



Agenda

City Council Regular Meeting

Tuesday, February 1, 2022

[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, on the City's website, and on the City's YouTube Channel. If you wish to provide testimony for a Public Hearing item(s) or provide comments for the Public Comments portion of the Council meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the deadline will be permitted to speak during the meeting.

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. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director
2. 2021 Development Services Year in Review
 - Kerwin Jensen, Development Services Director
 - Amanda Wallner, Economic Development Manager

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.

3. Proposed Amendment to the Development Agreement Affecting 47 Acres South of Keene Road and East of the Plat of Country Ridge, Ordinance No. 2022-03
 - Mike Stevens, Planning Manager

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: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

4. Approval of the January 18, 2022 City Council Regular Meeting Minutes and the January 25, 2022 City Council Workshop Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

5. Ordinance No. 2022-03, Authorizing an Amendment to the Development Agreement Affecting 47 Acres South of Keene Road and East of the Plat of Country Ridge
 - Mike Stevens, Planning Manager

Ordinances - Second Reading & Passage:

Resolutions - Adoption:

6. Resolution No. 2022-17, Adopting Fees for Redaction of Body-Worn Camera Recordings
 - Heather Kintzley, City Attorney
7. Resolution No. 2022-20, Authorizing an Interlocal Agreement with Benton County for Aerial Photography
 - Drew Florence, Assistant City Manager
8. Resolution No. 2022-21, Authorizing a Consultant Agreement with SPVV Landscape Architects for Design and Construction Management Services for the West Village Park Project
 - Joe Schiessl, Parks & Public Facilities Director
9. Resolution No. 2022-22, Establishing Council Assignments for Calendar Years 2022-2023
 - Mayor Alvarez

Items - Approval:

Expenditures - Approval:

Items of Business:

10. Significant Transportation Project Development (Discussion Only)
 - Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

New Hires & Retirements

Department:

Human Resources

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

A video featuring January 2022 new hires and retirements will be played for the audience.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
2021 Development Services Year in Review

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:
Development Services Direct Kerwin Jensen and Economic Development Manager Mandy Wallner will provide a look at key development in 2021.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the January 18, 2022 City Council Regular Meeting Minutes and the January 25, 2022 City Council Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on January 18, 2022 and the Council workshop meeting held on January 25, 2022.

Summary:

Draft meeting minutes from the Council meeting held on January 18, 2022 and the January 25, 2022 Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft January 18, 2022 City Council Meeting Minutes
2. Draft January 25, 2022 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, January 18, 2022

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.

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

Welcome and Roll Call

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

Attendance: Mayor Alvarez, Mayor Pro Tem Christensen, and Councilmembers Jones, Lemley, Lukson and Richardson were present. Councilmember Kent was absent.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO EXCUSE COUNCILMEMBER KENT. MOTION CARRIED 6-0.

Also virtually present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Bruce, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Planning Manager Stevens and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

None.

Public Hearing

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

1. Proposed Amendment to Richland Municipal Code Section 23.28.030 related to Business Use Districts Permitted Land Uses, Ordinance No. 2022-01

Planning Manager Stevens provided an overview of the proposed amendment to RMC Section 23.28.030. The proposed amendment would add mini-warehouses to the list of Business and Personal Services Uses within the Business Research Park (B-RP) district. Richland Municipal Code currently allows twenty percent the land to be developed for residential uses while commercial uses are limited to fifteen percent. The proposed amendment would limit the total amount of land area that would be devoted to mini-storage uses to no more than five percent the total B-RP district.

The Planning Commission conducted an open-record public hearing on this item on December 8, 2021 and recommends the Richland City Council approve the proposed amendment.

Mayor Alvarez opened the public hearing at 6:08 p.m.

Rick Simon, a representative of SMI Group XV, LLC provided testimony in support of the proposed amendment.

No other testimony was offered. Mayor Alvarez closed the public hearing at 6:10 p.m.

2. Proposed Relinquishment of an Electrical Easement in Siena Hills, Resolution No. 2022-08

Public Works Director Rogalsky provided an overview of the proposed relinquishment of electrical easement. The electrical easement is no longer needed for municipal purposes as the electric utilities have been relocated to accommodate recent subdivision efforts.

State law requires that a public hearing be held before property initially obtained for utility purposes is dispositioned through sale or conveyance. Staff supports the proposed relinquishment.

Mayor Alvarez opened and closed the public hearing at 6:13 p.m. No public testimony was offered.

3. Proposed Relinquishment of a Utility Easement in Siena Hills, Resolution No. 2022-09

Public Works Director Rogalsky provided an overview of the proposed relinquishment of utility easement. The utility easement is no longer needed for municipal purposes as the utilities have been relocated to accommodate recent subdivision efforts.

State law requires that a public hearing be held before property initially obtained for utility purposes is dispositioned through sale or conveyance. Staff supports the proposed relinquishment.

Mayor Alvarez opened and closed the public hearing at 6:13 p.m. No public testimony was offered.

4. Proposed Relinquishment of an Electrical Easement along Saint Street, Resolution No. 2022-10

Public Works Director Rogalsky provided an overview of the proposed relinquishment of electrical easement as requested by the property owner. The easement is no longer needed for municipal purposes because the utilities were never utilized for the intended purpose. Staff supports the proposed relinquishment.

Mayor Alvarez opened and closed the public hearing at 6:13 p.m. No public testimony was offered.

5. Proposed Amendment to the 2022-2027 Transportation Improvement Program related to the Vantage Highway Pathway - Phase 2 Project, Resolution No. 2022-15

Public Works Director Rogalsky stated that the City is required to prepare and annually adopt its six-year Transportation Improvement Plan (TIP) and file a copy of the adopted TIP with the Washington State Department of Transportation. On June 15, 2021, Richland City Council adopted the 2022-2027 TIP, which includes the construction phase of the Vantage Highway Pathway - Phase 2 project.

Due to staff workload and a design concept adjustment, the right-of-way acquisition phase previously included in the 2021-2026 TIP was not initiated as planned in 2021, but is now near ready to commence. Staff recommends adoption of Resolution No. 2022-15.

Mayor Alvarez opened and closed the public hearing at 6:15 p.m. No public testimony was offered.

6. Proposed 2022-2025 Collective Bargaining Agreement with the Richland Police Guild, Resolution No. 2022-16

Human Resources Director Paulsen presented on the proposed 2022-2025 Collective Bargaining Agreement with the Richland Police Guild. The Richland Police Guild membership approved the proposed agreement on December 30, 2021.

Richland City Charter requires a public hearing be held before Council amends, repeals or adds to the City's personnel rules, including salary/wage plans for all City positions.

Mayor Alvarez opened and closed the public hearing at 6:17 p.m. No public testimony was offered.

Public Comments

The following individuals provide public comments remotely:

Kevin Nicholson - 4717 Barbera Street, Richland, WA: Mr. Nicholson provided comments opposing upcoming proposed changes to the Badger Mountain South Land Use & Development Regulations (LUDR) and requested Council to review the proposed

changes and speak with members of the Badger Mountain South Community to hear their concerns.

Lisa Shear - 1507 Jones Road, Richland, WA: Ms. Shear thanked Council for addressing concerns raised at the January 4, 2022 City Council Meeting relating to the 1415 Jones Road property and urged Council to not disregard the importance of this issue for the neighboring residents. Ms. Shear added that she has an active public records request for police activity at 1415 Jones Road.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS JONES, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Minutes

7. Approval of the January 4, 2022 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

8. Ordinance No. 2022-01, Amending Richland Municipal Code Section 23.28.030 related to Business Use Districts Permitted Land Uses
9. Ordinance No. 2022-02, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code

Resolutions – Adoption

10. Resolution No. 2022-08, Authorizing the Relinquishment of an Electrical Easement in Siena Hills
11. Resolution No. 2022-09, Authorizing the Relinquishment of a Utility Easement in Siena Hills
12. Resolution No. 2022-10, Authorizing the Relinquishment of an Electrical Easement along Saint Street

13. Resolution No. 2022-11, Authorizing an Agreement with CorVel Enterprise Comp, Inc. for Third-Party Workers' Compensation Claims Administration Services
14. Resolution No. 2022-12, Approving the Final Plat of Falconridge - Phase I
15. Resolution No. 2022-13, Authorizing a Professional Services Agreement with Financial Consulting Services Group
16. Resolution No. 2022-15, Amending the 2022-2027 Transportation Improvement Program related to the Vantage Highway Pathway - Phase 2 Project
17. Resolution No. 2022-16, Authorizing the 2022-2025 Collective Bargaining Agreement with the Richland Police Guild

Items - Approval

None.

Expenditures – Approval:

18. Expenditures from December 1, 2021 to December 31, 2021 for \$36,473,110.25 including Travel Check Nos. 20059-20065, Accounts Payable Check Nos. 295912-296842, Accounts Payable Wire Nos. 8838- 8879, Payroll Wires & ACH Nos. 12456-12504, Payroll Direct Deposit & Check Nos. 187121-188195 and Pension Check Nos. 6023-6051.

Items of Business

19. Resolution No. 2022-14, Authorizing an Application for a SAFER Grant from the Federal Emergency Management Agency (FEMA)

With the aid of a PowerPoint presentation, Fire Chief Huntington presented on the Station 76 Update, preparation of the 2021 Station 76 Capital Improvement Plan (CIP), 2021 Staffing for Adequate Fire and Emergency Response (SAFER) program impacts, proposed project considerations for 2022, and a possible SAFER grant funding submittal for the 2023 budget year.

Adoption of Resolution No. 2022-14 authorizes staff to submit an application to FEMA for SAFER funding to provide staffing for the future Station 76. If approved, the funding would provide approximately \$2M over a three-year period to offset costs associated with Fire & Emergency Services staffing. The projected facility opening for Station 76 is late 2023 to mid-2024.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2022-14. MOTION CARRIED 6-0.

20. Northwest RiverPartners Federal Columbia River Power System Education Campaign

With the aid of a PowerPoint presentation, Energy Services Director Whitney provided an overview of the Lower Snake River Dams (LSRD) Education Campaign proposed by Northwest RiverPartners.

The LSRD educational campaign aligns with four (4) Richland Strategic Leadership Plan goals. Staff recommends utilizing \$165,000 of Energy Services funds to support the proposed educational campaign for the LSRD.

Council engaged in a question and answer session with staff. Council requested additional information regarding the educational campaign as it becomes available.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO ALLOCATE \$165,000 OF ENERGY SERVICES FUNDING TO SUPPORT THE NORTHWEST RIVERPARTNERS' EDUCATIONAL CAMPAIGN. MOTION CARRIED 6-0.

Reports and Comments

City Manager

City Manager Amundson thanked Ms. Shear for the comments provided regarding the 1415 Jones Road property. Council will continue to receive updates on actions taken. Sgt. Swanson will coordinate with staff to prepare a report to be presented at an upcoming Code Enforcement Board meeting for recommended action.

City Manager Amundson then provided Council with an outline of the January 25, 2022 City Council workshop meeting agenda.

City Council

Councilmember Lemley read aloud excerpts of the Revised Code of Washington and Richland Municipal Code regarding the powers, duties, administrative supervision, and removal process of a city manager in a council-city manager form of government.

Councilmember Lemley also read aloud that Council, as individuals, should refrain from providing direct instruction to the City Manager or city staff. Lastly, Councilmember Lemley expressed an interest in reinstating the City of Richland's Ethics Committee.

Mayor Alvarez invited City Manager to provide a response to Councilmember Lemley's statements.

City Manager Amundson replied that he appreciates and enjoys working with Council and has not experienced individual councilmember instruction during his tenure with the City.

Councilmember Lukson thanked healthcare workers for their continued work during the pandemic, and encouraged citizens to stay safe and find ways to support healthcare employees.

Councilmember Richardson shared a recent conversation she had with a citizen relating to homelessness and associated conditions and crime taking place on the same street where the citizen's business is located. The caller was pleased to report that action was taken by the Richland Police Department the same day it was reported.

Councilmember Jones voiced concerns regarding the Benton County District Court COVID-19 emergency order for jail operations. The emergency order outlines which crimes warrant release or detainment of a defendant. The court order also allows a District Court judge to determine which misdemeanor or gross misdemeanor arrests should result in detainment of the defendant based on a community risk determination.

If bail is set at \$5,000 or greater, the Court will presume that the defendant presents a risk to the community, and the defendant will be detained. Councilmember Jones stated she looks forward to hearing how Chief Bruce might address the concerns.

Mayor Pro Tem Christensen thanked Councilmember Richardson for the positive report shared.

Mayor

Mayor Alvarez agreed with statements made by Councilmember Lukson regarding the need to support healthcare workers and Richland Emergency Medical Technicians (EMTs) during the pandemic. Mayor Alvarez also requested City Manager Amundson to review and report to Council the requirements needed for Council to resume in-person meetings.

Adjournment

Mayor Alvarez adjourned the meeting at 7:14 p.m.

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, January 25, 2022

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

Meeting ID No. 505 625 7380

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

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

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

Also remotely present were Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Human Resources Director Paulsen, Deputy Chief of Police Clary, Police Commander Schwarzer, Police Sergeant Swanson, Economic Development Manager Wallner, and City Clerk Rogers.

Agenda Items

1. Homelessness Presentation by Benton County

Parks & Public Facilities Director Schiessl provided a recap of the homelessness information presented at the September 17, 2021 City Council Fall Retreat. Information regarding the impacts of the 9th Circuit Court of Appeals and the Washington State Supreme Court's rulings on homelessness was communicated. The City is prohibited from enforcing ordinances that have the effect of criminalizing homelessness. Governor Inslee's 2022 Homeless Housing Agenda was included in the packet.

Parks & Public Facilities Director introduced Benton County Manager of Human Services Kyle Sullivan to present the *Benton & Franklin Counties' Five-Year Plan to End Homelessness Plan*. Mr. Sullivan also spoke about Benton County's sales tax and use tax which will fund chemical dependency and mental health treatment services. Mr. Sullivan added that he would be interested in presenting an annual update to Council regarding the current projects, challenges, and successes of Benton County's *Five-Year Plan to End Homelessness*.

Council engaged in a question and answer session with Mr. Sullivan throughout the presentation.

2. Charter Amendments

City Attorney Kintzley provided a brief overview of the charter amendment discussion held during the September 17, 2021 City Council Fall Retreat. City Attorney Kintzley reminded

Council that, at the conclusion of the presentation in September, she was directed to bring the matter back after the first of the year to determine whether the newly constituted Council wanted to pursue amendments to the City Charter in 2022. After discussion, Council reached a consensus that charter amendments were not necessary at this time.

3. Council Assignments

City Attorney Kintzley facilitated a discussion with Council regarding assignments to various internal and external boards, commissions and committees for the 2022-2023 calendar years. Council discussed proposed assignments and provided feedback for preparation of a resolution to formalize the assignments at the February 1, 2022 Council meeting.

Adjournment

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

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Ordinances - First Reading

Core Focus Area 5 - Maximize Community Amenities

Subject:

Ordinance No. 2022-03, Authorizing an Amendment to the Development Agreement Affecting 47 Acres South of Keene Road and East of the Plat of Country Ridge

Department:

Development Services

Ordinance/Resolution Number:

2022-03

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2022-03, authorizing a First Amendment to Development Agreement affecting 47 Acres South of Keene Road and East of the Plat of Country Ridge.

Summary:

On July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the "Original Agreement") (Richland Contract No. 92-10). The Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City's 2009 Comprehensive Plan amendments affecting the property (see Eastern Washington Growth Management Hearing Board Appeal No. 09-1004). By its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President. Despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals.

Recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC. The City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10.

A public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200). Barring any compelling testimony to the contrary, staff recommends approval of Ordinance No. 2202-03 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 2022-03
2. 2010 Development Agreement - For Reference Only

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF THE PLAT OF COUNTRY RIDGE.

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

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

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

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

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Jon Amundson, ICMA-CM
City Manager

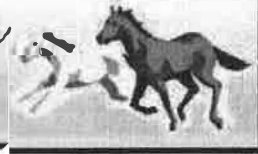
By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A-1

Country Ridge Home Owners Association
PO Box 844, Richland, WA 99352



July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

 7/15/21
Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20th day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.
2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.
3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

**Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT
(as proposed to CRHOA on July 14, 2021)**

Contract No. 92-10

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

A. The City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Development Agreement");

B. The Original Development Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site");

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

AGREEMENT

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:

Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

d) The Owners shall provide dedicated Right-of-Way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owners or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The Right-of-Way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's traffic engineer. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owners (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from residential lots may be prohibited, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City traffic engineer.

Section 10(f) of the Agreement shall be amended and restated to read as follows:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City Traffic Engineering Department, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

Section 10(g) of the Agreement shall be amended and restated to read as follows:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached as **Exhibit B** is a colored land use map showing the existing comprehensive plan designations for the Site.

Section 10(h) of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

Section 10(j) of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

Kerry Watts, Owner

Jongjit Watts, Owner

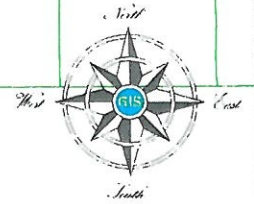
City of Richland,
a Washington municipal corporation

By: _____
Jon Amundson
Interim City Manager

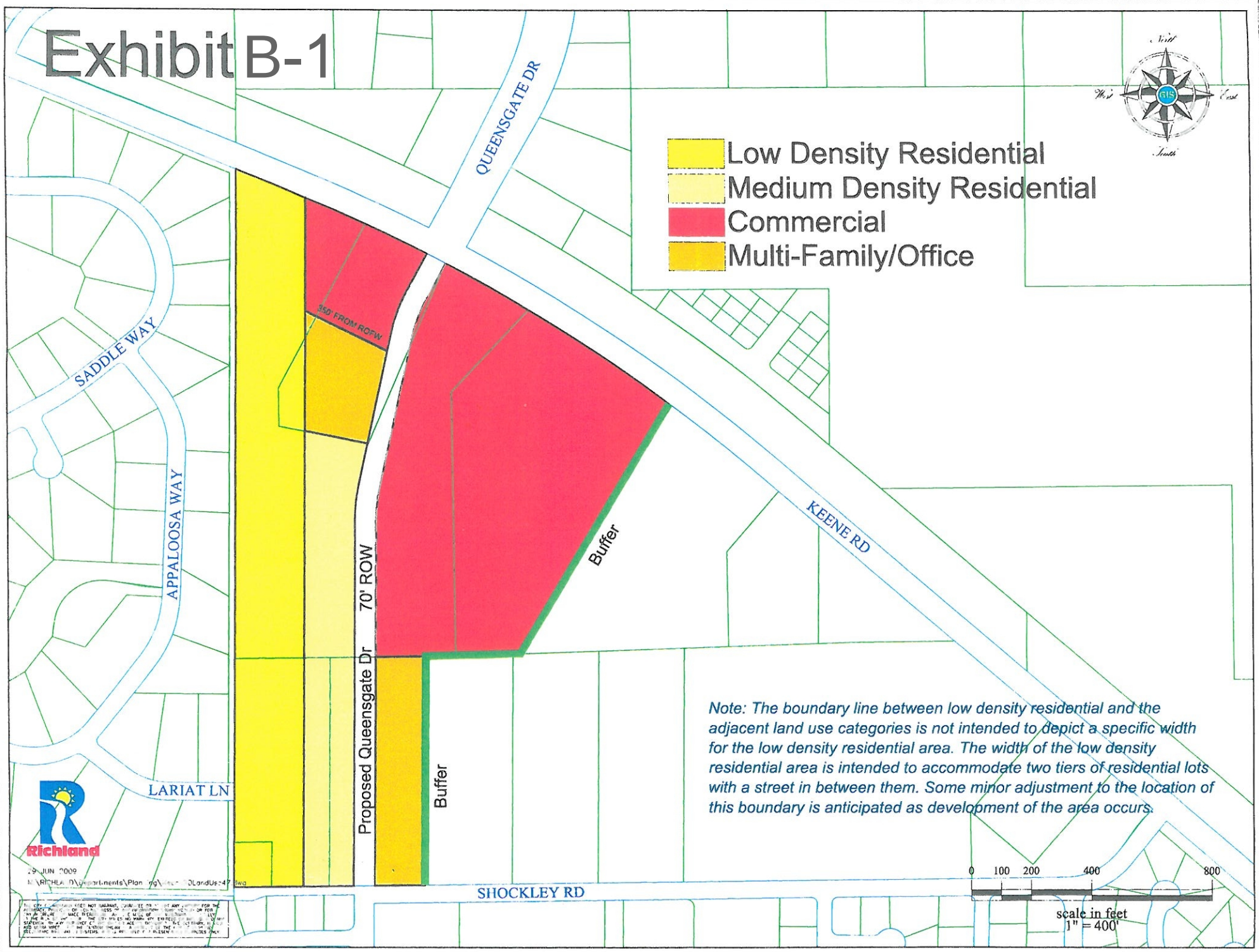
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

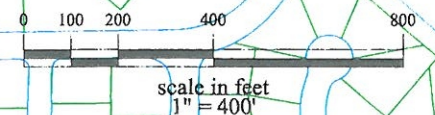
Exhibit B-1



- Low Density Residential
- Medium Density Residential
- Commercial
- Multi-Family/Office



29 JUN 2009
 N:\RICHLAND\Departments\Plan\99\Richland\LandUse\47



THIS MAP IS A PRELIMINARY DRAFT AND IS NOT A FINAL MAP. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE RICHLAND COUNTY PLANNING DEPARTMENT. THE PLANNING DEPARTMENT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION TO MAKE A PROPER USE OF THE MAP. THE PLANNING DEPARTMENT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION TO MAKE A PROPER USE OF THE MAP.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ^{20th} day of ~~June~~^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. 21-10 the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

Section 2. *The Site.* The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

a) Exhibit A – Legal description of the Site.

b) Exhibit B – Design standards

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The “Developer.” From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City’s adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City’s adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

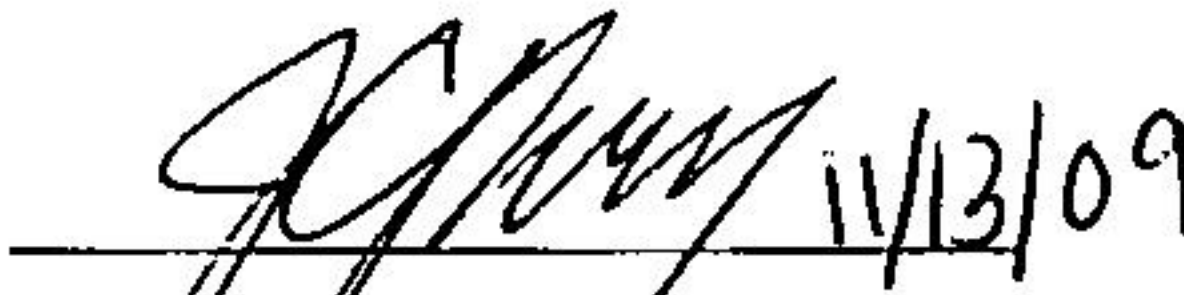
Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

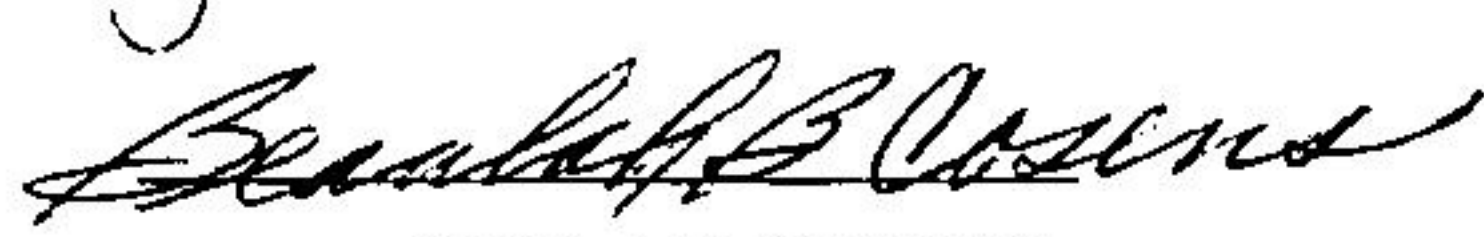
IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNERS

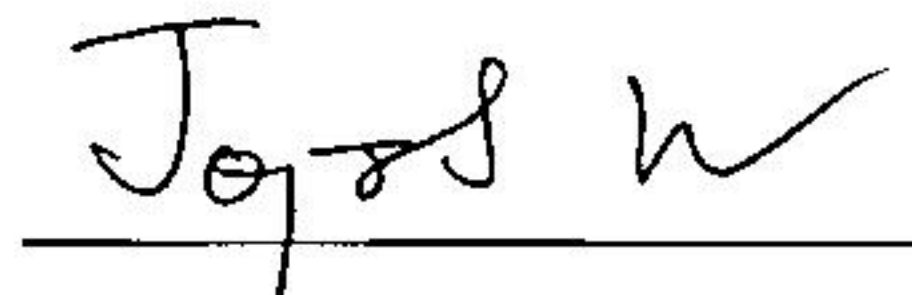

JOHN C. PERRY


LINDA NORWOOD

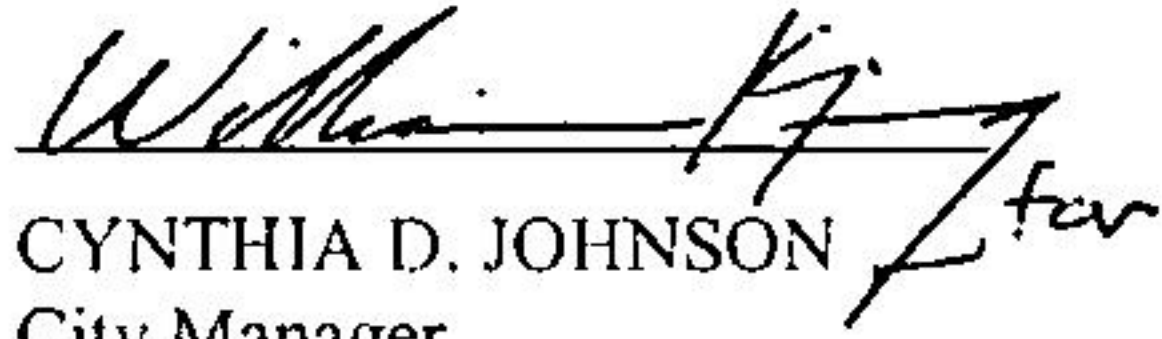

JULEE ANN PERRY


BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:


THOMAS L. O. LAMPSON
City Attorney 8/20/10

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B

DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-17, Adopting Fees for Redaction of Body-Worn Camera Recordings

Department:
City Attorney

Ordinance/Resolution Number:
2022-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-17, adopting fees for redaction of body-worn camera footage as provided therein.

Summary:

The Richland Police Department's Body-Worn Camera Program will go live on January 21, 2022. Officers will wear body cameras and capture recordings that are subject to release under the Washington State Public Records Act, Chapter 42.56 RCW. Redaction of body camera footage is a time-consuming and tedious process, and staff anticipates spending considerable effort ensuring proper redaction before body-worn camera footage is released.

The Public Records Act allows agencies to charge the reasonable costs associated with redacting body-worn camera recordings, including the cost of redaction technology, so long as it is the least costly commercially available method. At this time, staff proposes to charge only for the actual cost of staff time to perform redaction, and is not seeking to charge technology costs. In addition, per RCW 42.56.240(14)(e), requestors (or their attorneys) who were directly involved in the incident will not be charged for redaction.

Many other jurisdictions are currently charging a reasonable per minute cost for redaction of body-worn camera footage. Such jurisdictions include, but are not limited to Pasco (\$41.80/hour or \$0.69/minute); Kennewick (actual costs determined for each request); Spokane (\$0.39/minute); Tukwila (\$0.63/minute); Seattle (\$0.60/minute); Tacoma (\$0.49/minute). The per minute cost based on salaries of those who perform this work ranges from \$1.09 per minute to \$0.63 per minute. Staff recommends adopting a per minute fee that reflects the lowest of the fully-burdened rates of pay.

Staff recommends adoption of Resolution No. 2022-17.

Fiscal Impact:

Adoption of Resolution No. 2022-17 will allow the City to recover reasonable costs associated with staff's time-consuming efforts to redact body-worn camera footage prior to disclosure under the Washington State Public Records Act.

Attachments:

- I. Resolution No. 2022-17

RESOLUTION NO. 2022-17

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING FEES FOR REDACTION OF BODY-WORN CAMERA
VIDEO RECORDINGS.**

WHEREAS, the Richland Police Department's Body-Worn Camera Program will go live on January 21, 2022; and

WHEREAS, body-worn camera recordings are public records under the Washington State Public Records Act, Chapter 42.56 RCW; and

WHEREAS, pursuant to RCW 42.56.240(14)(f), law enforcement agencies are permitted to charge those requestors not exempt under RCW 42.56.240(14)(e) the reasonable cost of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body-worn camera recording prior to disclosure; and

WHEREAS, the Richland Police Department analyzed a 2017 Body-Worn Video Redaction Cost Study completed by the Seattle Police Department, attached hereto as **Exhibit A**, which determined the amount of time it takes to redact such footage, and multiplied that amount of time by the full-burdened rate-of-pay of staff who will apply redaction to determine the reasonable cost for redaction efforts; and

WHEREAS, because redaction efforts are expected to be time-consuming, the best interests of the City are served by adopting a fee, as allowed by state law, to recover the actual cost of staff time incurred by the City for redacting body-worn video recordings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Richland Fee Schedule will reflect a cost of \$0.63 per minute to redact body-worn camera recordings as authorized by RCW 42.56.240(14).

BE IT FURTHER RESOLVED that administrative adjustments to this rate in the Richland Fee Schedule may be made whenever necessary to reflect salary changes of those staff who perform redaction function.

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 February, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Seattle

Body Worn Video Redaction Cost Study

Narrative

February 2017

Background

SPD has implemented a Body Worn Video (BWV) program. Officers will wear body cameras and will capture recordings that are public records subject to the Washington Public Records Act, Chapt. 42.56 RCW (PRA). The PRA allows a law enforcement agency responding to requests for BWV recordings to charge certain requestors the reasonable costs of redacting videos prior to disclosure. The purpose of this cost study is to determine those reasonable costs. Allowable redaction costs are in addition to copying costs that agencies are legally allowed to charge requestors.

Introduction

With the exception of the following requestors, the PRA allows an agency to charge a requestor the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

The purpose of this cost study is to determine the reasonable cost of redacting BWV recordings in order to provide a requestor the estimated cost of redacting particular BWV recordings and, to provide requestors a choice of redaction types in order to reduce costs to those requestors.

Principles

- We charge for redactions based on the parameters provided in the PRA
- We charge staff time directly applicable to redacting videos
- We charge staff time (salary + benefits) for no more than the lowest-paid employee assigned responsibility for redacting video
- We have highly-skilled Video Specialists who apply their expertise to redact video in an efficient and skillful manner
- We use redaction technology that most effectively and efficiently meets the administrative and operational needs of the Department
- We do not charge requestors any costs related to the redaction technology
- The City incurs substantial costs for video management, processing, storage, and redaction technology
- In addition to allowed redaction costs, we charge requestors the actual cost of copies of BWV recordings as provided in the PRA

Types of Redactions

- Targeted Video Redaction of Person or Object with or without Targeted Audio Redaction: This blurs or blacks out the face or identifying features of an individual or object and removes exempt audio content
- Targeted Audio Redaction Alone: This removes exempt portions of the audio
- Targeted Blackout of Screen or Targeted Screen Blur with or without Audio Removal: This completely blacks out targeted segment(s) of video. It may also remove all audio from the segment(s) as called for
- Complete Screen Blur and Audio Removal: This blurs the entire screen for the entire duration of the video and removes all audio for the entire duration of the video
- The types of video redactions are illustrated in the next section

Video Redaction Type Illustrations

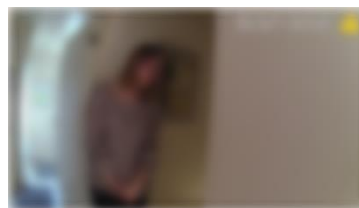
Targeted Video Redaction¹



Targeted Blackout of Screen



Screen Blur²



¹ The size of the dot or shape obscuring an individual or object may vary to ensure that exempt identifying details are sufficiently obscured.

² Screen Blur may be targeted for a specific length of time within a video or for the entire duration of the video at the option of the requestor. Screen blur here is illustrated at 60% blur. The level of blurring may vary to ensure that exempt identifying details are sufficiently obscured

Redaction Process

The cost of redacting video using current technology reflects actual staff time derived from the workflow necessary to apply redactions as detailed in the SPD Redaction Process Workflow, attached to this Cost Study.

Time Studies

Stopwatch style time studies were conducted to determine the amount of time it takes to redact BWV recordings including how long it takes to fully blur and remove audio from an entire video, eliminate one minute of video, redact one minute of simple audio, redact one minute of complex audio, redact one minute of simple video, and redact one minute of complex video.

Time Study Results:

Redaction Type	Actual Time	Redaction Time
Targeted Video Redaction with or without Targeted Audio Redaction	1 Minute per individual or object redacted	10 Minutes per individual or object redacted
Targeted Audio Redaction Alone	1 Minute	5 Minutes
Targeted Blackout of Screen, Targeted Screen Blur with or without Audio Removal	1 Minute	4.5 Minutes
Complete Screen Blur and Audio Removal	Per Video	1 Minute

Video Specialist Weighted Salaries

The weighted salaries for Video Specialists within SPD range from \$.61 per minute to \$.89 per minute. The PRA allows agencies to charge the actual cost of redacting BWV recordings including the cost of redaction technology provided it is the least costly commercially available method. The Video Specialists weighted salary amounts do not include the cost of redaction technology and the City does not intend to charge requestors technology costs at this time. The City intends to charge requestors at the rate of \$.60 per minute of Video Specialist time to redact body worn videos. This rate is below the actual cost incurred by the City for redacting video.

Estimating Redaction Costs

Based on the results of the cost study, SPD Public Disclosure Unit staff will calculate estimated redaction costs at the following rates:

Redaction Method	Estimated Cost Per Minute to Redact	Minutes to Redact Per Minute of Raw Footage	Estimated Cost of Redaction Per Minute of Raw Footage
Targeted Video Redaction with or without Targeted Audio Redaction	\$0.60 per individual or object redacted	10 per individual or object redacted	\$6.00 per individual or object redacted
Targeted Audio Redaction Alone	\$0.60	5	\$3.00

Targeted Blackout of Screen, Targeted Screen Blur with or without Audio Removal	\$0.60	4.5	\$2.70
Complete Screen Blur and Audio Removal	\$0.60	N/A	\$0.60/video

SPD Will Charge Redaction Costs Based on Actual Redaction Time

The City will charge requestors redaction costs reflecting the actual time it takes to redact a particular video calculated at the rate of \$0.60 per minute.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Resolutions - Adoption

Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-20, Authorizing an Interlocal Agreement with Benton County for Aerial Photography

Department:
Assistant City Manager

Ordinance/Resolution Number:
2022-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-20, authorizing the City Manager to sign and execute an Interlocal Agreement with Benton County for aerial photography.

Summary:

In 2012, 2014, 2018, and 2019, the City partnered with Benton County to obtain updated aerial photography for the City's GIS system. The City will partner with Benton County and multiple government agencies in 2022 for orthophotography services in support of an ongoing effort to keep the City's GIS information current.

Consistent with the parties' previous approach to this process, Benton County will take the lead in contracting with Geophex, Ltd. to obtain the updated images. Benton County will administer the contract and seek reimbursement from Richland for its portion of the project cost.

The funds for the City's portion of this project are included in the 2022 Information Technology budget.

Staff recommends approval of Resolution No. 2022-20

Fiscal Impact: Richland will reimburse Benton County in the amount of \$18,638.00 plus B&O tax.

Attachments:

1. Resolution No. 2022-20
2. Proposed Interlocal Agreement for Aerial Photography

RESOLUTION NO. 2022-20

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH BENTON
COUNTY FOR AERIAL PHOTOGRAPHY.**

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW provides for interlocal cooperation between governmental agencies; and

WHEREAS, in 2010, as part of the Information Technology Strategic Plan, the City launched an effort to standardize its existing Graphical Information Systems (GIS) onto a common enterprise-wide GIS platform, and to keep GIS content current by updating aerial photography on a regular basis; and

WHEREAS, in 2012, 2014, 2018, and 2019, the City partnered with Benton County to obtain updated aerial photography for the City's GIS system; and

WHEREAS, the City will partner with Benton County and multiple government agencies in 2022 for orthophotography services in support of this ongoing effort, with Benton County taking the lead in contracting with a vendor; and

WHEREAS, Geophex, Ltd. was selected by Benton County to perform the work; and

WHEREAS, Benton County will administer the contact with Geophex, Ltd. and seek reimbursement from the City of Richland for its portion of the project cost; and

WHEREAS, the funds for the City's portion of this project are included in the 2022 Information Technology Divisional budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with Benton County for aerial photography.

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 February, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERGOVERNMENTAL COOPERATION AGREEMENT

Re: Aerial Photography

THIS AGREEMENT is between Benton County ("COUNTY"), a political subdivision of the State of Washington, and the City of Richland ("RICHLAND"), a Washington municipal corporation.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the purpose of this Agreement is to cooperatively undertake and complete an aerial photography and orthophoto mapping project of portions of Benton and Franklin Counties, including the areas lying within the City of Richland; and

WHEREAS, this project will benefit both, because the COUNTY has a need to update its urban ortho-imagery of the County in 2022, and RICHLAND has a need to update its ortho-imagery of those areas lying within the limits of the RICHLAND Urban Growth Boundary; and

WHEREAS, both parties have the capability to independently acquire and/or produce 2022 ortho-imagery, but if each acted independently, the results would involve redundancies and increased costs; and

WHEREAS, a major goal of this Agreement is to reduce and/or eliminate duplication and save governmental costs; and

WHEREAS, RICHLAND has requested that the COUNTY provide and deliver ortho-imagery of the RICHLAND Project Area, as described in the attached **Exhibit B**, with 4-inch or better pixel resolution; and

WHEREAS, the COUNTY has entered into a personal services contract with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton and Franklin Counties; and

WHEREAS, the COUNTY has included, as part of the contract with GEOPHEX, LTD., all provisions necessary to deliver ortho-imagery of RICHLAND and the areas lying within several local urban growth areas to RICHLAND at the requested 4-inch or better pixel resolution, and the delivery of the Benton County 1 foot or better pixel resolution; and

WHEREAS, RICHLAND has agreed to pay to the COUNTY the cost to deliver ortho-imagery of the RICHLAND Project Area with 4-inch or better pixel resolution.

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall provide all data and resources necessary for GEOPHEX, LTD., to complete the work as outlined in the personal services contract it entered into with GEOPHEX, LTD., for the purpose of undertaking and completing an aerial photography and urban orthophoto mapping project of portions of Benton and Franklin Counties.
2. The COUNTY shall provide all preliminary data received from GEOPHEX, LTD., for the RICHLAND Project Area, as described in the attached **Exhibit B**, to RICHLAND for their review and comment.
3. The COUNTY shall relay RICHLAND's concerns regarding accuracies and visual issues such as seams or structures with edge or displacement effects to GEOPHEX, LTD. and assure that such concerns are addressed in the final product produced by the COUNTY'S contract with GEOPHEX, LTD.
4. The COUNTY shall deliver to RICHLAND a copy of all project deliverables across the entire extent of the Project Area as described in attached **Exhibit A**, including both project documentation and project data, as described in the personal services contract to be entered with GEOPHEX, LTD.
5. RICHLAND shall reimburse the COUNTY for the cost of the delivery of ortho-imagery with 4-inch or better pixel resolution across the RICHLAND Project Area as described in **Exhibit B**. The amount to be reimbursed by RICHLAND to the COUNTY shall be **Eighteen Thousand Six Hundred and Thirty-Eight Dollars and Zero Cents (\$18,638.00)** plus B&O tax.
6. The COUNTY shall submit an invoice to RICHLAND for reimbursement to the COUNTY upon the successful delivery of the project documentation and project data, which shall be payable by RICHLAND within thirty (30) calendar days of receipt.
7. This Agreement does not involve the creation of a separate legal or administrative entity. Except as otherwise provided herein, there will be no real or personal property acquired, held, or disposed of relating to this Agreement, unless agreed upon in writing by the Parties. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property, except as may otherwise be provided herein.
8. The duration of this Agreement will be from the date last signed until December 31, 2022.

9. The administrator of this Agreement will be the Benton County Information Technology Manager.
10. Upon execution of this Agreement, each party will provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and those documents will be attached hereto and incorporated herein as **Exhibit C** (COUNTY) and **Exhibit D** (RICHLAND).
11. A copy of this Agreement will be filed with the Benton County Auditor's Office or posted on the COUNTY's or RICHLAND's website as provided in RCW 39.34.040.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

CITY OF RICHLAND
RICHLAND, WASHINGTON

Shon Small, Chairman

Jon Amundson, ICMA-CM Date
City Manager

Will McKay, Chair Pro-Tem

Attest:

Jerome Delvin, Member

Jennifer Rogers, City Clerk

Date

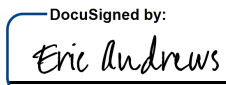
Attest:

Approved as to Form:

Cami McKenzie, Clerk to the Board

Heather Kintzley, City Attorney

Approved as to Form:

DocuSigned by:


B4F7673B88A1486
Eric Andrews, Deputy Prosecuting Attorney

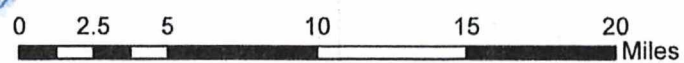
EXHIBIT A PROJECT AREA

Legend

-  City Limits
-  UGA
-  Project Area



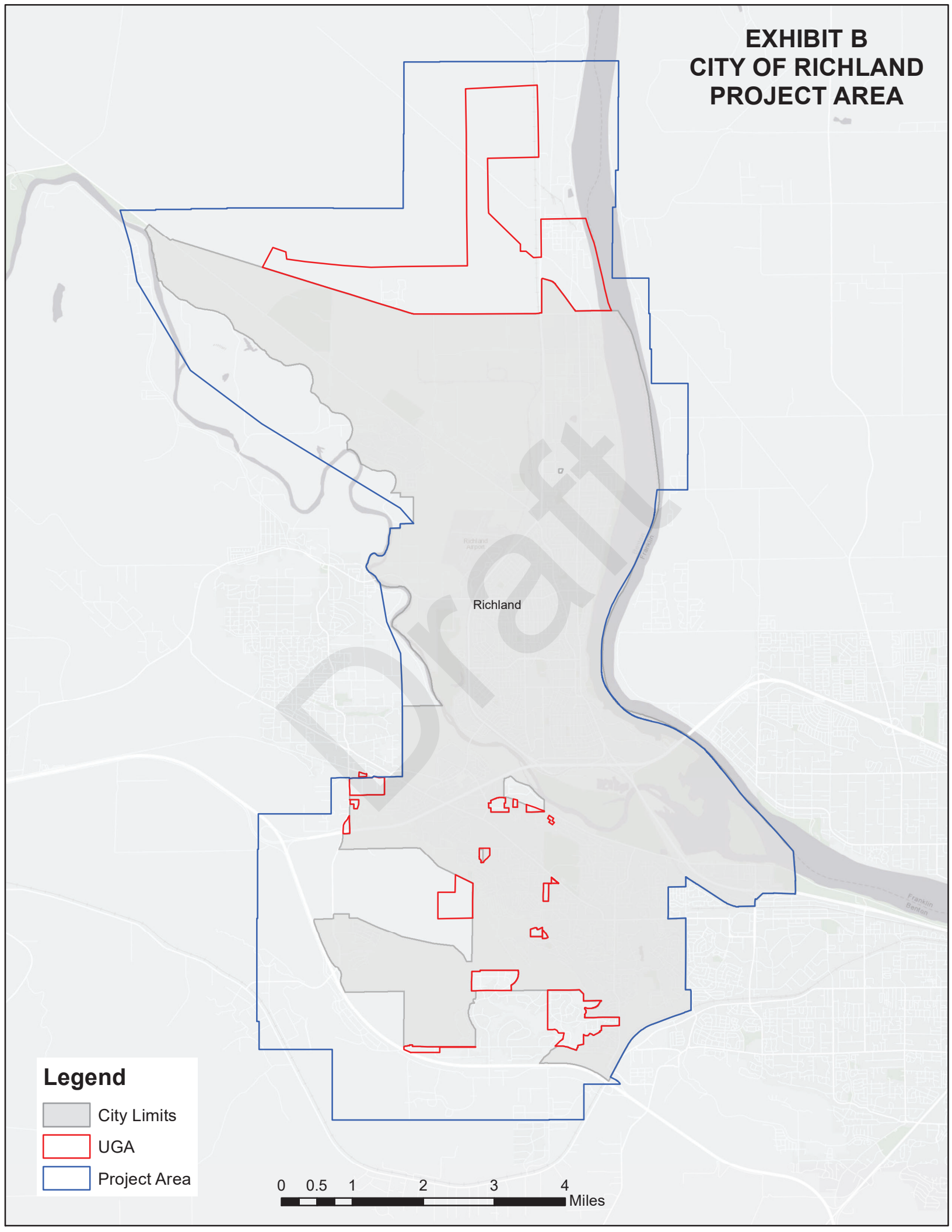
Rural Area



**EXHIBIT B
CITY OF RICHLAND
PROJECT AREA**

Legend

-  City Limits
-  UGA
-  Project Area





Geophex
Surveys

Benton County WA

2022 Orthophoto Update – Revised Quote



Submitted to:

Benton County GIS Department
620 Market Street
Prosser WA 99350

Anthony Von Moos, GIS Supervisor
Benton County Information Technology

Email: Anthony.VonMoos@co.benton.wa.us

Submitted by:

Geophex, Ltd.
605 Mercury Street
Raleigh, North Carolina 27603

Andrew Dawson
President

Email: adawson@geophexsurveys.com
Ph: (919) 578-8857 (ext. 101)
Fax: (919) 578-8849

November 18, 2021

Quote# 20210004

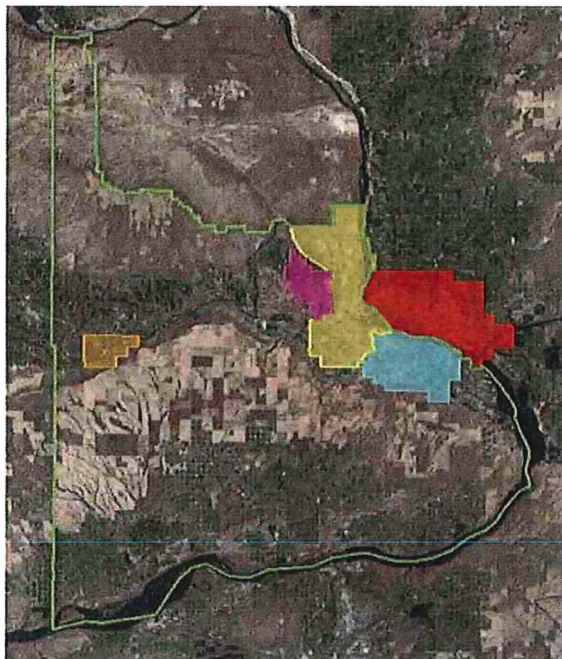
Subject: 2022 Orthophoto Update – Revised Quote

To Anthony Von Moos,

Geophex Surveys would like to offer Benton County our professional orthophoto and photogrammetry services for the County's 2022 Orthophoto Update project. These services will include 4-inch orthophotography for the urban areas of the City of Pasco, Prosser, Richland, West Richland and Kennewick, and 1-foot resolution orthophotography for the entire Benton County area.

Project Areas

The Benton Country project areas are defined by the following diagram.



Benton Project Areas		
	Kennewick (4-inch)	42.61 mi ²
	Pasco (4-inch)	72.71 mi ²
	Prosser (4-inch)	11.91 mi ²
	Richland (4-inch)	73.60 mi ²
	West Richland (4-inch)	16.35 mi ²
Total Urban Area:		217.18 mi ²
	Rural Area (1-foot)	1,333 mi ²

Acquisition

The Benton County imagery will be captured by a Vexcel UltraCam Eagle M3 large format digital aerial camera. The 4-inch photography will be flown with industry standard 60% forward and 30% side overlap and the 1-foot photography will be flown with 80% forward and 30% side overlap. The 1-foot resolution imagery is to be flown with higher forward overlap as autocorrelation methodology will be utilized to generate the DEM for the orthophotography.

The aerial photography will be flown in early spring (late February to mid-March) weather permitting during leaf-off conditions with the 4-inch resolution urban areas being flown as a priority.

Ground Control

The 2022 orthophoto update project will use existing ground control from previous projects wherever possible, with airborne GPS and IMU data being utilized as a secondary control source for the aerial photography. Any additional ground control required to meet the project accuracies will be provided by Benton County in consultation with Geophex Surveys.

DEM

Geophex Surveys will utilize and update the existing DEM for the 4-inch project areas, using the same methodology and processes that we have done for the 2014, 2016, 2018 and 2020 Benton County projects. The 1-foot resolution imagery will be rectified using an autocorrelated DEM generated from the high forward overlap aerial photography. The autocorrelation methodology will provide a DEM that will be generated faster and at a cost savings as compared to a traditionally collected DEM, while still providing high accuracy data that will meet the project specifications for the 1-foot rectifications.

Please note that the auto-correlated 1-foot DEM is an internally generated software product used for the orthorectifications, and is unavailable for delivery and unusable for other applications.

Processing

All aerial photography will undergo full aerial triangulation processing and will be rectified with current DEMs to generate high accuracy orthophotography. All imagery will be also be radiometrically balanced and seamlessly mosaiced to provide orthophotography that is even in tone and consistency. Prior to delivery, all data will undergo a thorough quality control procedure.

Accuracy

The 2020 Benton County orthophoto update project will meet the required project accuracies of $\pm 1\text{ft}$ RMSE for the 4-inch resolution and $\pm 3\text{ft}$ RMSE for the 1-foot resolution.

Deliverables

All project areas shall include:

- 4-band color (R,G,B,NiR) orthophoto imagery in 4-inch and 1-ft resolution as required
- Digital orthophoto tiles delivered in uncompressed, rectified GeoTIFF format
- Compressed tiles in ECW, JPG2000 and MrSID formats
- Updated DEM for the 4-inch orthophotography
- An ESRI shapefile containing all seamlines used for the orthophoto tiles
- Final digital data (orthophotography, 4-inch DEM) shall be delivered on a USB 3 with USB 2 compatible external hard drive

Schedule

- The aerial photography will be flown in early spring (late February to mid-March) weather permitting during leaf-off conditions with the 4-inch resolution urban areas being flown as a priority.
- Final deliverables will be completed approximately 16 weeks following confirmation of successful acquisition of the aerial imagery.

Ownership

- Benton County and its partner cities will retain 100% ownership of the delivered data with no restriction on use.

Project Experience

Geophex Surveys has extensive experience successfully providing orthophoto data to Benton County, with our 2014, 2016, 2018 and 2020 projects meeting all project and accuracy specifications. Providing geospatial data over multiple years allows for familiarity with specific project requirements resulting in a more efficient workflow, and accumulation of valuable data including ground control. Geophex Surveys would look forward to working with Benton County again for their 2022 orthophoto update program.

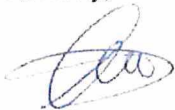
Pricing

4-Inch Urban Orthophoto	Area (mi²)	% area	Total cost
Pasco	72.71	33.5	\$ 18,412.00
Kennewick	42.61	19.6	\$ 10,790.00
Richland	73.60	33.9	\$ 18,638.00
W Richland	16.35	7.5	\$ 4,140.00
Prosser	11.91	5.5	\$ 3,016.00
Total Benton Franklin Cities	217.18	100%	\$ 54,996.00

12-Inch County Orthophoto	Area (mi²)	% area	Total cost
County Orthophoto	1333.00	100%	\$ 57,483.00
Total cost			\$ 112,479.00

- Applicable taxes not included.
- Invoicing will be monthly based on work complete
- This price is valid for 90 days

Sincerely,



Andrew Dawson

Email: adawson@geophexsurveys.com

Ph: (919) 578-8857 (ext. 101)

Fax: (919) 578-8849



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2022-21, Authorizing a Consultant Agreement with SPVV Landscape Architects for Design and Construction Management Services for the West Village Park Project

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

2022-21

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-21, authorizing the City Manager to sign and execute an agreement with SPVV Architects for Design and Construction Management Services for the West Village Park Project.

Summary:

The City is obligated to purchase property and begin construction, in phases, of Badger Mountain South's thirty (30) acre West Village Park in accordance with a development agreement between the City of Richland and NorAm Investments, LLC.

Staff recently completed a public outreach effort to review a draft long-range plan for the park. The proposed consultant agreement with SPVV Architects will incorporate public feedback into a final long-range plan, create construction documents, and provide construction management services. The final long-range plan will be reviewed by the Parks & Recreation Commission and submitted to the City Council for approval.

The future construction contract will be authorized by the City Council, and construction of this first phase of the park is expected to begin by early fall this year.

Staff recommends adoption of Resolution No. 2022-21.

Fiscal Impact:

The contract with SPVV Architects for services related to the West Village Park Project will not exceed \$300,000.

Attachments:

1. Resolution No. 2022-21
2. Proposed Consultant Agreement - SPVV Landscape Architects

RESOLUTION NO. 2022-21

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH SPVV
LANDSCAPE ARCHITECTS FOR DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES FOR THE WEST VILLAGE PARK
PROJECT.**

WHEREAS, in 2010, Richland City Council adopted Resolution No. 77-10, authorizing a Master Development Agreement (“Original Agreement”) with Nor Am Investments, LLC for development of the Badger Mountain South neighborhood; and

WHEREAS, the Original Agreement obligates the City to a number of actions, including the development of West Village Park; and

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes a project entitled West Village Park; and

WHEREAS, a draft long-range plan has been routed for public comment as the first step toward development of the park; and

WHEREAS, on December 5, 2021, the City issued a Request For Qualifications (RFQ) for design services to finalize the long-range plan and create construction documents for West Village Park; and

WHEREAS, the City received four (4) submittals as part of a competitive selection process, and identified SPVV Landscape Architects as the most qualified consultant for this project; and

WHEREAS, the City has received a proposal from SPVV Landscape Architects to provide complete design services on the park on a time and material basis not to exceed \$300,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that that the City Manager is authorized to sign and execute a consultant agreement with SPVV Landscape Architects to provide design services to complete a long-range plan, create construction documents, and provide construction management services for development of the West Village Park project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of February, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

West Village Park – Landscape Architect

This Agreement is entered into this _____ day of February, 2022 (“Effective Date”) by and between the **City of Richland (“City”)**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **T.C. Sherry & Associates, P.S. d/b/a SPVV Landscape Architects (“Consultant”)**, a Washington for-profit corporation with service at 1908 W. Northwest Boulevard, Suite A, Spokane, WA 99205. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 21-0120
 4. ☒ Exhibit B: Solicitation No. 21-0120 proposal response submitted by Consultant dated December 20, 2021.
 5. ☐ Additional Documents – n/a.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2022.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2022.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Three Hundred Thousand Dollars and Zero Cents (\$300,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. **INSURANCE**

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Thomas C. Sherry
Name of Firm: SPVV Landscape Architects
Address: 1908 W. Northwest Blvd., Suite A
Address: Spokane, WA 99025
Email: tsherry@spvv.com
Phone Number: 509-325-0511
Fax Number: N/A

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work



January 12, 2022

Mr. Ruvim Tyutyunnik
Project Manager
City of Richland Parks and Public Facilities
2700 Duportail Street
Bldg. 100
Richland, WA 99352

RE: West Village Community Park, Draft Proposal

Good morning, Ruvim--

Thank you for the opportunity to prepare this proposal for the preparation of design documents for the West Village Community Park. I have prepared this draft scope of services, including landscape architecture, architecture, civil engineering, surveying, geotechnical, electrical engineering, and special consulting services for playground and spray pad design.

Our attached scope of services is provided in 'short form' format, for inclusion into a standard City of Richland services agreement.

With best regards,

Thomas C. Sherry,
President
SPVV Landscape Architects

1908 W. Northwest Boulevard, Suite A | Spokane, WA 99205 | P: 509.325.0511 | F: 509.325.0557 | www.spw.com

PROJECT UNDERSTANDING AND SCOPE OF SERVICES

Project Understanding:

We understand that the scope of work for this project includes the creation of an updated master plan for the West Village Community Park, and phased construction documents for an approximately 33 acre project with a capital improvement budget for design and construction for the first phase of approximately \$2.5 million. The anticipated schedule for the work would begin upon authorization, with a wrap up of the construction document phase in May of 2022 for a first-phase construction bid immediately following, per the schedule illustrated in our Statement of Qualifications from December 2021.

SPVV Landscape Architects will serve as lead consultant on the project, supported by Knutzen Engineering. Under their scope of services, Knutzen will provide civil and structural engineering design, SEPA preparation, assist in obtaining the general construction stormwater permit, and provide services during construction. Architectural services will be provided by MMEC Architecture of Kennewick, including the design of restrooms, shelters, a maintenance facility, and other structures as needed. They will include required MEP under their scope, along with required NREC calculations, and assistance in permitting and construction administration. Coffman Engineering will provide electrical engineering services for the project, including all site electrical, building electrical, playfield and parking lot lighting, and other site electrical needs as required, as well as services during construction. Playground / splashpad design consulting services will be provided by Northwest Playground. Geotechnical and survey services will be provided by specialty consultants.

Landscape Architect's Basic Services

Project Startup and Data Collection

- Meet with Client to discuss the Project's design program, regulatory requirements, budget and schedule; ownership, survey and utility information.
- Review applicable building and zoning codes, project specific codes, covenants and restrictions, and utility availability.
- Prepare boundary and topographic survey through a third-party firm. Work will include:
 - a) Ordering a current title report of the property to adequately describe the property boundaries and list all Schedule B easements or encumbrances.
 - b) Perform a private utility locate service to locate any potential conflicts on the site which are not public utilities.
 - c) Call in for a public utility locate service (Dig-Alert).
 - d) Perform a boundary and topographic survey. Provide existing contours and elevations, locations of existing utility structures and underground utilities from public and private locate services. Locate existing fencing, flat work, parking, property boundaries, and other pertinent features.
 - e) Provide topographic survey in AutoCAD.

Master Plan Phase

- Prepare first-phase and 'build out' concepts for the approximately 33-acre site. These design concepts will be provided to the City for review and comment on overall program content, field sizing, parking quantities and accessory structures such as restrooms, picnic shelters, maintenance facilities, utility pedestals, etc. We will refine these design concepts in general form to serve as the basis for final design of the project.

We will, during this effort create an anticipated Phase 1 project, with probable costs of construction to conform to the approximate \$2.5 million. Additional phases will be identified as well and anticipated costing provided for those as well.

- Anticipated deliverables: Updated master plan for overall 33 acre site for internal City of Richland review and approval; probable costs of construction.

1908 W. Northwest Boulevard, Suite A | Spokane, WA 99205 | P: 509.325.0511 | F: 509.325.0557 | www.spvv.com

Construction Documents Phase

- Upon approval of the master plan for the site, we will prepare Construction Documents for a multiple phase construction effort that details the Project's construction requirements including site grading and erosion control plans, hardscape plans, architectural plans electrical plans, landscaping plans; irrigation plans; landscape and site furnishings construction details; and project technical specifications.

- Anticipated submittals include 50%, 90% and 100% submittals to be used for coordination, value engineering, permitting, and project costing. Additionally, a Release for Construction/Conformed set will be provided. A submittal for permitting will include required calculations for code compliance.

- Specific scope items include the following:

- a) Coordinate with Client, City, and design team members.
- b) Attend design and public meetings and workshops during the design phase as needed.
- c) Prepare a SEPA checklist and coordinate with City on Environmental Determination.
- d) Prepare an itemized probable cost of construction for architectural, landscape, civil and electrical improvements.
- e) Prepare required approach drawings for new approaches to the property from adjacent rights of way.
- f) Provide a site plan which shows the horizontal layout of new parking lots, striping, curbing, driveway entrances, landscape and irrigated areas, and all required ADA walkways. The site plan will include a selective demolition plan which will show a new curb cut for the new driveway, and possibly minor road cutting/patching as needed for utility services to the Project.
- g) Prepare a demolition, erosion and sedimentation control plan to satisfy the City's requirements for storm water permitting.
- h) Prepare an application for a General Construction Storm Water Permit through the department of Ecology.
- i) Provide a grading plan for the Project's parking lot to establish the proper drainage to stormwater facilities.
- j) Provide a utility design plan including sewer, water, irrigation, storm, dry utilities and parking lot lighting.
- k) Coordinate with utility purveyors for new services for irrigation, potable water, sewer, telecommunications and natural gas.
- l) Provide an engineered stormwater system for disposal of all on-site runoff.
- m) Provide a stormwater report for submittal to the City.
- n) Provide all copies necessary for submittal to the City for review and obtain engineering plan approval. It is assumed the approval will take no more than one (1) review, with one (1) re-issue to the City for approval.
- o) Prepare architectural plans including plan, elevation, section drawings for shelters, restrooms, maintenance buildings and other accessory structures; including structural and mechanical/electrical/plumbing plans, schedules, details and specifications.
- p) Prepare irrigation, landscape and site furnishings plans, details, along with general and technical specifications.

Construction Procurement Phase

- Assist Client to obtain and evaluate construction proposals.

Construction Phase

- Participate in bi-weekly construction site visits during a single construction phase with the Project's contractor and/or subcontractor(s) to generally review the progress of construction and to see if the work completed is generally consistent with the intent of Landscape Architect's Construction Documents. Provide at a minimum, a monthly report on construction progress.

- Upon completion of any public improvements, surveyed as-builts may be required by the City. Upon receipt of the as-built survey from the contractor, we will incorporate the contractor and surveyed as-builts with the City and provide them to the City for review and upon acceptance provide a copy of record drawings to the City.

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- Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

- Review required contractor submittals, RFI's, shop drawings and samples, but only to determine if they conform to the design visual and aesthetic design intent.

- Review contractor's payment applications to determine if the amount of work represented as complete is generally consistent with the Landscape Architect's observations during its site visits. Landscape Architect's review shall be subject to any noted qualifications by the Landscape Architect. Client understands that the frequency of the Landscape Architect's site visits may limit Landscape Architect's ability to review certain payment applications. Landscape Architect's review shall not be a representation that Landscape Architect has supervised the work, or that Landscape Architect has reviewed how or for what purpose contractor has used or intends to use Owner's payments.

Additional Services

- Additional services are not expected at this time. Additional Services and associated fees are not a part of the proposed fee schedule for this agreement unless confirmed in writing. Additional services may include the following:

- Alternative Cost Studies over and above project costing included in the basic scope of services.
- Energy- and Life-Cycle Cost Analysis
- Commissioning and Training
- Enhanced Commissioning
- Value Engineering participation and implementation over and above scope items as previously identified within.
- Travel, over and above site visits, project meetings and workshops over and above scope items as previously identified within.
- Renderings and document reproduction
- Preparation and administration of landscape maintenance specifications and observing maintenance operations beyond 90 days after Substantial Completion.
- Separate bid and construction packages, over and above scope items as previously identified within.
- Professional Liability Insurance coverage over \$1 million.

Excluded Services

Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include special testing and inspection; soils compaction; construction staking, as-built survey, and easement legal descriptions or preparation; boundary line adjustment and ROW dedication document preparation; traffic engineering of any kind; Payment of any agency applications, permits, and/or plan check fees.

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession as mandated by the State of Washington.

Client's Responsibilities

- Client agrees to provide Landscape Architect with all available property information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items, however, it is the responsibility of the Landscape Architect to inform the Client of discrepancies and deficiencies in the data if found to be incorrect.

- Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

- Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

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- Client agrees to provide the items described above and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Estimated Schedule and Project Budget

- Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and/or Project budget. Client acknowledges that significant changes to the Project or construction schedule or budget, or the Project's scope may require Additional Services of the Landscape Architect.

We understand that the first-phase construction budget is approximately \$2.5 million, with subsequent construction phases undetermined with regards to cost; and that the design is intended to be completed by the end of May, 2022 for summer/fall 2022 construction of the first phase.

Compensation and Payments

We propose to complete the work on an hourly basis, not to exceed a stipulated sum of \$300,000. At this time we are gathering preliminary proposals from our design consultants. As we refine the scope during the early design phase, we should be able to provide more detail and clarity to specific disciplines design fees.

Invoices will be prepared on a monthly basis, and will include the summary invoice from SPVV, and copies of consultant invoices. The summary invoice will include SPVV's staff hours, standard billing rates and a description of work completed during the billing period, and line-items for each subconsultant with a 10% markup for administrative costs. Consultants will likewise provide hourly invoices for their services to SPVV.

SPVV Standard hourly rates:

Standard hourly rates:	
Principal	\$150
Landscape Architect	\$125
Landscape Designer	\$115
Irrigation Designer	\$105
Clerical	\$65

- Reimbursable Expenses are included in stipulated sum and will be tracked and invoiced accordingly, per the terms of the standard contract.

- Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month.

Please contact me with any questions or comments at your convenience.

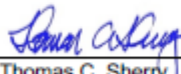
 _____ Thomas C. Sherry	_____ Client Name, Firm
_____ President	_____ Title
_____ January 12, 2022	_____ Date

EXHIBIT B: Proposal Response Submitted by Consultant

12/20/2021

SPVV LANDSCAPE ARCHITECTS

STATEMENT OF QUALIFICATIONS



CITY OF RICHLAND WEST VILLAGE PARK

	City of Richland	Solicitation Number: RFQ 21-0120
	Attachment A RFQ Signature Form and Addendum Acknowledgement	

West Village Park – Landscape Architect

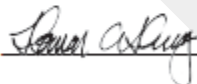
ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

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

Respectfully submitted this 20th day of December, 2021.

Name of Firm: SPVV Landscape Architects

Address: 1908 W. Northwest Boulevard, Suite A, Spokane, WA 99205

Signature: 

Name (Print): Thomas C. Sherry

Title: Principal

Email: tsherry@spvv.com Phone: 509-325-0511

EXECUTIVE SUMMARY

Thank you for your consideration of our team for this great project. Our team will be led by SPVV Landscape Architects, founded in 1995 and a firm with hundreds of constructed parks and recreation projects in our portfolio, and thousands of other works across the breadth of our profession. All of the experience we've gained in those projects brings us to West Village Park, which we think is a fantastic addition to the recreation fabric for Richland and her citizens, and a facility that will be treasured by residents for decades to come.

We've assembled a team of consultants that we feel is ideally suited to serve the City of Richland under SPVV's leadership. We're joined by Knutzen Engineering of Kennewick, who we've worked with since their founding. MMEC Architecture & Interiors joins us from their Kennewick office, and will provide another local resource and an experience base that SPVV has worked with for more than twenty years. Electrical engineering services are provided by Coffman Engineering in Spokane, another firm that we've worked with for decades. A specialty consultant, Northwest Playground/Water Odyssey, will assist with splash pad design and inclusive playground design input.

Each of these firms has worked with SPVV on projects like this in the past—a proven team that's ready to go. In more detail:

SPVV LANDSCAPE ARCHITECTS

LANDSCAPE ARCHITECTURE

Small but mighty. SPVV Landscape Architects is a professional services firm focusing exclusively on landscape architecture. We are equally at home when working with the public to explore ideas and desires for new public spaces, working with our education and medical clients to provide creative educational spaces and places of comfort for those in the hospital or requiring medical care or working in a dozen other market areas.

Our favorite work, though, is in the creation of designs for our public parks and open spaces, and a significant amount of our practice is working with our allied team members to produce contract drawings and help facilitate the construction process with our project owners to ensure that the design content, quality, schedule, and budget are met. Our staff is trained throughout their careers to be engaged in both the design and the construction process; working with the many consultant teams required on our projects, and working with public agencies to see that the mission of the project is fulfilled. With a collective experience of 126 years and thousands of projects in our history, we believe that SPVV is the best-qualified team to serve the City.

The firm—and the team for West Village Park—is led by Tom Sherry, a landscape architect with nearly 40 years of experience in public project design, parks and recreation planning, production of construction documents, and construction observation. Tom's experience includes more than thirty years of completed projects in parks and recreation, K-12, municipal, commercial, and multi-family projects in the Tri-Cities area. Tom has served as on-call landscape architect for Spokane County Parks and Recreation for twenty-four years, leading the effort to produce parks master plans, RCO grant applications, construction document packages for numerous major park facilities, and serving as owners' representative in the construction and closeout effort. Tom will be joined by landscape architects Darren Teal and Ken Van Voorhis, and landscape designer Gina Smith. Darren and Gina will be primarily responsible for construction document production, and Ken for quality management. We also pride ourselves in our long-time staff—the folks you're working with today will be part of the firm for a long time to come.

SPVV has completed more than 200 projects in park master planning and design; parks and playscapes; sports complexes; recreational facilities; and trails and trailheads. Additionally, SPVV staff has played an integral part in developing several parks and recreation system master plan documents in small towns and recreation-oriented communities, many of these involving RCO grant funding. Representative projects completed by the firm include Riverfront Park's West Havermale Island (Spokane); the Airway Heights Recreation Center; Orchard Park (Liberty Lake); and Bidwell Park & Aquatic Center, Plante's Ferry Sports Complex, and Prairie View Park and Aquatic Center, all in Spokane County. In Pasco, SPVV is working with the City of Pasco for the new "A" Street Sports Complex, which will go to bid in early 2022. For the City of Richland, SPVV has assisted in the completion of the Badger Mountain Trail Steps and the under-construction pickleball courts at Claybell Park.

The firm's expertise in the production of design drawings for parks and recreation work includes an exceptionally deep well of knowledge that is required for proper grading and drainage design, irrigation design, sports facility design, and design of accessible and inclusive playspaces. Advance planning for future improvements in subsequent phases must be a key consideration early in the design of the first phase of work, and a thorough understanding of the maintenance capabilities of the owner is equally important.



ORCHARD PARK, LIBERTY LAKE



SPVV's sports facility design experience also includes artificial turf for high-performance fields, which is an expanding need throughout the region. Recent projects locally include Kennewick High School and Southridge High School's new football/soccer fields, and advance planning for the future third Pasco High School which will include an artificial turf field. Numerous projects of a similar nature have been completed for Spokane Public Schools, Whitworth University, and Eastern Washington University. Parks, however, are seeing this demand coming as well—planning in advance for these possible fields is important to consider early on in the process.

SPVV will serve the project from our office in Spokane, located at 1908 W. Northwest Blvd, Suite A, Spokane, WA 99205. During the expected duration of the West Village Park project, SPVV staff will be in the Tri-Cities area regularly, to serve multiple projects that are on-going. We expect to be in the immediate area quite regularly for the foreseeable future.

The SPVV team includes allied professionals who we've worked with for many years on projects like West Village Park, bringing the City of Richland an experienced team that knows how to work together to best serve the client, the public, and the work to be done.

KNUTZEN ENGINEERING CIVIL & STRUCTURAL ENGINEERING

Local, community-based design: Knutzen Engineering (KE) is quickly becoming one of the Tri-Cities' most reputable civil/structural engineering design firms. Conveniently located within the bustling Southridge area of Kennewick, WA, the firm was founded in 2015 by its president Paul Knutzen. Paul founded the firm in response to providing the best service and thoughtful designs with the end user in mind. We work hand in hand with all our clients to see their projects from conception to completion.

Knutzen is a native of the Tri-Cities since 1977, and very active within the community. He is the recipient of the 2014 Tri-Cities Engineer of the Year award and the 2012 Young Professional of the Year Award. Paul previously served as Director for the local Home Builder's Association, previous Director for the local American Society of Civil Engineers Chapter, and has been recognized for the PSMJ Circle of Excellence Award for three consecutive years in a row.

Being familiar with the unique permitting processes for this area gives his clients an advantage to successfully permitting their projects.

We strive to exceed our clients' expectations on every project: deriving unique cost-saving solutions to complex problems with the strictest consideration of the overall costs of a project and looking at the big picture, and listening to our clients and providing guidance, direction, and technical support throughout the entire project. We are very proud that a majority of our business comes from repeat clients, which serves as a testimony of the quality and value of services that KE provides and our commitment to building long-term relationships.



UNIVERSITY HIGH SCHOOL ARTIFICIAL TURF FIELD, SPOKANE VALLEY

COFFMAN ENGINEERS ELECTRICAL ENGINEERING

Energize the design: Coffman Engineers is a locally-driven engineering firm reinforced by a national network of over 580 employees offering multi-discipline capabilities. Our teams and processes scale quickly and move nimbly, allowing us to provide engineering solutions that are smart, practical, efficient, and have a positive impact on cost, scope, and schedule. Our relationships internally and across offices help us succeed. Our clients find they benefit from our size, extensive experience, and diversity. Coffman's office is located at 10 North Post Street Suite #500, Spokane, WA 99201.

Coffman nurtures a progressive corporate culture, encouraging new ideas from staff members, and inviting participation from clients and owners. While we work hard, we also try to maintain a sense of humor, understanding that camaraderie and mutual respect are essential for developing strong relationships. We bring creativity to our designs, proven results in practical engineering solutions, and all of this is reflected in the lasting relationships we have with our clients.

Recreational projects stretch our creativity, and we have fun designing them for others to find the same enjoyment. Whether engineering ecosystem support for animals in a zoo, designing structures to house 55-foot climbing walls, or designing pools, recreational centers, sports facilities, parks, trails, clubs, and private estates, we welcome the challenge to develop innovative engineering solutions. Coffman's Spokane office has worked on a wide variety of parks and recreation facilities for local municipalities, including Idaho State Parks and Recreation, City of Spokane Valley, City of Spokane, Spokane County, City of Liberty Lake, City of Airway Heights, and Washington State Parks and Recreation. Coffman has also worked on recreation facilities for several local schools and family housing developments.

MMEC ARCHITECTURE & INTERIORS

ARCHITECTURAL

Personalized service: MMEC is a 19-person firm specializing in architecture, interior design and construction management. With offices in Kennewick and Spokane, MMEC provides personalized service to clients throughout the Pacific Northwest. MMEC was founded in 1999 with the goal of offering small firm attention based upon large firm experience. We maintain a high level of principal involvement on each project which creates a uniquely collaborative office environment that ultimately benefits our clients. We strive to develop relationships and listen so that we fully understand client needs, priorities, and goals, then tailor our services to fit these needs.

NORTHWEST PLAYGROUND/WATER ODYSSEY PLAYGROUND & SPLASH PAD

The local play experts: Northwest Playground Equipment has been in business for over 25 years. Our experience varies from small replacement part projects to large turnkey playgrounds that include excavation, concrete border and approaches, drainage systems, and equipment and surfacing installation. Northwest Playground has completed over 3000 playground builds including dozens of destination playgrounds similar in size to your proposed scope and budget.

Our list of customers includes nearly every school district and major parks department in the Pacific Northwest. References are available upon request.

The main responsibility for this project will be with the local sales consultant, Chris Brummett, sales manager Eric Arneson, playground design team from Playworld along with our in-house designer, Ben Lynn, and President, Bob McGarvey. They have qualifications that include:

- NPSI Certification as a Certified Playground Safety Inspector Nine National Playground Safety Inspector (NPSI) certified personnel. We also have been trained on the ADA Law and age appropriate requirements.
- Decades of combined experience in the playground industry with thousands of completed projects.
- Training in the Americans with Disabilities Act and ADA Guidelines pertaining to Accessibility of Public Playgrounds.
- Our in-house team has planned and designed playgrounds for most of the School and Park Districts across the Northwest and is very familiar with designing large scale projects like West Village.
- All designs will be compliant with the ASTM F1487-07, CPSC, ADA, and the equipment provided will be IPPEMA Certified.
- The City of Richland will receive a letter at the end of the project stating that all equipment was installed to meet all ASTM F-1487-07, CPSC, and ADA from a CPSI certified consultant.
- Third party inclusive design review from Mara Kaplan at Let Kids Play if desired.

All our design and consultants are CPSI certified to the ASTM Standard for Public Playground Safety and re-certify every 3 years.

The individual sales consultant, Chris Brummett, serves as the project manager and each of our sales representatives has significant experience in all issues and activities relevant to playground design and installation.



YAKIMA RIVER GATEWAY TRAILHEAD, CITY OF WEST RICHLAND, MMEC ARCHITECTURE



HART FIELD CONCESSIONS BUILDING, SPOKANE, MMEC & SPVW

PROJECT APPROACH

7

We have an aggressive schedule to complete the preparation of the final design and bid documents by May 2022. We've prepared the anticipated scope of work, required coordination and deliverables, and feel that this is an achievable schedule with some key background material provided by the City at the onset of the project.

To prepare the project approach, we've started with the time available to deliver the project and crafted the approach accordingly.

FINAL DESIGN PROGRAMMING & FINAL PROJECT DESIGN:

COMMUNICATION, WORK PLAN, & MEETINGS: Regular team communication during this phase of work will include the initial project kick off meeting, where the overall project schedule and anticipated deliverables provided to the team, followed by bi-weekly online meetings with all team members and representatives from the City. In alternating weeks, file updates from each consultant will be provided to SPVV for ongoing coordination and dissemination to the team. We would anticipate a monthly meeting between SPVV key staff and City representatives in Richland. Regular team meetings will include a standard agenda with a review of action items, schedules, upcoming deliverables and team-member specific tasks. In the past, SPVV has broken up our team meetings into a format that allows discussion of landscape and site/civil items during a specific time window, then architectural/MEP (mechanical, electrical, plumbing) in a later window, to provide better efficiency for the design team's time.

Internally, SPVV will hold the master project schedule, and will assign staff as needed to meet the schedule, ensure coordination with

the team, and provide clear communication to the City. SPVV meets regularly each week with all staff to review all project schedules and to coordinate staffing assignments.

DATA COLLECTION & ANALYSIS:

Upon contract authorization, the first step in the design process is to collect available information on the property, such as the topographic survey and cultural resources inventory, initiate a geotechnical study, and gather available utility information.

With the initial design program in hand, we would suggest some additional improvements for consideration by the City and the community prior to the completion of a final design.

A design refinement process would explore each of these items in conversations with the City and key stakeholders. A deeper dive into the design process like this often results in expansion of recreational offerings while tuning the design to very efficient cost savings measures in construction, long term maintenance, and recreational offerings.

With the exploration of these items, a priority list is generated, and the design is refined in keeping with the prioritization. Final design approval is recommended by the City prior to the advancement into the production of construction documents.

ANTICIPATED DELIVERABLES:

Refined master plan with verified field dimensions, refinements to pedestrian and vehicular circulation, building locations, utility service points stormwater facilities, extent of irrigated areas, extent of landscape types including buffers and landscaping

required by code, etc.

PHASING PLAN:

During the design refinement phase, and working with the initial and final design program, we'll study logical sequences of construction for first and following phases of construction to ensure that required infrastructure is in place; that finished work is not demolished for later phases to the greatest degree possible; and that the phasing meets the programmatic needs of the Parks Department and stakeholders.

The heavy lifting is almost always in the first phase of work. Major utilities, hardscape construction, restrooms, pathways, and street development are often the majority of the construction effort to provide the sound basis for future construction. Balance has to be found between the hardscape work and the program needs of open space, active fields and age appropriate activities. Subsequent phases will build on that initial phase, adding amenities, additional fields, shelters and parking—again, following a logical sequence of development. We don't want to tear up work that's two years old due to poor planning.

The phasing plan is well underway and well understood prior to the completion of the first submittal in the construction document phase.

ANTICIPATED DELIVERABLES:

Graphic plan illustrating in general terms phases over a three year development scenario, identifying critical utility needs, development work per anticipated budget levels, balance of amenities incorporated per phase; preliminary probable cost of construction per phase.



BIDWELL PARK, SPOKANE COUNTY



BIDWELL PARK SPLASH PAD

Qualifications Statement / West Village Park / 12.20.21

SPW Landscape Architects





SHADE SAILS AT KENNEWICK HIGH SCHOOL



PRAIRIE VIEW PARK



PLANTE'S FERRY PARK SOFTBALL FIELD



BIDWELL PARK PLAYGROUND

Qualifications Statement / West Village Park / 12.20.21

CONSTRUCTION DOCUMENT PREPARATION: 30%, 60%, 90%, PERMITTING, & FINAL BID DOCUMENTS

Working with the approved final design and the anticipated phasing plan, construction documents will be prepared for the entire project, inclusive of all future development phases. For a project of this size and complexity, we anticipate a drawing set of perhaps 75 to 100 sheets of plan drawings in multiple sets in addition to general and technical specifications.

ANTICIPATED DELIVERABLES:

The construction document phase will include multiple submittals to the City for review and comment, at 30%, 60%, and 90% levels of completion; a permit submittal; and an Invitation To Bid submittal (100% documents plus City permit comments). The anticipated deliverables at the conclusion of this phase of work will likely include the following, subject to the selection of site-specific architectural elements vs. pre-fabricated structures, among other design elements:

General: Drawing index, cover sheet, overall site plan with phasing boundaries.

Civil: General civil information, site survey, erosion control plans, grading plans, civil site plans, stormwater plans, utility plans, horizontal control plans, signage and striping plans, road plans as applicable, and civil details.

Landscape: Irrigation overview with phasing; irrigation plans with booster pump, control, and filtration; landscape overview with phasing; landscape plans; enlargement of play areas, splash pads and other landscape site features, including details for pumps, filters and recirculation elements for splash pad; irrigation details; landscape details; and hardscape details for play elements and site furnishings.

Architectural: Overall architectural site plan with phasing, code plans as required, floor plans, door and window schedules, exterior elevations, building sections, wall sections, roof details, enlargements, and ceiling plans.

Structural (under Architectural consultant as needed): General notes, floor plans, foundation plans, framing plans, roof framing plans, foundation details, and framing details.

Food Service (under Architectural consultant for concession building as needed): Food service equipment plan, utility schedule, plumbing and electrical rough-in plans and schedules, equipment elevations, and exhaust hood details.

Mechanical and Plumbing (Under Architectural consultant as needed): General notes and

PROJECT APPROACH 8

schedules, mechanical and plumbing schedules, floor plans, mechanical and plumbing sections, details, and control diagrams.

Electrical: Electrical site plan, lighting control plan, power plan, systems plan, enlarged plans, electrical details, site lighting details, one-line diagram, lighting schedules, NREC (Non-Residential Energy Code) compliance, and panel schedules.

BIDDING & AWARD:

The bidding and award phase will include assisting the City in preparing the invitation to bid for the first phase of work; a review of the advertisement, and preparing the electronic bid package of plans, technical specifications, general specifications and bid forms used by the City of Richland. SPVV will conduct a pre-bid meeting in Richland with our associated team members available to respond to inquiries during the bid period. SPVV will coordinate the issue of addenda, clarifications, responses to bidders' questions, notes from the pre-bid meeting, plan holders, etc. SPVV will attend the bid opening, review all bids received to determine bidder responsiveness, and prepare a recommendation on the bid for action by the City.

ANTICIPATED DELIVERABLES:

Final bid package, addenda and clarifications, and review of responsive bids for City action.

CONSTRUCTION ADMINISTRATION/CLOSEOUT:

The construction effort for a project of this scale is a multi-year effort completed over several phases. With the design documents completed for the entire project, and future phases not included in the Phase 1 bid, the contracting team can see the scope of the overall project.

SPVV and our team members will be on site during the construction effort at regular periods to attend regular construction meetings that will be required of the general contractor, observe the work, respond to requests for clarification, prepare and review change orders, prepare field reports, review pay applications, and in general observe the work to ensure conformance to the approved plans and specifications. As the first phase of the work concludes, the SPVV team will review the contractor-prepared punch list, add items as observed in the field, and review the completion of punch list items in a backcheck. Our team will review required record drawings, operations and maintenance information, warranties, and other elements required for the completion of the work.

ANTICIPATED DELIVERABLES:

Field reports, architects' supplementary instructions (ASI's), change order proposals, change order reviews, pay application review,



SPVV Landscape Architects



ADA ACCESSIBILITY TO BALLFIELDS, BIDWELL PARK



CONSTRUCTION ADMINISTRATION AT RIVERFRONT PARK

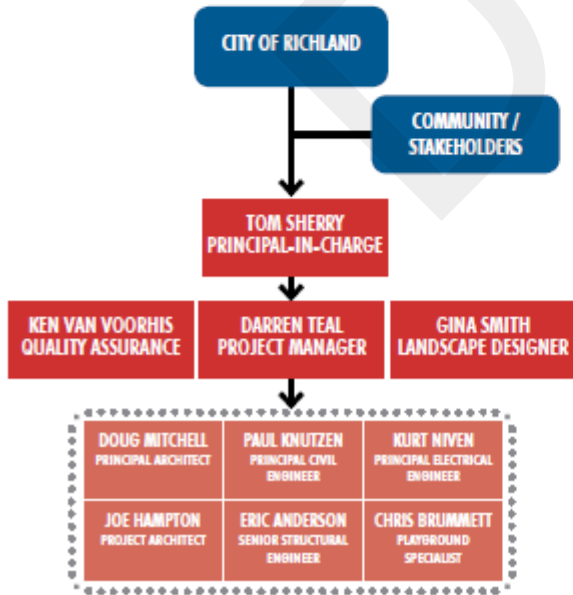
review of contractor-prepared punch list, warranty and O&M review, and final recommendation of completion.

TEAM ORGANIZATION: As mentioned above, SPVV and our team members have a vast experience base both in projects like West Village Park and other works across the spectrum of design, and all of that experience is at your doorstep. SPVV routinely works on projects like West Village, and we've just wrapped up a project of a somewhat similar nature for Spokane County that included ballfields, an aquatics component, pickleball courts, parking, etc. Each of our team members can demonstrate similar experience and each has the same willingness to serve. Our resumes provide more in-depth examples of our experience.

Our staffing assignments at SPVV and within our team members use the experience gained over decades with senior designers in lead positions, and mid and junior level designers for the bulk of the preparation of design documents. The senior staff provide the guidance and knowledge, but the production budgets are most efficiently assigned to junior staff—they gain experience and the lessons learned will be with them throughout their careers. We also want to see them build relationships with the City that last for many years of enduring value.

SPVV would be honored to lead this project. It is a special relationship, serving the City, guiding the design, and working with our team members throughout the process to arrive at the constructed project. Projects of this scale are led by a principal in the firm from start to finish. Our principals own the company—we're committed to seeing it through to completion, and it's our job to lead our staff and our team on that mission. Success comes from good planning—and good planning from experience. Every design is different, each has its own challenges, but we're up to the task here and are planning on staffing the project for success.

- Tom Sherry, our principal in charge, will be assigned around 25-30% of his time to this project, a relatively high percentage, but Tom's involved pretty deeply in all aspects of the work, from overall design guidance to specifications, reviewing project costing, coordinating the team effort, and bidding through construction administration.
- Ken Van Voorhis has been assigned to quality management, overseeing the thoroughness of documents, conformance to the design program and intent, looking at constructibility, budgets and schedules. Ken has a 10% effort on the project.
- Darren Teal and Gina Smith will have about 40% of their time committed to the production of construction documents, which we anticipate will be shared between them. Both are highly experienced and have completed several parks and recreation projects, and both have many years with the firm. Additional staff, if needed, include landscape architects Jena Jauchius and Anne Hanenburg. While not assigned to the project at this time, they are available with a wide allowance of time if necessary.





TOM SHERRY, PLA

SPVV LANDSCAPE ARCHITECTS

PRINCIPAL-IN-CHARGE

Tom is president and co-founder of SPVV. While his career emphasis is on education and public works projects like parks, trails, and recreational facilities, Tom has worked on every kind of project in his 39 years in the profession. His broad experience, and stunning memory for the details of past projects, brings a critical perspective and depth of knowledge to every project.

Having completed hundreds of public and master planning projects, Tom is an expert in public input processes and creating balance between different community needs. Tom will serve as managing principal for this project, and will assist in any additional public outreach efforts, program refinement, overall design direction, specifications and cost estimating. He will devote 30% of his time to this project, with approximately 50% of his time assigned to other projects.

REPRESENTATIVE PROJECTS

- Badger Mountain Trail, Richland, WA
- "A" Street Sports Fields, Pasco, WA
- Orchard Park, Liberty Lake, WA
- Riverfront Park Skate Ribbon, Spokane, WA
- Prairie View Park & Aquatic Center Master Plan, Spokane, WA
- Bidwell Park & Aquatic Center, Spokane, WA
- Davenport Sports Complex, Davenport, WA
- Airway Heights Recreation Center, Airway Heights, WA
- Aspen Grove Park, Airway Heights, WA
- Cleveland Park, Airway Heights, WA
- Valley Mission Park Old Horse Arena Master Plan, Spokane Valley, WA
- CenterPlace, Spokane Valley, WA
- Terrace View Park Playground, Spokane Valley, WA
- Old Mission Trailhead, Spokane Valley, WA
- Other Spokane County Park Facilities: Plante's Ferry Sports Complex, Liberty Lake Park Trailhead, Camp Caro at Dishman Hills, Sontag Park, Spokane County Raceway, Camelot Park, Fish Lake Park, Linwood Park, Holmberg, Orchard Avenue, Pine River Park, Gateway Park; Conservation Futures Trailheads at Mica Peak, Fern Ranch, Haynes Estate, Slavin Ranch, McKenzie, Glenrose, Etter Ranch, Antoine Peak, Phillips Creek.
- City of Hayden, ID: Broadmoore Park, City Hall Veteran's Memorial Plaza.
- Spokane Veteran's Memorial Arena, Spokane, WA
- Gonzaga University, Campus Landscape Architect, 1987-present

EDUCATION & LICENSURE

Bachelor of Science in Landscape Architecture, Washington State University, 1982
State of Washington, No. 489
CLARB Certified Landscape Architect, No. 6499
American Society of Landscape Architects
Construction Specifications Institute



KEN VAN VOORHIS, PLA

SPVV LANDSCAPE ARCHITECTS

PRINCIPAL, QUALITY ASSURANCE REVIEWER

Ken has worked on just about every kind of project throughout his career, but his passion is working with municipalities. Ken's municipal work includes everything from Complete Street enhancements to park master planning and design.

As a principal and project manager, Ken oversees technical drawing production, estimating, and construction observation. He's also our SketchUp expert, and regularly creates 3D renderings for public workshops and client meetings. For West Village Park, Ken will serve as quality assurance supervisor, with 10% of his time allocated to the project.

REPRESENTATIVE PROJECTS

- Riverfront Park West Havermale Island, Spokane, WA
- Orchard Park, Liberty Lake, WA
- Centennial Trail - Summit Boulevard, Spokane, WA
- Prairie View Park, Spokane, WA
- Little Spokane River Environmental Education Center, Nine Mile Falls, WA
- Lions Park Renovations, College Place, WA
- Fish Lake Park Trails & Ramps, Spokane, WA
- Sinkius Square, Moses Lake, WA
- University District Gateway Bridge, Spokane, WA
- Martin Luther King Jr. Way, Spokane, WA

EDUCATION & LICENSURE

Bachelor of Science in Landscape Architecture, Washington State University, 1987
State of Washington, No. 647
American Society of Landscape Architects





EDUCATION & LICENSURE

Bachelor of Landscape
Architecture, University of
Idaho, 2005
State of Washington, No. 1186
State of Idaho, No. LA 16716

DARREN TEAL, PLA

SPV LANDSCAPE ARCHITECTS

PRINCIPAL, PROJECT MANAGER

With no-nonsense time and project management skills, Darren brings an elevated level of efficiency and thoroughness to each project, ensuring that tasks are completed correctly, on time, and on budget. His technical expertise, adherence to standards, and knowledge and interpretation of local codes and ordinances produce top-notch construction documents. As a North Idaho resident and outdoor enthusiast, Darren brings added expertise to parks and recreation projects. For this project, Darren will serve as project manager and will be responsible for producing design drawings and cost estimates, with 40% of his time dedicated to the project.

REPRESENTATIVE PROJECTS

- Prairie View Park & Aquatic Center, Spokane, WA
- Bidwell Park & Aquatic Center, Spokane, WA
- Phillips Creek Trailhead, Spokane, WA
- Etter Ranch Trailhead, Spokane, WA
- Glenrose Trailhead, Spokane, WA
- Antoine Peak Trailhead, Spokane, WA
- Mica Peak Trailhead, Spokane, WA
- Missoula Art Museum Art Park, Missoula, MT
- North Pines Middle School, Spokane Valley, WA
- Central Valley High School Artificial Turf Field, Spokane Valley, WA
- University High School Artificial Turf Field, Spokane Valley, WA
- University District Gateway Bridge, Spokane, WA
- Veterans Memorial Pool, Walla Walla, WA
- West Plains Transit Center, Airway Heights, WA
- Lincoln & Monroe Complete Street Enhancement, Spokane, WA
- Downtown Spokane Inventory & Conceptual Design, Spokane, WA
- Hart Field Improvements, Spokane, WA



EDUCATION & LICENSURE

Bachelor of Landscape
Architecture, Washington State
University, 2007
LEED AP BD+C
WASLA Honor Award,
Walkability Analysis of Spokane's
University District, 2007
WASLA Honor Award, WSU
Greenway Master Plan, 2005

GINA SMITH, LEED AP

SPV LANDSCAPE ARCHITECTS

LANDSCAPE DESIGNER

As a mom of two young children, one of Gina's favorite things to do is visit local parks. Her casual observations of her girls and other children playing has dramatically informed her perceptions on play equipment—what's fun and exciting for various age groups and how children use the pieces in traditional and unintended ways. She has worked closely with several playground suppliers, altering off-the-shelf systems to better fit client needs, analyzing the fun factor—she truly is a kid at heart—and providing the best solutions of site-specific issues or concerns. She has experience working on more than 20 parks and schools in Eastern Washington. Gina will devote 40% of her time to this project.

REPRESENTATIVE PROJECTS

- Orchard Park, Liberty Lake, WA
- Albi Stadium Replacement / Northwest Middle School, Spokane, WA
- Marimn Health Youth Center, Worley, ID
- Hutton Elementary School Imaginative Playground, Spokane, WA
- Sekani Park Master Plan, Airway Heights, WA
- Coeur d'Alene Park Renovations, Spokane, WA
- Selkirk Middle School, Liberty Lake, WA
- Ponderosa Elementary School, Spokane Valley, WA
- Northwood Middle School, Mead, WA
- Riverbend Elementary School, Spokane Valley, WA
- Skyline Elementary School, Spokane, WA
- Highland Middle School, Spokane, WA
- Corbin Park Tennis Courts, Spokane, WA
- Sather Field Brownfield Remediation, Silverton, ID
- Spokane County Regional Wastewater Reclamation Facility, Spokane, WA
- Department of Ecology Eastern Regional Office Building, Spokane, WA
- WWCC Grant Water & Environmental Center Phase II, Walla Walla, WA





EDUCATION & LICENSURE

B.S. Civil Engineering, University of Southern California, 2003

Professional Civil Engineer, Washington, Oregon, and California

LEED AP BD+C

PAUL KNUTZEN, PE, LEED AP

KNUTZEN ENGINEERING PRINCIPAL ENGINEER

Paul is the president and founder of Knutzen Engineering. While his career emphasis is on site civil projects specializing in education, commercial, and industrial, Paul has worked on every kind of project in his eighteen years in the profession. He led teams of engineers and technical staff, numerous sub-consultants, and was project manager and lead engineer on numerous educational, commercial, residential, and industrial land development projects in the Tri-Cities. In addition to his site civil engineering background, he has performed many residential land subdivision projects in Southern California. His vast experience includes preparation of grading and drainage plans, water systems, sewer systems, detention/retention basin design, street light plans, street/road plans, photometric studies, SWPPP permitting, erosion control, signing and striping, cost estimating, traffic control plans, and drainage studies. He will devote 25% of his time to this project, with approximately 60% of his time assigned to other projects.

REPRESENTATIVE PROJECTS

- "A" Street Sports Fields, Pasco, WA
- Badger Mountain Park Improvements, Richland, WA
- Highlands MS Track & Field Improvements, Kennewick, WA
- Horse Heaven Hills MS Track & Field Improvements, Kennewick, WA
- KSD Facilities Services Building, Kennewick, WA
- PSD Transportation Facility, Pasco, WA
- Kennewick High School, Kennewick, WA
- Amon Creek Elementary School, Kennewick, WA
- Fuerza Elementary School, Kennewick, WA
- Westgate Elementary School, Kennewick, WA
- Southridge High School, Kennewick, WA
- Kamiakin High School, Kennewick, WA
- CBC Amphitheater, Pasco, WA



EDUCATION & LICENSURE

B.S. Civil Engineering, Washington State University, 1996

Professional Structural Engineer, Washington, Oregon, Utah, and Professional Engineer in South Carolina

ERIC ANDERSON, PE, SE

KNUTZEN ENGINEERING SENIOR STRUCTURAL ENGINEER

Eric has over 24 years of experience working on small to large-scale commercial structures ranging from \$10,000 to over \$3.2 billion in construction cost. Excellence in leadership and an unsurpassed attention to client care are the hallmarks of Mr. Anderson's professional career. He brings an open mind and ear to his work, which includes public facilities, retail developments, office buildings, universities, health care facilities, industrial, residential developments, and historic buildings. Eric's diverse interest in the field helps him practice a full range of services including new design, seismic evaluation, and retrofit design. As a project manager, he provides cost control advice throughout the design and construction process to help meet tight budgets and bring value to the project. He also has strong experience in seismic analysis and seismic evaluations of existing structures. His experience includes seismic evaluation and strengthening of existing structures, design of wood, masonry, concrete and steel structures, and construction administration. He will devote 20% of his time to this project, with approximately 70% of his time assigned to other projects.

REPRESENTATIVE PROJECTS

- West Richland Police Station, West Richland, WA
- LIGO STEM Center-Richland, WA
- Park MS Track Storage Building and Pump House, Kennewick, WA
- Southridge HS Greenhouse, Kennewick, WA
- Southridge HS Pump House, Kennewick, WA
- Horse Heaven Hills MS Track Storage Building, Kennewick, WA
- WSU Hoffman Building Freezer Foundation, Pullman, WA
- Prosser HS Steel Stud Design, Prosser, WA
- City of Quincy Reuse Wastewater Central Facility Structural Pipe Support, Quincy, WA
- Legacy High School, Kennewick, WA
- Fossil School District Maintenance Shed, Fossil, OR





KURT NIVEN, PE, LEED AP

COFFMAN ENGINEERS

PRINCIPAL, ELECTRICAL ENGINEERING

Kurt Niven has more than 36 years of experience designing electrical systems for commercial and industrial projects. He has a diverse background in power, lighting, communications, control systems, sustainable design, and project management. Kurt has experience designing projects in a variety of fields, including recreation and sports, aquatic facilities, healthcare, commercial, education, multi-family residential, detention, aluminum manufacturing, and wood products.

Kurt's role for the West Village Park in Richland, WA will be Principal Electrical Engineer responsible for power design direction and quality control. He anticipates assigning 20% of his time to this project with 80% of his time assigned to other projects.

REPRESENTATIVE PROJECTS

- City of Liberty Lake Orchard Park | Liberty Lake, WA
- Riverfront Park North Bank Regional Playground | Spokane, WA
- Pasco "A" Street Sports Fields - Phase 1 | Pasco, WA
- Sandpoint War Memorial Field | Sandpoint, ID
- Bidwell Park & Aquatic Center | Spokane, WA
- Prairie View Park Expansion | Spokane, WA
- Central Valley School District New Ridgeline High School - Stadium & Tennis Courts | Spokane, WA
- Gonzaga University Soccer Complex | Spokane, WA
- Gonzaga University Ballpark | Spokane, WA
- Richland City Hall | Richland, WA
- Richland Schools VE Study | Richland, WA
- STCU Richland | Richland, WA

EDUCATION & LICENSURE

MBA, University of Southern California, 1993

BS Electrical Engineering, California Polytechnic State University, San Luis Obispo, 1985

Washington, Electrical Engineer, #35123 (licensed in 15 other states)

National Council of Examiners for Engineering & Surveying (NCEES), #18-148-92

LEED Accredited Professional, 2005

U.S. Green Building Council Member, Institute of Electrical and Electronics Engineers



BRAXTON E. GIFFIN

COFFMAN ENGINEERS

LIGHTING DESIGNER, ELECTRICAL ENGINEERING

Braxton Giffin's background is in engineering and architectural design. Before school, Braxton worked for four years in concrete construction, this became his foundation of building construction and design knowledge. During school, Braxton focused on programming spaces, developing his language of lines and visualizing spatial conditions.

Braxton's experience includes Illuminating Engineering Society (IES) lighting recommendations, Revit, CAD and other design tools like the International Building Code (IBC) and Americans with Disabilities Act (ADA) guidelines. He has worked a variety of projects, including parks and recreation. Braxton's role for the West Village Park in Richland, WA will be as Lighting Designer with the responsibility of lighting layout and controls. He anticipates assigning 20% of his time to this project with 80% of his time assigned to other projects.

REPRESENTATIVE PROJECTS

- City of Liberty Lake Orchard Park | Liberty Lake, WA
- Riverfront Park North Bank Regional Playground | Spokane, WA
- Sandpoint War Memorial Field | Sandpoint, ID
- Central Valley School District New Ridgeline High School - Stadium & Tennis Courts | Spokane, WA
- Bidwell Park & Aquatic Center | Spokane, WA
- Richland City Hall | Richland, WA

EDUCATION & LICENSURE

BA Environmental Design, Montana State University, Anticipated Completion 2023

BS Construction Engineering Technologies, Montana State University, Anticipated Completion 2023



DOUG MITCHELL, AIA, LEED

MMEC ARCHITECTURE & INTERIORS

PRINCIPAL ARCHITECT

Doug Mitchell is an experienced architect with a passion for quality design and construction. His background ranges from work as a construction laborer to construction manager, from basic drafting to award-winning design. With extensive experience in many project delivery types, Doug works to build consensus within project teams. His honesty and integrity have gained him respect from both owners and contractors.

REPRESENTATIVE PROJECTS

- Camp Dart-Lo Pool Building, Spokane, WA
- Martin Stadium Remodel Phase I & II Concessions, Pullman, WA
- CenterPlace, Spokane Valley, WA
- Columbia Basin College – Wortman Medical Science Center, Richland, WA
- Columbia Basin College – Social Sciences & World Languages Center, Pasco, WA
- PNNL New Office Building (3860), Richland, WA
- Kennewick High School Replacement, Kennewick, WA
- Reynolds & Stevens Middle Schools, Pasco, WA

EDUCATION & LICENSURE

Bachelor of Architecture,
Washington State University, 1984

Bachelor of Science in
Construction Management,
Washington State University, 1984

Licensed Architect, Washington,
1988; Idaho, 2008; Montana 2008
American Institute of Architects



JOE HAMPTON, AIA

MMEC ARCHITECTURE & INTERIORS

PROJECT ARCHITECT

Joe Hampton came to MMEC as a student intern, joining the team full time after receiving his Master's degree in architecture in 2006. He has since gained experience on a variety of project types, including commercial, institutional, and education projects. Most recently, Joe has taken a lead role on a number of projects in the Tri-Cities area. His creativity and professional knowledge make him a great addition to the West Village Park project team.

REPRESENTATIVE PROJECTS

- Yakima River Gateway Trailhead, West Richland, WA
- Camp Dart-Lo Master Planning, Spokane, WA
- SPS Hart Field Upgrade, Spokane, WA
- Columbia Basin College – Wortman Medical Science Center, Richland, WA
- KSD Eastgate Elementary, Kennewick, WA
- KSD Sage Crest Elementary, Kennewick, WA
- KSD Legacy High School, Kennewick, WA
- Inland Northwest Railroad Museum – Site Plan, Reardan, WA
- Honor Point Aerospace Museum – Concept Development, Spokane, WA
- WSU Martin Stadium Remodel Phases I & II, Pullman, WA
- Bookwalter Winery New Facility, Richland, WA

EDUCATION & LICENSURE

Master of Architecture,
Washington State University,
2006

Licensed Architect: Washington,
2014; Idaho, 2016

American Institute of Architects



CHRIS BRUMMETT, CPSI

NORTHWEST PLAYGROUND

PLAYGROUND/SPLASH PAD CONSULTANT

Chris Brummett has over 20 years' experience in construction project management with the last 6 years in the Playground industry. He has managed hundreds of turn-key playground and spray park builds in the Pacific Northwest. He has an extensive history in coordinating multiple design, manufacturing, and installation partners working together to build park spaces from initial concepts to completed projects. His role will include evaluation of play space design—working with in house and professional design team. Chris has a special needs son, and his point of passion is inclusive playground design and builds. We are confident that in Chris and the Northwest Playground team you will find a valuable partner for any playground or park project.

REPRESENTATIVE PROJECTS

- Badger Mountain Park, Richland, WA
- Highland Grange Park, Kennewick, WA
- Eastmont Park, Eastmont, WA
- Orchard Park, Liberty Lake, WA
- Kiwanis Park, Mount Vernon, WA
- Riverfront Park North Bank, Spokane, WA

CERTIFICATIONS

Construction Critical Path
Management

Certified Playground Safety
Inspector

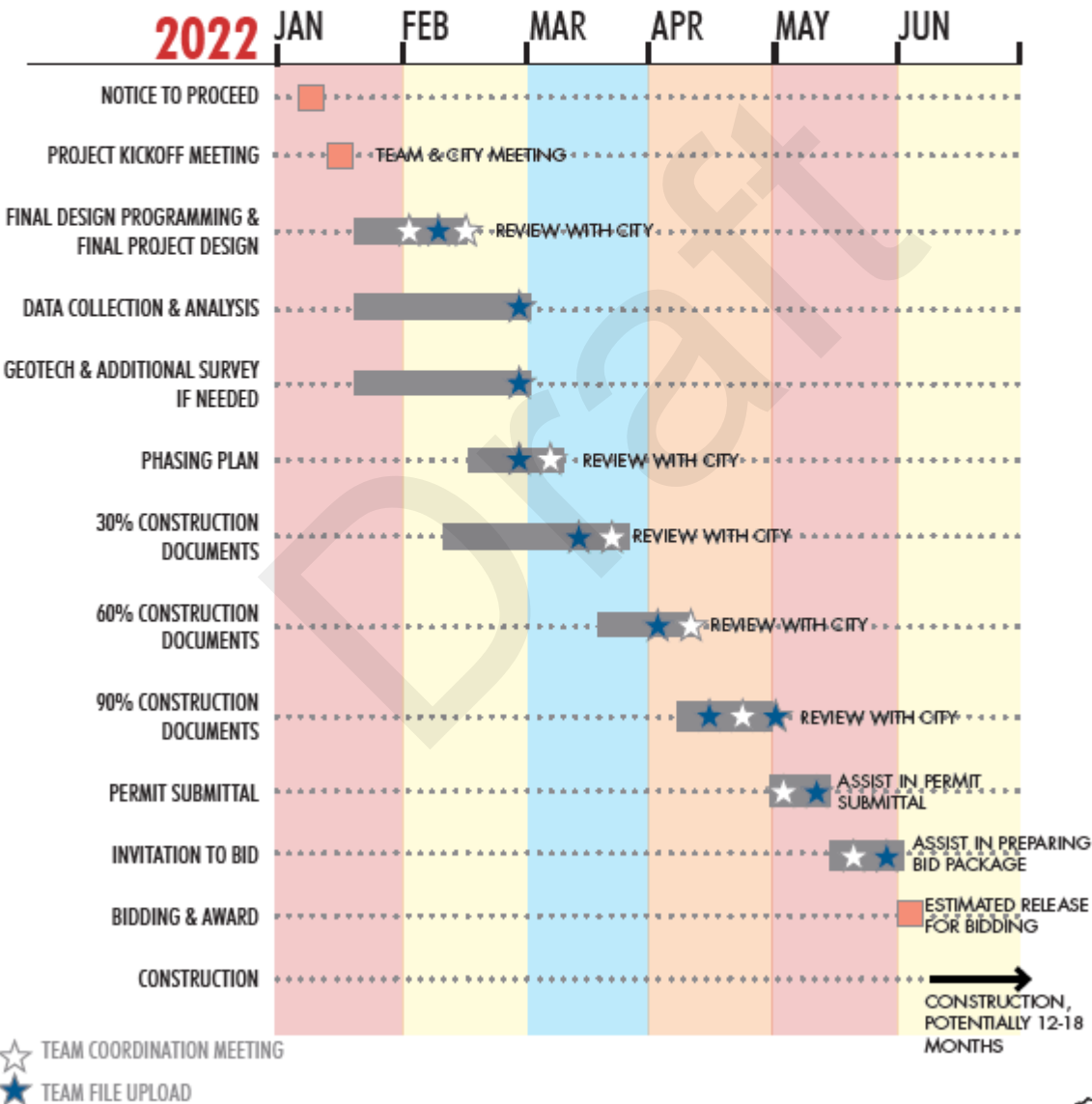
Inclusive Play Design



ANTICIPATED SCHEDULE:

The graphic schedule below is a simplified overview of our anticipated project schedule. While fairly aggressive in order to meet a May '22 delivery, we feel the schedule does not present major challenges with the understanding that some elements do present a potential delay to the completion date. These items would include prolonged period between the SOQ submittal, award and notice to proceed; potential issues with obtaining any supplementary site survey information due to winter conditions; and potential issues obtaining information from utility purveyors regarding proposed new services. Other potential delays might relate to permitting and City review for the bid package. Regarding a bid period, we normally recommend about three weeks for advertising; receipt of the bid and review, normally taking a week, and then the contract preparation and execution process, which might take a month before a contractor notice to proceed can be provided, and a pre-con meeting scheduled.

Depending on the content of the first phase of construction, we would anticipate perhaps a 12-18 month construction period, including utility installation in 2022, mass grading, curbing, flatwork and paving, architectural work, portions or all of the irrigation system, and perhaps seeding and landscaping in late '22, but more likely, this would be completed in 2023, with grow-in and final occupancy about 18 months after the project construction start. Portions of the fields—if seeded—may be usable, but we recommend a year of grow in on seeded fields. Sodding the fields would shorten this schedule quite a bit. Given current conditions, some supply chain issues may arise as well, potentially causing some delays in construction due to lack of availability. We would expect a decent sized bidder pool on a project of this nature, as well.



ADDITIONAL CONSIDERATIONS: With the initial design program in hand, we would suggest some additional improvements for consideration by the City and the community prior to the completion of a final design. These elements would include:

- Providing ADA accessible pathways and observation pads to each sports field (generally required under RCO funding requirements, some building departments, but overall just a really good idea to provide);
- A loop/perimeter pedestrian trail providing exercise pathways to users but really intended for good connectivity to the neighborhood;
- Exercise stations along these trails;
- Inclusive, fully-accessible play structures with poured-in-place resilient surfacing for play areas;
- Inclusive, fully accessible spray-pad features; potential shade structure adjacent to pickleball, play area, and splash pad features;
- Lighting for pickleball courts, programmable by the users, but master-controlled by the City.
- Refinement of the parking lot design;
- Potential consideration for artificial turf for one or several of the sports fields;
- Consideration of reduction of mowed turfgrass areas in favor of lower maintenance, lower water-consuming grass areas outside of the active play spaces.
- Design-level considerations of long-term maintenance, operations, labor and utility costs with regards to extent and type of landscape materials, time-on-site and equipment durability.
- User-controlled "App programmable" field lighting, with a City-controlled master schedule.
- Electrical pedestals on site for special event use or team use.



ADA-ACCESSIBLE PEDESTRIAN LOOP PATH



LOW-MAINTENANCE, LOW-WATER PLANTINGS



ACCESSIBLE, INCLUSIVE PLAY STRUCTURES



LOW-MOW, WATER-CONSERVING GRASS

WEST HAVERMALE ISLAND

SPOKANE, WASHINGTON
SPVV LANDSCAPE ARCHITECTS



SPVV Landscape Architects provided landscape architectural services for the development of Riverfront Park's West Havermale island, featuring Spokane's first fully inclusive playground. SPVV, in collaboration with Shane's Inspiration—a 501c3 Non-Profit Organization—designed and prepared this unique playscape that provides play opportunities for children of all ages and abilities. SPVV served as the prime consultant and led the design effort on the site layout and park program elements. The overall design included the historic preservation of the 1974 Exposition Theme Stream and the location and integration of the "Stepwell" art sculpture.

The primary park element is the all-inclusive playground, filled with sensory and tactile play elements and inclusive features that allow all abilities to engage at the same time. This themed play experience was inspired by the flora and fauna of the Inland Northwest. Both Shane's Inspiration designers and SPVV created the construction documents for this playground. Other key park program elements included a pre-cast tri-deck bridge assembly, an maintenance and operation area, a ADA accessible restroom, and an extensive pedestrian path system.

The Theme Stream restoration included the renovation and replacement of the Centennial Trail crossing over the south channel of the Spokane River. This crossing location is a crucial element for the historic Theme Stream from Expo '74. The bridge replacement now provides a genuinely pedestrian crossing. The challenges of the replacement bridge included emergency vehicle access and loading, service access to the newly re-imagined US Pavilion and Riverfront Park Promenade. The simple design, along with ASHTO approved railings, were all important considerations for the selection of the structure. The finishes were to match other pedestrian bridges and access points over the Theme Stream Channel. The project successfully included the re-establishment of Havermale Island as an island and resurrected the historic Theme Stream, thereby providing the Centennial Trail a clear route through Riverfront Park.



ARTIFICIAL TURF FIELDS

SPOKANE VALLEY, WASHINGTON

SPVV LANDSCAPE ARCHITECTS & COFFMAN ENGINEERS

SPVV served as landscape architectural consultant to Central Valley School District for the conversion of natural turf football/soccer fields at Central Valley and University High Schools, and providing design expertise on a third field installation. Specific responsibilities included assisting the District in the selection of turf suppliers, specific turf product systems and bidding assistance for the turf project; design of revised track and field events, layout of the football, soccer and future lacrosse fields; design of the field drainage systems; coordination of civil engineering and electrical engineering; and assistance to the District in the bidding of the project through a Heavy-Civil-General Contractor/Construction Manager process. Coffman provided electrical engineering design and assistance in survey and civil engineering for both projects. The projects were completed in the Summer of 2020.



AIRWAY HEIGHTS RECREATION CENTER

AIRWAY HEIGHTS, WASHINGTON

SPVV LANDSCAPE ARCHITECTS & COFFMAN ENGINEERS



SPVV served as master planning consultant and later, landscape architect for the Airway Heights Sports Complex, and the recently completed Recreation Center project. Since the acquisition of the property from Spokane County, SPVV has prepared several iterations of the site master plan, incorporating a potential aquifer recharge area, sports fields, walking paths, parking, aquatics, and a recreation/community center. As the project evolved, the master plan was revised to meet the changing needs of the community, eventually resulting in the design and construction of the first phase of work including the new Recreation Center, a large multi-use soccer complex, softball field, and support facilities.

Specific challenges included concerns expressed by neighbors with regards to use of the site as an aquifer recharge site and impacts to private wells; and competing ideas of preservation of pastoral land and equestrian use versus active recreational demands for sports fields, pathways and other active play opportunities. Additional challenges included shallow topsoils, bedrock and exposed glacial till. The construction of the first phase of the project was completed in 2019. Master planning was completed within the schedule and budget established by the City. The site is approximately 70 acres, with a total build out probable cost of approximately \$40M.



Coffman provided civil engineering and land surveying services, as well as consulting services for the site development including site demolition, erosion and sediment control, earthwork, grading, storm water management, pedestrian and vehicular circulation, sanitary sewer, and water system improvements.



ORCHARD PARK

LIBERTY LAKE, WASHINGTON

SPVV LANDSCAPE ARCHITECTS & COFFMAN ENGINEERS



In the winter of 2015, SPVV Landscape Architects was selected to assist the City of Liberty Lake with the Master Plan for Orchard Park, an 11 acre park located in the River District. The fast-paced project (planning completed in April 2016) included 5 public workshops; presentations to the Planning Commission and City Council; and numerous meetings with stakeholders, City employees and various agencies.

SPVV evaluated the community need and City's park assessment and gathered feedback from the community and stakeholders. This information drove the program development of the park. Program elements include: destination playground and splash pad, pavilion and picnic shelters, multi-use sport courts and fields, community garden, and walking trails. Using observations from the inventory and analysis phases and the park program, organization of the site took shape. Three concepts were presented to the Community along with a dozen different designs for playground structures and splash pads. Attendees of the workshop voted on their favorite park concept and playground design and provided additional feedback via questionnaire.

The final master plan was presented to the Community and City Council for approval. SPVV provided graphics of the approved master plan and playground, as well as a master plan report—outlining the process, providing justifications for design decisions, and budgeting for construction and park maintenance.

Following the extensive master planning process, the team translated the adopted master plan into construction documents for the new park. The park features a destination playground and splash pad; multi-sport court and fitness equipment; a fenced community garden; a large pavilion and amphitheater suitable for large events; picnic shelters and park building with restrooms and large storage area. The plants were carefully chosen for their color, texture, size, and sound and movement made in the wind.

Coffman provided electrical, civil, structural, and mechanical engineering, as well as land surveying services for the park. Consulting services for the building and site structures included lighting and power, plumbing, and custom truss design.

The park opened in June 2019.

BIDWELL PARK & AQUATIC CENTER

SPOKANE, WASHINGTON

SPVV LANDSCAPE ARCHITECTS & COFFMAN ENGINEERS



SPVV, working with Spokane County, created a master plan for the new park, and the first phase development that included a new aquatic center. Special considerations included respecting the original homestead and rural nature of the park, with plans for paved walkways, natural areas, and both active and passive play areas.

The public process included conducting a public survey to more than five hundred schoolchildren and their families in the park service area, and preparing a design program based on those survey results. SPVV prepared several design alternatives for a subsequent public meeting, and refined the public's preferred alternative to serve as a preliminary, and later, a final master plan. The twenty-eight acre park includes natural areas, paved pathways, a sledding hill, parking, a softball field, and numerous other park amenities. The first phase of the project, completed in mid-2005, includes a 4700 square foot aquatic complex that blends a zero-depth entry pool and a lap-type pool into a highly successful and highly popular recreational resource. Additional phases were completed in 2010. The project was completed within the scheduled construction seasons, and within normal contingencies of the established budget.

SPVV is currently working on a major expansion of the Bidwell Park/ North Spokane Family Aquatic facility for Spokane County. While still referencing the original master plan, the park expansion will include the addition of a splash pad, two large water slides, expanded deck area, new shade structures, a new softball/little-league field, parking, ADA accessible trails, and accessible restroom and picnic shelter facilities. Coffman Engineers provided electrical engineering services. The project achieved substantial completion in 2021.

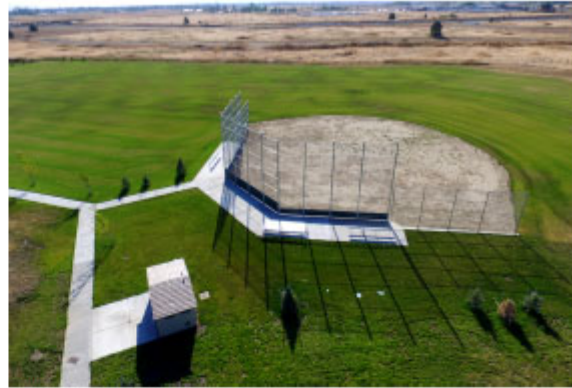
REFERENCES

25

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JKENNEDY@CAWH.ORG

DOUG CHASE, DIRECTOR
SPOKANE COUNTY PARKS, RECREATION & GOLF
509.477.2720
DCHASE@SPOKANECOUNTY.ORG

BERRY ELLISON, PLA
RIVERFRONT PARK PROGRAM MANAGER
CITY OF SPOKANE PARKS & RECREATION DEPARTMENT
509.625.6276
BELLISON@SPOKANE.CITY.ORG



AIRWAY HEIGHTS RECREATION CENTER



RIVERFRONT THEME STREAM, SPOKANE



BROWNE MOUNTAIN STORMWATER FACILITY, SPOKANE COUNTY



PRAIRIE VIEW PARK & AQUATIC CENTER, SPOKANE COUNTY



RIVERFRONT PARK SKATE RIBBON, SPOKANE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-22, Establishing Council Assignments for Calendar Years 2022-2023

Department:
City Council

Ordinance/Resolution Number:
2022-22

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-22, approving the Council assignments for calendar years 2022-2023.

Summary:

Section 2.04.125 of the Richland Municipal Code (RMC) provides that the City Council shall, biennially, select from among its members council liaisons to the various boards, commissions and committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. The list of recommendations for appointment is then submitted to City Council in open session for approval.

Richland City Council discussed assignments for calendar years 2022-2023 at its January 25, 2022 workshop meeting. The list of recommended appointments from that discussion is presented in Resolution No. 2022-22.

Fiscal Impact: None.

Attachments:

- I. Resolution No. 2022-22

RESOLUTION NO. 2022-22

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ESTABLISHING COUNCIL ASSIGNMENTS FOR CALENDAR
YEARS 2022-2023.**

WHEREAS, RMC 2.04.125 provides that the City Council shall, biennially, select from among its members council liaisons to the various boards, commissions and committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120; and

WHEREAS, through this Resolution No. 2022-22, Council liaison/representative assignments will be made for calendar years 2022-2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the following councilmembers shall serve as liaison/representative to the following agencies, boards, commissions and committees for calendar years 2022-2023:

CITY BOARDS, COMMISSIONS AND COMMITTEES

Arts Commission	Mayor Alvarez
Code Enforcement Board.....	Councilmember Richardson
Economic Development Committee	Councilmember Jones
Alternate -	Mayor Pro Tem Christensen
Emergency Operations Board (Per RMC)	Mayor Alvarez
	Mayor Pro Christensen
Firefighters' Pension Board (Per RCW)	Mayor Alvarez, Chair
Richland Public Library Board of Trustees	Councilmember Kent
Lodging Tax Advisory Committee	Mayor Pro Tem Christensen
Parks & Recreation Commission.....	Councilmember Kent
Alternate -	Councilmember Richardson
Planning Commission	Mayor Alvarez
Alternate -	Councilmember Jones
Police Pension Board (Per RCW)	Mayor Alvarez, Chair
	Mayor Pro Tem Christensen
Utility Advisory Committee	Councilmember Lemley
Alternate -	Councilmember Jones

NON-CITY ORGANIZATION NON-PARTICIPANT (non-voting Liaison)

Port of Benton	Councilmember Richardson
Port of Kennewick	Councilmember Jones
Tri-City Regional Chamber of Commerce	Mayor Alvarez
Alternate -	Councilmember Richardson

NON-CITY ORGANIZATION BOARD MEMBER

Ben Franklin Transit Board	Mayor Pro Tem Christensen
Benton County 2060 Affordable Housing Steering Comm.	Mayor Pro Tem Christensen
Benton-Franklin Community Action Committee	Councilmember Jones
Benton-Franklin Council of Governments.....	Councilmember Lukson
Alternate -	Councilmember Jones
Benton County Mosquito Control Board.....	Vacant Until Further Notice
Visit Tri-Cities	Councilmember Lemley
Tri-Cities Development Council (TRIDEC).....	Councilmember Lukson

LOCAL, REGIONAL, NATIONAL ORGANIZATIONS

Benton County Solid Waste Advisory Committee	Councilmember Richardson
Energy Communities Alliance.....	Mayor Alvarez Mayor Pro Tem Christensen Councilmember Richardson
Hanford Area Economic Investment Fund Committee	Councilmember Lemley
Hanford Communities Governing Board.....	Mayor Alvarez
Richland Public Facilities District	Councilmember Jones
Tri-Cities Regional Public Facilities District.....	Councilmember Lukson

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 February, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/1/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Significant Transportation Project Development (Discussion Only)

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Public Works staff and its consultants are conducting three (3) significant planning studies that will lead to impactful changes in the City's street system. Staff will present the results of those studies and discuss the path forward to implementation. Staff will also update the Council on its recommended implementation strategy for the Downtown Connectivity Improvements Project. The three studies that will be discussed are:

1. SR-240 / Aaron Drive Interchange Improvements
2. South George Washington Way Intersection Improvements
3. Island View to Vista Field Trail System

Fiscal Impact:

None.

Attachments: