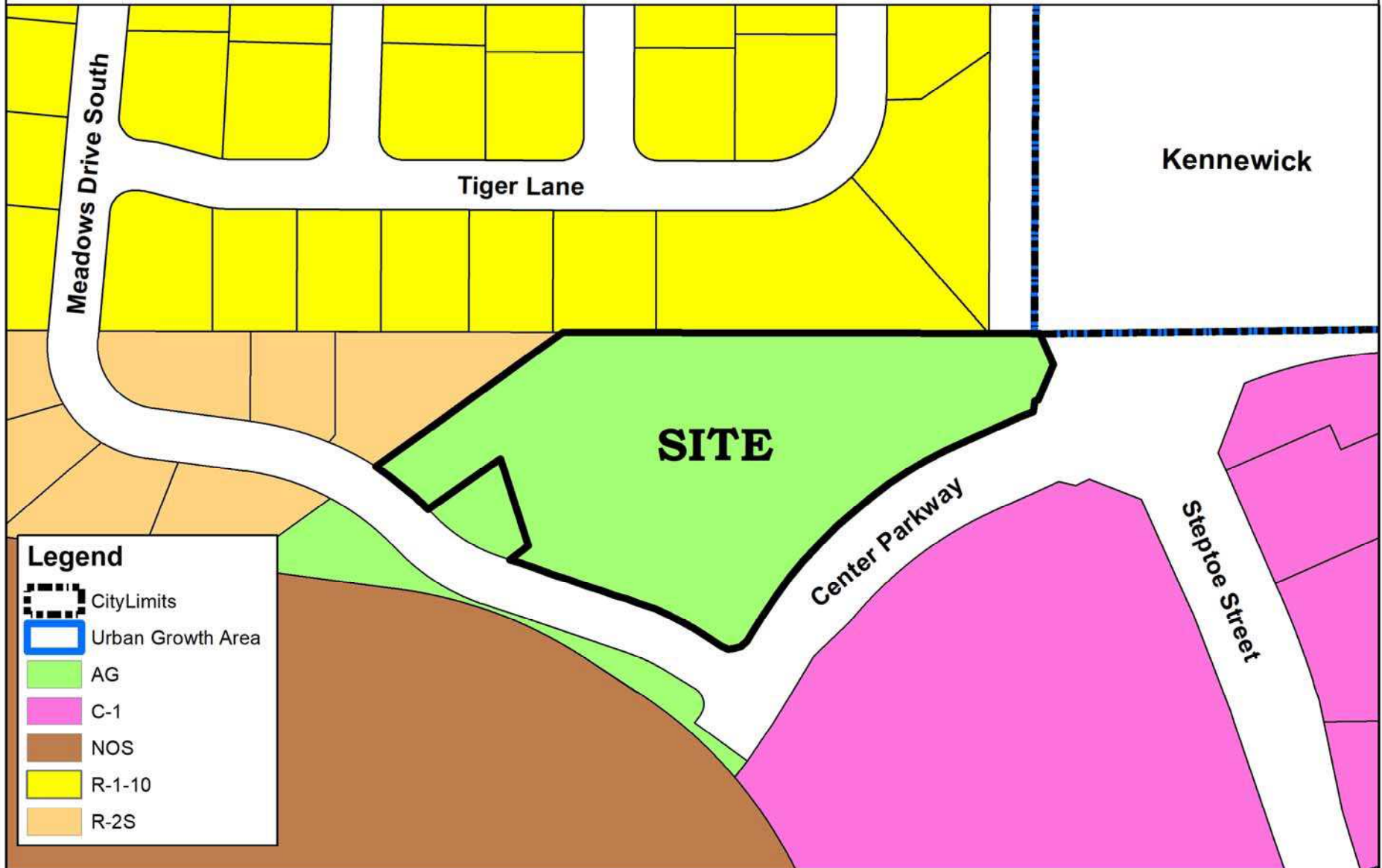
Date Published: March 7, 2021

Zoning Map

Item: Rezone AG to C-1

Applicant: Richland 132, LLC (Hayden Homes)

File #: Z2020-105



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

Regarding the Application to *Rezone* a 3.1-
acre site from its current placeholder AG
(Agricultural) zone to a Commercial land
use designation, the C-1 (Neighborhood
Retail) zoning district, which is consistent
with Comprehensive Plan's Commercial
land use designation assigned to the area,
submitted on behalf of the property owner,

File No. Z2020-105

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

**RICHLAND 132, LLC, DBA HAYDEN
HOMES,**

Applicant

I. SUMMARY OF RECOMMENDATION.

The applicant, Richland 132, LLC, dba Hayden Homes, can meet its burden of proof to demonstrate that its requested rezone merits approval. The site is now designated as suitable for Commercial land uses under the City's Comprehensive Plan, and the request is to rezone the property from its current placeholder AG (Agricultural) zone to a Commercial zone, the C-1 (Neighborhood Retail) zoning district.

This requested rezone does not approve any development activity on the site. As with all development proposals, City Development Regulations will apply to any specific projects that may eventually be proposed on the site. Limited written comments (*Ex. 5*) with general concerns about the type of businesses that might occupy the site or development restrictions that may apply within the BPA easement area that runs through a portion of the property are more appropriately directed at future project-specific development proposals that may come forward, and do not provide a basis in fact or law to deny the pending rezone request.

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RECOMMENDATION RE: HAYDEN HOMES
REZONE APPLICATION TO CHANGE A 3.1-ACRE
SITE FROM CURRENT AG (AGRICULTURAL)
ZONING TO THE C-1 (NEIGHBORHOOD RETAIL)
ZONING DISTRICT – FILE NO. Z2020-105**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezoning application at issue and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(D)(identifies “site-specific rezones” as Type IIIA permit applications); RMC 23.70.210(A)(“The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application.”); and RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and issue recommendation to City Council); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

Finally, Washington Courts apply three basic rules when reviewing appeals of rezoning applications: (1) there is no presumption favoring the rezoning request; (2) the proponent of a rezoning must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezoning implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezoning must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

III. QUESTIONS PRESENTED.

For purposes of the pending rezoning application, the central questions presented are:

A. Whether the requested rezoning implements policies of the City’s Comprehensive Plan, and/or whether there has been a change of circumstances since the original AG (Agricultural) zoning was adopted for the site?

Short Answer: Yes to both. The site is already designated for Commercial uses in the City’s Comprehensive Plan, and the rezoning request would implement the Comprehensive Plan’s vision for the property, by changing the zoning from its current AG (Agricultural) zoning district to one of the City’s Commercial zoning districts, specifically the C-1 (Neighborhood Retail) zone. Properties in the vicinity have experienced substantial changes since the AG zone was originally assigned to the applicant’s property, as the adjacent Clearwater Creek subdivision is near full buildout, traffic in the

¹ *Save Our Rural Env’t v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

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1 area has increased, and demand for neighborhood retail businesses has increased. The requested
2 rezone could allow for local businesses to serve nearby residents, hopefully reducing driving distances
and increasing convenience for surrounding residents.

3 B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or
4 general welfare?

5 *Short Answer:* Yes, because the rezone is fully consistent with the City's Comprehensive
6 Plan, and any future, project-specific proposal will have to meet city development regulations,
including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency
reviews, and payment of any impact fees in effect at the time of an application.

7 IV. RECORD.

8 Exhibits entered into evidence as part of the record, and an audio recording of the public
9 hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the
10 City Clerk's Office.

11 Public notices regarding the application and public hearing were mailed and posted as
12 required by city codes prior to the public hearing, which occurred on January 11, 2021. Before the
hearing, the City only received two written comments. (*Ex. 5*).

13 *Hearing Testimony:* Only Senior Planner, Shane O'Neill, and the applicant's designated
14 representative, Brian Thoreson, asked to present testimony under oath during the public hearing.
Given the ongoing limits placed on public gatherings due to the Covid-19 public health emergency,
15 the Examiner conducted the public hearing via online communication means, coordinated by city
staff, which included video images of participants and several exhibits. Staff confirmed that no one
else was online or phoned in to participate in the hearing.

16 *Exhibits:* The Development Services Division Staff Report for the requested Rezone,
17 including a recommendation of approval, was provided to the Examiner before the hearing on January
11th. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety
18 without modification:

- 19 1. Application materials for Rezone;
- 20 2. Final Plat of Clearwater Creek Phase 3;
- 21 3. Ordinance No. 38-14;
- 22 4. Public Notices;
- 23 5. Written Comments, only two; and
- 24 6. Site Photos

25 The Examiner has visited the road network and vicinity of the proposed rezone on multiple
26 occasions over the past few years in connection with other applications, and is fully advised on matters

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at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

Application, Site Location and Conditions

1. On November 4, 2020, Richland 132, LLC (dba Hayden Homes) filed an application with the City, petitioning to rezone a 3.1-acre site from Agricultural (AG) to Neighborhood Retail (C-1). (*Staff Report, page 2; and Exhibit 1*).

2. The entire rezone property is Lot 8 of the Clearwater Creek Phase 3 Final Plat, approved by the City Council in late 2016. (*Ex. 2*). The site generally forms the northwest corner of the intersection of Steptoe Street and Center Parkway. (*Staff Report, page 2, Figure 1*). The project site is a single tax parcel, numbered 1-01881030000008.

3. The Staff Report explains that the purpose of this request is to align the site's zoning with the Comprehensive Plan's Commercial land use designation already assigned to the property, and to allow for development commonly applied at the intersection of arterial roadways. (*Staff Report, page 2*).

4. Previously, the subject parcel was inadvertently omitted from the original rezone ordinance for the greater Clearwater Creek preliminary plat. As a result, the subject parcel currently retains its original Agriculture zoning. Hayden Homes aims to prepare the site for future sale as they are not commercial developers. (*Staff Report, page 2; Ex. 3, Ord. No. 38-14, rezone action for Clearwater Creek plat area; Testimony of Mr. Thoreson*).

5. There is no dispute that the property at issue is currently inconsistent with the City's Comprehensive Plan, as it retains an AG (Agricultural) designation instead of a Commercial designation shown for the site in the Comp Plan Land Use Map for the area. (*Staff Report, page 9, Figure 5, Comprehensive Plan Map for vicinity*).

6. The purpose of this request is to zone the site in a manner consistent with the city's Comprehensive Plan. (*Ex. 1, application, on page 2; Staff Report, page 2*).

7. Changed circumstances also support the requested rezone from an AG zone to the C-1 zone. For example, the requested C-1 zone will hopefully provide future owners with economically viable and realistic options for redeveloping the property with Neighborhood Retail uses that can serve the growing area and new residents in recently developed subdivisions, which would clearly be in the public's interest.

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8. Through the public comment and hearing process, no one submitted any comments, evidence, or legal authority that would serve as a basis to deny this requested rezone. *(See summary of Record, in Sec. IV above)*. Comments were generally focused on conditions and considerations that could be relevant in future development application processes, but not this rezone application.

9. Because staff deemed the application to be consistent with the City's Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *(Staff Report, page 7; Official notice from record of previous rezone matters re: City SEPA process(es) undertaken when Comprehensive Plan was adopted and amended)*.

10. The rezone is not likely to have any material impact on capacity for the existing local street system serving the property. The Staff Report indicates that future vehicle access onto the site is likely to come from Meadows Drive South, but that future development reviews might allow for right-in-right-out access from Center Parkway. City transportation staff determined that the Center Parkway/Steptoe intersection now has sufficient capacity to accommodate the highest traffic-generating land uses permitted in the requested [C-1] zone without lowering the roadways' level of service (LOS) below level D, the standard set by the City Council for such intersection. *(Staff Report, page 7, discussion of traffic issues)*.

11. The record does not include any evidence that the C-1 zone could allow for any uses that would be incompatible with surrounding uses. Instead, properties to the south/southeast, across Center Parkway and the Steptoe intersection, are already zoned C-1. *(Staff Report, page 4, zoning map for area)*.

Summary of Public Hearing.

12. As explained above, the public hearing for this matter occurred on January 11th. Mr. O'Neill made a brief presentation regarding the application, current site conditions, growth and development in the area, and his recommendation of approval, as explained in the Staff Report. The applicant's designated representative, Mr. Thoreson, confirmed that he accepted the analysis and recommendation included in the Staff Report without objection or changes. No members of the general public appeared during the online hearing, by phone or computer, and Staff confirmed that no one reached out to say that they planned to participate in the hearing, other than people who were online for the hearing.

13. As explained in the Staff Report, the application materials, and the hearing testimony provided by Mr. O'Neill and Mr. Thoreson, the requested rezone would 'clean up' a mis-designated zoning for the property, inadvertently omitted from a prior rezone ordinance adopted for the Clearwater Creek Preliminary Plat.

14. The applicant indicates that it will most likely sell the property, for development by another owner. As with all rezone applications, future plans are not binding on an applicant, and do not serve

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as a basis to deny the requested rezone.

15. The requested rezone is fully consistent with land use policy goals in the City's Comprehensive Plan. (*Staff Report, pages 8-10*). No one testified to express concerns with or opposition to this rezone application.

Public services and utilities are adequate and readily available to serve the site.

16. As part of the review process, City staff confirmed that adequate utilities, including without limitation water, power, and sewer, are in place and/or readily available to serve the parcel that is at issue in this matter. (*Staff Report, pages 5, 6*).

Consistency with City Codes and Comprehensive Plan.

17. As explained elsewhere in this Recommendation, the rezone site is already designated as "Commercial" in the City's Comprehensive Plan, and the request is to modify the classification from its original placeholder zone, the AG designation, first assigned upon annexation in 2007, to a Commercial classification, the C-1 (Neighborhood Retail) zone. (*Staff Report, pages 10-11, Background and Analysis discussion*).

18. Based on the record, the Examiner finds and concludes that the requested rezone to finally apply a Commercial classification to the site instead of the AG zone in an area where a mix of similar C-1 uses/other C-1 zoned properties can be found, and growing numbers of local residents near the site who will be able to receive services from businesses allowed in such zone, is appropriate. The requested C-1 zone is not inconsistent with existing land uses located on or zoning designations assigned to surrounding properties in the area. (*See Zoning Map provided on page 4 of Staff Report, Figure 2*).

19. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses.

General findings.

20. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. The requested rezone is appropriate in the context of adjacent properties.

21. The Development Services Division Staff Report, prepared by Mr. O'Neill, includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

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22. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact and incorporated into this section as such.

VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report.*

2. The applicant met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate all uses permitted in the new C-1 zone requested herein. The rezone from AG to a Commercial zoning classification (C-1) will make the property compatible with the character of the existing uses and zoning districts surrounding the site.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property. In fact, the rezone may serve as a boost for redevelopment plans on the property, which would include uses allowed in the City's Neighborhood Retail zone, to the benefit of residents occupying homes in surrounding subdivisions.

5. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, after public notices issued for the application, no one spoke or submitted any written comments opposing the pending rezone request.

6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The surrounding road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing frontage improvements, impact fees, setbacks, and the like, will apply to any future project built on the site.

7. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.

8. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the site of the subject rezone.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: HAYDEN HOMES
REZONE APPLICATION TO CHANGE A 3.1-ACRE
SITE FROM CURRENT AG (AGRICULTURAL)
ZONING TO THE C-1 (NEIGHBORHOOD RETAIL)
ZONING DISTRICT – FILE NO. Z2020-105**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 9. Any finding or other statement contained in this Recommendation that is deemed to be a
2 Conclusion is hereby adopted as such and incorporated by reference.

3 **VII. RECOMMENDATION.**

4 Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that
5 the Hayden Homes Rezone application (File No. Z2020-105) to reclassify a 3.1-acre site from its
6 current Agricultural (AG) land use designation to a Commercial land use designation, the C-1
(Neighborhood Retail) zoning district, which is consistent with the Comprehensive Plan's
Commercial land use designation assigned to the area, should be **APPROVED**.

7 ISSUED this 2nd Day of February, 2021

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10 Gary N. McLean
11 Hearing Examiner
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25 FINDINGS OF FACT, CONCLUSIONS AND
26 RECOMMENDATION RE: HAYDEN HOMES
REZONE APPLICATION TO CHANGE A 3.1-ACRE
SITE FROM CURRENT AG (AGRICULTURAL)
ZONING TO THE C-1 (NEIGHBORHOOD RETAIL)
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GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

Vicinity Map

Item: Rezone AG to C-1

Applicant: Richland 132, LLC (Hayden Homes)

File #: Z2020-105



Legend



City Limits



Urban Growth Area



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 04-21, Amending Richland Municipal Code Section 11.40.030 related to Parking on Certain Streets

Department:
Public Works

Ordinance/Resolution Number:
04-21

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 04-21, amending Section 11.40.030 of the Richland Municipal Code related to parking on certain streets.

Summary:

Richland's Comprehensive Plan and Citywide Transportation Plan each establish multi-modal policies and goals for the City's transportation system. Richland Municipal Code (RMC) Section 11.40.030 limits on-street parking, most often in locations where doing so promotes improved public safety. Chapter 12.06 RMC, titled Complete Streets Policy, provides direction to develop solutions that provide street features to support various forms of travel.

As an action to implement the Complete Streets Policy, the City proposes to add striped bicycle lanes to sections of Swift Boulevard, Goethals Drive and Williams Boulevard, thereby improving the comfort and safety of bicyclists and pedestrians. These streets are part of this year's Pavement Preservation Program, so the resurfacing provides an opportunity to update the striping as part of that work. The paved widths of Swift Boulevard between Birch Avenue and Sanford Avenue, Goethals Drive from Lee Boulevard to Gillespie Street, and Williams Boulevard between George Washington Way and Jadwin Avenue are not sufficient to add bicycle lanes and continue to allow on-street parking. Therefore, proposed Ordinance No. 04-21 will restrict on-street parking on these street segments to enable addition of bicycle lanes.

Staff sought feedback from Swift Boulevard residences about their utilization of on-street parking. A letter to residents along the affected area on Swift Boulevard was mailed in January, informing them of the proposed changes and inviting a response. No feedback was received. At the February 16, 2021 City Council meeting, Amy Schmidt, whose residence is located on Swift Boulevard, expressed concerns with the loss of on-street parking and indicated opposition to the ordinance. One other comment at the Council meeting spoke in favor of the ordinance. No other public comments were received in response to the letter. Staff reached out to Ms. Schmidt after the meeting with suggested alternative on-street parking options. These discussions did not resolve the Schmidt family's concerns.

Staff did not conduct outreach for the segments of Goethals Drive and Williams Boulevard, but observations indicate on-street parking is very rarely used on these street segments because adjacent commercial uses have sufficient parking on-site.

Lastly, RMC 11.40.030 is out-of-date with respect to the availability of on-street parking on Keene Road, Jadwin Avenue, Gage Boulevard and Columbia Park Trail. These issues are corrected in proposed Ordinance No. 04-21. Staff recommends approval of Ordinance No. 04-21 for second reading and passage.

Fiscal Impact:

The cost of the added striping and signs will be absorbed in the Pavement Preservation budget and the Streets Division budget.

Attachments:

I. Ordinance No. 04-21

ORDINANCE NO. 04-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 11.40.030 related to parking on certain streets.

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

WHEREAS, RMC Section 11.40.030 limits on-street parking, most often in locations where limiting on-street parking promotes improved public safety; and

WHEREAS, the City of Richland Comprehensive Plan and the Citywide Transportation Plan establish multi-modal policies and goals for the City's transportation system; and

WHEREAS, Chapter 12.06 RMC, titled Complete Streets Policy, provides direction to develop solutions that provide elements for various forms of travel; and

WHEREAS, as an action to implement Chapter 12.06 RMC, the City proposes to add striped bicycle lanes to sections of Swift Boulevard, Goethals Drive, and Williams Boulevard that are being resurfaced this year; and

WHEREAS, striped bicycle lanes will improve the comfort and safety of bicyclists and pedestrians; and

WHEREAS, the paved width of Swift Boulevard between Birch Avenue and Sanford Avenue, Goethals Drive from Lee Boulevard to Gillespie Street, and Williams Boulevard from George Washington Way to Jadwin Avenue is not sufficient to add bicycle lanes and continue to allow on-street parking; and

WHEREAS, Section 11.40.030 is out-of-date with respect to the availability of on-street parking on Keene Road, Jadwin Avenue, Gage Boulevard, and Columbia Park Trail.

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

Section 1. Richland Municipal Code Section 11.40.030, entitled Schedule III – Parking prohibited at all times on certain streets, as enacted by Ordinance No. 413, and last amended by Ordinance No. 21-20, is hereby amended as follows:

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

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

1. Both sides of Aaron Drive from Abbot Street to SR-240 (west of Wellsian);
2. Both sides of Adams Street from Aaron Drive to George Washington Way;
3. Both sides of Allison Way;
4. Both sides of Amon Park Drive from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard;
5. Both sides of Amon Park Drive north of Newton Street;
6. East side of Amon Park Drive from Lee Boulevard to 385 feet south of Lee Boulevard;
7. West side of Amon Park Drive from Lee Boulevard to 760 feet south of Lee Boulevard;
8. South side of Banyon Street;
9. East side of Barth Avenue from Falley Street to Benham Street;
10. Both sides of Bellerive Drive from Canyon Street to Broadmoor Street;
11. South side of Benham Street from George Washington Way to Goethals Drive;
12. East side of Bernard Avenue from Davenport Street to Comstock Street;
13. Both sides of Bradley Boulevard;
14. East side of Casey Avenue from Comstock Street to Benham Street;
15. South and east side of Chelan Loop from Wishkah Drive to the end of road;
16. North side of Cherokee Street;
17. Columbia Center Boulevard from Columbia Park Trail to Fowler Street;
- ~~18. South side of Columbia Park Trail from Columbia Center Boulevard to 1,040 feet east of Columbia Center Boulevard;~~
- ~~19~~18. Both sides of Columbia Point Drive from George Washington Way to the southerly entrance of Columbia Point Marina Park;
- ~~20~~19. Both sides of Comstock Street from George Washington Way to Bradley Boulevard;
- ~~24~~20. South side of Comstock Street from George Washington Way to Goethals Drive;
- ~~22~~21. East side of Craighill Avenue from Davenport Street to Comstock Street;

- ~~23~~22. North side of Davenport Street from George Washington Way to Goethals Drive;
- ~~24~~23. Both sides of Duportail Street from State Route 240 to Keene Road;
- ~~25~~24. Both sides of Columbia Park Trail from Jericho Court to ~~Fowler Street~~ 2,060 feet east of Columbia Center Boulevard;
- ~~26~~25. North side of Duportail Street from Wright Avenue to State Route 240;
- ~~27~~26. Both sides of Duportail Street from 150 feet west of Thayer Drive to Wellsian Way;
- ~~28~~27. East side of Elementary Street from Keene Road to 280 feet north of Keene Road;
- ~~29~~28. West side of Elementary Street from Keene Road to 210 feet north of Keene Road;
- ~~30~~29. North side of Endress Street from Jadwin Avenue to 100 feet west of Abert Street;
- ~~31~~30. South side of Endress Street from Abert Street to 100 feet west of Abert Street;
- ~~32~~31. South side of Falley Street from George Washington Way to Jadwin Avenue;
- ~~33~~32. West side of Farrell Lane from Torbett Street to Williams Boulevard;
- ~~34~~33. North side of Fort Street;
- ~~35~~34. North side of Fowler Street from Columbia Center Boulevard to Florida Avenue;
- ~~36~~35. South 70 feet of Frankfort Street starting 150 feet west of Wright Avenue;
- ~~37~~36. North side of Gage Boulevard from ~~550 feet~~ east of city limits to ~~770 feet west of Penny Royal Avenue~~ Morency Drive except from 770 feet to 995 west of Penny Royal Avenue, from 162 feet west of Kapalua Avenue to 100 feet east of Kapalua Avenue, and from 240 feet west of Nova Lane to 120 feet east of Nova Lane;
- ~~38~~37. South side of Gage Boulevard from Steptoe Street to Morency Drive;
- ~~39~~38. West side of Genoa Lane from Meadow Hills Drive to 280 feet south of Meadow Hills Drive;
- ~~40~~39. Both sides of Center Parkway from east city limits to Meadows Drive;
- ~~41~~40. East side of George Washington Way from Columbia Point Drive to Horn Rapids Road;
- ~~42~~41. West side of George Washington Way from 110 feet south of Falley Street to Horn Rapids Road;

~~43~~42. West side of George Washington Way from Adams Street to 230 feet north of Adams Street;

~~44~~43. East side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard;

~~45~~44. West side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard;

~~46~~45. North side of Glen Briar Lane from Riverstone Drive to Tanglewood Drive;

~~47~~46. Both sides of Goethals Drive from Gribble ~~Gillmore~~ Avenue to Williams Boulevard;

~~48~~47. Both sides of Goethals Drive from Swift Boulevard to ~~680~~ 825 feet north of Swift Boulevard;

~~49~~48. ~~East~~ Both sides of Goethals Drive from Swift Boulevard to 300 feet south of Swift Boulevard;

~~50~~49. ~~West side of Goethals Drive from Swift Boulevard to Mansfield Street;~~ Both sides of Goethals Drive from Lee Boulevard to Gillespie Street;

~~51~~50. West side of Goethals Drive from Symons Street to 350 feet south of Symons Street;

~~52~~51. West side of Goethals Drive from Van Giesen Street to Torbett Street;

~~53~~52. North side of Greentree Court;

~~54~~53. East side of Guyer Street from Williams Boulevard to 730 feet south of Williams Boulevard;

~~55~~54. West side of Guyer Street from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard;

~~56~~55. East side of Hains Avenue from 120 feet south of Van Giesen Street to a point 680 feet from George Washington Way;

~~57~~56. South side of Van Giesen Street from Hunt Avenue to Hains Avenue, continuous with the west side of Hains Avenue from Van Giesen Street to 120 feet south of Van Giesen Street;

~~58~~57. Both sides of Harris Avenue from Sprout Road to 150 feet south of Sprout Road;

~~59~~58. East side of Harris Avenue from Snyder Road to Saint Street;

- ~~60~~59. West side of Haupt Avenue from Thomas Street to George Washington Way;
- ~~61~~60. South side of Ferrara Lane from Sicily Lane to the end of the curve 570 feet east of Sicily Lane;
- ~~62~~61. East side of Hunt Avenue from North Gaillard Place to George Washington Way;
- ~~63~~62. West side of Hunt Avenue from 275 feet southwest of Davison Street to 175 feet north of Gaillard Place;
- ~~64~~63. South side of Duportail Street from Wright Street to 240 feet west of Wright Street;
- ~~65~~64. North side of Duportail Street from Wright Street to 280 feet east of Wright Street;
- ~~66~~65. East side of Thayer Drive from Duportail Street to 160 feet south of Duportail Street;
- ~~67~~66. Both sides of Thayer Drive from Duportail Street to 150 feet north of Duportail Street;
- ~~68~~67. East side of Jadwin Avenue from Aaron Drive to 150 feet north of Aaron Drive;
- ~~69~~68. West side of Jadwin Avenue between Aaron Drive and Green Tree Court;
- ~~70~~69. Both sides of Jadwin Avenue from George Washington Way to Stevens Drive with exceptions noted in RMC 11.40.040, Schedule IV;
- ~~71~~70. Both sides of Jadwin Avenue from Aaron Drive to Carrier Road;
71. East side of Jason Loop and included, along the loop interior lots and tracts;
72. Both sides of Karlee Drive;
73. Both sides of Keene Road from Gage Boulevard to west city limits;
- ~~73~~74. East side of Kimball Street from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue;
- ~~74~~75. West side of Kimball Avenue from Van Giesen Street to Symons Street;
- ~~75~~76. North side of Knight Street from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue;
- ~~76~~77. South side of Knight Street from Stevens Drive to George Washington Way;
- ~~77~~78. East side of Laurelbrook Court north of Glen Briar Lane;

~~78~~79. Both sides of Lawless Drive;

~~79~~80. Both sides of Lee Boulevard from Jadwin Avenue to 200 feet east of George Washington Way;

~~80~~81. Both sides of Lee Boulevard from Thayer Drive to 340 feet east of Thayer Drive;

~~81~~82. North side of Lee Boulevard from Stevens Drive to 220 feet east of Stevens Drive;

~~82~~83. South side of Lee Boulevard from Stevens Drive to 220 feet west of Stevens Drive;

~~83~~84. South side of Lee Boulevard from Cullum Avenue to Jadwin Avenue;

~~84~~85. South side of Lee Boulevard from Wellsian Way to 220 feet west of Wellsian Way;

~~85~~86. Both sides of Leslie Road;

~~86~~87. East side of Long Avenue from Stevens Drive to 185 feet south of Stevens Drive;

~~87~~88. East side of Long Avenue from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive;

~~88~~89. East side of Long Avenue from Swift Boulevard to 240 feet north of Stevens Drive;

~~89~~90. East and south sides of Long Avenue from Swift Boulevard to 325 feet east of Thayer Drive;

~~90~~91. West side of Lucca Lane from Venice Lane to Gala Way;

~~91~~92. West side of Mahan Avenue from Van Giesen Street to Williams Boulevard;

~~92~~93. North side of Mansfield Street from Goethals Drive to 272 feet west of Goethals Drive;

~~93~~94. West side of McPherson Avenue from Torbett Street to Symons Street;

~~94~~95. West side of Meriwether Avenue;

~~95~~96. West side of Milan Lane from Meadow Hills Drive to end of road;

~~96~~97. South side of Mint Loop between its eastern and western terminus with Rosemary Street;

~~97~~98. Both sides of Morency Drive from south end of road to 2,100 feet south of Meadow Hills Drive;

- ~~98~~99. Both sides of Mountain View Lane from Leslie Road to 120 feet west of Leslie Road;
- ~~99~~100. Both sides of Morningside Parkway;
- ~~100~~101. West side of Naples Lane from Venice Lane to Gala Way;
- ~~101~~102. North side of Park Street from Harris Avenue easterly 300 feet;
- ~~102~~103. Both sides of Piper Street from end of road to 40 feet north of end of road;
- ~~103~~104. West side of Pisa Lane from Meadow Hills Drive to Gala Way;
- ~~104~~105. Both sides of Queensgate Drive from Truman Avenue to south city limits;
- ~~105~~106. North side of Roberdeau Street from Long Avenue to 150 feet west of Long Avenue;
- ~~106~~107. North side of Rosemary Street from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue;
- ~~107~~108. East side of Sacajawea Avenue from south end of road to Satus Street;
- ~~108~~109. West side of Salerno Lane from Meadow Hills Drive to Gala Way;
- ~~109~~110. West side of Satus Street from 100 feet east of Rimrock Avenue to Canyon Street;
- ~~110~~111. South and west side of Legacy Lane from Skyview Loop (north T-intersection) to Skyview Loop (middle four-way intersection), and east and north side from 680 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to Morency Drive;
- ~~111~~112. West side of Sedgwick Place;
- ~~112~~113. South and west side of Skyview Loop from Legacy Lane (north T-intersection) to Legacy Lane (middle four-way intersection) and east and north side from 900 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to the south T-intersection with Legacy Lane;
- ~~113~~114. North side of Sibert Avenue from Hunt Avenue to Hains Avenue;
- ~~114~~115. West side of Sicily Lane from Venice Lane to Gala Way;
- ~~115~~116. East end of Skyline Drive within the cul-de-sac;
- ~~116~~117. West side of Sorrento Lane from Venice Lane to Gala Way;

~~417~~118. Both sides of Sprout Road from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue;

~~418~~119. North side of Stanley Street from Goethals Drive to Jadwin Avenue;

~~419~~120. Both sides of Steptoe Street from Columbia Park Trail to the south city limits;

~~420~~121. Both sides of Stevens Drive from Van Giesen Street to 230 feet north of Van Giesen Street;

~~421~~122. East side of Stevens Drive from Williams Boulevard to 175 feet south of Williams Boulevard;

~~422~~123. East side of Stevens Drive from Van Giesen Street to 140 feet south of Van Giesen Street;

~~423~~124. East side of Stevens Drive from Swift Boulevard to 175 feet south of Swift Boulevard;

~~424~~125. East side of Stevens Drive from Swift Boulevard to 1,200 feet north of Swift Boulevard;

~~425~~126. East side of Stevens Drive from Mansfield Street to 220 feet south of Mansfield Street;

~~426~~127. East side of Stevens Drive from Knight Street to 175 feet south of Knight Street;

~~427~~128. West side of Stevens Drive from Van Giesen Street to 210 feet south of Van Giesen Street;

~~428~~129. West side of Stevens Drive from Swift Boulevard to 175 feet north of Swift Boulevard;

~~429~~130. West side of Stevens Drive from Mansfield Street to 125 feet north of Mansfield Street;

~~430~~131. West side of Stevens Drive from Lee Boulevard to 310 feet north of Lee Boulevard;

~~431~~132. Both sides of Stevens Drive from Wellsian Way to Lee Boulevard;

~~432~~133. North side of Stonecreek Drive;

~~433~~134. Both sides of Sunshine Ridge Road;

~~134~~135. Both sides of Swift Boulevard from State Route 240 to 100 feet east of State Route 240;

136. Both sides of Swift Boulevard from Birch Avenue to Sanford Avenue;

~~135~~137. North side of Swift Boulevard from George Washington Way to 615 feet west of Stevens Drive except for the segment of 90 feet west of Goethals Drive to 290 feet east of Stevens Drive;

~~136~~138. South side of Swift Boulevard from Jadwin Avenue to 195 feet east of Northgate Drive ~~and from 140 feet east of Stevens Drive to 590 feet west of Stevens Drive;~~

139. Both sides of Swift Boulevard from Stevens Drive to 580 feet west of Stevens Drive;

~~137~~140. North side of Symons Street from Hunt Avenue to Hains Avenue;

~~138~~141. South side of Symons Street from Sanford Avenue to Goethals Drive;

~~139~~142. Both sides of Tapteal Drive from Columbia Center Boulevard to Steptoe Street;

~~140~~143. Both sides of Tapteal Loop from Tapteal Drive to the south city limits;

~~141~~144. East side of Terminal Drive from Aileron Drive to 350 feet south of Aileron Drive;

~~142~~145. West side of Terminal Drive from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive;

~~143~~146. Both sides of Thayer Drive from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard;

~~144~~147. East side of Thayer Drive from Lee Boulevard to 10 feet north of Longfitt Street;

~~145~~148. Both sides of Thayer Drive from 220 feet south of Long Avenue to 100 feet north of Swift Boulevard;

~~146~~149. West side of Thayer Drive from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street;

~~147~~150. West side of Thayer Drive from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street;

~~148~~151. South side of Thomas Street from Hunt Avenue to Hains Avenue;

~~149~~152. East side of Maidstone Street from River Park Drive to 475 feet north of River Park Drive;

- ~~450~~[153](#). South side of Torbett Street from Goethals Drive to Jadwin Avenue;
- ~~451~~[154](#). South side of Torbett Street from Thayer Drive to Stevens Drive;
- ~~452~~[155](#). East side of Truman Avenue from Kennedy Road to Queensgate Drive;
- ~~453~~[156](#). Both sides of Valencia Drive from Sunshine Ridge Road to east city limits;
- ~~454~~[157](#). Both sides of Van Giesen Street from 310 feet east of Wright Avenue to 310 feet west of Wright Avenue;
- ~~455~~[158](#). North side of Van Giesen Street from Jadwin Avenue to 200 feet east of Jadwin Avenue;
- ~~456~~[159](#). North side of Van Giesen Street from State Route 240 to 300 feet east of State Route 240;
- ~~457~~[160](#). South side of Van Giesen Street from George Washington Way to 200 feet west of George Washington Way;
- ~~458~~[161](#). South side of Van Giesen Street from Stevens Drive to 200 feet west of Stevens Drive;
- ~~459~~[162](#). South and west side of Venice Lane from Meadow Hills Drive to end of road at Lucca Lane;
- ~~460~~[163](#). West side of Verona Lane from Meadow Hills Drive to Gala Way;
- ~~461~~[164](#). West side of Wellhouse Loop from 365 feet south of Duportail Street to 565 feet south of Duportail Street;
- ~~462~~[165](#). West side of Wellhouse Loop from 250 feet south of Wyman Street to 360 feet south of Wyman Street;
- ~~463~~[166](#). Both sides of Wellsian Way from Lee Boulevard to Aaron Drive;
- ~~464~~[167](#). North side of Williams Boulevard from Stevens Drive to 170 feet east of Stevens Drive;
- ~~465~~[168](#). North side of Williams Boulevard from Farrell Lane to 170 feet east of Farrell Lane;
- ~~466~~[169](#). North side of Williams Boulevard from Goethals Drive to 170 feet east of Goethals Drive;

~~167~~170. ~~North side~~ Both sides of Williams Boulevard from Jadwin Avenue to ~~170 feet east of Jadwin Avenue~~ George Washington Way;

~~168~~171. North side of Williams Boulevard from Kimball Avenue to 170 feet east of Kimball Avenue;

~~169. South side of Williams Boulevard from George Washington Way to 170 feet west of George Washington Way;~~

~~170~~172. South side of Williams Boulevard from Goethals Drive to 170 feet west of Goethals Drive;

~~171. South side of Williams Boulevard from Guyer Avenue to 170 feet west of Guyer Avenue;~~

~~172~~173. South side of Williams Boulevard from Jadwin Avenue to 170 feet west of Jadwin Avenue;

~~173~~174. East side of Wright Avenue from Duportail Street to 120 feet south of Duportail Street;

~~174~~175. West side of Wright Avenue from Duportail Street to 350 feet north of Duportail Street;

~~175~~176. Both sides of Reata Road from Leslie Road to west city limits;

~~176~~177. Both sides of Gillespie Street from Goethals Drive to Stevens Drive;

~~177~~178. Both sides of Trowbridge Boulevard from Dallas Road to end of road;

~~178~~179. Both sides of Bella Coola Lane – Trowbridge Boulevard to end of road;

~~179~~180. Both sides of Dallas Road from 1,000 feet south of Trowbridge Boulevard (south city limits) to 1,115 feet north of Ava Way (north city limits);

~~180~~181. North side of Mansfield Street from 180 feet west of Jadwin Avenue to 310 feet west of Jadwin Avenue;

~~181~~182. Both sides of Shockley Road from Keene Road to Queensgate Drive;

~~182~~183. Both sides of Westcliffe Boulevard from Keene Road to Meadow Hills Drive;

~~183~~184. Both sides of Englewood Drive from Keene Road to 880 feet northeast of Keene Road;

~~184~~185. North side of Gage Boulevard from Sequoia Avenue to Morency Drive;

~~185~~186. East side of Kambeth Court from Hanstead Street to 250 feet north of Hanstead Street;

~~186~~187. Both sides of Van Giesen Street from Jadwin Avenue to Johnston Avenue;

~~187~~188. North side of Snyder Street from Harris Avenue to 280 feet east of Harris Avenue, and from 430 feet east of Harris Avenue to 550 feet east of Harris Avenue;

~~188~~189. South side of Snyder Street from Harris Avenue to 550 feet east of Harris Avenue;

~~189~~190. North and west side of Hains Avenue from George Washington Way to a point 680 feet from George Washington Way.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: March 7, 2021



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 05-21, Amending Richland Municipal Code Sections 19.20.010 and 27.04.010 related to Procedures for Processing Sign Permits

Department:
City Attorney

Ordinance/Resolution Number:
05-21

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 05-21, amending Richland Municipal Code Sections 19.20.010 and 27.04.010 related to procedures for processing sign permits.

Summary:

Over the past several years, amendments to the Richland Municipal Code have been adopted to send land use-related quasi-judicial hearings to the Richland Hearing Examiner. Staff recently identified an appeal pathway for sign permits that involved decisions by the sign code administrator and/or the Richland Planning Commission with appeal to the Richland City Council.

Ordinance No. 05-21 will amend the appeal pathway by centralizing the initial decision with the sign code administrator, and sending appeals to the Richland Hearing Examiner. The relevant fees are also being updated to reflect the cost for appeal of an administrative decision.

Staff recommends approval of Ordinance No. 05-21 for second reading and passage.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 05-21

ORDINANCE NO. 05-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Sections 19.20.010 and 27.04.010 related to procedures for processing sign permits.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to resolve conflicts and eliminate ambiguity; and

WHEREAS, edits to Chapters 19.20 and 27.04 RMC are necessary to provide an efficient appeal process for denial of temporary sign permits.

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

Section 1. Richland Municipal Code Section 19.20.010, entitled Procedures for processing development permits, as first enacted by Ordinance No. 12-96, and last amended by Ordinance No. 23-20, is hereby amended as follows:

19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, Type III, or Type IIIA. Legislative decisions are Type IV actions, and are addressed in RMC 19.20.050. Exclusions from the requirements of project permit application processing are contained in RMC 19.20.070.

A. Type I permits include the following types of permit applications:

1. Minor revisions to planned unit developments;
2. Final approvals of planned unit developments;
3. Short plats;
4. Small binding site plans;
5. Minor revisions to preliminary plats;
6. Minor revisions to site plans;
7. Minor revisions to special use permits;
8. Minor revisions to shoreline substantial development permits;
9. Minor new substantial development permits that meet any of the following criteria:
 - a. Single-family residences not constructed by an owner, lessee, or contract purchaser for their own use;

- b. Single-family nonexempt docks; and
 - c. New developments on a site of one acre or less and with a cost of less than \$500,000;
10. Accessory dwelling units;
11. Extension of preliminary plat approvals;

12. Administrative and special sign permits.

B. Type II permits include the following types of permit applications:

- 1. Shoreline substantial development permits not classified as Type I permits or major revisions thereof;
- 2. Large binding site plans;
- 3. Site plan approvals or major revisions thereof;
- 4. Building height exceptions;
- 5. Design review – acceptance of alternative design standards;
- 6. Schools on small sites;
- 7. Joint use parking reductions;
- 8. Special sign permits;
- 9. Special use permits or major revisions thereof.

C. Type III permits include the following types of permit applications:

- 1. Preliminary plats or major revisions thereof;
- 2. Plat alterations or vacations.

D. Type IIIA permits include the following types of permit applications:

- 1. Site-specific rezones;
- 2. Planned unit developments – preliminary approvals.

E. Type IV permits include the following types of permit applications:

1. Zoning code text and zoning district amendments;
2. Adoption of development regulations and amendments;
3. Area-wide rezones to implement new city policies;
4. Adoption of the comprehensive plan and any plan amendments; and
5. Annexations.

Section 2. Richland Municipal Code Section 27.04.010, entitled Application process, as first enacted by Ordinance No. 03-89, and last amended by Ordinance No. 08-19, is hereby amended as follows:

RMC 27.04.010 Application process.

A. Permits. No sign governed by the provisions of this code shall be erected, altered, or relocated by any person, firm, or corporation without a permit issued by the city.

1. Administrative sign permits are a Type I permit under RMC 19.20.010.

~~42.~~ Application for a sign permit shall be made in writing to the sign code administrator on forms furnished by that office. The sign code administrator and the city building inspector shall determine the conformity of the sign design to the ordinances and codes of the city of Richland, and if found in conformance, shall issue the sign permit.

~~23.~~ A sign permit shall become null and void if the work for which the permit was issued has not commenced within 180 days of its issuance.

~~34.~~ No new permit shall be required for normal maintenance or repair of a sign or sign structure for which a permit has been previously issued.

~~45.~~ The sign code administrator may revoke the permit for any sign which is erected or altered in violation of the terms, conditions, and requirements of this code or of the terms and conditions specified in such permit. Appeal from denial or revocation of a sign permit or from failure of the sign code administrator to act on a permit application may be taken to the Hearing Examiner, ~~city council~~.

B. Special Sign Permits. Application for a special sign permit shall be made in writing to the sign code administrator on forms provided by that office. Special sign permits are a Type I permit under RMC 19.20.010. Special sign permits may be granted upon demonstration of meeting the following criteria:

1. Literal interpretation and application of the provisions of this code will not allow reasonable opportunity for a sign or signs;

2. Granting of a special sign permit will not result in more signs being constructed than would normally be allowed under the provisions of this code;
3. Granting of a special sign permit will not affect the ability of adjacent users to comply with the provisions of this code;
4. The special sign permit requested will not result in a sign which exceeds the dimensional provisions of this code by more than 35 percent; and
5. Documentation is made, to the satisfaction of the city, that the special sign permit requested is the minimum exception to the provisions of this code necessary for the intended use, and the permit will not result in a prohibited sign.

Upon a finding by the sign code administrator ~~city~~ that the above criteria have been met, a special sign permit will be issued. ~~Where the special permit will result in a sign which does not exceed the dimensional provisions of this code by more than 15 percent, the permit shall be processed by the sign code administrator.~~ The sign code administrator may revoke the special permit for any sign which is erected or altered in violation of the terms, conditions, and requirements of this code or of the terms and conditions specified in such permit.

~~Where the special sign permit will result in a sign which exceeds the dimensional provisions of this code by more than 15 percent, the permit application shall be forwarded to the planning commission for consideration. The commission shall make a finding based on the above criteria and may approve, deny, or modify the permit as the commission deems appropriate.~~

In cases where the sign code administrator ~~or the planning commission~~ has denied, revoked, or failed to act on a special sign permit, the applicant may appeal such decision to the Hearing Examiner. ~~city council.~~

C. Temporary Sign Permits. Application for a temporary sign permit shall be made in writing to the sign code administrator on forms furnished by that office. If a need for a temporary sign permit exists, the sign code administrator shall determine conformity of the temporary sign design with applicable codes/ordinances of the city of Richland and then request the building inspector to issue the temporary permit. Temporary sign permits shall be valid for 60 days unless specified otherwise in this title.

D. Sign Permit Fees. Fees for sign permits shall accompany the permit application and are based upon size of the sign as follows:

SIZE	FEE
Less than 25 sq. ft. in surface area	\$20.00
25 sq. ft. and larger surface area	\$40.00
Freeway interchange sign greater than 25 feet in height	\$100.00

SIZE	FEE
Fees associated with special sign permits are as follows:	
Administrative/ special permit application	\$25.00
Permit requiring planning commission/ city manager approval (RMC 27.08)	\$50.00
Appeal to city council hearing examiner	\$25.00 \$565.00
Temporary sign permit	\$5.00

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: March 7, 2021



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 24-21, Authorizing a Firehouse Subs Public Safety Foundation Grant Application for Automated External Defibrillators

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

24-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 24-21, authorizing a Firehouse Subs Public Safety Foundation grant application for automated external defibrillators in furtherance of the City's Heart Safe Richland initiative.

Summary:

The Firehouse Subs Public Safety Foundation provides funding to impact the lifesaving capabilities of first responders and public safety organizations and their communities. One of the Foundation's main funding areas is to provide first responders with lifesaving equipment, such as extrication tools, thermal imaging cameras, bulletproof vests, and AEDs, among other similar items.

In June 2019, City Council proclaimed support of the Richland Fire & Emergency Services' Heart Safe Richland initiative. Richland Fire & Emergency Services has been working to increase cardiac arrest survivability in our community through hands-only CPR and AED classes. Richland Fire & Emergency Services has identified the need to purchase additional AEDs to continue building a robust program. Placement of devices in all staff vehicles, where there currently are none, or where devices are nearing end-of-life will provide rapid deployment of AEDs from first responders within the department. Additional purchases will be used for the Richland Fire & Emergency Services AED Loaner Program, which allows groups or organizations to borrow AEDs for large public gatherings or events in alignment with Title 20 RMC requirements. And lastly, any remaining AEDs purchased will be strategically placed throughout Richland to promote public access to these devices for use in cardiac emergencies.

Approval of Resolution No. 24-21 authorizes staff to apply for the current round of grant funding through the Fire House Subs Foundation.

Staff recommends approval of Resolution No. 24-21.

Fiscal Impact:

Matching funds are not required. If the grant application is approved, additional revenue will be available for the AED project in an amount not to exceed \$50,000.

Attachments:

- I. Resolution No. 24-21

RESOLUTION NO. 24-21

A RESOLUTION of the City of Richland authorizing an application to the Firehouse Subs Public Safety Foundation for funding to purchase automated external defibrillators.

WHEREAS, the City of Richland has proclaimed support of the Richland Fire & Emergency Services Department's Heart Safe Richland initiative; and

WHEREAS, the purchase of additional automated external defibrillators (AEDs) as part of the Heart Safe Richland initiative is an integral part of improving cardiac arrest survivability in the community; and

WHEREAS, the Firehouse Subs Public Safety Foundation provides grant funding opportunities for the purchase of lifesaving equipment for public safety organizations and their communities; and

WHEREAS, the Foundation's grants require no matching funds, thereby reducing the budget impact to the City for the purchase of these items.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to prepare and submit an application to the Firehouse Subs Public Safety Foundation for funding to purchase automated external defibrillators.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 25-21, Setting the Date for a Public Hearing to Consider the Allenwhite Drive Annexation

Department:

Development Services

Ordinance/Resolution Number:

25-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 25-21, setting the date of May 4, 2021 for a public hearing to consider the proposed Allenwhite Drive annexation.

Summary:

Prior to holding a public hearing on the proposed annexation of approximately 3.63 acres of land located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive into the city limits, City Council must first adopt a resolution formally setting the date for the public hearing to occur.

Public hearings for annexation requests shall be heard no less than 75 days from the date the City Clerk mails a certified letter consisting of a Notification of Annexation to various local and state entities. Establishing a public hearing date of May 4, 2021 provides the Richland City Clerk with adequate time to distribute the public notice while meeting the 75-day requirement.

Staff recommends adoption of Resolution No. 25-21.

Fiscal Impact:

Annexing the subject properties will result in additional tax revenue for the City.

Attachments:

- I. Resolution No. 25-21

RESOLUTION NO. 25-21

A RESOLUTION of the City of Richland setting a date for a public hearing to consider the proposed annexation of approximately 3.63 acres located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive in Section 23, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, a petition for annexation to the City of Richland has been received from the owners representing eighty-four point fifty-four percent (84.54%) of valuation for the annexation of the described property, attached hereto as **Exhibit A**; and

WHEREAS, RCW 35.13.130 sets forth requirements that an annexation petition must be signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned; and

WHEREAS, such petition was duly certified by the Benton County Auditor on January 5, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held on **May 4, 2021** is hereby established as the date in which Council will conduct a public hearing to consider the annexation petition.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A

Legal Description for Proposed Allenwhite Drive Annexation

The Allenwhite Drive annexation consists of the following:

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 1, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 2, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

PORTION DEFINED AS FOLLOWS: THAT PORTION OF THE WEST HALF OF THE SOUTHWEST DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE SOUTH 89° 33' 42" EAST ALONG SOUTH LINE THEREOF A DISTANCE OF 895.03 FEET, THENCE NORTH 01° 14' 30" EAST A DISTANCE OF 1734.09 FEET, THENCE NORTH 49° 9' 30" WEST A DISTANCE OF 185 FEET, THENCE SOUTH 40° 50' 30" WEST 187 FEET TO TRUE POINT OF BEGINNING, THENCE NORTH 40° 50' 30" EAST 187 FEET THENCE NORTH 49° 9' 30" WEST 128 FEET, SOUTH 40° 50' 30" WEST 187 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO POINT OF BEGINNING. TOGETHER WITH EASEMENTS 11-5-75.

PORTION OF THE WEST HALF OF THE SOUTHWEST DEFINED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 500 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 3, THENCE SOUTH 73° 43' EAST 265.50 FEET, THENCE NORTH 26° 28' EAST 250 FEET, THENCE SOUTH 55° 00' 09" EAST 202.24 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55° 00' 09" EAST 200 FEET, THENCE SOUTH 26° 28' WEST 208.13 FEET TO A POINT, THENCE NORTH 59° 51' 30" WEST 47.97 FEET TO A POINT THENCE NORTH 68° 03' 30" WEST 100 FEET TO A POINT, THENCE NORTH 38° 11' 18" WEST 55.62 FEET TO A POINT, THENCE NORTH 26° 28' EAST 220 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF NORTHWEST SOUTHWEST, DEFINED AS FOLLOWS: BEGINNING AT A POINT OF WEST LINE OF SAID SECTION, 500 FEET SOUTH OF SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY #3, THENCE SOUTH 73° 43' EAST 265.5 FEET, THENCE NORTH 26° 28' EAST 250 FEET TO TRUE POINT OF BEGINNING, THENCE SOUTH 26° 28' WEST 250 FEET, THENCE SOUTH 63° 32' EAST 200 FEET, THENCE NORTH 26° 28' EAST 220 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO TRUE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS OVER EXISTING 15' ROADWAY

OVER NORTHWEST SOUTHWEST. SUBJECT TO EASEMENT AND RESTRICTION OF RECORD.

ADDITIONALLY, THE PORTION OF THE PRIVATE ROAD THAT LIES WITHIN THE PROPOSED ANNEXATION AREA AND/OR ADJACENT TO THE PROPOSED ANNEXATION AREA IS INCLUDED IN THIS ANNEXATION INCLUDING: ALLENWHITE DRIVE.

This description includes the following **County Parcel Identification Numbers**:

123983013110001
123983013110002
123983000006000
123983000004000
123983000003000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 26-21, Setting the Date for a Public Hearing to Consider the Tiegs Annexation

Department:
Development Services

Ordinance/Resolution Number:
26-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 26-21, setting the date of May 4, 2021 for a public hearing to consider the Tiegs annexation.

Summary:

Prior to holding a public hearing on the proposed annexation of approximately 76.54 acres of land located at or near 1106 N. Jurupa Road into the city limits, City Council must first adopt a resolution formally setting the date for the public hearing to occur.

Public hearings for annexation requests shall be heard no less than 75 days from the date the City Clerk mails a certified letter consisting of a Notification of Annexation to various local and state entities. Establishing a public hearing date of May 4, 2021 provides the Richland City Clerk with adequate time to distribute the public notice while meeting the 75-day requirement.

Staff recommends adoption of Resolution No. 26-21.

Fiscal Impact: Annexation of the proposed site will result in additional tax revenue for the City.

Attachments:

- I. Resolution No. 26-21

RESOLUTION NO. 26-21

A RESOLUTION of the City of Richland setting a date for a public hearing to consider the proposed annexation of approximately 76.54 acres located at 1106 N. Jurupa Road in Section 34, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, a petition for annexation to the City of Richland has been received from the owners representing one hundred percent (100%) of valuation for the annexation of the described property, attached hereto as **Exhibit A**; and

WHEREAS, RCW 35.13.130 sets forth requirements that an annexation petition must be signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned; and

WHEREAS, such petition was duly certified by the Benton County Auditor on January 19, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held on **May 4, 2021** is hereby established as the date on which Council will conduct a public hearing to consider the annexation petition.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A

Legal Description for Proposed Badger Mountain Vineyard Annexation

The Badger Mountain Vineyard annexation consists of the following:

SHORT PLAT NO. 1576, LOT 1

SHORT PLAT NO. 2275, LOTS 1 & 2. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHORT PLAT NO. 1406, LOT 1.

A PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34. THENCE NORTH 89° 31'37" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2453.68 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 61° 58'01" EAST A DISTANCE OF 646.32 FEET TO A POINT OF CURVE. THENCE NORTH- EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 93° 57'20", A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET TO A POINT OF TANGENT. THENCE NORTH 31° 59'19" WEST A DISTANCE OF 1096.53 FEET. THENCE NORTH 58° 00'41" EAST A DISTANCE OF 122.50 FEET. THENCE NORTH 53° 33'55" EAST A DISTANCE OF 90.27 FEET. THENCE SOUTH 79° 34'06" EAST A DISTANCE OF 131.71 FEET. THENCE NORTH 10° 25'54" EAST A DISTANCE OF 9.16 FEET. THENCE SOUTH 79° 34'06" EAST A DISTANCE OF 120.00 FEET. THENCE SOUTH 10° 25'54" WEST A DISTANCE OF 31.13 FEET. THENCE SOUTH 64° 22'01" EAST A DISTANCE OF 196.70 FEET TO A POINT ON CURVE. THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 10° 20'47", A RADIUS OF 280.00 FEET, A CHORD BEARING SOUTH 20° 27'35" WEST, AN ARC DISTANCE OF 50.56 FEET TO A POINT OF TANGENT. THENCE SOUTH 74° 42'48" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 120.00 FEET. THENCE SOUTH 02° 03'01" EAST A DISTANCE OF 91.96 FEET. THENCE SOUTH 39° 48'15" EAST A DISTANCE OF 237.31 FEET. THENCE SOUTH 34° 25'29" EAST A DISTANCE OF 897.72 FEET. THENCE SOUTH 68° 51'04" EAST A DISTANCE OF 907.79 FEET. THENCE SOUTH 65° 59'57" EAST A DISTANCE OF 265.85 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 34. THENCE SOUTH 00° 33'17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34. THENCE SOUTH 89° 31'37" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2864.83 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 85.62 ACRES. SEGREGATED PER REQUEST OF OWNER SURVEY #464-A. TOGETHER WITH PORTION DEFINED AS FOLLOWS: A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID

SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00", A RADIUS OF 883.50 FEET, AND AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" E A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93° 57' 20", A RADIUS OF 866.33 FEET AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE 156.50 FT (S/B 132.50 FT ?): THENCE NORTH 58° 00' 41" EAST, A DISTANCE 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FT TO A PT OF CURVE: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 93° 57' 20" A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET: THENCE SOUTH 61° 58' 08" WEST A DISTANCE OF 646.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 736.04 FEET TO THE TRUE POINT OF BEGINNING. LESS ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEROF A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" AND A RADIUS OF 883.50 FEET AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" EAST A DISTANCE 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93° 57' 20" AND A RADIUS OF 866.33 FEET, AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 132.50 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 26.77 FEET: THENCE SOUTH 59° 24' 24" WEST RADIAL TO SAID CURVE A DISTANCE OF 116.50 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 92° 33' 37" A RADIUS OF 982.83 AND A CHORD BEARING SOUTH 15° 41' 13" WEST, AN ARC DISTANCE OF 1587.75 FEET: THENCE SOUTH 61° 58' 01" WEST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12° 00' 00", AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 209.44 FEET: THENCE SOUTH 73° 58' 01" WEST A DISTANCE OF 6.05 FEET TO THE SOUTH LINE OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 43.31 FEET TO THE TRUE POINT OF BEGINNING.(DEED DATED 5/14/82) LESS ANY PORTION LYING WITHIN

FOLLOWING DESCRIBED PARCEL (ALSO AKA SHORT PLAT #1576) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 2151.94 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 6.05 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" A RADIUS OF 1000.00 FEET AN ARC DISTANCE OF 209.44 FEET : THENCE NORTH 61° 58' 01" EAST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 48' 21" AND A RADIUS OF 982.83 FEET AN ARC DISTANCE OF 408.36 FEET: THENCE NORTH 89° 31' 37" EAST A DISTANCE OF 839.64 FEET: THENCE SOUTH 00° 33' 17" EAST A DISTANCE OF 660.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1974.41 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT #1576) ALSO LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL. (AKA SHORT PLAT #1406) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 650.00 FEET. THENCE NORTH 00° 33' 17" WEST A DISTANCE OF 1471.85 FEET: THENCE SOUTH 68° 51' 04" EAST A DISTANCE OF 439.33 FEET: THENCE SOUTH 65° 59' 57" EAST A DISTANCE OF 265.85 FEET TO THE EAST LINE OF SECTION 34: THENCE SOUTH 00° 33' 17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT #1406) SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. LESS ANY PORTION OF THE FOLLOWING PARCEL #134984000001002. DESCRIBED AS FOLLOWS: THE PORTION OF SECTION 34, TOWNSHIP 9, RANGE 28 EAST, W.M. DEFINED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 34, THENCE SOUTH 00° 45' 08" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2669.38 FEET, THENCE SOUTH 89° 51' 32" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION A DISTANCE OF 2160 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32° 07' 47" AND A RADIUS OF 570 FEET, AN ARC DISTANCE OF 319.64 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 227.40 FEET TO THE TRUE POINT OF BEGINNING: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1289.03 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1022.84 FEET, AN ARC DISTANCE OF 24.91 FEET: THENCE NORTH 59° 24' 24" EAST RADIAL TO SAID CURVE A DISTANCE OF 608.78 FEET: THENCE NORTH 34° 25' 29" WEST A DISTANCE OF 357.72 FEET: THENCE NORTH 39° 48' 15" WEST A DISTANCE OF 237.31 FEET: THENCE NORTH 02° 03' 01" WEST A DISTANCE OF 91.96 FEET: THENCE NORTH 74° 42' 48" WEST A DISTANCE OF 120 FEET TO A POINT ON A CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 20' 47" A RADIUS OF 280 FEET AND A CHORD BEARING

NORTH 20° 27' 35" EAST ANA ARC DISTANCE OF 50.56 FEET: THENCE NORTH 64° 22' 01" WEST A DISTANCE OF 196.70 FEET: THENCE NORTH 10° 25' 54" EAST A DISTANCE OF 31.13 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 120 FEET: THENCE SOUTH 10° 25' 54" WEST A DISTANCE OF 9.16 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 131.71 FEET: THENCE SOUTH 53° 33' 55" WEST A DISTANCE OF 90.27 FEET: THENCE SOUTH 58° 00' 41" WEST A DISTANCE OF 199 FEET TO A LINE EXTENDED SOUTH 31° 59' 19" EAST: THENCE NORTHERLY ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

This description includes the following **County Parcel Identification Numbers**:

134984011576001
134984000002002
134984012275002
134984012275001
134984011406001



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 27-21, Authorizing a Consultant Agreement with Parametrix, Inc. for 2021 Environmental Monitoring at the Horn Rapids Landfill

Department:
Public Works

Ordinance/Resolution Number:
27-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 27-21, authorizing the City Manager to sign and execute an agreement with Parametrix, Inc. for the 2021 environmental monitoring, sampling, landfill gas collection operations support, and reporting services at the Horn Rapids Landfill.

Summary:

Washington State regulations require environmental monitoring of the City's Horn Rapids Landfill ("Landfill"). In 2017, the City and the Washington State Department of Ecology entered into Agreed Order No. DE1317 to define an expanded scope of environmental monitoring for the Landfill.

More than ten years ago, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant through a competitive solicitation process. Parametrix, Inc. has completed many groundwater monitoring reports for the Landfill, and has participated in consultant meetings with Ecology and the Benton-Franklin Health District to negotiate the terms of the Agreed Order and required Work Plan. The Work Plan is presently at about the half-way point of completion. Parametrix, Inc.'s long experience supporting the City's environmental issues at the Landfill provide the City with unique value not easily replicated by another consultant.

Since 2011, the City has also operated a landfill gas collection and disposal system at the Landfill. Operation of that system requires regular monitoring and operational tuning. Parametrix, Inc. has performed analysis of the landfill gas collection system, and advised staff on the required tuning adjustments.

A proposed consultant agreement has been negotiated under which Parametrix, Inc. is tasked with completing work required to achieve compliance with state regulations applicable to the City's landfill. Staff believes the agreement represents a good value for the City.

Staff recommends adoption of Resolution No. 21-17.

Fiscal Impact:

The Expert Services budget for Solid Waste Disposal will fund this contract to its estimated total value of \$94,701. This budget line item has \$160,000 available.

Attachments:

1. Resolution No. 27-21
2. Draft 2021 Landfill Monitoring, Sampling, Reporting with Parametrix

RESOLUTION NO. 27-21

A RESOLUTION of the City of Richland authorizing a consultant agreement with Parametrix, Inc. for the 2021 environmental monitoring, sampling, landfill gas collection operations support, and reporting services at the Horn Rapids Landfill.

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

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

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

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

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

WHEREAS, since 2011, the City has operated a landfill gas collection and disposal system at the Landfill; and

WHEREAS, operation of the landfill gas collection system requires regular monitoring and operational tuning; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Parametrix, Inc. for 2021 environmental monitoring, sampling, landfill gas collection system operations support, and reporting services at the Horn Rapids Landfill.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2021 Horn Rapids Landfill Environmental Monitoring

This Agreement is entered into this _____ day of March, 2021 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Parametrix, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 719 2nd Avenue, Suite 200, Seattle, WA. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by April 30, 2021.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 30, 2021.

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 **Ninety-Four Thousand Seven Hundred One Dollars and Forty-Four Cents (\$94,701.44)**, 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Steve Emge, P.E.
Name of Firm: Parametrix, Inc.
Address: 719 2nd Ave, Suite 200
Address: Seattle, WA 98104
Email: semge@parametrix.com
Phone Number: 206-394-3700
Fax Number: 855-542-6353

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
Interim City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See attached

Draft

EXHIBIT A – SCOPE OF WORK

CITY OF RICHLAND PUBLIC WORKS DEPARTMENT SERVICE AGREEMENT FOR ENGINEERING SERVICES

2021 SERVICE YEAR:

2021 ENVIRONMENTAL MONITORING SERVICES

Leader: Lisa Gilbert, LHG

Background:

Parametrix has developed this scope of work for conducting environmental monitoring and preparing environmental monitoring reports for 2021, as requested by The City of Richland Public Works Department (City). The environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*.

Task 01 - 2021 Quarterly Groundwater and Lysimeter Sampling

Objective:

Provide one personnel to conduct four quarterly groundwater sampling events during 2021 (March, June, September, November) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

One Parametrix field technician, with assistance from one City of Richland personnel will conduct the sampling events. Monitoring includes collecting groundwater samples quarterly during 2021 and assisting the City in collecting lysimeter samples annually (if leachate is present). In addition, a new Grundfos Redi-flo 2 dedicated submersible pump has been budgeted and may be purchased, and installed if one of the existing groundwater pumps fail, and, if so, an evaluation will be performed on the existing pump to determine whether it should be refurbished as a backup.

Deliverables:

Parametrix will provide the following deliverables:

- Field data sheets for each well documenting field measurements.
- Samples provided to laboratory for analysis.
- If required, install a new groundwater pump and perform analysis on the failed pumped.

SCOPE OF WORK (CONTINUED)

Assumptions:

- Each field event will be conducted during two field days and will include collecting samples from eleven groundwater monitoring wells, including one duplicate sample.
- Additional samples will be collected at one monitoring well for Appendix III parameters during the second quarter.
- Leachate samples will be collected (if present) during the third quarter.
- The analytical laboratory will be under direct contract to the City. Parametrix will assist the City in requested estimated costs from laboratory.
- The City will provide personnel trained for groundwater sampling and confined lysimeter vault entry.
- Costs include purchase of one new Grundfos electrical submersible dedicated pump.

Task 02 - 2021 Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2021 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second, and Third quarters in the general format previously used by Parametrix during 2020. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data.

Deliverables:

Draft (PDF via email) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2021 (four copies). The final reports will be submitted within 60 days after receipt of the quarterly analytical data.

SCOPE OF WORK (CONTINUED)

Assumptions:

- Data will be prepared for eleven groundwater samples and one field duplicate (Appendix I and II parameters), and one groundwater and one leachate sample (Appendix III).
- The quarterly reports will include the landfill gas probe monitoring data collected by the City as described in Task 04.
- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with authorization to use the Sanitas® groundwater program used to conduct statistical analyses, and the City will pay the annual license fee directly to Sanitas.

Task 03 – 2021 Annual Environmental Monitoring Report

Objective:

Prepare annual report documenting the results of the four quarterly 2021 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare annual report summarizing the data collected during 2021, in the general format previously used during 2020. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data.

Deliverables:

Draft (PDF via e-mail) and Final Environmental Monitoring Annual Report for 2021 (four copies and PDF via e-mail). The final report will be submitted by April 1, 2022.

SCOPE OF WORK (CONTINUED)

Assumptions:

- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.

Task 04 – 2021 Landfill Gas Support

Objective:

Provide continuing engineering and operations services for the City's landfill gas system from April 2021 through March 2022.

Approach:

This task will provide the following tasks:

- Assist the City staff in continuing operation of the landfill gas system at the Horn Rapids Landfill. This work is assumed to consist of communications (both written and oral) concerning landfill gas operations. This work is assumed to require 2 hours/month. Additional time and travel expenses are included for one field visit (8 hours) between the Project Engineer and City staff.
- Provide City operations staff summary of monitoring, which will provide proper and recommend landfill gas system adjustments to the wellfield on an anticipated schedule of every three weeks. This work is included in the above stated task.
- Provide assistance to the City landfill manager on reporting Greenhouse Gas emissions to the EPA website and Ecology with regards to the landfill gas system. This work is assumed to require 6 hours.
- Prepare an annual letter report to communicate landfill gas system operations from the past year to agency staff that satisfies the *Benton Clean Air Authority, Order of Approval No. OA 2019-0002*. This work is assumed to require 6 hours.

Deliverables:

This task will provide the following deliverables:

- Gas system data evaluation and recommended adjustments to the landfill gas system based on City operations staff monitored data.

SCOPE OF WORK (CONTINUED)

- Prepare and submit 2021 annual letter report (four and PDF via email) for the Horn Rapids Landfill gas system.

Assumptions:

- The City staff will provide monitoring of the flare facility on a weekly basis, the entire active landfill gas system on a monthly basis, and the gas probes quarterly.

Task 05 – Gas Probe Installation Oversight

Objective:

Oversee the installation of three new gas probes (GP-13, GP-14, and GP-15) in the Expansion Area.

Approach:

Provide observation and documentation of the three gas probes.

Deliverables:

Field observation letter report on the gas probe installation, which will contain the probe installation logs.

Assumptions:

- The work assumes three field days for the installation of the probes, monument, and bollards.
- The City will contract directly with the driller.

Client: City of Richland
Project: Horn Rapids Environmental Monitoring
Project No: 5553820004

Burdened Rates:	Principal Consultant	Dwight E. Miller											
	Project Controls Specialist	Shanon L. Harris											
	Sr Planner	Laura B. Lee											
	Sr Hydrogeologist	Lisa A. Gilbert											
	Sr Scientist/Biologist	Margaret E. Spence											
	Publications Supervisor	Debra M. Fetherston											
	Sr Contract Administrator	Jean N. Johnson											
	Designer IV	Butch R. Purganan											
	Sr Engineer	Alan T. Butler											
	Sr Engineer	Ian K. Sutton											
	Scientist/Biologist III	Trey J. Parry											
	Engineer II	Drew O. Norton											
	Project Accountant	Jessica M. Lavaris											
	Hydrogeologist IV	Michael P. Brady											
	\$319.42	\$125.98	\$171.90	\$215.97	\$204.29	\$141.28	\$154.98	\$158.14	\$192.00	\$217.89	\$123.49	\$118.91	\$108.35

Task	SubTask	Description	Labor Dollars	Labor Hours														
11		2021 Environmental Monitoring	\$83,528.94	519	3	16	76	86	20	28	1	21	4	30	96	48	12	78
11	01	2021 Quarterly GW & Lysimeter Sampling	\$18,345.90	130				16						6	96			12
11	02	2021 Quarterly Environmental Monitoring Rpts	\$32,379.09	185		12	52	48	12	18	1	9		9			12	12
11	03	2021 Annual Environmental Monitoring Rpt	\$12,852.19	69	2		24	16	8	6		4		3				6
11	04	Landfill Gas Support	\$10,828.82	75	1	4				2		4	4	12		48		
11	05	Gas Probe Installation Oversight	\$9,122.94	60				6		2		4						48

Labor Totals:	\$83,528.94	519	3	16	76	86	20	28	1	21	4	30	96	48	12	78
Escalation Amt:	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	\$83,528.94		\$958.26	\$2,015.68	\$13,064.40	\$18,573.42	\$4,085.80	\$3,955.84	\$154.98	\$3,320.94	\$768.00	\$6,536.70	\$11,855.04	\$5,707.68	\$1,300.20	\$11,232.00

Other Direct Expenses	
Lodging	\$1,288.00
Meals	\$644.00
Mileage - \$0.575/mile	\$1,800.00
Other Direct Costs	\$7,440.50
Other Direct Expenses Total:	\$11,172.50

Project Total \$94,701.44



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 29-21, Rejecting the Bid received for the Wastewater Treatment Plant Digester Improvements and Replacement Generator Project

Department:
Public Works

Ordinance/Resolution Number:
29-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 29-21, rejecting the bid received for the Wastewater Treatment Plant Digester Facility Improvements and Standby Generator Replacement project and directing staff to rebid the project.

Summary:

The City of Richland owns and operates a Wastewater Treatment Plant located at 555 Lacy Road, the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater. The City's 2021-2026 Capital Improvement Plan includes a program titled Wastewater Treatment Plant Infrastructure Replacement Program, which is an ongoing program that invests in the plant to maintain it in good working order. In 2020 and 2021, the intended work included replacing electrical control equipment at the solids digester building and replacement of the facility's standby generator.

Last year, RH2 Engineering, Inc. was hired to prepare the project's design documents. This past month, competitive bids were solicited in accordance with the City's purchasing policies. On February 16, 2021, a single bid was received by Vincent Brothers, LLP, totaling nearly \$2 million and exceeding the engineer's estimate by nearly \$500,000. RH2 Engineering, Inc.'s analysis of the bid suggests that a restructured bid package will likely produce more favorable bid participation and results.

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

Staff recommends adoption of Resolution No. 29-21.

Fiscal Impact: Minor staff time and consultant services are needed to reject the bid and prepare for revised bid solicitations. These costs will be absorbed in the capital program budget.

Attachments:

1. Resolution No. 29-21
2. Bid Tab - WWTF Digester Improvements & Standby Generator Replacement

RESOLUTION NO. 29-21

A RESOLUTION of the City of Richland rejecting the bid received for the Wastewater Treatment Plant Digester Facility Improvements and Standby Generator Replacement Project.

WHEREAS, the City of Richland owns and operates a Wastewater Treatment Plant, the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater in accordance with state and federal regulations; and

WHEREAS, the City's 2021-2026 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Plant Infrastructure Replacement Program, which includes funding intended to support the Digester Facility Improvements and Standby Generator Replacement efforts; and

WHEREAS, RH2 Engineering, Inc., acting as the City's design engineering consultant, prepared the project design documents; and

WHEREAS, competitive bids were solicited in accordance with the City's purchasing policies, with one (1) bid received by Vincent Brothers, LLP on February 16, 2021; and

WHEREAS, the bid totaled \$1,996,068, which exceeds the engineer's estimate by a substantial amount; and

WHEREAS, RH2 Engineering, Inc.'s analysis of the bid suggests that a restructured bid package will likely produce more favorable bid participation and results; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the bid received for the Wastewater Treatment Plant Digester Facility Improvements and Standby Generator Replacement Project is hereby rejected. Staff is directed to prepare the project for another bid solicitation after a comprehensive evaluation of the scope, design and budget.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: February 16, 2021	ITB # 21-0009
WWTP Digester Facility Improvements & Standby Generator Replacement	

				ENGINEER'S ESTIMATE		VINCENT BROTHERS LLP PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - DIGESTER FACILITY IMPROVEMENTS								
1	Mobilization, Demobilization, Site Prep & Clean Up.	1	LS	\$88,000.00	88,000.00	153,000.00	153,000.00		-
2	Structural.	1	LS	36,000.00	36,000.00	120,000.00	120,000.00		-
3	Mechanical.	1	LS	404,000.00	404,000.00	490,000.00	490,000.00		-
4	Finishes.	1	LS	13,000.00	13,000.00	10,000.00	10,000.00		-
5	Electrical.	1	LS	160,000.00	160,000.00	330,000.00	330,000.00		-
6	Automatic Control.	1	LS	245,000.00	245,000.00	190,000.00	190,000.00		-
7	Minor Change.	1	EST	20,000.00	20,000.00	20,000.00	20,000.00		-
SCHEDULE A - DIGESTER FACILITY IMPROVEMENTS SUBTOTAL					\$966,000.00		\$1,313,000.00		\$0.00
8.6% SALES TAX					83,076.00		112,918.00		-
SCHEDULE A - DIGESTER FACILITY IMPROVEMENTS TOTAL					\$1,049,076.00		\$1,425,918.00		\$0.00
	SCHEDULE B - WWTF STANDBY GENERATOR REPLACEMENT								
1	Mobilization, Demobilization, Site Prep & Clean Up.	1	LS	\$39,000.00	39,000.00	110,000.00	110,000.00		-
2	Site Work.	1	LS	21,000.00	21,000.00	195,000.00	195,000.00		-
3	Structural.	1	LS	32,000.00	32,000.00	80,000.00	80,000.00		-
4	Mechanical.	1	LS	12,000.00	12,000.00	25,000.00	25,000.00		-
5	Electrical.	1	LS	324,000.00	324,000.00	100,000.00	100,000.00		-
6	Minor Change.	1	EST	15,000.00	15,000.00	15,000.00	15,000.00		-
SCHEDULE B - WWTF STANDBY GENERATOR REPLACEMENT SUBTOTAL					\$443,000.00		\$525,000.00		\$0.00
0% SALES TAX					38,098.00		45,150.00		-
SCHEDULE B - WWTF STANDBY GENERATOR REPLACEMENT TOTAL					\$481,098.00		\$570,150.00		\$0.00
SCHEDULE A - DIGESTER FACILITY IMPROVEMENTS					\$1,049,076.00		\$1,425,918.00		\$0.00
SCHEDULE B - WWTF STANDBY GENERATOR REPLACEMENT					481,098.00		570,150.00		0.00
GRAND TOTAL					\$1,530,174.00		\$1,996,068.00		\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 30-21, Authorizing an Interim City Manager Contract with Jon Amundson

Department:
City Council

Ordinance/Resolution Number:
30-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 30-21, authorizing Mayor Lukson to sign and execute an interim city manager contract with Jon Amundson.

Summary:

Former City Manager Reents left the City on January 22, 2021. On January 19, 2021, Richland City Council approved Resolution No. 12-21, appointing Assistant City Manager Jon Amundson to serve as Interim City Manager during the period of time necessary for Council to evaluate and appoint a permanent City Manager. Resolution No. 12-21 contemplated that the parties would negotiate an interim city manager contract setting the terms of Mr. Amundson's temporary appointment.

Resolution No. 30-21 authorizes Mayor Lukson to execute the interim city manager contract on behalf of the City of Richland.

Fiscal Impact:

Financial considerations are set forth in the terms of the agreement. During the interim city manager period, the City will realize a net savings since the assistant city manager position has not been backfilled with new staff.

Attachments:

1. Resolution No. 30-21
2. Interim City Manager Contract - Amundson

RESOLUTION NO. 30-21

A RESOLUTION of the City of Richland authorizing an interim city manager contract with Jon Amundson.

WHEREAS, the employment of Cynthia D. Reents as City Manager ended effective January 22, 2021; and

WHEREAS, on January 19, 2021, by Resolution No. 12-21, Richland City Council appointed Assistant City Manager Jon Amundson to serve in the capacity of Interim City Manager during the period of time necessary to determine a permanent City Manager replacement; and

WHEREAS, the parties have fully negotiated an interim city manager contract governing the terms and conditions of Mr. Amundson's services as interim city manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Mayor Lukson is authorized to sign and execute the interim city manager contract with Jon Amundson.

BE IT FURTHER RESOLVED that in the event of a conflict between this Resolution and Resolution No. 12-21, this Resolution and the terms of the interim city manager contract shall control.

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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT BETWEEN
JON AMUNDSON AND THE CITY OF RICHLAND

1. PARTIES.

1.1 This Agreement is entered into and effective as of the 2nd day of March, 2021, by and between the City of Richland, Washington, a charter municipal corporation, hereinafter referred to as “City,” and Jon Amundson, hereinafter referred to as “Amundson,” for the purposes more fully set forth below. The City and Amundson are collectively referred to as “the Parties.”

2. RECITALS.

2.1 Amundson has been appointed by the City Council to serve as the Interim City Manager while the City Council undergoes an evaluation of the replacement for a permanent City Manager.

2.2 The City and Amundson desire to establish the terms and conditions of employment as set forth below.

3. COMMENCEMENT OF CONTRACT.

3.1 Agreements. Amundson accepts the employment conditions of this contract as Interim City Manager, effective March 2, 2021.

3.2 Term. Amundson’s appointment as Interim City Manager shall be in full force and effect until the date a permanent City Manager is appointed, the date terminated in the manner provided in this Agreement, or December 31, 2021, whichever is sooner.

4. COMPENSATION AND OTHER FINANCIAL CONSIDERATIONS.

4.1 Salary. The current salary for the Interim City Manager shall be \$180,377.60. Said salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. At any time during the term of this Agreement, the City Council may, in its discretion, review and adjust base salary and/or other benefits of Amundson, but in no event shall Amundson be paid less than the salary set forth above except by mutual agreement of the Parties. In addition, Amundson may be eligible for a performance-based percentage increase consistent with the year-end performance review process for unaffiliated city employees.

4.2 Vacation Leave, Sick Leave, Holidays, and Other Fringe Benefits. Amundson shall be entitled to vacation leave, sick leave, holidays, and other fringe benefits applicable to FLSA exempt/unclassified employees in accordance with the “Compensation Plan for Unaffiliated

Employees,” as now existing or as amended hereafter.

4.3 Insurance, Retirement, and Other Benefits. Amundson shall be entitled to insurance, retirement, and other benefits in accordance with Article IX of the “Compensation Plan for Unaffiliated Employees,” as now existing or as amended hereafter, using pay grade 34 to determine eligibility.

4.4 Vehicle Allowance. Amundson shall receive an automobile allowance in the amount of three hundred eighty-three dollars and eighty cents (\$383.80) per month for compensation for the use of a personal automobile on City business.

4.5 Bonding. The City shall pay for the cost of any bonding required of Amundson.

4.6 Dues, Subscriptions, and Professional Development Expenses. The City agrees, subject to annual budget authorization, to pay for professional dues and subscriptions of Amundson for participation in national, regional, state, and local associations and organizations; travel and subsistence expenses of Amundson for professional and official travel, meetings, and occasions; and travel and subsistence expenses of Amundson for short courses, institutes, and seminars, provided such dues, subscriptions, travel, and subsistence expenses are approved by the City Council in advance and are necessary for Amundson’s continued professional growth and development and for Amundson’s representation of the City. Such annual budget authorization shall be accompanied by a detailed list of the expenses to be paid for. Amundson shall notify the City Council in advance of any work-related travel outside the State of Washington.

5. DUTIES.

5.1 Generally. Amundson shall perform all the functions and duties of Interim City Manager as set forth in the job description and as specified in the Richland City Charter and Richland Municipal Code, including such duties that the City Council shall from time to time assign. Amundson further agrees that this position is a managerial position and acknowledges that Amundson will occupy a position of confidentiality with the City Council. Amundson shall perform these duties faithfully, intelligently, to the best of Amundson’s ability and in the City’s best interest, and subject to the City Council’s supervision and direction. Amundson agrees to comply with the City’s policies, standards, and regulations currently in effect or as they may be amended in the future. Amundson agrees to remain in the exclusive employ of the City during the term of this Agreement. The term "employ" shall not be construed to include occasional teaching, writing, consulting, or lecturing performed on Amundson’s time off, provided said activities are approved in advance by the City Council and in no way conflict with nor are contrary to the best interest of the City.

5.2 Hours of Work. Amundson’s work schedule shall generally be a minimum of forty hours per week. Amundson is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Amundson acknowledges the proper

performance of the Interim City Manager's duties require Amundson to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Amundson agrees to devote such additional time as is necessary for the full and proper performance of the Interim City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted in accordance with the "Compensation Plan for Unaffiliated Employees," as now existing or as amended hereafter, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

5.3 Indemnification. The City expressly agrees that it will indemnify and hold Amundson harmless from any claims, demands, suits, judgments and personal liability of any kind or nature, which claims, demands, suits, judgments, and liability arise either directly or indirectly out of the scope of Amundson's employment with the City as Interim City Manager in accordance with Chapter 2.30 of the Richland Municipal Code. This indemnification and hold harmless shall continue after Amundson's cession of employment but only insofar as it relates back to claims, demands, suits, judgments and liability arising either directly or indirectly out of the scope of employment.

6. PERFORMANCE REVIEW.

6.1 Performance Review. Between the first six to twelve months of this Agreement, the City Council shall review Amundson's job performance, unless the Parties agree otherwise. The performance review shall be in writing and in accordance with specific criteria and format considered jointly by the City Council and Amundson and/or may involve a review (such as a "360 Review") facilitated by a third-party, although the City Council shall retain the final determination on the review process. The City Council shall provide Amundson a written summary statement of its evaluation and provide adequate opportunity for Amundson to discuss with City Council and/or respond to the evaluation.

7. TERMINATION OF AGREEMENT OR EMPLOYMENT.

7.1 Termination of Agreement Without Termination of Employment.

7.1.1 This Agreement shall automatically terminate upon appointment of a permanent City Manager.

7.1.2 Either Party may terminate this Agreement without terminating Amundson's employment at any time for any reason, upon 30 days' written notice to the other party. Upon termination of the Agreement, Amundson shall return to his prior position as Assistant City Manager under the same terms and conditions that existed prior to the execution of this Agreement.

7.2 Termination of Employment

7.2.1 By City. Nothing contained herein shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Amundson at any time, subject only to the provisions of Section 4.02 of the Richland City Charter and other appropriate provisions of this Agreement.

7.2.2 If City elects to terminate Amundson's employment for any reason other than for "cause" as defined below, Amundson shall receive a lump sum payment equal to three (3) months salary as severance, rather than the two months provided for in the Richland City Charter. Any accrued vacation and/or sick leave shall be paid out in accordance with the "Compensation Plan for Unaffiliated Employees," as now existing or as amended hereafter. In consideration of such severance payment, Amundson agrees to execute a release of all claims against the City, its elected or appointed officers, employees, or agents for any claims arising out of Amundson's employment with the City or termination of Amundson's employment with the City.

7.2.3 If the City believes "cause" exists, it shall follow the procedure outlined in Section 4.02 of the Richland City Charter for removal. "Cause" shall mean a fair and honest cause or reason, regulated by good faith on the part of the City, based on facts which are supported by substantial evidence, and which the City reasonably believes to be true, and is not for any arbitrary, capricious, or illegal reason. Acts, errors, or omissions which discredit the City, materially impair the provision of orderly services to the citizens of the City, or which otherwise constitute unsatisfactory performance, as determined by the City Council, shall constitute "cause". The following are additional examples of the types of conduct which may constitute "cause" and result in termination: (1) Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances; (2) violation of a lawful duty; (3) insubordination; (4) conviction of a felony, or a misdemeanor involving moral turpitude; (5) acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City; (6) engaging in any transaction or activity which is in conflict with or incompatible with the proper discharge of official duties; (7) lack of bondability; (8) material breach of this Agreement; (9) commission of fraud; (10) violation of City personnel policies; (11) breach of fiduciary duties owed to the City; or (12) violation of applicable provisions of the ICMA Code of Ethics. The foregoing list of examples is not all-inclusive nor is it intended to identify all possible bases for termination. If Amundson is terminated for "cause," Amundson shall receive no compensation except as provided in the Richland City Charter and the "Compensation Plan for Unaffiliated Employees," as now existing or as amended hereafter.

7.2.4 By Amundson. In the event Amundson shall voluntarily terminate Amundson's employment with City for any reason, Amundson agrees to provide City with not less than sixty (60) days' prior written notice of the effective date of such termination to afford City a reasonable opportunity to find an interim or replacement Interim City Manager, unless such notice is impractical or impossible due to serious injury, disability, or death. In the event a replacement

is found who can commence employment prior to the expiration of the sixty-day notice period, the Parties agree that they shall, in good faith, negotiate an earlier termination date. If Amundson voluntarily resigns or retires, Amundson shall not receive severance pay but shall receive compensation for days worked and all other benefits to which Amundson would otherwise be entitled upon voluntary resignation or retirement.

7.2.5 Termination of Amundson's employment by the City or Amundson shall result in termination of this Agreement.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and both Parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement, the Richland City Charter, or the Richland Municipal Code, as incorporated by specific reference. The Parties to this Agreement further agree that all provisions of the Richland City Charter and Richland Municipal Code that are not specifically covered by this Agreement are in full force and effect as if set out herein.

8.2 Modification. The Parties hereby further agree that this Agreement can be amended or modified only with the written concurrence of both Parties, except for those terms set forth in the Richland City Charter or Richland Municipal Code.

8.3 Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its sole option, to continue the Agreement without the unconstitutional, invalid, or unenforceable provision or position, or to declare the Agreement void and enter negotiations with Amundson for the execution of a new agreement.

8.4 Notices. Any notices required to be given under this Agreement shall be hand delivered or sent by certified mail to the Parties at the following addresses, unless written notice of address change is provided to the other:

City: City of Richland
625 Swift Boulevard
Richland, WA 99352

Interim City Manager: Jon Amundson
369 Palm Drive
Richland, WA 99352

8.5 Waiver. Any waiver by the City of Amundson's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Amundson. No provision of this Agreement shall be deemed waived except as set forth in writing by the

Parties.

8.6 Assignment. Neither Party may assign any right or delegate any duties hereunder without the prior written consent of the other Party. This provision shall not limit Amundson from delegating duties to an Acting City Manager during temporary periods of absence or from delegating individual tasks to City staff as is normal and customary for the position of City Manager.

8.7 Controlling Law. This Agreement has been entered into and shall be construed under the laws of the State of Washington. In the event of any conflict between the terms, conditions and provisions of this Agreement and any applicable law or authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedent. Venue for any dispute arising under this Agreement shall lie in Benton County, Washington.

8.8 Dispute Resolution. In the event a formal dispute arises regarding this Agreement, Amundson and the City shall engage in nonbinding mediation prior to institution of any legal proceeding.

8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, personal representatives, and successors in interest of Amundson.

DATED AND SIGNED AS OF THE DATE FIRST WRITTEN ABOVE.

Jon Amundson, Employee

Ryan Lukson, Mayor
City of Richland

Approved as to form:

Attest:

Heather Kintzley, City Attorney

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 03-21, Approving a Site-Specific Rezone on 2.9 Acres located at 1769 Leslie Road from C-LB to C-3 subject to a Property Use and Development Agreement (Goodwill)

Department:

Development Services

Ordinance/Resolution Number:

03-21

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 03-21, approving a site-specific rezone on 2.9 acres located at 1769 Leslie Road from C-LB (Limited Business) to C-3 (General Business) subject to a Property Use and Development Agreement.

Summary:

On January 11, 2021, the Richland Hearing Examiner conducted an open-record public hearing for the proposed rezone of approximately 2.92 acres located at 1769 Leslie Road from C-LB (Limited Business) to C-3 (General Business). The property owners are Chuck and Gayle Stack of Kennewick, WA.

An existing Round Table Pizza and associated parking is present on the eastern half of the site, and the western half of the property is currently undeveloped. Goodwill Industries of the Columbia is looking to purchase the western half of the site to construct a Goodwill retail store with an enclosed and covered donation site. Staff and the Richland Hearing Examiner recommend approval of the rezone request from C-LB (Limited Business) to C-3 (General Business) since it is consistent with the Comprehensive Plan's Commercial land use designation for the area.

At the February 16, 2021 City Council meeting, first reading of Ordinance No. 03-21 was approved with the condition that a Property Use and Development Agreement be drafted for Council consideration on second reading that will eliminate uses that are incompatible with the adjacent and surrounding neighborhoods. Council, after review of the record, found that the surrounding commercial zoning was predominately C-1, and for this reason, limiting the industrial uses otherwise available in C-3 zoning would make the rezone of the lot more compatible and appropriate.

Attached is a land use matrix that illustrates the uses that, as of the date of approval, would be permitted and prohibited in light of the proposed Property Use and Development Agreement.

Staff recommends approval of Ordinance No. 03-21 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 03-21
2. Supplemental Staff Report
3. Hearing Examiner Recommendation (Goodwill)
4. Vicinity Map

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 03-21

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 2.9 acres from Limited Business (C-LB) to General Business (C-3) subject to the land use limitations of a Property Use and Development Agreement; said property being located at 1769 Leslie Road, and adopting the findings and conclusion of the Richland Hearing Examiner as the findings and conclusions of the Richland City Council with certain modifications.

WHEREAS, on January 11, 2021, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Goodwill Industries of the Columbia to change the zoning of the property located at 1769 Leslie Road; and

WHEREAS, on February 2, 2021, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, after holding a closed-record review hearing, Richland City Council has considered the record created at the January 11, 2021 public hearing and the written recommendation of the Richland Hearing Examiner.

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

Section 1. The findings and conclusions of the Richland Hearing Examiner, as provided in the February 2, 2021 written recommendation, are hereby adopted as the

findings and conclusions of the Richland City Council, with the additional finding that the predominant zoning classification for surrounding commercial properties is C-1 – Neighborhood retail business district, and the additional conclusion that limited C-3 zoning is appropriate to achieve compatibility with surrounding commercial and residential properties as accomplished through a Property Use and Development Agreement.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interest of the general public.

Section 3. Said property, depicted in **Exhibit A**, attached hereto and incorporated by this reference, is more particularly described as follows:

LOT 3, SHORT PLAT NO. 2770

Section 4. Such property is rezoned from Limited Business (C-LB) to General Business (C-3) subject to the land use limitations of the Property Use and Development Agreement attached as **Exhibit C** and incorporated herein by this reference.

Section 5. Richland Municipal Code Title 23 and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are hereby amended by amending Sectional Map No. 15, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B**, and bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Map No. 15, duly certified by the City Clerk as a true copy.

Section 7. 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 2nd day of March, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

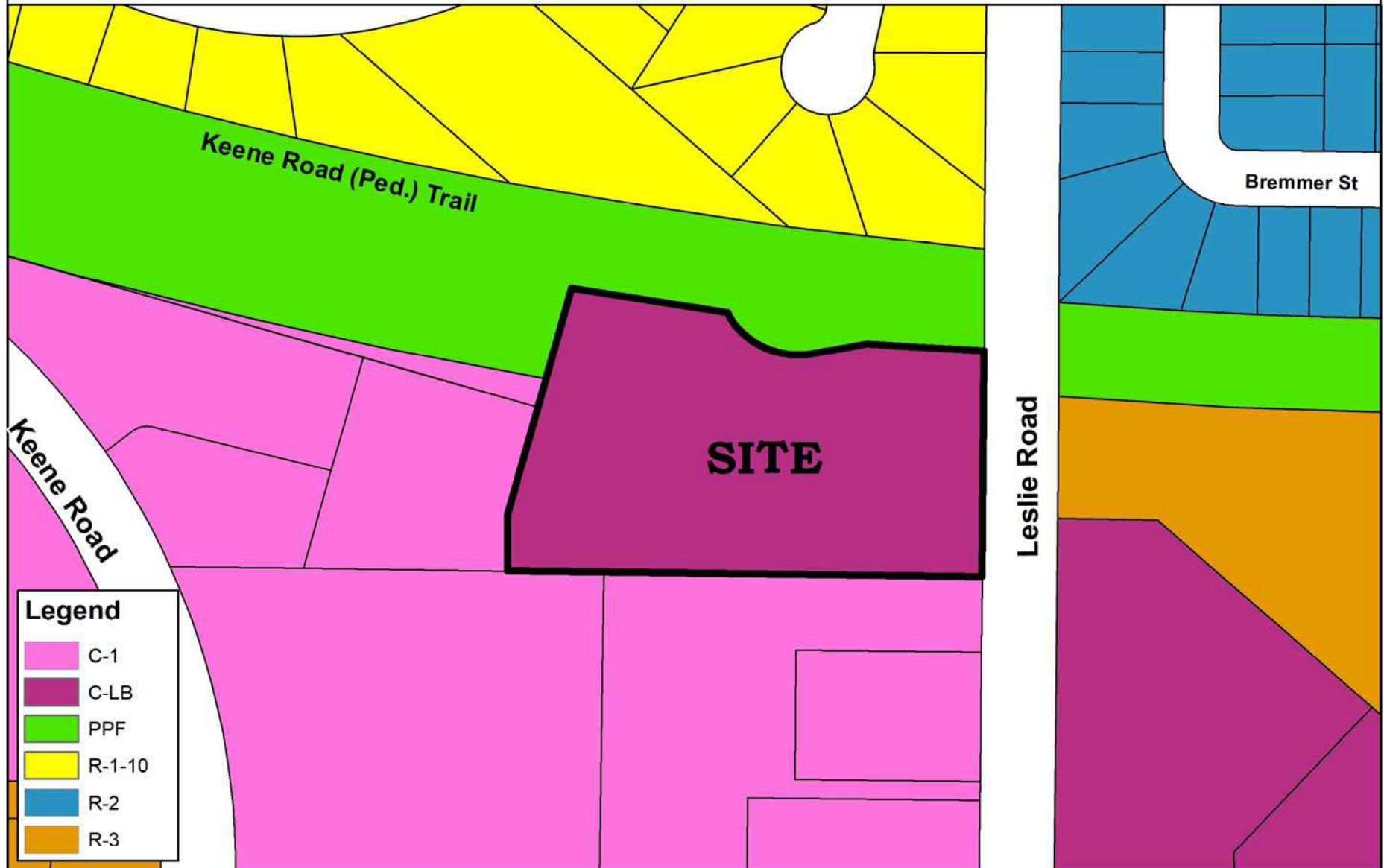
Date Published: March 7, 2021

Zoning Map

Item: Rezone C-LB to C-3

Applicant: Goodwill Industries of the Columbia

File #: Z2020-104



PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021,
by and between the **CITY OF RICHLAND**, a Washington municipal corporation and
CHUCK AND GAYLE STACK, property owners.

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

WHEREAS, the City of Richland is currently entertaining an application by Chuck and Gayle Stack (hereinafter "Petitioners") for a change of zone covering a 2.92-acre parcel, being Benton County Tax Parcel No. 1-2698-401-2770-003 located at 1769 Leslie Road (hereinafter "Property") and more particularly described in Ordinance No. 03-21.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-LB – Limited Business to C-3 – General Business, Petitioners, for themselves and for and on behalf of their heirs, successors and assigns, covenant and agree as follows:

1. To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, use of the property shall be restricted from containing any of the following uses otherwise allowed in the C-3 zoning classification:

- Automotive Repair – Major
- Boat Building
- Bottling Plants
- Farm Equipment and Supplies Sales
- Heavy Equipment Sales and Repair
- Manufactured Homes Sales Lot
- Marine Equipment Rentals
- Marine Repair
- Towing, Vehicle Impound Lots
- Truck Rentals
- Truck Stop – Diesel Fuel Sales
- Truck Terminal
- Vehicle Leasing/Renting
- Vehicle Sales
- Warehousing, Wholesale Use
- Animal Shelter
- Commercial Kennel
- Hospital/Clinic – Large Animal
- Newspaper Offices and Printing Works
- Radio and Television Studios
- Schools, Trade
- Hospitals
- Homeless Shelter
- Public Campgrounds
- Cinema, Indoor
- Cinema, Drive-In
- Commercial Recreation, Indoor
- Commercial Recreation, Outdoor
- House Banked Card Rooms
- Recreational Vehicle Campgrounds
- Recreational Vehicle Parks
- Stable, Public
- Dwelling Units for a Resident Watchman or Custodian
- Hotels or Motels
- Adult Use Establishments
- Landscaping Material Sales

- Hospital/Clinic – Small Animal
- Laundry/Dry Cleaning, Commercial
- Micro-Brewery
- Laundry and Cleaning Plants
- Light Manufacturing Uses
- Warehousing and Distribution Facilities
- Wholesale Facilities and Operations
- Wineries – Production
- Lumberyards
- Nursery, Plant
- Pawn Shop
- Retail Hay, Grain and Feed Stores
- Bus Station
- Bus Terminal
- Mini-Warehouse
- Convention Center

as defined in the Richland Municipal Code (RMC) 23.06.030, as presently existing or hereinafter amended. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C), as currently adopted or as hereafter amended, remain in effect.

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

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

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

CITY OF RICHLAND

PETITIONERS

Jon Amundson, ICMA-CM
Interim City Manager

Chuck Stack, Owner

Attest:

Gayle Stack, Owner

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO CITY COUNCIL

GENERAL INFORMATION:

PROPOSAL NAME: Goodwill Industries Rezone
LOCATION: The project site is located at 1769 Leslie Road (APN: 1-26984012770003).
APPLICANT: Goodwill Industries of the Columbia
DESCRIPTION: Request to change zoning of an approximately 2.9-acre site from C-LB (Limited Business) to C-3 (General Business).
PROJECT TYPE: Type 3A Site-Specific Rezone
HEARING DATES: Hearing Examiner - January 11, 2020
City Council - Closed Record – February 16, 2021

PROPERTY USE AND DEVELOPMENT AGREEMENT

In order to ensure development of the subject property in a manner that does not negatively impact existing development surrounding the site, the property owner proposes to enter into an agreement restricting allowable uses. RMC 23.22.030, Commercial use districts permitted land uses contains a matrix of permitted uses by zone and is provided as a reference.

23.22.030 Commercial 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	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ²⁸
Car Wash – Automatic or Self-Service		P ²	P ²	P ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁷	P	P ⁷	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8, 9}	S ^{8, 9}		
Restaurants/Lounge		P ⁷	P	P ⁷	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P ⁷	P	P	P	P
Vehicle-Based Food Service		P ³⁰	P ³⁰	P ³⁰	P ³⁰	P ³⁰		
Wineries – Tasting Room		P ⁷	P	P ⁷	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P ²⁸
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P	P ¹⁰		
Clubs or Fraternal Societies	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰		
Cultural Institutions	P ¹⁰	P ¹⁰	P ¹⁰		P ¹⁰	P ¹⁰		P ¹⁰
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²		
Schools, Alternative	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P-S ⁷	P	P	P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ⁴⁵			S ¹⁵	
Recreational Vehicle Parks				S ⁴⁶			S ¹⁶	
Stable, Public				S ⁴⁷				
Theater		P ⁷	P	P ⁷	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				-A-				P ²⁸
Family Day Care Home	P ¹⁹					P ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P ¹⁸	P		
Recreational Club	A				A	A		
Senior Housing	P				P ¹⁸	P		
Temporary Residence	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰	P ²⁰		P
Retail Uses								
Adult Use Establishments				P ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC [23.42.280](#)
2. RMC [23.42.270](#)
3. RMC [23.42.320](#)
4. RMC [23.42.330](#)
5. RMC [23.42.040](#)
6. RMC [23.42.170](#)
7. RMC [23.42.053](#)
8. RMC [23.42.047](#)
9. RMC [23.42.055](#)
10. RMC [23.42.050](#)
11. RMC [23.42.200](#)
12. RMC [23.42.250](#)
13. RMC [23.42.260](#)
14. RMC [23.42.100](#)
15. RMC [23.42.230](#)

16. RMC [23.42.220](#)
17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC [23.42.080](#)
20. RMC [23.42.110](#)
21. RMC [23.42.030](#)
22. Use permitted, requires special use permit with drive-through window.
23. Chapter [23.62](#) RMC
24. RMC [23.42.180](#)
25. RMC [23.18.025](#)
26. See definition, RMC [23.06.780](#)
27. RMC [23.42.185](#)
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.
30. RMC [23.42.325](#)

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

Regarding the Application to **Rezone** a 2.9-)
acre site from one Commercial zone, C-LB)
(Limited Business), to another, the C-3)
(General Business) zoning district, which is)
consistent with Comprehensive Plan's)
Commercial land use designation assigned to)
the area, submitted on behalf of the property)
owner,)

File No. Z2020-104

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

**GOODWILL INDUSTRIES OF THE
COLUMBIA,**

Applicant

I. SUMMARY OF RECOMMENDATION.

The applicant, Goodwill Industries of the Columbia, can meet its burden of proof to demonstrate that its requested rezone merits approval. The site is now designated as suitable for Commercial land uses under the City's Comprehensive Plan, and the request is to rezone the property from one Commercial zone, the C-LB (Limited Business) district, to another, the C-3 zoning district.

This requested rezone does not approve any development activity on the site. As with all development proposals, City Development Regulations will apply to any specific projects that may eventually be proposed on the site. Limited written and hearing comments (*Ex. 3, Testimony of Ms. Johnson*) with general concerns about the type of businesses that might occupy the site, or the design of future buildings, or the need for proper screening of various materials, are more appropriately directed at future project-specific development proposals that may come forward, and do not provide a basis in fact or law to deny the pending rezone request.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOODWILL
INDUSTRIES REZONE APPLICATION TO
CHANGE A 2.9-ACRE SITE FROM CURRENT C-LB
(LIMITED BUSINESS) ZONING TO THE C-3
(GENERAL BUSINESS) ZONING DISTRICT – FILE
NO. Z2020-104**

**GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND**

CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(D)(identifies “site-specific rezones” as Type IIIA permit applications); RMC 23.70.210(A)(“The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application.”); and RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and issue recommendation to City Council); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

III. QUESTIONS PRESENTED.

For purposes of the pending rezone application, the central questions presented are:

A. Whether the requested rezone implements policies of the City’s Comprehensive Plan, and/or whether there has been a change of circumstances since the current C-LB (Limited Business) zoning was adopted for the site?

Short Answer: Yes to both. The site is already designated for Commercial uses in the City’s Comprehensive Plan, and the rezone request would remain consistent with and implement the Comprehensive Plan’s vision for the property, by changing the zoning from one Commercial zoning district, the C-LB (Limited Business) district, to another, the C-3 (General Business) zoning district. The Round Table Pizza business that is already on the site is a non-conforming use under the existing C-LB zoning standards and permitted uses associated with such district. If the rezone is approved, the Round Table restaurant use will be fully compliant with the zoning code. (*Testimony of Mr.*

¹ *Save Our Rural Env’t v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

**FINDINGS OF FACT, CONCLUSIONS AND
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1 *Stevens; Ex. 1, Application, on page 1).* The Staff Report explains how current zoning has not
2 generated development proposals for much of the vacant property, meaning that much of the property
3 sits undeveloped in a generally distressed condition, which is not in the public interest. (*Staff Report,*
4 *page 8).* The new zone should allow for site development consistent with C-3 zoning regulations.

5 B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or
6 general welfare?

7 *Short Answer:* Yes, because the rezone is fully consistent with the City's Comprehensive
8 Plan, and any future, project-specific proposal will have to meet city development regulations,
9 including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency
10 reviews, and payment of any impact fees in effect at the time of an application.

11 IV. RECORD.

12 Exhibits entered into evidence as part of the record, and an audio recording of the public
13 hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the
14 City Clerk's Office.

15 Public notices regarding the application and public hearing were mailed and posted as
16 required by city codes prior to the public hearing, which occurred on January 11, 2021. Before the
17 hearing, the City only received two written comments. (*Ex. 5).*

18 *Hearing Testimony:* The City's Planning Manager, Mike Stevens; the applicant's designated
19 representative and architect, Jason Archibald; the applicant's Executive Director, Ken Gosney; and
20 one local resident, Spring Johnson, all provided testimony under oath during the public hearing.
21 Given the ongoing limits placed on public gatherings due to the Covid-19 public health emergency,
22 the Examiner conducted the public hearing via online communication means, coordinated by city
23 staff, which included video images of participants and several exhibits. Staff confirmed that no one
24 else was online or phoned in to participate in the hearing.

25 *Exhibits:* The Development Services Division Staff Report for the requested Rezone,
26 including a recommendation of approval, was provided to the Examiner before the hearing on January
11th. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety
without modification:

1. Application materials for Rezone;
2. Public Notices; and
3. Written Comments.

The Examiner has visited the road network and vicinity of the proposed rezone on multiple
occasions over the past few years in connection with other applications, and is fully advised on matters

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at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

Application, Site Location and Conditions

1. On November 3, 2020, Goodwill Industries of the Columbia filed an application with the City, petitioning to rezone a 2.9-acre site from C-LB (Limited Business) to C-3 (General Business). (*Staff Report, page 2; and Exhibit 1*). The property owners are Chuck Stack and Gayle Stack, of Kennewick. Jason Archibald, a local architect, is the designated agent for both the applicant and the property owners. (*Ex. 1, pages 1 and 3*).

2. The site address is 1769 Leslie Road, which is now assigned a single tax parcel number, 1-26984012770003.

3. The Staff Report explains that the site is located on the west side of Leslie Road approximately 477-feet north of Gage Blvd. (*Staff Report, page 2, Fig. 1*). The parcel forms an irregular, almost rectangular-shaped trapezoid, measuring about 507 feet in its longest diagonal dimension (east-west), and 241 feet at its narrowest diagonal dimension (north-south). (*Id.*).

4. The site currently contains an existing Round Table Pizza restaurant and associated parking on the eastern half of the site, while the western half of the property is currently undeveloped. A 100-foot Bonneville Power Administration easement, with overhead electrical transmission lines, encumbers the northeast portion of the site, along with a 50-foot Cascade Natural Gas easement, and a 10-foot public utility easement. Additional utility, water, and drainage easements are located on the western portion of the site as well. These easements are illustrated in the site plan that was submitted as part of the application materials (*Staff Report, pages 2 and 3; Exhibit 1, application materials*).

5. The application materials indicate that the site will be subject to a Binding Site Plan. However, a Binding Site Plan application is not a part of this rezone application. Staff believes that a future Binding Site Plan will likely result in the establishment of one (1) 1.31-acre parcel and a separate 1.61-acre parcel. The future 1.31-acre parcel will include the existing Round Table Pizza restaurant, while the new 1.61-acre parcel will likely be the site of a new Goodwill Industries facility with an enclosed and covered donation site. (*Staff Report, pages 2 and 3; Testimony of Mr. Archibald*).

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1 6. As with all rezone applications, future plans are not binding on an applicant, and do not serve
2 as a basis to deny the requested rezone.

3 7. There is no dispute that the existing Roundtable Pizza restaurant is not a permitted use in the
4 existing C-LB (Limited Business) zoning for the property, so it is considered a legal, non-conforming
5 use. The restaurant would be permitted outright under the requested C-3 (General Business) zoning
6 district. (*Testimony of Mr. Stevens; RMC 23.22.030, re: permitted land uses in different Commercial*
7 *zoning districts*).

8 8. The applicant, Goodwill Industries of the Columbia, believes it would be able to conduct
9 business operations and uses consistent with its plans under the requested C-3 zone. (*See RMC*
10 *23.22.030, re: permitted land uses in different Commercial zoning districts; Testimony of Mr.*
11 *Archibald and Mr. Gosney*). In fact, Mr. Gosney indicated that Goodwill plans to make a significant
12 financial investment on the site so it can remain on a long-term basis, which should serve to allay
13 concerns from one local resident that future use of the site might be problematic, with unknown future
14 tenants and businesses. (*Testimony of Mr. Gosney*). The analysis provided in the Staff Report
15 explains how Goodwill operations would appear to be in compliance with uses allowed in the C-3
16 zone. (*Staff Report, page 4, re: Requested Zoning discussion*).

17 9. Changed circumstances also support the requested rezone from the existing C-LB zone to the
18 C-3 zone. As noted above, the fact that much of the site remains undeveloped under current C-LB
19 zoning leaves it in a generally distressed condition; and the Round Table Pizza restaurant that is
20 already on the site is not permitted outright under current C-LB zoning, are both circumstances that
21 are not in the public interest. The requested C-3 zone would make the existing restaurant fully
22 compliant with zoning codes, and it will hopefully provide future owners with economically viable
23 and realistic options for redeveloping the property with C-3 uses, now envisioned as a Goodwill
24 Industries facility, which Staff believes to be in the public's interest.

25 10. Through the public comment and hearing process, no one submitted any comments, evidence,
26 or legal authority that would serve as a basis to deny this requested rezone. (*See summary of Record,*
27 *in Sec. IV above*). Comments were generally focused on conditions and considerations that could be
28 relevant in future development application processes, but not this rezone application. Existing city
29 codes and development regulations already apply to other businesses that likely generate more
30 impacts than Goodwill, to limit potential nuisances, such as noise generated from truck deliveries at
31 a large grocery store. Future tenants will be required to comply all applicable city codes, including
32 without limitation those regarding screening, noise limits, and the like.

33 11. Because staff deemed the application to be consistent with the City's Comprehensive Plan,
34 which already designates the rezone site as suitable for Commercial land uses, and the City's plan
35 was analyzed in an environmental impact statement at the time of its adoption, the pending application
36 is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). (*Staff Report,*
37 *page 7; Official notice from record of previous rezone matters re: City SEPA process(es) undertaken*

38 **FINDINGS OF FACT, CONCLUSIONS AND**
39 **RECOMMENDATION RE: GOODWILL**
40 **INDUSTRIES REZONE APPLICATION TO**
41 **CHANGE A 2.9-ACRE SITE FROM CURRENT C-LB**
42 **(LIMITED BUSINESS) ZONING TO THE C-3**
43 **(GENERAL BUSINESS) ZONING DISTRICT – FILE**
44 **NO. Z2020-104**

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when Comprehensive Plan was adopted and amended).

12. The rezone is not likely to have any material impact on capacity for the existing local street system serving the property. The Staff Report indicates that vehicle access onto the site is provided via an existing commercial driveway onto Leslie Road.

Summary of Public Hearing.

13. As explained above, the public hearing for this matter occurred on January 11th. Mr. Stevens made a brief presentation regarding the application, current site conditions, and his recommendation of approval, as explained in the Staff Report. The applicant's designated representative, Mr. Archibald, did not object to the analysis and recommendation included in the Staff Report. Ms. Johnson expressed concern that the C-3 zone might bring in a heavy use if it is not just Goodwill. Mr. Gosney explained Goodwill's long-term plans for the site, hoping to address concerns that future uses might be problematic.

14. The requested rezone is consistent with land use policy goals in the City's Comprehensive Plan. (*Staff Report, pages 4-6*).

Public services and utilities are adequate and readily available to serve the site.

15. As part of the review process, City staff confirmed that adequate utilities, including without limitation water, power, and sewer, are in place and/or readily available to serve the parcel that is at issue in this matter. (*Staff Report, pages 6, 7*).

Consistency with City Codes and Comprehensive Plan.

16. As explained elsewhere in this Recommendation, the rezone site is already designated as "Commercial" in the City's Comprehensive Plan, and the request is to modify the classification from one of the eight (8) different commercial zones defined in the City's code to another, specifically from C-LB to C-3. (*Staff Report, page 8*).

17. Based on the record, the Examiner finds and concludes that the requested rezone from C-LB to C-3 is appropriate. The requested C-3 zone is not inconsistent with existing land uses located on or zoning designations assigned to surrounding properties in the area. (*See Zoning Map provided on page 3 of Staff Report, Figure 2*). Potential impacts on Residential zoned properties to the north of the site will be minimized by the presence of a substantial "buffer" already in place – the pedestrian trail and the BPA easement area. (*Testimony of Mr. Stevens*).

18. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses.

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General findings.

19. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. The requested rezone is appropriate in the context of adjacent properties.

20. The Development Services Division Staff Report, prepared by Mr. Stevens, includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

21. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact and incorporated into this section as such.

VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report.*

2. The applicant met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate all uses permitted in the new C-3 zone requested herein. The rezone from C-LB to C-3 will eliminate a current nonconformity for the restaurant already on site, and will generally keep the property compatible with the character of the existing uses and zoning districts surrounding the site, provided all future uses and businesses are developed and operated in a manner consistent with City development regulations and performance standards, including those addressing noise, screening, and the like.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

5. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, after public notices issued for the application, no one spoke or submitted any written comments expressly opposing the pending rezone request.

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6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The surrounding road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing frontage improvements, impact fees, setbacks, and the like, will apply to any future project built on the site.

7. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.

8. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the site of the subject rezone.

9. Any finding or other statement contained in this Recommendation that is deemed to be a Conclusion is hereby adopted as such and incorporated by reference.

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the Goodwill Industries Rezone application (File No. Z2020-104) to reclassify a 2.9-acre site from its current C-LB (Limited Business) zone to another Commercial land use designation, the C-3 (General Business) zoning district, which is consistent with the Comprehensive Plan's Commercial land use designation assigned to the area, should be **APPROVED**.

ISSUED this 2nd Day of February, 2021



Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
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INDUSTRIES REZONE APPLICATION TO
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Vicinity Map

Item: Rezone C-LB to C-3

Applicant: Goodwill Industries of the Columbia

File #: Z2020-104





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/2/2021

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Limited In-Person Component for Public Meetings

Department:
City Council

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Move to adopt staff's recommendation as presented for adding limited in-person meeting components to certain of the City's various board, commission and committee meetings.

Summary:

On December 8, 2020, Governor Inslee modified Proclamation No. 20-28.14 regarding the Open Public Meetings Act (OPMA) to allow public agencies to include an in-person component at public meetings. This was accomplished by aligning Proclamation No. 20-28.14 with the guidance for business meetings at "Miscellaneous Venues." Phase 2 jurisdictions may have an in-person public meeting component, limited to 25% capacity or 200 people, whichever is fewer, and consistent with the revised Miscellaneous Venues guidance.

Because the in-person option is the exception, and not the rule, City leadership should discuss which meetings should include a limited in-person component, and which should remain entirely virtual. The options range from opening all OPMA meetings to limited in-person attendance to identifying only Council meetings or no meetings for limited in-person attendance. This staff report includes staff's recommendation based on the effectiveness of the virtual meeting environment and the practicalities of in-person attendance.

The limited in-person component is not a substitute for the virtual public meeting platform, which must continue to be offered until the pandemic emergency is declared terminated by Governor Inslee. During a limited in-person meeting, masks must be worn at all times by everyone in the venue, including Council/BCC members, and six-foot distancing must be maintained.

- City Council Regular Meeting: Limited in-Person
- Library Board of Trustees: Virtual
- Police Pension Board: Virtual
- Economic Development Committee: Virtual
- Personnel Committee: Virtual
- Arts Commission: Virtual
- Parks & Recreation Commission: Virtual (add limited in-person component on case-by-case basis)
- Planning Commission: Virtual (add limited in-person component on case-by-case basis)
- Americans with Disabilities Act Review Committee: Virtual
- Public Facilities District Board: Virtual
- All workshops: Virtual
- Code Enforcement Board: Limited in-Person
- Board of Adjustment: Limited in-Person
- Firefighters' Pension Board: Virtual
- Lodging Tax Advisory Committee: Virtual
- Utility Advisory Committee: Virtual
- Hearing Examiner: Limited in-Person

Fiscal Impact: None.

Attachments: