



Agenda

City Council Regular Meeting

Tuesday, April 6, 2021

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

Meeting ID No. 505 625 7380

City of Richland Resolution No. 100-20 temporarily designates virtual locations for all municipal meetings. 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. via Zoom

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Proclamation celebrating the achievement of Ms. Celeste Blair, the first female youth in the Tri-Cities to earn the rank of Eagle Scout
- Ryan Lukson, Mayor

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.

2. Proposed Budget Amendment in the General Fund, Public Works Administration & Engineering Fund, Streets Capital Construction Fund, and Solid Waste Fund, Ordinance No. 09-21
- Joe Schiessl, Parks & Public Facilities Director

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

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

Ordinances - First Reading:

4. Ordinance No. 07-21, Amending Richland Municipal Code Section 9.04.085 related to Cyberstalking
 - Heather Kintzley, City Attorney
5. Ordinance No. 09-21, Amending the 2021 Budget in the General Fund, Public Works Administration & Engineering Fund, Streets Capital Construction Fund, and Solid Waste Fund
 - Joe Schiessl, Parks & Public Facilities Director
 - Pete Rogalsky, Public Works Director
 - John Bruce, Chief of Police

Ordinances - Second Reading & Passage:

Resolutions - Adoption:

6. Resolution No. 31-21, Authorizing a Third Amendment to the Agreement with WRH Associates, LLC related to the Horn Rapids Landfill's Gas Purchase and Site License Agreement
 - Pete Rogalsky, Public Works Director
7. Resolution No. 38-21, Authorizing an Interlocal Agreement with City of West Richland for Traffic Signal Technical Services
 - Pete Rogalsky, Public Works Director
8. Resolution No. 39-21, Authorizing Addendum No. 2 to the 2010 Metro Interlocal Agreement
 - John Bruce, Chief of Police
9. Resolution No. 40-21, Amending the Consultant Agreement with RLR Cultural Resources LLC for Cultural Monitoring on the Columbia Park Trail - East Improvements Project
 - Pete Rogalsky, Public Works Director
10. Resolution No. 41-21, Authorizing Award of Bid to Doolittle Construction, LLC for the 2021 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
11. Resolution No. 42-21, Authorizing Award of Bid to Culbert Construction Inc. for the Construction of 1st Street west of Kingsgate Way
 - Kerwin Jensen, Development Services Director
12. Resolution No. 43-21, Approving the Final Plat of Goose Ridge Estates - Phase 2
 - Kerwin Jensen, Development Services Director
13. Resolution No. 44-21, Authorizing Award of 2021 Park Partnership Program Grants
 - Joe Schiessl, Parks & Public Facilities Director
14. Resolution No. 45-21, Authorizing Award of Bid to Vincent Brothers, LLP for the Wastewater Treatment Plant Digester Facility Improvements Project
 - Pete Rogalsky, Public Works Director
15. Resolution No. 46-21, Authorizing Award of Bid to Prater Electric, Inc. for the Wastewater Treatment Plant Stand-By Generator Replacement Project
 - Pete Rogalsky, Public Works Director

Items - Approval:

Expenditures - Approval:

Items of Business:

16. Ordinance No. 08-21, Amending Richland Municipal Code Sections 9.10.020, 9.10.025, 9.11.020, and 9.24.070 to add a knowledge element consistent with *State of Washington v. Blake*
 - Heather Kintzley, City Attorney
17. Solid Waste Rate Proposal
 - Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

18. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)
 - Heather Kintzley, City Attorney

Adjournment

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

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation celebrating the achievement of Ms. Celeste Blair as the first female youth in the Tri-Cities to earn the rank of Eagle Scout

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Proclamation

Recommended Motion:

None.

Summary:

Mayor Lukson will virtually present a proclamation to Ms. Celeste Blair, the first female youth in the Tri-Cities to earn the rank of Eagle Scout.

Fiscal Impact:

None.

Attachments:

- I. Blair Proclamation



Proclamation

WHEREAS, the City of Richland, a place for families in the heart of the Columbia Basin, takes pride in its sense of community and citizen involvement; and

WHEREAS, the vision of the Boy Scouts of American is to prepare every eligible youth in America to become responsible, participating citizens and leaders who are guided by the Scout Oath and Law; and

WHEREAS, Celeste Blair, a student of Three Rivers Homelink, is a member of Scouts BSA Troop 2; and

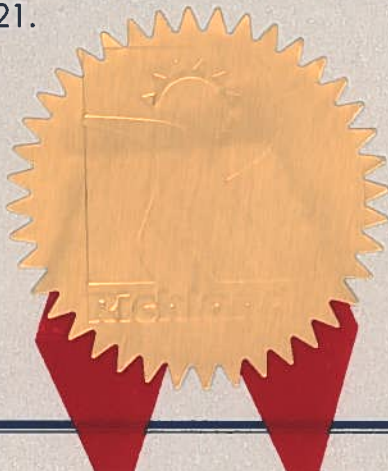
WHEREAS, on February 8, 2021, Ms. Blair became the first youth female in the Tri-Cities region to earn the rank of Eagle Scout; and

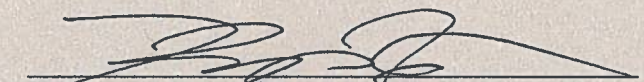
WHEREAS, Ms. Blair is also the first local female member of Scouts BSA to be inducted into the Order of the Arrow, Scouting's honor society.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby honor Celeste Blair of Scouts BSA Troop 2 on her achievement of attaining the rank of Eagle Scout, the highest rank in Scouts BSA, and do hereby proclaim April 6, 2021 to be

"Celeste Blair Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 6th day of April, 2021.




Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Public Hearing

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proposed Budget Amendment in the General Fund, Public Works Administration & Engineering Fund, Streets Capital Construction Fund, and Solid Waste Fund, Ordinance No. 09-21

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

None.

Summary:

State law requires that a public hearing be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 09-21 proposes to appropriate existing fund balance in the General Fund, Public Works Administration & Engineering Fund, and Solid Waste Fund.

Please see the staff report for Ordinance No. 09-21 on tonight's agenda for more information.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

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

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes from the March 16, 2021 City Council regular meeting and the March 23, 2021 City Council workshop meeting.

Summary:

Draft minutes from the March 16, 2021 City Council regular meeting and the March 23, 2021 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

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



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, March 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, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present.

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 and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

1. Proclamation of Appreciation to Nancy Doran and Barry Richards

Mayor Lukson read aloud a proclamation of appreciation for Mr. Barry Richards' years of service and contributions to the Parks & Recreation Commission.

Mayor Lukson read aloud a proclamation of appreciation, accompanied by a plaque, for Ms. Nancy Doran's years of service and contributions to the Parks & Recreation Commission. In response, Ms. Doran voiced appreciation to the Richland City Council, and added that working with staff and other commissioners has been a great learning experience.

Councilmember Thompson thanked Ms. Doran for her years of service to the Commission. Mayor Pro Tem Kent thanked Mr. Richards and Ms. Doran for their service and contributions to the Parks & Recreation Commission. Ms. Kent stated that both

members were instrumental in providing community insight on many projects. Ms. Kent said both members will be missed on the Parks & Recreation Commission. Mayor Lukson thanked Mr. Richards and Ms. Doran for their combined twenty (20) years of service to the Parks & Recreation Commission.

2 Visit TRI-CITIES 2020 Annual Report, 2021 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve

Mike Novakovich, Visit TRI-CITIES President & CEO, presented the 2020 State of the Tourism Industry Report which included:

- Tourism spending breakdown
- Hotel Motel tax distributions
- Revenue summary comparisons for 2019 and 2020
- Convention & Sports
- Media outreach
- Marketing campaigns
- COVID-19 marketing messages

Mr. Novakovich also presented in detail on the 2021 Work Plan and Tourism Promotion Area (TPA) project requests. Mr. Novakovich engaged in a question and answer session with Council following his presentation.

3 Annual Hanford Communities Update

David Reeploeg, Hanford Communities Executive Director, provided an overview of the formation of the Hanford Communities, the agency's objectives, and a summary of the make-up and purpose of Hanford Communities' governing and administrative boards.

Mr. Reeploeg then presented the Annual Hanford Communities update, which included:

- 2021 Notable changes within the United States Department of Energy (DOE)
- DOE Reorganization
- Members of the Washington Congress and their contributions to the DOE
- 2021 Priorities
- Hanford Site Contract Changes
- 2021 Issue Agenda

Mr. Reeploeg engaged in a question and answer session with City Council at the conclusion of his presentation.

Councilmember Thompson shared personal observations regarding a recent \$27 million bid contract awarded by DOE. Councilmember Thompson urged councilmembers to educate themselves on the risks associated with the contract.

Mayor Pro Tem Kent agreed with statements made by Councilmember Thompson, and added that there is a difference between the needs of the local community and the State's

west-side political position. Mayor Pro Tem Kent also spoke positively of Mr. Reeploeg's representation to local communities.

Mr. Reeploeg identified concern over the lack of interest from state leadership to support opportunities identified to allow for safer communities. A letter was submitted to DOE in which local leadership expressed opinions that the State is not representing the community's best interests related to Hanford policies and issues. Mayor Lukson inquired if a response to the correspondence has been received. Mr. Reeploeg replied in the negative, and shared input from several key DOE members is usually obtained before a response is given to correspondence of this importance.

4. 2021 Parks & Recreation Commission Goals

Parks & Recreation (PRC) Chair Maria Gutierrez presented on the PRC's 2020 and 2021 Goals and Objectives. Ms. Gutierrez thanked the City of Richland staff for hosting numerous remote services and virtual activities for the community in the midst of the COVID-19 pandemic. Ms. Gutierrez praised city staff for managing the budget to allow for the continuance and completion of certain recreational projects.

Mayor Lukson and Councilmember Alvarez thanked Ms. Gutierrez and PRC members for their work.

Councilmember Christensen thanked Ms. Gutierrez for her work, and inquired about the Master Plan for Legacy Park adoption date. Parks & Public Facilities Director Schiessl replied that the Legacy Park Master Plan was adopted approximately ten years ago. Additionally, P&PF Director Schiessl stated that funding has been allocated in the Capital Improvement Plan (CIP) to bring the existing master plan into alignment with the Visit TRI-CITIES plan.

Council thanked the PRC members and staff for all they accomplish for the community.

Public Hearings

None.

Public Comments

The following individual submitted comments telephonically:

Ms. Randy Slovic – 74 Newcomer, Richland, WA: Ms. Slovic provided comments regarding a recent article published in the Tri-City Herald which compared the use of force within the Tri-Cities police departments.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

Minutes

5. Approval of the March 16, 2021 Regular Council Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

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

Resolutions – Adoption

7. Resolution No. 28-21, Approving a Purchase and Sale Agreement with R&R Property Enterprises, LLC for 1.49 Acres in the Horn Rapids Industrial Park
8. Resolution No. 32-21, Authorizing a Consultant Agreement with KPFF, Inc. for the Island View to Vista Field Trail Project
9. Resolution No. 33-21, Declaring 840 Northgate Surplus to the City's Needs
10. Resolution No. 34-21, Authorizing 2021 Business License Reserve Funding
11. Resolution No. 35-21, Authorizing 2021 Commercial Façade Improvement Program Funding
12. Resolution No. 37-21, Authorizing \$345,250 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2021

Items – Approval

13. Appointments to the Arts Commission: Jet Richardson, Eboni "Raleigh" Lovell and Emilie Cooper
14. Appointment to the Board of Adjustment: Michael Simpson
15. Appointments to the Code Enforcement Board: Albert Edmondson and Ragan Faylor

16. Appointments to the Parks & Recreation Commission: Maria Gutierrez, Meaghan Brooks, Isaac Arnquist, William Henry and Annabella Aldous

Expenditures – Approval

17. Expenditures from February 1, 2021 to February 28, 2021 for \$25,116,125.07 including Travel Check Nos. 19967-19974, Accounts Payable Check Nos. 287121-287946, Accounts Payable Wire Nos. 8448-8486, Payroll Wires & ACH Nos. 11929-11978, Payroll Direct Deposit & Check Nos. 174977-176025, and Pension Check Nos. 5744-5773.

Items of Business

None.

Reports and Comments

City Manager

Interim City Manager Amundson announced that on March 11, 2021, President Biden signed into law a \$1.9 trillion stimulus bill, the *American Rescue Act of 2021*. The City of Richland will receive an estimated \$7.6 million dollars. Council will be notified when the funds are received, and funding opportunities will be presented to Council for approval.

Interim City Manager Amundson stated that he will attend a virtual training session sponsored by the International City Manager's Association (ICMA) on March 24, 2021. The training session will provide information and guidance on utilization of the funds, future funding opportunities with the Fast Act Transportation Legislation, and 2022 appropriation bills.

Interim City Manager Amundson commented that the Richland Public Library and Parks & Public Facilities staff will continue to provide activities for all ages despite the limitations of COVID-19. Interim City Manager Amundson also provided an overview of the March 23, 2021 City Council workshop agenda topics.

City Council

Councilmember Thompson shared personal observations concerning the article published by Tri-City Herald regarding the use of force in the regional police departments.

Councilmember Lemley asked about proposals for the old city hall site. Interim City Manager Amundson replied that there are none. Councilmember Lemley then inquired about the progress of the wayfinding signage project. Parks & Public Facilities Director Schiessl provided a brief project status.

Councilmember Alvarez extended his sympathy to a Pasco Police Department officer and son of retired Richland Police Captain Cobb related to an unfortunate medical event.

Councilmember Boring thanked Ms. Doran and Mr. Richardson for their years of commitment and dedication to the Parks & Recreation Commission. Councilmember Boring also stated that there will be opportunity for citizen input on the proposed trail system for the Island View to Vista Field Trail project.

Councilmember Boring congratulated the newly appointed board, commission and committee members, and encouraged those who were not selected to apply for future vacancies.

Mayor Pro Tem Kent stated that there was a competitive applicant pool for the board, committee and commission vacancies. She thanked all applicants and the selected candidates for participating in the interview process. Mayor Pro Tem Kent encouraged those who were not selected to apply for future vacancies. Lastly, Mayor Pro Tem Kent thanked all board, committee and commission members for their expertise and contributions to the City.

Mayor

Mayor Lukson announced that Scout Clean Energy submitted an application to construct and operate a wind and solar energy project, known as the Horse Heaven Wind Farm project, to be located in Benton County. Though local government will not have a direct involvement in the decision-making process, Mayor Lukson announced that he is interested in soliciting Council input on the project.

Energy Services Director Whitney provided a high-level overview of the Horse Heaven Wind Farm project, the role of the Washington State Energy Facility Site Evaluation Council, and the process for determining the outcome of the project. Council determined to oppose this project with a letter of opposition to be signed by local partners.

Adjournment

Mayor Lukson adjourned the meeting at 8:09 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, March 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 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 Chief Huntington, Economic Development Manager Jacobs, Marketing Specialist Wallner and City Clerk Rogers.

Prior to beginning the workshop meeting, Interim City Manager Amundson added to the agenda: Development Proposal for 505 Swift Boulevard.

Agenda Items

1. Discussion Regarding Operational and Budgetary Impacts of Body Worn and Vehicle Cameras

Chief of Police Bruce provided a high-level overview of the benefits and cautions of implementing body-worn cameras (BWC) and vehicle cameras. Chief of Police Bruce and Council engaged in a question and answer session throughout the presentation, which included topics such as: recommended best practices, records management obligations, public records requests, disclosure limits, union implications, costs associated with the camera systems, additional staff and storage, training opportunities, policy/procedure content, implementation timeline, automatic functionalities of the cameras, funding sources, and future budgetary impacts. At the conclusion of the discussion, Council reached consensus to further explore the option of implementing BWC and vehicle cameras.

2. Update on the Proposed Development Agreement on Tracts D & E, 22 Acres of City-Owned Property located on Bradley Boulevard

After a brief recap of concerns identified by Council from a previous workshop meeting, Community Development Director Jensen presented on the proposed development submitted by Pacific Partners Residential for Tracts D, E and Q located on Bradley Boulevard. Council and staff engaged in a question and answer session throughout the presentation. Interim City Manager Amundson announced that the City will develop and build the master plan for the park.

Council engaged in further additional discussion regarding the cost and maintenance associated with construction of the park, the value of phase 1 development, purchase and sale agreement details, retail development performance schedule, performance bonds and earnest money. Parks & Public Facilities Director Schiessl provided a brief overview of the ownership and construction of the proposed dock at Columbia Point.

At the conclusion of Council discussion, Council provided suggestions and amendments for staff to discuss and negotiate with the developer.

COUNCIL RECESSED FROM 7:53 P.M. TO 8:01 P.M.

3. Horn Rapids Water Rights Status, West Richland Wholesale Service Expansion Request, and Pacific Northwest National Laboratory Irrigation Service Request

Public Works Director Rogalsky provided an overview of the City of Richland water rights status and the number of water rights held by the City. Public Works Director Rogalsky presented in detail the irrigation service requests submitted by Battelle/PNNL and the water service expansion request from the City of West Richland. Public Works Director Rogalsky provided a staff analysis for both requests and solicited Council input for proposed recommendations.

Council and staff engaged in a question and answer session throughout the presentation. Following the discussion, Council asked for more information from staff on the projected return on investment (ROI) for the service requests, and for staff to determine if the accommodations will benefit the residents of Richland.

4. 2021 Legislative Transportation Advocacy Update - Additional Project Suggestion

Public Work Director Rogalsky spoke with Council about the 2021 Legislative Transportation Advocacy Update and solicited Council input on staff recommendations. Council and staff engaged in a question and answer session throughout the presentation. The presentation included staff's proposal to advance five (5) projects for funding.

Public Works Director Rogalsky also stated that the City submitted ten (10) projects to Senator Murray to be earmarked for funding. Interim City Manager Amundson will provide Council with a list of the projects submitted.

5. Development Proposal for 505 Swift Boulevard (added at start of the meeting)

Marketing Specialist Wallner provided Council with an overview of the development proposal submitted by Mr. Greg Markel for the old City Hall site at 505 Swift Boulevard. The architectural site plan included details for a mixed-use development to construct a restaurant, retail ground floor spaces (minimum of 11) and second floor apartments (minimum of 11). Staff solicited feedback from Council for this particular proposal as well as guidance to identify potential development projects of interest. A majority of councilmembers were not in favor of the proposed development.

Adjournment

Mayor Lukson adjourned the meeting at 9:09 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 07-21, Amending Richland Municipal Code Section 9.04.085 related to Cyberstalking

Department:
City Attorney

Ordinance/Resolution Number:
07-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 07-21, amending Richland Municipal Code Section 9.04.085 related to cyberstalking.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with state or federal law. On March 8, 2021, Division I of the Washington State Court of Appeals ruled in *State v. Mireles* that it was necessary to strike the term “embarrass” from RCW 9.61.260 in order to preserve the constitutionality of the statute. The Court reasoned that prohibiting the use of electronic communication to cause embarrassment to another was overly broad because it treads upon constitutionally protected speech.

The City of Richland's local ordinance related to cyberstalking mirrors state law, and includes the term “embarrass.” Therefore, an amendment to remove the word “embarrass” is necessary to ensure the constitutionality of RMC 9.04.085.

Staff recommends approval of Ordinance No. 07-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 07-21

ORDINANCE NO. 07-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 9.04.085 related to cyberstalking.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with state or federal law; and

WHEREAS, on March 8, 2021, Division I of the Washington State Court of Appeals ruled in *State v. Mireles* that it was necessary to strike the term “embarrass” from RCW 9.61.260 in order to preserve the constitutionality of the statute; and

WHEREAS, the City’s local ordinance related to cyberstalking mirrors state law, and includes the term “embarrass”; and

WHEREAS, amendment to remove the word “embarrass” is necessary to ensure the constitutionality of RMC 9.04.085.

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

Section 1. Richland Municipal Code Section 9.04.085, as first enacted by Ordinance No. 29-20, is hereby amended to read as follows:

9.04.085 Cyberstalking.

A. A person is guilty of cyberstalking if he or she, with intent to harass, intimidate, or torment, ~~or embarrass~~ any other person, and under circumstances not constituting telephone harassment, makes an electronic communication to such other person or a third party:

1. Using any lewd, lascivious, indecent, or obscene words, images, or language, or suggesting the commission of any lewd or lascivious act;
2. Anonymously or repeatedly, whether or not conversation occurs; or
3. Threatening to inflict injury on the person or property of the person called or any member of his or her family or household.

B. Cyberstalking is a gross misdemeanor, except as provided in subsection (C) of this section.

C. Cyberstalking is a class C felony if either of the following applies:

1. The perpetrator has previously been convicted of the crime of harassment, as defined in RCW 9A.46.060, with the same victim or a member of the victim’s family or household

or any person specifically named in a no-contact order or no-harassment order in this or any other state; or

2. The perpetrator engages in the behavior prohibited under subsection (A)(3) of this section by threatening to kill the person threatened or any other person.

D. Any offense committed under this section may be deemed to have been committed either at the place from which the communication was made or at the place where the communication was received.

E. For purposes of this section, “electronic communication” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic communication” includes, but is not limited to, electronic mail, internet-based communications, pager service, and electronic text messaging.

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: 4/6/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 09-21, Amending the 2021 Budget in the General Fund, Public Works Administration & Engineering Fund, Streets Capital Construction Fund, and Solid Waste Fund

Department:
Public Works

Ordinance/Resolution Number:
09-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 09-21, amending the 2021 Budget in the General Fund, Public Works Administration & Engineering Fund, Streets Capital Construction Fund, and Solid Waste Fund.

Summary:

Ordinance No. 09-21 accomplishes budget adjustments for Public Works, Parks & Public Facilities, and the Richland Police Department as follows:

Public Works: The Horn Rapids Landfill operation diverts concrete from landfill disposal, using crushed concrete as surfacing for on-site roads. Third-party concrete crushing services are needed to complete this diversion and reuse process, and funds to support this effort are typically budgeted during odd-numbered years. However, due to the streamlined process used to prepare the 2021 Budget, funds were not allocated for this effort. In addition, funds pledged by two developers in connection with Chapter 12.10 RMC compliance need to be transferred from the Public Works Administration & Engineering Fund to the Streets Capital Construction Fund so they can be utilized as intended.

Parks & Public Facilities: The Fire Station 71 roof membrane is in need of replacement to stop multiple leaks, and funds were not budgeted for this expense because the station is at or near end of life. The necessary repairs can be achieved through a combination of cost savings from the Richland Community Center roof repair, and an additional appropriation of \$94,600 from unappropriated General Fund balance. In addition, seasonal park rangers are used by the P&PF Department on an annual basis, and due to the streamlined process used to prepare the 2021 Budget, funds necessary to support these positions were not included. An appropriation of \$122,100 from unappropriated General Fund balance is necessary to achieve these objectives.

Police: On December 1, 2020, Richland City Council approved Resolution No. 162-20 approving an MOU with the Seattle Police Department for pass-thru funding in the amount of \$45,000 for ICAC forensics hardware and software. Because the funding was not included in the 2021 Budget, a budget adjustment is needed. Further, \$15,000 is needed from the Police Evidence Conversion Fund (a fund within the General Fund) to purchase failing forensics workstations at the Richland Police Department.

Staff recommends approval of Ordinance No. 09-21 for first reading, by title only.

Fiscal Impact:

Appropriations will increase by \$65,000 in the Solid Waste Fund from fund balance, \$20,477 in the Public Works Admin & Engineering Fund from fund balance, \$20,477 in the Streets Capital Fund from a transfer-in from the Public Works Admin & Engineering Fund, and \$182,100 in the General Fund from fund balance of \$122,100 and new revenue of \$60,000. Fund balances are adequate to support these amendments in all funds listed.

Attachments:

1. Ordinance No. 09-21

ORDINANCE NO. 09-21

AN ORDINANCE of the City of Richland amending the 2021 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's General Fund, Solid Waste Fund, and Public Works Administration & Engineering Fund.

WHEREAS, on November 17, 2020, Richland City Council approved Ordinance No. 46-20 approving the 2021 Budget; and

WHEREAS, this Ordinance No. 09-21 will address several budget amendments affecting Public Works, Parks & Public Facilities, and the Richland Police Department necessary to deliver effective and efficient service to Richland citizens; and

WHEREAS, the City's solid waste operation seeks to divert waste from landfill disposal where beneficial reuse opportunities are identified; and

WHEREAS, the Horn Rapids Landfill operation diverts concrete from landfill disposal, using crushed concrete as surfacing for on-site roads; and

WHEREAS, third-party concrete crushing services are needed to complete this diversion and reuse process; and

WHEREAS, concrete crushing services are typically used during odd-numbered years, and due to the streamlined process used to prepare the 2021 operating budget, funds to support this work were not budgeted; and

WHEREAS, Chapter 12.10 of the Richland Municipal Code requires street improvements when adjacent properties are developed; and

WHEREAS, in recent years, two developers adjacent to Columbia Park Trail complied with Chapter 12.10 RMC by depositing funds in the Public Works Administration and Engineering Fund to complete the required improvements; and

WHEREAS, these funds should be transferred to the Streets Capital Construction Fund to fund the current Columbia Park Trail East Improvements project so they can be expended as intended; and

WHEREAS, the Fire Station 71 roof membrane is in need of replacement to stop multiple leaks, and funds were not budgeted for this expense because the station is at or near end of life; and

WHEREAS, seasonal park rangers are used in the Parks & Public Facilities Department, and due to the streamlined process used to prepare the 2021 operating budget, funds necessary to support these positions were not budgeted; and

WHEREAS, Richland City Council approved Resolution No. 162-20 on December 1, 2020, approving an MOU with the Seattle Police Department for \$45,000 of pass-thru funds for Internet Crimes Against Children (ICAC) Task Force forensic hardware and software; and

WHEREAS, the funds provided by Seattle Police Department require appropriation in order to be spent; and

WHEREAS, the aging forensics lab computer workstations are in need of replacement; and

WHEREAS, when the 2021 Budget was approved, no funds were appropriated in the General Fund for replacement of the workstations; and

WHEREAS, sufficient unappropriated funds are available in the General Fund, Solid Waste Fund, Public Works Administration & Engineering Fund, and Police Reserve Evidence Conversion Fund to support the required budget adjustments; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 6, 2021 regarding the increase in appropriations from beginning fund balance in the General Fund, Solid Waste Fund, Public Works Administration & Engineering Fund, and Police Reserve Evidence Conservation Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2021 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund, Solid Waste Fund, and Public Works Administration & Engineering Fund.

Section 3. Amendment of the 2021 Budget. The 2021 Budget is hereby amended to provide additional appropriations in the General Fund, Solid Waste Fund, Streets Capital Fund, and Public Works Administration & Engineering Fund from transfers, new revenue and unappropriated fund balance as follows:

Solid Waste Fund

Current Appropriation:	\$ 13,270,067
Increase in Appropriation:	\$ <u>65,000</u>
Amended Appropriation:	\$ <u>13,335,067</u>

Streets Capital Fund

Current Appropriation:	\$ 14,430,340
Increase in Appropriation:	\$ <u>20,477</u>
Amended Appropriation:	\$ <u>14,450,817</u>

Public Works Admin & Engineering Fund

Current Appropriation: \$ 4,222,766
Increase in Appropriation: \$ 20,477
Amended Appropriation: \$ 4,243,243

General Fund

Current Appropriation: \$ 64,531,725
Increase in Appropriation: \$ 182,100
Amended Appropriation: \$ 64,713,825

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of April, 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: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 31-21, Authorizing a Third Amendment to the Agreement with WRH Associates, LLC related to the Horn Rapids Landfill's Gas Purchase and Site License Agreement

Department:
Public Works

Ordinance/Resolution Number:
31-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 31-21, authorizing the City Manager to sign and execute a third amendment to the Gas Purchase and Site License agreement with WRH Associates, LLC related to the Horn Rapids Landfill Gas-to-Fuel project.

Summary:

The City of Richland and WRH Associates, LLC ("WRHA") entered into a Gas Purchase and Site License Agreement in December 2017 related to the Horn Rapids Landfill Gas-to-Fuel project. The project will refine the City's landfill gas into renewable natural gas distributed through Cascade Natural Gas's ("CNG") distribution system. The original agreement has been amended twice to extend deadlines. WRH Horn Rapids, a wholly owned subsidiary of WRHA, is the successor-in-interest to W.R. Henderson Construction, Inc. based on a Notice of Assignment issued May 2, 2019.

WRHA has completed negotiations with CNG to allow delivery of the updated landfill gas into CNG's pipeline system. WRHA is now completing the preliminary design, and is seeking to align the construction project with the City's progress for completing closure of the previous landfill cell. WRH Horn Rapids and the City both seek to further amend the timeline of dates for design, construction, and commencement of operations of the Landfill Gas ("LFG") facility. In addition, WRH Horn Rapids seeks to extend the term of the original agreement from 15 years to 30 years, and to bring in renewable gas from sources other than the Horn Rapids Landfill for processing of LFG, so long as such activity does not interfere with landfill operations. The City seeks to clarify the scope of construction to be undertaken by WRH Horn Rapids, to include the complete landfill gas recovery system, including wells and conveyance pipelines. The proposed amendment will also clarify compensation terms regarding the extended operating term of the agreement and the revenue sharing for processing of non-landfill generated gas.

Staff recommends adoption of Resolution No. 31-21.

Fiscal Impact:

Once the contractor's system begins operation, the City will receive monthly compensation of \$6,000 (\$72,000 annually) for the first 15 years. For subsequent five-year terms, the City's monthly compensation will be adjusted by a CPI-based calculation to adjust for inflation. Additionally, the City will receive no less than 2% and no more than 10% of gross revenues generated from raw gas sources outside of the landfill. This potential revenue is difficult to estimate because no sources of outside raw gas have been identified and evaluated at this time.

Attachments:

1. Resolution No. 31-21
2. Proposed Third Amendment - Horn Rapids Landfill Gas-to-Fuel Project

RESOLUTION NO. 31-21

A RESOLUTION of the City of Richland authorizing a Third Amendment to the Gas Purchase and Site License Agreement with WRH Associates, LLC related to the Horn Rapid Landfill Gas-to-Fuel Project.

WHEREAS, the City of Richland and WRH Associates, LLC (“WRHA”) entered into a Gas Purchase and Site License Agreement on December 22, 2017 with respect to the Horn Rapids Landfill Gas-to-Fuel Project (Contract No. 327-17); and

WHEREAS, on November 6, 2018, Richland City Council approved a First Amendment to the Agreement, authorizing an extension to the design period and to account for an extended coordination period with Cascade Natural Gas; and

WHEREAS, on June 4, 2019, City Council approved a Second Amendment to the Agreement, allowing for another extension to the design period and an extension of the completion of the construction date; and

WHEREAS, WRHA has completed negotiations with Cascade Natural Gas to allow delivery of the updated landfill gas into Cascade’s pipeline system; and

WHEREAS, WRHA is completing the preliminary design of its facilities and seeks to align its construction project with the City’s progress for completing landfilling of solid waste in its current permitted landfill; and

WHEREAS, WRH Horn Rapids, a wholly owned subsidiary of WRHA, is the successor-in-interest to W.R. Henderson Construction, Inc. based on a Notice of Assignment issued May 3, 2019; and

WHEREAS, now that WRHA has completed negotiations with Cascade, and the City has completed placement of waste in the Horn Rapids Landfill, WRH Horn Rapids wishes to further amend the timeline of dates for design, construction and commencement of operations of the Landfill Gas (LFG) Facility; and

WHEREAS, WRH Horn Rapids seeks to extend the initial term of the Original Agreement as set forth in Section 10.1 from 15 years from the Commercial Operations Commencement Date to 30 years from the Commercial Operations Commencement Date; and

WHEREAS, WRH Horn Rapids seeks to amend the Original Agreement to allow for WRH Horn Rapids to bring in renewable gas from sources other than the Horn Rapids Landfill for processing of LFG, so long as such activity does not interfere with the operations of the Horn Rapids Landfill; and

WHEREAS, the City seeks to clarify the scope of construction to be undertaken by WRH Horn Rapids; and

WHEREAS, the City seeks to clarify compensation terms regarding the extended operating term of the agreement and the revenue sharing for processing of non-landfill generated gas; and

WHEREAS, the proposed extensions, notices and modifications are reasonable and appropriate, and allow the parties to meet the original intent of the Horn Rapids Landfill Gas-to-Fuel Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Third Amendment to the Gas Purchase and Site License Agreement with WRH Associates, LLC.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**THIRD AMENDMENT TO THE HORN RAPIDS LANDFILL
GAS-TO-FUEL PROJECT
GAS PURCHASE AND SITE LICENSE AGREEMENT**
Between
CITY OF RICHLAND
And
WRH Associates, LLC

This **Third Amendment** to the December 22, 2017 Gas Purchase and Site License Agreement (hereinafter “Original Agreement”) is made and entered into on this ____ day of April, 2021, by and between the **City of Richland**, a Washington municipal corporation (“**City**”) and WRH Associates, a Delaware limited liability company (“**WRHA**”), and WRH Horn Rapids, LLC, a Delaware limited liability company (“**WRH Horn Rapids**”) and City, WRHA and WRH Horn Rapids are referred to individually herein as a “Party” and collectively, as the “Parties”.

I. RECITALS

WHEREAS, the City and WRHA entered into a Gas Purchase and Site License Agreement on December 22, 2017, Richland Contract No. 327-17, with respect to the Horn Rapids Landfill Gas-to-Fuel Project; and

WHEREAS, WRHA has completed the required due diligence to determine that the Landfill Gas and the facility site are sufficient to support a commercially viable Renewable Natural Gas generation system; and

WHEREAS, WRHA has completed negotiations with Cascade Natural Gas Corporation (“Cascade”) to allow delivery of the upgraded landfill gas into Cascade's pipeline system; and

WHEREAS, on November 6, 2018, Richland City Council approved a first amendment to the agreement with WRHA authorizing an extension to the design period to complete its design of the Horn Rapids Landfill Gas Facility, and to account for an extended coordination period with Cascade Natural Gas; and

WHEREAS, on June 10, 2019, Richland City Council approved a second amendment to the agreement with WRHA authorizing an extension to the design period to complete its design of the Horn Rapids Landfill Gas Facility, including a design of the LFG Collection, Transmission, and Interconnection System, and to extend the date for completion of construction; and

WHEREAS, WRHA has completed a preliminary design of the LFG Collection, Transmission and Interconnection System, and seeks to align the construction project with the City's progress for completing landfilling of solid waste in its current permitted landfill; and

WHEREAS, WRH Horn Rapids, a wholly owned subsidiary of WRHA is the successor-in-interest to W.R. Henderson Construction, Inc. based on a Notice of Assignment issued May 3, 2019; and

WHEREAS, now that WRHA has completed negotiations with Cascade, and the City has completed placement of waste in the Horn Rapids Landfill, WRH Horn Rapids seeks to further amend the timeline of dates for design, construction, and commencement of operations of the LFG Facility; and

WHEREAS, WRH Horn Rapids seeks to extend the initial term of the Original Agreement set forth in Section 10.1 of that Agreement from 15 years from the Commercial Operations Commencement Date to 30 years from the Commercial Operations Commencement Date; and

WHEREAS, WRH Horn Rapids seeks to amend the Original Agreement to allow for WRH Horn Rapids to bring in renewable gas from sources other than the Horn Rapids Landfill for processing of LFG, so long as such activity does not interfere with the operations of the Horn Rapids Landfill; and

WHEREAS, the proposed extensions, notices and modifications are reasonable requests that keep the original goal of the Horn Rapids Landfill Gas-to-Fuel project on the path to success.

NOW THEREFORE, in consideration of the foregoing, the City, WRHA and WRH Horn Rapids, LLC hereby agree as follows:

II. AGREEMENT

1. The Original Agreement, Section 4.1.1.2 *Design Period* is modified to read: WRH Horn Rapids shall have 120 days from the date of execution of this Third Amendment (“Design Period”) to finalize the design the Horn Rapids LFG Facility, including the site plan, the building plan, the LFG Collection, Transmission, and Interconnection System, and the landfill closure system as described in the November 2008 Horn Rapids Landfill Closure/Post-Closure Plan. The City will support WRHA’s design effort with existing records and data. WRHA may, as part of its LFG Facility design, propose modifications or additions to the City’s LPG Collection System, either the portion of the system presently in place, or the portion of the system intended to be installed in the phase 2 closure construction project. The City retains the authority to approve or deny approval of WRH Horn Rapids’ proposed changes when, in the City’s judgment, such changes may compromise the City’s ability to comply with its regulatory compliance obligations. WRH Horn Rapids shall be responsible for the entire cost of modifications or additions that WRH Horn Rapids proposes to the City’s existing or planned LFG Collection System.
2. Section 3.2.1 *Payments to the City* is modified to read: For the initial fifteen (15) years of this Agreement, beginning upon the commercial operations commencement date, on or before the twenty-fifth (25th) day of each month, WRH shall make monthly payments for the purchase of Horn Rapids landfill gas and use of the Licensed Premises to the City in the amount of **Six Thousand Dollars (\$6,000.00)** per month. For each subsequent five-year period, the monthly compensation amount shall be adjusted, using the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W), to reflect the effect of inflation over the previous operating period. For the first adjustment, the revised monthly payment shall be determined by the following formula:
 - $\$6,000.00 \times (\text{CPI-W for the first month of commercial operations after completing initial 15 years of operations} / \text{CPI-W for the first month of commercial operations}) = \text{updated payment amount.}$
3. 4.3.1 *Commencement of Construction* is modified to read: Within 360 days following completion of the Design Period as defined in Section 4.1.1.2, WRHA shall undertake, perform, and complete the Horn Rapids LFG construction work in accordance with all of the provisions and requirements of this Agreement. WRHA, WRH Horn Rapids, or their designated contractor shall undertake, perform and complete the vertical gas well drilling and pipe header installation on or before December 31, 2021, prior to the City undertaking the landfill cell closure construction. The City’s agreement with its construction contractor performing the landfill cell closure, who will also install

the liner and stormwater runoff features, will include a term for accommodation of WRH Horn Rapids' contractor who will layout and assemble the gas collector piping to the vertical wells. Consistent with Sections 6.1.1.1 and 6.1.1.2 of the Original Agreement, WRH Horn Rapids will be responsible for maintenance and repair or replacement of the gas wells and conveyance pipelines, including the repair and replacement of disrupted segments of the cap material that occurs if access to the wells and conveyance pipeline is needed beneath the cap. WRH Horn Rapids will conduct a test of the pipeline integrity both before and after the City's contractor works on the site to confirm that the pipeline was in good condition before the City's contractor mobilized, and that the City's contractor did not cause damage during the work. Any conveyance pipeline penetrations needed in the cap will be booted or sealed by the City's contractor with WRH Horn Rapids being responsible for extensions of conveyance pipeline above and outside of the cap to the gas collection equipment site or the master gas pipeline, as required by the applicable design and layout of these structures.

4. Section 6.2 *Operation and Standards* shall be amended by adding Sections 6.2.3 and 6.2.4 regarding processing of RNG from sources outside the Horn Rapids Landfill, which shall read as follows:

- 6.2.3 *Processing or RNG from Other Sources Originated by WRH Horn Rapids.* WRH Horn Rapids may receive and process renewable natural gas from sources other than from the Horn Rapids Landfill for processing of such gas at the Horn Rapids LFG Facility ("Additional RNG"), so long as such activity does not interfere with the operations of the Horn Rapids Landfill. The City will receive two percent (2%) of the gross revenue generated by WRH Horn Rapids from the Additional RNG.

- 6.2.4 *Processing of RNG from City-Originated Sources.* The City may, with advance written agreement of WRH Horn Rapids, originate Additional RNG from third parties for processing at the Horn Rapids LFG Facility, so long as such activity does not interfere with the operations of the Horn Rapids LFG facility, and does not interfere with the operations of the Horn Rapids Landfill. The City will receive five percent (5%) of the gross revenue generated by WRH Horn Rapids from the Additional RNG originated by the City.

- 6.2.5 *Processing of RNG from City-Owned Sources.* The City may, with advance written agreement of WRH Horn Rapids, originate Additional RNG from the City-owned wastewater treatment plant located remote from the Horn Rapids Landfill for processing at the Horn Rapids LFG Facility, so long as such activity does not interfere with the operations of the Horn Rapids LFG facility, and does not interfere with the operations of the Horn Rapids Landfill. The City will receive no less than five percent (5%) and not more than ten percent (10%) of the gross revenue generated by WRH Horn Rapids from the Additional RNG originated by the City. The exact figure will be determined and agreed to by the Parties prior to the start of processing of RNG from City-owned sources.

5. Section 10.1 *Term* is modified to read: Subject to the other provisions hereof and except as may otherwise be previously terminated, this Agreement shall be effective on the Contract Date and shall remain in effect until the thirtieth (30th) annual anniversary of the Commercial Operations Commencement Date ("**Initial Term**").
6. Except as expressly amended and modified by this Third Amendment, the Original Agreement as amended shall continue to be in full force and effect in accordance with the terms thereof.

7. This Amendment shall be construed in accordance with and governed by the laws of the state of Washington.
8. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

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

City of Richland

Jon Amundson, ICMA-CM
Interim City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

WRH Associates, LLC

Kurt Salloux, Managing Member

WRH Horn Rapids, LLC

Kurt Salloux, Managing Member



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 38-21, Authorizing an Interlocal Agreement with City of West Richland for Traffic Signal Technical Services

Department:

Public Works

Ordinance/Resolution Number:

38-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 38-21, authorizing the City Manager to sign and execute an interlocal agreement with the City of West Richland for traffic signal engineering services.

Summary:

The City of West Richland ("West Richland") owns and operates a small number of traffic signals. While West Richland contracts with a local electric contractor for repairs and maintenance of city equipment, there is no regular resource for traffic signal engineering and programming services. The City of Richland ("Richland") owns and operates more than fifty traffic signals, and its Public Works engineering staff has knowledge and expertise with traffic signal engineering and programming.

Mutual advantage can be realized by entering into an interlocal agreement that allows Richland Public Works engineering staff to provide occasional traffic signal engineering services to West Richland. West Richland would benefit by receiving timely, cost-effective traffic signal engineering services, and by having consistent traffic operations along Keene Road, which connects the two cities. Richland would benefit by having its costs of service paid by West Richland, and by having consistent traffic operations along Keene Road.

The Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes local governments to contract for the joint conduct of activities which each of the parties is individually authorized to perform.

Staff recommends adoption of Resolution No. 38-21.

Fiscal Impact:

The proposed agreement will generate a small and indeterminate amount of revenue to offset staff time spent assisting West Richland. Staff time for services rendered will be billed to West Richland at the employees' fully burdened rate of pay (hourly rate plus benefits).

Attachments:

1. Resolution No. 38-21
2. Draft Interlocal Agreement for Traffic Signal Technical Services

RESOLUTION NO. 38-21

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the City of West Richland for traffic signal engineering services.

WHEREAS, the city of West Richland ("West Richland") owns and operates a small number of traffic signals; and

WHEREAS, the city of Richland ("Richland") owns and operates more than fifty traffic signals; and

WHEREAS, West Richland contracts with a local electrical contractor for repairs and maintenance of West Richland's traffic signal equipment, but has no regular resource for traffic signal engineering and programming services; and

WHEREAS, Richland's Public Works engineering staff does have knowledge and expertise with traffic signal engineering and programming; and

WHEREAS, mutual advantage can be realized by entering into an interlocal agreement that allows Richland Public Works engineering staff to provide occasional traffic signal engineering services to West Richland; and

WHEREAS, West Richland would benefit by receiving timely cost-effective traffic signal engineering services and by having consistent traffic operations along Keene Road that connects the two cities; and

WHEREAS, Richland would benefit by having its costs of service paid by West Richland and by having consistent traffic operations along Keene Road that connects the two cities; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this interlocal agreement to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with West Richland for traffic signal technical services.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT
Between
Cities of West Richland and Richland
For
Traffic Signal Technical and Programming Assistance

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2021 by and between the **CITY OF WEST RICHLAND** (hereinafter "West Richland"), a municipal corporation of the State of Washington, and the **CITY OF RICHLAND** (hereinafter "Richland"), a municipal corporation of the State of Washington (referred to collectively as the "Parties"). This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, West Richland owns and operates a small number of traffic signals; and

WHEREAS, Richland owns and operates more than fifty traffic signals; and

WHEREAS, West Richland contracts with a local electrical contractor for repairs and maintenance of West Richland's traffic signal equipment that excludes traffic signal technical and programming services; and

WHEREAS, West Richland's Public Works engineering staff does not have sufficient knowledge and/or expertise with traffic signal technical and programming; and

WHEREAS, West Richland desires to enter into an agreement for traffic signal technical and programming assistance with Richland; and

WHEREAS, Richland's Public Works engineering staff has knowledge and expertise with traffic signal technical and programming; and

WHEREAS, Richland and West Richland residents benefit from cost-effective partnering between their two government organizations; and

WHEREAS, the Interlocal Cooperation Act contained in Ch. 39.34 RCW authorizes local governments to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize Richland to provide traffic signal technical and programming assistance to West Richland in exchange for timely and fair reimbursement of said assistance.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

Section 3. Responsibilities of Richland

Richland shall have the following responsibilities:

- A. Richland may provide traffic signal technical and programming assistance for West Richland during normal business hours when requested by West Richland, subject to Richland's current workload and staffing availability.
- B. Richland shall provide a written invoice to West Richland for any assistance completed under this Agreement. Invoices shall detail the date(s) of work, hours worked, and a general description of work completed.

Section 4. Responsibilities of West Richland

West Richland shall have the following obligations:

- A. West Richland may seek assistance from Richland by providing a written request for traffic signal technical and programming assistance. The request shall include West Richland's best effort to clearly define the scope of services being sought. Richland may decline to provide assistance under this Agreement in the event West Richland's request for services is unclear.
- B. West Richland shall pay the invoice received by Richland within thirty (30) days of receipt. If West Richland fails to pay any invoice within thirty (30) calendar days of receipt, such unpaid invoice shall bear interest at the rate of twelve (12) percent per annum until the amount of such unpaid invoice, plus interest thereon, is paid in full.

Section 5. Duration

The Agreement shall be effective when executed by both Richland and West Richland, and shall remain in effect until terminated as set forth in Section 6.

Section 6. Termination

This Agreement may be terminated by either West Richland or Richland with or without cause upon thirty (30) day's written notice from the terminating party to the other.

Section 7. Notices

Notice given under this Agreement shall be in writing, and may be by mail, personal delivery or email transmission. Written notices shall be directed to the Parties as follows:

City of Richland
625 Swift Boulevard, MS-26
Richland, WA. 99352
Attn: Public Works Director
progalsky@ci.richland.wa.us

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, WA. 99353
Attn: Public Works Director
roscoe@westrichland.org

Section 8. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor or posting on each agency's website after it is fully executed by the Parties.

Section 9. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 10. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 11. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

Section 12. Waiver

No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 13. Indemnification

West Richland shall defend, indemnify, and hold Richland, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting, directly or indirectly, from this Agreement.

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

City of Richland

City of West Richland

Jon Amundson
Interim City Manager

Brent Gerry, Mayor

Attest:

Attest:

Jennifer Rogers, City Clerk

Stephanie Haug, City Clerk

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

Bronson Brown, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 39-21, Authorizing Addendum No. 2 to the 2010 Metro Interlocal Agreement

Department:

Police

Ordinance/Resolution Number:

39-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 39-21, authorizing the City Manager to sign and execute Addendum No. 2 to the 2010 Metro Interlocal Agreement

Summary:

Metro is an administrative entity created by interlocal agreement for the purpose of combating controlled substances trafficking within the Tri-Cities community. Metro is currently comprised of the cities of Kennewick, Pasco, Richland, and West Richland, and the counties of Benton and Franklin. The City of Kennewick is currently the administrative jurisdiction for Metro.

Metro is primarily funded by the Byrne JAG Grant, the High Intensity Drug Trafficking Area (HIDTA) Program, and the Drug Enforcement Administration (DEA). The Byrne JAG Grant is primarily utilized for funding the legal secretary position and portions of the Metro Commander and Metro Sergeant positions. The HIDTA funding has primarily been utilized for confidential buy funds, overtime, and training reimbursement. The DEA provides office space and electronic equipment.

Until 2018, the Byrne JAG Grant had adequately funded a legal secretary and portions of the Commander and Sergeant positions. In 2018, the grant funds were received late, which necessitated the first addendum to the 2010 Metro Interlocal Agreement to cover the temporary shortfall. In 2019, the Byrne JAG Grant funds received did not provide sufficient funding to cover the costs of the identified positions. The parties do not expect to receive JAG Grant funds in 2020 or thereafter. Further, the HIDTA funding has not been available since 2018, and must be made up through additional contributions by Metro members.

The parties propose to amend the existing interlocal agreement to add a formula to address the shortfall. Projected shortfalls for costs other than the costs of the administrative assistant and the Benton County contribution for confidential buy funds will be split equally between the six parties to the 2010 Metro Interlocal Agreement.

Staff recommends approval of Resolution No. 39-21.

Fiscal Impact:

The City expects to use Public Safety Sales Tax revenue to cover the shortfall.

Attachments:

1. Resolution No. 39-21
2. Proposed Addendum No. 2 - 2010 Metro Interlocal Agreement

RESOLUTION NO. 39-21

A RESOLUTION of the City of Richland authorizing
Addendum No. 2 to the 2010 Metro Interlocal Agreement.

WHEREAS, prior to 1987, the cities of Kennewick, Pasco, Richland, and West Richland, and the counties of Benton and Franklin, through their law enforcement agencies, maintained a working agreement for the purpose of combating controlled substances trafficking within the Tri-Cities community. This quasi-organized effort was known as the Metropolitan Enforcement Group ("Metro"); and

WHEREAS, the original parties entered into an Interlocal Agreement in 1987 which provided a more formal organization in order to centralize supervision and to qualify for federal funds dispensed by Washington State's Department of Community Trade and Economic Development ("CTED"); and

WHEREAS, in November of 1990, the cities of Connell and Prosser desired to also participate in the group, and the original parties desired to include them. In October of 1991 and January of 1994, respectively, the cities of Prosser and Connell decided to no longer participate. In December 2004, the City of West Richland also decided to no longer participate; and

WHEREAS, on December 30, 2009, the cities of Kennewick, Richland and Pasco and the counties of Benton and Franklin entered into a revised Metro Interlocal Agreement reflecting transfer of administrative duties for Metro from the City of Pasco to the City of Kennewick; and

WHEREAS, in January 2010, the City of West Richland notified the member agencies of Metro of its desire to rejoin Metro. The parties executed the current Metro Interlocal Agreement in March of 2010 to add West Richland; and

WHEREAS, Metro is primarily funded by the Byrne JAG Grant, the High Intensity Drug Trafficking Area (HIDTA) Program and the Drug Enforcement Administration (DEA). The Byrne JAG Grant is primarily utilized for funding the legal secretary position and portions of the Metro Commander and Metro Sergeant positions. The HIDTA funding has primarily been used for confidential buy funds, personnel overtime, and training reimbursement. The DEA has provided office space and electronic equipment; and

WHEREAS, until 2018, the Byrne JAG Grant had adequately funded a legal secretary and portions of the Commander and Sergeant positions. In 2018, the grant funds were received late, which required execution of Addendum No. 1 to the Metro Interlocal Agreement to cover the temporary shortfall through June 30, 2019; and

WHEREAS, in 2019, the Byrne JAG Grant funds received did not provide sufficient funding to cover the costs of the identified positions, which were reflected in the adopted budget for the 2019-2020 Metro budget cycle. The parties do not expect to receive JAG

Grant funds in 2020 or thereafter. Additionally, the HIDTA funding, which has not been available since 2018, must be made up through additional contributions by the Metro members; and

WHEREAS, the parties intend to address the funding shortfalls resulting from the decrease in available grant funds to Metro for the period January 1, 2021 to December 31, 2024 through execution of Addendum No. 2 to the 2010 Metro Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Addendum No. 2 to the 2010 Metro Interlocal Agreement.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

ADDENDUM NO. 2
TO THE
METRO INTERLOCAL AGREEMENT

THIS ADDENDUM is made and entered into effective January 1, 2021, by and between the following parties:

City of Pasco
City of Kennewick
City of Richland
City of West Richland
Benton County
Franklin County

SECTION 1 – PURPOSE

The Tri-Cities Metro Drug Task Force (Metro) has primarily been funded by the Byrne JAG Grant, the High Intensity Drug Trafficking Area (HIDTA) Program and the Drug Enforcement Administration (DEA). The Byrne JAG Grant is primarily utilized for funding the legal secretary position and portions of the Metro Commander and Metro Sergeant's position. The HIDTA funding has primarily been utilized for confidential buy funds, personnel overtime, and training reimbursement. The DEA has provided office space and electronic equipment.

Until 2018, the Byrne JAG Grant had adequately funded a legal secretary and portions of the Commander and Sergeant's positions. In 2018 the grant funds were received late which necessitated the first Addendum to the Metro Interlocal Agreement to cover the temporary shortfall through June 30, 2019. In 2019, the Byrne JAG Grant funds that were received did not provide sufficient funding to cover the costs of those positions, which were reflected in the adopted budget for the 2019-2020 Metro budget cycle. The parties do not expect to receive JAG Grant funds in 2020 or thereafter. Additionally, the HIDTA funding has not been available since 2018, which must be made up through additional contributions by the Metro members.

Beginning July 1, 2020, the legal secretary position was changed to an administrative assistant position.

It is the parties' intent to agree to the following to address the funding shortfalls resulting from the decrease in available grant funds to Metro for the period January 1, 2021, through December 31, 2024.

THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties agree to amend the Metro Interlocal Agreement as follows:

SECTION 2 - AMENDMENT

Section 1. Addendum No. 1 dated March 30, 2018, is superseded hereby, and subsection (e) of Section 5 of the Metro Interlocal Agreement is hereby replaced in its entirety and shall, effective January 1, 2021, read as follows:

e. In addition to the personnel contributed by the parties to Metro, financial assistance shall be provided as follows:

- (1) Until December 31, 2024, Benton County shall pay quarterly for 75% of the cost of the administrative assistant provided by the City of Kennewick plus \$37,500 annually (\$9,375 quarterly) for confidential buy funds. Seventy-five percent (75%) of any Byrne JAG Grant funds or HIDTA funding received in 2021 or later shall be applied as a credit towards any invoice to Benton County until the balance of those funds has been exhausted.
- (2) Until December 31, 2024, Franklin County shall pay quarterly for 25% of the cost of the administrative assistant provided by the City of Kennewick plus \$12,500 annually (\$3,125 quarterly) for confidential buy funds. Twenty-five percent (25%) of any Byrne JAG Grant funds or HIDTA funding received in 2021 or later shall be applied as a credit towards any invoice to Franklin County until the balance of those funds has been exhausted.
- (3) Until December 31, 2024, any funding shortfall for METRO for costs other than the costs of the administrative assistant and the County contribution for confidential buy funds as agreed to above shall be split as follows:

Benton County – 18.18%
Franklin County – 18.18%
City of Kennewick – 18.18%
City of Pasco – 18.18%
City of Richland – 18.18%
City of West Richland – 9.10%

- (4) Unless mutually agreed upon through a future addendum to the Metro Interlocal Agreement, effective January 1, 2025, and thereafter all funding shortfalls for METRO shall be split in the same manner outlined in subsection (3) above.

Section 2. All other terms and conditions contained in the Metro Interlocal Agreement dated May 16, 2017 not specifically amended above shall remain in full force and effect.

DATED this _____ day of April, 2021.

CITY OF KENNEWICK

CITY OF RICHLAND

MARIE E. MOSLEY, City Manager

JON AMUNDSON, Interim City Manager

Approved as to Form:

LISA BEATON
Kennewick City Attorney

CITY OF PASCO

DAVID ZABELL, City Manager

Approved as to Form:

ERIC W. FERGUSON
Pasco City Attorney

CITY OF WEST RICHLAND

BRENT GERRY, Mayor

Approved as to Form:

BRONSON BROWN
West Richland City Attorney

HEATHER D. KINTZLEY
Richland City Attorney

FRANKLIN COUNTY

CLINT DIDIER, Commissioner

JENNIFER JOHNSON
Franklin County Prosecutor's Office

BENTON COUNTY

JEROME DELVIN, Commissioner

RYAN BROWN
Benton County Prosecutor's Office



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 40-21, Amending the Consultant Agreement with RLR Cultural Resources LLC for Cultural Monitoring on the Columbia Park Trail - East Improvements Project

Department:

Public Works

Ordinance/Resolution Number:

40-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 40-21, authorizing the City Manager to sign and execute an amendment to the consultant agreement with RLR Cultural Resources LLC for the Columbia Park Trail - East Improvements project.

Summary:

The City of Richland is currently actively constructing the Columbia Park Trail - East Improvements project. As a condition of project permits, the City is required to employ a third-party cultural resources monitoring company to observe the work.

On January 16, 2021, the City executed a consultant agreement with RLR Cultural Resources LLC to perform cultural monitoring services on the project. By order of state regulatory authorities, the scope of work has increased beyond the estimates used to develop the original contract. RLR Cultural Resources LLC is best-positioned to meet the increased cultural monitoring needs because of its prior and current presence on the project.

Staff recommends adoption of Resolution No. 40-21.

Fiscal Impact:

The total estimated additional cost authorized by this amendment will be \$96,174. The Columbia Park Trail - East Improvements project budget has approximately \$1,000,000 available in contingency to cover these additional cultural monitoring costs.

Attachments:

1. Resolution No. 40-21
2. Proposed Second Amendment - RLR Cultural Resources LLC

RESOLUTION NO. 40-21

A RESOLUTION of the City of Richland authorizing an amendment to the consultant agreement with RLR Cultural Resources LLC related to the Columbia Park Trail – East Improvements project.

WHEREAS, the City of Richland is currently actively constructing the Columbia Park Trail – East Improvements project; and

WHEREAS, the City is required, as a condition of project permits, to employ a third-party cultural resources monitoring company to observe the work; and

WHEREAS, on January 16, 2021, the City executed a consultant agreement with RLR Cultural Resources LLC to perform cultural monitoring services on the project; and

WHEREAS, by order of state regulatory authorities, the scope of work for the City’s cultural resource monitoring work has increased beyond the estimates used to develop the original contract; and

WHEREAS, RLR Cultural Resources LLC is best positioned to meet the increased cultural monitoring needs because of its prior and current presence on the project; and

WHEREAS, the City’s best interests are served by amending the agreement with RLR Cultural Resources LLC to provide for additional support and monitoring 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 an amendment to the consultant agreement with RLR Cultural Resources LLC for cultural monitoring services for the Columbia Park Trail – East Improvements project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH RLR CULTURAL RESOURCES LLC
CONTRACT NO. 09-21**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 09-21, related to **Columbia Park Trail East Cultural Monitoring**. The Agreement was fully executed on **1/16/2021**. The expiration date of the Agreement is **12/31/2021**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 09-21 as follows:

1. The Consultant shall provide services described in the attached **Scope of work dated March 2021 (Exhibit A)**, which is hereby incorporated into Contract No. 09-21.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$96,174. The new contract value is now \$146,142.
3. The contract period shall: ☒ remain unchanged; ☐ extend to **date**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

RLR Cultural Resources LLC

By: _____
Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney



PO Box 2215 Yakima WA. 98907 Phone/Fax (509) 952-5130 (509) 498-9818
chris@reisslandreau.com

**Supplemental Archaeological Daily Cost Rate during Trenching and Excavation For
 Richland -Columbia Park Trail- Project- Additional Required work**

March 2021

RLR Cultural Resources LLC (RLR) proposes the following Scope of Work be undertaken to provide additional archaeological monitoring during excavations for a proposed street improvement project.

Scope of Work

1. The archaeologist will monitor site excavations during construction. Periodically, it may be necessary for the archaeologist to halt the digging for a very short time to investigate features or anomalies visible in the soil.
2. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area.
3. If any inadvertent human remains are found on site, the nearest tribes (if the burials are potentially native American), as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

Project Report

RLR will submit a letter report detailing the findings of the monitoring activities.

Budget:

Task/Personnel	Function	Rate/hr.	Hours	Total
Project Management/Coordination				
Chris Landreau	<i>Project Director</i>	\$95.00	4	\$380
J.Allen	<i>Principle Investigator</i>	\$79.00	2	\$158
			Total	\$538
Archival Research/Prefield				
J. Allen	<i>Archaeologist</i>	\$79.00	4	\$316
			Total	\$316
Monitoring				
M. Hughes	<i>Archaeologist</i>	\$65.00	580	\$37,700
J.Allen	<i>Principle Investigator</i>	\$79.00	16	\$1,264
			Total	\$38,964
Letter Report Preparation				
J. Allen	<i>Archaeologist</i>	\$79.00	2	\$158
M. Hughes	<i>Principle Investigator</i>	\$65.00	16	\$1,040
			Total	\$1,198
			TOTAL	\$41,016

RLR CULTURAL RESOURCES, LLC
Archaeology and Historic Preservation

1103 S. 32 Ave Yakima WA. 98902 Phone/Fax (509) 952-5130, 453-4145
chrislandreau@charter.net

	LABOR		
Expenses			
Mileage	\$0.58	4400	\$2,552
Per-Diem (Lodging Food)	\$160.00	40	\$6,400
		Total	\$8,952
Total Estimated Cost-Cultural Resources			<u>\$49,968</u>

This project will include a full time-account by RLR. Any additional time requirement will require an additional proposal.

Proposal - Additional Required Screening & Monitoring:

Project Management/Coordination	Title	Rate	Hours	Total
	<i>Project Director</i>	\$95.00	8	\$760
	<i>Principle Investigator</i>	\$79.00	80	\$6,320
			Total	\$7,080
Archival Research/Prefield				
	<i>Archaeologist</i>	\$79.00	8	\$632
			Total	\$632
Screening				
	<i>Archaeologist</i>	\$71.00	400	\$28,400
			Total	\$28,400
Letter Report Preparation				
	<i>Archaeologist</i>	\$79.00	2	\$158
	<i>Principle Investigator</i>	\$65.00	16	\$1,040
			Total	\$1,198
			TOTAL LABOR	\$37,310
Expenses				
	Mileage	\$0.58	1600	\$928
	Per-Diem (Lodging Food)	\$166.00	48	\$7,968
			Total	\$8,896
Total Estimated Cost-Cultural Resources				<u><u>\$46,206</u></u>

Christopher Landreau
Director
RLR Cultural Resources, LLC

16-Mar-21



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 41-21, Authorizing Award of Bid to Doolittle Construction, LLC for the 2021 Slurry Seal Project

Department:
Public Works

Ordinance/Resolution Number:
41-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 41-21, authorizing the City Manager to sign and execute a construction contract with Doolittle Construction, LLC for the 2021 Slurry Seal project.

Summary:

The City of Richland's 2021-2026 Capital Improvement Plan (CIP) includes the Pavement Preservation Program, which is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City's street surfaces.

On February 2, 2021, Richland City Council authorized an interlocal agreement with the Port of Benton to add the Port of Benton's slurry seal project to the City's 2021 contract, thereby serving the best interests of both jurisdictions and the general public.

All project development and design work required to advance the 2021 Slurry Seal project to construction has been completed. Bids were solicited in accordance with the City's purchasing policies, with four (4) bids received and opened on March 22, 2021. Of the four received, Doolittle Construction, LLC submitted the lowest responsible bid.

The City's best interests are served by completing the project in accordance with the CIP, the interlocal agreement with the Port of Benton, project design, and the lowest responsible bid.

Staff recommends adoption of Resolution No. 41-21.

Fiscal Impact:

This project is budgeted in the 2021 Capital Improvement Plan Pavement Preservation Program which has a beginning budget of \$2,200,000. These funds will be used, along with funding from the Port of Benton in the amount of approximately \$150,000. City costs are estimated to be \$435,020 which includes construction, contingency, construction inspection and design.

Attachments:

1. Resolution No. 41-21
2. 2021 Slurry Seal - Bid Tab
3. 2021 Slurry Seal Vicinity Map

RESOLUTION NO. 41-21

A RESOLUTION of the City of Richland authorizing a construction contract with Doolittle Construction, LLC for the 2021 Slurry Seal project.

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program"); and

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

WHEREAS, on February 2, 2021, Richland City Council authorized an interlocal agreement with the Port of Benton that enables the addition of the Port of Benton's slurry seal project into the City's 2021 contract, thereby serving the best interests of both jurisdictions and the general public; and

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

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with four (4) bids received and opened on March 22, 2021; and

WHEREAS, Doolittle Construction, LLC submitted the lowest responsible bid of the four (4) received; and

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

WHEREAS, the City's best interests are served by completing the project in accordance with the Capital Improvement Plan, interlocal agreement with the Port of Benton, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Doolittle Construction, LLC in the amount of \$506,020.56, and execute change orders in an aggregate amount not to exceed \$50,000 as needed to fulfill the 2021 Slurry Seal project's design intent.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	March 22, 2021	ITB #	21-0021
2021 SLURRY SEAL			

				ENGINEER'S ESTIMATE		DOOLITTLE CONSTRUCTION LLC BELLEVUE, WA		BLACKLINE INC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A: City of Richland Slurry Seal Base Bid								
A-1	Mobilization.	1	LS	\$35,000.00	35,000.00	13,500.00	13,500.00	12,000.00	12,000.00
A-2	SPCC plan.	1	LS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
A-3	Project temporary traffic control.	1	LS	15,000.00	15,000.00	17,800.00	17,800.00	25,000.00	25,000.00
A-4	Portable changeable message sign.	240	HR	10.00	2,400.00	6.00	1,440.00	7.00	1,680.00
A-5	Tree trimming.	1	LS	2,500.00	2,500.00	10,000.00	10,000.00	5,000.00	5,000.00
A-6	Type II Slurry Seal.	156,842	SY	1.75	274,473.50	1.49	233,694.58	1.58	247,810.36
A-7	Type III Slurry Seal.	23,042	SY	2.00	46,084.00	2.21	50,922.82	2.35	54,148.70
A-8	Removing plastic line.	2,417	LF	0.40	966.80	1.00	2,417.00	1.25	3,021.25
A-9	Removing plastic crosswalk line & stop bar.	2,010	SF	7.50	15,075.00	1.50	3,015.00	1.75	3,517.50
A-10	Removing plastic traffic letters.	18	EA	30.00	540.00	60.00	1,080.00	80.00	1,440.00
A-11	Plastic line	13,070	LF	1.25	16,337.50	0.80	10,456.00	1.00	13,070.00
A-12	Plastic stop line (18", preformed)	49	LF	12.00	588.00	10.00	490.00	12.00	588.00
A-13	Plastic crosswalk line (preformed).	1,936	SF	8.50	16,456.00	5.90	11,422.40	7.00	13,552.00
Schedule A: City of Richland Slurry Seal Base Bid SUBTOTAL					\$426,420.80	\$357,237.80		\$381,827.81	
0% SALES TAX					-	-		-	
Schedule A: City of Richland Slurry Seal Base Bid TOTAL					\$426,420.80	\$357,237.80		\$381,827.81	
	Schedule B: Port of Benton Slurry Seal Base Bid								
B-1	Mobilization.	1	LS	\$15,000.00	15,000.00	2,500.00	2,500.00	2,000.00	2,000.00
B-2	Project temporary traffic control.	1	LS	12,000.00	12,000.00	12,220.00	12,220.00	2,500.00	2,500.00
B-3	Type II Slurry Seal.	41,290	SY	1.75	72,257.50	1.73	71,431.70	1.58	65,238.20
B-4	Removing plastic line.	32	LF	1.25	40.00	7.50	240.00	8.00	256.00
B-5	Removing plastic crosswalk line.	81	SF	10.00	810.00	7.50	607.50	8.00	648.00
B-7	Paint line.	13,210	LF	0.50	6,605.00	0.30	3,963.00	0.40	5,284.00
B-8	Painted crosswalk line.	352	SF	2.50	880.00	3.00	1,056.00	3.50	1,232.00
B-9	Painted stop line.	226	LF	1.25	282.50	2.00	452.00	2.50	565.00
B-10	Painted crosshatch marking.	400	LF	\$0.75	300.00	0.50	200.00	0.75	300.00
B-11	Painted traffic arrow.	13	EA	75.00	975.00	50.00	650.00	75.00	975.00
B-12	Painted traffic letter.	20	EA	50.00	1,000.00	50.00	1,000.00	75.00	1,500.00
Schedule B: Port of Benton Slurry Seal Base Bid SUBTOTAL					\$110,150.00	\$94,320.20		\$80,498.20	
8.6% SALES TAX					9,472.90	8,111.54		6,922.85	
Schedule B: Port of Benton Slurry Seal Base Bid TOTAL					\$119,622.90	\$102,431.74		\$87,421.05	

				ENGINEER'S ESTIMATE		DOOLITTLE CONSTRUCTION LLC BELLEVUE, WA		BLACKLINE INC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ADD ALTERNATIVE 1: Port of Benton Slurry Seal								
Alt1-1	Mobilization.	1	LS	\$5,000.00	5,000.00	750.00	750.00	1,250.00	1,250.00
Alt1-2	Project temporary traffic control.	1	LS	4,000.00	4,000.00	2,595.00	2,595.00	5,000.00	5,000.00
Alt1-3	Type II Slurry Seal.	12,820	SY	1.75	22,435.00	1.35	17,307.00	1.58	20,255.60
Alt1-4	Removing plastic line.	1,926	LF	0.40	770.40	1.00	1,926.00	1.25	2,407.50
Alt1-5	Removing plastic crosswalk line.	450	SF	7.50	3,375.00	1.50	675.00	1.75	787.50
Alt1-6	Paint line.	3,041	LF	0.50	1,520.50	0.60	1,824.60	1.00	3,041.00
Alt1-7	Painted crosswalk line.	736	SF	2.50	1,840.00	3.00	2,208.00	3.50	2,576.00
Alt1-8	Painted stop line.	287	LF	1.25	358.75	2.00	574.00	2.50	717.50
Alt1-9	Tree trimming.	1	LS	1,000.00	1,000.00	500.00	500.00	1,250.00	1,250.00
ADD ALTERNATIVE 1: Port of Benton Slurry Seal SUBTOTAL					\$40,299.65		\$28,359.60		\$37,285.10
8.6% SALES TAX					3,465.77		2,438.93		3,206.52
ADD ALTERNATIVE 1: Port of Benton Slurry Seal TOTAL					\$43,765.42		\$30,798.53		\$40,491.62
	ADD ALTERNATIVE 2: Port of Benton Slurry Seal								
Alt2-1	Mobilization.	1	LS	\$5,000.00	5,000.00	750.00	750.00	750.00	750.00
Alt2-2	Project temporary traffic control.	1	LS	4,000.00	4,000.00	1,705.00	1,705.00	3,000.00	3,000.00
Alt2-3	Type II Slurry Seal.	6,110	SY	1.75	10,692.50	1.35	8,248.50	1.58	9,653.80
Alt2-4	Removing plastic line.	277	LF	0.40	110.80	2.50	692.50	3.00	831.00
Alt2-5	Removing plastic crosswalk line.	60	SF	7.50	450.00	5.00	300.00	6.00	360.00
Alt2-6	Paint line.	1,586	LF	0.50	793.00	0.65	1,030.90	0.80	1,268.80
Alt2-7	Painted crosswalk line.	224	SF	2.50	560.00	3.50	784.00	4.25	952.00
Alt2-8	Painted stop line.	94	LF	1.25	117.50	2.50	235.00	3.00	282.00
Alt2-9	Painted traffic arrow.	1	EA	75.00	75.00	75.00	75.00	100.00	100.00
Alt2-10	Tree trimming.	1	LS	\$1,000.00	1,000.00	500.00	500.00	300.00	300.00
ADD ALTERNATIVE 2: Port of Benton Slurry Seal SUBTOTAL					\$22,798.80		\$14,320.90		\$17,497.60
8.6% SALES TAX					1,960.70		1,231.60		1,504.79
ADD ALTERNATIVE 2: Port of Benton Slurry Seal TOTAL					\$24,759.50		\$15,552.50		\$19,002.39
Schedule A: City of Richland Slurry Seal Base Bid					\$426,420.80		\$357,237.80		\$381,827.81
Schedule B: Port of Benton Slurry Seal Base Bid					119,622.90		102,431.74		87,421.05
ADD ALTERNATIVE 1: Port of Benton Slurry Seal					43,765.42		30,798.53		40,491.62
ADD ALTERNATIVE 2: Port of Benton Slurry Seal					24,759.50		15,552.50		19,002.39
GRAND TOTAL					\$614,568.62		\$506,020.56		\$528,742.87

City of Richland

DATE BIDS OPENED:	March 22, 2021	ITB #	21-0021
2021 SLURRY SEAL			

INTERMOUNTAIN SLURRY SEAL, INC RENO, NV	VSS INTERNATIONAL, INC WEST SACRAMENTO, CA	
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: City of Richland Slurry Seal Base Bid									
A-1	Mobilization.	1	LS	15,144.58	15,144.58	8,025.00	8,025.00		-
A-2	SPCC plan.	1	LS	1,000.00	1,000.00	1,500.00	1,500.00		-
A-3	Project temporary traffic control.	1	LS	28,000.00	28,000.00	82,759.35	82,759.35		-
A-4	Portable changeable message sign.	240	HR	6.00	1,440.00	23.80	5,712.00		-
A-5	Tree trimming.	1	LS	4,000.00	4,000.00	7,875.00	7,875.00		-
A-6	Type II Slurry Seal.	156,842	SY	1.60	250,947.20	1.60	250,947.20		-
A-7	Type III Slurry Seal.	23,042	SY	1.96	45,162.32	2.15	49,540.30		-
A-8	Removing plastic line.	2,417	LF	1.00	2,417.00	1.05	2,537.85		-
A-9	Removing plastic crosswalk line & stop bar.	2,010	SF	1.50	3,015.00	1.58	3,175.80		-
A-10	Removing plastic traffic letters.	18	EA	60.00	1,080.00	63.00	1,134.00		-
A-11	Plastic line	13,070	LF	0.80	10,456.00	0.84	10,978.80		-
A-12	Plastic stop line (18", preformed)	49	LF	10.00	490.00	10.50	514.50		-
A-13	Plastic crosswalk line (preformed).	1,936	SF	5.90	11,422.40	6.20	12,003.20		-

Schedule A: City of Richland Slurry Seal Base Bid SUBTOTAL **\$374,574.50** **\$436,703.00** **\$0.00**

0% SALES TAX **-** **-** **-**

Schedule A: City of Richland Slurry Seal Base Bid TOTAL **\$374,574.50** **\$436,703.00** **\$0.00**

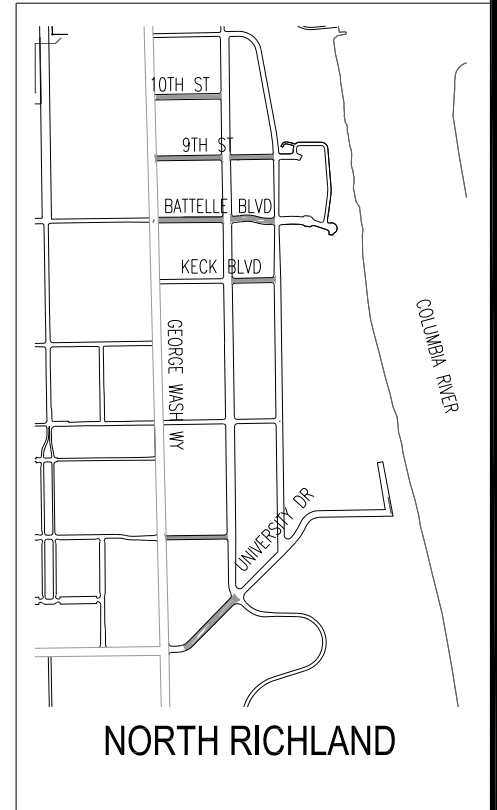
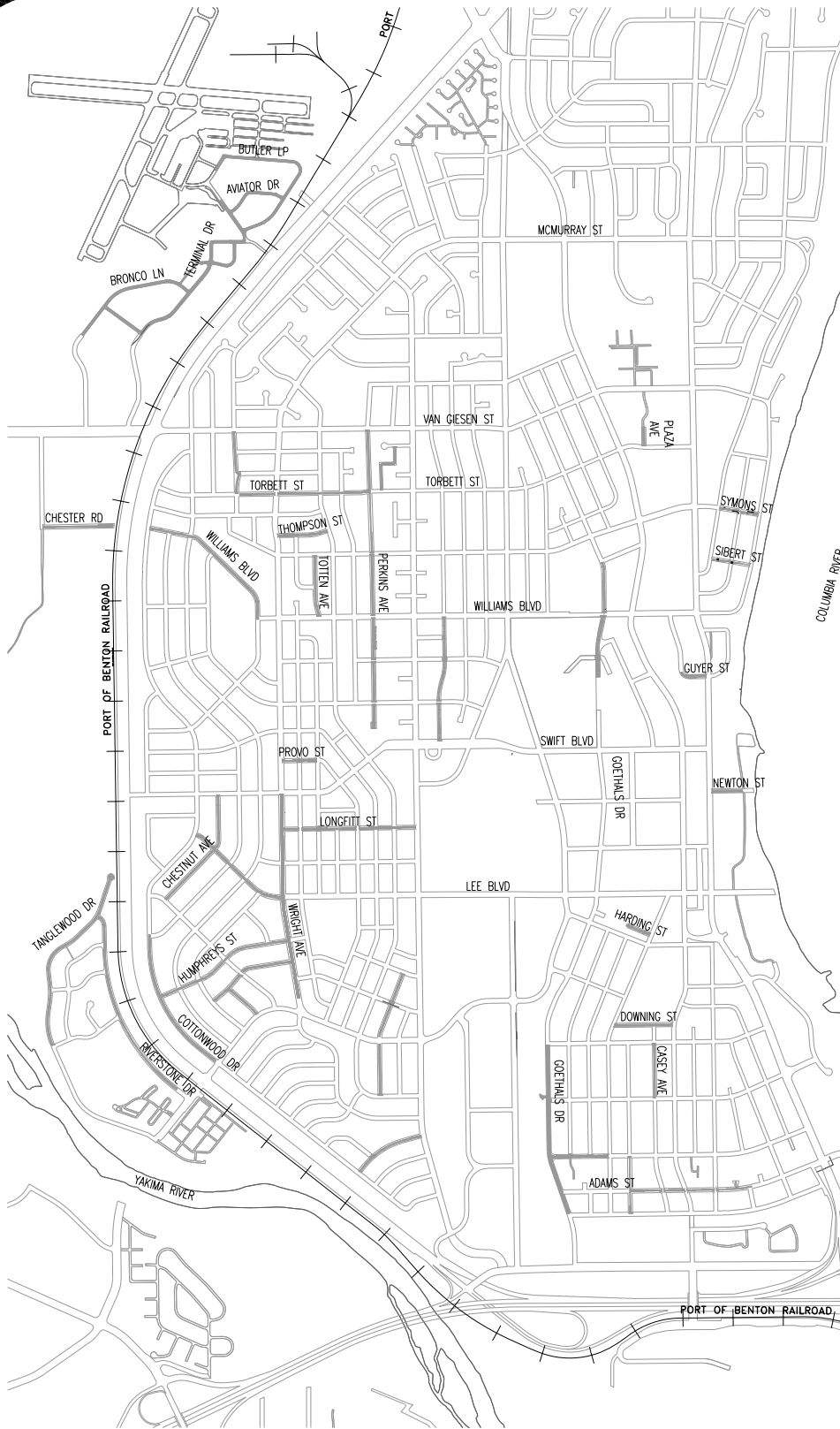
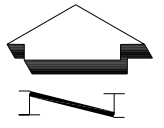
Schedule B: Port of Benton Slurry Seal Base Bid									
B-1	Mobilization.	1	LS	8,357.99	8,357.99	8,025.00	8,025.00		-
B-2	Project temporary traffic control.	1	LS	9,300.00	9,300.00	28,361.46	28,361.46		-
B-3	Type II Slurry Seal.	41,290	SY	1.60	66,064.00	1.60	66,064.00		-
B-4	Removing plastic line.	32	LF	7.50	240.00	7.88	252.16		-
B-5	Removing plastic crosswalk line.	81	SF	7.50	607.50	7.88	638.28		-
B-7	Paint line.	13,210	LF	0.30	3,963.00	0.32	4,227.20		-
B-8	Painted crosswalk line.	352	SF	3.00	1,056.00	3.15	1,108.80		-
B-9	Painted stop line.	226	LF	2.00	452.00	2.10	474.60		-
B-10	Painted crosshatch marking.	400	LF	0.50	200.00	0.53	212.00		-
B-11	Painted traffic arrow.	13	EA	50.00	650.00	52.50	682.50		-
B-12	Painted traffic letter.	20	EA	50.00	1,000.00	52.50	1,050.00		-

Schedule B: Port of Benton Slurry Seal Base Bid SUBTOTAL **\$91,890.49** **\$111,096.00** **\$0.00**

8.6% SALES TAX **7,902.58** **9,554.26** **-**

Schedule B: Port of Benton Slurry Seal Base Bid TOTAL **\$99,793.07** **\$120,650.26** **\$0.00**

				INTERMOUNTAIN SLURRY SEAL, INC RENO, NV		VSS INTERNATIONAL, INC WEST SACRAMENTO, CA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ADD ALTERNATIVE 1: Port of Benton Slurry Seal								
Alt1-1	Mobilization.	1	LS	1,397.03	1,397.03	762.50	762.50		-
Alt1-2	Project temporary traffic control.	1	LS	4,500.00	4,500.00	4,042.77	4,042.77		-
Alt1-3	Type II Slurry Seal.	12,820	SY	1.60	20,512.00	1.60	20,512.00		-
Alt1-4	Removing plastic line.	1,926	LF	1.00	1,926.00	1.05	2,022.30		-
Alt1-5	Removing plastic crosswalk line.	450	SF	1.50	675.00	1.58	711.00		-
Alt1-6	Paint line.	3,041	LF	0.60	1,824.60	0.63	1,915.83		-
Alt1-7	Painted crosswalk line.	736	SF	3.00	2,208.00	3.15	2,318.40		-
Alt1-8	Painted stop line.	287	LF	2.00	574.00	2.10	602.70		-
Alt1-9	Tree trimming.	1	LS	500.00	500.00	787.50	787.50		-
ADD ALTERNATIVE 1: Port of Benton Slurry Seal SUBTOTAL					\$34,116.63		\$33,675.00		\$0.00
8.6% SALES TAX					2,934.03		2,896.05		-
ADD ALTERNATIVE 1: Port of Benton Slurry Seal TOTAL					\$37,050.66		\$36,571.05		\$0.00
	ADD ALTERNATIVE 2: Port of Benton Slurry Seal								
Alt2-1	Mobilization.	1	LS	1,712.63	1,712.63	762.50	762.50		-
Alt2-2	Project temporary traffic control.	1	LS	2,000.00	2,000.00	2,608.22	2,608.22		-
Alt2-3	Type II Slurry Seal.	6,110	SY	1.60	9,776.00	1.60	9,776.00		-
Alt2-4	Removing plastic line.	277	LF	2.50	692.50	2.63	728.51		-
Alt2-5	Removing plastic crosswalk line.	60	SF	5.00	300.00	5.25	315.00		-
Alt2-6	Paint line.	1,586	LF	0.65	1,030.90	0.68	1,078.48		-
Alt2-7	Painted crosswalk line.	224	SF	3.50	784.00	3.68	824.32		-
Alt2-8	Painted stop line.	94	LF	2.50	235.00	2.63	247.22		-
Alt2-9	Painted traffic arrow.	1	EA	75.00	75.00	78.75	78.75		-
Alt2-10	Tree trimming.	1	LS	500.00	500.00	525.00	525.00		-
ADD ALTERNATIVE 2: Port of Benton Slurry Seal SUBTOTAL					\$17,106.03		\$16,944.00		\$0.00
8.6% SALES TAX					1,471.12		1,457.18		-
ADD ALTERNATIVE 2: Port of Benton Slurry Seal TOTAL					\$18,577.15		\$18,401.18		\$0.00
Schedule A: City of Richland Slurry Seal Base Bid					\$374,574.50		\$436,703.00		\$0.00
Schedule B: Port of Benton Slurry Seal Base Bid					99,793.07		120,650.26		0.00
ADD ALTERNATIVE 1: Port of Benton Slurry Seal					37,050.66		36,571.05		0.00
ADD ALTERNATIVE 2: Port of Benton Slurry Seal					18,577.15		18,401.18		0.00
GRAND TOTAL					\$529,995.38		\$612,325.49		\$0.00



Legend

- ++++ Railroad
- City Road
- Project Location



VICINITY MAP

2021 SLURRY SEAL PROJECT

CONTRACT #: 21-0021

DATE: 03-04-2021
DRAWN BY: LD
SCALE: NTS
CAD DWG: 2021_SS_VMAP.dwg



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 42-21, Authorizing Award of Bid to Culbert Construction Inc. for the Construction of 1st Street west of Kingsgate Way

Department:

Development Services

Ordinance/Resolution Number:

42-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 42-21, authorizing the City Manager to sign and execute a construction contract with Culbert Construction Inc. for the construction of 1st Street west of Kingsgate Way.

Summary:

Richland's 2021-2026 Capital Improvement Plan (CIP) includes a fully funded project entitled Economic Development Road Projects, which includes the road improvement and extension of 1st Street west of Kingsgate Way, which is approximately 0.33 miles in length (the "Project"). The Project is located just west of the intersection of Kingsgate Way and 1st Street.

The development and design work required to advance the Project has been completed. Said work included road design and all underground utility infrastructure necessary to support the 31 acres of industrial property that will be marketed to sell once this road extension is completed. Industrial development in this area will further support the Horn Rapids Industrial Park.

Project bids were solicited in accordance with the City's purchasing policies and Culbert Construction Inc. submitted the lowest responsible bid of the five (5) bids received. The project budget is adequate to complete the Project using the lowest responsible bid. If awarded, construction is expected to commence in early May and should be completed by September 2021.

Staff recommends adoption of Resolution No. 32-21.

Fiscal Impact:

Construction costs are estimated to be \$1,438,905.94. Adequate funding is available as provided in the CIP project approved as part of the 2021 Budget.

Attachments:

1. Resolution No. 42-21
2. Vicinity Map
3. 21-0019 Bid Tab

RESOLUTION NO. 42-21

A RESOLUTION of the City of Richland authorizing the award of bid to Culbert Construction Inc. for the construction of 1st Street west of Kingsgate Way.

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes a fully funded project titled Economic Development Road Projects, which includes the extension and improvements of 1st Street from the intersection of Kingsgate Way to the west ("the Project"); and

WHEREAS, all project development and design work required to advance the Project to construction has been completed; and

WHEREAS, bids were solicited in accordance with the City's established purchasing policies, with five (5) bids received and opened on March 15, 2021; and

WHEREAS, Culbert Construction Inc. submitted the lowest responsible bid of the five (5) received; and

WHEREAS, the project budget is adequate to complete the Project using the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Culbert Construction Inc. in the amount of \$1,438,905.94, and to execute change orders up to the amount of \$150,000 to fulfill the Project's intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

1st STREET WEST OF
KINGSGATE WAY

Legend

----- City Limits

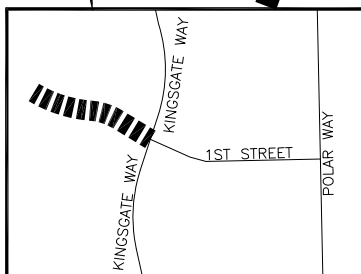
+++++ Railroad

—— City Road

N



WORK
AREAS



CAD DWG: 1ST STREET VICINITY MAP.DWG
DATE: 02.09.2021
DRAWN BY: DMM
SCALE: NONE

----- = PROPOSED
ROAD

RICHLAND

WEST RICHLAND

PASCO

KENNEWICK

I-182

I-82



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		CULBERT CONSTRUCTION PASCO, WA		SHARPE & PRESZLER CONST KENNEWICK, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A								
A-1	MOBILIZATION	1	LS	\$67,000.00	67,000.00	81,177.52	81,177.52	108,830.00	108,830.00
A-2	CLEARING AND GRUBBING	31	ACRE	1,100.00	34,100.00	1,444.01	44,764.31	1,000.00	31,000.00
A-3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	0	-	-	-	-	-
A-4	REMOVING IRRIGATION CENTER PIVOT FOUNDATION AND PIPE	1	LS	3,500.00	3,500.00	1,092.94	1,092.94	2,650.00	2,650.00
A-5	REMOVING ASPHALT CONC. PAVEMENT	60	SY	20.00	1,200.00	19.45	1,167.00	47.00	2,820.00
A-6	RECORD DRAWINGS (MINIMUM BID \$500)	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
A-7	SITE GRADING	1	LS	315,000.00	315,000.00	159,161.56	159,161.56	195,180.00	195,180.00
A-8	CHECK DAMS	20	EA	500.00	10,000.00	207.22	4,144.40	120.00	2,400.00
A-9	CRUSHED SURFACING BASE COURSE	3,530	TON	18.00	63,540.00	22.92	80,907.60	20.40	72,012.00
A-10	CRUSHED SURFACING TOP COURSE	1,410	TON	18.00	25,380.00	33.66	47,460.60	24.10	33,981.00
A-11	HMA CL. 1/2 IN. PG 64-28	1,930	TON	95.00	183,350.00	77.16	148,918.80	78.50	151,505.00
A-12	COMMERCIAL HMA FOR PATHWAY	290	TON	70.00	20,300.00	126.98	36,824.20	85.00	24,650.00
A-13	SOIL RESIDUAL HERBICIDE	10,730	SY	0.20	2,146.00	0.13	1,394.90	0.16	1,716.80
A-14	SILT FENCE	2,100	LF	5.00	10,500.00	2.79	5,859.00	2.70	5,670.00
A-15	ESC LEAD	1	LS	2,000.00	2,000.00	500.05	500.05	500.00	500.00
A-16	SEEDING, FERTILIZING, AND MULCHING	28	ACRE	1,500.00	42,000.00	1,663.14	46,567.92	1,710.00	47,880.00
A-17	STABILIZED CONSTRUCTION ENTRANCE	1	EA	1,000.00	1,000.00	1,851.29	1,851.29	2,300.00	2,300.00
A-18	PLASTIC LINE	5,420	LF	0.50	2,710.00	0.89	4,823.80	0.85	4,607.00
A-19	PERMANENT SIGNING	1	LS	2,500.00	2,500.00	3,427.53	3,427.53	3,800.00	3,800.00
A-20	ILLUMINATION SYSTEM	1	LS	90,000.00	90,000.00	73,141.28	73,141.28	78,430.00	78,430.00
A-21	CONDUIT PIPE 1.5 IN. DIAM.	1,950	LF	5.00	9,750.00	4.31	8,404.50	4.45	8,677.50
A-22	IMPORTED PIPE ZONE BEDDING - TYPE ILLUMINATION SYSTEM TRENCH	1,950	LF	2.50	4,875.00	0.06	117.00	0.01	19.50
A-23	IMPORTED PIPE ZONE BACKFILL - TYPE ILLUMINATION SYSTEM TRENCH	1,950	LF	1.50	2,925.00	0.06	117.00	0.01	19.50
A-24	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	7,000.00	7,000.00	5,387.05	5,387.05	425.00	425.00
A-25	ROADWAY SURVEYING	1	LS	20,000.00	20,000.00	14,033.99	14,033.99	21,500.00	21,500.00
A-26	MONUMENT CASE, COVER, AND PIPE	3	EA	750.00	2,250.00	563.04	1,689.12	400.00	1,200.00
A-27	DETECTABLE WARNING SURFACE	40	SF	45.00	1,800.00	41.90	1,676.00	70.00	2,800.00
A-28	SPCC PLAN	1	LS	2,000.00	2,000.00	166.68	166.68	130.00	130.00
A-29	ELECTRICAL TRENCH TYPE PRIMARY	1,730	LF	10.00	17,300.00	4.38	7,577.40	5.70	9,861.00
A-30	ELECTRICAL TRENCH TYPE SECONDARY	1,825	LF	10.00	18,250.00	3.54	6,460.50	5.70	10,402.50
A-31	ELECTRICAL TRENCH TYPE CROSSING	440	LF	8.00	3,520.00	8.78	3,863.20	5.70	2,508.00



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	



				ENGINEER'S ESTIMATE		CULBERT CONSTRUCTION PASCO, WA		SHARPE & PRESZLER CONST KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-32	IMPORTED PIPE ZONE BEDDING TYPE PRIMARY TRENCH	1,730	LF	5.00	8,650.00	0.06	103.80	0.01	17.30
A-33	IMPORTED PIPE ZONE BEDDING TYPE SECONDARY TRENCH	1,825	LF	4.00	7,300.00	0.06	109.50	0.01	18.25
A-34	IMPORTED PIPE ZONE BEDDING TYPE CROSSING	440	LF	2.00	880.00	0.06	26.40	0.01	4.40
A-35	IMPORTED PIPE ZONE BACKFILL TYPE PRIMARY TRENCH	1,730	LF	2.00	3,460.00	0.06	103.80	0.01	17.30
A-36	IMPORTED PIPE ZONE BACKFILL TYPE SECONDARY TRENCH	1,825	LF	2.00	3,650.00	0.06	109.50	0.01	18.25
A-37	IMPORTED PIPE ZONE BACKFILL TYPE CROSSING	440	LF	1.00	440.00	0.06	26.40	0.01	4.40
A-38	UTILITY TRENCH SAFETY	3,995	LF	1.00	3,995.00	1.09	4,354.55	0.10	399.50
A-39	UNDERGROUND UTILITY CROSSINGS - MARKED AND UNMARKED	1	EA	500.00	500.00	958.52	958.52	400.00	400.00
Schedule A		SUBTOTAL		\$995,271.00		\$798,969.61		\$828,854.20	
0.0%		SALES TAX		-		-		-	
Schedule A		TOTAL		\$995,271.00		\$798,969.61		\$828,854.20	
Schedule B - City Electricity									
B-1	CONDUIT PIPE 6 IN. DIAM.	1,775	LF	\$8.00	14,200.00	13.04	23,146.00	14.15	25,116.25
B-2	CONDUIT PIPE 4 IN. DIAM.	3,605	LF	6.00	21,630.00	7.85	28,299.25	8.40	30,282.00
B-3	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	1	EA	200.00	200.00	958.52	958.52	400.00	400.00
B-4	POWER VAULT V11B(STL)	8	EA	3,500.00	28,000.00	2,763.61	22,108.88	3,435.00	27,480.00
B-5	POWER VAULT V19B(STLS)	3	EA	6,500.00	19,500.00	3,148.57	9,445.71	4,920.00	14,760.00
B-6	UTILITY SURVEYING	1	LS	2,500.00	2,500.00	2,183.90	2,183.90	500.00	500.00
Schedule B - City Electricity		SUBTOTAL		\$86,030.00		\$86,142.26		\$98,538.25	
8.6%		SALES TAX		7,398.58		7,408.23		8,474.29	
Schedule B - City Electricity		TOTAL		\$93,428.58		\$93,550.49		\$107,012.54	



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	

				ENGINEER'S ESTIMATE		CULBERT CONSTRUCTION PASCO, WA		SHARPE & PRESZLER CONST KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule C - City Broadband								
C-1	CONDUIT PIPE 2 IN. DIAM.	7,330	LF	\$4.50	32,985.00	3.40	24,922.00	3.70	27,121.00
C-2	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	1	EA	200.00	200.00	958.52	958.52	400.00	400.00
C-3	PRE-CAST 233 VAULT	4	EA	2,500.00	10,000.00	1,974.74	7,898.96	1,520.00	6,080.00
C-4	PRE-CAST 444 VAULT	3	EA	3,500.00	10,500.00	2,445.93	7,337.79	2,975.00	8,925.00
C-5	UTILITY SURVEYING	1	L.S.	1,800.00	1,800.00	2,183.90	2,183.90	500.00	500.00
Schedule C - City Broadband		SUBTOTAL		\$55,485.00		\$43,301.17		\$43,026.00	
8.6%		SALES TAX		4,771.71		3,723.90		3,700.24	
Schedule C - City Broadband		TOTAL		\$60,256.71		\$47,025.07		\$46,726.24	
	Schedule D - Water								
D-1	TRENCH SAFETY	2,870	LF	\$1.50	4,305.00	1.31	3,759.70	0.50	1,435.00
D-2	DIG AND VERIFY	1	EA	500.00	500.00	958.52	958.52	200.00	200.00
D-3	CONNECT TO EXISTING WATER MAIN 24 IN. DIAM.	1	EA	250.00	250.00	1,361.62	1,361.62	200.00	200.00
D-4	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	91	LF	60.00	5,460.00	43.78	3,983.98	38.00	3,458.00
D-5	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	1,012	LF	70.00	70,840.00	38.74	39,204.88	34.35	34,762.20
D-6	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	1,767	LF	138.00	243,846.00	62.04	109,624.68	71.90	127,047.30
D-7	DUCTILE IRON PIPE SPOOL 2'-6" FLxFL, 16 IN. DIAM.	1	EA	2,500.00	2,500.00	1,553.67	1,553.67	750.00	750.00
D-8	2" BLOW-OFF INSTALLATION	14	EA	2,500.00	35,000.00	1,077.36	15,083.04	800.00	11,200.00
D-9	HYDRANT ASSEMBLY	7	EA	5,200.00	36,400.00	3,229.86	22,609.02	3,080.00	21,560.00
D-10	GATE VALVE 6 IN.	7	EA	1,500.00	10,500.00	925.85	6,480.95	1,000.00	7,000.00
D-11	GATE VALVE 8 IN.	13	EA	2,000.00	26,000.00	1,368.45	17,789.85	1,455.00	18,915.00
D-12	BUTTERFLY VALVE 16 IN.	3	EA	6,500.00	19,500.00	3,828.35	11,485.05	4,530.00	13,590.00
D-13	DI MJ X FL ADAPTOR 16 IN. DIAM.	2	EA	850.00	1,700.00	603.83	1,207.66	825.00	1,650.00
D-14	DI MJ X FL ADAPTOR 24 IN. DIAM.	1	EA	2,850.00	2,850.00	1,805.85	1,805.85	2,050.00	2,050.00
D-15	DI ECCENTRIC REDUCER 24 X 16 IN. DIAM.	1	EA	4,600.00	4,600.00	1,750.50	1,750.50	1,770.00	1,770.00
D-16	DI ELBOW 45-DEG 16 IN. DIAM.	2	EA	2,500.00	5,000.00	991.99	1,983.98	1,210.00	2,420.00
D-17	DI TEE 8 X 8 X 6 IN. DIAM.	6	EA	525.00	3,150.00	364.62	2,187.72	380.00	2,280.00
D-18	DI TEE 16 X 16 X 6 IN. DIAM.	1	EA	3,500.00	3,500.00	1,000.48	1,000.48	1,065.00	1,065.00
D-19	DI TEE 16 X 16 X 8 IN. DIAM.	1	EA	3,400.00	3,400.00	1,584.74	1,584.74	1,585.00	1,585.00
D-20	DI CROSS 16 X 8 IN. DIAM.	6	EA	4,215.00	25,290.00	2,040.21	12,241.26	2,960.00	17,760.00
D-21	IMPORTED PIPE ZONE BEDDING	2,870	LF	4.00	11,480.00	0.05	143.50	0.01	28.70
Schedule D - Water		SUBTOTAL		\$516,071.00		\$257,800.65		\$270,726.20	
8.6%		SALES TAX		44,382.11		22,170.86		23,282.45	
Schedule D - Water		TOTAL		\$560,453.11		\$279,971.51		\$294,008.65	



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	



				ENGINEER'S ESTIMATE		CULBERT CONSTRUCTION PASCO, WA		SHARPE & PRESZLER CONST KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule E - Sewer									
E-1	TRENCH SAFETY	1,907	LF	\$10.00	19,070.00	3.92	7,475.44	7.00	13,349.00
E-2	REMOVE EXISTING 10 IN. DIAM. SEWER PIPE	73	LF	35.00	2,555.00	16.05	1,171.65	4.00	292.00
E-3	CONNECT TO EXISTING MANHOLE	1	EA	2,000.00	2,000.00	3,169.53	3,169.53	1,650.00	1,650.00
E-4	ADJUST MANHOLE LID	1	EA	1,500.00	1,500.00	362.52	362.52	330.00	330.00
E-5	PVC SANITARY SEWER PIPE 6 IN. DIAM. SDR35	130	LF	32.00	4,160.00	24.23	3,149.90	22.00	2,860.00
E-6	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR35	481	LF	34.00	16,354.00	31.07	14,944.67	28.50	13,708.50
E-7	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR26	384	LF	37.00	14,208.00	54.61	20,970.24	60.45	23,212.80
E-8	PVC SANITARY SEWER PIPE 12 IN. DIAM. SDR 35	1,042	LF	45.00	46,890.00	40.85	42,565.70	38.00	39,596.00
E-9	PVC SANITARY SEWER PIPE 12 IN. DIAM. SDR26	760	LF	52.00	39,520.00	88.44	67,214.40	68.45	52,022.00
E-10	MANHOLE 48 IN. DIAM. TYPE 1	7	EA	5,500.00	38,500.00	3,934.69	27,542.83	2,800.00	19,600.00
E-11	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1	43	LF	130.00	5,590.00	296.30	12,740.90	240.00	10,320.00
E-12	IMPORTED PIPE ZONE BEDDING	1,907	LF	2.00	3,814.00	0.06	114.42	0.01	19.07
E-13	IMPORTED PIPE ZONE BACKFILL	1,907	LF	3.00	5,721.00	0.06	114.42	0.01	19.07
E-14	CONTROLLED DENSITY FILL	1	CY	150.00	150.00	479.27	479.27	500.00	500.00
Schedule E - Sewer		SUBTOTAL		\$200,032.00		\$202,015.89		\$177,478.44	
8.6%		SALES TAX		17,202.75		17,373.37		15,263.15	
Schedule E - Sewer		TOTAL		\$217,234.75		\$219,389.26		\$192,741.59	
Schedule A				995,271.00		798,969.61		828,854.20	
Schedule B - City Electricity				93,428.58		93,550.49		107,012.54	
Schedule C - City Broadband				60,256.71		47,025.07		46,726.24	
Schedule D - Water				560,453.11		279,971.51		294,008.65	
Schedule E - Sewer				217,234.75		219,389.26		192,741.59	
GRAND TOTAL				1,926,644.15		1,438,905.94		1,469,343.21	



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	

Item	Description	Qty	Unit	TOTAL SITE SERVICES RICHLAND, WA		INLAND ASPHALT CO RICHLAND, WA		GOODMAN & MEHLENBACHER KENNEWICK, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A								
A-1	MOBILIZATION	1	LS	96,292.35	96,292.35	156,500.00	156,500.00	100,000.00	100,000.00
A-2	CLEARING AND GRUBBING	31	ACRE	1,003.38	31,104.78	1,000.00	31,000.00	1,000.00	31,000.00
A-3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	-	-	-	-	-	-
A-4	REMOVING IRRIGATION CENTER PIVOT FOUNDATION AND PIPE	1	LS	2,540.61	2,540.61	3,000.00	3,000.00	2,600.00	2,600.00
A-5	REMOVING ASPHALT CONC. PAVEMENT	60	SY	33.01	1,980.60	44.00	2,640.00	23.00	1,380.00
A-6	RECORD DRAWINGS (MINIMUM BID \$500)	1	LS	4,023.00	4,023.00	500.00	500.00	500.00	500.00
A-7	SITE GRADING	1	LS	236,681.61	236,681.61	205,000.00	205,000.00	235,000.00	235,000.00
A-8	CHECK DAMS	20	EA	270.51	5,410.20	800.00	16,000.00	250.00	5,000.00
A-9	CRUSHED SURFACING BASE COURSE	3,530	TON	21.13	74,588.90	19.75	69,717.50	23.00	81,190.00
A-10	CRUSHED SURFACING TOP COURSE	1,410	TON	22.40	31,584.00	22.75	32,077.50	26.00	36,660.00
A-11	HMA CL. 1/2 IN. PG 64-28	1,930	TON	83.84	161,811.20	74.00	142,820.00	85.00	164,050.00
A-12	COMMERCIAL HMA FOR PATHWAY	290	TON	90.63	26,282.70	80.00	23,200.00	92.00	26,680.00
A-13	SOIL RESIDUAL HERBICIDE	10,730	SY	0.14	1,502.20	0.15	1,609.50	1.00	10,730.00
A-14	SILT FENCE	2,100	LF	3.40	7,140.00	4.75	9,975.00	3.00	6,300.00
A-15	ESC LEAD	1	LS	1,223.55	1,223.55	2,000.00	2,000.00	500.00	500.00
A-16	SEEDING, FERTILIZING, AND MULCHING	28	ACRE	1,901.69	53,247.32	2,150.00	60,200.00	1,900.00	53,200.00
A-17	STABILIZED CONSTRUCTION ENTRANCE	1	EA	3,016.90	3,016.90	4,500.00	4,500.00	2,300.00	2,300.00
A-18	PLASTIC LINE	5,420	LF	1.25	6,775.00	1.15	6,233.00	1.00	5,420.00
A-19	PERMANENT SIGNING	1	LS	2,996.58	2,996.58	3,200.00	3,200.00	3,650.00	3,650.00
A-20	ILLUMINATION SYSTEM	1	LS	83,983.38	83,983.38	76,000.00	76,000.00	82,000.00	82,000.00
A-21	CONDUIT PIPE 1.5 IN. DIAM.	1,950	LF	11.51	22,444.50	4.35	8,482.50	7.00	13,650.00
A-22	IMPORTED PIPE ZONE BEDDING - TYPE ILLUMINATION SYSTEM TRENCH	1,950	LF	0.35	682.50	0.01	19.50	-	-
A-23	IMPORTED PIPE ZONE BACKFILL - TYPE ILLUMINATION SYSTEM TRENCH	1,950	LF	0.15	292.50	0.01	19.50	-	-
A-24	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	5,539.98	5,539.98	25,000.00	25,000.00	4,981.00	4,981.00
A-25	ROADWAY SURVEYING	1	LS	10,819.40	10,819.40	19,000.00	19,000.00	22,000.00	22,000.00
A-26	MONUMENT CASE, COVER, AND PIPE	3	EA	1,234.97	3,704.91	1,435.00	4,305.00	900.00	2,700.00
A-27	DETECTABLE WARNING SURFACE	40	SF	40.11	1,604.40	70.00	2,800.00	62.00	2,480.00
A-28	SPCC PLAN	1	LS	543.80	543.80	750.00	750.00	1,000.00	1,000.00
A-29	ELECTRICAL TRENCH TYPE PRIMARY	1,730	LF	6.80	11,764.00	6.00	10,380.00	7.00	12,110.00
A-30	ELECTRICAL TRENCH TYPE SECONDARY	1,825	LF	6.70	12,227.50	6.00	10,950.00	7.00	12,775.00
A-31	ELECTRICAL TRENCH TYPE CROSSING	440	LF	11.76	5,174.40	6.00	2,640.00	7.00	3,080.00



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	



				TOTAL SITE SERVICES RICHLAND, WA		INLAND ASPHALT CO RICHLAND, WA		GOODMAN & MEHLENBACHER KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-32	IMPORTED PIPE ZONE BEDDING TYPE PRIMARY TRENCH	1,730	LF	0.20	346.00	0.01	17.30	-	-
A-33	IMPORTED PIPE ZONE BEDDING TYPE SECONDARY TRENCH	1,825	LF	0.19	346.75	0.01	18.25	-	-
A-34	IMPORTED PIPE ZONE BEDDING TYPE CROSSING	440	LF	0.77	338.80	0.01	4.40	-	-
A-35	IMPORTED PIPE ZONE BACKFILL TYPE PRIMARY TRENCH	1,730	LF	0.16	276.80	0.01	17.30	-	-
A-36	IMPORTED PIPE ZONE BACKFILL TYPE SECONDARY TRENCH	1,825	LF	0.16	292.00	0.01	18.25	-	-
A-37	IMPORTED PIPE ZONE BACKFILL TYPE CROSSING	440	LF	0.64	281.60	0.01	4.40	-	-
A-38	UTILITY TRENCH SAFETY	3,995	LF	0.24	958.80	0.10	399.50	1.00	3,995.00
A-39	UNDERGROUND UTILITY CROSSINGS - MARKED AND UNMARKED	1	EA	651.68	651.68	425.00	425.00	1,400.00	1,400.00
Schedule A		SUBTOTAL		\$910,475.20		\$931,423.40		\$928,331.00	
0.0%		SALES TAX		-		-		-	
Schedule A		TOTAL		\$910,475.20		\$931,423.40		\$928,331.00	
Schedule B - City Electricity									
B-1	CONDUIT PIPE 6 IN. DIAM.	1,775	LF	14.36	25,489.00	15.00	26,625.00	20.00	35,500.00
B-2	CONDUIT PIPE 4 IN. DIAM.	3,605	LF	7.89	28,443.45	9.00	32,445.00	15.00	54,075.00
B-3	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	1	EA	488.76	488.76	425.00	425.00	1,400.00	1,400.00
B-4	POWER VAULT V11B(STL)	8	EA	3,085.03	24,680.24	3,600.00	28,800.00	3,500.00	28,000.00
B-5	POWER VAULT V19B(STLS)	3	EA	3,137.12	9,411.36	5,500.00	16,500.00	6,500.00	19,500.00
B-6	UTILITY SURVEYING	1	LS	1,699.38	1,699.38	1,300.00	1,300.00	1,500.00	1,500.00
Schedule B - City Electricity		SUBTOTAL		\$90,212.19		\$106,095.00		\$139,975.00	
8.6%		SALES TAX		7,758.25		9,124.17		12,037.85	
Schedule B - City Electricity		TOTAL		\$97,970.44		\$115,219.17		\$152,012.85	



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	

				TOTAL SITE SERVICES RICHLAND, WA		INLAND ASPHALT CO RICHLAND, WA		GOODMAN & MEHLENBACHER KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule C - City Broadband									
C-1	CONDUIT PIPE 2 IN. DIAM.	7,330	LF	3.71	27,194.30	4.00	29,320.00	9.00	65,970.00
C-2	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	1	EA	651.68	651.68	425.00	425.00	1,400.00	1,400.00
C-3	PRE-CAST 233 VAULT	4	EA	2,383.38	9,533.52	1,600.00	6,400.00	2,000.00	8,000.00
C-4	PRE-CAST 444 VAULT	3	EA	2,864.67	8,594.01	3,200.00	9,600.00	2,500.00	7,500.00
C-5	UTILITY SURVEYING	1	L.S.	1,699.38	1,699.38	1,500.00	1,500.00	1,000.00	1,000.00
Schedule C - City Broadband				SUBTOTAL	\$47,672.89		\$47,245.00		\$83,870.00
8.6%				SALES TAX	4,099.87		4,063.07		7,212.82
Schedule C - City Broadband				TOTAL	\$51,772.76		\$51,308.07		\$91,082.82
Schedule D - Water									
D-1	TRENCH SAFETY	2,870	LF	0.20	574.00	0.50	1,435.00	1.00	2,870.00
D-2	DIG AND VERIFY	1	EA	423.62	423.62	225.00	225.00	1,000.00	1,000.00
D-3	CONNECT TO EXISTING WATER MAIN 24 IN. DIAM.	1	EA	2,911.38	2,911.38	225.00	225.00	2,000.00	2,000.00
D-4	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	91	LF	59.08	5,376.28	39.50	3,594.50	38.00	3,458.00
D-5	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	1,012	LF	42.76	43,273.12	35.50	35,926.00	42.00	42,504.00
D-6	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.	1,767	LF	76.19	134,627.73	74.00	130,758.00	70.00	123,690.00
D-7	DUCTILE IRON PIPE SPOOL 2'-6" FLxFL, 16 IN. DIAM.	1	EA	1,597.49	1,597.49	800.00	800.00	1,750.00	1,750.00
D-8	2" BLOW-OFF INSTALLATION	14	EA	1,491.67	20,883.38	1,350.00	18,900.00	1,500.00	21,000.00
D-9	HYDRANT ASSEMBLY	7	EA	4,216.33	29,514.31	3,700.00	25,900.00	3,550.00	24,850.00
D-10	GATE VALVE 6 IN.	7	EA	1,516.81	10,617.67	1,600.00	11,200.00	1,550.00	10,850.00
D-11	GATE VALVE 8 IN.	13	EA	1,913.01	24,869.13	2,050.00	26,650.00	2,000.00	26,000.00
D-12	BUTTERFLY VALVE 16 IN.	3	EA	4,511.77	13,535.31	5,200.00	15,600.00	4,800.00	14,400.00
D-13	DI MJ X FL ADAPTOR 16 IN. DIAM.	2	EA	646.40	1,292.80	850.00	1,700.00	700.00	1,400.00
D-14	DI MJ X FL ADAPTOR 24 IN. DIAM.	1	EA	2,072.27	2,072.27	2,100.00	2,100.00	2,100.00	2,100.00
D-15	DI ECCENTRIC REDUCER 24 X 16 IN. DIAM.	1	EA	1,926.07	1,926.07	1,800.00	1,800.00	2,100.00	2,100.00
D-16	DI ELBOW 45-DEG 16 IN. DIAM.	2	EA	1,068.91	2,137.82	1,250.00	2,500.00	1,300.00	2,600.00
D-17	DI TEE 8 X 8 X 6 IN. DIAM.	6	EA	541.52	3,249.12	400.00	2,400.00	700.00	4,200.00
D-18	DI TEE 16 X 16 X 6 IN. DIAM.	1	EA	1,199.81	1,199.81	1,100.00	1,100.00	1,300.00	1,300.00
D-19	DI TEE 16 X 16 X 8 IN. DIAM.	1	EA	1,811.59	1,811.59	1,650.00	1,650.00	1,900.00	1,900.00
D-20	DI CROSS 16 X 8 IN. DIAM.	6	EA	2,449.53	14,697.18	3,100.00	18,600.00	2,400.00	14,400.00
D-21	IMPORTED PIPE ZONE BEDDING	2,870	LF	0.20	574.00	0.01	28.70	-	-
Schedule D - Water				SUBTOTAL	\$317,164.08		\$303,092.20		\$304,372.00
8.6%				SALES TAX	27,276.11		26,065.93		26,175.99
Schedule D - Water				TOTAL	\$344,440.19		\$329,158.13		\$330,547.99



City of Richland

DATE BIDS OPENED:	3/15/21	ITB No.	21-0019
**PROJECT NAME **		1st Street West of Kingsgate Way	

Item	Description	Qty	Unit	TOTAL SITE SERVICES RICHLAND, WA		INLAND ASPHALT CO RICHLAND, WA		GOODMAN & MEHLENBACHER KENNEWICK, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Schedule E - Sewer									
E-1	TRENCH SAFETY	1,907	LF	4.46	8,505.22	7.00	13,349.00	1.00	1,907.00
E-2	REMOVE EXISTING 10 IN. DIAM. SEWER PIPE	73	LF	43.37	3,166.01	5.00	365.00	40.00	2,920.00
E-3	CONNECT TO EXISTING MANHOLE	1	EA	565.53	565.53	1,750.00	1,750.00	3,000.00	3,000.00
E-4	ADJUST MANHOLE LID	1	EA	546.08	546.08	1,200.00	1,200.00	500.00	500.00
E-5	PVC SANITARY SEWER PIPE 6 IN. DIAM. SDR35	130	LF	58.39	7,590.70	23.00	2,990.00	50.00	6,500.00
E-6	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR35	481	LF	47.14	22,674.34	30.00	14,430.00	55.00	26,455.00
E-7	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR26	384	LF	49.21	18,896.64	63.00	24,192.00	60.00	23,040.00
E-8	PVC SANITARY SEWER PIPE 12 IN. DIAM. SDR 35	1,042	LF	45.37	47,275.54	40.00	41,680.00	65.00	67,730.00
E-9	PVC SANITARY SEWER PIPE 12 IN. DIAM. SDR26	760	LF	59.73	45,394.80	72.00	54,720.00	70.00	53,200.00
E-10	MANHOLE 48 IN. DIAM. TYPE 1	7	EA	4,353.29	30,473.03	3,500.00	24,500.00	5,500.00	38,500.00
E-11	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1	43	LF	202.54	8,709.22	250.00	10,750.00	450.00	19,350.00
E-12	IMPORTED PIPE ZONE BEDDING	1,907	LF	2.26	4,309.82	0.01	19.07	-	-
E-13	IMPORTED PIPE ZONE BACKFILL	1,907	LF	0.21	400.47	0.01	19.07	-	-
E-14	CONTROLLED DENSITY FILL	1	CY	186.23	186.23	550.00	550.00	350.00	350.00

Schedule E - Sewer	SUBTOTAL	\$198,693.63	\$190,514.14	\$243,452.00
8.6%	SALES TAX	17,087.65	16,384.22	20,936.87
Schedule E - Sewer	TOTAL	\$215,781.28	\$206,898.36	\$264,388.87

Schedule A	910,475.20	931,423.40	928,331.00
Schedule B - City Electricity	97,970.44	115,219.17	152,012.85
Schedule C - City Broadband	51,772.76	51,308.07	91,082.82
Schedule D - Water	344,440.19	329,158.13	330,547.99
Schedule E - Sewer	215,781.28	206,898.36	264,388.87
GRAND TOTAL	1,620,439.87	1,634,007.13	1,766,363.53



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 43-21, Approving the Final Plat of Goose Ridge Estates - Phase 2

Department:
Development Services

Ordinance/Resolution Number:
43-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 43-21, authorizing the City Manager to sign the final plat of Goose Ridge Estates - Phase 2.

Summary:

Monson Development Washington, LLC has applied for final plat approval for Phase 2 of its Goose Ridge subdivision. Located along the north boundary of the Badger Mountain South Master Planned Community, the final plat of Goose Ridge Estates - Phase 2 proposes to divide 8.18 acres into 22 residential lots and five (5) tracts.

All public improvements serving the new lots have been fully constructed and accepted by the City.

Staff recommends adoption of Resolution No. 43-21.

Fiscal Impact:

Final plat approval will foster the creation of twenty-two (22) new residential lots available for new residential construction which will thereby increase Richland's tax base by way of total assessed value.

Attachments:

1. Resolution No. 43-21
2. Vicinity Map

RESOLUTION NO. 43-21

A RESOLUTION of the City of Richland approving the final plat of Goose Ridge Estates - Phase 2 subject to the conditions of approval of Technical Advisory Committee Report No. S2018-104, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 45-19.

WHEREAS, on January 14, 2019, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Goose Ridge Estates as submitted by Monson Development Washington, LLC; and

WHEREAS, the Hearing Examiner recommended that Richland City Council conditionally approve the preliminary plat of Goose Ridge Estates; and

WHEREAS, on April 2, 2019, the Richland City Council held a closed-record hearing to consider the Goose Ridge Estates preliminary plat application and the recommendation of the Hearing Examiner. Council took action to approve the preliminary plat; and

WHEREAS, the public improvements required for the plat of Goose Ridge Estates - Phase 2, consisting of 22 lots and five (5) tracts on 8.18 acres, have been constructed in accordance with the conditions of approval contained in Technical Advisory Committee (TAC) Report S2018-104 dated February 1, 2019, and the March 13, 2019 Hearing Examiner's Report No. S2018-104.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Goose Ridge Estates - Phase 2, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the following:

1. The conditions of approval contained in Technical Advisory Committee Report S2018-104, attached hereto and incorporated herein as **Exhibit B**;
2. The Richland Hearing Examiner's Report No. S2018-104, attached hereto and incorporated herein as **Exhibit C**;
3. The findings and conclusions of the Richland City Council as adopted by Resolution No. 45-19.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

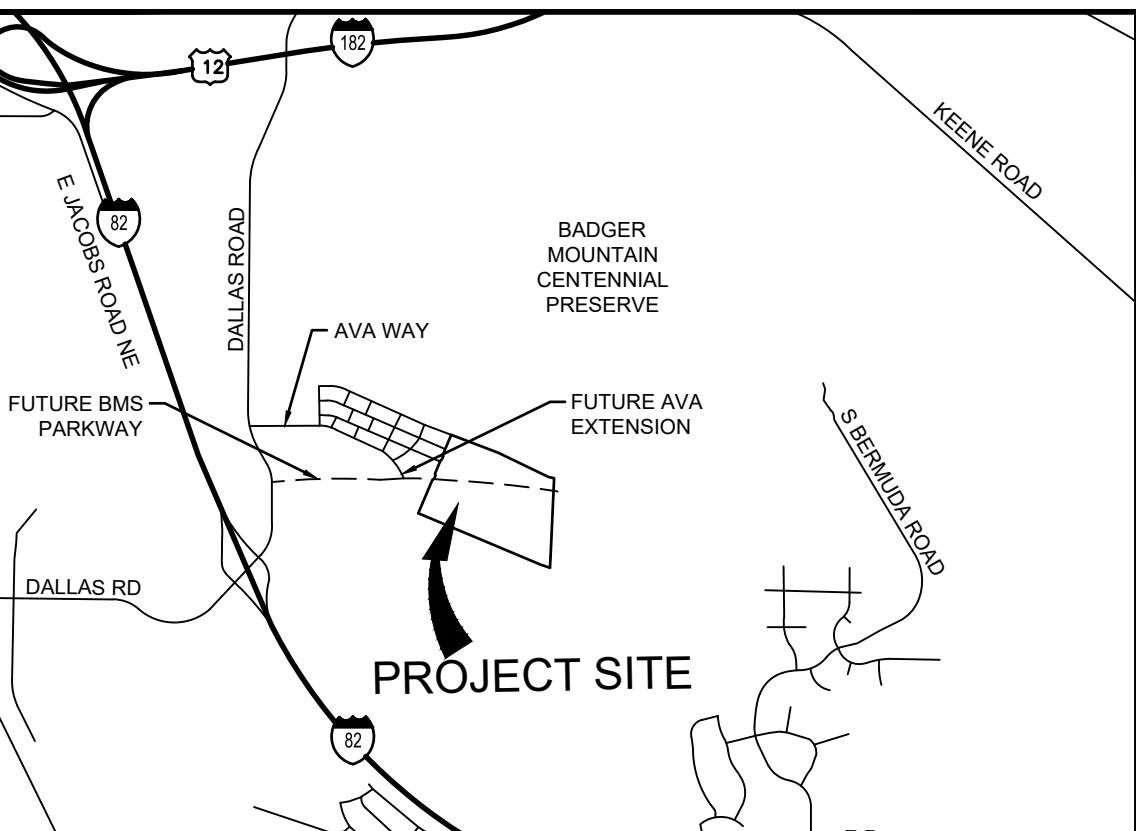
Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**LEGAL DESCRIPTION****PARCEL 1**

TRACT L, PLAT OF GOOSE RIDGE ESTATES PHASE 1, AS RECORDED IN VOLUME 15 OF PLATS AT PAGE 687, UNDER AUDITOR'S FILE NUMBER 2020-035566, RECORDS OF BENTON COUNTY, STATE OF WASHINGTON.

DECLARANT CERTIFICATE

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED GOOSE RIDGE ESTATES PHASE 1, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR GOOSE RIDGE ESTATES PHASE 2, RECORDED UNDER BENTON COUNTY

RECORDING NUMBER _____

BY: _____ DATE _____
TITLE: _____**ACKNOWLEDGMENTS**STATE OF _____
COUNTY OF _____ J.S.S.

BY ITS PROPER OFFICERS THIS _____ DAY OF _____, 20____
ON THE DAY AND YEAR FIRST ABOVE WRITTEN, BEFORE ME PERSONALLY
APPEARED:

TO ME KNOWN TO BE THE _____

OF THE
CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT,
AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY
ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES
THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO
EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL
THE DAY AND YEAR FIRST ABOVE WRITTEN.

PRINT NAME _____ SIGN NAME _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR
CONTROL AND STAKING.

BASIS OF BEARING

NAD 83/91
HELD A BEARING OF SOUTH 89° 06' 11" WEST FOR THE SOUTH LINE OF
SECTION 32

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY
RECORDING ACT AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON,
LLC ON OCTOBER 22, 2020. I HEREBY CERTIFY THAT THIS MAP FOR
GOOSE RIDGE ESTATES PHASE 2 IS BASED UPON AN ACTUAL SURVEY OF
THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES
ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE
WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED
HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE
UNITS, TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL
MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

JOHN W. BECKER, PLS 38480

DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER

FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME

_____ OF PLATS,

ON PAGE _____ RECORDS OF BENTON COUNTY, WASHINGTON, AT _____

MINUTES PAST _____ M., THIS _____ DAY OF _____, 2020 A.D.

BENTON COUNTY AUDITOR

FEE NUMBER _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN
PAID TO AND INCLUDING THE YEAR 20____.

TAX PARCEL NUMBER _____

BENTON COUNTY TREASURER

DATE _____

BENTON COUNTY ASSESSOR

DATE _____

APPROVALS

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

CITY MANAGER

DATE _____

CITY CLERK

DATE _____

CITY ENGINEER

DATE _____

IRRIGATION

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

BADGER MOUNTAIN IRRIGATION DISTRICT

CITY OF RICHLAND NOTES

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE 99352.
2. PARK IMPACT FEES AS REQUIRED BY RICHLAND MUNICIPAL CODE (RMC) CHAPTER 22.12 SHALL BE PAID BY THE PROPERTY OWNER IN ACCORDANCE WITH RMC 22.12.030.
3. ALL RESIDENTIAL LOTS SHALL BE IMPROVED WITH LANDSCAPING PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY IN ACCORDANCE WITH THE LANDSCAPE STANDARDS CONTAINED IN SECTION 11.E OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.
4. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE BUILDING TYPE STANDARDS CONTAINED IN SECTION 8 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.
5. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE SUSTAINABLE STANDARDS CONTAINED IN SECTION 12 OF THE LAND USE AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY.
6. ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
7. LOTS 92, 94 AND 105 ARE REQUIRED TO CONTAIN AN ALTERNATE BUILDING TYPE AS DESCRIBED BY LUOR.
8. THIS PLAT LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN. FEES SHALL BE PAID BY THE PROPERTY OWNER AS REQUIRED BY RICHLAND MUNICIPAL CODE CHAPTER 12.03 AT THE TIME OF DWELLING PERMIT ISSUANCE FOR THE CONSTRUCTION OF A HOME ON ANY LOT WITHIN THIS SUBDIVISION.
9. THE HOMEOWNERS ASSOC. CAN MAINTAIN THE LANDSCAPING WITHIN THE STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF SO DESIRED. THE CITY'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS.
10. CORYNA STREET AND SOL DUC AVENUE ARE CLASSIFIED AS COLLECTOR STREETS AND ARE THEREFORE SUBJECT TO INCREASED LEVELS OF TRAFFIC.
11. IN ACCORDANCE WITH THE GEOTECHNICAL SITE INVESTIGATION REPORT BY CN NORTHERN (CNV PROJ. NO. 219-1066, 4/5/2019) AND CONSTRUCTION OBSERVATION AND TESTING SUMMARY LETTER BY BAER TESTING (BAER JOB NO. 19-112) FOR GOOSE RIDGE ESTATES, PHASE 2, FOUNDATION SUBGRADES AND COMPACTION OF FOUNDATION SUPPORT CONSISTING OF 6-INCHES OF IMPORTED 1-1/4-INCH MINUS CRUSHED ROCK STRUCTURAL FILL, SHALL BE VERIFIED BY A REPRESENTATIVE OF THE GER PRIOR TO FOUNDATION CONSTRUCTION.
12. MAINTENANCE OF THE GRAVEL PATHWAY(S) AND ASSOCIATED EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. THE CITY OF RICHLAND WILL NOT BE RESPONSIBLE FOR CONSTRUCTION, MAINTENANCE OR REPAIR OF THE GRAVEL PATHWAY(S) AND THEIR ASSOCIATED EASEMENTS.

SHEET INDEX

1. LEGAL DESCRIPTION, APPROVALS, OWNER'S CERT.
2. SECTION SURVEY AND BOUNDARY DETAIL
3. PLAT DETAIL
3. LINE/CURVE TABLE FOR PLAT DETAIL

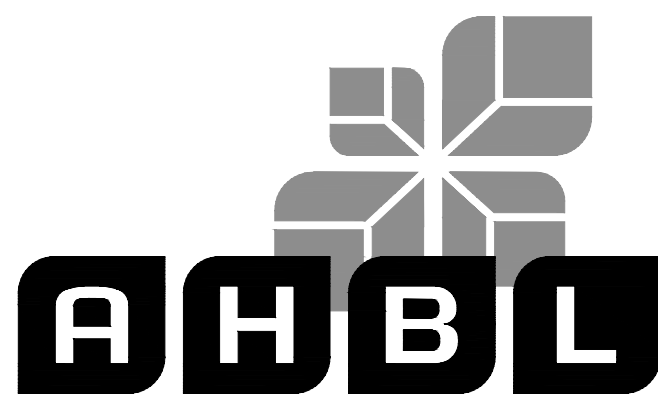
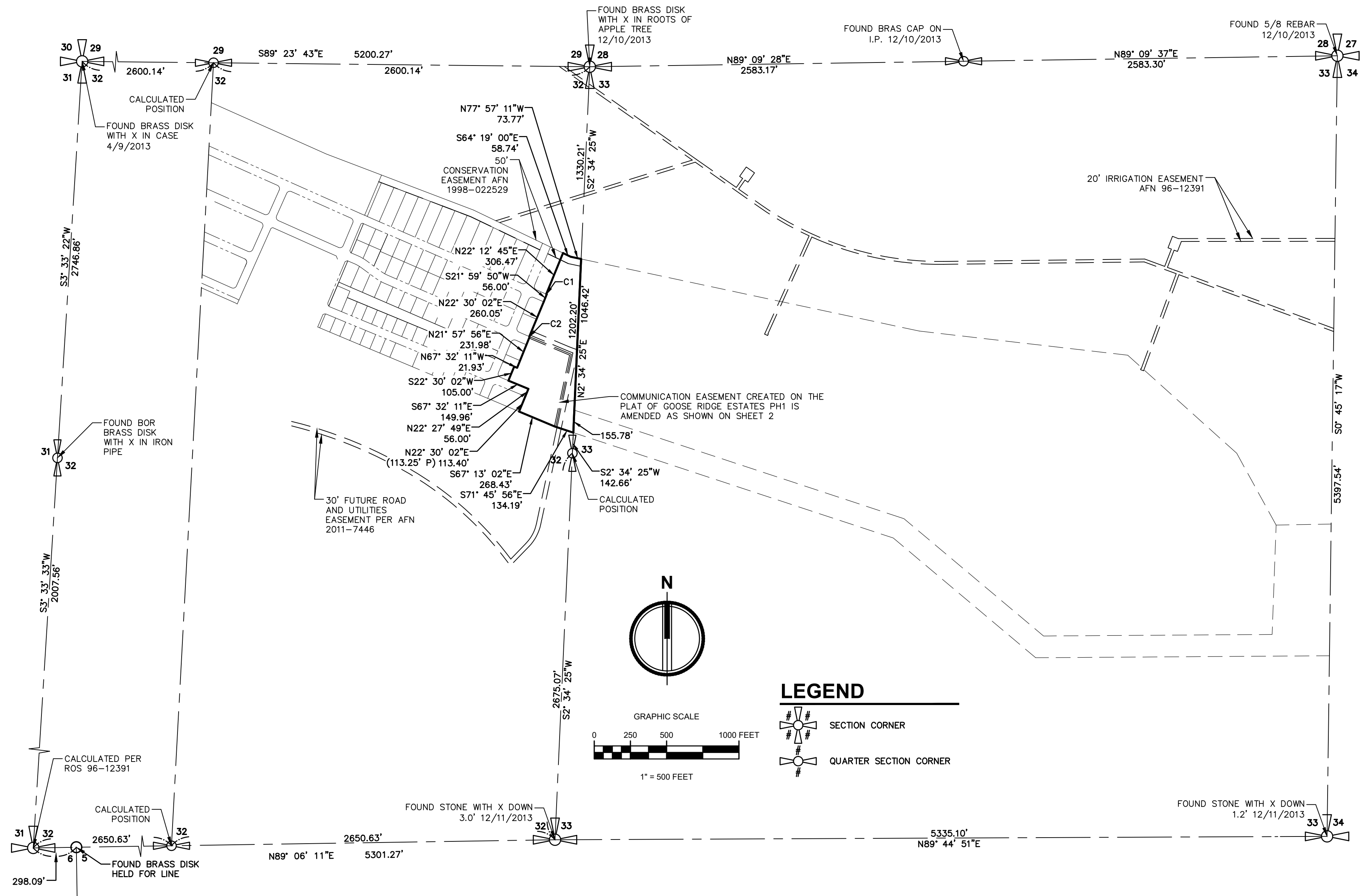
SURVEY FOR

MONSON DEVELOPMENT WASHINGTON, LLC
63615 EAST JACOBS ROAD
BENTON CITY, WA 99320

PARCEL NO. 132981020012000

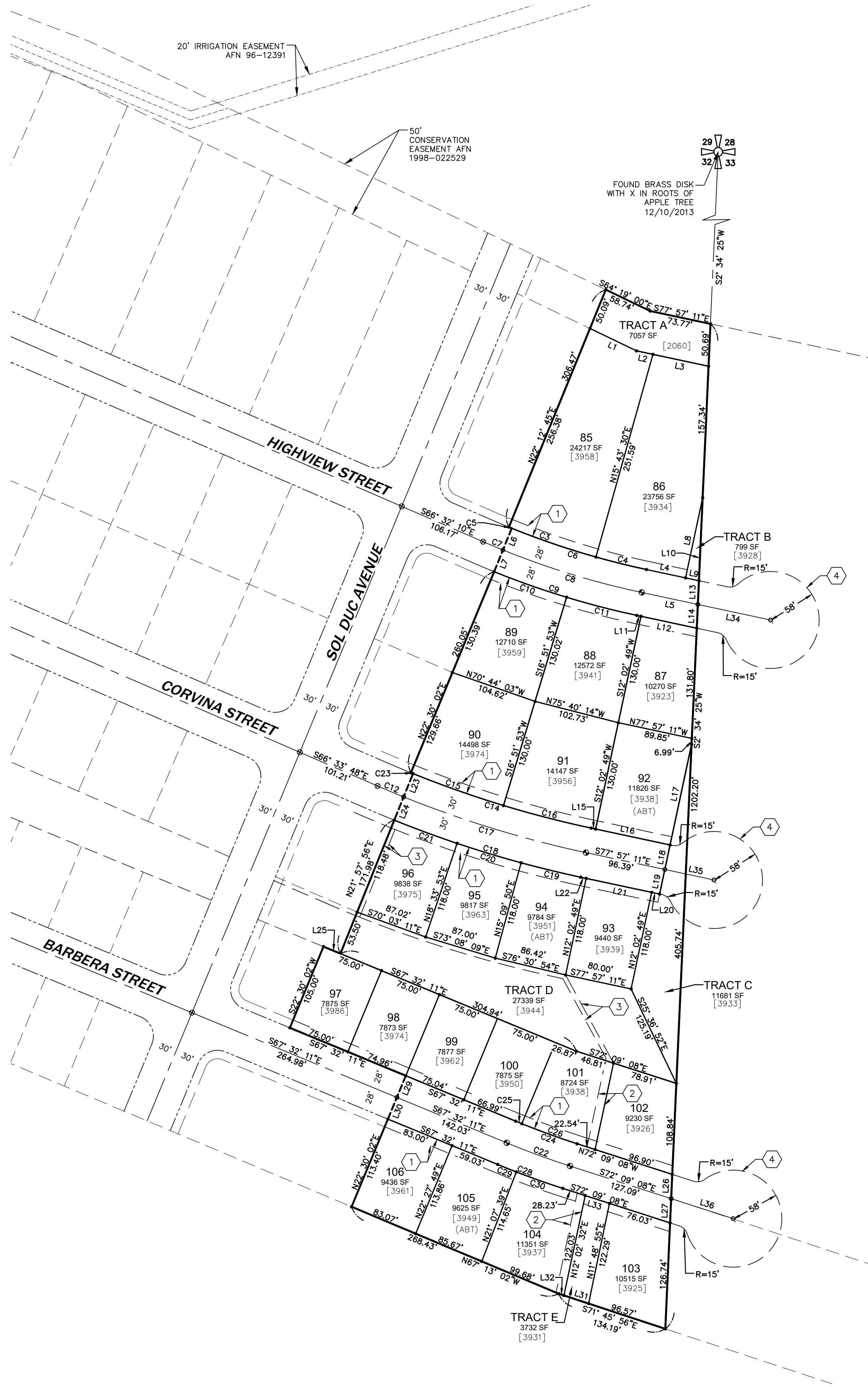
GOOSE RIDGE ESTATES PHASE 2

PORTIONS OF THE NE 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 509.380.5885 FAX www.ahbl.com WEB

GOOSE RIDGE ESTATES PHASE 2
PORTIONS OF THE NE 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



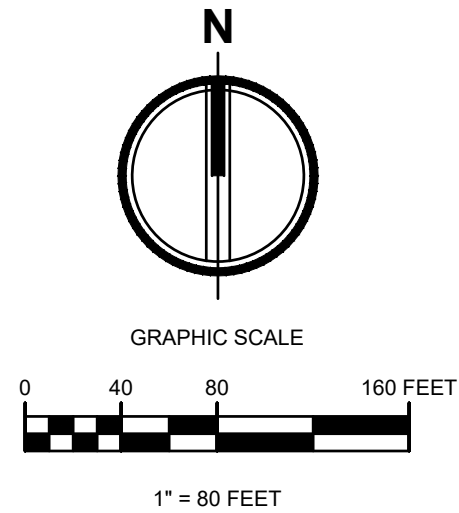
EASEMENT TABLE #

1. 10 FOOT PUBLIC UTILITY EASEMENT.
2. 10 FOOT COMMUNICATION UTILITY EASEMENT.
3. 5 FOOT COMMUNICATION UTILITY EASEMENT
4. TEMPORARY EMERGENCY TURNAROUND EASEMENT. THESE EASEMENTS AUTOMATICALLY VAGATE UPON DEDICATION OF CONNECTING ROADS.

TRACT TABLE

TRACT A-OPEN SPACE (TRAIL)*
TRACT B-TO BE RETAINED BY DEVELOPER-FUTURE DEVELOPMENT
TRACT C-TO BE RETAINED BY DEVELOPER-FUTURE DEVELOPMENT
TRACT D-OPEN SPACE (TRAIL)*
TRACT E-OPEN SPACE/PUBLIC UTILITY TRACT*

*TRACTS A, D AND E SHALL BE OWNED AND MAINTAINED BY THE GOOSE RIDGE ESTATES HOME OWNER'S ASSOCIATION.



LEGEND

- SET 5/8 REBAR AND CAP LS 38480
- SET CITY OF RICHLAND MONUMENT
- FOUND MONUMENT SET FOR PHASE 1
- # SEE EASEMENT TABLE ON SHEET 1

[###] ADDRESS
(ABT) LOT REQUIRED TO CONTAIN AN ALTERNATE BUILDING TYPE AS DESCRIBED BY LUDR. SEE NOTE 7.

PROPERTY CORNERS

SET 5/8 REBAR AND CAP LS 38480 AT ALL PROPERTY CORNERS

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER
FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME _____ OF PLATS,
ON PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT _____
MINUTES PAST _____ M., THIS _____ DAY OF _____, 2020 A.D.

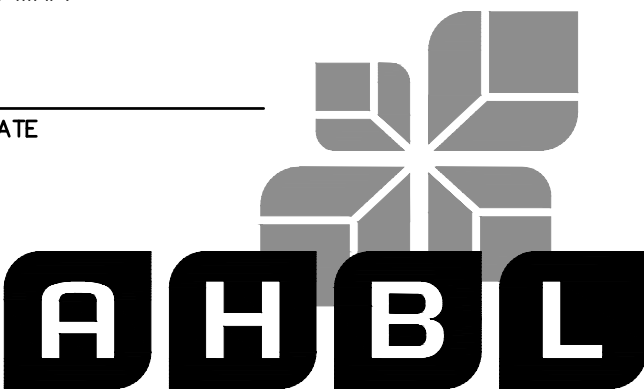
BENTON COUNTY AUDITOR FEE NUMBER

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON, LLC ON SEPTEMBER 1, 2020. I HEREBY CERTIFY THAT THIS MAP FOR GOOSE RIDGE ESTATES PHASE 1 IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

JOHN W. BECKER, PLS 38480

DATE



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GOOSE RIDGE ESTATES PHASE 2
PORTIONS OF THE NE 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	61.68	N64° 18' 56"W
L2	20.15	S77° 57' 11"E
L3	67.95	S77° 57' 11"E
L4	47.83	N77° 57' 11"W
L5	68.64	N77° 57' 11"W
L6	28.00	S21° 59' 50"W
L7	28.00	S21° 59' 50"W
L8	97.88	S12° 02' 49"W
L9	16.33	S77° 57' 11"E
L10	99.24	S2° 34' 25"W
L11	5.15	S77° 57' 11"E
L12	68.16	S77° 57' 11"E
L13	28.39	S2° 34' 25"W
L14	28.39	S2° 34' 25"W
L15	5.39	N77° 57' 11"W
L16	91.00	N77° 57' 11"W
L17	123.10	N12° 02' 49"E
L18	30.00	N12° 02' 49"E
L19	30.00	N12° 02' 49"E
L20	9.71	N77° 57' 11"W
L21	80.00	N77° 57' 11"W
L22	6.68	N77° 57' 11"W
L23	30.00	S21° 57' 56"W
L24	30.00	S21° 57' 56"W
L25	21.93	N67° 32' 11"W
L26	29.03	S2° 34' 25"W
L27	29.03	S2° 34' 25"W
L29	28.00	N22° 27' 49"E
L30	28.00	N22° 27' 49"E
L31	30.98	N71° 45' 56"W
L32	6.64	N71° 45' 56"W
L33	30.47	N72° 09' 08"W
L34	88.91	N77° 57' 11"W
L35	60.06	S77° 57' 11"E
L36	78.01	S72° 09' 08"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	3.65	972.00	0°12'55"	S67° 53' 42"E	3.65
C2	2.76	1288.00	0°07'22"	S67° 58' 23"E	2.76
C3	110.06	972.00	6°29'15"	S71° 01' 53"E	110.00
C4	62.19	972.00	3°39'58"	S76° 06' 29"E	62.18
C5	3.65	971.95	0°12'55"	N67° 53' 42"W	3.65
C6	168.60	972.00	9°56'18"	S72° 58' 19"E	168.39
C7	25.60	1000.00	1°28'00"	S67° 16' 10"E	25.60
C8	173.66	1000.00	9°57'01"	N72° 58' 40"W	173.45
C9	178.53	1028.00	9°57'01"	N72° 58' 40"W	178.30
C10	91.85	1028.00	5°07'09"	S70° 33' 44"E	91.82
C11	86.68	1028.00	4°49'52"	S75° 32' 15"E	86.65
C12	33.84	1318.00	1°28'16"	S67° 17' 56"E	33.84
C14	222.97	1288.00	9°55'07"	N72° 59' 37"W	222.69
C15	117.42	1288.00	5°13'25"	S70° 31' 24"E	117.38
C16	108.30	1288.00	4°49'04"	S75° 32' 39"E	108.27
C17	228.16	1318.00	9°55'07"	N72° 59' 37"W	227.87
C18	233.35	1348.00	9°55'07"	S72° 59' 37"E	233.06
C19	73.33	1348.00	3°07'01"	N76° 23' 40"W	73.32
C20	80.01	1348.00	3°24'03"	N73° 08' 09"W	80.00
C21	80.01	1348.00	3°24'03"	N69° 44' 06"W	80.00
C22	80.56	1000.00	4°36'57"	S69° 50' 39"E	80.54
C23	2.76	1288.00	0°07'22"	N67° 58' 23"W	2.76
C24	78.31	972.00	4°36'57"	N69° 50' 39"W	78.29
C25	8.01	972.00	0°28'19"	S67° 46' 20"E	8.01
C26	70.30	972.00	4°08'38"	S70° 04' 49"E	70.28
C28	82.82	1028.00	4°36'57"	S69° 50' 39"E	82.80
C29	23.97	1028.00	1°20'10"	S68° 12' 16"E	23.97
C30	58.85	1028.00	3°16'47"	S70° 30' 45"E	58.84

PLAT CLOSURE

NORTH: 327100.4016' EAST: 1937055.5264'
SEGMENT #1 : LINE
COURSE: N22° 12' 45.07"E LENGTH: 50.09'
NORTH: 327146.7743' EAST: 1937074.4626'

SEGMENT #2 : LINE
COURSE: S64° 18' 59.96"E LENGTH: 58.74'
NORTH: 327121.3166' EAST: 1937127.3992'

SEGMENT #3 : LINE
COURSE: S77° 57' 10.66"E LENGTH: 73.77'
NORTH: 327105.9197' EAST: 1937199.5446'

SEGMENT #4 : LINE
COURSE: S22° 34' 25.30"W LENGTH: 1202.20'
NORTH: 325904.9324' EAST: 1937145.5606'

SEGMENT #5 : LINE
COURSE: N71° 45' 56.49"W LENGTH: 134.19'
NORTH: 325946.9209' EAST: 1937018.1089'

SEGMENT #6 : LINE
COURSE: N67° 32' 02.48"W LENGTH: 268.43'
NORTH: 326050.8668' EAST: 1936770.6217'

SEGMENT #7 : LINE
COURSE: N22° 30' 02.07"E LENGTH: 113.25'
NORTH: 326155.4957' EAST: 1936813.9617'

SEGMENT #8 : LINE
COURSE: N22° 30' 02.07"E LENGTH: 0.15'
NORTH: 326155.6343' EAST: 1936814.0191'

SEGMENT #9 : LINE
COURSE: N22° 27' 48.91"E LENGTH: 56.00'
NORTH: 326207.3851' EAST: 1936835.4165'

SEGMENT #10 : LINE
COURSE: N67° 32' 10.73"W LENGTH: 149.96'
NORTH: 326264.6845' EAST: 1936696.8351'

SEGMENT #11 : LINE
COURSE: N22° 30' 02.07"E LENGTH: 105.00'
NORTH: 326361.6915' EAST: 1936737.0179'

SEGMENT #12 : LINE
COURSE: S67° 32' 10.73"E LENGTH: 21.93'
NORTH: 326353.3121' EAST: 1936757.2839'

SEGMENT #13 : LINE
COURSE: N21° 57' 55.93"E LENGTH: 53.50'
NORTH: 326402.9285' EAST: 1936777.2955'

SEGMENT #14 : LINE
COURSE: N21° 57' 55.93"E LENGTH: 118.48'
NORTH: 326512.8079' EAST: 1936821.6128'

SEGMENT #15 : LINE
COURSE: N21° 57' 55.93"E LENGTH: 60.00'
NORTH: 326568.4524' EAST: 1936844.0557'

SEGMENT #16 : CURVE
LENGTH: 2.76' RADIUS: 1288.00'
DELTA: 0.0722 (DMS) TANGENT: 1.38'
CHORD: 2.76' COURSE: N67° 58' 22.97"W
COURSE IN: N21° 57' 55.93"E COURSE OUT: S22° 05' 18.14"W
RP NORTH: 327762.9552' EAST: 1937325.8306'
END NORTH: 326569.4875' EAST: 1936841.4972'

SEGMENT #17 : LINE
COURSE: N22° 30' 02.07"E LENGTH: 129.66'
NORTH: 326689.2773' EAST: 1936891.1171'

SEGMENT #18 : LINE
COURSE: N22° 30' 02.07"E LENGTH: 130.39'
NORTH: 326809.7414' EAST: 1936941.0164'

SEGMENT #19 : LINE
COURSE: N21° 59' 50.10"E LENGTH: 56.00'
NORTH: 326861.6647' EAST: 1936961.9919'

SEGMENT #20 : CURVE
LENGTH: 3.65' RADIUS: 972.00'
DELTA: 0.1255 (DMS) TANGENT: 1.83'
CHORD: 3.65' COURSE: N67° 53' 42.43"W
COURSE IN: N21° 59' 50.10"E COURSE OUT: S22° 12' 45.04"W
RP NORTH: 327762.9049' EAST: 1937326.0662'
END NORTH: 326863.0382' EAST: 1936958.6102'

SEGMENT #21 : LINE
COURSE: N22° 12' 45.07"E LENGTH: 256.38'
NORTH: 327100.3917' EAST: 1937055.5329'
PERIMETER: 3044.54' AREA: 356490.82 SQ. FT.
ERROR CLOSURE: 0.0118 COURSE: S33° 13' 47.77"E
ERROR NORTH: -0.00987 EAST: 0.00647

PRECISION 1: 258011.02

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MONSON DEVELOPMENT WASHINGTON, LLC ON SEPTEMBER 1, 2020. I HEREBY CERTIFY THAT THIS MAP FOR GOOSE RIDGE ESTATES PHASE 1 IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

JOHN W. BECKER, PLS 38480 DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BILL MONSON, MANAGING MEMBER
FOR MONSON FAMILY DEVELOPMENT WASHINGTON, LLC., RECORDED IN VOLUME _____ OF PLATS,
ON PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT _____
MINUTES PAST _____, THIS _____ DAY OF _____, 2020 A.D.
BENTON COUNTY AUDITOR FEE NUMBER



**RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
FEBRUARY 1, 2019**

APPLICANT: BILL MONSON C/O MONSON DEVELOPMENT WASHINGTON, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 35.88 ACRES INTO 106 SINGLE-FAMILY RESIDENTIAL LOTS AND 12 TRACTS, (THE PLAT OF GOOSE RIDGE ESTATES AT BADGER MOUNTAIN SOUTH)

LOCATION: IMMEDIATELY EAST OF THE INTERSECTION OF MALBEC AVENUE AND HIGHVIEW STREET WITHIN THE BADGER MOUNTAIN SOUTH SUB-AREA

ENGINEER: AHBL ENGINEERING (JOHN BECKER)

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

General Conditions:

1. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the

work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.

5. When the construction is substantially complete a review set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the review copy, a final copy of the record drawings shall be submitted along with a CAD copy. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
7. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
8. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
10. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
11. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
12. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

13. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - C. Storm sewer shall be aligned on the south and east side of street centerlines.

- D. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
- E. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- F. Water lines shall be aligned on the south and east side of street centerlines.
- G. Watermains larger than 8-inches in diameter shall be ductile iron.
- H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
- I. All watermains outside areas zoned R1 shall be ductile iron.
- J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
- L. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
- M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
- N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
- O. The minimum centerline radius for local streets shall be 100-feet.
- P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
- Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- R. A detailed grading plan shall be included in the submitted plan set.
- S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
- U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
- W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
- X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- Z. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
- AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

14. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
15. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

16. **SURVEY MONUMENT DESTRUCTION:**

All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

 - A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
 - B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
 - C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

17. The "Goose Ridge Estates" Preliminary Plat is identified as generating 103 PM peak hour trips. These peak hour trips shall count toward all other Master Agreement Exhibit, Section 5.1 improvements that are triggered by a specific number of traffic PM peak hour trips.
18. The Goose Ridge Estates preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered

by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

19. "Road A" shall be extended to the north plat boundary as a collector street as required in the Badger Mountain Subarea Plan.
20. Corvina Street shall be constructed as a collector through the plat to the eastern boundary.
21. Malbec Ave. shall be constructed full width including curb, gutter and provisions for storm drainage from Ava Way to Highview Street concurrent with the first phase of development. Sidewalk and street lights are required along the east side of Malbec at the time of construction. A ten-foot public utility easement along these roadways shall be provided on the face(s) of the final plats.
22. A traffic signal shall be constructed at the Dallas Road/Trowbridge Blvd. intersection concurrent with the project that generates the 600th PM peak-hour trip for the entire Badger Mountain South Development. This requirement is applied to enforce the provisions of the Badger Mountain South Master Agreement. The City is tracking the accumulation of approved trip generating projects according to the approval date of the development.
23. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate Right-of-Way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.
24. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
25. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, tracts, etc.).
26. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

27. Any grading operations that take place near or over the top of the existing 16-inch domestic water main shall ensure that adequate cover remains over the water main so as to protect it from breakage or freezing. It shall be the responsibility of the developer to re-install any water mains that have too little (or too much) cover over them as a result of grading operations, or that will result in this water main being in a building lot. This water main needs to be within the roadway whenever possible. The existing main shall be exposed and surveyed at multiple locations as part of the grading permit application.
28. Domestic water shall be extended to the adjoining properties adjacent to the plat.

29. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
30. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

31. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
32. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

33. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
34. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
35. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
36. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
37. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.

38. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
39. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
40. As per RMC chapter 24.20.070, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
41. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
42. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
43. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowner's association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
44. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

45. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
46. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

47. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
48. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
49. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
50. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
51. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
52. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
53. Any restricted parking areas shall be indicated on the final plats.

Building & Planning Requirements:

54. The use (single-family or duplex) of each lot shall be noted on the face of all subsequent final plats.
55. Prior to final plat submittal a geotechnical investigation shall be conducted in accordance to the 2015 IBC Section 1803. A grading permit shall be issued and final observation by the City of Richland and Geotechnical Engineer of Record. Any specific geo-technical requirements regarding foundation footings and site slopes shall be noted on the plat along with reference to geotechnical engineer and report date.
56. All final plats shall contain following plat note: *"Addresses shown in brackets are subject to change by the City of Richland. Zip code: 99352"*.
57. Upon or before final plat submittal please supply five (5) name options for street segments labeled Rd A & B.
58. Prior to submitting final plats, indicate which lots, if any, will allow construction of 2-family dwellings (duplex). Address numbers, if any, shall be added to the final plat for approval prior to recording.



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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“GOOSE RIDGE ESTATES” PRELIMINARY PLAT
(PUBLICLY NOTICED AS “MONSON FAMILY ESTATES”)**

FILE NUMBER: S2018-104

APPLICANT/OWNER: BILL MONSON C/O MONSON DEVELOPMENT WASHINGTON LLC

APPLICATION: TO SUBDIVIDE 35.88 ACRES INTO 106 RESIDENTIAL LOTS

LOCATION: PART OF THE BADGER MOUNTAIN SOUTH SUB-AREA, EAST OF THE
INTERSECTION OF MALBEC AVENUE AND HIGHVIEW STREET.

PARCEL NUMBERS: THE PROPOSED PLAT APPEARS TO LIE ENTIRELY WITHIN AND COMPRISE THE
ENTIRETY OF BENTON COUNTY ASSESSOR PARCEL NO. 132983000003005,
ALL OF WHICH IS OWNED BY THE APPLICANT, MONSON DEVELOPMENT
WASHINGTON LLC

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

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: MARCH 13, 2019

CONTENTS OF RECORD

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the “Monson Family Estates” Preliminary Plat, File No. S2018-104, dated January 14, 2019;

1 – 13. As described and indexed on page 18 of the Staff Report.

In advance of hearing, items added to record:

14. Letter from Larry White (Master Plan Administrator) denying the request for a Master Agreement Consistency Recommendation (MACR);

15. Email correspondence between Mr. White and Mr. O’Neill regarding Master Plan Administrator review for the proposed plat;

16. Applicant response to MACR Denial from Master Plan Administrator, Mr. White;

17. Letter from applicant suggesting different Master Plan Administrator;

18. a. Letter, with redline comments, referenced by applicant’s representative, Mr. Becker, at the public hearing;
b. Materials attached to and referenced in Mr. Becker’s letter;

Post-hearing materials provided to the Examiner and included in the record:

19. Map of BMS community, from older version of LUDR;

20. Letter from Larry White, Master Plan Administrator, indicating consistency of revised “Goose Ridge Estate” preliminary plat with master agreement for the BMS community;

21. Revised plat site plan, renamed “Goose Ridge Estates”;

22. Post-hearing Staff memo, summarizing the applicant’s proposed plat revisions, and communications with Master Plan Administrator and applicant representatives;

23. REVISED TAC Report, generated to address revised plat materials for the “Goose Ridge Estates” proposal; and

24. E-mail from applicant representatives with AHBL.

Testimony/Comments: Staff and an applicant representative provided sworn testimony at the public hearing. A digital recording of the public hearing is maintained by staff and is included as part of the file for this matter.

APPLICABLE LAW

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

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

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

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;
2. Adequacy and accuracy of land survey data;
3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)¹ and reads as follows:

¹ "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

- A. The preliminary plat conforms to the requirements of this title;*
- B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;*
- C. The public use and interest will be served by the platting of such subdivision and dedication; and*
- D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).*

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

- A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.*
- B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.*
- C. The development application is beneficial to the public health, safety and welfare and is in the public interest.*
- D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, “concurrent with development” means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.*
- E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.*

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

ISSUE PRESENTED

Whether substantial evidence demonstrates that the applicant has satisfied their burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes, subject to conditions.

FINDINGS of FACT

1. Upon consideration of the Staff Report, exhibits, public hearing testimony, and the Badger Mountain South LUDR provisions, this Recommendation is now in order. Based on all the evidence, testimony, codes, policies, regulations, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.
2. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such.
3. Bill Monson, dba Monson Development Washington LLC, of Benton City, Washington, is the applicant and owner of the parcel of property addressed in this preliminary plat application. (*Exhibit 1; Ex. 2, initial site plan, page C1.0*).
4. The project site is currently planted with grape vines, as shown in Exhibit 11. The existing neighborhood known as West Vineyard 1, Phase 1 is located immediately west of the site. The applicant also owns a much larger parcel of property immediately east of the proposed plat, which is also within the Badger Mountain South master planned community. (*Assessor records*).
5. The city received the pending application for preliminary plat approval on or about November 1, 2018. (*Staff Report, page 9; Ex. 1, Preliminary Plat Application Form cover sheet for a project identified as 'Monson Family Estates, Phase 1'*). Following initial review, which did not include any submittal from the applicant to verify the Master Plan Administrator's determination regarding the application's consistency with the current

Land Use and Development Regulations (LUDR) for the Badger Mountain South master-planned community, city staff mailed and published Notices of the Application and Public Hearing for the matter on or about November 1, 2018. (*Staff Report, page 9; Ex. 3*). All written comments received prior to the hearing from members of the public or interested agencies are included in the record as part of Exhibit 9.

6. This proposed subdivision is part of the Badger Mountain South Subarea Plan and is part of the master planned community of Badger Mountain South, which is intended to be a “walkable and sustainable community” with a range of housing types, mixed-use neighborhoods, up to 5,000 dwelling units, businesses and other commercial activities, all subject to specially adopted Land Use and Development Regulations (LUDR) for the area. (*Staff Report, page 3; LUDR, 1.A, Intent, and 1.B, Purpose*). The project will have convenient access to/from Interstate 82, via Dallas Road, which intersects with Ava Way and Trowbridge Blvd. (*Ex. 2, page C1.0, vicinity map*).
7. The initial application materials and all public notices issued for this matter referenced the underlying project as the “Monson Family Estates” Preliminary Plat. After the public hearing, in submittals and revisions offered on behalf of the applicant and received by the Examiner in February, the project changed. Among other things, the proposed name of the new plat is now “Goose Ridge Estates,” and the number of lots requested has increased from 103 to 106, in order to move further to achieving the density requirements applicable to the Badger Mountain South Master Plan. Other changes are noted elsewhere in this recommendation and file materials.
8. The proposed subdivision would divide almost 36 acres into a development site with 106 residential lots.
9. The Master Agreement Consistency Recommendation (MACR) Supplement to the application (included in the record as Exhibit 4) was not revised and notes that the project is located within the Neighborhood Edge and Neighborhood General Districts of the Badger Mountain South area (*Ex. 4, on page 2, items 5 and 6*). The MACR Supplement also explains that the building types likely to be developed in the project are “*Single-family Street Access, Duplex or Accessory Units.*” (*Ex. 4, on page 2, item 8, citing to LUDR p.2-4*). The Examiner finds that this listing of possible building types for the proposed plat is consistent with the “Building Type Table” found in Sec. 2.D of the LUDR.
10. The same exhibit expressly provides that: “*In the ... Neighborhood General (NG) Districts, two (2) building types [are] required on each block; see Section 2.D [of the LUDR] for Building Type Table*”; and goes on to observe that: “*The plat contains lots with a variety of sizes. Thus, a number of different building types may be accommodated. This variety is intended to encourage a mix of housing price points*” (*See Ex. 4, item 9.3*).
11. While the Staff Report (on page 7) explains that the applicant’s submittals indicate an intent to develop the entire plat exclusively with single-family homes without any variety of housing types as required by the LUDR, the Examiner does not have authority or

discretion to ignore a provision of any applicable development regulation that is “required”. For instance, Sec. 7.B(5)(a) of the LUDR, captioned “Block Standards”, expressly provides that *“In order to create neighborhood diversity, a minimum number of Building Types per block are required”* – showing “2 Types/Block” for lands located in the Neighborhood General (BMS-NG) District. (See LUDR, at Sec. 7.B(5)(a)(3), *emphasis added*).

12. Based on such requirement, this Recommendation includes a new condition that would direct attention to controlling provisions of the LUDR that mandate at least two (2) types of Building Types per block in all portions of the new plat that fall within the “Neighborhood General” land use designation of the Badger Mountain South area. The area is depicted on page 3 of the Staff Report, in Figure 2. Comparing proposed (and revised) plat maps with Figure 2, it appears as though only lots that front the new extension of Highview Street would be excluded from this two-building type per block requirement, so all other blocks fronting the new extensions of Corvina and Barbera Streets in the new plat must do so.
13. Consistent with LUDR Sec. 1.G(5), 7.B(5)(a)(3), and recommended TAC Condition of Approval No 56 (renumbered 54 in the revised TAC Report received by the Examiner in February), the face of the final plat documents must identify the building type(s) that will be allowed on each lot, and demonstrate that there will be two building types per block for all blocks of the proposed plat that are within the BMS-NG District.

SEPA Compliance.

14. The City of Richland’s Planned Action Ordinance adopted for the Badger Mountain master planned community covers development within the Badger Mountain South Subarea. The Supplemental Final Environmental Impact Statement issued for the Planned Action Ordinance covers the site of this proposed plat. Accordingly, standard SEPA review is not required, so long as the project is consistent with the master plan and mitigation measures adopted and identified in applicable SEPA documentation for the master planned area. (*Staff Report discussion, at pages 10 and 11; and Ex. 5, Planned Action Consistency Determination*). With such documentation, and so long as the project is developed in a manner that meets the requirements found in the LUDR provisions applicable to the BMS master planned community, the pending application satisfies(ies) applicable SEPA review requirements.

Public Hearing.

15. The open-record public hearing for the application occurred on January 14, 2019, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, several weeks before the hearing and is familiar with the Badger Mountain South area from previous visits in connection with other applications over the last few years.

16. Shortly before the public hearing, the Examiner was informed that the Master Plan Administrator for the Badger Mountain South master planned community, Lawrence J. White, could not/would not be able to issue a favorable Master Plan Consistency Determination for the project. (*Staff Report, page 8; Ex. 12, pre-hearing correspondence between staff and Mr. White*).
17. The hearing went forward on the noticed-date, at which time the Examiner noted the missing pieces and parts of a standard preliminary plat application for properties located in the BMS community, like this one. The applicant representative asserted that the application should move forward as submitted, while Staff requested additional time to see if the Master Plan Administrator, Mr. White, could review the materials and issue a letter regarding the application's compliance with the Master Agreement and LUDR provisions for the BMS community. Given the materials and evidence in the record at the time of the hearing, the Examiner would have recommended denial of the pending application because the applicant failed to demonstrate compliance with applicable development regulations, particularly those found in the LUDR. Instead of recommending denial, the Examiner held the record open to provide the staff and applicant teams to address outstanding issues, including submittal of a plat design that complies with LUDR provisions, like other projects in the BMS community are required to do.
18. In February, staff forwarded revised plat designs prepared by the applicant and recommendations regarding the pending preliminary plat, now known as "Goose Ridge Estates."
19. While the TAC report includes a recommended condition of approval under which all final plat maps must indicate "single-family or duplex" building types on each lot within the development, the language should be clearer, to ensure that the developer and regulatory-staff responsible for final reviews needed to obtain final plat approval from the city, fully recognize that the condition arises from a requirement – not an option or suggestion – included in the LUDR. Again, Sec. 7.B(5)(a) of the LUDR, captioned "Block Standards", expressly provides that "*In order to create neighborhood diversity, a minimum number of Building Types per block are required*" – showing "2 Types/Block" for lands located in the Neighborhood General (BMS-NG) District. (*See LUDR, at Sec. 7.B(5)(a)(3), emphasis added*).
20. The Staff Report and recommendation of approval (*Ex. A*), includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines. It points out some requirements found in the LUDR that the final plat must reflect, such as providing at least two building types on blocks within certain land use districts (as discussed above). Because this application appears to have been submitted in haste, and without adequate focus on requirements found in the LUDR, an additional condition of approval should be added to ensure that all staff and future developer representatives fully understand and appreciate that the burden is on the applicant to show

compliance with applicable provisions of the LUDR and the Richland Municipal Code at every stage of development, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report, in this Recommendation, or in the City Council's possible action to approve this preliminary plat as conditioned.

21. In previous public hearings before the Examiner on applications involving properties located within the Badger Mountain South master planned community, local residents expressed general frustration about the need for more retail services in the neighborhood and about rosy statements that realtors or developers made to buyers about upcoming retail venues that would soon be built in the BMS community to serve local residents, making the neighborhood a place where people can easily walk to and from appealing stores and businesses. Each time, such residents were reminded by applicant and developer representatives that retailers want density and proximity to collections of potential customers, which will not materialize until more of the BMS community is developed to increase density and population figures. Obviously, if new plats are allowed to move forward by ignoring requirements to include more than one building type in certain land use districts, the density goals will grow harder and harder to achieve.
22. In some hearings, people opposed rental apartments in the area, failing to appreciate the density mandates included in the LUDR provisions for the greater BMS community.
23. In this application, the applicant's plat drawings submitted thus far omit reference to requirements in the LUDR that at least two building types must be provided on most blocks in the new plat, excluding only those fronting Highview Street, which appear to lie outside the Neighborhood General (BMS-NG) land use district. Obviously, options in housing types, with more than just single-family detached dwelling units, is the goal explained in the LUDR requirements for the community. Conditions of approval must be included to ensure the final plat and all phases of the proposed plat comply with all provisions found in the LUDR, not just those that the current applicant prefers at this moment.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

24. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is *"in furtherance of the comprehensive plan of the city"* and that such regulations contained in the city's platting and subdivision codes *"are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public*

uses and requirements.” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record clearly establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, including without limitation those reflected in the LUDR for Badger Mountain South, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings*). Obviously, if the proposed plat is not designed and/or conditioned to demonstrate compliance with all applicable LUDR provisions, then the application would NOT be compliant with the city’s comprehensive plan.

As Conditioned, and if developed in compliance with requirements in applicable LUDR provisions, the proposed plat will provide public benefits

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

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

26. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: See Staff Report; all Findings. ;
 - B. Open Spaces: *Staff Report, page 12, noting green-space tracts within the proposed plat totaling about 2.5 acres; also see trails and sidewalks that are part of the project, all of which are consistent with the LUDR; See discussion in item H.*
 - C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report, page 12; TAC Report, recommended Storm Water conditions.*
 - D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable LUDR and city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Technical Advisory Committee report and proposed conditions, noting that the applicant questioned the connection of Malbec with Ava roadways, and that staff*

correctly included the connection so as to reduce new traffic flowing into the existing neighborhood to the west of the proposed plat.

- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 12.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will continue to be available within the plat, as provided by the Badger Mountain Irrigation District. *Staff Report, page 12; TAC Report, recommended Domestic Water conditions.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 12; TAC Report, recommended Sanitary Sewer conditions.*
- H. Parks and recreation, playgrounds, schools: The Staff Report and site plans show that the project includes provisions for new open space, advancing the Badger Mountain South vision of urban trails throughout the master planned community. The Staff Report explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. School needs for future residents are adequately addressed in the LUDR for the Badger Mountain South master planned community. *Staff Report, pages 12 and 13.*
- I. Planning features to assure safe walking conditions for students: The proposed plat includes walking paths and sidewalks that will adequately provide safe walking routes and conditions for school children.

27. Except as modified in this Recommendation, including without limitation any language that might be read to excuse or waive the applicant's obligation to comply with all requirements and standards set forth in applicable development regulation for the property, particularly the LUDR, all Findings, and statements of fact contained in the Staff Report are incorporated herein by reference as Findings of the undersigned hearing examiner.²

² For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

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

CONCLUSIONS of LAW

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the REVISED Technical Advisory Committee Report included in the Record as Exhibit 23, are reasonable, supported by the evidence, and capable of accomplishment. Additional or modified conditions should be included in the City Council's action to approve this preliminary plat, to ensure that provisions of the LUDR are followed as the project moves forward.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

RECOMMENDATION

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the "Goose Ridge Estates" Preliminary Plat** application, subject to the Additional Conditions of Approval set forth below and all Conditions of Approval set forth in the City's REVISED Technical Advisory Committee Report, a copy of which is included in the Record as *Exhibit 23*, and adopted herein by reference.

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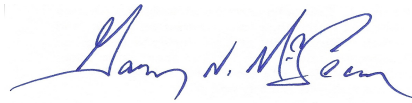
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Additional Conditions of Approval

A. The preliminary plat of Goose Ridge Estates shall comply with all applicable provisions of the Richland Municipal Code (RMC) and LUDR provisions for the Badger Mountain South community where this plat is located, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report or in this Recommendation. The burden is on the applicant to show compliance with applicable provisions of the RMC and LUDR at every stage of development.

B. Consistent with LUDR Sec. 1.G(5), 7.B(5)(a)(3), and recommended TAC Condition of Approval No. 56 (renumbered 54 in the revised TAC Report received by the Examiner in February), the face of the final plat documents for all phases of the project must identify the building type(s) that will be allowed on each lot, and demonstrate that there will be two building types per block for all blocks of the proposed plat that are within the BMS-NG District.

