Agenda
City Council Regular Meeting
Tuesday, June 1, 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 Declaring June 19, 2021 to be Juneteenth Day
   - 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 Amendment to RMC Section 23.22.040 related to Site Requirements and Development Standards for Minimum Dwelling Unit Requirements in the Central Business District, Ordinance No. 13-21
   - Kerwin Jensen, Development Services Director

3. Proposed Amendment to the 2021 Budget in the General Fund, Industrial Development Fund, and Capital Improvement Fund, Ordinance No. 14-21
   - Brandon Allen, Finance 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:

4. Approval of the May 18, 2021 City Council Regular Meeting Minutes and the May 25, 2021 City Council Workshop Meeting Minutes

- Heather Kintzley, City Attorney

Ordinances - First Reading:

5. Ordinance No. 14-21, Amending the 2021 Budget in the General Fund, Public Safety Facilities 73 and 75 Construction Funds, Streets Capital Fund, Capital Improvement Fund, Industrial Development Fund, and Broadband Fund
   - Brandon Allen, Finance Director

Ordinances - Second Reading & Passage:

Resolutions - Adoption:

6. Resolution No. 60-21, Authorizing an Amended and Restated Tri-Cities HOME Consortium Interlocal Agreement to add Tenant-Based Rental Assistance
   - Kerwin Jensen, Development Services Director

7. Resolution No. 61-21, Authorizing a Purchase and Sale Agreement with AK's Investments, LLC for Property Located at 2573 Clubhouse Lane
   - Kerwin Jensen, Development Services Director

8. Resolution No. 62-21, Establishing the 2021 Docket of Comprehensive Plan Amendments
   - Kerwin Jensen, Development Services Director

9. Resolution No. 63-21, Authoring an Interagency Agreement with the Department of Ecology in Support of Hanford Communities
   - Jon Amundson, Interim City Manager

10. Resolution No. 64-21, Authorizing a Third Restated BiCounty Police Information Network (BI-PIN) Interlocal Agreement
    - Jon Amundson, Interim City Manager

11. Resolution No. 66-21, Authorizing Award of Bid to, and Execution of a Construction Contract with, ESF Solutions for the Van Giesen/Thayer Intersection Improvements Project
    - Pete Rogalsky, Public Works Director

Items - Approval:

Items of Business:

12. Ordinance No. 13-21, Amending Richland Municipal Code Section 23.22.040 related to Site Requirements and Development Standards for Minimum Dwelling Unit Requirements in the Central Business District
    - Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

Executive Session:

13. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Legal Counsel (30 minutes)
    - Heather Kintzley, City Attorney

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: 6/1/2021 Agenda Category: Presentations

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Proclamation Declaring June 19, 2021 to be Juneteenth Day

Department:	Ordinance/Resolution Number:	Document Type:
City Council		Proclamation

Recommended Motion:

Summary:
Mayor Lukson will present a proclamation declaring June 19, 2021 as Juneteenth Day.

Fiscal Impact: None.

Attachments:
1. Juneteenth Proclamation

Richland
Washington

Proclamation

WHEREAS, the African-American community in the Tri-Cities has made significant contributions to the history and quality of life for all living in the Tri-Cities; and

WHEREAS, the annual Juneteenth celebration in Richland has been occurring over the last several decades; and

WHEREAS, the State of Washington has officially recognized June 19^{th} as Juneteenth since 2007, and on May 13, 2021, Washington became the sixth (6^{th}) state in the nation to recognize Juneteenth as an official paid state holiday.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby declare June 19, 2021as

"JUNETEENTH DAY"

in the City of Richland, Washington, and recognize the significance of this celebration in African-American History and in the heritage of our nation and city.

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 1^{st} day of June, 2021.

Ryan Lukson
Mayor of Richland

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 | Agenda Category: Public Hearing

Core Focus Area 5 - Maximize Community Amenities

Subject:
Proposed Amendment to RMC Section 23.22.040 related to Site Requirements and Development Standards for Minimum Dwelling Unit Requirements in the Central Business District, Ordinance No. 13-21

Department:	Ordinance/Resolution Number:	Document Type:
Development Services		Public Hearing Item

Recommended Motion:
None.

Summary:
The Richland Municipal Code requires Richland City Council to hold a public hearing before rendering a final decision on Type IV permit applications such as zoning code text amendments. This hearing will satisfy the public hearing requirement provided in RMC 19.20.030.

For more information, please see the staff report accompanying Ordinance No. 13-21 on tonight's agenda.

Fiscal Impact: None.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 Agenda Category: Public Hearing

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Proposed Amendment to the 2021 Budget in the General Fund, Industrial Development Fund, and Capital Improvement Fund, Ordinance No. 14-21

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services		Public Hearing Item

Recommended Motion:
None.

Summary:
State law requires a public agency to hold a public hearing prior to appropriating undesignated fund balance.

For more information, please see the staff report accompanying Ordinance No. 14-21 on tonight's agenda.

Fiscal Impact: Please see the staff report accompanying Ordinance No. 14-21.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 | Agenda Category: Minutes

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Approval of the May 18, 2021 City Council Regular Meeting Minutes and the May 25, 2021 City Council Workshop Meeting Minutes

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney		Minutes

Recommended Motion:
Approve the minutes from the May 18, 2021 City Council Regular Meeting and the May 25, 2021 City Council Workshop Meeting.

Summary:
Draft minutes from the May 18, 2021 City Council Regular Meeting and May 25, 2021 City Council Workshop Meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:
1. Draft May 18, 2021 City Council Meeting Minutes
2. Draft May 25, 2021 City Council Regular Workshop Meeting Minutes

MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING
Tuesday, May 18, 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 Pro Tem Kent called the remote Council meeting to order at 6:00 p.m.

Welcome and Roll Call
Mayor Pro Tem Kent welcomed those attending the remote meeting.

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

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

Pledge of Allegiance
Mayor Pro Tem Kent led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER BORING MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

Presentations

None.

Public Hearings

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

1. Proposed Relinquishment of a Utility Easement at 1351 Haught Avenue, Resolution No. 53-21

Mayor Pro Tem Kent opened and closed the public hearing at 6:02 p.m. No testimony was offered.

Public Comments

The following individuals submitted comments to be read aloud by the City Clerk:

Ms. Christine Bond - 35 Vista Ct. Richland, WA: Ms. Bond requested the City of Richland install a pass-through in the sound barrier wall at the intersection of SR-240 and Airport Way. Ms. Bond provided reasoning for the request.

Ms. Randy Slovic - 74 Newcomer St. Richland, WA: Ms. Slovic expressed anticipation for the conclusion of remote meetings and attending public meetings in-person.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER BORING PULLED ITEM NO. 11, RESOLUTION NO. 57-21, AUTHORIZING AN AGREEMENT WITH EXCELERON SOFTWARE, LLC FOR MYUSAGE PREPAY SOFTWARE ACCESS AND SUPPORT. ITEM NO. 11 WAS MOVED TO ITEM NO. 1 UNDER ITEMS OF BUSINESS.

MAYOR PRO TEM KENT PULLED ITEM NO. 12, RESOLUTION NO. 58-21, AUTHORIZING AN INTERLOCAL AGREEMENT WITH U.S. BUREAU OF LAND MANAGEMENT FOR WILDLAND FIRE SUPRESSION. ITEM NO. 12 WAS MOVED TO ITEM NO. 2 UNDER ITEMS OF BUSINESS.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED. THOSE IN FAVOR: MAYOR PRO TEM KENT AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 6-0.

Minutes

2. Approval of the May 4, 2021 Regular Council Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

3. Ordinance No. 10-21, Amending Title 23 RMC: Zoning Regulations to add Section 23.54.055 Compact Car Spaces

4. Ordinance No. 11-21, Annexing Approximately 3.63 Acres Located Along Allenwhite Drive into the City of Richland

5. Ordinance No. 12-21, Annexing Approximately 76.54 Acres of Land located at 1106 N. Jurupa Road into the City of Richland

Resolutions – Adoption

6. Resolution No. 52-21, Authorizing Award of Bid to Pro-Pipe, Inc. for the 2021 Large Diameter Sewer Cleaning & CCTV Project

7. Resolution No. 53-21, Authorizing the Relinquishment of a Utility Easement at 1351 Haupt Avenue

8. Resolution No. 54-21, Approving the Final Plat of Quail Ridge Phases 3-6

9. Resolution No. 55-21, Authorizing Commercial Façade Improvement Program Agreements with Dovetail Joint and Leinback Properties, LLC for 1022 Lee Boulevard

10. Resolution No. 56-21, Authorizing a Grant Application to the Washington State Traffic Safety Commission related to the Replacement of School Beacon Controllers

11. Resolution No. 57-21, Authorizing an Agreement with Exceleron Software, LLC for MyUsage PrePay Software Access and Support **(PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 1)**

12. Resolution No. 58-21, Authorizing an Interlocal Agreement with U.S. Bureau of Land Management for Wildland Fire Suppression **(PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 2)**

13. Resolution No. 59-21, Authorizing a Master License Agreement with New Cingular Wireless PCS, LLC d/b/a AT&T for Wireless Small Cell Facilities

Items - Approval

14. Appointment to the Personnel Committee: Anh-Thu Mai-Windle

Expenditures – Approval

Expenditures from April 1, 2021 to April 30, 2021 for $29,402,913.07, including Travel Check Nos. 19984-19992, Accounts Payable Check Nos. 288754-289640, Accounts Payable Wire Nos. 8523-8558, Payroll Wires & ACH Nos. 12028-12095, Payroll Direct Deposit & Check Nos. 177089-178711 and Pension Check Nos. 5804-5832.

Items of Business

1. Resolution No. 57-21, Authorizing an Agreement with Exceleron Software, LLC for MyUsage PrePay Access and Support

Energy Services Director Whitney answered several questions raised by Councilmember

Boring regarding termination language of the agreement, the number of customers eligible for the service, the disconnection process for non-payment, and who would be responsible to enforce when utilities and water services are disconnected. Councilmember Boring indicated that her concerns with the agreement were adequately addressed by the information provided.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 57-21, AUTHORIZING AN AGREEMENT WITH EXCELERON SOFTWARE, LLC FOR MYUSAGE PREPAY SOFTWARE ACCESS AND SUPPORT. THE MOTION CARRIED 6-0.

2. Resolution No. 58-21, Authorizing an Interlocal Agreement with U.S. Bureau of Land Management for Wildland Fire Suppression.

Mayor Pro Tem Kent stated there has been previous public comment advocating for strong interlocal agreements for fire suppression. Mayor Pro Tem Kent called on Fire Chief Huntington to provide an overview of the interagency agreement with the U.S. Bureau of Land Management.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO ADOPT RESOLUTION NO. 58-21, AUTHORIZING AN INTERLOCAL AGREEMENT WITH U.S. BUREAU OF LAND MANAGEMENT FOR WILDLAND FIRE SUPPRESSION. THE MOTION CARRIED 6-0.

Reports and Comments

City Manager

Interim City Manager Amundson announced that National Public Works Week and National Emergency Medical Services Week are recognized the week of May 16-22, 2021. Interim City Manager Amundson thanked staff from both departments for their services.

Interim City Manager Amundson then presented Council with an updated approach to National Night Out, which typically falls on the same night as the first regularly scheduled council meeting in August. The updated approach to National Night Out has certain City staff appearing at multiple locations across the city. Interim City Manager Amundson sought Council's viewpoint and direction on the proposed event. Council concurred with the proposed approach and agreed to reschedule the August 3, 2021 City Council meeting to allow for participation in National Night Out.

Lastly, Interim City Manager Amundson reminded Council of the closed session following immediately after the meeting, and provided a preview of the upcoming workshop agenda items scheduled for May 25, 2021.

City Council

Councilmember Boring announced that the Benton County Solid Waste Department will hold its annual Household Hazardous Waste Collection Event on Saturday, June 5, 2021 from 8:00 a.m. to 3:00 p.m. at the Benton County Road Maintenance Shop.

Councilmember Lemley thanked Public Works and Emergency Medical Service staff for their work.

Councilmember Thompson shared personal observations regarding liberty and encroaching limitations on freedom. He then stated that the City of Richland provides exceptional services to the community, and encouraged citizens to be prudent regarding who they support and elect into office.

Councilmember Alvarez expressed an interest in incorporating the Touch-A-Truck event along with the proposed National Night Out event highlighted by Interim City Manager Amundson. Councilmember Alvarez also inquired about the level of outreach the revised event will have compared to the annual event hosted at John Dam Plaza.

Mayor (Mayor Pro Tem)

Mayor Pro Tem Kent stated that she looks forward to being able to attend in-person meetings in the near future, and that the public can expect to receive press releases on the reopening of city facilities. Mayor Pro Tem Kent also encouraged everyone to be educated, be safe, and shop local.

Adjournment

Mayor Pro Tem Kent adjourned the meeting at 6:36 p.m.

APPROVED:	ATTEST:
____________________________	____________________________
Ryan Lukson, Mayor	Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

MINUTES
RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING
Tuesday, April 27, 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 Pro Tem Kent called the City Council workshop meeting to order at 6:00 p.m.

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

Mayor Lukson joined the workshop meeting at 6:38 p.m.

Also attending remotely were Interim City Manager Amundson, Fire Chief Huntington, Administrative Services Director Koch, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Development Services Director Jensen, Fire Battalion Chief Aust and City Clerk Rogers.

Agenda Items

1. Update on City's Public Art Survey

Parks & Public Facilities Director Schiessl introduced Arts Commission Chair Kissel, who presented the results of the City's Public Art Survey. Chair Kissel stated that in collaboration with city staff, the Richland Arts Commission was able to successfully complete a Citizen Public Art Survey with dedicated questions about art in Richland.

Community input for the Public Arts Master Plan is an objective identified in the City's Strategic Leadership Plan. The Arts Commission reviewed the Public Arts Survey input submitted by 434 respondents. Chair Kissel reviewed the results of the Citizen's Art Survey in great detail.

A question and answer session between Chair Kissel and Council followed the presentation. Council engaged in additional discussion regarding strategies for future allocation of art funding, the art design located at the Queensgate roundabouts, and objectives for future art.

Mayor Pro Tem Kent thanked Councilmember Boring for serving as Council Liaison to the Arts Commission. Mayor Pro Tem Kent also thanked Dr. Kissel for the excellent presentation, and expressed appreciation to all Arts Commission members for completion of the art survey.

2. Public Safety Facilities Planning

Fire Chief Huntington, Chief of Police Bruce and Fire Battalion Chief Aust provided a high-level overview of the public safety facility needs and implications of proposed Station 76.

Fire Battalion Chief Aust provided an overview of the 2018 station deployment model, which is found in the City's strategic plan and Richland's Comprehensive Plan. The deployment model is built around a 9-station concept.

Fire Chief Huntington provided an overview of the following:

- Areas that meet Comprehensive Plan trigger points (Horn Rapids and Badger Mountain South)
- Public safety facility deployment needs
- Long term: station deployment model review
- Medium term: Police & Fire Department Administrative and Training Space
- Short term: Station 76 implications
- Station build funding analysis
- Project timeline
- Staffing for Adequate Fire and Emergency Response (SAFER) funding
- Ambulance utility rate comparators

Chief of Police Bruce provided an outline on the current state of the Police Headquarters located in downtown Richland. The Police Department is currently beyond capacity and has additional needs for current and expected growth. The initial process to relocate teams and assets to alternative stations has begun.

Chief Bruce stated that the City has repurchased property adjacent to Benton County Emergency Services (BCES) which would meet the real estate needs for the Police and Fire Departments. Chief Bruce proposed a regional Conceptual Design/Feasibility Study to house the Police Department, Fire Administration, dispatch center and county-wide emergency management under one roof. The current dispatch center would be converted to a training facility to be utilized by multiple departments.

Chief Huntington presented possible repurposing uses for the Police Department and Fire Station 1. An expanded program request will be included in the 2022 Budget if there is interest from Council to explore this concept.

Chief Huntington provided an overview of implications and considerations and a projected timeline for a proposed fire station in Badger Mountain South, and inquired if Council had an interest in approving funding and staff resource to conduct a feasibility and conceptual design for the facility and fleet purchases.

Staff responded to Council inquiries regarding the relocation of the Police Department, response times, station build funding analysis, ambulance utility rate projections, budget adjustments for response vehicles, and ambulance utility rate comparators for the proposed facility. Council engaged in additional discussion with staff.

3. Issuance of City Proclamations

Interim City Manager Amundson presented on the history on mayoral proclamations and provided criteria for issuance of common proclamations. Interim City Manager Amundson presented proclamation policy guidelines and optional proclamation alternatives for council consideration. At present time, the City does not have a formal policy to aid in determining which proposed proclamations to endorse.

Council engaged in a question and answer session with Interim City Manager Amundson throughout the presentation and provided guidance on how to proceed.

Council recessed at 8:15 p.m. and resumed the workshop meeting at 8:20 p.m.

4. Policy Discussion on Dwelling Units Size

Community Development Director Jensen introduced the item and presented in detail the proposed amendment to RMC 23.22.040 to remove the 500 square foot minimum dwelling unit size from the Central Business District (CBD). Removing the minimum dwelling unit size will allow for the conversion of aging/stressed hotels into small apartments.

The Planning Commission held a public hearing on the topic on March 24, 2021 and recommended approval of the proposed code amendment. Council provided comments and engaged in a question and answer session with Staff. Council requested staff to bring forward additional information relating to the proposed project.

Adjournment
Mayor Pro Tem Kent adjourned the meeting at 8:56 p.m.

APPROVED:	ATTEST:
____________________________	____________________________
Ryan Lukson, Mayor	Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 Agenda Category: Ordinances - First Reading

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 14-21, Amending the 2021 Budget in the General Fund, Public Safety Facilities 73 and 75 Construction Funds, Streets Capital Fund, Capital Improvement Fund, Industrial Development Fund, and Broadband Fund

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	14-21	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No.14-21 amending the 2021 Budget in the General Fund, Public Safety Facilities 73 and 75 Construction Funds, Streets Capital Fund, Capital Improvement Fund, Industrial Development Fund, and Broadband Fund.

Summary:
Proposed Ordinance No. 14-21 will amend the 2021 Budget appropriations. Additional appropriations in the amount of $1,076,530 are identified in the attached ordinance. The increases are primarily the result of additional expenditures unanticipated or not appropriated in the General Fund, Public Safety Facilities 73 and 75 Construction Funds, Streets Fund, Capital Improvement Fund, Broadband Fund and Industrial Development Fund. More details are included in Ordinance No. 14-21.

In some instances, it is necessary for the City to declare that a public emergency exists, as required by state law, because certain expenses were not originally anticipated when the 2021 Budget was adopted and unappropriated fund balance is being appropriated.

A public hearing will be held on June 1, 2021 as required by state law.

Staff recommends approval of Ordinance No. 14-21 for first reading, by title only.

Fiscal Impact: The total increase in appropriations to the 2021 Budget is $1,076,530.

Attachments:
1. Ordinance No. 14-21

ORDINANCE NO. 14-21

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, Capital Improvement Fund, and Industrial Development Fund.

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

WHEREAS, additional funds are needed for the Public Safety Station (aka Fire Station) 73/75 capital project to cover unanticipated expenses including COVID-19 cost impacts; and

WHEREAS, no funds were appropriated in the General Fund for unanticipated expenses including COVID-19 cost impacts; and

WHEREAS, sufficient unappropriated funds are available in the General Fund Reserve to support the required budget adjustment for the Public Safety Station (aka Fire Station) 73/75 project; and

WHEREAS, additional funds are needed to expand the scope of the Traffic Signal Systemic Safety Upgrades project to achieve its maximum benefit; and

WHEREAS, sufficient unappropriated funds are available in the Capital Construction Fund to support the expanded scope of the Traffic Signal Systemic Safety Upgrades project; and

WHEREAS, to prepare surplus property for sale, surveying, boundary line adjustments, easement recordings and new appraisals are required; and

WHEREAS, the City has a long-time lease for farm circles in the Horn Rapids Industrial Park that requires an annual irrigation assessment to be paid by the City; and

WHEREAS, fiber infrastructure was not installed when Henderson Loop was originally constructed, and is now needed to serve current and new businesses in the area; and

WHEREAS, no funds were appropriated in the Industrial Development Fund for use as detailed herein; and

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

WHEREAS, on June 1, 2021, a public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations from beginning fund balance in the General Fund, Capital Improvement Fund, and Industrial Development 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 the circumstances described above, Richland City Council declares that a public emergency exists in the General Fund, Capital Improvement Fund, and Industrial Development Fund.

Section 3. Amendment of the 2021 Budget. The 2021 Budget is hereby amended to provide additional appropriations in the Public Safety Facility 73 Construction Fund and the Public Safety Facility 75 Construction Fund from unappropriated fund balance in the General Fund as follows:

General Fund	
Current Appropriation:	$ 64,668,825
Increase in Appropriation:	$ 240,000
Amended Appropriation:	$ 64,908,825

Public Safety Facilities 73 Construction Fund	
Current Appropriation:	$ 0
Increase in Appropriation:	$ 231,399
Amended Appropriation:	$ 231,399

Public Safety Facilities 75 Construction Fund	
Current Appropriation:	$ 0
Increase in Appropriation:	$ 8,601
Amended Appropriation:	$ 8,601

Section 4. Amendment of the 2021 Budget. The 2021 Budget is hereby amended to provide additional appropriations in the Street Capital Fund from unappropriated fund balance in the Capital Improvement Fund as follows:

Streets Capital Fund	
Current Appropriation:	$ 14,450,817
Increase in Appropriation:	$ 130,000
Amended Appropriation:	$ 14,580,817

Capital Improvement Fund	
Current Appropriation:	$ 5,055,337
Increase in Appropriation:	$ 130,000
Amended Appropriation:	$ 5,185,337

Section 5. Amendment of the 2021 Budget. The 2021 Budget is hereby amended to provide additional appropriations in the Broadband Fund and the Industrial Development Fund from unappropriated fund balance in the Industrial Development Fund as follows:

Broadband Fund	
Current Appropriation:	$ 421,598
Increase in Appropriation:	$ 50,000
Amended Appropriation:	$ 471,598

Industrial Development Fund	
Current Appropriation:	$ 6,569,490
Increase in Appropriation:	$ 286,530
Amended Appropriation:	$ 6,856,020

Section 6. 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 ________, 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: 6/1/2021 Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Resolution No. 60-21, Authorizing an Amended and Restated Tri-Cities HOME Consortium Interlocal Agreement to add Tenant-Based Rental Assistance

Department:	Ordinance/Resolution Number:	Document Type:
Development Services	60-21	Resolution

Recommended Motion:
Adopt Resolution No. 60-21, authorizing the City Manager to sign and execute an amended and restated agreement with the Tri-Cities HOME Consortium members to add a Tenant-Based Rental Assistance (TBRA) program and to incorporate previously approved amendments.

Summary:
The Cities of Richland, Kennewick, and Pasco ("Members") entered into a cooperative agreement in June 2013 (Contract No. 85-13) for the purpose of continuing participation in a Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program.

The Consortium was formed to increase the level of HOME Program funds potentially available for use within the combined jurisdictions, thereby increasing the combined ability of the cities to help increase the local supply of decent affordable housing needs to low income residents as authorized by Public Law 101-625, the National Affordable Housing Act of 1990 (NAHA).

The proposed amended and restated interlocal agreement incorporates previously approved first and second amendments, and also adds a new Tenant-Based Rental Assistance (TBRA) program to the list of programs provided by the HOME Consortium. All three member jurisdictions (Pasco, Kennewick, and Richland) will bring the Amended and Restated Interlocal Cooperative Agreement of the Tri-Cities HOME Consortium for Program Years 2020-2021-2022 and Continuing to their respective legislative bodies for approval before the final agreement is fully executed and submitted to HUD for approval.

Staff recommends approval of Resolution No. 60-21.

Fiscal Impact: None.

Attachments:
1. Resolution No. 60-21
2. Draft Restated HOME Consortium Interlocal

RESOLUTION NO. 60-21

A RESOLUTION of the City of Richland approving the Amended and Restated Interlocal Cooperative Agreement for the Tri-Cities HOME Consortium of Richland, Kennewick and Pasco under the National Affordable Housing Act.

WHEREAS, the cities of Richland, Kennewick and Pasco entered into a cooperative agreement to form a consortium to increase the local supply of decent affordable housing to low income residents as authorized by Public Law 101-625, the National Affordable Housing Act of 1990 (NANA); and

WHEREAS, the Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program, and a replacement interlocal agreement was executed in 2013 (Richland Contract No. 85-13); and

WHEREAS, the members desire to amend and restate the existing agreement to incorporate changes previously agreed upon and to include Tenant-Based Rental Assistance (TBRA).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Amended and Restated Interlocal Cooperative Agreement of the Tri-Cities HOME Consortium for Program Years 2020-2021-2022 and Continuing.

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 1st day of June, 2021.

____
Ryan Lukson, Mayor

Attest:

____
Jennifer Rogers, City Clerk

Approved as to form:

____
Heather Kintzley, City Attorney

Please return to:

City of Richland
City Clerk's Office
625 Swift Blvd. MS-07
Richland, WA 99352

Amended and Restated Interlocal Cooperative Agreement
Tri-Cities HOME Consortium
under the
National Affordable Housing Act

Program Years 2020-2021-2022 and Continuing

This Agreement is entered into between the cities of **Kennewick**, **Pasco**, and **Richland**, all Washington municipal corporations ("Members"), for the purpose of continuing participation in a Consortium originally formed in 1996 under the HOME Investments Partnership (HOME) Program and restated in a 2013 replacement interlocal agreement (Contract No. 85-13). This amended and restated Agreement supersedes all previous HOME consortium cooperative agreements, and will become effective upon adoption by the Members and final approval by the U.S. Department of Housing and Urban Development (HUD).

WITNESSETH

WHEREAS, the Federal Government has enacted the national Affordable Housing Act (NAHA), the primary objective of which is to increase the supply of decent affordable housing to low and very low income families, which created the HOME Investment Partnerships Program ("HOME Program") administered by the U.S. Department of Housing and Urban Development (HUD) through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME Regulations); and

WHEREAS, said regulations allow units of general local governments to form consortia for purposes of obtaining funds under the HOME Program; and

WHEREAS, the Members are geographically contiguous units of local government eligible to form a consortium under said regulations; and

WHEREAS, the Interlocal Cooperation Act, Ch. 39.34 RCW, permits local governmental units to enter into agreements to cooperate for certain beneficial purposes; and

WHEREAS, the Members have determined that continuing as a consortium will increase the level of HOME Program funds potentially available for use within their combined jurisdictions, and thereby increase the combined ability of the jurisdictions to assist in meeting the affordable housing needs of the population.

NOW, THEREFORE, the Members agree as follows:

SECTION 1: DEFINITIONS

a. "Consortium" means the arrangement formed by this Agreement, and "HOME Program" means all of the activities assisted with HOME funds received from HUD.

b. "Member" means the cities of Kennewick, Pasco, and Richland as Washington municipal corporations and units of local government.

c. "Tri-Cities HOME Consortium" means the particular Consortium operating under the HOME Program consisting of the cities of Kennewick, Pasco, and Richland.

d. "Lead Entity" means the unit of local government designated by the Tri-Cities HOME Consortium to act in a representative capacity of all Members for the purposes of this Agreement. The Lead Entity will assume overall responsibility for ensuring that the Tri-Cities HOME Consortium is administered and operates in compliance with the requirements of the HOME Program. The Lead Entity serves as the official and primary contact between HUD and the Tri-Cities HOME Consortium.

e. "Subrecipient Administrator" refers to Members other than the Lead Entity who perform some HOME administrative roles as delineated under separate, specific HOME written agreements.

f. "Consolidated" means jointly developed with unity from a regional perspective of the Members.

g. "Program Year" means the annual fiscal year of January 1st to December 31st.

h. "CHDO" means a Community Housing Development Organization as defined by the HOME Investment Partnership program.

SECTION 2: GENERAL PROVISIONS

a. Members agree to cooperate to undertake housing assistance activities in compliance with the federal HOME statute and regulations as identified at Title 24 CFR Part 92. The purpose of this Agreement is to increase the combined ability of each Member jurisdiction to assist in meeting the affordable housing needs of the population.

b. Members agree to cooperate in maintaining the Tri-Cities HOME Consortium's compliance with federal Consolidated Plan regulations at Title 24 CFR Part 91. Each Member shall also cooperate with the Lead Entity in conducting citizen participation, planning, and programming as necessary for the Lead Entity to submit to HUD the Consortium's Consolidated Plan. Each Member shall ensure that its separate processes and procedures comply with all Consolidated Plan regulations.

c. Members agree to jointly develop a combined Consolidated Planning Strategy (CPS) for submission to HUD for each of the federal fiscal years covered by this Agreement. The CPS will be comprised of a consolidated Market Analysis and Housing Needs Assessment, consolidated Five-Year Planning Strategy, and annual Plans for implementation of the strategy for the Tri-Cities HOME Consortium. The Housing Strategy will be developed to address needs over the three-city area with components identified that are unique to each Member; however, each Member will independently address non-housing community needs.

d. Members agree to affirmatively further fair housing in compliance with all applicable statutes and regulations.

e. This Agreement provides for automatic renewals of participation in successive three-year qualification periods in perpetuity by the date specified in HUD's consortia designation notices or listed on HOME's Consortia web page. The Lead Entity will notify each Member in writing of its right to not participate for the successive three-year qualification period, with a copy of the notification forwarded to the HUD Field Office. Any Member not intending to participate in the next three-year qualification period with the Consortium must submit written notification to the Lead Entity within thirty (30) days of receipt of the notice from the Lead Entity. The Lead Entity will provide copies of these communications to its HUD Field Office to provide notification of any change in consortium membership.

   i. All Members of the Consortium are required to formally adopt by legislative action any amendments to this Agreement that incorporate future changes necessary to meet the requirements for consortia agreements in subsequent qualification periods.

   ii. The automatic renewal provision of this Agreement is void if the Lead Entity fails to notify a Member of its right not to participate for the next three-year qualification period, or if the Lead Entity fails to submit a copy to HUD of each amendment to the Agreement as required.

SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS

All Members of the Consortium agree to comply with the applicable portions of: Title 24 CFR Part 92: HOME Investment Partnerships Program; the Housing and Community Development Act of 1974 as amended; Title 24 CFR Part 570; Title 24 CFR Part 58; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Urban Development Act of

1968; Executive Orders 11246, 11063, and 11593; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; OMB Circular A-122 and attachments A, B, C, F, H, N and O; the Archeological and Historical Preservation Act of 1974; the Architectural Barriers Act of 1968; the Hatch Act, 5 U.S.C. Chapter 15; the Flood Disaster Protection Act of 1974; the Clean Air Act (42 U.S.C., Section 1251 *et seq*.); and the Drug-Free Workplace Act of 1988.

SECTION 4: PROGRAM ADMINISTRATION

a. **Lead Entity**. The city of Richland is hereby designated the Lead Entity for the Tri-Cities HOME Consortium. The cities of Kennewick and Pasco are Consortium Members who act as Subrecipient Administrators.

b. **Lead Entity Responsibilities**. The Lead Entity shall assume overall responsibility for ensuring the Consortium's HOME Program activities are carried out in compliance with HOME regulations in Title 24 CFR Part 92, including requirements concerning a Consolidated Plan in accordance with HUD Regulations in Title 24 CFR Part 91.

The Lead Entity is responsible for the following:

i. Establishing a local HOME Investment Trust Fund Account.

ii. Receiving, disbursing, and accounting for all HOME Program and matching funds.

iii. Collecting and submitting to HUD all required reports and data from Members, Subrecipient Administrators, CHDOs, and developers.

iv. Sending Members a copy of correspondence from HUD within 48 hours of receipt, and copying members on correspondence from the Lead Entity to HUD.

v. Providing written procedures for Integrated Disbursement and Information System (IDIS) reporting, including explanations of who has access to the system, how funds are sub-allocated in the system, who is required and allowed to make entries in the system, and at what times.

vi. Providing written procedures for the disbursement of funds to include:

- how Members or their sub-recipients request HOME funds from the Lead Entity;
- processing time needed by the Lead Entity;
- description of documentation required to accompany requests.

vii. Providing written procedures for record-keeping, reporting and monitoring.

viii. Describing the system and format for keeping records of program delivery, and meeting all HUD reporting requirements, including:

- marketing activities;
- environmental reviews;
- application and award activities;
- incurred obligation and contribution of required match funds;
- federal cross-cutting activities;
- Community Housing Development Organization (CHDO) designations; and
- CHDO activities when applicable under Section 4.f below.

ix. Describing the intended system and format for monitoring projects through the applicable period, including:

- listing of staff responsible for monitoring duties;
- procedures for monitoring HOME rents, eligible residents, resale by homeowner;
- properties, Fair Housing and Equal Opportunity, and property standards;
- procedures for notifying HOME recipients about monitoring schedules;
- steps and recourse that can be taken to ensure compliance by recipients of HOME funds.

x. Entering into HOME written agreements, and administering and monitoring activities of sub-recipients who have contracted with a Member to deliver a specific HOME program, including Members acting as Subrecipient Administrators.

xi. Preparing and submitting HOME performance reports for Consortium activities.

c. **Member Responsibilities**. Each Member is responsible for the following:

i. Providing to the Lead Entity, within 14 days after request, copies of all documents which the Lead Entity is required to submit to HUD, including, but not limited to, the Member's housing CPS and Annual Action Plan.

ii. Providing to the Lead Entity a written description(s) of the Member's HOME program(s) prior to contracting with another entity to deliver the program(s). Lead Entity retains final approval and contracting authority. Written descriptions must include:

- copies of program description;
- listing of responsible staff for each step in the delivery of the program;
- methods of affirmative marketing;
- methods of procurement;
- steps taken and standards imposed for the application and review process leading to the award of funds;
- utilization of Consortium-approved forms, policies, and procedures.

iii. Affirmatively furthering fair housing in the Member's jurisdiction. Such actions may include planning, education, outreach, and enforcement activities.

iv. Preparing and submitting quarterly and annual performance reports regarding HOME activities.

v. Preparing and submitting other documents as required by separate HOME written agreements governing the relationship between the Lead Entity and Members acting as Subrecipient Administrators.

d. **Allocation of HOME Funds**. HOME funds will be allocated between the Members in the following manner:

i. Ten percent (10%) of the overall allocation, or a higher amount if allowed by the HOME program, will remain with the Lead Entity for administrative costs.

ii. Fifteen percent (15%) of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. CHDO projects will be identified by Members on a rotating basis, as described in Section 4.f. below.

iii. The remaining balance of the overall allocation shall be invested in down payment assistance. These funds shall be divided equally among Members. Each member is entitled to plan for the expenditures of funds in an amount equal to their share of the HOME grant award, as is determined during each fiscal year of this agreement and identified in the Annual Action Plan. If desired and applicable, the Cities of Kennewick and Pasco may serve as Subrecipient Administrators to the Lead Entity to oversee investment of their respective portion of HOME funds in down payment assistance.

iv. When one or more Members has $100,000 or more in unspent uncommitted down payment assistance funds and/or returned program income, said funds may be used for the creation of affordable housing, including direct rental assistance through Tenant-Based Rental Assistance (TBRA). Members will work together to identify potential rental development projects to be undertaken by a qualified housing organization, including but not limited to a Public Housing Authority (PHA), who shall serve as either sponsor, owner or developer. Projects will be reviewed and selected based on developer financial capacity, experience, project feasibility, readiness to proceed, and community impact. Members will aim to rotate City location of projects when possible, and/or INFILL Homebuyer development with Member majority rules for the project location. After Members identify affordable housing project(s), Lead Entity will act as project manager, and shall perform required administrative duties to assess, approve, and fund projects.

e. **Funding Timelines**. Any HOME funds set aside for a Member and not committed to a project within 18 months, or expended within 24 months of the award of HOME funds to the Tri-Cities HOME Consortium, will be made available to other projects across the Consortium. Reallocation will be executed by the Lead Entity with written notification of affected member(s). Members are aware that if funds are not committed and expended according to effective HUD deadlines, that HUD will recapture the funds. Such a recapture will reduce the availability of funds for that individual member by the amount determined by HUD to be in non-compliance.

f. **CHDO Set Aside**. Fifteen percent (15%) or more of the overall allocation will remain with the Lead Entity to be utilized for CHDO Set-Aside activities. Members will work together to identify CHDO projects, and funding will be based primarily on community impact, developer capacity, project feasibility, and readiness to proceed. Members will aim to rotate the location of CHDO projects when possible. After Members identify CHDO project(s), the Lead Entity will perform required administrative duties to assess, approve, and fund projects.

g. **Program Income**. Program income must be remitted to the Lead Entity within thirty (30) days of receipt. HOME Program Income, as defined in federal regulations, that is generated by a Member shall be added to the amount of HOME funds constituting the Member's share as defined in Section 4.d.iii herein and the approved Annual Action Plan. At the Member's option, the allowable percentage of program income may be used by the individual Member to be applied towards eligible and allowable administrative costs incurred by the Member. Administrative costs over the allowable percentage are the responsibility of the Member. Each Member acting as a Subrecipient Administrator will be responsible for providing to the Lead Entity a recap of expenditures, and other documentation as may be requested by the Lead Entity, within thirty (30) days and will submit to the Lead Entity any interest earned on the retained HOME dollars.

h. **Administrative Costs**. Each Member will be independently responsible for any administrative costs each incurs associated with: 1) development and implementation of the CPS; 2) the annual re-examination of needs prior to setting each year's Action Plan; and 3) the awarding of HOME Program funds to sub-recipients, CHDOs, and/or other developers.

i. **HOME Match**. Each Member is responsible for tracking and reporting HOME Match for the projects they fund, implement, and/or oversee. Should the Consortium's accrued Match balance fall below one full year's Match obligation, each Member shall be responsible for generating the required match based on its share of HOME funds. If the Match cannot be supplied by the responsible Member, then HOME funds and associated match obligation may be transferred to another Member by the Lead Entity. If a Member fails to supply sufficient match, its share of HOME funding may be reduced commensurate with the match deficiency, as delineated in any related Subrecipient Agreements.

j. **Repayment of HOME Funds**. The Lead Entity has the responsibility to repay any HOME funds to the HOME Investment Trust Account that HUD determines were not used in accordance with the HOME regulations. To the extent a Member acting as Subrecipient Administrator was the entity that did not use the funds in compliance with regulations, then upon the repayment of funds by the Lead Entity, the Member responsible for the non-compliance will immediately reimburse the Lead Entity. To the extent that a sub-recipient or CHDO with the entity did not use the funds in compliance with regulations, then the sub-recipient will be responsible for reimbursing the Lead Entity.

Should any Member fail to meet any of the obligations or exceed any of the limitations described herein or as provided in written agreements, and should such failure jeopardize compliance of the Consortium as a whole, the Lead Entity has final control over re-distribution of funds among Members in order to ensure that all grant requirements are met.

k. **Reporting and Records**. Each Member agrees to immediately make available to the Lead Entity upon request all records and access concerning the activities carried out under this Agreement for inspection by the Lead Entity, State, or Federal Officials.

l. **Expiration**. Upon termination of this Agreement as provided in Section 6.a., the balance of funds which have not been committed will be returned to HUD for reallocation. Committed but incomplete projects and activities will be completed by the respective Member who, acting as a Subrecipient Administrator, initiated such project or activity.

m. **Long-Term HOME Requirements**. Members acknowledge they each may have obligations to abide by HOME requirements throughout a project's long-term period of affordability that may extend beyond the termination of this Interlocal

Agreement. The Lead Entity is responsible for long-term requirements per HOME regulations, and Subrecipient Administrators will be responsible as delineated in their individual HOME written agreements with the Lead Entity.

SECTION 5: DISTRIBUTION OF FUNDS

The Lead Entity shall issue a Notification of Fund Availability (NOFA) indicating the amount of funds available to each Member no later than thirty (30) calendar days from notification by HUD that HOME funds have been awarded to the Consortium. An activity shall be considered eligible if it conforms to the requirements of Title 24 CFR Part 92.

SECTION 6: TERM OF THE COOPERATIVE AGREEMENT

a. The Members agree that the term of this Interlocal Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for blocks of three (3) federal fiscal years. The Program Year start date for the Consortium is January 1.

b. All Members will remain Members of the Tri-Cities HOME Consortium for the entire period of any term of this Agreement.

c. This Agreement shall automatically renew for participation in successive three-year qualification periods/terms per Section 2.e herein unless terminated by written agreement of all Members.

SECTION 7: ADMINISTRATIVE FEES

The HOME Consortium will retain ten (10) percent of the grant or the maximum allowed by the program regulations for administration and management of the HOME program. The Lead Entity will oversee an annual process to budget administrative fees. Only costs associated with the management and administration of the HOME program may be charged against HOME administrative allocations. Program income generated by other member programs will not be included in the 10% calculation unless agreed upon by the respective Member(s).

a. Administrative Shortfalls. Administrative shortfalls by the Lead Entity shall be addressed annually. Member cities shall agree to split such shortfalls equally. Members may agree to utilize the 10% administrative funds generated by their program income to use toward administrative shortfalls experienced by the Lead Entity.

b. Negative Interest. In the event that negative interest occurs as a result of the action(s) of a particular Member, then that Member is fully responsible for reimbursing the Lead Entity; PROVIDED, however, that if negative interest occurs that is not directly related to a single Member's actions, then each Member shall equally share in the cost of the negative interest. Note that negative interest earnings cannot be claimed as an administrative cost and must be reimbursed from non-federal funds.

SECTION 8: AMENDMENTS

Amendment to this Interlocal Agreement for the Tri-City HOME Consortium shall be in writing and by unanimous agreement of the Members. This includes an amendment to add new Consortium members. Members agree to jointly develop amendment language for approval by the legislative authority of each Member.

SECTION 9: POSTING OF DOCUMENT

Upon full execution of this Agreement and approval by HUD, this Agreement shall be posted on the Lead Entity's website for purposes of meeting the recording requirements of Ch. 39.34 RCW, the Interlocal Cooperation Act. Although a Member may choose to record this Agreement, recording with the Benton County Auditor's Office or Franklin County Auditor's Office is not required and in no way affects the validity of this Agreement or any amendments thereto.

SECTION 10: NO SEPARATE LEGAL ENTITY

No separate legal entity is created by execution of this Interlocal Agreement. Title to real property, if applicable, will be held in the name of the respective Member jurisdiction or the name of the Lead Entity.

[*Signature Page to Follow*]

THE TRI-CITIES HOME CONSORTIUM

____

Marie E. Mosley
City Manager, Kennewick

____

Date

____

Dave Zabell
City Manager, Pasco

____

Date

____

Jon Amundson, ICMA-CM
Interim City Manager, Richland

____

Date

Approved as to form:

____

Heather Kintzley, City Attorney
City of Richland

____

Lisa Beaton, City Attorney
City of Kennewick

____

Eric Ferguson, City Attorney
City of Pasco

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 | Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:
Resolution No. 61-21, Authorizing a Purchase and Sale Agreement with AK's Investments, LLC for Property Located at 2573 Clubhouse Lane

Department:	Ordinance/Resolution Number:	Document Type:
Development Services	61-21	Resolution

Recommended Motion:
Adopt Resolution No. 61-21, authorizing the City Manager to sign and execute a Purchase and Sale agreement with AK's Investments, LLC for property located at 2573 Clubhouse Lane.

Summary:
AK's Investments, LLC is proposing to purchase a 3-acre lot located at 2573 Clubhouse Lane in the Horn Rapids Commercial Plaza along Kingsgate Way, east of the Horn Rapids Golf Course Community. AK's Investments, LLC is proposing to develop a gas station, convenience store, coffee stand, and car wash on the property.

The total purchase price for the 3-acre property is $436,621.

The City will retain a repurchase right if an application for approval of building plans is not submitted to the City within eight (8) months of closing, or if construction of the commercial development does not begin within eighteen (18) months of closing.

The proposed purchase was last reviewed by the Economic Development Committee at its December 28, 2020 meeting, where it voted to recommend approval of the AK's Investment's purchase of the property.

Staff recommends approval of Resolution No. 61-21.

Fiscal Impact: Anticipated proceeds of $436,621 will be deposited in the Industrial Development Fund.

Attachments:
1. RES 61-21 Authorizing a Purchase and Sale Agreement with AK's Investments, LLC
2. AK's Investment LLC - Purchase and Sale Agreement
3. Site Map - 3 Acres

RESOLUTION NO. 61-21

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement with AK's Investment, LLC for property located in the Horn Rapids Commercial Center.

WHEREAS, the City of Richland is the owner of 3 acres of City-owned surplus property located at 2573 Clubhouse Lane; and

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

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by Richland City Council on September 17, 2013, the 3 acres of commercial center property is available for sale at a total price of $436,621; and

WHEREAS, at its November 27, 2017 meeting, the Economic Development Committee (EDC) favorably recommended the sale of 2.5 acres of City-owned surplus property in the Horn Rapids Commercial Center; and

WHEREAS, at its December 28, 2020 meeting, the Economic Development Committee (EDC) favorably recommended the sale of an additional .5 acres, for a total of 3 acres of City-owned surplus property in the Horn Rapids Commercial Center; and

WHEREAS, AK's Investment, LLC has agreed to purchase the 3 acres of City-owned surplus property for the total sale price of $436,621.

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

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of June, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

<u>AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY</u>

Re: 2573 Clubhouse Lane

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

1. <u>Purchase and Sale of Property</u>. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at *2573 Clubhouse Lane*, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the "Property").

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

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

2. <u>Purchase Price</u>. The total purchase price for the Property shall be **Four Hundred Thirty-Six Thousand Six Hundred Twenty-One** dollars and no cents ($**436,621.00**) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Company (the "Title Company") at Closing (as defined in Section 6 below).

2.1. <u>Earnest Money Deposit</u>. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier's check or wire transfer in the amount of **Ten Thousand** dollars and no cents ($**10,000.00**) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

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

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

4. Title Matters.

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

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

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

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

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

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

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

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

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed as a gas station/convenience store with car wash, fast food restaurant, espresso coffee stand and commercial retail uses.. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

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

8. Casualty and Condemnation.

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

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

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

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

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

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that, at Closing, Seller shall pay a four percent (4%) finder's fee to the licensed real estate agent representing Purchaser as set forth in the Brokerage Agreement between Purchaser and such broker, the form of which is attached to this Agreement as **Exhibit B**. Except as provided herein, Seller and Purchaser both agree to indemnify, defend, and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a commission, broker or other finder's fee or resulting from the purchase of the Property. The provisions of this Section 11.1 shall survive closing.

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

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

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

If to Purchaser:
Kamaljit Singh
1903 Jadwin Avenue
Richland, Washington 99352
509.430.8507 (Vini Duggal)
vini@progsales.com

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

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

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

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

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

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

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

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

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of a gas station/convenience store with car wash, fast food restaurant, espresso coffee stand and commercial retail uses., subject to the following:

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

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

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

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

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

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

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

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

[*Signature Page to Follow*]

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

CITY OF RICHLAND – SELLER

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

Date

AK'S INVESTMENT, LLC – PURCHASER

By: Kamaljit Singh
Its: Owner

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

THAT PORTION OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28, THENCE SOUTH 00°30'06" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2640.16 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89°19'49" EAST ALONG THE EAST-WEST CENTER OF SECTION LINE, A DISTANCE OF 2645.07 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 28 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°34'24" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 352.88 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY OF KINGSGATE WAY AND POINT OF CURVE, THENCE ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY THE FOLLOWING DESCRIBED COURSES;

ALONG A NON RADIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48°49'52", A RADIUS OF 649.00 FEET, AN ARC DISTANCE OF 553.12 FEET A CHORD BEARING OF NORTH 23°50'32" WEST A DISTANCE OF 536.53 FEET; THENCE NORTH 48°15'28" WEST, A DISTANCE OF 173.89 FEET TO THE EXISTING EASTERLY RIGHT-OF-WAY OF SAID KINGSGATE WAY AS RECORDED UNDER AUDITOR'S FILE NO. 2008-001765 RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING ALONG SAID EXISTING EASTERLY RIGHT-OF-WAY, THE FOLLOWING DESCRIBED COURSES;

NORTH 48°15'28" WEST, A DISTANCE OF 169.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46°32'51". A RADIUS OF 250.00 FEET, AND AN ARC DISTANCE OF 203.10 FEET; THENCE NORTH 01°42'37" WEST A DISTANCE OF 2.43 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91°28'37", A RADIUS OF 25.00 FEET, AND AN ARC DISTANCE OF 39.92 FEET; THENCE NORTH 02°12'08” WEST, A DISTANCE OF 150.09 FEET TO POINT OF CURVE; THENCE ALONG A NON RADIAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°31'23", A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 45°58'19” WEST, AN ARC DISTANCE OF 38.63 FEET; THENCE NORTH 01°42'37" WEST A DISTANCE OF 150.41 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°48'50", A RADIUS OF 300.00 FEET, AND AN ARC DISTANCE OF 192.76 FEET; THENCE NORTH 35°06'13" EAST A DISTANCE OF 131.55 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 240; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY

OF KINGSGATE WAY, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 240 THE FOLLOWING DESCRIBED COURSES;

SOUTH 54°53'47" EAST A DISTANCE OF 113.99 FEET; THENCE NORTH 35°06'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 54°53'47" EAST A DISTANCE OF 72.49 FEET, THENCE SOUTH 54°53'47" EAST A DISTANCE OF 69.21 FEET, THENCE SOUTH 0°0'0" EAST A DISTANCE OF 360.44 FEET, THENCE NORTH 89°46'00" EAST A DISTANCE OF 282.17 FEET, THENCE SOUTH 45°14'00" EAST A DISTANCE OF 93.16 FEET, THENCE NORTH 89°46'00" EAST A DISTANCE OF 282.17 FEET, THENCE NORTH 01°42'37" WEST A DISTANCE OF 144.58 FEET, THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°42'58", A RADIUS OF 275.64 FEET, AND AN ARC DISTANCE OF 173.60 FEET, THENCE NORTH 84°13'19" EAST A DISTANCE OF 247.60.

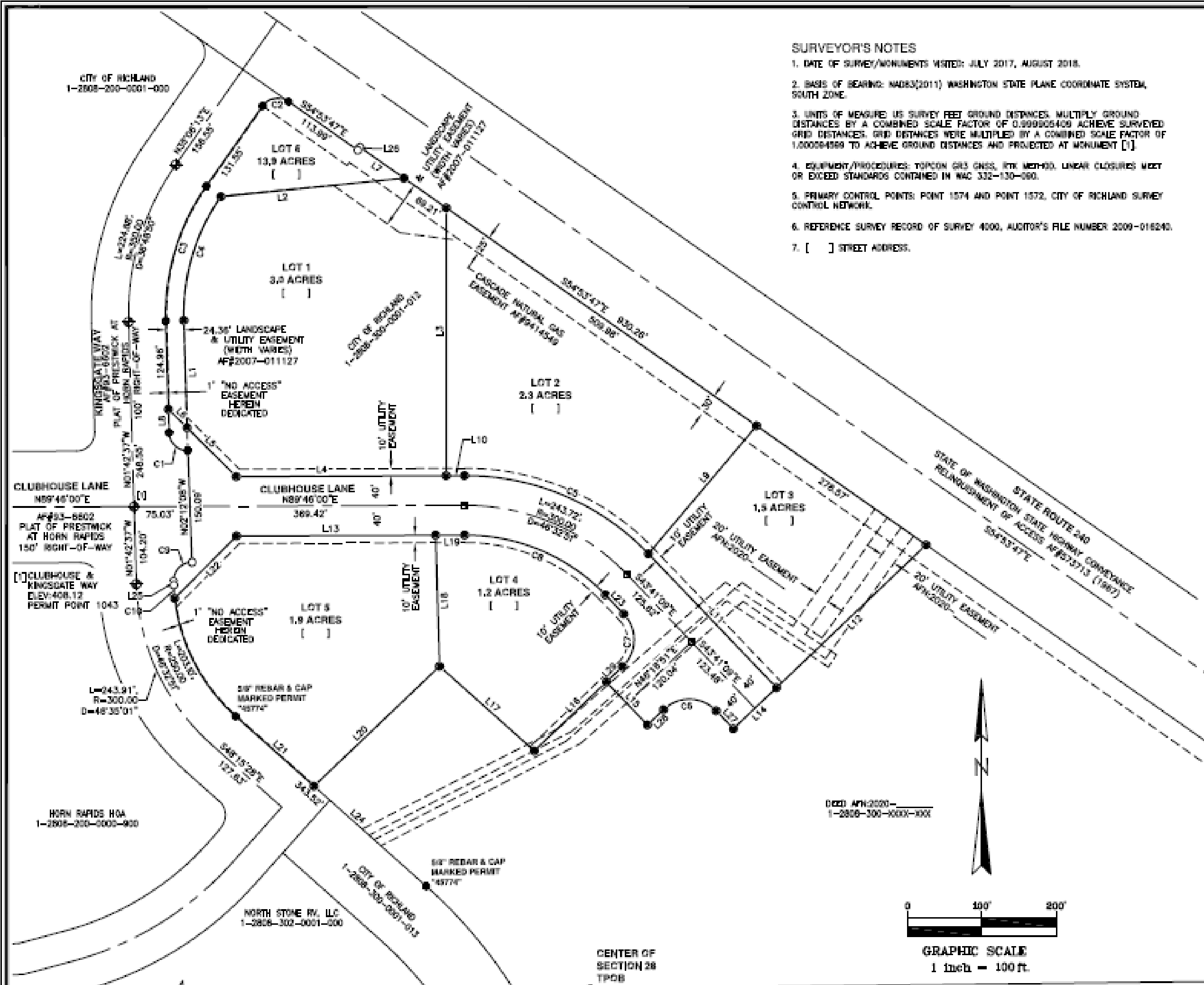
SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

CONTAINS ~ 3.0 ACRES

SHORT PLAT NO. ________

PREPARED FOR
THE CITY OF RICHLAND

PORTION OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: JULY 2017, AUGUST 2018.
2. BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. UNITS OF MEASURE: US SURVEY FEET GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999905409 ACHIEVE SURVEYED GRID DISTANCES. GRID DISTANCES WERE MULTIPLIED BY A COMBINED SCALE FACTOR OF 1.000094599 TO ACHIEVE GROUND DISTANCES AND PROJECTED AT MONUMENT [1].
4. EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
5. PRIMARY CONTROL POINTS: POINT 1574 AND POINT 1572, CITY OF RICHLAND SURVEY CONTROL NETWORK.
6. REFERENCE SURVEY RECORD OF SURVEY 4000, AUDITOR'S FILE NUMBER 2009-016240.
7. [ ] STREET ADDRESS.

Line Table

Line #	Length	Direction
L1	144.58	N01°42'37"W
L2	247.60	N84°13'19"E
L3	360.44	S00°00'00"E
L4	282.17	N89°46'00"E
L5	93.16	S45°14'00"E
L6	35.37	S45°14'00"E
L7	72.49	S54°53'47"E
L8	31.50	N01°42'37"W
L9	225.36	N40°09'38"E
L10	24.75	N89°46'00"E
L11	249.10	S43°41'09"E
L12	278.22	S46°18'51"W
L13	267.64	N89°46'00"E
L14	80.00	S46°18'51"W
L15	80.00	S43°44'16"E

Line Table

Line #	Length	Direction
L16	133.95	N46°18'51"E
L17	170.67	S48°15'28"E
L18	176.45	S01°42'37"E
L19	39.17	N89°46'00"E
L20	233.32	N46°18'51"E
L21	141.17	S48°15'28"E
L22	118.08	N44°46'00"E
L23	35.62	S43°41'09"E
L24	202.36	S48°15'28"E
L25	2.43	N01°42'37"W
L26	5.00	N35°06'13"E
L27	33.48	S43°41'09"E
L28	30.00	N46°18'51"E
L29	30.07	N46°18'51"E

Curve Table

Curve #	Length	Radius	Delta	Ch. Bearing	Ch. Distance
C1	38.63	25.00	88°31'23"	S45°58'18"E	34.90
C2	39.27	25.00	90°00'00"	S80°06'13"W	35.36
C3	192.76	300.00	36°48'50"	S16°41'46"W	189.46
C4	176.61	275.64	36°42'38"	S16°37'26"W	173.60
C5	276.22	340.00	46°32'51"	S66°57'34"E	268.68
C6	78.54	50.00	90°00'00"	N88°41'09"W	70.71
C7	78.54	50.00	90°00'00"	N1°18'51"E	70.71
C8	211.23	260.00	46°32'51"	N66°57'34"W	205.46
C9	39.91	25.00	91°28'42"	S44°01'44"W	35.81
C10	20.50	250.00	4°41'57"	S4°03'35"E	20.50

GRAPHIC SCALE
1 inch = 100 ft.

CENTER OF SECTION 28 TPOB

LAMB WESTON
1-2808-300-0000-000

MONUMENT LEGEND
- FOUND 3" BRASS CAP IN MONUMENT CASE
- FOUND 5/8" REBAR STAMPED PERMIT SURVEYING P.L.S. #32445, UNLESS OTHERWISE NOTED.
- CALCULATED POINT, NOT FOUND OR SET
- SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 54534"
- SET 2.5" BRASS CAP IN MONUMENT CASE 54534"

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AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ______ DAY OF ____________, 20____ AT ______ MINUTES PAST ________M., AND RECORDED IN BOOK ____ OF SHORT PLATS, PAGE _______ AT THE REQUEST OF ASHLEY D. GARZA.

BENTON COUNTY AUDITOR ________________________

FEE NO. ________________________

SURVEYOR'S CERTIFICATE

I, ASHLEY D. GARZA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, BASED ON MY KNOWLEDGE, INFORMATION, AND BELIEF, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

ASHLEY D. GARZA
CERTIFICATE NO. 54534

ASHLEY D. GARZA STATE OF WASHINGTON PROFESSIONAL LAND SURVEYOR
PRELIMINARY

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

DATE:	11/24/20
SCALE:	1"=100'
DRAWN BY:	ADG
APPROVED BY:	ADG
PROJECT:	17100
SHEET 1 OF 2	

Exhibit B

Form of Finder's Fee Agreement

Name of Finder: **Vini Duggal, Managing Broker**

Name of Prospective Purchaser: **Progressive Sales, Inc.**

Effective Date: Date

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as 2573 Clubhouse Lane and legally described on Exhibit A attached (the "Property") and the payment of fees to Finder in the event that the City sells the Property to the Prospective Purchaser (as defined above) within the Term (defined below). Accordingly, the City and Finder hereby agree as follows:

1. In the event that within the Term the City closes the sale of the Property to Prospective Purchaser (the "Sale Transaction"), the City shall pay Finder a commission (the "Fee") of four (4%) percent of the gross purchase price, as set forth in the Purchase and Sale Agreement for the sale of the Property to Prospective Purchaser. The Fee will be paid within five (5) business days of the Closing of the Sale Transaction.

2. A Fee will be payable only with respect to the Sale Transaction provided the Sale Transaction actually closes with Prospective Purchaser with respect to the Property within six (6) months Effective Date hereof (the "Term").

3. This Agreement does not give Finder the authority to speak or act in the City's name or on its behalf, and Finder agrees that it will not make any representation binding upon the City to any third party with respect to the City, the Property, or the Sale Transaction. The City agrees that Finder has made no representation or warranty regarding whether Prospective Purchaser will, in fact, close a Sale Transaction. Finder agrees not to solicit any other prospective purchasers (other than Prospective Purchaser) without the consent of the City and to maintain the confidentiality of all materials provided by the City to Finder in connection with the Property and the engagement of Finder hereunder.

4. Any and all expenses incurred by Finder in connection with any introduction pursuant to this Agreement will be borne by Finder. The City shall pay Finder the Fee with respect to the sale of the Property to Prospective Purchaser within the Term solely as compensation for Finder's role in having introduced the City to the Prospective Purchaser for the Sale Transaction and not for any other services. The City acknowledges and agrees that Finder is not acting as a real estate broker to the City in connection with making any such introduction. Finder acknowledges and agrees that this Agreement represents a non-exclusive arrangement and that the City may pursue other purchasers for the Property.

5. A decision by the City to enter into a purchaser and sale agreement with Prospective Purchaser for the sale of the Property, and the terms of such transaction, shall be made by the City

in its sole discretion, and nothing in this Agreement shall require the City to accept any such proposed Sale Transaction with Prospective Purchaser.

6. This Agreement represents the sole understanding of the parties regarding the subject matter hereof, and may only be amended by a writing signed by all the parties. In the event of any disagreement hereunder, this agreement shall not be construed as having been drafted by either party. In the event of any dispute rising out of this agreement, the prevailing party shall be entitled to receive, without limitation, its reasonable attorney's fees and costs. This agreement shall be governed by the laws of the state of Washington. Each party hereby submits to the exclusive venue of the state court located in Benton County and waives the benefit of *forum non conveniens* or any similar doctrine. Each of the parties agrees to cooperate with the other party and to execute, acknowledge and deliver any and all additional agreements, certificates, instruments, dismissals and documents and to take any and all such further actions, all at no additional cost to the other party and all as may reasonably be deemed necessary or appropriate by the other party to effectuate the intent of this agreement.

7. Each party represents and warrants that it has the full power and authority to execute, deliver and perform this agreement and to do any and all other things reasonably required hereunder. Each of the individuals whose signature appears below hereby represents and warrants that he or she has the actual authority to enter into this agreement on behalf of the entity on whose behalf he or she signs this agreement and does so to the fullest extent of his or her authority whether as an individual, officer, director, shareholder, partner, joint venturer, or otherwise. However, the individuals whose signature appears below acts solely in a representative capacity on behalf of the City and shall have no personal liability hereunder.

8. 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.

9. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. It may be signed in one or more counterparts.

If the foregoing correctly sets forth our agreement and understanding, please so indicate by signing below.

Dated this day day of month, year.

For City of Richland:

____

Kerwin Jensen
Richland Development Services Director

For Finder:

____
Signature

____
Printed Name


KAMAL SINGH – 3.0 ACRES
SANDPIPER LOOP
DORNOCH PL
MONARCH LN
HAWKSTONE CT
PRESTWICK DR
RIVER PARK DR
KINGSGATE WAY
PRIVATE RD
POLAR WAY
TROON CT
RIVER VALLEY DR
SR 240
BRAMASOLE DR
CROSSWATER LOOP
TUSCANNA DR

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Resolution No. 62-21, Establishing the 2021 Docket of Comprehensive Plan Amendments

Department:	Ordinance/Resolution Number:	Document Type:
Development Services	62-21	Resolution

Recommended Motion:
Adopt Resolution No. 62-21, establishing the 2021 Docket of Comprehensive Plan Policies, Maps, and Zoning Code Amendments.

Summary:
The City of Richland accepted applications for Comprehensive Plan and Zoning Code amendments between March 2, 2020 and March 1, 2021. Five (5) requests were received for the 2021 Docket and are described in Exhibit A to Resolution No. 62-21.

Pursuant to RMC 19.90.020, yearly amendments to the Comprehensive Plan and associated development regulations are considered Type IV (legislative) actions. As a result, Council has the authority to determine which items should be considered for further review by the Planning Commission. On April 27, 2021, City Council was updated on the proposals. During the update, the merits of each request was presented by staff. Pursuant to RMC 19.90.060, City Council shall initiate consideration of suggested amendments by motion, which includes a request to the Planning Commission to prepare a recommendation.

At this time, should Council determine that one or more of the requested amendments is not in the best interests of the City and should not be reviewed further by the Planning Commission, Council may move to amend proposed Exhibit A to Resolution No. 62-21 before calling for a vote on the resolution, thereby removing said item(s) from the Docket to be established.

Once approved, the items on the 2021 Comprehensive Plan Policies, Maps, and Zoning Code Amendments Docket will be forwarded to the Planning Commission for formal public hearing, review, and recommendation prior to final review and consideration by Richland City Council.

Staff recommends approval of Resolution No. 62-21.

Fiscal Impact: None.

Attachments:
1. Resolution No. 62-21

RESOLUTION NO. 62-21

A RESOLUTION of the City of Richland establishing the 2021 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments.

WHEREAS, the Growth Management Act (GMA) was passed by the Washington State Legislature in April 1990 and is codified in Chapter 36.70 RCW; and

WHEREAS, pursuant to RCW 36.70A.470(2), each city and county planning under RCW 36.70A.040 must include in its development regulations a procedure for any interested person, including applicants, citizens, hearing examiners, and staff of other agencies, to suggest plan or development regulation amendments; and

WHEREAS, the suggested amendments shall be docketed and considered on at least an annual basis, consistent with the provisions of RCW 36.70A.130; and

WHEREAS, Chapter 19.90 of the Richland Municipal Code, titled Comprehensive Plan and Development Regulation Amendments, establishes the procedures as required by RCW 36.70.A.470(2); and

WHEREAS, five (5) requests were received for the 2021 Docket; and

WHEREAS, on April 27, 2021, the five (5) proposals were presented to Richland City Council during a regular open public meeting; and

WHEREAS, on June 1, 2021, the Richland City Council deliberated on the 2021 Docket proposals, and offered an opportunity for public comment before deciding on the docketed items selected to move forward for consideration through the Comprehensive Plan update process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2021 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments, consisting of the proposals identified on the attached **Exhibit A,** is hereby established.

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 1st day of June, 2021.

____
Ryan Lukson, Mayor

Attest:

____
Jennifer Rogers, City Clerk

Approved as to form:

____
Heather Kintzley, City Attorney

EXHIBIT A

2021 DOCKET

File Number: **CPA2021-102 & Z2021-101**
Applicant: **Sienna Hills Development, LLC – Sienna Hills**

Sienna Hills Development, LLC is proposing to amend the Land Use Map for approximately 1.82 acres from Badger Mountain Subarea Plan – Commercial (BMC) to Badger Mountain Subarea Plan – Medium Density Residential (BMMDR) and underlying zoning district from Commercial Limited Business (C-LB) to Medium-Density Residential (R-2). (Parcel Number 134983000001005).

File Number: **CPA2021-103 & Z2021-103**
Applicant: **City of Richland & Pahlisch Homes – Horn Rapids/Village Parkway**

The City of Richland Economic Development Department, in cooperation with Pahlisch Homes, is proposing to amend the Land Use Map to change the current land use designation for approximately 21 acres of land within the Horn Rapids residential development from Public Facility to High Density Residential, and the underlying zoning district from Parks & Public Facilities (PPF) to Multiple Family Residential (R-3). (Portion of Parcel Numbers 120083000009013 & 120083020005000).

File Number: **CPA2021-104 & Z2021-104**
Applicant: **Sienna Hills Development, LLC – C&M Nursery**

AHBL, on behalf of NC Ventures, LLC (owner), is proposing to amend the Land Use Map for Parcel Number 104984000001000 to be all Commercial and to rezone the parcel to be all General Business (C-3). The parcel is approximately 6.9 acres in size and the southern portion of the subject property is currently designed Agriculture while the majority of the site is zoned Agriculture (AG) with a small portion zoned General Business (C-3). (Parcel Number 104984000001000).

File Number: **CPA2021-105 & Z2021-105**
Applicant: **Hayden Homes, LLC – Clearwater Creek**

Hayden Homes, LLC is proposing to amend the Land Use Map for approximately 10.43 acres from Commercial to Medium-Density Residential and rezone the site from Neighborhood Retail Business (C-1) to Medium Density Residential Small (R-2S). (Parcel Number 101881030000009).

File Number: **CPA2021-106 & Z2021-106**
Applicant: **Sienna Hills Development, LLC – Tim Bush 400 Thayer Drive**

Tim Bush, on behalf of New Heights Baptist Church (owner), is proposing to amend the Land Use Map for approximately .44 acres of land from Low Density Residential to High Density Residential and rezone the site from Single-family Residential -12,000 (R-1-12) to Multiple-Family Residential (R-3). (Portion of Parcel Number 115981020400007).

2021 Docket Schedule (Tentative)

- **March 1, 2021 = Application Deadline**
- **April 27, 2021 = City Council Workshop**
- **June 1, 2021 = City Council Establishes Docket**
- **June 2, 2021 = Initiate Public Hearing and Dept. of Commerce 60-Day Review and SEPA Process**
- **July 14, 2021 = Planning Commission Workshop**
- **July 28, 2021 = Planning Commission Public Hearing**
- **September 7, 2021 = City Council Adoption Hearing – First Reading**
- **September 21, 2021 = City Council Adoption Hearing – Second Reading**

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Resolution No. 63-21, Authoring an Interagency Agreement with the Department of Ecology in Support of Hanford Communities

Department:	Ordinance/Resolution Number:	Document Type:
City Manager	63-21	Resolution

Recommended Motion:
Adopt Resolution No. 63-21, authorizing the City Manager to sign and execute an agreement with the Department of Ecology in support of Hanford Communities.

Summary:
Since 2005, the counties of Benton and Franklin and the cities of Richland, Kennewick, Pasco and West Richland (the "Participating Jurisdictions") have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities. A succession of interlocal agreements were executed in 2005, 2009, 2014, and 2016. The current interlocal agreement executed by the Participating Jurisdictions added the city of West Richland, and is valid from January 1, 2017 to December 31, 2021. The purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation, and the policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford.

On April 16, 2020, the Participating Jurisdictions executed a First Amendment to the Hanford Communities Interlocal Agreement to allow TRIDEC to serve as the Operating Jurisdiction of Hanford Communities. To facilitate this transition, the City of Richland, on behalf of Hanford Communities, renewed the contract with the Washington State Department of Ecology to help Ecology meet its goal to support and engage the entities that comprise the Hanford Communities. This agreement expires on June 30, 2021.

A new funding agreement with the Department of Ecology is now required. Because the City of Richland, as former Operating Jurisdiction for Hanford Communities, has a long-standing contractual relationship with the Department of Ecology on behalf of Hanford Communities, Richland is willing to continue to contract on behalf of Hanford Communities. This approach will ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology.

Staff recommends adoption of Resolution No. 63-21.

Fiscal Impact: The City of Richland is serving as a pass-thru for the benefit of Hanford Communities. This agreement does not directly impact the City of Richland's budget.

Attachments:
1. Resolution No. 63-21
2. Draft COR-Hanford Communities IAA July 1, 2020 to June 30, 2022

RESOLUTION NO. 63-21

A RESOLUTION of the City of Richland authorizing an interagency agreement with the Washington State Department of Ecology on behalf of Hanford Communities.

WHEREAS, Since 2005, the counties of Benton and Franklin and the cities of Richland, Kennewick, Pasco and West Richland (the "Participating Jurisdictions") have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities; and

WHEREAS, the purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation, and the policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford; and

WHEREAS, the current interlocal agreement executed by the Participating Jurisdictions added the city of West Richland, and is valid from January 1, 2017 to December 31, 2021; and

WHEREAS, on April 16, 2020, the Participating Jurisdictions executed a First Amendment to the Hanford Communities Interlocal Agreement to allow TRIDEC to serve as the Operating Jurisdiction of Hanford Communities; and

WHEREAS, to facilitate this transition in 2020, the City of Richland, on behalf of Hanford Communities, renewed the contract with the Washington State Department of Ecology to help Ecology meet its goal to support and engage the entities that comprise the Hanford Communities; and

WHEREAS, the current agreement with the Department of Ecology in support of Hanford Communities expires on June 30, 2021; and

WHEREAS, the City of Richland, as former Operating Jurisdiction for Hanford Communities, has a long-standing contractual relationship with the Department of Ecology on behalf of Hanford Communities; and

WHEREAS, the City of Richland is willing to continue to contract with the Department of Ecology on behalf of Hanford Communities to ensure that all Participating Jurisdictions continue to receive the benefit of the funding made available by the Department of Ecology.

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 interagency agreement with the Washington State Department of Ecology in support of Hanford Communities.

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 1st day of June, 2021.

Ryan Lukson, Mayor

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. (will be assigned by Contracts Unit)

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF RICHLAND (HANFORD COMMUNITIES)

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the City of Richland, on behalf of and hereinafter referred to as the "HANFORD COMMUNITIES," and "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the purpose of this Agreement is for HANFORD COMMUNITIES to continue work started under ECOLOGY Contract No. C9900100, to help ECOLOGY meet its goal to support and engage the entities that comprise the Hanford Communities. The Hanford clean-up effort began 30 years ago, and is expected to continue for at least another 50 years. During this long project, public support and involvement remains critical, both to ensure that the clean-up remains responsive to public needs and expectations, and to ensure continued political support for the significant federal funding required to do the work. The local communities – citizens, governments, and businesses – are most directly affected and potentially most influential on both public clean-up oversight and advocacy for adequate funding; and

WHEREAS, ECOLOGY and the HANFORD COMMUNITIES intended to approve this Agreement, but due to administrative oversight, there was a delay in timely initiation of this Agreement; and

WHEREAS, ECOLOGY has legal authority authority (RCW 70.105 Hazardous Waste Management Act), and the City of Richland has legal authority under RCW 35.21.010 and pursuant to the Hanford Communities Interlocal Agreement (Richland Contract No. 22-94) that allows each party to undertake the actions in this Agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

HANFORD COMMUNITIES shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in **Appendix A**, *Statement of Work and Budget,* attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on July 1, 2021, and be completed by June 30, 2022, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is Mixed Waste Fee. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed one hundred thousand dollars ($100,000.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in **Appendix A**, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington Department of Ecology Nuclear Waste Program Attn: Randy Bradbury 3100 Port of Benton Blvd. Richland, WA 99354

Payment requests may be submitted on a quarterly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supporting documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website: https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this Agreement will be in accordance with all current, applicable federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable federal and state of Washington statutes, regulations, and rules.
b. Mutually agreed upon written amendments to this Agreement.
c. This Agreement, number .
d. Appendix A, *Statement of Work and Budget*.
e. Appendix B, *Special Terms and Conditions.*
f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for performance. When federal funding is involved, additional contractor and subcontractor requirements and reporting will apply. Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The HANFORD COMMUNITIES Representative is:
Name: Randy Bradbury Address: 3100 Port of Benton Blvd. Richland, WA 99354 Phone: (509) 420-3874 Email: RBRA461@ecy.wa.gov	Name: Jon Amundson Address: 625 Swift Boulevard, MS-04 Richland, WA 99352 Phone: (509) 942-7380 Email: jamundson@ci.richland.wa.us

24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington Department of Ecology	**City of Richland, Hanford Communities**
By:	By:
Signature Date	Signature Date
Print Name: David Bowen	Print Name: Jon Amundson
Title: Nuclear Waste Program Manager	Title: Richland Interim City Manager

APPENDIX A
STATEMENT OF WORK AND BUDGET

Introduction

ECOLOGY and HANFORD COMMUNITIES initiated work under Contract C9900100 in 1999. Contracts have been continued every year. HANFORD COMMUNITIES has a unique role and a credible voice to generate local awareness and involvement in Hanford clean-up efforts. This Agreement ensures that it has sufficient funding to continue with its work to inform and generate local public involvement in the Hanford clean-up. In 2020, the contract tool was updated to the Interagency Agreement form. ECOLOGY and HANFORD COMMUNITIES agreed to incorporate new, more dynamic communication tools and activities as described below.

Task 1

Continue to expand new "hanfordcommunities.org" website. Work to maintain a more dynamic presence, reflecting new developments and changing circumstances relating to Hanford. Promote the website on social media.

- **Quarterly:** Provide website analytics to show changes – growth and areas for improvement.

Task 2
Continue to enhance the Hanford Communities presence on social media platforms and continue to build audiences on each platform.

- **Quarterly:** Provide analytics to track engagement.

Task 3
Distribute Hanford Communities newsletters digitally. Consider shorter, more frequent distributions.

- **Quarterly**: Report number of digital distributions; number of recipients per digital distribution.

Task 4
Maintain and support a Hanford speaker's bureau. Seek out opportunities for officials and experts affiliated with any of the member governments constituting Hanford Communities and coordinate appearances before groups interested in hearing about current or historic Hanford events and issues. Reach out to organizations statewide to solicit appearances on behalf of the Department of Ecology's Nuclear Waste Program to make presentations relating to the history, ongoing issues and education about Ecology's regulatory activities.

- **Quarterly**: Report number of Speakers Bureau events.

Task 5
Work to incorporate or maintain the following principles in ongoing communications:

- Maintain website with updated and relevant information.
- Share information about public meetings, comment periods, and other public engagement opportunities on website, social media platforms, and with newsletter recipients.
- Publication of (at least) three newsletters annually.
- Create content that is relatively brief, easily digestible and shareable.
- As the need arises, coordinate and/or support 'town hall' events that engage and inform the community.

- Seek opportunities for interviews on local radio stations and potentially establish reoccurring updates or appearances.
- Seek opportunities to build relationships with established and credible online news sources (web series, podcasts, etc.) and coordinate interviews and appearances when possible.

➢ **Quarterly**: Report on activities – number of public meetings, newsletters, relationship-building and other achievements covered in this list.

Budget
July 1, 2021 – June 30, 2022

Total Staffing Costs	$68,000
Support Services Contract	$30,000
Production, Printing & Mailing	$ 2,000
Total Contract	**$100,000**

APPENDIX B
SPECIAL TERMS AND CONDITIONS

1) A Quarterly status report is required to document status and completion of planned work as described in **Appendix A,** *Statement of Work and Budget.*

2) Quarterly meetings will be conducted between both listed representatives to discuss emerging contract issues, and to document any workload adjustments through the contract term.

3) Archaeological and Cultural Resources:

   CONTRACTOR shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources.

   CONTRACTOR agree to hold harmless, to the extent permitted by law, ECOLOGY in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to CONTRACTOR's negligence.

   If CONTRACTOR enters into a subcontract(s) with a non-state entity to perform some or all of the Agreement's work, CONTRACTOR must include the following language in the subcontractor's agreement, "The subcontractor agrees to hold harmless ECOLOGY in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the subcontractor's negligence."

   CONTRACTOR shall:

   a) Contact ECOLOGY to discuss any Cultural Resources requirements for the project:
      - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
      - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
      - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

   b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

   CONTRACTOR shall:

   - Keep the IDP at the project site.
   - Make the IDP readily available to anyone working at the project site.
   - Discuss the IDP with staff and contractors working at the project site.
   - Implement the IDP when cultural resources or human remains are found at the project site.

   c) If any archeological or historical resources are found while conducting work under this Agreement:
      - Immediately stop work and notify ECOLOGY, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

   d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local law enforcement agency or Medical Examiner/Coroner's Office, and then ECOLOGY.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4) Environmental Data Standards:

a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:

- Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:
Resolution No. 64-21, Authorizing a Third Restated BiCounty Police Information Network (BI-PIN) Interlocal Agreement

Department:	Ordinance/Resolution Number:	Document Type:
City Manager	64-21	Resolution

Recommended Motion:
Adopt Resolution No. 64-21, authorizing the City Manager to sign and execute an interlocal agreement with the counties of Benton and Franklin and the cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser for the BiCounty Police Information Network (BI-PIN).

Summary:
The Interlocal Cooperation Act allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community. In 1982, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland entered into the first interlocal agreement regarding the BiCounty Police Information Network (BI-PIN). The purpose of BI-PIN is to allow for the joint exercise of a regional criminal justice record and information system to promote the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of law enforcement agencies through crime analysis and investigative support functions.

The records management system relied upon for many years, I/Leads, is being sunsetted in favor of a Tyler Technologies product, which will launch in the near future. At this time, the counties of Benton and Franklin and the cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser, through their respective law enforcement departments, desire to jointly utilize this upgraded and expanded law enforcement records management system which will be operated by the City of Kennewick's Information Technology Division. To accomplish this, the BI-PIN members intend to rescind the existing BI-PIN Interlocal Agreement and enter into a Third Restated BI-PIN Interlocal Agreement to clearly set forth existing and future obligations and objectives of the parties thereto, and to account for possible new members and the obligations that would apply to new members.

Staff recommends adoption of Resolution No. 64-21.

Fiscal Impact:	The total amount to be allocated annually will be determined by taking total expenditures less any outside revenue sources. Each member agency will be assessed an annual base fee of $10,000. The base contributions will be deducted from the remaining budget amount to be allocated. The balance of the annual budget will be split 50/50 between law enforcement and jail management based on number of cases for law enforcement agencies and number of jail bookings for jail agencies.

Attachments:
1. Resolution No. 64-21
2. Draft 2021 Third Restated BI-PIN Interlocal Agreement

RESOLUTION NO. 64-21

A RESOLUTION of the City of Richland authorizing a Third Restated BiCounty Police Information Network (BI-PIN) Interlocal Agreement with the counties of Benton and Franklin and the cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser.

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an interlocal agreement in 1982 which created the BiCounty Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal Agreement was amended in 1988, 1992, 1995 and 2003, and fully restated in 2009; and

WHEREAS, the restated BI-PIN Interlocal Agreement was restated a second time in 2011 and amended in 2012; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Technology Division; and

WHEREAS, the parties intend to rescind the existing BI-PIN Interlocal Agreement and enter into a Third Restated BI-PIN Interlocal Agreement to clearly set forth existing and future obligations and objectives of the parties thereto, and to account for possible new members and the obligations that would apply to new members.

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 Restated BiCounty Police Information Network (BI-PIN) Interlocal Agreement with the counties of Benton and Franklin and the cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser.

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 1st day of June, 2021.

Ryan Lukson, Mayor

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

After Recording Return to:
Kennewick City Clerk
P.O. Box 6108
Kennewick, WA 99336

THIRD RESTATED INTERLOCAL COOPERATION
AGREEMENT BETWEEN
THE COUNTIES OF BENTON AND FRANKLIN AND
THE CITIES OF CONNELL, KENNEWICK, PASCO,
RICHLAND, WEST RICHLAND AND PROSSER
(POLICE INFORMATION NETWORK)

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the BiCounty Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and restated in 2009.

WHEREAS, the restated BI-PIN Interlocal was restated again in 2011 and amended in 2012; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Technology Division; and

WHEREAS, therefore the parties wish to rescind the existing BI-PIN Interlocal and enter into this third restated agreement to clearly set forth existing and future obligations and objectives of the parties hereto, and to account for possible new members and the obligations that would apply to new members;

NOW THEREFORE BE IT AGREED, in accordance with the provisions of RCW 39.34.030:

Section 1 — Formation and Purpose of BI-PIN. The Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser hereby establish the BiCounty Police Information Network ("BI-PIN"). Benton County, Franklin County, Kennewick, Pasco and Richland are the five charter agencies ("Charter Agencies") that have enhanced voting rights as set forth in this agreement. In order to assist the participating police and sheriff's departments in the deterrence and solution of criminal incidents, and in recognition of the high cost of technology and operation of information systems, the participating members are entering into this Interlocal agreement to continue to jointly utilize a common law enforcement and jail records management system for the following purposes:

- Increase access to local incident and want/warrant information.
- Enhance the sharing of information among the criminal justice agencies.
- Improve availability of operational and management information.
- Provide for increased responsiveness to crime analysis and investigative support functions.
- Reduce the need for redundant data entry and duplicate data files.
- Provide for improved protection against loss or destruction of criminal information files.

Section 2 — Organization of BI-PIN. In order to provide for the on-going administration of BI-PIN, the following organizational structure is adopted for the organization:

2.1 Executive Committee. The Executive Committee is composed of the City Managers, City Administrators, and County Administrators or their designee, as appropriate, from each of the member agencies and each shall be a voting member. A liaison from the Bi-County Police Chiefs and Sheriffs and from Benton County Emergency Services shall be ex officio, non-voting members.

A chairman shall be elected by the Executive Committee and will serve a five-year term with no limit as to the number of consecutive five-year terms that may be served. The Executive Committee will meet at least quarterly or more often as required. The committee will keep minutes of its meetings, and copies of these minutes shall go to all members of the committee.

It is the responsibility of the Executive Committee to set policies regarding all aspects of BI-PIN activities, approve contracts which shall be signed by the chairman, review the cost sharing methodology set forth in Section 5.3 annually as part of the budget, approve the proposed annual budget and work program, set the cost recovery for new BI-PIN members, and make final decisions on adoption of software applications and minimum hardware requirements for systems that are owned or operated by BI-PIN, or for systems owned by parties to this agreement that interface with BI-PIN.

2.2 Technical Committee. The technical committee is composed of the Information Systems Manager (or equivalent position) of each of the BI-PIN member agencies and Benton County Emergency

Services. The Operating Jurisdiction's IT Manager will chair the Technical Committee. The Technical Committee will provide recommendations through the Operating Jurisdiction to the Executive Committee on technical decisions that affect the BI-PIN system. The Technical Committee will meet on an as-needed basis.

2.3 BI-PIN User Change Control Board. The BI-PIN User Change Control Board shall be comprised of representatives of each law enforcement agency from member jurisdictions and a representative from Benton County Emergency Services. This Board shall be responsible for evaluating proposed system changes, recommending software development priorities, actively participating in system selection activities to procure the most appropriate system to meet their respective requirements, and resolving any operational problems to ensure successful joint operation of the system. The IT Manager or delegate of the Operating Jurisdiction shall chair this board.

Section 3 — Operational Responsibility. The City of Kennewick shall be designated the BI-PIN Operating Jurisdiction. The Operating Jurisdiction is solely and completely responsible for operating BI-PIN. The rules, regulations and ordinances of the Operating Jurisdiction, unless otherwise specifically provided for, apply to BI-PIN at all times. Employees supporting BI-PIN are employees of the Operating Jurisdiction. Support personnel for the BI-PIN system software shall be dedicated to the support of the BI-PIN system and any and all costs associated with those employees shall be borne by BI-PIN as a whole. The Operating Jurisdiction will provide all necessary support services for the operation of BI-PIN such as executing contracts on behalf of BI-PIN as approved by the Executive Committee, accounting, legal services, risk management and information technology services. The Operating Jurisdiction is entitled to collect an overhead rate for the performance of its duties, the cost of which shall be included in the BI-PIN Operating Budget. The parties to this Interlocal Agreement acknowledge that by entering into this agreement they authorize the Operating Jurisdiction and BI-PIN, acting through the Executive Committee, to execute a separate Agreement defining the services and responsibilities of both parties.

Section 4 — Ownership of Assets. Ownership interests in property, equipment, or funds acquired by or through BI-PIN shall be shared by all member agencies in proportion to a 3-yr rolling average percentage allocation of each party's contributions.

BI-PIN is responsible for maintenance and upgrades for their software modules & supporting environment. BI-PIN is not responsible for the maintenance and upgrade of BCES or any specific agency owned modules or interfaces.

Section 5 — Participation in BI-PIN. Recognizing that BI-PIN member agencies benefit from the participation of all local jurisdictions, BI-PIN wants to promote and encourage inclusion of all agencies interested in joining BI-PIN. To facilitate this effort, BI-PIN has adopted the following policies regarding joining and membership of additional local agencies in the BI-PIN local governmental agency:

5.1 Adding Members by Addendum. When the BI-PIN Executive Committee decides by majority vote to grant membership to a new jurisdiction, the new member agency shall become a member of BI-PIN upon satisfaction of the buy-in and software/infrastructure obligations, and upon execution of an addendum to this agreement signed by the Executive Committee Chair and the Mayor or Chairperson of the joining jurisdiction.

5.2 Membership Buy-ln.

- Participation in BI-PIN by new member agencies will require a majority vote by the BIPIN Executive Committee.
- Buy-in of membership to the BI-PIN interlocal agency will be based on a per-capita fee. The fee will be set at $3.52 per capita beginning in 2020 and inflated using the Seattle CPI-U factor to increase the per capita fee to reflect the time value of money for any future buy-ins.
- The BI-PIN Executive Committee will set minimum requirements for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.
- All hardware and connectivity costs associated with participation in BI-PIN will be born by the appropriate agency.

5.3 Operations Cost Sharing Formula.
The formula for distribution of BI-PIN's operations costs will be distributed in the following method.

- The total amount to be allocated annually will be determined by taking total Expenditures less any outside Revenue sources. Outside Revenue sources include Non-Member Fees and Interest Earnings.
- Each member agency will be assessed an annual base fee of $10,000. The base contributions will be deducted from the remaining budget amount to be allocated.
- The balance of the annual budget will be split 50/50 between law enforcement and jail management based on number of cases for law enforcement agencies and number of jail bookings for jail agencies.

5.4 Voting power of member agencies. All matters to be decided by the Executive Committee shall be determined by simple majority of votes cast by member agencies present after a quorum is called; provided, however, any vote shall also require approval of at least four of the five Charter Agencies. A quorum requires a simple majority of member agencies as well as 4 of the 5 Charter Agencies to be present. The five charter agencies are Benton County, Franklin County, Kennewick, Pasco and Richland. All five Charter Agencies are authorized to cast two votes each and all other member agencies are authorized to cast one vote each.

<u>Section 6 — Withdrawal (Replacement)</u>. Any member agency may withdraw from this agreement and membership in BI-PIN by serving a notice of withdrawal upon all members of BI-PIN. This notice shall be given at least one year in advance of the date of withdrawal. Membership shall terminate on the last day of the calendar year. Upon withdrawal from membership, the member agency shall receive no further distribution of income proceeds and all software must be uninstalled by the withdrawing agency. The withdrawing member shall pay its pro-rata share of any outstanding obligations incurred up to the effective date of withdrawal under the formula outlined in section 5.3 of this agreement. The withdrawing member(s) shall be provided with all outstanding obligations within 45 days of the effective date of withdrawal. Upon such receipt, the withdrawing member(s) shall pay all outstanding obligations within 45 days of receipt. The outstanding contribution(s) shall include all amounts due to BI-PN and any cost directly associated with the member's withdrawal.

Section 7 — Termination of Agreement. This agreement may be terminated upon a resolution to terminate this agreement. Such resolution shall require approval of at least four of the five Charter Agencies. Upon adoption of a resolution to terminate this agreement, the effective date of termination shall be determined by a simple majority of all votes cast. However, in no event shall the termination date be more than one hundred and eighty days (180) from the date of the resolution. After the effective date of termination, the activities of BI-PIN shall cease and no further business shall be conducted nor shall any financial obligations be incurred. In the event of termination of this agreement, each member agency shall be responsible for its pro-rata share of any remaining costs or penalties under the formula outlined in section 5.3 of this agreement. In the event of termination, BI-PIN shall immediately provide notice of termination to each known creditor and party in which BIPIN has a contractual relationship. All parties to this agreement shall be obligated to participate in the winding-up of BI-PIN-related activities which shall include: collection of any outstanding payables, the payment of any outstanding obligations, satisfaction of any and all contractual obligations, and the distribution of assets. To the extent legally permissible and upon written request, the Operating Jurisdiction shall provide a copy of any or all data belonging to BI-PIN to any requesting member agency on the most feasible medium in return for the actual cost of such copy. Any remaining assets owned by BI-PIN prior to termination will be distributed back to the member agencies based on their pro-rata share in BI-PIN as outlined in the cost allocation methodologies in the BIPIN Policies. In the event of termination, an existing member or members may negotiate for the acquisition of software, data, and other information specific to that member or member's jurisdiction to the extent permitted by the terms of any applicable software licensing agreements. Nothing shall prevent the parties from negotiating the release of software, data, or other information that is specific to one member.

Section 8 — Security of Data. Each member agency shall safeguard, by appropriate means, the confidentiality of the information contained in the BI-PIN system. Additionally, each member agency shall maintain network security that meets FBI and industry standards for any network that may interact with the Operating Jurisdiction's network.

Each member agency will protect access with specific sign-on controls and procedures as developed by the BI-PIN Technical Advisory Committee with the approval of the Executive Committee. The Operating Jurisdiction is responsible for maintaining the security of the BI-PIN network based on FBI and industry standards.

Section 9 — Liability Coverage. Each member agency shall be solely responsible for its own wrongful or negligent conduct. Each member agency promises to indemnify and hold harmless and release all other member agency from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the member agencies or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a member agency to exercise any right, defense, or remedy which a member agency may have with respect to third parties or the employee(s) whose action or inaction gave

rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.

3. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her member agency employer, should that employer voluntarily elect to make said payment. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Section 10 — Term of Agreement. This agreement shall become effective upon the execution of this agreement by all the parties identified above. Once effective, this third restated agreement shall run to December 31, 2025 and shall continue thereafter for successive five year periods, unless a member requests a revision of the agreement by giving notice in writing to all other members at least 180 days before the expiration date of the agreement; such requested revision must be approved by each member agency as an amendment pursuant to section 12 below.

Section 11 — Recordkeeping. The Operating Jurisdiction shall be responsible for maintaining accurate records including accurate records of expenditures made during the year and the purpose they were made. On an annual basis, the Operating Jurisdiction shall provide the member agencies with an operating and financial report.

Section 12 — Entire Agreement. This agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements, including all prior BI-PIN Interlocal Agreements and amendments. This agreement may be altered or modified only in writing signed by the parties hereto.

IN WITNESS THEREOF, the parties have set their hands this ___ day of __________, 2021.

Signature pages to follow.

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 1

CITY OF KENNEWICK

____
Marie E. Mosley
City Manager

ATTEST:

____
Terri L. Wright
City Clerk

APPROVED AS TO FORM:

____
Lisa Beaton
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 2

CITY OF RICHLAND

____
Jon Amundson
Interim City Manager

ATTEST:

____
Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

____
Heather Kintzley
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 3

CITY OF PASCO

____
David Zabell
City Manager

ATTEST:

____
Debra C. Barham
City Clerk

APPROVED AS TO FORM:

____
Kerr Ferguson Law, PLLC
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 4

COUNTY OF BENTON

____
Jerome Delvin
Chairman

ATTEST:

____
Cami McKenzie
Clerk of the Board

APPROVED AS TO FORM:

____
Ryan K. Brown
Deputy Prosecuting Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 5

COUNTY OF FRANKLIN

____
Clint Didier
Chairman

ATTEST:

____
Karin Milham
Clerk of the Board

APPROVED AS TO FORM:

____
Jennifer Johnson
Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 6

CITY OF CONNELL

____
Lee Barrow
Mayor

ATTEST:

____
Marissa Ortiz
City Clerk

APPROVED AS TO FORM:

____
Dan Hultgrenn
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 7

CITY OF PROSSER

____
Randy Taylor
Mayor

ATTEST:

____
Rachel Shaw
City Clerk

APPROVED AS TO FORM:

____
Howard Saxton
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 8

CITY OF WEST RICHLAND

____

Brent Gerry
Mayor

ATTEST:

____

Stephanie Haug
City Clerk

APPROVED AS TO FORM:

____

Bronson J. Brown
City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 | Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:
Resolution No. 66-21, Authorizing Award of Bid to, and Execution of a Construction Contract with, ESF Solutions for the Van Giesen/Thayer Intersection Improvements Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	66-21	Resolution

Recommended Motion:
Adopt Resolution No. 66-21, authorizing the City Manager to sign and execute a construction contract with ESF Solutions for the Thayer/Van Giesen Intersection Improvements project.

Summary:
The 2021-2026 Capital Improvement Plan and the 2021-2026 Transportation Improvement Program each include a project titled Van Giesen/Thayer Intersection Improvements. This project is intended to improve travel safety at the intersection, which has been identified by State and local analysis as having a history of crashes at a higher rate than other similar intersections. The project will construct a roundabout to achieve these safety improvements.

All project development and design work to advance the project to construction is complete. Bids were solicited in accordance with the City's purchasing policies. On May 25, 2021, two (2) bids were received and opened, the lowest of which was submitted by ESF Solutions.

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, the Transportation Improvement Program, and its design.

Staff recommends adoption of Resolution No. 66-21.

Fiscal Impact:	This project is funded almost entirely by a Washington State Department of Transportation grant, as indicated in the current Capital Improvement Plan. Current available budget is $702,178 which will be utilized for construction, construction oversight and contingency.

Attachments:
1. Resolution No. 66-21
2. Van Giesen/Thayer Vicinity Map
3. Van Giesen/Thayer - Bid Tab

RESOLUTION NO. 66-21

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract with ESF Development, LLC, d.b.a. ESF Solutions, for the Van Giesen/ Thayer Roundabout project.

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) and the 2021–2026 Transportation Improvement Program (TIP) both include a project titled Van Giesen/ Thayer Intersection Improvements (the “Project”); and

WHEREAS, the Project is intended to improve travel safety at this intersection, which has been identified by State and local analysis as having a history of crashes at a higher rate than similar intersections; and

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with two (2) bids received and opened on May 25, 2021; and

WHEREAS, ESF Solutions submitted the lowest responsible bid of the two (2) 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 Capital Improvement Plan, Transportation Improvement Program, 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 ESF Solutions in the amount of $639,311.82, and to execute change orders in an aggregate amount not to exceed $75,000 as needed to fulfill the Project’s intent.

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 1st day of June, 2021.

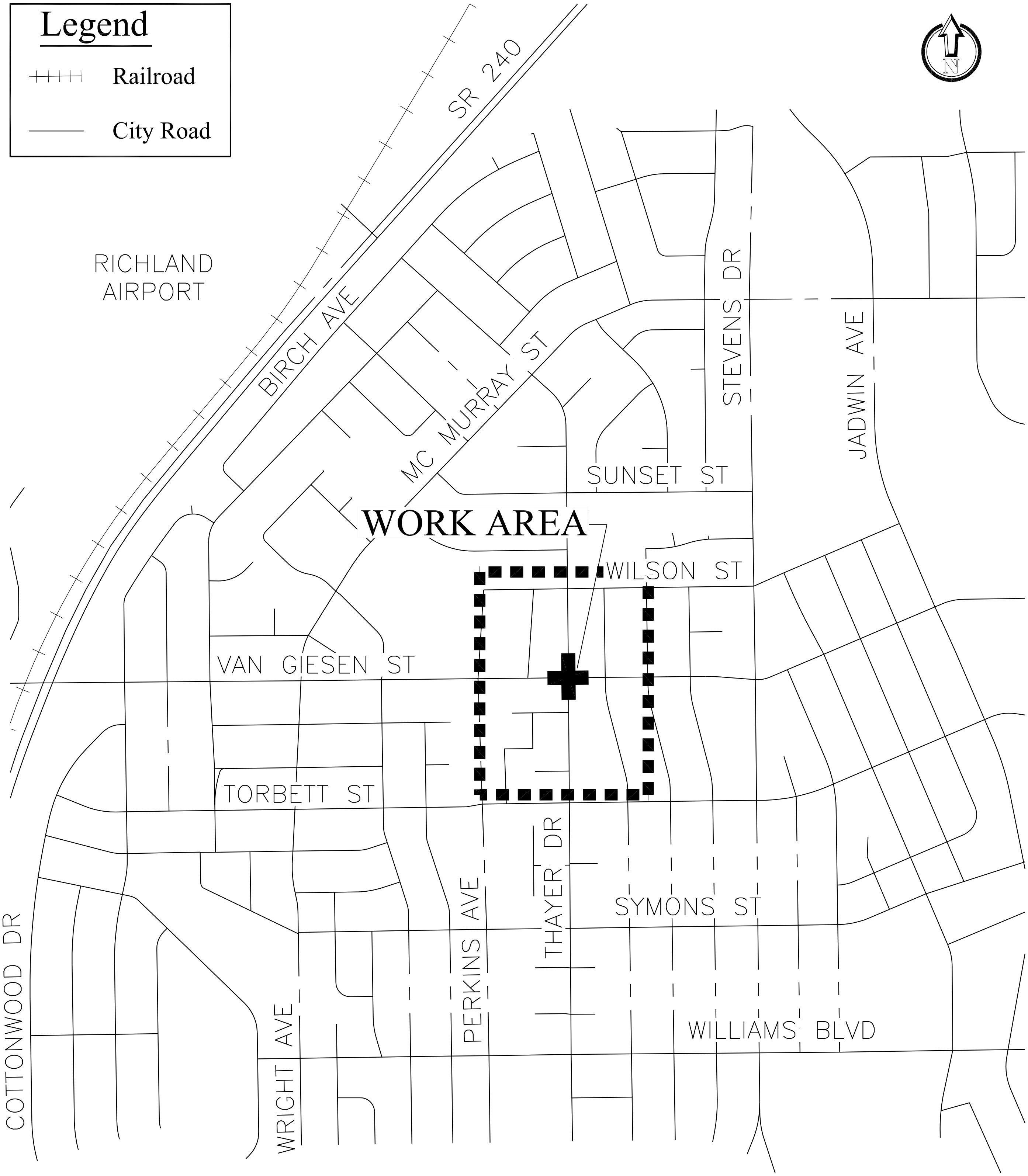
Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



VAN GIESEN / THAYER INTERSECTION IMPR

CITY OF RICHLAND

CONTRACT #21-0047

FED. AID NO. HSIP-000S(530)

Richland
Washington

DATE: 4-30-2021
DRAWN BY: JC
SCALE: 1" = 1000'
CAD DWG: THAYER-VAN GIESEN RAB_COVER

City of Richland

DATE BIDS OPENED: May 25, 2021	ITB # 21-0047
VAN GIESEN / THAYER INTERSECTION IMPROVEMENTS	

				ENGINEER'S ESTIMATE		ESF DEVELOPMENT, LLC WALLA WALLA, WA		ALLSTAR CONSTRUCTION RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - GENERAL/STREET/STORM								
A-1	Mobilization.	1	LS	$55,000.00	55,000.00	61,000.00	61,000.00	42,607.00	42,607.00
A-2	Removal of structures & obstructions.	1	LS	28,000.00	28,000.00	55,000.00	55,000.00	55,521.00	55,521.00
A-3	Remove cement concrete sidewalk.	465	SY	25.00	11,625.00	20.00	9,300.00	35.34	16,433.10
A-4	Remove cement concrete curb & gutter.	920	LF	15.00	13,800.00	10.00	9,200.00	15.09	13,882.80
A-5	Roadway excavation including haul.	575	CY	25.00	14,375.00	31.00	17,825.00	91.88	52,831.00
A-6	Embankment compaction.	80	CY	20.00	1,600.00	30.00	2,400.00	59.40	4,752.00
A-7	TV inspection of storm pipe.	233	LF	5.00	1,165.00	5.00	1,165.00	9.59	2,234.47
A-8	Catch basin Type 1.	2	EA	2,000.00	4,000.00	2,090.00	4,180.00	1,652.82	3,305.64
A-9	Shallow storm drain CB manhole.	1	EA	3,000.00	3,000.00	3,400.00	3,400.00	5,270.00	5,270.00
A-10	Connect existing 12" concrete storm pipe to manhole.	1	EA	1,000.00	1,000.00	1,500.00	1,500.00	1,020.00	1,020.00
A-11	Solid wall PVC storm sewer pipe, 12" diameter.	95	LF	50.00	4,750.00	90.00	8,550.00	128.36	12,194.20
A-12	Imported pipe zone bedding.	95	LF	2.00	190.00	1.00	95.00	7.43	705.85
A-13	Imported pipe zone backfill.	95	LF	2.00	190.00	1.00	95.00	54.54	5,181.30
A-14	Underground utility crossing-marked & unmarked.	1	EA	500.00	500.00	1,000.00	1,000.00	590.00	590.00
A-15	Crushed surfacing base course.	450	CY	60.00	27,000.00	90.00	40,500.00	121.53	54,688.50
A-16	Crushed surfacing top course.	150	CY	90.00	13,500.00	116.00	17,400.00	254.07	38,110.50
A-17	HMA CL. 1/2" pg 64H-28	400	TON	90.00	36,000.00	115.00	46,000.00	126.66	50,664.00
A-18	Soil residual herbicide.	1,690	SY	0.50	845.00	0.50	845.00	1.00	1,690.00
A-19	Job mix compliance price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-20	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-21	Asphalt cost price adjustment.	1	CALC	500.00	500.00	500.00	500.00	500.00	500.00
A-22	Cement concrete traffic curb & gutter (Curb 1).	525	LF	35.00	18,375.00	60.00	31,500.00	53.76	28,224.00
A-23	Cement concrete traffic curb & gutter (Curb 2).	870	LF	35.00	30,450.00	47.00	40,890.00	64.96	56,515.20
A-24	Cement concrete traffic curb & gutter (transitions).	40	LF	40.00	1,600.00	105.00	4,200.00	87.36	3,494.40
A-25	Cement concrete patterned (9" concrete).	115	SY	150.00	17,250.00	210.00	24,150.00	201.60	23,184.00
A-26	Cement concrete patterned (6" concrete).	125	SY	100.00	12,500.00	190.00	23,750.00	156.80	19,600.00
A-27	Cement concrete sidewalk.	415	SY	65.00	26,975.00	80.00	33,200.00	61.60	25,564.00
A-28	Cement concrete driveway entrance Type 1.	30	SY	150.00	4,500.00	113.00	3,390.00	100.80	3,024.00
A-29	Cement concrete driveway entrance Type 2.	100	SY	150.00	15,000.00	113.00	11,300.00	100.80	10,080.00
A-30	Cement concrete curb ramp Type perpendicular.	5	EA	2,000.00	10,000.00	2,500.00	12,500.00	3,136.00	15,680.00
A-31	Cement concrete curb ramp Type parallel.	3	EA	2,000.00	6,000.00	2,500.00	7,500.00	3,136.00	9,408.00
A-32	Modified retaining wall (concrete).	95	SF	45.00	4,275.00	85.00	8,075.00	212.80	20,216.00
A-33	Chain link fence (3') w/concrete mow strip.	156	LF	60.00	9,360.00	30.00	4,680.00	418.22	65,242.32
A-34	Cedar fence (3').	67	LF	40.00	2,680.00	30.00	2,010.00	98.42	6,594.14
A-35	Adjust manhole.	1	EA	750.00	750.00	1,250.00	1,250.00	263.00	263.00
A-36	adjust valve box.	3	EA	609.00	1,827.00	500.00	1,500.00	199.55	598.65

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Total Price	ESF DEVELOPMENT, LLC WALLA WALLA, WA Unit Price	ESF DEVELOPMENT, LLC WALLA WALLA, WA Total Price	ALLSTAR CONSTRUCTION RICHLAND, WA Unit Price	ALLSTAR CONSTRUCTION RICHLAND, WA Total Price
A-37	monument case, cover and pipe.	1	EA	700.00	700.00	1,000.00	1,000.00	751.00	751.00
A-38	Permanent signing.	1	LS	20,000.00	20,000.00	12,950.00	12,950.00	12,080.00	12,080.00
A-39	Plastic line.	720	LF	1.25	900.00	2.40	1,728.00	1.85	1,332.00
A-40	Plastic wide lane line.	500	LF	2.25	1,125.00	3.00	1,500.00	3.76	1,880.00
A-41	Plastic wide dotted entry line.	90	LF	2.25	202.50	7.00	630.00	5.60	504.00
A-42	Plastic crosswalk line.	608	SF	8.00	4,864.00	10.00	6,080.00	7.40	4,499.20
A-43	Plastic traffic arrow.	4	EA	250.00	1,000.00	250.00	1,000.00	280.00	1,120.00
A-44	Remove plastic line.	240	LF	1.00	240.00	3.00	720.00	3.36	806.40
A-45	Illumination system.	1	LS	50,000.00	50,000.00	33,000.00	33,000.00	35,824.00	35,824.00
A-46	Project temporary traffic control.	1	LS	30,000.00	30,000.00	25,000.00	25,000.00	49,841.00	49,841.00
A-47	Construction signs Class A.	337	SF	25.00	8,425.00	30.00	10,110.00	33.60	11,323.20
A-48	roadway surveying.	1	LS	20,000.00	20,000.00	12,000.00	12,000.00	10,420.00	10,420.00
A-49	ADA features surveying.	1	LS	4,000.00	4,000.00	2,800.00	2,800.00	1,680.00	1,680.00
A-50	Site restoration.	1	LS	50,000.00	50,000.00	10,000.00	10,000.00	14,044.00	14,044.00
A-51	Record drawings (minimum bid $1,000).	1	LS	1,000.00	1,000.00	1,000.00	1,000.00	7,155.00	7,155.00
A-52	SPCC plan.	1	LS	1,000.00	1,000.00	2,500.00	2,500.00	1,009.00	1,009.00
A-53	Erosion control & water pollution prevention.	1	LS	35,000.00	35,000.00	2,500.00	2,500.00	6,384.00	6,384.00
A-54	Type B progress schedule.	1	LS	1,000.00	1,000.00	850.00	850.00	2,278.00	2,278.00
	SCHEDULE A - GENERAL/STREET/STORM SUBTOTAL				**$608,040.50**		**$615,220.00**		**$812,801.87**
	0% SALES TAX				**-**		**-**		**-**
	SCHEDULE A - GENERAL/STREET/STORM TOTAL				**$608,040.50**		**$615,220.00**		**$812,801.87**
	SCHEDULE B - WATER								
B-1	Hydrant assembly.	1	EA	$6,000.00	6,000.00	7,000.00	7,000.00	5,383.00	5,383.00
B-2	Ductile iron pipe for water main 6" diameters (RJ).	28	LF	200.00	5,600.00	50.00	1,400.00	246.23	6,894.44
B-3	Trench safety.	28	LF	2.00	56.00	1.00	28.00	7.92	221.76
B-4	Imported pipe zone bedding.	28	LF	2.00	56.00	1.00	28.00	2.70	75.60
B-5	Imported pipe zone backfill.	28	LF	2.00	56.00	1.00	28.00	32.30	904.40
B-6	Underground utility crossing-marked & unmarked.	1	EA	500.00	500.00	1,250.00	1,250.00	610.00	610.00
B-7	Connect to existing water main.	1	EA	500.00	500.00	1,250.00	1,250.00	3,424.00	3,424.00
B-8	Remove & salvage fire hydrant.	1	EA	1,000.00	1,000.00	1,200.00	1,200.00	475.00	475.00
B-9	Relocate existing water meter 1" diameter/service.	4	EA	1,500.00	6,000.00	2,500.00	10,000.00	1,625.25	6,501.00
	SCHEDULE B - WATER SUBTOTAL				**$19,768.00**		**$22,184.00**		**$24,489.20**
	8.6% SALES TAX				**1,700.05**		**1,907.82**		**2,106.07**
	SCHEDULE B - WATER TOTAL				**$21,468.05**		**$24,091.82**		**$26,595.27**
	SCHEDULE A - GENERAL/STREET/STORM				**$608,040.50**		**$615,220.00**		**$812,801.87**
	SCHEDULE B - WATER				**$21,468.05**		**$24,091.82**		**$26,595.27**
	GRAND TOTAL				**$629,508.55**		**$639,311.82**		**$839,397.14**

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/1/2021 Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:
Ordinance No. 13-21, Amending Richland Municipal Code Section 23.22.040 related to Site Requirements and Development Standards for Minimum Dwelling Unit Requirements in the Central Business District

Department:	Ordinance/Resolution Number:	Document Type:
Development Services	13-21	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 13-21, amending Richland Municipal Code Section 23.22.040 related to site requirements and development standards for minimum dwelling unit requirements in Richland's Central Business District.

Summary:
Mark Fickes of Halverson Northwest Law Group, P.C., on behalf of Fortify Holdings, LLC (Ziad Elsahili), filed an application for a text amendment to RMC 23.22.040 – Site Requirements and Development Standards for Commercial Use Districts. The proposed amendment to RMC 23.22.040 would remove the 500-square foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

The Planning Commission conducted a public hearing on March 24, 2021. No comments regarding the proposal were received during the public hearing, and only those comments attached to the Planning Commission staff report were received prior to the public hearing. During the public hearing, the applicant indicated that the proposed code amendment would allow for smaller dwelling units in the City's CBD and commercial core, thereby improving flexible housing options and potentially increasing housing density in Richland's downtown. The application materials included several references to the goals and policies of Richland's Comprehensive Plan, which support the proposed code amendment.

After deliberation, the Planning Commission directed staff to prepare findings of fact and conclusions of law to support a formal recommendation of approval. On April 28, 2021, the Planning Commission unanimously voted to recommend that City Council approve the proposed removal of the 500-square foot minimum dwelling unit size from the requirements of the CBD. The Planning Commission concluded that the proposed code amendment would result in a variety of housing opportunities, thus fulfilling several policies and goals of Richland's Comprehensive Plan, and would ultimately be in the best interests of the City.

City Council conducted a workshop on the proposed text amendment on Tuesday, May 25, 2021, where staff outlined the merits of the proposal and described various outcomes for this legislative decision, which include approval, denial, or postponement to a future date. Ordinance No. 13-21 is on for first reading, by title only.

Fiscal Impact: None.

Attachments:
1. Ordinance No. 13-21
2. Full Staff Report - CBD Minimum Dwelling Unit Size
3. CA2021-101 Findings of Fact and Conclusions of Law

ORDINANCE NO. 13-21

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 23.22.040 related to site requirements and development standards for commercial use districts.

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

WHEREAS, the City received a code amendment request to remove the minimum dwelling unit size requirement within the Central Business District (CBD); and

WHEREAS, on March 24, 2021, the Planning Commission conducted a public hearing to receive testimony on the proposed code amendment; and

WHEREAS, the Planning Commission recommended the changes reflected herein with regard to site requirements and development standards for commercial use districts.

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

Section 1. Richland Municipal Code Section 23.22.040, entitled Site requirements and development standards for commercial use districts, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 32-11, is hereby amended as follows:

23.22.040 Site requirements and development standards for commercial use districts.

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,000	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback[14]	20 feet	45 feet[1]	0 feet[2]	0 feet[2]	CBD, Parkway, Uptown Districts: 0 feet min. – 20	Note 4,5	Note 4	20 feet

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
					feet max.[3, 11, 13] Medical District: 0 feet min.			
Minimum Side Yard Setback	0 feet[6]	0 feet[7]	None	None	0 feet[6,8]	0 feet[5,9]	0 feet	0 feet[6,8]
Minimum Rear Yard Setback	0 feet[6,8]	0 feet[7]	None	None	0 feet[6,8]	0 feet[5,8,10]	0 feet	0 feet[6,8]
Maximum Building Height[14]	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet[12]	35/55 feet[12]	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	~~500 feet~~N/A	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.

4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.

5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.

6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:

a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.

b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within

50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.

d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).

12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title 26). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1

CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2

CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3

CBD - THE PARKWAY DISTRICT

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:

____
Jennifer Rogers, City Clerk

Approved as to form:

____
Heather Kintzley, City Attorney

Date Published: ___________

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2021-101

PREPARED BY: MIKE STEVENS
MEETING DATE: MARCH 24, 2021

GENERAL INFORMATION:

APPLICANT: FORTIFY HOLDINGS, LLC (ZIAD ELSAHILI)
CA2021-101

REQUEST: TEXT AMENDMENT TO RMC SECTION 23.22.040 – SITE REQUIREMENTS AND DEVELOPMENT STANDARDS FOR COMMERCIAL USE DISTRICTS.

LOCATION: CITYWIDE

REASON FOR REQUEST

Mark Fickes, Halverson Northwest Law Group, P.C. on behalf of Fortify Holdings, LLC (Ziad Elsahili) has filed an application for a text amendment to RMC Section 23.22.040 – Site requirements and development standards for commercial use districts. The proposed amendment to Section 23.22.040 would remove the 500-square foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

ANALYSIS

Staff conducted a workshop with the Planning Commission on March 10, 2021 to discuss the issue and provide the Commission with information about the specific request. The application to amend the code indicates that the proposed code amendment would allow for smaller dwelling units in the City's CBD and commercial core, and that having smaller dwelling units within the CBD would improve flexible housing options and potentially increase housing density in the city's downtown allowing city residents to live closer to where they work. It was also indicated that it could potentially reduce impacts on City roads and infrastructure by having persons live where City infrastructure is already available. The application materials submitted also include references to Goals and Policies of the Comprehensive Plan which support the proposed code amendment.

Specifically, the following Goals and Policies are referred to by the applicant:

Economic Development Goal 6: Encourage vibrant mixed-use areas in Tri-Cities as destinations to live, work, and visit cites the following three (3) policies:

Policy 6: Expand the range of options for housing in areas planned for higher density development.
Policy 7: Support development of higher density housing.
Policy 8: Attract young professionals by promoting their preferred types of jobs, housing, and entertainment options.

Land Use Goal 3: Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 2: Encourage higher residential densities especially in and near the Central Business District Area.
Policy 3: Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

Land Use Goal 6: Develop an attractive and vibrant Central Business District that displays the unique character of Richland.

Policy 2: Designate land use and zoning for higher-density residential uses, mixed-use, and business uses within and adjacent to the Central Business District.

Housing Element Goal 1: Provide a range of housing densities, sizes, and types for all income and age groups of the Richland community.

Policy 1: Ensure that the comprehensive plan and development regulations allow for a variety of housing types, sizes, densities, and lot configurations such as small lot single family housing, multi-family housing, mixed-use development, cluster development, live/work housing, co-housing, accessory dwelling units, single room occupancy units, zero lot line and similar subdivisions, and planned unit developments.

Policy 4: Promote and provide incentives (such as zoning/rezoning, revised regulations, and provision of infrastructure) for infill development and redevelopment, while respecting the character and scale of the existing neighborhood.

Research performed as part of this staff report resulted in staff being unable to find any specific information within its records to accurately determine why the 500-square foot size minimum was adopted by Council other than it appeared to be what the City already had in effect for the Commercial – Limited Business (C-LB) zone. In 2009 the City created the Central Business District (CBD) and Waterfront zoning district and they, along with the C-LB zone are the only commercial zones that currently have the 500 s.f. minimum dwelling unit size requirement.

In order to provide the Planning Commission with a full range of pros (applicant provided Comprehensive Plan Goals and Policies, etc.), staff would like to point out several things that it believes should be taken into consideration prior to the Commission making its formal recommendation.

First, requiring no minimum dwelling unit size could result in the conversion of hotels in the downtown core from short-term occupancy to long-term occupancy. This appears to be the intent of the proposed code amendment which could result in a negative impact to the tourism industry of the City as it could result in the removal of many of the hotel rooms available for visitors. And, while Covid-19 has had an economic impact due to the reduced number of visitors to the area, national trends appear to be reversing as more tourist locations are opening up due to reduced restrictions and higher standards of cleaning.

Second, having smaller residential dwelling units is generally not seen as being family-friendly or fit to grow into as having small units results in minimal storage and living space.

Third, it has been studied and, as noted in Jacoba Urist's December 2013 article for *The Atlantic*, that tight quarters like micro-apartments can add to stress by creating physical constraints and actually limiting movement as sharing smaller spaces could make inhabitants more irritable as they have to constantly coordinate activities with the other people living there.

Finally, since the small apartment idea is still pretty new and is just slowly becoming a real estate market trend, it is difficult to determine just how long it will last, therefore making it difficult to predict how the market will react and how small-unit apartment complexes will do in the future.

Ultimately, the City Council is not bound to adopt the Planning Commission's formal recommendation (to approve or deny) and, as the final legislative authority for the City, has the duty to make a final decision it feels is in the best interest of the City and its residents.

PUBLIC NOTICE/ COMMENTS

Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.

One comment was received from the public and/or governmental entities as of the date the staff report was prepared.

SEPA

The City of Richland has utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Thursday, March 11, 2021. The SEPA DNS was issued for the proposed code amendment on Thursday, March 18, 2021.

RECOMMENDATION
Staff recommends that the Planning Commission conduct a public hearing to discuss the merits of the application and direct staff to develop findings and conclusions to support its recommendation prior to adopting a formal recommendation at the next regularly scheduled Planning Commission meeting.

EXHIBITS
1. Application Materials
2. Draft Code Amendments
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Notice
5. Public Notice and Comments Received

Exhibit 1

City of Richland
Development Services

625 Swift Blvd. MS-35
Richland, WA 99352
(509) 942-7794
(509) 942-7764

Code Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

APPLICANT	☒ Contact Person
Company: Fortify Holdings, LLC (Ziad Elsahili)	UBI#:
Contact: Mark Fickes, Halverson Northwest Law Group P.C. as agent for Applicant	
Address: 405 E. Lincoln, P.O. Box 22550, Yakima, WA 98907	
Phone: (509) 248-6030	Email: mfickes@hnw.law

DESCRIPTION OF PROPOSED AMENDMENT

Delete 500 square foot minimum Dwelling Unit size for the City's Central Business District (CBD) zone in RMC 23.22.040, by replacing the words "500 feet", with the word "N/A", eliminating the minimum Dwelling Unit requirement in all commercial zones for more consistency and flexibility of housing options in the City's Central Business District and commercial core.

APPLICATON MUST INCLUDE:

1. Completed application and filing fee
2. SEPA Checklist (if necessary)
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE:

Section(s) of code proposed to be amended (include code citation):

Chart in **RMC 23.22.040** under the Standard "Minimum Dwelling Unit Size", column "CBD"

Summary of requested code amendment(s):
See description of proposed amendments set forth above. The Applicant seeks a simple code amendment to eliminate a 500 square foot minimum dwelling unit size requirement for dwelling units in the City's central business district which could pave the way for apartment or hotel conversion projects with smaller sized units which would be more consistent with many policies in the City's Comprehensive Plan and with a strong market for single room occupancy units.

Reason(s) for code amendment(s):
The Applicant's proposed code amendment allows for smaller dwelling units in the City's Central Business District and commercial core, improving flexible housing options and potentially increasing housing density in the city's commercial zones consistent with Growth Management Act mandates, and allowing City residents to live closer to where they work in the City's central business district and commercial core, potentially reducing impacts on City roads and infrastructure by having persons live where City infrastructure already is available.

Is the proposed amendment consistent with the applicable provisions of the Comprehensive Plan? Is a Comprehensive Plan amendment necessary to implement the proposed amendment?

Yes the proposed code amendment is consistent with the applicable provisions of the City's comprehensive plan and "no" a comprehensive plan amendment is not necessary to implement the proposed code amendment. The Applicant's proposed change is consistent with the following enumerated goals and policies of the City's Housing and Land Use elements of its Comprehensive Plan including policies 6 through 8 of Economic Development Goal 6, Policies 2 and 3 of Land Use Goal 3 (see Attached)

Does the proposed amendment bear a substantial relation to the public health, safety, welfare and protection of the environment? Please explain:

Yes, the proposed amendment bears a substantial relationship to the public health, safety, welfare and protection of the environment. The City's Zoning Code already does not have any minimum dwelling unit requirements in its other three commercial zones. Eliminating a minimum dwelling unit requirement for the Central Business District zone makes development requirements relating to future apartment and hotel conversion projects consistent. The amendment would potentially allow for smaller apartments or dwelling units consistent with all other development standards and building codes (see attached)

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application. The information provided in this application contains no misstatement of fact.
2. I am an owner(s), authorized agent(s) of an owner(s), or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW, or I am exempt from the requirements of Chapter 18.27 RCW.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Mark E. Fickes

Applicant Signature: Mark E. Fickes Date February 9, 2021

ATTACHMENT TO CODE AMENDMENT APPLICATION

Is the proposed amendment consistent with the applicable provisions of the Comprehensive Plan? Is a Comprehensive Plan amendment necessary to implement the proposed amendment? (continued)

Policy 2 of Land Use Goal 6, and Policies 1 and 4 of Housing Element Goal 1. Attached to this Application for convenience is a summary of the policies directly supporting the code amendment (highlighted in blue) with full citations to the City's current Comprehensive Plan.

Does the proposed amendment bear a substantial relation to the public health, safety, welfare and protection of the environment? Please explain: (continued)

in place in the City, and would provide City residents more flexible and affordable housing options in the future. Single-room occupancy dwelling units are allowed in almost all urban areas and are consistent with many state Growth Management Act mandates including those providing for increased density in cities' urban cores and centers. Smaller dwelling units closer to a city's urban core normally lessen the environmental impacts of apartment projects by condensing infrastructure, shortening commutes or commute costs and making it easier for the city to provide city services where they already exist. The proposed code amendment also could facilitate the safe and effective conversion of hotels hit hard by the pandemic to upgraded single-room occupancy dwelling units currently in high demand, and would not have any environmental impacts beyond those of city-authorized extended stay hotels. Almost all hotel units as currently configured do not exceed 250 square feet.

Economic Development

ED Goal 6: Encourage vibrant mixed-use areas in Tri-Cities as destinations to live, work, and visit.

Policy 1: Stimulate the development of quality retail and entertainment venues through incentives and infrastructure investments.

Policy 2: Assist small business owners to enhance their skills and profit opportunities.

Policy 3: Work with public and private groups to expand the range of tourist attractions within the city.

Policy 4: Facilitate retail development and encourage infill in the Central Business District, Uptown, and nearby commercial areas.

Policy 5: Promote performing arts venues and activities through partnerships with regional economic development agencies.

Policy 6: Expand the range of options for housing in areas planned for higher density development.

Policy 7: Support development of higher density housing.

Policy 8: Attract young professionals by promoting their preferred types of job, housing, and entertainment options.

Land Use

LU Goal 3: Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1: Distribute residential uses and densities throughout the urban growth area consistent with the City's vision.

Policy 2: Encourage higher residential densities especially in and near the Central Business District area.

Policy 3: Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

LU Goal 6: Develop an attractive and vibrant Central Business District that displays the unique character of Richland.

Policy 1: Revitalize declining commercial areas by promoting clean, safe, and pedestrian- and bicycle-friendly environments.

Policy 2: Designate land use and zoning for higher-density residential uses, mixed-use, and business uses within and adjacent to the Central Business District.

Policy 3: Encourage infill development and redevelopment in the Central Business District.

Housing Element

HE Goal 1: Provide a range of housing densities, sizes, and types for all income and age groups of the Richland community

Policy 1: Ensure that the comprehensive plan and development regulations allow for a variety of housing types, sizes, densities, and lot configurations such as small lot single family housing, multi-family housing, mixed-use development, cluster development, live/work housing, co-housing, accessory dwelling units, single room occupancy units, zero lot line and similar subdivisions, and planned unit developments.

Policy 2: Encourage mixed-use developments with apartments and condominiums above commercial uses in the City's urban core. Where redevelopment or infill opportunities arise, allow for increased housing density in residential-designated areas that immediately surround the CBD, while respecting the character and scale of the existing neighborhood.

Policy 3: Support the development of senior housing and long-term care/assisted living facilities in the City in close proximity to commercial uses and medical services and facilities.

Policy 4: Promote and provide incentives (such as zoning/rezoning, revised regulations, and provision of infrastructure) for infill development and redevelopment, while respecting the character and scale of the existing neighborhood.

Policy 5: Allow and regulate manufactured homes in the same way as site-built homes.

Policy 6: Plan for an adequate supply of land in appropriate land use designations and zoning categories to accommodate projected household growth, while accommodating other commercial, industrial, and open space needs of the City.

Vision

Richland is a progressive, safe, and family-friendly community that welcomes diversity. It is noted for excellence in technology, medicine, education, recreation, tourism, and citizen participation. This dynamic city, situated on two rivers, actively supports opportunities for economic development that are in harmony with the area's unique natural resources.

Exhibit 2

23.22.040 Site requirements and development standards for commercial use districts.
In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback[14]	20 feet	45 feet[1]	0 feet[2]	0 feet[2]	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max.[3, 11, 13] Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet[6]	0 feet[7]	None	None	0 feet[6,8]	0 feet[5,9]	0 feet	0 feet[6,8]
Minimum Rear Yard Setback	0 feet[6,8]	0 feet[7]	None	None	0 feet[6,8]	0 feet[5,8,10]	0 feet	0 feet[6,8]
Maximum Building Height[14]	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet[12]	35/55 feet[12]	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	~~500 feet~~ N/A	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.
d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.
8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller "ancillary" retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title 26). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1

CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2

CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3

CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6].

Exhibit 3

File No. EA2021-105

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: Text amendment to RMC Section 23.22.040 – Site requirements and development standards for commercial use districts. The proposed amendment to Section 23.22.040 would remove the 500 foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

Proponent: Mark Fickes, Halverson Northwest Law Group, P.C. on behalf of Fortify Holdings, LLC (Ziad Elsahili)

Location of Proposal: City-Wide.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

( ) There is no comment for the DNS.

( ) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

(**X**) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens
Position/Title: Planning Manager
Address: 625 Swift Blvd., MS #35, Richland, WA 99352
Date: March 18, 2021

Signature ______________________

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [HELP]

1. Name of proposed project, if applicable: Not project action (zoning code text amendment)

2. Name of applicant: Fortify Holdings, LLC

3. Address and phone number of applicant and contact person: 17933 NW Evergreen Place, Suite 300 Beaverton, OSR 97006 Attn: Ziad Elsahili

4. Date checklist prepared: Supplemental checklist prepared 2/8/2021

5. Agency requesting checklist: City of Richland Development Services (Attn: Mike Stevens, SEPA responsible official)

6. Proposed timing or schedule (including phasing, if applicable): Zoning Code Text Amendment seeking approval within 90 days

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Zoning code Text Amendment - could allow future hotel conversion or apartment projects in the City's Central Business District with smaller units

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No

10. List any government approvals or permits that will be needed for your proposal, if known. Zoning Code Text Amendment-possible building permits at project stage

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) Minor Text amendment to remove 500 square foot minimum dwelling unit size requirement in the City's Central Business District (CBD) zone by replacing the words "500 feet" (see attached)

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Non-project action would apply to all CBD-zoned property in the City.

B. Environmental Elements [HELP]

1. *Earth* [help]

a. General description of the site: N/A

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____________

b. What is the steepest slope on the site (approximate percent slope)? N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: N/A

2. Air [help]

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. N/A

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A

3. Water [help]

a. Surface Water: [help] N/A

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

N/A

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

N/A

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A

b. Ground Water: [help]

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A

2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

N/A

4. Plants [help]

a. Check the types of vegetation found on the site:

N/A

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
____shrubs
____grass
____pasture
____crop or grain
____ Orchards, vineyards or other permanent crops.
____ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
____water plants: water lily, eelgrass, milfoil, other
____other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

N/A

c. List threatened and endangered species known to be on or near the site.

N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A

e. List all noxious weeds and invasive species known to be on or near the site.

N/A

5. Animals [help]

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other ________

N/A

b. List any threatened and endangered species known to be on or near the site.

N/A

c. Is the site part of a migration route? If so, explain.

N/A

d. Proposed measures to preserve or enhance wildlife, if any:

N/A

e. List any invasive animal species known to be on or near the site.

N/A

6. Energy and Natural Resources [help]

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A

7. Environmental Health [help]

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

N/A

1) Describe any known or possible contamination at the site from present or past uses.

N/A

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

N/A

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A

4) Describe special emergency services that might be required.

N/A

5) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. N/A

3) Proposed measures to reduce or control noise impacts, if any: N/A

8. Land and Shoreline Use [help]

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

N/A

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

N/A

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

N/A

c. Describe any structures on the site.

N/A

d. Will any structures be demolished? If so, what?

N/A

e. What is the current zoning classification of the site?

N/A

f. What is the current comprehensive plan designation of the site?

N/A

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

N/A

i. Approximately how many people would reside or work in the completed project?

N/A

j. Approximately how many people would the completed project displace?

N/A

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

N/A

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

N/A

9. Housing [help]

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A

c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. Aesthetics [help]

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A

b. What views in the immediate vicinity would be altered or obstructed?

N/A

b. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11. Light and Glare [help]

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

c. What existing off-site sources of light or glare may affect your proposal?

N/A

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

12. Recreation [help]

a. What designated and informal recreational opportunities are in the immediate vicinity?

N/A

b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13. Historic and cultural preservation [help]

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14. Transportation [help]

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

N/A

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

N/A

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A

h. Proposed measures to reduce or control transportation impacts, if any:

N/A

15. Public Services [help]

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

N/A

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

16. Utilities [help]

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other ___________

N/A

c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

C. Signature [HELP]

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Mark E. Fickes

Name of signee Mark E. Fickes

Position and Agency/Organization Agent for Applicant

Date Submitted: 2/9/2021

D. Supplemental sheet for nonproject actions [HELP]

(**IT IS NOT NECESSARY** to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

   The proposed non-project action to eliminate a potential minimum dwelling unit size in the City's Central Business District zone will not increase discharges to water, air or noise. Eliminating the minimum dwelling unit size(see attached)

   Proposed measures to avoid or reduce such increases are:

   Compliance with all applicable building fire codes at project stage, potential shared use of common areas on apartment or hotel conversion projects reducing the land and infrastructure needed for housing projects.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

   The proposal will have absolutely no impact on plants, animals, fish or marine life. All dwelling units constructed or converted in the City's Central Business District zone already will have available City water and sewer, and storm water will be legally required to be maintained on site in accordance with all applicable law.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:

   Compliance with all City development standards on a project basis.

3. How would the proposal be likely to deplete energy or natural resources?

   Removing a minimum dwelling unit size requirement in the City's Central Business District zone could save energy and natural resources. Smaller dwelling units are more energy efficient and could use existing hotels as (see attached)

   Proposed measures to protect or conserve energy and natural resources are:

   Smaller dwelling units at the project stage would be much more energy efficient consistent with updated building and environmental codes. Potential hotel conversions using smaller dwelling units also could obtain energy upgrades during renovation.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks,

wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Having the potential to build, construct or renovate existing hotels with smaller dwelling units would not affect environmentally sensitive areas and could lower the impacts on City green space and parks. In general, smaller dwelling units are intended for single-room occupancy as opposed to dual or family occupancies. (see attached)

Proposed measures to protect such resources or to avoid or reduce impacts are:

Hotel conversions will ensure less intensive use of environmentally sensitive areas than short-stay residents. Any new multi-family projects or apartments constructed in the CBD zone or the City's commercial core would be evaluated at the project stage and would comply with City development standards including maintaining storm water on site, providing landscaping and green space and/or payment of then existing mitigation or impact fees.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Eliminating minimum dwelling unit size restrictions in the Central Business District core would have no impact on City shoreline uses. Residential use and projects in the City's Central Business District or commercial core are normally located away from critical areas and shorelines and those that would be allowed would be no more (see attached)

Proposed measures to avoid or reduce shoreline and land use impacts are:

Compliance with all existing development regulations and city critical areas at the project stage, the proposed non-project action would have no impacts on shoreline and may simply facilitate the conversion of hotels adversely impacted by economic conditions including COVID by allowing them to be converted to longer-term extended stays or apartment-type buildings.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed non-project action to eliminate minimum dwelling unit size restrictions in the City's central district zone would not directly impact the City's transportation or public service and utilities. Single-room occupancy apartments or facilities would more likely use currently available public transportation and could reduce off-street parking requirements and commutes. New residential apartment projects with smaller dwelling units on vacant CBD zoned land (see attached)

Proposed measures to reduce or respond to such demand(s) are:

Any new residential projects with smaller dwelling units would comply with all applicable development standards at the time of application.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

It is not anticipated that eliminating a minimum dwelling unit size in the City's Central Business District zone would conflict with any local, state or federal law. In fact, the City of Richland is one of the few jurisdictions in Eastern Washington that appears to have a minimum unit dwelling size requirement for dwelling units in commercial zones. The trend nationwide and post GMA is to allow smaller dwelling units to take advantage of existing infrastructure. There simply is not a need for larger dwelling units. in the City's commercial zone.

In fact as set forth in the Application, allowing smaller dwelling units in the City's Central Business District zone and commercial core actually implements multiple policies in the City's adopted Comprehensive Plan designed to support higher residential densities, especially in and near the City's Central Business District area. In fact, the presence of the City's minimum dwelling unit size requirement of 500 square feet actually prevents many of the policies in the City's Comprehensive Plan from being implemented including Policies 6 through 8 of the City's Economic Development Goal 6, Policies 2 and 3 under its Land Use Goal 3, and Policy 2 of land use Goal 6. All of the City's planned policies cited above support increasing residential densities through smaller units in and around the City's Central Business District area which would include all areas zoned CBD.

ATTACHMENT TO SEPA ENVIRONMENTAL CHECKLIST

Section A - No. 11 continued -

in the chart in RMC 23.22.040 with the word "N/A" effectively eliminating a minimum dwelling unit size requirement in the City's commercial zones, implementing the City's Comprehensive Plan and providing more flexible housing options in the City’s Central Business District and downtown core.

Section D -

No. 1 continued -

could allow existing hotels to be converted to longer-term, non-transient dwelling units which would decrease environmental discharges by decreasing the intensity of the use. In general, permanent residents living closing to places of employment will use less water, sewer and public infrastructure. Any new apartment project with smaller dwelling unit sizes would be evaluated consistent with existing development regulations and also would comply all current building codes.

No. 3 continued -

longer-term stay facilities providing more flexible housing options to City residents. Projects with small dwelling units in the City's Central Business District or commercial core would generally have shorter commutes and a lower carbon footprint utilizing existing transportation infrastructure. In general, it would be anticipated that single-room occupancy residences with smaller dwelling units would have a lower environmental impact than larger apartment or non-transient residential options under the City’s Zoning Code.

No. 4 continued -

Single-room occupants would be less likely to use environmentally sensitive areas and parks in the vicinity of any project. Eliminating the dwelling unit size requirement in the City's downtown core would have no impacts on wildlife or parks as the City's downtown core is largely characterized by higher amounts of impervious surfaces. Single residents of smaller dwelling units would likely utilize available green space such as walking paths and parks along or near by the Columbia River in a less intensive manner.

No. 5 continued -

intensive than hotels, motels and apartments currently allowed. Due in part to the market conditions and the cost of land located on or near shorelines, new single-room occupancy projects with smaller dwelling units would be unlikely to occur in and along existing shorelines or critical areas.

No. 6 continued -

would utilize available transportation services and utilities which should be readily available in the City's CBD zone and commercial core. Initially, reducing the minimum dwelling unit size would not be anticipated to significantly increase new residential apartment projects in the City's commercial zones as land costs are not competitive and property availability is limited. It is anticipated that eliminating minimum dwelling unit size may allow older hotels to be converted to more flexible and long-term use.

Exhibit 4

Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption
Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Richland – Development Services Dept.
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	☐ **60-Day Notice** of Intent to Adopt Amendment. ☒ **Request of Expedited Review** / Notice of Intent to Adopt Amendment. ☐ **Supplemental Submittal** for existing Notice of Intent to Adopt Amendment. ☐ **Notice of Final Adoption** of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	☐ **Comprehensive Plan** Amendment. ☒ **Development Regulation** Amendment. ☐ **Critical Areas Ordinance** Amendment. ☐ **Combined Comprehensive and Development Regulation** Amendments. ☐ **Countywide Planning Policy**.
4. Description Enter a brief description of the amendment. Begin your description with "Proposed" or "Adopted", based on the type of Amendment you are submitting. Examples: *"Proposed comprehensive plan amendment for the GMA periodic update."* or *"Adopted Ordinance 123, adoption amendment to the sign code."* **(Maximum 400 characters).**	Proposed amendment to RMC Section 23.22.040, Site requirements and development standards for commercial use districts. The proposed amendment to Section 23.22.040 would remove the 500 foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

Department of Commerce

5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	☐ **Yes** ☒ **No**
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	**Planning Commission: March 24, 2021** **City Council: April 20, 2021 & May 4, 2021** **Proposed / Date of Adoption: May 4, 2021**
7. Contact Information:	
A. Prefix/Salutation: *(Examples: "Mr.", "Ms.", or "The Honorable" (elected official))*	Mr.
B. Name:	Mike Stevens
C. Title:	Planning Manager
D. Email:	mstevens@ci.richland.wa.us
E. Work Phone:	(509) 942-7596
F. Cell/Mobile Phone: *(optional)*	
Consultant Information:	
G. Is this person a consultant?	☐ Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	☐ Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s).We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

02/18/2021

Mr. Mike Stevens
Planning Manager
City of Richland
505 Swift Boulevard
Post Office Box 190
Richland, WA 99352

Sent Via Electronic Mail

Re: City of Richland--2021-S-2356--Request for Expedited Review / Notice of Intent to Adopt Amendment

Dear Mr. Stevens:

Thank you for sending the Washington State Department of Commerce (Commerce) the Request for Expedited Review / Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

Proposed amendment to RMC Section 23.22.040, Site requirements and development standards for commercial use districts. The proposed amendment to Section 23.22.040 would remove the 500 foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

We received your submittal on 02/18/2021 and processed it with the Submittal ID 2021-S-2356. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 04/19/2021.

You requested expedited review under RCW 36.70A.106(3)(b). We have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team
Growth Management Services

Exhibit 5

Richland

CITY OF RICHLAND
NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (CA2021-101 & EA2021-105)

Notice is hereby given that Mark Fickes, Halverson Northwest Law Group, P.C. on behalf of Fortif Holdings, LLC (Ziad Elsahili) has filed an application for a text amendment to RMC Section 23.22.040 – Site requirements and development standards for commercial use districts. The proposed amendment to Section 23.22.040 would remove the 500 foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

Pursuant to Richland Municipal Code (RMC) Section 19.20 the Richland Planning Commission will conduct a virtual public hearing and review of the application at 6:00 p.m., March 24, 2021. All interested parties are invited to attend and present testimony at the virtual public hearing. Those individuals wishing to speak at the public hearing will need to register by 4:00 p.m. on the date of the hearing by visiting the City of Richland's website www.ci.richland.wa.us .

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development**.** The environmental checklist and related file information are available to the public and can be viewed in the Development Services Division Office or City of Richland website www.ci.richland.wa.us .

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us . Written comments should be received no later than 5:00 p.m. on Thursday, March 11, 2021 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland website www.ci.richland.wa.us beginning Friday, March 19, 2021.

7604

Tri-City Herald
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VOICE OF THE MID-COLUMBIA
WINE PRESS NORTHWEST

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
450543	0004878837	PC PHN – CA2021-101, EA2021-105 (Richland M	00 4401 (Richland Account No. -	$170.55	1	6.23 In

D2586000 4401

Attention: Jana Duncan (TC)

CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-11
RICHLAND, WA 99352

CITY OF RICHLAND
NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS

Notice is hereby given that Mark Fickes, Halverson Northwest Law Group, P.C. on behalf of Fortify Holdings, LLC (Ziad Elsahili) has filed an application for a text amendment to RMC Section 23.22.040 – Site requirements and development standards for commercial use districts. The proposed amendment to Section 23.22.040 would remove the 500 foot minimum dwelling unit size from the requirements of the Central Business District (CBD).

Pursuant to Richland Municipal Code (RMC) Section 19.20, the Richland Planning Commission will conduct a virtual public hearing and review of the application on **Wednesday, March 24, 2021 at 6:00 p.m**. All interested parties are invited to attend and present testimony at the virtual public hearing. Individuals wishing to speak at the public hearing will need to register by 4:00 p.m. on the date of the hearing by visiting the City of Richland's website at www.ci.richland.wa.us.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed on the City of Richland's website at www.ci.richland.wa.us.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Thursday, March 11, 2021 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland's website at www.ci.richland.wa.us beginning Friday, March 19, 2021.

Published: Sunday, February 28, 2021

RECEIV

MAR 16 20

BY:

COUNTY OF BENTON)
.SS
STATE OF WASHINGTON)

Victoria Rodela, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran **1** time(s) commencing on **02/28/2021**, and ending on **02/28/2021**, and that said newspaper was regularly distributed to its subscribers during all of this period.

V Rodela
(Signature of Legals Clerk)

SUBSCRIBED AND SWORN BEFORE ME THIS **1st** DAY OF **March**, **2021**

Notary Public in and for the State of Texas
residing in Dallas County

NOTARY PUBLIC STATE OF TEXAS
AMBAR LIZARRAGA
My Notary ID # 132031291
Expires May 30, 2023

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

From:	Deskins, John
To:	Stevens, Mike
Cc:	ONeill, Shane; Rogalsky, Pete; Reathaford, Jason
Subject:	RE: COR Central Business District Code Amendment - CA2021-101
Date:	Thursday, February 18, 2021 11:11:59 AM
Attachments:	image001.png

Mike,

I have recently noticed that our code for bicycle parking appears to be silent on the need for bicycle parking for multi-family residential units. If I were considering living downtown in these units or any of the other new apartments planned or under construction, then I would have a bicycle for a secondary, if not primary or only form of transportation. It seems like we should be considering some requirements for this in code. It's not always practical to bring a bicycle up to a room/apartment every night, though that's what I did in college. Definitely not that practical if the bike is electric and there are stairs involved. In addition to standard bike parking, some consideration of secured bike parking (lockers) may be appropriate.

I have no other comments.

John Deskins, PE
Traffic Engineer
City of Richland
(509) 942-7514

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Thursday, February 18, 2021 9:54 AM
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Craig Hamilton <c.hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Deanna Davis <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin, Ziply <gregory.goodwin@ziply.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcshane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>;

Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>
Subject: COR Central Business District Code Amendment - CA2021-101

Attention:

Attached to this email is a copy of the Public Notice, Dept. of Commerce Notice, application materials and SEPA Checklist for a proposed code amendment to Section 23.22.040 of the Richland Municipal Code. The proposed code amendment would remove the minimum dwelling unit size of 500 feet for the Central Business District.

The City of Richland is utilizing the Optional DNS Method allowed by WAC 197-11-355 and expects to issue a SEPA Threshold Determination of Non-Significance. As a result, this may be your only opportunity to provide comment on the proposed code amendment.

Comments regarding the proposed code amendment should be sent to me by 5:00 p.m. Thursday, March 11, 2021.

Thank you,

Richland

Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

Attn: 143

STAFF REPORT

TO: PLANNING COMMISSION | PREPARED BY: MIKE STEVENS
FILE NO.: CA2021-101 | MEETING DATE: APRIL 28, 2021

GENERAL INFORMATION:

APPLICANT: FORTIFY HOLDINGS, LLC (ZIAD ELSAHILI)
CA2021-101

REQUEST: TEXT AMENDMENT TO RMC SECTION 23.22.040 – SITE REQUIREMENTS AND DEVELOPMENT STANDARDS FOR COMMERCIAL USE DISTRICTS.

LOCATION: CITYWIDE

HISTORY

The Richland Planning Commission conducted an open record public hearing regarding the proposed text amendment to RMC Section 23.22.040 on March 24, 2021. At the conclusion of the public hearing the Planning Commission directed staff to develop finding of fact and conclusions of law to support the Planning Commission's recommendation for approval to the City Council. The proposed findings of fact and conclusions of law are as follows:

FINDINGS OF FACT

1. Mark Fickes, Halverson Northwest Law Group, P.C. on behalf of Fortify Holdings, LLC (Ziad Elsahili) filed an application for a text amendment to RMC Section 23.22.040 – Site requirements and development standards for commercial use districts.
2. The proposed amendment to Section 23.22.040 would remove the 500-square foot minimum dwelling unit size from the requirements of the Central Business District (CBD).
3. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
4. One comment regarding the proposed code amendment was received from the public and/or governmental entities.
5. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
6. The City issued a SEPA Threshold Determination of Non-Significance on March 18, 2021.
7. The City of Richland utilized the Optional DNS Process as outlined in WAC 197-11-355. The end of the public comment period was Thursday, March 11, 2021.
8. Application materials included references to Goals and Policies of the City's

Comprehensive Plan which support the proposed code amendment.

9. Economic Development Goal 6 encourages vibrant mixed-use areas in Tri-Cities as destinations to live, work, and visit and cites the following three (3) policies:
    a. Policy 6: Expand the range of options for housing in areas planned for higher density development.
    b. Policy 7: Support development of higher density housing.
    c. Policy 8: Attract young professionals by promoting their preferred types of jobs, housing, and entertainment options.
10. Land Use Goal 3 states that the City should maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities and cites the following two (2) policies:
    a. Policy 2: Encourage higher residential densities especially in and near the Central Business District Area.
    b. Policy 3: Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.
11. Land Use Goal 6 states that the City should develop an attractive and vibrant Central Business District that displays the unique character of Richland and cites the following policy:
    a. Policy 2: Designate land use and zoning for higher-density residential uses, mixed-use, and business uses within and adjacent to the Central Business District.
12. Housing Element Goal 1 indicates that the City should provide a range of housing densities, sizes, and types for all income and age groups of the Richland community and cites the following two (2) policies:
    a. Policy 1: Ensure that the comprehensive plan and development regulations allow for a variety of housing types, sizes, densities, and lot configurations such as small lot single family housing, multi-family housing, mixed-use development, cluster development, live/work housing, co-housing, accessory dwelling units, single room occupancy units, zero lot line and similar subdivisions, and planned unit developments.
    b. Policy 4: Promote and provide incentives (such as zoning/rezoning, revised regulations, and provision of infrastructure) for infill development and redevelopment, while respecting the character and scale of the existing neighborhood.

<u>CONCLUSIONS OF LAW</u>

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.