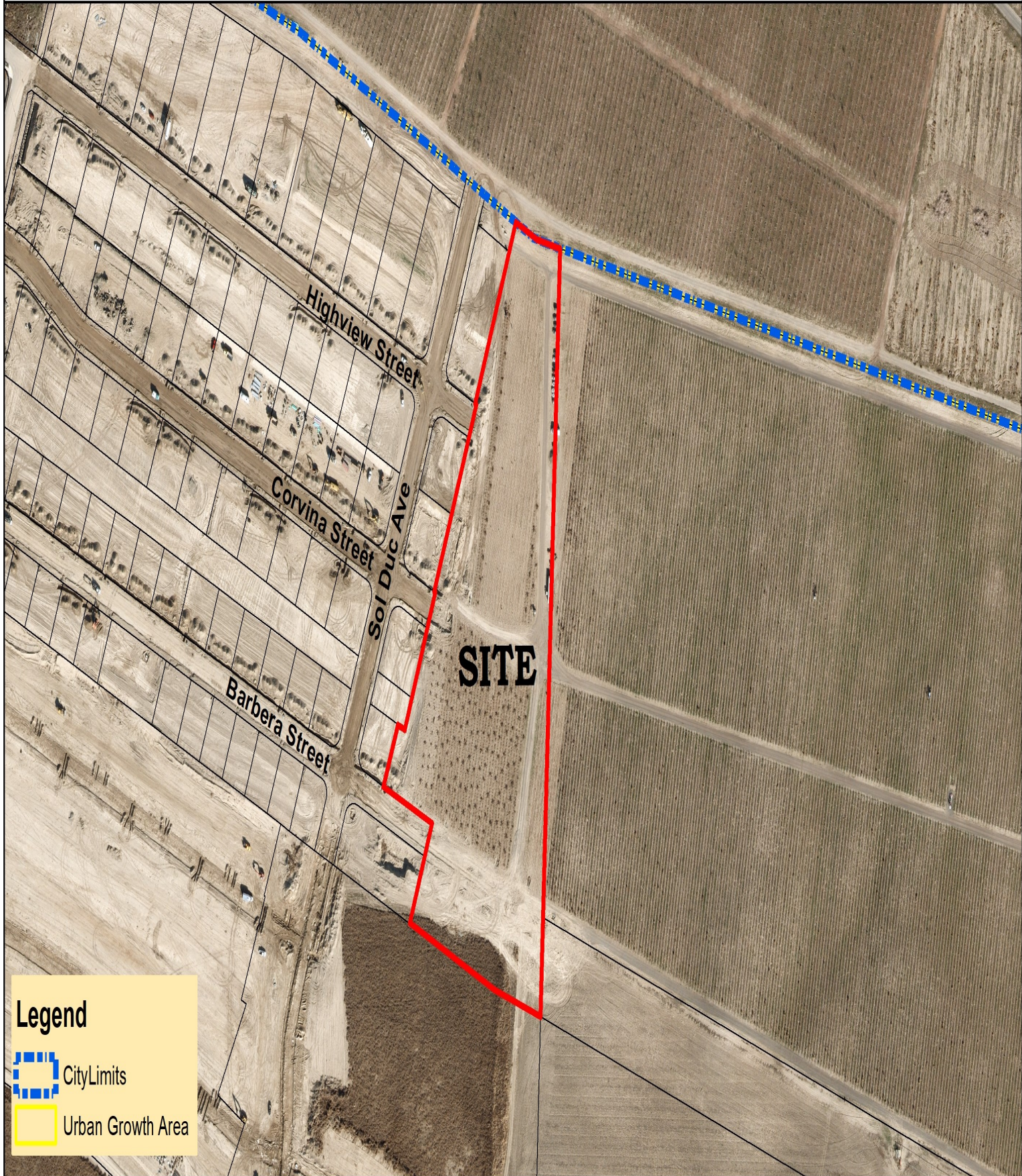
Recommendation issued: March 13, 2019.



Gary N. McLean
Hearing Examiner for the City of Richland

Vicinity Map

Item: Final Plat - Goose Ridge Estates Phase 2
Applicant: Monson Development Washington, LLC
File #: FP2021-102





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 4 - Manage our Natural Resources

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 44-21, Authorizing Award of 2021 Park Partnership Program Grants

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

44-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 44-21, authorizing the City Manager to sign and execute agreements with the Crested Hills Homeowners Association, Friends of Badger Mountain, Horn Rapids Motorcycle Complex, Backcountry Horsemen of Washington, and the Sundance Ridge Homeowners Association as provided therein.

Summary:

The City administers an annual grant program that provides matching funds to eligible organizations intended to improve City parks, trails, open spaces, or facilities. The total approved 2021 budget for the Park Partnership Program is \$20,000 from the Park Reserve Fund. Nine qualified applications were received. On March 11, 2021, the Parks & Recreation Commission recommended that Council enter into the Park Partnership agreements with the following recipients:

Crested Hills Home Owners Association	\$2,287.15
Friends of Badger Mountain	\$5,000.00
Horn Rapids Motorsports Complex	\$5,000.00
Back Country Horsemen of Washington	\$5,000.00
Sundance Ridge Home Owners Association	\$2,000.00

On March 11, 2021, the Parks & Recreation Commission additionally recommended that Council amend the existing \$20,000 budget to provide the remaining four program applicants with the following: REACH Museum (\$3,400); Richland Parkway Improvement Association (\$1,000); SILAS Education (\$5,000); and Tapteal Greenway Association (\$1,400). These four applicants are not included in Resolution No. 44-21 because there is insufficient budget to fund the grants. Should Council desire to increase the annual Park Partnership budget amount, staff will prepare a budget adjustment ordinance, schedule a public hearing, and present a resolution implementing the PRC's second recommendation. Staff note that requests for funding have regularly exceeded available funds in recent years, and correspondingly, will propose an increase to the typical Park Partnership Program budget for the 2022 program year. Staff recommends approval of Resolution No. 44-21.

Fiscal Impact:

Funding the Parks & Recreation Commission's five (5) recommended applications will cost \$19,287.15. The 2021 Park Partnership Program is funded at \$20,000. Additional grant awards would require a budget adjustment.

Attachments:

1. Resolution No. 44-21
2. Park Partnership Agreement - Back Country Horsemen of Washington
3. Park Partnership Agreement - Crested Hills Homeowners' Association
4. Park Partnership Agreement - Friends of Badger Mountain
5. Park Partnership Agreement - Horn Rapids Motorsports Complex
6. Park Partnership Agreement - Sundance Ridge HOA-Richland

RESOLUTION NO. 44-21

A RESOLUTION of the City of Richland approving 2021 Park Partnership Program funding allocations and authorizing 2021 Park Partnership agreements.

WHEREAS, the City of Richland's Park Partnership Program provides financial assistance to individuals and groups to make qualifying improvements to city parks; and

WHEREAS, the 2021 Budget includes \$20,000 for Park Partnership Program projects; and

WHEREAS, the Parks & Recreation Commission favorably recommends the following 2021 Park Partnership funding allocations based on submitted applications: Back Country Horsemen of Washington for \$5,000; Crested Hills Homeowners' Association for \$2,287.15; Friends of Badger Mountain for \$5,000; HRMC, Inc. for \$5,000; and Sundance Ridge HOA-Richland for \$2,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute grant agreements with the identified recipients, and in identified amounts, to accomplish the park improvements identified herein:

1. Back Country Horsemen of Washington in the amount of \$5,000;
2. Crested Hills Homeowners' Association in the amount of \$2,287.15;
3. Friends of Badger Mountain in the amount of \$5,000;
4. HRMC, Inc. in the amount of \$5,000;
5. Sundance Ridge HOA-Richland in the amount of \$2,000.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



PARK PARTNERSHIP PROGRAM FUNDING AGREEMENT

Funding Year 2021

This Grant Funding Agreement (the "Agreement"), is entered into this ____ day of April, 2021 by and between the **City of Richland** ("**Grantor**"), a Washington municipal corporation located at 625 Swift Boulevard, Richland, WA 99352, and **Back Country Horsemen of Washington** ("**Grantee**"), a Washington for-profit corporation with service at 4111 Schnebly Road, Ellensburg, WA 98926. **City** and **Grantee** are referred to collectively as the "Parties."

WITNESSETH:

1. **Term**. The Term of this Agreement shall be for one (1) year beginning April 12, 2021 and terminating at midnight on April 11, 2022. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. **Scope of Work**. Park Partnership Program Funds shall be used for the Scope of Work as identified in **Exhibit A**.
3. **Funding Responsibilities**. The City agrees to provide from the City's Park Reserve Fund a total of **\$5,000.00** to match actual costs incurred by Grantee to complete the Park Partnership Program Project Scope of Work set forth in **Exhibit A** of this Agreement. In exchange for the funds provided under this Agreement, Grantee agrees to the following:
 - a. Grantee agrees to utilize in a prudent and responsible manner all monies made available by the City under this Agreement solely for the purpose of costs directly incurred in completing the Scope of Work set forth in **Exhibit A**.
 - b. Within thirty (30) days of the completion of the project, and before acceptance by the City, Grantee shall submit to the City a complete accounting of the project budget. Failure to provide this accounting may result in a demand by the City that the funding provided through the Park Partnership Program be reimbursed to the City. If such a demand is made in writing by the City, Grantee shall reimburse all funding provided within thirty (30) days of receipt of said notice.
 - c. Should Grantee use the funds for purposes not specified in this Agreement, the Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - d. Should Grantee fail to abide by the terms of this Agreement, Grantee will be permanently prohibited from future receipt of the distribution of funds through the Park Partnership Program.
 - e. No work shall commence until Grantee receives a written notice to proceed issued by the City of Richland.

4. **Licenses, Permits & Taxes.** Before commencing the performance of any activity under this Agreement, Grantee shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement.
5. **Improvements.** All improvements proposed by Grantee shall be reviewed and approved by the City. Grantee acknowledges that all improvements to the property shall become the property of, and owned by, the City of Richland, and that Grantee does not acquire any possessory or ownership interest in said improvements under any equitable or legal theory, including, but not limited to, the theory of laches or adverse possession.
6. **Ownership Interest/Right of Entry.** Through this Agreement, Grantee does not take any possessory or ownership interest in the property to be improved as described in the Scope of Work provided in **Exhibit A**. Further, the City reserves the right to enter the premises at any reasonable time for any reason. Nothing in this Agreement shall be construed to grant a license for exclusive use or occupancy to Grantee.
7. **Indemnification and Hold Harmless.** Grantee agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, or injury, during work associated with this agreement, including environmental damage, injury to, or death of any person, arising from Grantee work on City property as described in this agreement. The City shall give Grantee prompt and timely notice of any claim made or suit instituted which in any way affects Grantee or its insurer, and Grantee and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which Grantee is liable hereunder shall be conclusive against Grantee as to liability and amount.
8. **Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice given as provided under Section 9 below. Any failure by Grantee to comply with any part of this Agreement may result in the immediate termination of this Agreement at City's election and without notice. Any waiver of a violation of this Agreement by the City shall not be deemed to become a waiver of any other violation which may occur. In the event the City elects to terminate this Agreement, Grantee shall refund the funds provided under this Agreement within thirty (30) days' written notice from the City.
9. **Notification.** Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland
Parks & Public Facilities Director
625 Swift Blvd., MS-13
Richland, Washington 99352
509-942-7578

Grantee:
Back Country Horsemen of Washington
4111 Schnebly Road
Ellensburg, WA 98926
(479) 886-3950

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

10. **Severability.** If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
11. **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 concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
12. **Assignment/Successors.** Grantee may not assign any rights under this Agreement without City's written consent. Any assignment made without City's consent is null and void, and does not relieve Grantee of any liability or obligation hereunder.
13. **Construction of Agreement; Governing Law; Attorney's Fees.** Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. Grantee expressly agrees to submit to personal jurisdiction in Benton County, Washington.
14. **Independent Contractor.** The parties agree that this is not a contract of employment. Grantee is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other resources used by Grantee are and shall be deemed the employees of Grantee and in no manner employees of the City. Further, no partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
15. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
16. **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.

26. **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.

CITY OF RICHLAND

GRANTEE:

Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Attest:

Its: _____

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft

Exhibit A



City of Richland Parks and Public Facilities Department

2021 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space and recreational facilities. The 2021 program year is budgeted at \$20,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, or renovation project that provides its principle benefit to the general public.
5. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$25.43 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
6. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.

Project Time Line:

Application Due Dates

Applicant must attend mandatory open-house zoom meeting on Thursday, February 4, 2021. Please contact Stacy Jackson, Contracts Administrator, at stjackson@ci.richland.wa.us to schedule your meeting time. All meetings will be pre-scheduled between the hours of 4:00pm – 6:00pm.

Application must be submitted by close of business on March 3, 2021.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications will be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. A second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2020 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages (12-point font, 1" margins, and single sided) and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project including estimate of the number of people served
3. Objective/purpose of the proposal
4. Schedule
5. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Match).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



City of Richland
Parks and Recreation Department

Park Partnership Program
Application

Project Information

Name of Park: Richland Horse Park (RHP)

Project Location in Park: The northern portion of RHP. See site plan for details.

Brief Description of Project:

Construct a staging/parking area for horse trailers; add a trail obstacle course and renovate the jump/cavaletti area; add a 22-meter training circle and dress the by-pass trail; install signage and native / xeric plants; mow and spray per plan.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information

Name (First and Last): Bill and Mary Bennett

Organization Representing: Purple Sage Riders, Back Country Horsemen of Washington

Contact Address: 712 North Riverside Drive

City/State/ZIP: West Richland, WA 99353

Home Phone: 479-886-3950

Work Phone:

FAX:

E-mail: mbennett.777@gmail.com

Project Cost

Amount from City (maximum amt. \$5,000): \$ 5,000

Cash from Applicant: \$ 2,000

"In-Kind" Amount (Applicant and Other Sources): \$ 17,260

Cash Other Sources: \$ 5,233

Total Project Cost: \$ 29,493

DUE DATE: Close of business Wednesday, March 3, 2021



**City of Richland
Parks and Public Facilities Department**

Work Plan

Steps	Responsible Party	Completion Date
Establish by-pass trail, reroute main trail around parking, add 22-meter training circle	PSR & Community Volunteers	May 1, 2021
Spread chips on trails where needed; pick up trash	PSR & Community Volunteers	May 1, 2021
Mow designated areas	PSR & Community Volunteers	May 1, 2021
Move ecology blocks to create manure bins	PSR & Community Volunteers	May 1, 2021
Rock rake trails; remove hazards	PSR & Community Volunteers	May 1, 2021
Obtain City Planning permit for parking area	Mary Bennett; Carl Baker	June 1, 2021
Move logs to create barriers for native plant areas	PSR & Community Volunteers	June 1, 2021
Mow designated areas	PSR & Community Volunteers	June 1, 2021
Weed eat trailhead & along Hall Road; pick up trash	PSR & Community Volunteers	June 1, 2021
Lay out & install jumps & obstacles	PSR & Community Volunteers	June 1, 2021
Spray for weeds at trailhead	PSR & Community Volunteers	June 1, 2021
Pick up trash, pull weeds, general cleanup	PSR & Community Volunteers	June 1, 2021
Grade parking area; water plants	PSR & Community Volunteers	September 1, 2021
Lay gravel; water, roll, compact, & grade to drain	Tri Cities Asphalt	November 1, 2021
Install signage; plant trees	PSR & Community Volunteers	December 1, 2021
Create telephone pole barrier around parking area	PSR & Community Volunteers	December 1, 2021
Install native plants	PSR & Community Volunteers	December 1, 2021
Dress trails with chips, pick up trash, pull weeds	PSR & Community Volunteers	December 1, 2021
Dedication	PSR & Community Volunteers, City of Richland	TBD



City of Richland
Parks and Public Facilities Department
Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

The cost to complete project improvements for 2021 is estimated at \$29,493. The Purple Sage Riders, BCHW, will provide/arrange for cash donations, in-kind items, and volunteer hours totaling \$24,493. We request a City match of \$5,000.

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
Cash on hand, plus commitments	\$6,283	
Back Country Horsemen of America grant		\$1,000
Requested City Match Amount		\$5,000
Total:	\$6,283	\$6,000

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Tri Cities Asphalt	\$5,914		\$5,000
Construction supplies, misc	\$ 669	\$ 50	
City fees	\$ 50		
Signage, cavaletti, obstacles, plants	\$ 600	\$ 1,400	
Volunteer hours, equip rental		\$15,810	
Total:	\$7,233	\$17,260	\$5,000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

The City of Richland will deliver 550 linear feet of telephone poles to the Horse Park before September 30, 2021 for PSR to use in construction of the perimeter barrier. The City may choose to install the barrier itself at a later date.



City of Richland
Parks and Public Facilities Department

Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
Purple Sage Riders, Back Country Horsemen of Washington for its "In Kind" match.

(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
See Donor List						

Richland Horse Park
2021 Park Partnership Application

PURPLE SAGE RIDERS, BCHW

Cash Donations

Amount to Meet Project Minimums	Amount Received	Amount Pending	Difference
\$12,283	\$5,233	\$7,050	--

Item Donations

Donor / Item(s)	Value Rcv'd	Value Pending
PSR / 8' Cavaletti (3) @ \$150 ea	\$450	
Artistic Tree / 3 logs, delivered	\$400	
Garden Genies / 2 Trees + native plants	\$300	
PSR / Tractor Tires	\$150	
Tapteal Native Plants		\$100
Totals (as of 2/18)	\$1,300	\$100

Cash Expense Details

Construction supplies	\$ 550
Tri Cities Asphalt	\$10,914
City Fees	\$ 50
Signage	\$ 600
Misc	\$ 169
Total	\$12,283

1. Overview of the project's design and budget.

The Purple Sage Riders (PSR), a local chapter of the Back Country Horsemen of Washington, has developed a plan to build a 93' x 210' parking area for horse trailers to include signage and landscaping, establish a trail obstacle course, renovate the jump area to eliminate hazards, add a by-pass trail and realign an existing trail around the new staging / parking area, and provide for continued maintenance of the Richland Horse Park (RHP).

The total budget for this proposal is estimated at **\$29,493**. PSR will contribute **\$24,493** from a combination of cash donations, volunteer hours, and donated equipment rental hours for these improvements. We are requesting a match of **\$5,000** from the City of Richland, which will partially fund the professional services of a contractor to install gravel needed for the new staging / parking area.

Specifically, PSR will:

- Obtain necessary City permit and oversee construction of a 93' x 210' staging / parking area near the trailhead at RHP for horse trailers using volunteer hours and equipment to clear, grade, and prepare the site; and professional services to install 4" gravel, compacted, rolled, watered, and sloped to drain. Repurpose existing ecology blocks to create corner "benches" under shade trees.
- Construct a barrier around the staging / parking area to match the parking area at WE Johnson using telephone poles provided by the City and rebar to create "feet." This is designed to prevent vehicular access to the RHP. The City may choose to build the perimeter barrier if unable to supply telephone poles by September 30, 2021.
- Install signage including: 1 enter sign, 4 exit only signs, 3 horse trailer parking signs, 1 Happy Trails – Purple Sage Riders sign, and 1 trail obstacle course sign.
- Expand the trail course by adding a by-pass trail, rerouting the existing main trail around the new staging / parking area, and adding one 22-meter training circle at the northern portion of the park. Add chips to trails where needed.
- Construct a Trail Obstacle Course to include a wagon wheel obstacle, a side pass obstacle, an up – down (pedestal) obstacle, and a squeeze obstacle modeled after the existing course at Riverside State Park. (See 2021 Trail Obstacle Course & Jump Renovation Plan.)
- Renovate the existing jump area by repurposing worn out jumps elsewhere on site to create bird habitat and replacing them with fresh logs, adding three jump cavaletti to be constructed by PSR offsite, and replacing boards on the walk-trot cavaletti to eliminate sharp edges. (See 2021 Trail Obstacle Course & Jump Renovation Plan.)

- Continue to beautify the space by planting two shade trees in the staging / parking area, additional xeric perennials at the monument sign planter, and additional native perennials at existing plots. Maintain desirable plants onsite (water, weed) with the goal of naturalizing to eliminate / reduce watering needs. Use tractor with brush hog to mow weeds in designated high-use areas and spot spray to decrease problems associated with noxious weeds (targeting Russian knapweed and yellow star thistle).

2. Description of primary beneficiary of the project including estimate of the number of people served.

RHP is surrounded by residents who enjoy horsemanship, which makes this space ideal for equestrian improvements. The Richland Riders Club is directly across the street with 140 memberships of families and individuals. Tri Cities Equestrian Center stables over 40 horses, also across the street. Adjacent on the northwest corner is Stredwick Stables, with about 30 horses. The proposal is supported by the many equestrian residential properties in the area, and local equestrian groups who trailer-in to use this space. Property owners and local businesses are grateful for the improvements, which increase property values and build a sense of local pride.

3. Objective/purpose of the proposal.

The objective is to providing a safe, designated space for equestrians to park their trailers, load and unload their horses, tack up (groom and saddle), and untack their equine partners. The vision for the Horse Park has always included a space near the rest area for this purpose because the existing parking area at W.E. Johnson is narrow and not designed for horse trailer parking. Large horse trailers are unable to turn and park if cars are in the lot. Sometimes, unknowingly, regular vehicles create a hazard by parking too close or blocking trailers. The new staging / parking area will be near the equine rest area where horse trailers can safely park and riders can tie their horses while preparing them to ride. The Trail Obstacle Course, improved trails, and renovation of the jump area add interest and value to this popular equestrian park.

4. Schedule.

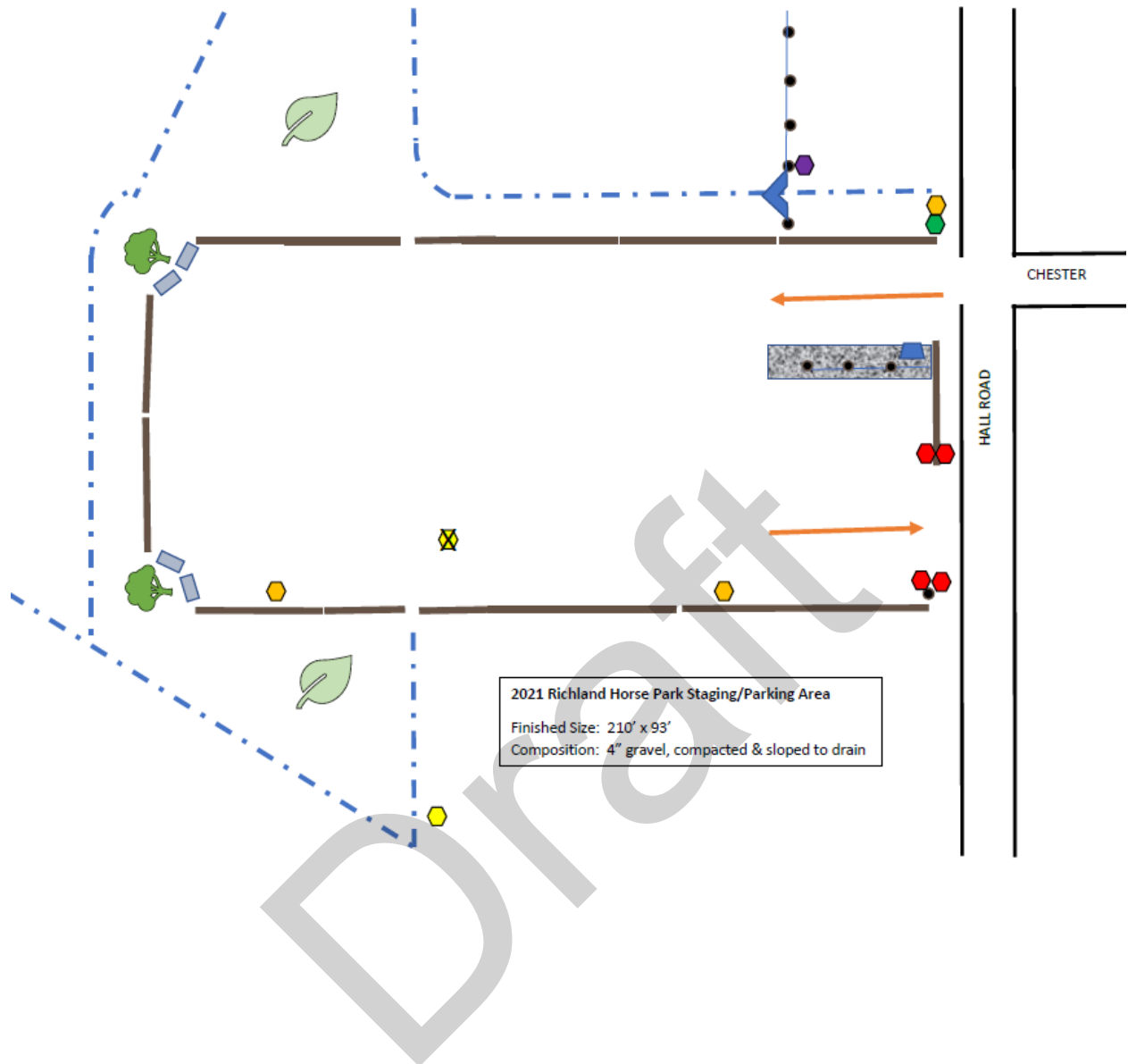
The Purple Sage Riders and community volunteers will provide most of the work necessary to complete the proposal per the implementation schedule.

5. Maintenance considerations.

PSR is considering an Adopt-a-Park plan with the City to formalize the maintenance we continue to provide at RHP. As a nonprofit organization, part of our mission is to provide trail maintenance and service to ensure public lands remain open for stock use.

PSR and local equestrians are committed to the future of this project and have demonstrated their support to continued maintenance. Native landscaping continues to be hand-watered as needed. The first two years of monitoring shows a great need for weed abatement. The areas mowed last year have little tumbleweed growth, but a long-term plan needs to be developed that includes a timeline of when mowing and spraying should occur in order to obtain the best benefit.





Richland Horse Park

2021 Trail Obstacle Course & Jump Renovation Plan

PURPLE SAGE RIDERS, BCHW

Trail Obstacle Course

The Richland Horse Park was established in 2019 through a partnership of the City of Richland, the RHP Focus Group, the Purple Sage Riders chapter of the Back Country Horsemen of Washington, and other local equestrian groups and community volunteers. The trailhead is located at the intersection of Hall Road and Chester in Richland, WA 99354.

The Purple Sage Riders propose a trail obstacle course for the Horse Park designed to present the horse and rider with navigation challenges that mimic naturally occurring trail situations. The course would initially be about 200 feet long with 4 physically made obstacles. It is free and open to all horsemen during most of the year. Every horseman is expected to clean up and adhere to leave no trace guidelines.



Obstacle 1 = WAGON WHEEL

Goal = Improve horse eye – hoof coordination; requires accurate foot placement to avoid tripping.

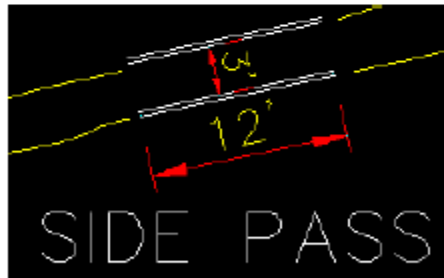


Supply List

- (1) 2" x 6" x 12' pressure-treated wood for spokes to attach
- (5) 4" x 4" x 12' pressure-treated wood for spokes
- Hardware, concrete

Obstacle 2 = SIDE PASS

Goal = Improve rider control; practice moving hindquarters and forehand independently



Supply List

- (2) 4" x 4" x 12' pressure-treated wood attached parallel to ground with 3' gap.
- Hardware, concrete

Obstacle 3 = UP / DOWN

Goal = Improve horse depth / height perception; practice rider navigation over uneven terrain.



Supply List

- 1 Large tractor tire, about 6' diameter X 18" tall
- Concrete fill pieces found within the park and gravel for base.
- Concrete cap

Obstacle 4 = SQUEEZE

Goal = Improve horse and rider confidence traveling through confined spaces.



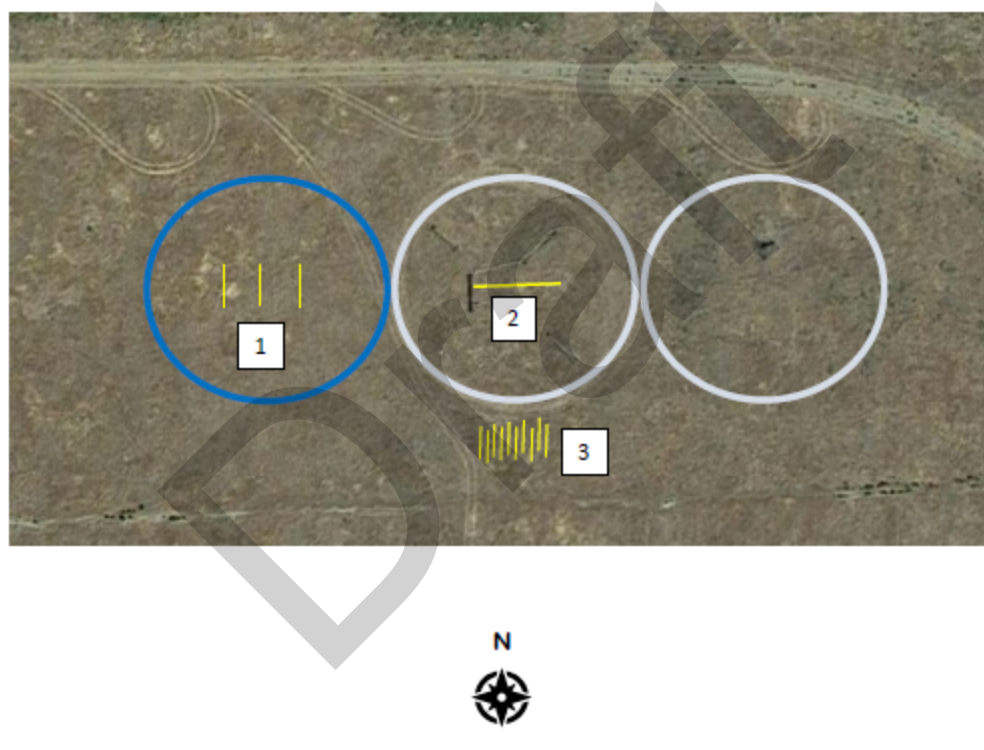
Supply List

- 2 Large tractor tires, about 6' diameter X 18" tall

Renovation of Jump Course / Training Circles

The existing Jump Course is worn out and badly in need of renovation. It includes about 8 remnant jumps used in the late 1970's – early 1980's as part of eventing / cross-country equestrian competitions, a few logs still usable, a string of walk – trot cavaletti that need new boards, a tree log pedestal, and 2 straw bales still usable. The jumps are located within training circles and the cavaletti are located to the south of the circles.

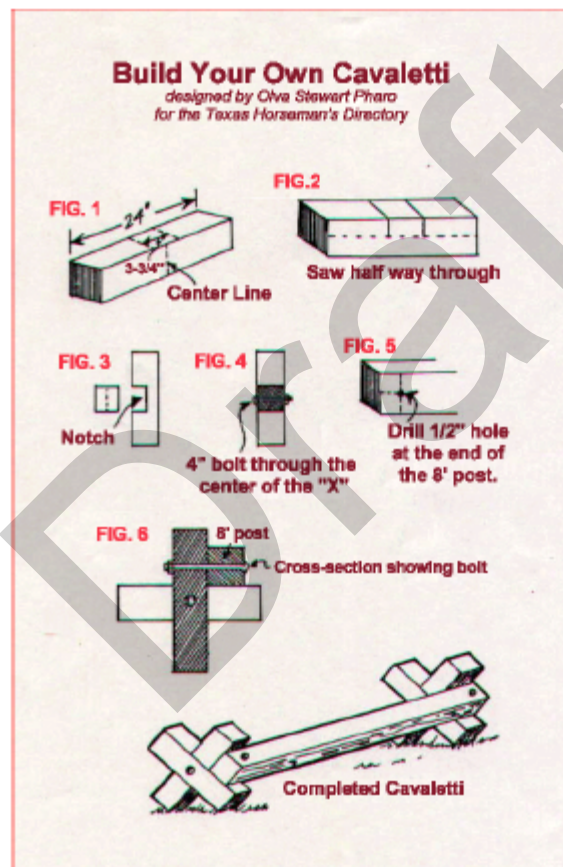
The Purple Sage Riders propose to add one additional 22-meter training circle for a total of three and remove worn out jumps replacing them with three new 8' jump cavaletti (1) and fresh-cut sizable logs (2). The existing walk – trot cavaletti will get replacement 8' wood peeler cores to eliminate sharp ends and will remain south of the training circles (3). Existing usable logs, tree log pedestal, and straw bales will remain. Deteriorated logs with no hardware will be repurposed elsewhere on site to create bird habitat.



Examples of worn out jumps:



Examples of fresh-cut logs and design of jump cavaletti:





PARK PARTNERSHIP PROGRAM FUNDING AGREEMENT

Funding Year 2021

This Grant Funding Agreement (the "Agreement"), is entered into this ____ day of April, 2021 by and between the **City of Richland** ("**Grantor**"), a Washington municipal corporation located at 625 Swift Boulevard, Richland, WA 99352, and **Crested Hills Homeowners' Association** ("**Grantee**"), a Washington for-profit corporation with service at 931 Clermont Dr., Richland, WA 99352. **City** and **Grantee** are referred to collectively as the "Parties."

WITNESSETH:

1. **Term.** The Term of this Agreement shall be for one (1) year beginning April 12, 2021 and terminating at midnight on April 11, 2022. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. **Scope of Work.** Park Partnership Program Funds shall be used for the Scope of Work as identified in **Exhibit A**.
3. **Funding Responsibilities.** The City agrees to provide from the City's Park Reserve Fund a total of **\$2,287.15** to match actual costs incurred by Grantee to complete the Park Partnership Program Project Scope of Work set forth in **Exhibit A** of this Agreement. In exchange for the funds provided under this Agreement, Grantee agrees to the following:
 - a. Grantee agrees to utilize in a prudent and responsible manner all monies made available by the City under this Agreement solely for the purpose of costs directly incurred in completing the Scope of Work set forth in **Exhibit A**.
 - b. Within thirty (30) days of the completion of the project, and before acceptance by the City, Grantee shall submit to the City a complete accounting of the project budget. Failure to provide this accounting may result in a demand by the City that the funding provided through the Park Partnership Program be reimbursed to the City. If such a demand is made in writing by the City, Grantee shall reimburse all funding provided within thirty (30) days of receipt of said notice.
 - c. Should Grantee use the funds for purposes not specified in this Agreement, the Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - d. Should Grantee fail to abide by the terms of this Agreement, Grantee will be permanently prohibited from future receipt of the distribution of funds through the Park Partnership Program.
 - e. No work shall commence until Grantee receives a written notice to proceed issued by the City of Richland.

4. **Licenses, Permits & Taxes.** Before commencing the performance of any activity under this Agreement, Grantee shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement.
5. **Improvements.** All improvements proposed by Grantee shall be reviewed and approved by the City. Grantee acknowledges that all improvements to the property shall become the property of, and owned by, the City of Richland, and that Grantee does not acquire any possessory or ownership interest in said improvements under any equitable or legal theory, including, but not limited to, the theory of laches or adverse possession.
6. **Ownership Interest/Right of Entry.** Through this Agreement, Grantee does not take any possessory or ownership interest in the property to be improved as described in the Scope of Work provided in **Exhibit A**. Further, the City reserves the right to enter the premises at any reasonable time for any reason. Nothing in this Agreement shall be construed to grant a license for exclusive use or occupancy to Grantee.
7. **Indemnification and Hold Harmless.** Grantee agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, or injury, during work associated with this agreement, including environmental damage, injury to, or death of any person, arising from Grantee work on City property as described in this agreement. The City shall give Grantee prompt and timely notice of any claim made or suit instituted which in any way affects Grantee or its insurer, and Grantee and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which Grantee is liable hereunder shall be conclusive against Grantee as to liability and amount.
8. **Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice given as provided under Section 9 below. Any failure by Grantee to comply with any part of this Agreement may result in the immediate termination of this Agreement at City's election and without notice. Any waiver of a violation of this Agreement by the City shall not be deemed to become a waiver of any other violation which may occur. In the event the City elects to terminate this Agreement, Grantee shall refund the funds provided under this Agreement within thirty (30) days' written notice from the City.
9. **Notification.** Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland
Parks & Public Facilities Director
625 Swift Blvd., MS-13
Richland, Washington 99352
509-942-7578

Grantee:
Crested Hills Homeowners' Association
931 Clermont Drive
Richland, WA 99352
509-392-9277

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

10. **Severability.** If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
11. **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 concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
12. **Assignment/Successors.** Grantee may not assign any rights under this Agreement without City's written consent. Any assignment made without City's consent is null and void, and does not relieve Grantee of any liability or obligation hereunder.
13. **Construction of Agreement; Governing Law; Attorney's Fees.** Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. Grantee expressly agrees to submit to personal jurisdiction in Benton County, Washington.
14. **Independent Contractor.** The parties agree that this is not a contract of employment. Grantee is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other resources used by Grantee are and shall be deemed the employees of Grantee and in no manner employees of the City. Further, no partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
15. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
16. **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.

26. **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.

CITY OF RICHLAND

GRANTEE:

Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Attest:

Its: _____

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft

Exhibit A



City of Richland Parks and Public Facilities Department

2021 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space and recreational facilities. The 2021 program year is budgeted at \$20,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, or renovation project that provides its principle benefit to the general public.
5. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$25.43 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
6. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.

Project Time Line:

Application Due Dates

Applicant must attend mandatory open-house zoom meeting on Thursday, February 4, 2021. Please contact Stacy Jackson, Contracts Administrator, at stjackson@ci.richland.wa.us to schedule your meeting time. All meetings will be pre-scheduled between the hours of 4:00pm – 6:00pm.

Application must be submitted by close of business on March 3, 2021.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications will be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. A second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2020 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages (12-point font, 1" margins, and single sided) and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project including estimate of the number of people served
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Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



City of Richland
Parks and Recreation Department

Park Partnership Program
Application

Project Information

Name of Park: Crested Hill

Project Location in Park: Grass Area between sidewalk and park path along Clermont and Meadow Hills Drive

Brief Description of Project:
Planting of 10 trees, 6 along the Clermont Street and Four along the north side of the park along Meadows Hill Drive

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information

Name (First and Last): Edward Smith

Organization Representing: Crested Hills Home Owners Association

Contact Address: 2249 Morency Dr

City/State/ZIP: Richland WA 99352

Home Phone: 5093929277

Work Phone: 5093929277

FAX:

E-mail: kehstennis@gmail.com

Project Cost

Amount from City (maximum amt. \$5,000): \$ 2287.15

Cash from Applicant: \$ 2287.15

"In-Kind" Amount (Applicant and Other Sources): \$ 0

Cash Other Sources: \$ 0

Total Project Cost: \$ 4574.3

DUE DATE: Close of business Wednesday, March 3, 2021



**City of Richland
Parks and Public Facilities Department**

Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

The HOA will use home owner dues to cover their portion of the project cost. Tree cost quote from Jobs Nursery, \$400/tree for Maple Redpointe 2 3/4-3", 12/15'

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income – Anticipated
HOA Fees To Be Used	\$2414.30 – From HOA	
City Contribution		\$2414.30
Requested City Match Amount		
Total:	\$2414.30	\$2414.30

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Planting of 10 Trees	\$254.30 (HOA contribution to 2 hours labor cost per tree paid to the boy scouts)	2 hours/tree volunteer time from HOA for overseeing boy scouts (estimated volunteer labor time \$25.43/hour @ 2 hours = \$50.86/tree x 10 trees = \$506.80)	\$254.30 (City match requested for planting of trees to be paid to boy scouts)
Purchase of 10 Maple Trees	\$2160.00 – HOA contribution to purchase of 10 Trees	Gas and Time to procure and stage trees (2 hours at \$25.42/hr = \$50.86)	\$2160.00 – (City match requested for purchase of 10 Trees)
Total:	\$2414.30	\$557.66	\$2414.30

Expense Description: Trees planting will be done with a combination of HOA volunteers and hired local boy scout troop with at 2 hours total labor per tree

Draft



City of Richland
Parks and Public Facilities Department

Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to _____ for its "In Kind" match.
(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature

Crested Hills Tree Beautification Project

The Crested Hills HOA is looking to purchase and plant Ten Trees in cooperation with the City of Richland. The trees would be planted around the Crested Hills Park in the areas shown in the red circles. The area circled where six trees will be planted has a distance of 300' length and 42' width between the side walk and path that goes around the park (shown in attached picture below along Clermont). The area circled on the South side by where the basketball court is located and a future proposed tennis court would go is where the other four trees would be planted and it has length of 200' between the current trees and 120' width between the road and the park pathway (shown in the picture below next to basketball court).



Crested Hills Park Master Plan (North is Up on the map)



Area along Clermont where 6 of the trees would be planted



Area Adjacent to Basketball and future tennis court where 4 trees would be planted



Redpoint Maple as proposed by Jobs Nursery



Honey Suckle Tree proposed to plant Redpoint and Maple every other tree for the 6 trees along Clermont



Celebration Maple proposed with Honey Suckle for every other tree for the four trees along the south side by the basketball/tennis court area



PARK PARTNERSHIP PROGRAM FUNDING AGREEMENT

Funding Year 2021

This Grant Funding Agreement (the "Agreement"), is entered into this ____ day of April, 2021 by and between the **City of Richland** ("**Grantor**"), a Washington municipal corporation located at 625 Swift Boulevard, Richland, WA 99352, and **Friends of Badger Mountain** ("**Grantee**"), a Washington for-profit corporation with service at 79 Newcomer Street, Richland, WA 99354. **City** and **Grantee** are referred to collectively as the "Parties."

WITNESSETH:

1. **Term.** The Term of this Agreement shall be for one (1) year beginning April 12, 2021 and terminating at midnight on April 11, 2022. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. **Scope of Work.** Park Partnership Program Funds shall be used for the Scope of Work as identified in **Exhibit A**.
3. **Funding Responsibilities.** The City agrees to provide from the City's Park Reserve Fund a total of **\$5,000.00** to match actual costs incurred by Grantee to complete the Park Partnership Program Project Scope of Work set forth in **Exhibit A** of this Agreement. In exchange for the funds provided under this Agreement, Grantee agrees to the following:
 - a. Grantee agrees to utilize in a prudent and responsible manner all monies made available by the City under this Agreement solely for the purpose of costs directly incurred in completing the Scope of Work set forth in **Exhibit A**.
 - b. Within thirty (30) days of the completion of the project, and before acceptance by the City, Grantee shall submit to the City a complete accounting of the project budget. Failure to provide this accounting may result in a demand by the City that the funding provided through the Park Partnership Program be reimbursed to the City. If such a demand is made in writing by the City, Grantee shall reimburse all funding provided within thirty (30) days of receipt of said notice.
 - c. Should Grantee use the funds for purposes not specified in this Agreement, the Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - d. Should Grantee fail to abide by the terms of this Agreement, Grantee will be permanently prohibited from future receipt of the distribution of funds through the Park Partnership Program.
 - e. No work shall commence until Grantee receives a written notice to proceed issued by the City of Richland.

4. **Licenses, Permits & Taxes.** Before commencing the performance of any activity under this Agreement, Grantee shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement.
5. **Improvements.** All improvements proposed by Grantee shall be reviewed and approved by the City. Grantee acknowledges that all improvements to the property shall become the property of, and owned by, the City of Richland, and that Grantee does not acquire any possessory or ownership interest in said improvements under any equitable or legal theory, including, but not limited to, the theory of laches or adverse possession.
6. **Ownership Interest/Right of Entry.** Through this Agreement, Grantee does not take any possessory or ownership interest in the property to be improved as described in the Scope of Work provided in **Exhibit A**. Further, the City reserves the right to enter the premises at any reasonable time for any reason. Nothing in this Agreement shall be construed to grant a license for exclusive use or occupancy to Grantee.
7. **Indemnification and Hold Harmless.** Grantee agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, or injury, during work associated with this agreement, including environmental damage, injury to, or death of any person, arising from Grantee work on City property as described in this agreement. The City shall give Grantee prompt and timely notice of any claim made or suit instituted which in any way affects Grantee or its insurer, and Grantee and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which Grantee is liable hereunder shall be conclusive against Grantee as to liability and amount.
8. **Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice given as provided under Section 9 below. Any failure by Grantee to comply with any part of this Agreement may result in the immediate termination of this Agreement at City's election and without notice. Any waiver of a violation of this Agreement by the City shall not be deemed to become a waiver of any other violation which may occur. In the event the City elects to terminate this Agreement, Grantee shall refund the funds provided under this Agreement within thirty (30) days' written notice from the City.
9. **Notification.** Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland
Parks & Public Facilities Director
625 Swift Blvd., MS-13
Richland, Washington 99352
509-942-7578

Grantee:
Friends of Badger Mountain
79 Newcomer Street
Richland, WA 99354-2029
509-521-8226

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

10. **Severability.** If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
11. **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 concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
12. **Assignment/Successors.** Grantee may not assign any rights under this Agreement without City's written consent. Any assignment made without City's consent is null and void, and does not relieve Grantee of any liability or obligation hereunder.
13. **Construction of Agreement; Governing Law; Attorney's Fees.** Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. Grantee expressly agrees to submit to personal jurisdiction in Benton County, Washington.
14. **Independent Contractor.** The parties agree that this is not a contract of employment. Grantee is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other resources used by Grantee are and shall be deemed the employees of Grantee and in no manner employees of the City. Further, no partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
15. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
16. **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.

26. **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.

CITY OF RICHLAND

GRANTEE:

Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Attest:

Its: _____

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft

Exhibit A



City of Richland Parks and Public Facilities Department

2021 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space and recreational facilities. The 2021 program year is budgeted at \$20,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, or renovation project that provides its principle benefit to the general public.
5. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$25.43 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
6. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.

Project Time Line:

Application Due Dates

Applicant must attend mandatory open-house zoom meeting on Thursday, February 4, 2021. Please contact Stacy Jackson, Contracts Administrator, at stjackson@ci.richland.wa.us to schedule your meeting time. All meetings will be pre-scheduled between the hours of 4:00pm – 6:00pm.

Application must be submitted by close of business on March 3, 2021.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications will be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. A second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2020 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages (12-point font, 1" margins, and single sided) and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project including estimate of the number of people served
3. Objective/purpose of the proposal
4. Schedule
5. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Match).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



City of Richland
Parks and Recreation Department

Park Partnership Program
Application

Project Information

Name of Park: City of Richland, Future Little Badger Mountain Preserve

Project Location in Park: 2200 Skyview Loop (Westcliffe Heights - City of Richland North Face Parcels)
Richland WA

Brief Description of Project:
Geotechnical Evaluation, Conceptual North Face Public Trail Design & Construction Cost Estimate for the
North Face Public Trail

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information

Name (First and Last): David Comstock

Organization Representing: Friends of Badger Mountain (FOB), a non-profit corporation

Contact Address: PO Box 24

City/State/ZIP: Richland, WA 99352

Home Phone: 509-521-8226

Work Phone:

FAX:

E-mail: dccjmb@yahoo.com

Project Cost

Amount from City (maximum amt. \$5,000): \$ \$5,000

Cash from Applicant: \$ \$17,728

"In-Kind" Amount (Applicant and Other Sources): \$ 0.0

Cash Other Sources: \$ \$29,917

Total Project Cost: \$ \$52,645

DUE DATE: Close of business Wednesday, March 3, 2021



**City of Richland
Parks and Public Facilities Department**

Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.
 A safe, constructible public trail is critical to opening the new City of Richland Public Park. Public trail design must be completed prior to North Face Trail Construction needed to open the new City of Richland Public Park - The Little Badger Mountain Preserve.
 Toole Design Group (TDG) and Cornforth Geotechnical have design experience building public trails in the Columbia River Gorge along I-84. That challenging trail design experience will be directly applicable to the Little Badger North Face Trail Design.
 Cornforth Geotechnical field evaluation will cost \$23,945.
 Toole Design Group - North Face Trail Design work will cost \$28,700.
 End result will be safe constructible trail construction and RFP construction cost estimate (both

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but no confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
FOBM (community fund raising)		\$17,728
WA State Grant - Amendment		\$24,917
3 Rivers Community Foundation		\$5,000
Requested City Match Amount		\$5000
Total:	\$0.0	\$52,645

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Cornforth Geotechnical field	\$23,945		\$2,500
Toole Design Group - North Face	\$28,700		\$2,500
Total:	\$52,645	\$0.0	\$5,000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

Cornforth Geotechnical field evaluation will cost \$23,94.
 Toole Design Group - North Face Trail Design work will cost \$28,700.



City of Richland
Parks and Public Facilities Department

Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
Friends of Badger Mountain (FOBM) for its "In Kind" match.
(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
Project Management	David Comstock	1301 Brookwood Ave Richland WA 99352	509-521-8226	20 Hours	\$500	David Comstock
Match Pledge	Friends of Badger Mountain	PO Box 24 Richland WA 99352	(509) 783-6558	0	\$47,645	Marc Spinner, FOBM President

January 18, 2021

David Comstock
Friends of Badger Mountain
PO Box 24
Richland, WA 99352

RE: Draft Scope of Work

Dear David,

Thank you again for contacting us regarding this opportunity to develop a conceptual design for the north face trail of Little Badger Mountain. The draft scope of work presented below is based on our conversations on April 3, 2020 and January 13, 2021. Please review the following and let us know if you have any changes that should be incorporated before we enter into contracting.

Project Background

The Friends of Badger Mountain (FOBM) acquired 648 acres of land on the crest and slopes of Badger Mountain and that land is now preserved as a Benton County open space public park for the community and the environment. FOBM has successfully organized the development of six trails throughout the site and are looking to provide a connection trail across the north face of Little Badger Mountain. The terrain and slope of the north face is steep. The trail location identified in April 2020 has a talus slope above and existing homes below resulting in a particularly challenging design. The trail location identified in January 2021 will be above the talus slope but will require a significant cut wall to ensure privacy to Lot 63 of the adjacent development.



ENVISIONING WHAT COULD BE, THEN BUILDING IT

Project Objectives

The goal of the project is to develop a preferred trail alignment and conceptual design plans based on results from test pits and geotechnical analysis for use in determining the optimal trail alignment location. The trail will connect the east edge of Westcliffe Heights either to an abandoned pad on the north face, approximately 1,000 feet to the west or connect to the top of the ridge northwest of Lot 63 in Westcliffe Heights Phase 2. The team will identify the most constructible trail alignment that will minimize construction impacts and maintain a maximum 10% grade. The project team will use the conceptual route identified by FOBM as the initial basis of alignment.

Task 1: Project Management and Coordination

Project Management

Consultant shall participate in up to 8 hours of meeting time for Project Management calls/meetings throughout the project for the FOBM Project Manager and Consultant Project Manager to discuss and coordinate the work program and deliverables and to resolve outstanding design issues identified at workshops. FOBM Project Manager shall determine how many and when Project Management Meetings are held. Project Management Meetings will be conducted by conference call.

Coordination

Coordination Meetings will include three Technical Advisory Committee (TAC) Meetings and two meetings for presentation of deliverables. It is assumed that the Coordination Meetings will consist of FOBM members and City of Richland staff who will be involved in future project design and delivery. They will guide project objectives and provide feedback on draft deliverables. Each TAC meeting is anticipated to last two hours and each Deliverable Presentation Meeting is anticipated to last one hour.

- TAC Meeting 1 (Kick-Off): Held at the project outset to serve as a kickoff for the project, define the project objectives, set the project schedule, and review the FOBM alignment upon which the concepts will be developed.
- Deliverable Presentation Meeting 1: Present an overview of Task 2 and 3 deliverables 3 weeks prior to TAC Meeting 2.
- TAC Meeting 2: Held at an agreed upon time for the Consultant to provide an outline/update of progress and seek feedback/review comments on Task 2 and Task 3 Conceptual Design deliverables such as draft geotechnical findings and trail alignment concept.
- Deliverable Presentation Meeting 2: Present an overview of Task 4 60% deliverables 3 weeks prior to TAC Meeting 3.
- TAC Meeting 3: Held after TAC members have reviewed the Task 4 Preliminary Design 60% plans to discuss requested changes and prepare for the final deliverables.

Deliverables

- Agendas and presentations for three TAC meetings.
- Draft geotechnical findings and draft trail alignment concept provided prior to TAC Meeting 2.
- Draft preliminary plans provided prior to TAC Meeting 3 (final design review meeting).

Task 2: Geotechnical

This task will include an initial geologic reconnaissance to develop preliminary geotechnical recommendations for the geometric design of the trail. A desktop review would be completed to develop a preliminary geologic model of the north slope of Little Badger Mountain. The review would utilize publicly available geologic literature and any

recent site development history that FOBM can provide. Any conditions encountered by grading operations during recent site work would be particularly helpful for this task. The desktop review would also involve coordination between the civil and geotechnical disciplines related to design requirements and design criteria that may be influenced by geotechnical conditions.

After the desktop geologic study, a site reconnaissance would be performed of the alignment and select portions of the slope away from the proposed trail. We understand that FOBM would stake the proposed alignment prior to our site visit. The purpose of the reconnaissance would be to observe surficial geologic exposures to refine the geologic model developed from the published literature. During the reconnaissance, geologists would attempt to locate exposures of bedrock, loess, and cataclysmic flood deposits. We anticipate the talus field and the ramp area between the Pad Site and West Cliff Heights Phase 2 would be two focus areas of the reconnaissance. The "top route" would be the third focus area. During the field reconnaissance, shallow test pits would be excavated using a geologic pick or similar tool to observe soils beneath surficial topsoil. We anticipate these pits would be up to 2 feet deep. A brief summary of the reconnaissance would be prepared following the field work. Annotated photos would be used to document field observations.

Engineers would utilize the results of the geologic reconnaissance and the preliminary geometric design of the trail to develop preliminary geotechnical design recommendations. The focus of the work is anticipated to be related to cut/fill slopes and any required retaining structures on the high or low sides of the trail. It is anticipated that any necessary retaining structures would utilize rockeries or mechanically-stabilized earth techniques. Recommendations for internal and local stability of each would be provided. Design recommendations would include generalized recommendations related to global slope stability. The preliminary geotechnical design recommendations would be summarized in a brief letter report.

After civil designers refine the trail alignment based on the preliminary geotechnical design recommendations, engineers would review the design with special attention on any proposed retaining structures. If additional explorations are necessary to support the design, these recommendations would be forwarded to FOBM. One potential reason that additional explorations may be recommended is if shallow bedrock appears to be present along the proposed alignment. Shallow bedrock could complicate the design of low-side retaining structures and require costly rock excavation during construction. At this time, we anticipate that targeted, machine-excavated test pits may be required at select retaining structures along the trail; however, no retaining structure locations or geometries have been identified at this time.

Deliverables

- Geologic reconnaissance summary
- Preliminary geotechnical design recommendations letter

Assumptions

- Proposed trail alignments will be staked by FOBM prior to the site visit.

Task 3: Conceptual Design Engineering

This task will include research and preparation for the Conceptual Design. Consultant will develop a horizontal and vertical alignment for the proposed trail at the location determined through the Geotechnical review in Task 2. A typical section drawing will be providing reflecting the trail width of 5' and side slope treatments proposed to tie into existing ground. Side slopes treatments will be determined based upon geotechnical findings determined during Task 2.

Deliverables

- Conceptual Design Plans:
 - Roll plot PDF of horizontal and vertical trail alignment at 1"=40' scale.
 - Typical Cross Section depicting side slope treatments.
 - Conceptual Construction Cost Estimate.

Task 4: Preliminary Design Engineering

This task will include incorporation of FOBM and the City of Richland comments received on the Preliminary Conceptual Design following the TAC Meeting 2. The design will be updated to address comments and plans developed equivalent to a 60% design stage. TAC Meeting 3 following 60% plan reviews to discuss and request final changes for the final deliverables.

Deliverables

- Revised Trail Design Plans:
 - Civil Plan sheets showing plan and profile view at 1"=40' scale (3 plan sheets)
 - Typical Cross Section Sheet (2 sheets)
 - Preliminary Construction Cost Estimate

Assumptions

- FOBM will stake the conceptual route prior to geotechnical field work
- FOBM will provide topographical survey in cadd format.

Sincerely,



Sharon Daleo, P.E. | Engineering Director, Western U.S.

TOOLE DESIGN

319 SW Washington Street, Suite 420 | Portland, OR 97204
sdaleo@tooledesign.com | 503.205.4607 x257



PARK PARTNERSHIP PROGRAM FUNDING AGREEMENT

Funding Year 2021

This Grant Funding Agreement (the "Agreement"), is entered into this ____ day of April, 2021 by and between the **City of Richland** ("**Grantor**"), a Washington municipal corporation located at 625 Swift Boulevard, Richland, WA 99352, and **HRMC, INC.** ("**Grantee**"), a Washington for-profit corporation with service at 14620 E. 12th Ave., Spokane VLY, WA, 99037-9607. **City** and **Grantee** are referred to collectively as the "Parties."

WITNESSETH:

1. **Term.** The Term of this Agreement shall be for one (1) year beginning April 12, 2021 and terminating at midnight on April 11, 2022. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
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 - c. Should Grantee use the funds for purposes not specified in this Agreement, the Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - d. Should Grantee fail to abide by the terms of this Agreement, Grantee will be permanently prohibited from future receipt of the distribution of funds through the Park Partnership Program.
 - e. No work shall commence until Grantee receives a written notice to proceed issued by the City of Richland.

4. **Licenses, Permits & Taxes.** Before commencing the performance of any activity under this Agreement, Grantee shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement.
5. **Improvements.** All improvements proposed by Grantee shall be reviewed and approved by the City. Grantee acknowledges that all improvements to the property shall become the property of, and owned by, the City of Richland, and that Grantee does not acquire any possessory or ownership interest in said improvements under any equitable or legal theory, including, but not limited to, the theory of laches or adverse possession.
6. **Ownership Interest/Right of Entry.** Through this Agreement, Grantee does not take any possessory or ownership interest in the property to be improved as described in the Scope of Work provided in **Exhibit A**. Further, the City reserves the right to enter the premises at any reasonable time for any reason. Nothing in this Agreement shall be construed to grant a license for exclusive use or occupancy to Grantee.
7. **Indemnification and Hold Harmless.** Grantee agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, or injury, during work associated with this agreement, including environmental damage, injury to, or death of any person, arising from Grantee work on City property as described in this agreement. The City shall give Grantee prompt and timely notice of any claim made or suit instituted which in any way affects Grantee or its insurer, and Grantee and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which Grantee is liable hereunder shall be conclusive against Grantee as to liability and amount.
8. **Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice given as provided under Section 9 below. Any failure by Grantee to comply with any part of this Agreement may result in the immediate termination of this Agreement at City's election and without notice. Any waiver of a violation of this Agreement by the City shall not be deemed to become a waiver of any other violation which may occur. In the event the City elects to terminate this Agreement, Grantee shall refund the funds provided under this Agreement within thirty (30) days' written notice from the City.
9. **Notification.** Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland
Parks & Public Facilities Director
625 Swift Blvd., MS-13
Richland, Washington 99352
509-942-7578

Grantee:
HRMC, INC.
14620 E 12th Ave.
Spokane VLY, WA 99037-9607
509-496-2958

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

10. **Severability.** If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
11. **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 concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
12. **Assignment/Successors.** Grantee may not assign any rights under this Agreement without City's written consent. Any assignment made without City's consent is null and void, and does not relieve Grantee of any liability or obligation hereunder.
13. **Construction of Agreement; Governing Law; Attorney's Fees.** Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. Grantee expressly agrees to submit to personal jurisdiction in Benton County, Washington.
14. **Independent Contractor.** The parties agree that this is not a contract of employment. Grantee is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other resources used by Grantee are and shall be deemed the employees of Grantee and in no manner employees of the City. Further, no partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
15. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
16. **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.

26. **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.

CITY OF RICHLAND

GRANTEE:

Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Attest:

Its: _____

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft

Exhibit A



City of Richland Parks and Public Facilities Department

2021 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space and recreational facilities. The 2021 program year is budgeted at \$20,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

Program Guidelines:

1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, or renovation project that provides its principle benefit to the general public.
5. Park Partnership Program applicants are required to provide a minimum match of one private dollar for each public dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.
 - a. Volunteer labor is valued at \$25.43 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
6. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.

Project Time Line:

Application Due Dates

Applicant must attend mandatory open-house zoom meeting on Thursday, February 4, 2021. Please contact Stacy Jackson, Contracts Administrator, at stjackson@ci.richland.wa.us to schedule your meeting time. All meetings will be pre-scheduled between the hours of 4:00pm – 6:00pm.

Application must be submitted by close of business on March 3, 2021.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications will be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. A second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2020 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages (12-point font, 1" margins, and single sided) and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project including estimate of the number of people served
3. Objective/purpose of the proposal
4. Schedule
5. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Match).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



City of Richland
Parks and Recreation Department

Park Partnership Program
Application

Project Information

Name of Park: Horn Rapids Motorsports Complex Off Road Motorsports Park

Project Location in Park: Inside facility complex, in the South East Corner the Area 51 Track Facility

Brief Description of Project: HRMC Constructed a new user group track to enhance the facility and broaden the off-road opportunity. The safety of viewing spectators and users will be addressed by adding fencing for the entrance and exit points of this facility.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information

Name (First and Last): Ray and Patti Coffman, HRMC

Organization Representing: HRMC

Contact Address: 3432 Beardsley Dr., Bldg. A

City/State/ZIP: Richland, WA 99454

Home Phone: (509) 953-5242

Work Phone: (509) 496-2958

FAX:

E-mail: ray.coffman@hornrapidsmx.com

Project Cost

Amount from City (maximum amt. \$5,000): \$5,000

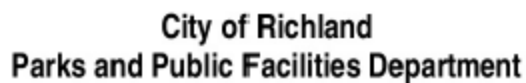
Cash from Applicant: \$5,000

"In-Kind" Amount (Applicant and Other Sources): \$4,017.94

Cash Other Sources: \$6,000

Total Project Cost: \$20,017

DUE DATE: Close of business Wednesday, March 3, 2021

[illegible]



**City of Richland
Parks and Public Facilities Department**

Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.

The proposed Fencing Plan for the ORV Park for Safety is mainly funded by HRMC. Signage is also a part of this project. The labor and construction of the estimated 6,000-feet of fencing will be provided by HRMC and Columbia Basin Fencing. Some of this project is underway to meet completion and funding goals.

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
Area Signage	\$3,000	
Fencing, Gates, & Materials	\$8,000	
Labor Excavation		\$4,017
Requested City Match Amount		\$5,000
Total:	\$11,000	\$9,017

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Signage	\$3,000		
Fencing materials & gates	\$8,000		\$5,000
Excavation		\$4,017	
Total:	\$11,000	\$4,017	\$5,000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

Total project is estimated to be \$15,000 from beginning to completion with \$4,017 in like kind for excavation work. Signage is in progress with \$3,000 in cash from HRMC for that line item. Excavation could exceed the \$4,000 and HRMC will adapt to complete the project in full.



City of Richland
Parks and Public Facilities Department

Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
HEMC HONORABLES ORV PARK for its "In Kind" match.
(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature
EXCAVATION and FENCE POST SET	RAY COFFMAN	3342 BEARDSLEY RD RICHLAND, WA 99354	509-433-5242	100	2,543.00	
GATE SET and EXCAVATION	JORDAN GAMBLE	3342 BEARDSLEY RD. RICHLAND, WA 99354	509-496-2958	58	1,474.34	

Supercross Chaos Track with Safety Fence Map



HRMC Area 51 Off Road facility and Chaos Sx track Safety Fencing
City of Richland Partner Grant Project March 11, 2021

Date: 2/18/21

Project Description:

The City of Richland Parks and Recreation Department in partnership with Horn Rapids Motorsports Complex, Inc. (HRMC) will use this Grant opportunity to fund a safety fencing project for the 300-acre Horn Rapids ORV Park in Richland. The primary recreational opportunity for this project would be to improve user and spectator safety to provide a pleasant experience at Horn Rapids ORV Park for motocross, ATV, UTV and 4x4 tracks. The Safety Fencing project will be used daily to maintain safety of user and non-user public. The ORV park tracks rely heavily on safe egress, as well as, use of the facility tracks. Communication to the user is important so that they know which area represents the proper user. We do not want heavy vehicles on a track with motorcycles and vice versa or users using the connected course in the wrong direction.

The ORV Park serves over 50,000 users annually and is operated 11 months out of the year. The user groups are made up of motocross (MX), X-Country, 4x4, ATV, UTV, and off road electric bicycles through events and weekly practice schedules. The demographics normally used at HRMC are 2 to 75 years old.

I am Ray Coffman President of Horn Rapids Motorsports Complex (HRMC) in partnership with the City of Richland Parks and Recreation. We currently just completed 15 successful years. HRMC is a fully licensed and insured Washington State Business. We formed a joint relationship with the City of Richland Parks and Recreation Department in 2006. This came about by the approval from the City Council in a joint effort to manage the current Horn Rapids Off-Road Facility to its fullest capability.

The City of Richland Parks and Recreation Board decided to move forward with requests for proposal to operate the facility for the users in its best interest. The council unanimously decided to move forward with HRMC as the operator and facilitator of the Horn Rapids Off-Road Vehicle Park. HRMC has currently signed an extended lease in conjunction with the City of Richland to privately operate the facility. HRMC has done so, successfully, for the past 15 years. The lease currently consists of three additional-15-year term renewals.

Horn Rapids ORV Park is the only off-road vehicle park within 150 miles radius. The park has grown from 10 events to over 51 events per year and sees over 50,000 users annually. Due to the mild climate, this park also is used by outside the area users during the winter shutdown of Straddeline and Spokane ORV Parks. Horn Rapids ORV Park operates 11-months out of the year for the users. Some events consist of; over 20 years of the annual EWDRA X-Country event to the AMA Loretta Lynn Youth MX Nationals, PacWest MX Nationals, local "Black Widow" MX Championship Series, ATV Nationals, to the home of 4 rounds of the largest Northwest MX National Event in the Northwest.

This facility also provides public services to 10 annual ATV safety training classes, as well as UTV/ATV training with the municipalities; such as, Richland Police Department and Hanford Hammer training courses. This park houses annual meets with the Make-A-Wish Foundation and the ARC Foundation for recreation and education for the community services. The facility

also offers numerous MX safety training courses through certified instructors (AMA, MSF, ASI) under an approved and accredited atmosphere.

The facility is asking for consideration and support for a partnership grant. This comes with a HRMC investing over \$150,000.00 for the infrastructure of this area prior to this grant opportunity to enhance the facility user group opportunities. The Horn Rapids ORV Sports Park is the only off-road facility in the West Coast that operates on an open year-round schedule for training, education, family outdoor recreation, and provides an off-road experience in a controlled, safe environment.

The park is staffed four days a week for consumer use with two on-site managers, two full-time office staff, and 18 part-time employees. These employees oversee the daily maintenance and operations of the Horn Rapids ORV Park. The employees provide safety and environmental management of the controlled off-road courses. The wages that provide jobs for the local economy are directly funded by the support and revenue from the current users. The park currently operates on a self-sustained maintenance and operation plan and has done so for the past 15-years, successfully. The safety fencing will help ensure our users remain a part of our program.

Need:

HRMC has adopted a long-range plan of improvements with the City of Richland Parks and Recreation Department with an emphasis on safety. Recently, HRMC invested over \$50,000 in a remote-controlled safety lighting system for our users on the Mx Track, so the fencing barrier goes hand in hand with the caution lighting system. This project maintenance was identified in the initial contract with the city to maintain the safety and integrity and liability of the facility.

The need for the safety fencing is also required due to the heavy use 11 months out of the year, in which helps segregate user groups to their proper skill level areas. Currently, all user group areas are fenced and controlled with entrance and exit points, as well as safety barriers—except for this current user group area. This park provides ORV opportunities for a combined population over 900,000 people. This will help bring the facility up to standards for its current use. This purchase will also ensure it remains consistent with the long-range Capital Improvement and Comprehensive plan goals adopted by the City of Richland for the Horn Rapids ORV Park. This in which states: “Operate the park in a responsible & cost-effective manner and to provide for a safe, healthful and structured atmosphere for all ORV recreation users”.

Need Fulfillment:

The adopted parks, Recreation and open Space Plan recognizes this ORV Park as a very heavily used facility and significant as a recreation resource for ORV enthusiasts. Park attendance has increased 110% from 2007 to the point that; garbage, maintenance, and extended employee hours have increased.

Maintenance:

This grant is needed to purchase the safety fencing as it will cut down on the overuse of a non-controlled area and constantly having to police the public due to unauthorized use of this area and it increases maintenance to the track surfaces.

Readiness to proceed:

The facility readiness to proceed is immediate. The project is underway in phases with the current purchasing of signage and fencing to have the materials to proceed with project. The facilities primary maintenance objective is to maintain the facility in a cost-effective manner to allow for user growth and need. The facility with its wide-range open plan allows for expansion to the users as the need arises. Currently the park operates January 8th through December 15th, Thursday through Sunday between the hours of 8:00 am to 6:00 pm for all off road users and public and community supported safety programs. The project will create a more controlled user-friendly family off road experience. The facility has an immediate need to proceed.

Project Support:

Park attendance and length of the events has increased over 110% since 2007, this grant plan is a part of the park and recreation open space plan.

Cost Benefit:

A majority of the project match is coming from HRMC labor and excavation to complete the project and will be sustained and maintenance through the support of HRMC Maintenance program.

Draft



PARK PARTNERSHIP PROGRAM FUNDING AGREEMENT

Funding Year 2021

This Grant Funding Agreement (the "Agreement"), is entered into this ____ day of April, 2021 by and between the **City of Richland** ("**Grantor**"), a Washington municipal corporation located at 625 Swift Boulevard, Richland, WA 99352, and **Sundance Ridge HOA-Richland** ("**Grantee**"), a Washington for-profit corporation with service at 934 Allen White Dr., Richland, WA 99352. **City** and **Grantee** are referred to collectively as the "Parties."

WITNESSETH:

1. **Term.** The Term of this Agreement shall be for one (1) year beginning April 12, 2021 and terminating at midnight on April 11, 2022. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. **Scope of Work.** Park Partnership Program Funds shall be used for the Scope of Work as identified in **Exhibit A**.
3. **Funding Responsibilities.** The City agrees to provide from the City's Park Reserve Fund a total of **\$2,000.00** to match actual costs incurred by Grantee to complete the Park Partnership Program Project Scope of Work set forth in **Exhibit A** of this Agreement. In exchange for the funds provided under this Agreement, Grantee agrees to the following:
 - a. Grantee agrees to utilize in a prudent and responsible manner all monies made available by the City under this Agreement solely for the purpose of costs directly incurred in completing the Scope of Work set forth in **Exhibit A**.
 - b. Within thirty (30) days of the completion of the project, and before acceptance by the City, Grantee shall submit to the City a complete accounting of the project budget. Failure to provide this accounting may result in a demand by the City that the funding provided through the Park Partnership Program be reimbursed to the City. If such a demand is made in writing by the City, Grantee shall reimburse all funding provided within thirty (30) days of receipt of said notice.
 - c. Should Grantee use the funds for purposes not specified in this Agreement, the Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
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6. **Ownership Interest/Right of Entry.** Through this Agreement, Grantee does not take any possessory or ownership interest in the property to be improved as described in the Scope of Work provided in **Exhibit A**. Further, the City reserves the right to enter the premises at any reasonable time for any reason. Nothing in this Agreement shall be construed to grant a license for exclusive use or occupancy to Grantee.
7. **Indemnification and Hold Harmless.** Grantee agrees to indemnify, defend and hold the City harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the City by reason or on account of damage to the property of the City, or injury, during work associated with this agreement, including environmental damage, injury to, or death of any person, arising from Grantee work on City property as described in this agreement. The City shall give Grantee prompt and timely notice of any claim made or suit instituted which in any way affects Grantee or its insurer, and Grantee and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the City for any cause for which Grantee is liable hereunder shall be conclusive against Grantee as to liability and amount.
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City of Richland
Parks & Public Facilities Director
625 Swift Blvd., MS-13
Richland, Washington 99352
509-942-7578

Grantee:
Sundance Ridge HOA-Richland
934 Allen White Drive
Richland, WA 99352-8620
509-539-7314

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15. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
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CITY OF RICHLAND

GRANTEE:

Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Attest:

Its: _____

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Exhibit A



City of Richland Parks and Public Facilities Department

2021 Park Partnership Program Application

Introduction:

The City of Richland is pleased to offer matching fund grants to eligible applicants making capital improvements to City parks, trails, open space and recreational facilities. The 2021 program year is budgeted at \$20,000.

Goals:

1. Improve or increase park and recreational opportunities for the general public.
2. Encourage private investment and participation in developing City Park and recreational amenities.
3. Enhance quality of life in Richland.

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1. To be eligible, projects must be located upon City-owned Park, facility, or recreational property, or within publicly accessible land or easements.
2. The program is open to service and civic groups, athletic and sports organizations, neighborhood park user groups and non-profit organizations.
3. Projects should be in conformance with park master plans, as applicable.
4. The project must be a construction, enhancement, or renovation project that provides its principle benefit to the general public.
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 - a. Volunteer labor is valued at \$25.43 per hour.
 - b. Donated equipment value will be valued at the price of the commercial equipment rental rate.
 - c. Donated professional services will be valued at the "reasonable and customary" rate.
6. Projects shall be consistent and complimentary with surrounding land uses and neighborhood character and not create hazards or impact the functionality or usability of the park or facility.

Project Time Line:

Application Due Dates

Applicant must attend mandatory open-house zoom meeting on Thursday, February 4, 2021. Please contact Stacy Jackson, Contracts Administrator, at stjackson@ci.richland.wa.us to schedule your meeting time. All meetings will be pre-scheduled between the hours of 4:00pm – 6:00pm.

Application must be submitted by close of business on March 3, 2021.

Project Time Limit

All projects must be completed within one (1) year of execution of the contract. Awards will be rescinded for projects not ready for contracting within thirty (30) days of award.

Excess Monies

A second call for applications will be made in the fall of the same calendar year if there are unused funds from the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Public Facilities to determine eligibility. Projects which fall within program guidelines will be forwarded to the Parks and Recreation Commission (PRC) and scheduled for mandatory five (5) minute oral presentation. The PRC will make a funding recommendation to the Richland City Council. A second five (5) minute presentation to the PRC will be made following completion of the project.

Applications that support the attached 2020 PRC goals will be provided greater consideration to receive funding than those that do not support the goals of the PRC.

Applicant Responsibilities:

Applicants are required to present a written narrative of the proposed project. This written narrative shall not be more than two pages (12-point font, 1" margins, and single sided) and include the following criteria:

1. Overview of the project design and budget
2. Description of primary beneficiary of the project including estimate of the number of people served
3. Objective/purpose of the proposal
4. Schedule
5. Maintenance Considerations

At the conclusion of the project the applicant shall complete the Final Work Plan, Budget Plan, and Match Pledge sheets and submit them to the City. The applicant shall contact staff upon completion of the project to schedule a final inspection, presentation date, and begin the project closeout and reimbursement process.

Application Instructions:

Project Applications: Applications may be obtained online.

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Work Plan: List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Budget Plan: Complete each section of the budget plan and list each item needed to complete your project. Calculate the total cost for each section (include tax) and identify how each item will be covered (Cash, In-Kind, or City Mach).

Match Pledged: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged/Secured Form to confirm the commitment.



City of Richland
Parks and Recreation Department

Park Partnership Program
Application

Project Information

Name of Park: Heritage Hills

Project Location in Park: Rock Wall, Rock beds along front and side of the park

Brief Description of Project:

We will add colored perennials, shrubs, and grasses to the rockery areas in front and behind the fence. We will redo existing drip line to water the new plantings. We will add drip line to the side of the park where we will plant grasses and shrubs.

(Attach narrative from the "Applicant Responsibilities Section")

Contact Information

Name (First and Last): Becky Mayer

Organization Representing: Sundance Ridge HOA

Contact Address: 424 Sundance Dr

City/State/ZIP: Richland, Wa 99352

Home Phone: 5095397314

Work Phone: 5095397314

FAX:

E-mail: beck_mayer@charter.net

Project Cost

Amount from City (maximum amt. \$5,000): \$ 2000

Cash from Applicant: \$ 0

"In-Kind" Amount (Applicant and Other Sources): \$ 0

Cash Other Sources: \$ 2000

Total Project Cost: \$ 4000

DUE DATE: Close of business Wednesday, March 3, 2021



City of Richland
Parks and Public Facilities Department

Work Plan

Steps	Responsible Party	Completion Date
Plant perennials, shrubs, grasses along and throughout rock wall	Extreme Landscape	May 30, 2021
Add drip line to new plantings	Extreme Landscape	May 30, 2021
Add perennials, shrubs, grasses to the rock beds	Extreme Landscape	May 30, 2021
Add/fix drip lines throughout beds	Extreme Landscape	May 30, 2021
Plant shrubs/grasses throughout side rock beds	Extreme Landscape	May 30, 2021
Clean up unfinished/undeveloped areas of the park	Extreme Landscape	May 30, 2021



**City of Richland
Parks and Public Facilities Department**

Budget Plan

Budget Description: Please use this space to provide a brief description of the budget for your project.
The Sundance Ridge HOA is donating \$2000 to make park improvements. We are asking the city of Richland for matching funds of \$2000 to complete the project.

Income Section (examples: cash on hand, business donations, individual donors, etc.):

Income – Confirmed: List sources of income that are confirmed at the time of application submission. This should include cash on hand that you are contributing to the project.

Income – Anticipated: List sources of income that are anticipated, but not confirmed at the time of application submission. This should include City match amount you are requesting.

Requested City Match Amount: List amount under "Income-Anticipated."

Item Description:	Income – Confirmed	Income - Anticipated
HOA Donation	\$2000	
Requested City Match Amount		\$2000
Total:	\$2000	\$2000

Expense Section:

Expense – Cash: List all project expenses that will be paid in cash. The total should equal the combined total of the Income Section.

In-Kind Amount: List the dollar value of any donated goods and services.

City Match Amount: List the portion of the line item that you plan to cover with your City match dollars. This amount should match the "Requested City Match Amount" listed above.

Item Description:	Expense – Cash	In-Kind Amount – Value of Donated Goods & Services	City Match Amount
Trees, perennials, Shrubs, grasses	1250		1250
Extreme Landscape labor	500		500
Irrigation supplies	250		250
Total:	2000	0	2000

Expense Description: Please use this space to provide any additional information you might feel is necessary.

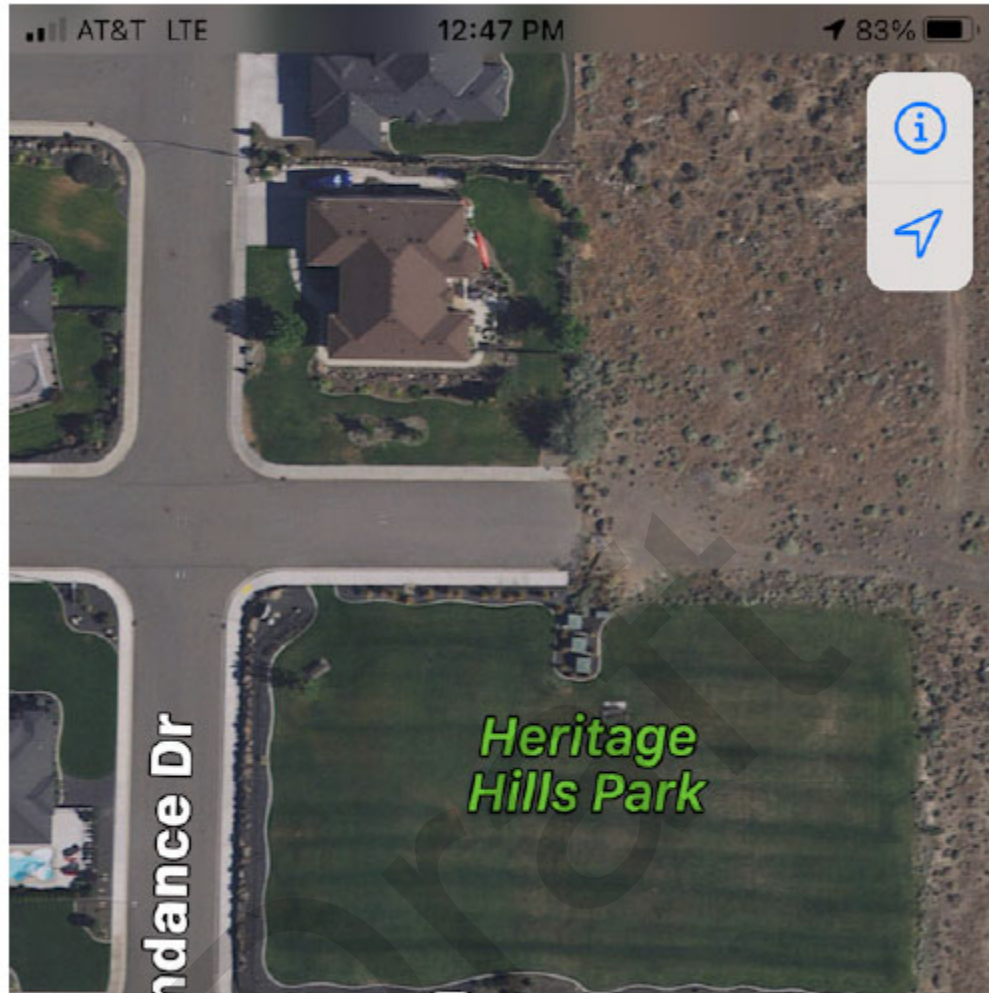
Extreme Landscape maintains our park and sprinkler system. They will be planting and install the drip line and any necessary sprinkler repairs and planting the shrubs, etc. in the rock bed areas.

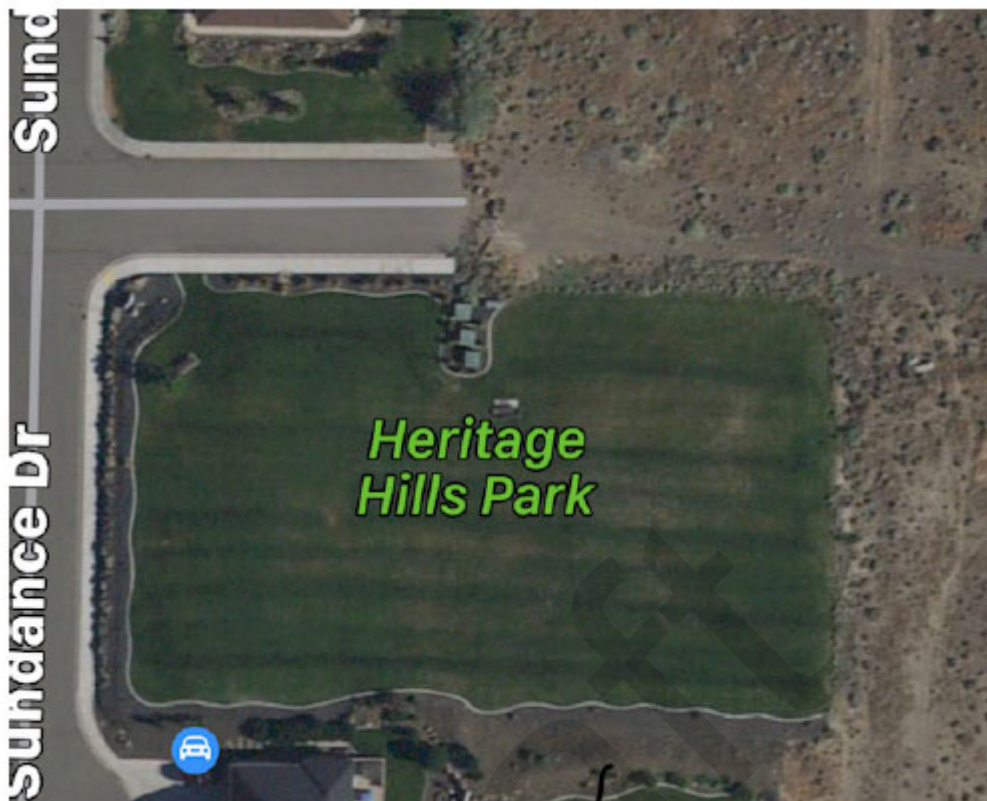


City of Richland
Parks and Public Facilities Department
Match Pledge / Secured Form

The following individuals, businesses, and organizations have made a commitment to donate the following items to
Heritage Hills Park for its "In Kind" match.
(Applicant Name)

Type of Work	Print Name (First and Last)	Address and Zip	Phone Number	Volunteer Hours	Estimated Value	Signature





From: [Mayer Family](#)
To: [Jackson, Stacy](#)
Subject: Re: Application
Date: Wednesday, March 3, 2021 12:33:21 PM

HERITAGE HILLS PARK

Heritage Hills Park is a small neighborhood park located on Heritage Hills Dr. and Sundance Dr. It was established in 2014 and is approximately .75 acres. Over the years, the Sundance Ridge HOA has worked closely with the city of Richland to keep this park a desired location for our community members to spend time at.

The project will be to enhance the overall look of the park. Currently the park has a large grass area surrounded by rockeries, and rock beds. We would like to add plants, native grasses, and shrubs which will add color and texture throughout the seasons to the rock areas. Along with the plantings we will need to add drip lines for irrigation.

The budget for this project is \$4000 with the Sundance Ridge HOA donating \$2000. We are asking the city of Richland to match this donation.

The Heritage Hills Park serves approximately 4,500 residents which includes Sundance Ridge, Sundance Estates, and Hills West neighborhoods.

The objective of the proposal is to ask the city to match the HOA funds for enhancing the park and keeping it a place where community members can bring their families to enjoy the much needed green space.

Our goal is to have the project completed by the end of May 2021 so our community can enjoy the park for spring, summer and fall seasons.

The Sundance Ridge HOA fully maintains the park and will continue to do so.

Sent from my iPhone



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 45-21, Authorizing Award of Bid to Vincent Brothers, LLP for the Wastewater Treatment Plant Digester Facility Improvements Project

Department:
Public Works

Ordinance/Resolution Number:
45-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 45-21, authorizing the City Manager to sign and execute a construction contract with Vincent Brothers, LLP for the Wastewater Treatment Plant Digester Facility Improvements project.

Summary:

The City of Richland owns and operates a Wastewater Treatment Plant, whose purpose is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater in accordance with state and federal regulations. The City's 2021-2026 Capital Improvement Plan includes a program titled Wastewater Treatment Plant Infrastructure Replacement Program, which includes funding intended to support the Digester Facility Improvements. The primary objective of this project is to replace obsolete electrical supply and control equipment in the Digester building at the plant.

RH2 Engineering, Inc., acting as the City's design engineering consultant, prepared the project design documents. City staff solicited bids in accordance with the City's purchasing policies, receiving and opening four bids on March 29, 2021. The lowest bid of the four received was submitted by Vincent Brothers, LLP. Vincent Brothers, LLP's bid was approximately 13.5% higher than the engineer's estimate. Analysis of the bid item prices indicates that all bidders valued the electrical component of the work higher than the engineer's estimate. Given the consistent value assigned to this work by the various bidders, staff concludes that the engineer underestimated this component of the work, and that the bid results represent a good competitive process providing the City with good value for the work. The project budget is adequate to complete the project using the lowest responsible bid, and the City's best interests are served by completing the project in accordance with the Capital Improvement Plan and project design.

Staff recommends adoption of Resolution No. 45-21.

Fiscal Impact:

Project funding was previously approved by Council approval of the 2020 Wastewater Treatment Facility Renewal & Replacement Capital Improvement Plan (CIP) project (WWI30006). In 2021, this CIP item was renamed Wastewater Treatment Plant Infrastructure Replacement Program. With the 2021 CIP funds, there is \$3,552,156 available to fund the digester improvements project. Costs to complete this project are estimated to be \$1,549,796 and consist of construction, contingency and construction management.

Attachments:

1. Resolution No. 45-21
2. WWTP Digester Facility Improvements - Bid Tab

RESOLUTION NO. 45-21

A RESOLUTION of the City of Richland authorizing a construction contract with Vincent Brothers, LLP for the Wastewater Treatment Plant Digester Facility Improvements 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 (the "Project"); and

WHEREAS, the primary objective of the Project is to replace obsolete electrical supply and control equipment in the digester building at the plant; and

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

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with four (4) bids received; and

WHEREAS, the lowest responsible bid was submitted by Vincent Brothers, LLP; and

WHEREAS, the project budget is adequate to complete the Project using the lowest responsible bid; and

WHEREAS, the City's best interests are served by completing the Project in accordance with the Capital Improvement Plan, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Vincent Brothers, LLP in the amount of \$1,227,168.58, and to execute change orders in an aggregate amount not to exceed \$250,000 as needed to fulfill the Wastewater Treatment Plant Digester Facility Improvements project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: March 29, 2021	ITB # 21-0031
WWTP DIGESTER FACILITY IMPROVEMENTS	

				ENGINEER'S ESTIMATE		VINCENT BROTHERS LLP PASCO, WA		INDUSTRIAL CONTRACTORS, INC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization, demobilization, site prep & clean up.	1	LS	\$95,000.00	95,000.00	87,000.00	87,000.00	25,000.00	25,000.00
2	Structural.	1	LS	36,000.00	36,000.00	75,000.00	75,000.00	200,000.00	200,000.00
3	Mechanical.	1	LS	467,000.00	467,000.00	450,000.00	450,000.00	400,000.00	400,000.00
4	Finishes.	1	LS	13,000.00	13,000.00	18,000.00	18,000.00	20,000.00	20,000.00
5	Electrical.	1	LS	306,970.00	306,970.00	428,000.00	428,000.00	450,000.00	450,000.00
6	Automatic control.	1	LS	98,030.00	98,030.00	98,030.00	98,030.00	98,030.00	98,030.00
7	Minor change.	1	EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
BASE BID SUBTOTAL					\$1,036,000.00		\$1,176,030.00		\$1,213,030.00
8.6% SALES TAX					89,096.00		101,138.58		104,320.58
BASE BID TOTAL					<u>\$1,125,096.00</u>		<u>\$1,277,168.58</u>		<u>\$1,317,350.58</u>

				PRATER ELECTRIC, INC KENNEWICK, WA		INDUSTRIAL CONSTRUCTION OF WASHINGTON, LLC WEST RICHLAND, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization, demobilization, site prep & clean up.	1	LS	100,000.00	100,000.00	146,942.25	146,942.25		-
2	Structural.	1	LS	75,000.00	75,000.00	105,601.26	105,601.26		-
3	Mechanical.	1	LS	440,000.00	440,000.00	314,788.89	314,788.89		-
4	Finishes.	1	LS	35,000.00	35,000.00	14,279.96	14,279.96		-
5	Electrical.	1	LS	470,390.00	470,390.00	609,828.83	609,828.83		-
6	Automatic control.	1	LS	98,030.00	98,030.00	98,030.00	98,030.00		-
7	Minor change.	1	EST	20,000.00	20,000.00	20,000.00	20,000.00		-
BASE BID SUBTOTAL					\$1,238,420.00		\$1,309,471.19		\$0.00
8.6% SALES TAX					106,504.12		112,614.52		-
BASE BID TOTAL					<u>\$1,344,924.12</u>		<u>\$1,422,085.71</u>		<u>\$0.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 46-21, Authorizing Award of Bid to Prater Electric, Inc. for the Wastewater Treatment Plant Stand-By Generator Replacement Project

Department:
Public Works

Ordinance/Resolution Number:
46-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 46-21, authorizing the City Manager to sign and execute an agreement with Prater Electric, Inc. for the Wastewater Treatment Plant Stand-By Generator Replacement project.

Summary:

The City of Richland owns and operates a Wastewater Treatment Plant (the "Plant"), whose purpose is to dramatically reduce the pollutant loading on the Columbia River delivered by the community's wastewater in accordance with state and federal regulations. The City's 2021-2026 Capital Improvement Plan includes a program titled Wastewater Treatment Plant Infrastructure Replacement Program, which includes funding intended to support the Stand-by Generator Replacement Project. The Plant's operating permit requires that a stand-by generator be available to support basic treatment operations when the electrical grid supply is interrupted. The City's existing stand-by generator, purchased and installed as original equipment in 1985, failed and is unrepairable. The Plant is currently equipped with a rental stand-by generator to achieve compliance at a cost of approximately \$10,000 per month. The primary objective of this project is to replace the failed stand-by generator.

RH2 Engineering, Inc., acting as the City's design engineering consultant, prepared the project design documents. Bids were solicited in accordance with the City's purchasing policies, with three (3) bids received on March 29, 2021. The lowest bid of the three received was submitted by Prater Electric, Inc. Prater Electric, Inc.'s bid was exactly the same total price as the engineer's estimate, although the unit prices for items of work do not match. The project budget is adequate to complete the project using the lowest responsible bid, and the City's best interests are served by completing the project in accordance with the Capital Improvement Plan and project design.

Staff recommends adoption of Resolution No. 46-21.

Fiscal Impact:

Project funding was previously approved by Council approval of the 2020 Wastewater Treatment Facility Renewal & Replacement Capital Improvement Plan (CIP) project (WWI30006). In 2021, this CIP item was renamed Wastewater Treatment Plant Infrastructure Replacement Program. With the 2021 CIP funds, less the award of the digester Improvements project also on tonight's agenda, \$2,002,360 is available to fund this generator replacement. Costs to complete this project are estimated at \$551,098 and consist of construction, contingency and construction management.

Attachments:

1. Resolution No. 46-21
2. WWTP Standby Generator Replacement - Bid Tab

RESOLUTION NO. 46-21

A RESOLUTION of the City of Richland authorizing a construction contract with Prater Electric, Inc. for the Wastewater Treatment Plant Standby Generator Replacement project.

WHEREAS, the City of Richland owns and operates a Wastewater Treatment Plant (the "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 Plant is required to maintain back-up electric generation capability to ensure at least a primary level of treatment when the electric service to the Plant is interrupted; and

WHEREAS, the original stand-by generator, supplied when the Plant was constructed in 1985, has failed and could not be repaired because certain components have become obsolete; and

WHEREAS, to ensure compliance with the Plant's operational permit conditions, a stand-by generator is being rented at a significant monthly cost; 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 Standby Generator Replacement project (the "Project"); and

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

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

WHEREAS, the lowest responsible bid was submitted by Prater Electric, Inc.; and

WHEREAS, the project budget is adequate to complete the Project using the lowest responsible bid; and

WHEREAS, the City's best interests are served by completing the Project in accordance with the Capital Improvement Plan, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Prater Electric, Inc. in the amount of \$481,098.00, and to execute change orders in an aggregate

amount not to exceed \$50,000 as needed to fulfill the Wastewater Treatment Plant's Stand-by Generator Replacement project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: March 29, 2021	ITB # 21-0032
WWTP STANDBY GENERATOR REPLACEMENT	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		PRATER ELECTRIC, INC KENNEWICK, WA		INDUSTRIAL CONSTRUCTORS, INC KENNEWICK, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization, demobilization, site prep & clean up.	1	LS	\$39,000.00	39,000.00	40,000.00	40,000.00	10,000.00	10,000.00
2	Site work.	1	LS	21,000.00	21,000.00	55,000.00	55,000.00	50,000.00	50,000.00
3	Structural.	1	LS	32,000.00	32,000.00	25,000.00	25,000.00	40,000.00	40,000.00
4	Mechanical.	1	LS	12,000.00	12,000.00	15,000.00	15,000.00	50,000.00	50,000.00
5	Electrical.	1	LS	324,000.00	324,000.00	293,000.00	293,000.00	320,000.00	320,000.00
6	Minor change.	1	EST	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
BASE BID SUBTOTAL					\$443,000.00		\$443,000.00		\$485,000.00
8.6% SALES TAX					38,098.00		38,098.00		41,710.00
BASE BID TOTAL					<u>\$481,098.00</u>		<u>\$481,098.00</u>		<u>\$526,710.00</u>

Item	Description	Qty	Unit	LEGACY POWER RITZVILLE, WA					
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization, demobilization, site prep & clean up.	1	LS	85,895.00	85,895.00		-		-
2	Site work.	1	LS	92,000.00	92,000.00		-		-
3	Structural.	1	LS	31,000.00	31,000.00		-		-
4	Mechanical.	1	LS	196,055.00	196,055.00		-		-
5	Electrical.	1	LS	74,000.00	74,000.00		-		-
6	Minor change.	1	EST	15,000.00	15,000.00		-		-
BASE BID SUBTOTAL					\$493,950.00		\$0.00		\$0.00
8.6% SALES TAX					42,479.70		-		-
BASE BID TOTAL					<u>\$536,429.70</u>		<u>\$0.00</u>		<u>\$0.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/6/2021

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 08-21, Amending Richland Municipal Code Sections 9.10.020, 9.10.025, 9.11.020, and 9.24.070 to add a knowledge element consistent with *State of Washington v. Blake*

Department:

City Attorney

Ordinance/Resolution Number:

08-21

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 08-21, amending Richland Municipal Code Sections 9.10.020, 9.10.025, 9.11.020, and 9.24.070 to add a knowledge element consistent with *State of Washington v. Blake*.

Summary:

On February 25, 2021, the Washington State Supreme Court issued a 5-4 ruling in *State of Washington v. Blake*, holding that RCW 69.50.4013(1) is unconstitutional because it criminalizes simple possession of controlled substances under a strict liability theory. The Court reasoned that it was an unconstitutional overreach of legislative authority to criminalize passive conduct such as possession without requiring proof of a mental state. In other words, the Court took issue with the fact that someone could be in possession of a controlled substance and be found guilty of a felony charge without any evidence that the individual knew that he or she was in possession of the drug.

The City of Richland has a number of criminal ordinances in the Richland Municipal Code that hold individuals criminally responsible under a strict liability theory for possession for marijuana, drug paraphernalia, and alcohol. In order to ensure that these code provisions are constitutionally sound, amendments are necessary to add the knowledge element.

Similar amendments are being made to local codes across the state of Washington. At the April workshop, staff will update Council on any additional recommended steps resulting from the *Blake* decision, including the regional approach to criminalizing simple possession at a local level.

Staff recommends approval of Ordinance No. 08-21 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 08-21

ORDINANCE NO. 08-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Sections 9.10.020, 9.10.025, 9.11.020, and 9.24.070 to add a knowledge element consistent with *State of Washington v. Blake*.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with state or federal law; and

WHEREAS, on February 25, 2021, in a 5-4 decision, the Washington State Supreme Court invalidated as unconstitutional RCW 69.50.4013(1), which criminalized possession of controlled substances under a strict liability theory; and

WHEREAS, the Richland Municipal Code contains ordinances that proscribe unlawful possession of marijuana, drug paraphernalia and liquor under a strict liability theory, and as such, may run afoul of *State of Washington v. Blake*; and

WHEREAS, to ensure the constitutionality of these code sections, amendments are necessary to add the *mens rea* of knowledge.

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

Section 1. Richland Municipal Code Section 9.10.020, entitled Possession unlawful, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 01-13, is hereby amended as follows:

9.10.020 Possession unlawful.

It is unlawful for any person to [knowingly](#) possess more than 28.35 grams of marijuana unless the same was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his professional practice, or except as otherwise authorized by the laws of the state of Washington. Except as provided in RCW 69.50.401(2)(c), every person convicted of a violation of the provisions of this section for possessing more than 28.35 grams of marijuana shall be guilty of unlawful possession of marijuana, a misdemeanor.

Except as provided in RCW 69.50.401(2)(c), any person found guilty of possession of more than 28.35 grams of marijuana is guilty of a misdemeanor.

Section 2. Richland Municipal Code Section 9.10.025, entitled Possession of marijuana under the age of 21 – Penalty, as first enacted by Ordinance No. 01-13, is hereby amended as follows:

9.10.025 Possession of marijuana under the age of 21 – Penalty.

It is unlawful for any person under the age of 21 years to [knowingly](#) possess marijuana in an amount less than 40 grams, as defined in RMC 9.10.010, unless pursuant to a valid

prescription or order of a practitioner in the course of his professional practice.

Section 3. Richland Municipal Code Section 9.11.020, entitled Possession of paraphernalia – Unlawful conduct, as first enacted by Ordinance No. 63-80, and last amended by Ordinance No. 01-13, is hereby amended as follows:

9.11.020 Possession of paraphernalia – Unlawful conduct.

It is unlawful for any person to knowingly use, or to possess with the intent to use, drug paraphernalia to plan, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by, ~~the possession of which controlled substance is in violation of~~ Chapter 69.50 RCW, or to sell, deliver, possess with the intent to sell or deliver, or manufacture with the intent to sell or deliver, drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice, or except as otherwise authorized by, ~~the possession of which controlled substance is in violation of~~ Chapter 69.50 RCW. Except as provided in RCW 69.50.401(2)(c), any person found guilty of possession of drug paraphernalia is guilty of a misdemeanor.

Section 4. Richland Municipal Code Section 9.24.070, entitled Purchase, possession or consumption by minors prohibited, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 29-20, is hereby amended as follows:

9.24.070 Purchase, possession, or consumption by minors prohibited.

A. Except in the case of liquor given or permitted to be given to a person under the age of 21 years by his or her parent or guardian for beverage or medicinal purposes, or administered to him or her by his or her physician or dentist for medicinal purposes, or used in connection with religious services, no person shall give or otherwise supply liquor to any person under the age of 21 years or permit any person under that age to consume liquor on his or her premises or on any premises under his or her control.

B. No person under the age of 21 years shall knowingly acquire or knowingly have in his or her possession or purchase, drink, or consume liquor, except in the case of liquor given or permitted to be given to such person as provided in subsection A of this section. ~~by his parent or guardian for beverage or medicinal purposes or administered to him by his physician or dentist for medicinal purposes, or used in connection with religious services.~~

C. No person under the age of 21 years shall attempt to obtain any liquor contrary to the provisions of this section.

D. It is unlawful for any person under the age of 21 years to be or remain in any public place after having consumed liquor as evidenced by:

1. The odor of intoxicants on the breath; or

2. Observations by the officer through other sense perception; except in the case of liquor given or permitted to be given to a person under the age of 21 years as provided in subsection A of this section. ~~by his parent or guardian for beverage or medicinal purposes, or administered to him by his physician or dentist for medicinal purposes, or used in connection with religious services.~~ "Public place or places" is defined in RCW 66.04.010(35). Any person under the age of 21 years who is found to have consumed liquor shall be presumed to have consumed the same within the city limits of the city of Richland.

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

Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

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: 4/6/2021

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Discussion Regarding the Utility Advisory Committee Recommended Solid Waste Rate Proposal

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:
None.

Summary:

Customer rates pay for all costs associated with the City's solid waste services. In recent years, the utility has completed significant capital improvements to create capacity for future waste disposal needs. As early as 2018, the costs of these capacity improvement projects were expected to drive the need for rate increases. Each year, staff and its rate consultant evaluate the financial position of the utility fund to determine if rate increases are needed. The consultant's analysis also includes a cost of service evaluation regarding the City's long-standing policy of setting rates based on the cost of service. Since the solid waste utility provides a substantial variety of services based on various waste streams, service methods and customer groups, the cost of service analysis (COSA) is quite involved.

At its September 2020 meeting, the Utility Advisory Committee (UAC) reviewed the work of the City's rate consultant for the Solid Waste Utility. While the consultant determined that no general service rate increase was needed, the cost of service analysis did reveal some services for which rates are not well-aligned. Consistent with the City's policy of setting rates to align with the cost of service, the UAC recommended a package of adjustments to Richland City Council. Most of the recommended changes involved specific waste streams received and processed at the City's landfill. The only collection service rate included in the recommended package of changes was for curbside recycling.

The package of changes, which includes both rate increases and rate reductions, has an overall revenue impact that is small and does not significantly impact the overall financial health of the fund. Because the recommended changes were not needed for preparation and adoption of the 2021 Budget, and given the community turmoil associated with the COVID-19 pandemic, staff elected to defer delivery of this recommendation to Council until circumstances stabilized. Staff recommends proceeding with the UAC-recommended changes in keeping with the City's general principles of rate alignment with costs of service. Staff is seeking Council concurrence with the recommended changes, and Council direction regarding the timeline for implementation.

Fiscal Impact: None.

Attachments: