



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. Fire & Emergency Services Annual Report
 - Tom Huntington, Fire Chief
3. Police Department Annual Report
 - Brigit Clary, Interim Chief of Police

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.

4. Proposed Relinquishment of an Access and Utility Easement at Bradley Boulevard, Resolution No. 2022-31
 - Pete Rogalsky, Public Works Director
5. Proposed Relinquishment of a Utility Easement at Stevens Drive, Resolution No. 2022-32
 - Pete Rogalsky, Public Works Director

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

6. Approval of the February 15, 2022 City Council Regular Meeting Minutes and the February 22, 2022 City Council Workshop Meeting Minutes
- Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading & Passage:

7. Ordinance No. 2022-05, Amending Chapter 12.08 of the Richland Municipal Code related to Right-of-Way Construction
- Pete Rogalsky, Public Works Director
8. Ordinance No. 2022-06, Amending Richland Municipal Code Section 11.040.030 related to Seasonal Parking at the Lee Boulevard Cul-de-sac in Howard Amon Park
- Joe Schiessl, Parks & Public Facilities Director
9. Ordinance No. 2022-07, Amending Richland Municipal Code Section 9.22.075 related to Park Hours
- Joe Schiessl, Parks & Public Facilities Director
10. Ordinance No. 2022-08, Amending Richland Municipal Code Section 9.22.070 Related to Speed Limits on Shared Use Pathways
- Joe Schiessl, Parks & Public Facilities Director

Resolutions - Adoption:

11. Resolution No. 2022-28, Authorizing an Amendment to a Consultant Agreement with H.W. Lochner, Inc. for the Design of the South George Washington Way Project
- Pete Rogalsky, Public Works Director
12. Resolution No. 2022-29, Authorizing Submittal of a Washington Hazard Mitigation Grant Program Application for the Water Facilities Energy Resiliency Improvements Project
- Pete Rogalsky, Public Works Director
13. Resolution No. 2022-33, Authorizing Submittal of Grant Applications to the Washington State Department of Transportation's Safety Program
- Pete Rogalsky, Public Works Director
14. Resolution No. 2022-34, Authorizing Submittal of a Grant Application to the Washington State Library for Voluntary Online Patron Reading Progress Services
- Joe Schiessl, Parks & Public Facilities Director

Items - Approval:

Items of Business:

15. Resolution No. 2022-31, Relinquishing an Access and Utility Easement lying within Lots 1, 2, 3 and 4 of Short Plat 2214 along Bradley Boulevard
- Pete Rogalsky, Public Works Director
16. Resolution No. 2022-32, Relinquishing a Public Utility Easement at 1409 Stevens Drive
- Pete Rogalsky, Public Works Director
17. Resolution No. 2022-35, Ratifying a Purchase and Sale Agreement for Purchase of 515 George Washington

Way

- Amanda Wallner, Economic Development Manager

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: 3/1/2022

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the February 15, 2022 City Council Regular Meeting Minutes and the February 22, 2022 City Council Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the City Council regular meeting held on February 15, 2022 and the City Council workshop meeting held on February 22, 2022.

Summary:

Draft meeting minutes from the regular meeting held on February 15, 2022 and the workshop meeting held on February 22, 2022 are presented for the Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. DRAFT February 15, 2022 City Council Meeting Minutes
2. DRAFT February 22, 2022 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, February 15, 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. via Zoom

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

Welcome and Roll Call

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

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

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

Also present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Interim Chief of Police Clary, 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, Economic Development Manager Wallner, Planning Manager Stevens and City Clerk Rogers.

Pledge of Allegiance

Councilmember Jones, through use of technology, led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Presentations

1. Richland Arts Commission 2021 Supporting The Arts in Richland Awards

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

The Arts Center Task Force (ACTF) was awarded the STAR Award for a contributing

community organization. The ACTF, founded in 1995, is a non-profit organization that provides resources and support for local artists and arts organizations. The ACTF is committed towards the construction of a performing arts center in the Tri-Cities. ACTF Board Chair, Steven Wiley stated that physical infrastructure was key to the survival and development of local artists and art groups during the COVID-19 pandemic. Mr. Wiley thanked the Arts Commission and City Council for the recognition of their accomplishments and requested Council to assist in bringing the construction of a performing arts center to reality.

Josh Darby, the Academy of Children's Theatre artistic director, was the recipient of the STAR Award for individual artist. Dr. Kissel shared some of Mr. Darby's contributions and accomplishments to the arts in the City of Richland. Mr. Darby thanked the Arts Commission and City Council for the recognition.

2. 2022 Arts Commission Annual Presentation

With the aid of a PowerPoint Presentation, RAC Chair, Dr. Jeff Kissel, presented the AC's annual report which highlighted major accomplishments of 2021, an overview of the 2022 Public Art Citizen Survey, and the 2022 work plan.

Councilmember Kent thanked Dr. Kissel for his annual presentation, leadership and service to the RAC. Councilmember Kent added that though the Queensgate roundabout art design was well received on paper, it was not placed in a fitting environment. She voiced support of finding an alternate site for the art. Lastly, Councilmember Kent thanked RAC members for volunteering their time.

Councilmember Lukson thanked Dr. Kissel for his annual presentation then added that especially based on its scale, it would be best to relocate the Queensgate roundabout art.

Mayor Alvarez concurred with relocating the Queensgate roundabout art. Mayor Alvarez stated that Dr. Kissel has done a great job as Chair of the RAC and thanked him for his annual presentation. Lastly, Mayor Alvarez added that he looks forward to attending RAC meetings and the work the RAC members will accomplish for the community.

Public Hearing

None.

Public Comments

City Clerk Rogers read the Public Comments procedures.

The following individuals provided remote comments:

- Penny Berlin - 1812 Hunt Ave. Richland, WA: Mr. Berlin thanked Parks & Public Facilities Supervisor, Shawn Harper and his crew for cleaning up the walking path and river path areas between the areas of Van Giessen and Park Street.

- James Buelt - 2448 Pershing Ave. Richland, WA: Mr. Buelt provided statements supporting the adoption of Ordinance No. 2022-07 on the agenda regarding park hours.
- Roland Greenwell - 1804 Hunt Ave. Richland, WA: Mr. Greenwell thanked city staff for the clean-up efforts at Leslie Groves Park, adding that the clean-up addressed developing safety issues and undesirable activities.
- Kris McKinney - 1806 Hunt Ave. Richland, WA: Mr. McKinney thanked city staff for the clean-up efforts at Leslie Groves Park and agreed with the previous speaker that developing safety issues were addressed during the clean-up.
- Stan Pitman - 1826 Hunt Ave. Richland, WA: Mr. Pitman thanked city staff for the clean-up efforts at Leslie Groves Park. Mr. Pitman stated that though the clean-up resulted in wildlife habitat loss, pedestrian safety concerns and fire hazards were mitigated by eliminating non-native invasive plants.
- Elaine Porcaro - 1810 Hunt Ave. Richland, WA: Ms. Porcaro thanked city staff for the clean-up efforts at Leslie Groves Park. Ms. Porcaro shared that overgrown non-native plants and invasive Russian olive plants have created public safety hazards. The recent clean-up has provided safety for pedestrians and Ms. Porcaro welcomed the return of city staff for additional clean-up in the future.
- Lisa Shear - 1507 Jones Rd. Richland, WA: Ms. Shear provided statements regarding the ongoing issues at the south end of Jones Road. Ms. Shear praised the Richland Police Department for their presence and open communication. Ms. Shear added that she provided feedback to the Code Enforcement Board regarding their recommendations. Lastly, Ms. Shear urged Council to reissue the cease and desist order issued in 2013 to the property owner at 1415 Jones Road.
- Peter Smith - 1816 Hunt Ave. Richland, WA: Mr. Smith thanked city staff for the clean-up efforts at Leslie Groves Park.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Minutes

3. Approval of the February 1, 2022 City Council Regular Meeting Minutes

Ordinances - First Reading

4. Ordinance No. 2022-05, Amending Chapter 12.08 of the Richland Municipal Code related to Right-of-Way Construction
5. Ordinance No. 2022-06, Amending Richland Municipal Code Section 11.040.030 related to Seasonal Parking at the Lee Boulevard Cul-de-sac in Howard Amon Park
6. Ordinance No. 2022-07, Amending Richland Municipal Code Section 9.22.075 related to Park Hours
7. Ordinance No. 2022-08, Amending Richland Municipal Code Section 9.22.070 Related to Speed Limits on Shared Use Pathways

Ordinances - Second Reading & Passage

Listed under Items of Business

Resolutions – Adoption

8. Resolution No. 2022-18, Authorizing an Interlocal Agreement with the Cities of Kennewick, Pasco and West Richland for a Regional Algal Bloom Management and Response Plan
9. Resolution No. 2022-19, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for a Regional Algal Bloom Management and Response Plan
10. Resolution No. 2022-23, Approving a Fourth Amendment to Contract No. 221-19 with Shannon & Wilson for Wetland Mitigation Monitoring in Horn Rapids
11. Resolution No. 2022-24, Authorizing a Grant Application to the State of Washington Department of Natural Resources for the 2022 Community Forestry Assessment Grant
12. Resolution No. 2022-26, Awarding 2022 Business License Reserve Fund Grants
13. Resolution No. 2022-27, Adopting the Americans with Disabilities Act of 1990 (ADA) Transition Plan for Public Rights-of-Way

Items - Approval

14. Authorize Travel for Mayor Alvarez & Councilmember Richardson

Expenditures - Approval

15. Expenditures from January 1, 2022 to January 31, 2022 for \$24,690,996.23 including Travel Check Nos. 20066-20074, Accounts Payable Check Nos. 296843-297752, Accounts Payable Wire Nos. 8873-8923, Payroll Wires & ACH Nos. 12505-12553, Payroll Direct Deposit & Check Nos. 188196-189270 and Pension Check Nos. 6052-6080

Items of Business

16. 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

Planning Manager Stevens provided an overview of the proposed amendments to the development agreement and addressed concerns raised during the February 1, 2022 City Council meeting. Mr. Stevens stated that Council will have an opportunity to render a decision on the proposed Planned Unit Development (PUD) after the item has been vetted through the Hearing Examiner's public hearing process.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO ADOPT 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. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS KENT, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

17. Resolution No. 2022-25, Authorizing a Grant Application to the Washington State Department of Commerce for Capital Funds to Support adding Public Library Space in West Village Park within Badger Mountain South

Parks and Public Facilities Director Schiessl provided an overview of the capital grant for expansion of library services. The grant program may provide a maximum of \$2M for approved projects, and requires a 1:1 match of city funds. Staff supports the addition of a public library space in the West Village Park within Badger Mountain South region.

Council will have an opportunity to review the details of the grant at a future date, if the grant is awarded.

Council engaged in a question and answer session with staff regarding other possible locations for the new public library space. Council was in agreement to amend the resolution to remove a specific site location for the proposed library space location.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2022-25, AUTHORIZING A GRANT APPLICATION TO THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR FUNDING THROUGH THE LIBRARY CAPITAL IMPROVEMENT PROGRAM FOR CONSTRUCTION OF A LIBRARY FACILITY. MOTION CARRIED 6-0.

18. Appointment to the Tri-Cities Regional Public Facilities District Board of Directors

City Manager Amundson stated that according to the Tri-Cities Public Facilities District Board (TCPFD), each city must be represented by two (2) councilmembers to form a

quorum and transact business. Resolution No. 2022-22 only appointed Councilmember Lukson to serve on the TCPFD. Additionally, it would be beneficial to appoint a third member to serve in the event a primary member is not able to attend. Council deliberated on appointments to the TCPFD.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO APPOINT MAYOR PRO TEM CHRISTENSEN AND COUNCILMEMBER RICHARDSON TO SERVE WITH COUNCILMEMBER LUKSON ON THE TRI-CITIES REGIONAL PUBLIC FACILITIES DISTRICT BOARD OF DIRECTORS FOR THE 2022-2023 CALENDAR YEARS. MOTION CARRIED 6-0.

19. Strategic Planning Update/Community Engagement with The National Research Center at Polco

Assistant City Manager Florence stated the purpose of this discussion was to provide follow-up information to the September 2021 Council Workshop, in which then Interim City Manager Amundson and Fire Chief Huntington presented on the City's Strategic Planning process. There was unanimous support from Council to engage a vendor in the strategic planning process to ensure input from the community and stakeholder groups.

The Strategic Leadership Plan introduced will provide a multi-year action plan with achievable, measurable objectives, allowing for consistent and clear staff reporting to the Council and the community. The National Research Center at Polco offers the National Community Survey in partnership with the International City Management Association (ICMA). The survey will provide a comprehensive and accurate picture of livability and resident perspectives on local government services, policies and management.

Polco Senior Account Executive James Windisch provided an overview Polco's business model, methods applied for conducting community surveys and next steps at the conclusion of the survey.

Assistant City Manager Florence provided an overview of the new multi-year Strategic Leadership Plan with tentative timeline for completion.

Council engaged in a question and answer session with staff. City Manager Amundson provided an overview of the expeditious Strategic Leadership Plan timeline.

20. Pacific Northwest National Laboratory (PNNL) Potential Service Agreement

Fire Chief Huntington provided a brief background on the current service agreement arrangement with Pacific Northwest National Laboratory (PNNL) associated within its campus and operation of Station 75.

Department of Energy Pacific Northwest Site Office Site Manager, Roger Snyder provided an overview of PNNL, its campus, its purpose and transformation over the decades. Mr. Snyder requested additional services for Fire & Emergency Medical Response support to

PNNL properties in the 300 Area. The request aligns with strategic partnership between PNNL and the City of Richland.

Council engaged in a question and answer session with staff. Councilmember Kent thanked Mr. Snyder for the presentation. There was consensus among Council to approve staff engagement with PNNL for additional services. Further information will be presented for consideration at a future meeting.

Reports and Comments

City Manager

City Manager Amundson announced that residents may reserve garden plots at any of the four (4) designated Community Garden Plot locations throughout the City. Fees will vary by garden and plot size. For information, interested persons should visit the Richland Community Center.

City Manager Amundson then referenced the tragic event that took place at the Richland Fred Meyer the week prior and thanked local, regional and national agencies for their support. City Manager Amundson expressed appreciation on behalf of the Richland Police Department to City Council and the community for their support.

City Council

Councilmembers Richardson and Lemley had no comments.

Councilmember Kent announced that the Richland Public Library is seeking public input for the Library strategic planning. Citizens may participate by submitting ideas via virtual sticky note or by completing the online survey. Additional information can be found by visiting the Richland Public Library website.

Next, Councilmember Kent provided an overview of the comments received at a recent Parks & Recreation Commission meeting regarding the City's role in combating homelessness. Councilmember Kent suggested the City list information on the City's website to educate the public on the topic.

Councilmember Lukson voiced frustrations over the Richland School District's emergency school closures following the school board's decision to make the use of masks optional. Councilmember Lukson added that the emergency school closure will place a strain on parents and encouraged school board members to find a speedy solution.

Councilmember Lukson then shared that Benton County is looking to extend the Public Safety Sales Tax in 2023. If the tax is eliminated, law enforcement and community programs will lose funding. Councilmember Lukson suggested holding discussion on the topic at a future workshop meeting.

Mayor Pro Tem Christensen thanked Councilmember Lukson for providing information on the possible elimination of the Public Safety Sales Tax and offered additional comments. Mayor Pro Tem Christensen also addressed the emergency school closures in the Richland School District.

Mayor

Mayor Alvarez thanked Councilmember Lukson for sharing information concerning the Public Sales Tax and provided comments in support of the tax. Mayor Alvarez then commended Parks & Public Facilities staff for clean-up efforts at Leslie Groves Park. Lastly, Mayor Alvarez expressed interest in resuming in-person meetings in March.

Executive Session

At 8:08 p.m., Richland City Council convened in executive session for forty-five (45) minutes per RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

Individuals virtually present included Mayor Alvarez, Mayor Pro Tem Christensen, and Councilmembers Kent, Lemley, Lukson and Richardson, City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Parks & Public Facilities Director Schiessl, Development Services Director Jensen, Economic Development Manager Wallner and the City's contracted real estate broker Kirt Shaffer.

COUNCIL EXITED EXECUTIVE SESSION AT 8:53 P.M.

Adjournment

Mayor Alvarez adjourned the meeting at 8:53 p.m.

APPROVED:

Michael Alvarez, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, February 22, 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

Due to technical difficulties experienced by Mayor Alvarez at the start of the meeting, Mayor Pro Tem Christensen called the remote Council Workshop meeting to order at 6:02 p.m.

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

Also remotely present were City Manager Amundson, Assistant City Manager Florence, Fire Chief Huntington, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Chief of Police Clary, Library Manager Nulph, Transportation & Development Manager D'Alessandro, and City Clerk Rogers.

Agenda Items

1. Recommendation from Library Board of Trustees to Eliminate Fines for Late Material

Parks & Public Facilities Director Schiessl introduced the topic and turned the floor over to Library Manager Nulph, who provided an overview of the proposed recommendation to eliminate fines for late materials at the Richland Public Library. Eliminating fines for late materials will increase the number of citizens who are eligible to utilize the Library's resources and reduce the number of items that are never returned. This practice has been embraced by an increasing number of libraries across the state and country.

Library Manager Nulph invited Library Board of Trustees Chair Kurt Maier to provide additional comments. Mr. Maier voiced support of the proposal to eliminate fines for late materials in the Richland Public Library.

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

2. Washington State University Property Development – Property Transfer Proposal

With the aid of a PowerPoint Presentation, Public Works Director Rogalsky provided background information regarding the 1993 land transfer to Washington State University (WSU) for the benefit of the college branch campus. Public Works Director Rogalsky also expounded on the transfer provisions and the quitclaim deed's revisionary clause that was removed by vote of Council in 2019.

Lastly, Public Works Director Rogalsky shared a current WSU proposal to receive additional property from the City to resolve all claims surrounding the initial transfer in 1993 and the presence of wetlands on the conveyed property. The proposed land transfer includes 1.7 acres near the North Richland Slow Sand Filtration Facility. Transferring these this 1.7-acre property to WSU would significantly improve the value of the adjacent WSU property.

Public Works Director Rogalsky, WSU Tri-Cities Chancellor Sandra Haynes, and Interim Vice-Chancellor for Finance and Administration Damien Sinnott engaged in a question and answer session with Council.

3. Local Roads Safety Plan – WSDOT City Safety Grant Program

With the aid of a PowerPoint Presentation, Public Works Director Rogalsky provided a detailed overview of the Washington State Department of Transportation's (WSDOT) Safety grant program. The 2022 WSDOT City Safety Program is funded at \$35 million through Federal Highway Safety Improvement Program funding. The Program's focus is to reduce fatal and serious injury collisions on city streets using engineered infrastructure improvements and countermeasures.

Preparation of a Local Road Safety Plan is required to be eligible for grant funds. Richland's Local Road Safety Plan includes a thorough analysis of the past five (5) years of crashes in the City. The City's Plan recommends projects for grant applications that will contribute toward successful achievement of the City's fundamental objectives.

A resolution will be presented for Council review and approval at the March 1, 2022 City Council regular meeting.

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

Adjournment

Mayor Alvarez adjourned the meeting at 7:50 p.m.

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 2022-05, Amending Chapter 12.08 of the Richland Municipal Code related to Right-of-Way Construction

Department:
Public Works

Ordinance/Resolution Number:
2022-05

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-05, amending Chapter 12.08 of the Richland Municipal Code related to right-of-way construction.

Summary:

From time to time, the City amends the Richland Municipal Code (RMC) to update standards and improve clarity. Chapter 12.08 RMC related to right-of-way construction establishes a process for issuing permits for construction in the City's public rights-of-way.

The City issues permits for right-of-way construction that result in cutting and removing pavement from existing public streets. These permits are typically issued to utility companies adding new facilities or replacing existing facilities, or to builders when new development or redevelopment requires connection to utility lines in an existing street. The City's water, sewer, stormwater, electrical, and broadband utilities are also subject to these permitting requirements. Although the City requires permittees to restore damage caused by construction, the cutting, removing and patching of pavement reduces the pavement's effective service life. As the owner and party responsible for pavement maintenance, the City has an interest in obtaining high quality pavement patches that minimize the impact on pavement service life.

Current practice uses long-standing informal standards to establish permitted pavement patching requirements. Over the past six months, the cities of Richland, Kennewick, Pasco and West Richland have worked together to establish updated standards to mitigate damage caused by removing pavement on public streets. Staff recommends adopting these standards in the municipal code to make them visible and transparent to permittees, and to lend the strength of the municipal code to the City's efforts to achieve compliance with its permit requirements. Richland's best interests are served by adopting the proposed standards to protect the City's investment in public infrastructure by preserving the driving surface of public streets.

Staff recommends approval of Ordinance No. 2022-05 for second reading and passage.

Fiscal Impact:

The City's utilities will absorb minor increases in pavement patching costs in order to comply with these updated standards.

Attachments:

- I. Ordinance No. 2022-05

ORDINANCE NO. 2022-05

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING CHAPTER 12.08 OF THE RICHLAND MUNICIPAL
CODE RELATED TO RIGHT-OF-WAY CONSTRUCTION.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to update standards and improve clarity; and

WHEREAS, Chapter 12.08 RMC related to Right-of-Way Construction establishes a process for issuing permits for construction in the City's public rights-of-way; and

WHEREAS, the City issues permits for right-of-way construction that result in cutting and removing pavement from existing public streets; and

WHEREAS, cutting, removing, and patching pavement reduces the effective service life of the pavement; and

WHEREAS, the City requires permittees to restore damage caused by construction; and

WHEREAS, the City, as the owner and party responsible for pavement maintenance, has an interest in obtaining high quality pavement patches that minimize the impact to pavement service life; and

WHEREAS, the cities of Richland, Kennewick, Pasco, and West Richland have worked together to establish standards to mitigate damage caused by removing pavement on public streets; and

WHEREAS, the City's best interests are served by adopting standards to protect the City's investment in public infrastructure by preserving the driving surface of public streets.

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

Section 1. Chapter 12.08 of the Richland Municipal Code, entitled Right-of-Way Construction, as first enacted by Ordinance No. 119, and last amended by Ordinance No. 28-20, is hereby amended as follows:

**Chapter 12.08
RIGHT-OF-WAY CONSTRUCTION**

Sections:

12.08.010 Definitions.

12.08.020 Construction permit required.

12.08.030 Construction permit – Application.

12.08.040 Construction permit fees.

12.08.050 Notice required.

12.08.060 Construction standards.

12.08.065 Pavement cut requirements.

12.08.070 Damage to existing improvements.

12.08.080 City's right to restore right-of-way and easements.

12.08.090 Insurance – Evidence.

12.08.100 Insurance – Exception.

12.08.110 Indemnification and hold harmless.

12.08.120 Violations – Penalties.

12.08.130 Severability.

12.08.010 Definitions.

For the purposes of this chapter the following terms, phrases and words shall have the meaning given herein:

“Applicant” is any person making written application to the director for a construction permit hereunder.

“City” is the city of Richland.

“City engineer” is a professional civil engineer licensed in the state of Washington who establishes the infrastructure improvement standards for the city. This is the same person as the public works director.

“Construction permit,” also known as a use permit or a right-of-way permit, is the authorization granted by the city for an applicant to work in a specified right-of-way or easement to conduct the agreed upon work.

“Construction work” is the excavation and other aboveground construction work permitted under a construction permit and required to be performed under this chapter.

“Director” means the public works director for the city of Richland or designated representative.

“Easement” means any city-held easement for access and public utilities.

“Improvement” is any public or private improvement, including the property of public utilities.

“Pavement condition index,” also known as PCI, is a numerical index between 0 and 100 used to indicate the condition of the pavement in a section of street. PCI is determined by the city.

“Permittee” is any person who has been granted and has in full force and effect a construction permit issued hereunder.

“Person” is any person, firm, corporation or service provider as defined under RMC Title 28.

“Public infrastructure” is any necessary construction, performed within the city right-of-way or on private property, to install city facilities, including streets, sidewalks, storm drainage, street lights,

sanitary sewers and/or water lines and necessary appurtenances, as identified within ~~city standards~~ [public works standards](#).

“Public works standards” means the city’s engineering, design, and construction standards and specifications governing the construction of public and private infrastructure improvements. The city’s engineering design standards include, but are not limited to documents establishing infrastructure standards as authorized by the director and published on the city’s web site.

“Right-of-way” or “public way” means all property in which the city has any form of ownership or title and which is held for public street or utility purposes, regardless of whether or not any street or utility exists thereon or whether it is used, improved or maintained for public use.

“Street” is any street, highway, sidewalk, alley, avenue or other public way, easement, or other public place in the city.

12.08.020 Construction permit required.

Except as provided in subsection (D) of this section, a construction permit is required of any person or entity who performs construction work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including, but not limited to:

A. Any attachments to city-owned utility poles that materially change the clearance, mechanical, structural or electrical characteristics of any joint pole installation;

B. Dig up, break, excavate, tunnel, undermine or to make or cause to be made any excavation in, under or above any right-of-way for any purpose or to place, deposit or leave upon any right-of-way any earth or other excavated material obstructing or tending to interfere with the free use of the right-of-way; or

C. Installation of any new city-owned infrastructure or private utilities. Construction work does not include routine maintenance, water, sewer or irrigation service repairs, new telecommunications, power, phone or cable service connection drops to customers, unless such maintenance, repairs or service connection drops are new pole attachments, disturb the other joint pole users, disturb the roadbed or other public infrastructure, or in any substantial manner obstruct the flow of traffic.

D. Capital improvement projects in which the city executes a construction contract with a contractor are exempt from the right-of-way construction permit requirement.

Notwithstanding any other provision of this title, the city must act on a request for a construction permit by a service provider of telecommunicating services within 120 days of receipt of a completed application, unless the applicant consents to a different time period or the applicant has not obtained all other permits requested by the city.

12.08.030 Construction permit – Application.

No construction permit shall be issued unless a written application for the issuance of a construction permit is submitted to the director. The application shall be provided by the city. The

following additional material shall be required within the application:

- A. Construction plans certified by a professional engineer registered in the state of Washington; and
- B. A copy of the contractor's and all subcontractors' state licensing and bonding compliance, and current city of Richland business licenses; and
- C. A certificate of insurance meeting the requirements of RMC 12.08.090.

12.08.040 Construction permit fees.

A permit fee shall be charged by the director for the review of permit applications and engineering plans and for issuance of a construction permit which shall be in addition to all other fees for permits or charges relative to any proposed construction work.

The construction permit fee shall consist of one of the following components:

- A. Single-Family Residential Improvements. A permit fee to cover administrative and inspection costs shall be \$150.00.
- B. For Utility Trenching. A permit fee to cover administration and inspection costs shall be \$250.00.

C. For Public Infrastructure. The following fees shall apply to the permitting of infrastructure in support of commercial or industrial site development and for subdivisions, including short plats, long plats and binding site plans:

1. Plan Review Fee. The applicant shall pay a plan review fee as established by the director for the review of infrastructure engineering plans. The fee shall be based on a cost per page, and a distinct fee amount shall be established for subdivision projects and commercial/industrial site development projects based on the complexity and cost of the plan review process. The content and format of engineering plans shall conform to standards established by the director. The plan review fee shall apply each time a project is submitted for review. The director may, at the director's sole discretion, reduce fees for a project requiring three or more iterations of plan review on a finding that the city provided inaccurate or misleading requirements to the applicant.

2. Prior to the issuance of the construction permit, a permit fee to cover the administrative and inspection costs shall be paid in the amount of three percent of the estimated construction cost of city infrastructure. The fee shall be calculated using an infrastructure cost and permit cost estimating tool developed and maintained by the director. The cost estimating tool shall be updated regularly by the director to reflect the current local market for typical infrastructure construction costs. The permit fee for projects that include unique design elements not included in the city's cost estimating tool shall calculate a fee for the unique elements based on an engineer's cost estimate prepared and stamped by a licensed civil engineer and approved by the city engineer.

Large projects: The following provides a different fee level for certain projects. To qualify for the reduced fee described below the applicant must receive approval for the proposed project's scope

of work from the director prior to issuance of a construction permit. For public infrastructure being constructed beyond the boundaries of a preliminary plat or site plan, the estimated cost of construction for which exceeds \$1,000,000, the permit fee under this subsection shall be two percent of the estimated construction costs as determined by use of the city's cost estimating tool and/or the fee calculation for unique design elements described above.

D. For Commercial with Private Stormwater Facilities. A permit fee to cover the administration, plan review and inspection costs shall be \$250.00.

E. For City Pole Attachments. An application fee to cover the administrative and plan review costs shall be \$250.00. Prior to issuance of the construction permit, the applicant must identify, in writing, the professional engineer that will certify the construction of the pole attachments per RMC 14.31.030(A).

12.08.050 Notice required.

The permittee shall give to the director notice not less than 48 hours before any work under a construction permit is commenced and shall notify the director upon completion of the work. In the event of an unexpected repair or emergency, a permittee may commence work as required under the circumstances, provided the permittee obtains a construction permit within 48 hours after work is commenced. Unexpected repairs and emergency work shall comply with all other requirements of this title. [Ord. 28-01].

12.08.060 Construction standards.

All work within the city right-of-way shall be in accordance with ~~the adopted city standards~~ public works standards in effect at the time of the application for the construction permit.

12.08.065 Pavement cut requirements.

All construction work on paved streets resulting in cutting or excavation within the street shall be restored per public works standards and as required in this section.

A. For streets with a PCI equal to or greater than 75, or that have been resurfaced with a slurry seal, chip seal, cape seal or similar treatment less than one (1) inch thick within the calendar year in which the construction permit was issued, no cutting or excavation is permitted, except for the following situations and at the discretion of the director:

1. Emergencies that endanger life, property, or public health and safety.

2. Interruption of essential utility service.

3. Work mandated by city, state, or federal legislation.

4. New service to a specific location cannot be reasonably provided by another route or using trenchless technology methods.

5. Minor core drilling or potholing (maximum 8-inch bell hole) to locate utilities.

B. If construction work is authorized by the city for the reasons identified in subsections (1)-(5) above, pavement patches shall meet the following requirements:

1. Lateral cuts perpendicular to the flow of traffic shall have the pavement removed and replaced a minimum of 25 feet wide, centered on the trench cut, to include the full width of each travel lane or shoulder disturbed by the cut or excavation. Removal shall be by grinding pavement a minimum of 1.75 inches deep, or by saw cutting and excavation. Paving shall be accomplished with a paving machine.

2. Longitudinal cuts parallel with the flow of traffic shall have the pavement removed and replaced to include the full width of each travel lane or shoulder disturbed by the cut or excavation. The minimum longitudinal patch length shall be 25 feet. Removal shall be by grinding pavement a minimum of 1.75 inches deep, or by saw cutting and excavation. Paving shall be accomplished with a paving machine.

3. For lateral patches less than 25 feet apart from edge-of-patch to edge-of-patch, work shall be incorporated into a single patch. For longitudinal patches, if the outside travel lane is patched, the adjacent paved shoulder shall also be replaced if less than four (4) feet of width remains.

4. All patches shall be at least as thick as the adjacent road section or shall meet the public works standards' minimum road section thickness for the classification of the street, whichever is thicker.

5. Minor core-drilled holes and potholes shall be backfilled with control density fill (CDF), or as approved by the director.

6. All patches shall have the perimeter joints of the patch crack-sealed.

7. Disturbed traffic markings and striping shall be restored with approved in-kind materials.

C. Streets with a PCI of less than 75 that have not been resurfaced with any pavement treatment within the calendar year in which the construction permit was issued may be cut or excavated if utility work cannot reasonably utilize another route or trenchless technology. If construction work is authorized by the city under this subsection, pavement patches shall meet the following requirements:

1. Lateral cuts perpendicular to the flow of traffic shall have the pavement removed and replaced a minimum of six (6) feet wide, centered on the trench cut, to include one-half width or all of each travel lane disturbed by the cut (to prevent a joint in the wheel path). There shall be a minimum of one (1) foot of patch width beyond each side of the trench cut.

2. Longitudinal cuts parallel with the flow of traffic shall have the pavement removed and replaced to include one-half width or all of each travel lane disturbed by the cut or excavation (to prevent a joint in the wheel path). There shall be a minimum of one (1) foot of patch width beyond each side of the trench cut. Minimum length of the patch in a travel lane shall be six (6) feet.

3. For lateral patches less than 25 feet apart from edge-of-patch to edge-of-patch, work shall be incorporated into a single patch. For longitudinal patches, if the outside travel lane is patched, the adjacent paved shoulder shall also be replaced if less than four (4) feet of width remains.

4. All patches shall be at least as thick as the adjacent road section or shall meet the public works standards' minimum road section thickness for the classification of the street, whichever is thicker.

5. Minor core-drilled holes and potholes shall be backfilled with control density fill (CDF), or as approved by the director.

6. All patches shall have the perimeter joints of the patch crack-sealed.

7. Disturbed traffic markings and striping shall be restored with approved in-kind materials.

D. The completed surface of the pavement shall not vary more than one-fourth (1/4) inch from the lower edge of a ten-foot straightedge placed parallel with the flow of traffic.

E. The contractor shall be responsible for the continued performance of the patched asphalt to conform to this section and the public works standards for two (2) years after the permit is closed by the city's acceptance of the patch.

12.08.070 Damage to existing improvements.

All damage done to existing public or private improvements during the progress of the construction work shall be repaired by the permittee to an equal or better condition. Methods and materials for such repair shall conform with public works standards ~~adopted-city standards~~. If upon being ordered the permittee fails to furnish the necessary labor and materials for such repairs, the director shall have the authority to cause said necessary labor and materials to be furnished by the city and the cost shall be charged against the permittee and the permittee shall also be liable on his or its bond therefor.

12.08.080 City's right to restore right-of-way and easements.

If the permittee shall have failed to restore any city right-of-way or easement to its original and proper condition upon the expiration of the time fixed by such permit or shall otherwise have failed to complete the right-of-way construction work covered by such permit or if the work of the permittee is defective and the defect is discovered within one year from the completion of the right-of-way construction work, the director, if he deems it advisable, shall have the right to do all work and things necessary to restore the right-of-way and/or easement and to complete the right-of-way construction work. The permittee shall be liable for general overhead and administrative expenses. The city shall have a cause of action for all fees, expenses and amounts paid out and due it for such work and shall apply in payment of the amount due it any funds of the permittee deposited as herein provided and the city shall also enforce its rights under the permittee's surety bond, if any, provided pursuant to this chapter. No additional permits shall be granted until the invoice for city-performed work has been paid.

12.08.090 Insurance – Evidence.

A permittee, prior to the commencement of construction hereunder, shall furnish the director with

satisfactory evidence in writing that the permittee has in force during the performance of the construction work the following coverage:

A. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. The coverage limits shall be a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident; and

B. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The commercial general liability insurance shall be endorsed to provide a per-project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The public entity shall be named as an additional insured under the contractor's commercial general liability insurance policy with respect to the work performed for the public entity using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured – Completed Operations Endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. The coverage limits shall be no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products – completed operations aggregate limit; and

C. Worker's compensation coverage as required by the industrial insurance laws of the state of Washington.

Each policy shall name the city as an additional named insured for the job.

12.08.100 Insurance – Exception.

Any owner of real estate building or repairing or engaging another to build or repair a sidewalk abutting on his property shall not be required to provide evidence of public liability insurance, where no other work is involved. Insurance established under city right-of-way licenses, master permits or facilities leases may be substituted for the insurance required by RMC 12.08.090, provided the insurance coverage equals or exceeds that required by RMC 12.08.090.

12.08.110 Indemnification and hold harmless.

The permittee shall defend, indemnify and hold harmless the city, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising or issuing out of the granting of permits under this section, except as may be caused by the negligence or willful conduct on the part of the city of Richland.

12.08.120 Violations – Penalties.

Any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and

involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

For any violation of a continuing nature, each day's violation shall be considered a separate offense and shall subject the offender to the above penalties for each offense.

12.08.130 Severability.

The invalidity of any section, subsection, provision, clause, or portion thereof, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

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

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

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

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

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: February 15, 2022

Second Reading: March 1, 2022

Date Published: March 6, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2022-06, Amending Richland Municipal Code Section 11.040.030 related to Seasonal Parking at the Lee Boulevard Cul-de-sac in Howard Amon Park

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

2022-06

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-06, amending Richland Municipal Code Section 11.04.030 related to seasonal parking at the Lee Boulevard cul-de-sac in Howard Amon Park.

Summary:

In 2022, between March and September, approximately 140 cruise boats used the Lee Boulevard Dock to load and unload passengers. The boats use the Richland facility as part of a week-long itinerary between Lewiston, Idaho and Astoria, Oregon. Land excursions are planned for the passengers at each port of call. In Richland, busses take passengers to area wineries, the REACH Museum, and retail establishments such as Richland's Country Mercantile.

Tour busses utilize the Lee Boulevard cul-de-sac to load and unload passengers. The cul-de-sac currently allows for on-street parking for Howard Amon park users, which creates opportunities for congestion and conflict with tour buses. Ordinance No. 2022-06 would prohibit on-street parking on the Lee Boulevard cul-de-sac during the cruising season, which runs from March to October. This seasonal parking approach represents a compromise between park users and the cruise boat dock. It will affect approximately five (5) parking spaces.

Staff recommends approval of Ordinance No. 2022-06 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 2022-06

ORDINANCE NO. 2022-06

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTION 11.40.030
RELATED TO PARKING PROHIBITED ON CERTAIN STREETS.**

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

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

WHEREAS, commercial cruise docking at the Lee Boulevard Dock is a component of the City's tourism strategy; and

WHEREAS, the Lee Boulevard Dock hosts commercial cruise vessels beginning March first through October first; and

WHEREAS, cruise lines utilize cruise busses in the Lee Boulevard cul-de-sac to load and unload passengers from the Lee Boulevard Dock; and

WHEREAS, on-street parking in the Lee Boulevard cul-de-sac provides unnecessary conflict for cruise passenger loading and unloading during the cruise season; and

WHEREAS, a seasonal limitation of on-street parking in the Lee Boulevard cul-de-sac will provide opportunities for parking during the off-season; and

WHEREAS, the City's best interests are served by seasonally restricting on-street parking in the Lee Boulevard cul-de-sac.

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

Section 1. Richland Municipal Code Section 11.40.03, entitled Schedule III – Parking prohibited on certain streets, as first enacted by Ordinance No. 413, and last amended by Ordinance No. 21-20, is hereby amended as follows:

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

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

1. Both sides of Aaron Drive from Abbot Street to SR-240 (west of Wellsian);
2. Both sides of Adams Street from Aaron Drive to George Washington Way;
3. Both sides of Allison Way;

4. Both sides of Amon Park Drive from 330 feet north of Lee Boulevard to 830 feet north of Lee Boulevard;
5. Both sides of Amon Park Drive north of Newton Street;
6. East side of Amon Park Drive from Lee Boulevard to 385 feet south of Lee Boulevard;
7. West side of Amon Park Drive from Lee Boulevard to 760 feet south of Lee Boulevard;
8. South side of Banyon Street;
9. East side of Barth Avenue from Falley Street to Benham Street;
10. Both sides of Bellerive Drive from Canyon Street to Broadmoor Street;
11. South side of Benham Street from George Washington Way to Goethals Drive;
12. East side of Bernard Avenue from Davenport Street to Comstock Street;
13. Both sides of Bradley Boulevard;
14. East side of Casey Avenue from Comstock Street to Benham Street;
15. South and east side of Chelan Loop from Wishkah Drive to the end of road;
16. North side of Cherokee Street;
17. Columbia Center Boulevard from Columbia Park Trail to Fowler Street;
18. Both sides of Columbia Point Drive from George Washington Way to the southerly entrance of Columbia Point Marina Park;
19. Both sides of Comstock Street from George Washington Way to Bradley Boulevard;
20. South side of Comstock Street from George Washington Way to Goethals Drive;
21. East side of Craighill Avenue from Davenport Street to Comstock Street;
22. North side of Davenport Street from George Washington Way to Goethals Drive;
23. Both sides of Duportail Street from State Route 240 to Keene Road;
24. Both sides of Columbia Park Trail from Jericho Court to 2,060 feet east of Columbia Center Boulevard;
25. North side of Duportail Street from Wright Avenue to State Route 240;
26. Both sides of Duportail Street from 150 feet west of Thayer Drive to Wellsian Way;

27. East side of Elementary Street from Keene Road to 280 feet north of Keene Road;
28. West side of Elementary Street from Keene Road to 210 feet north of Keene Road;
29. North side of Endress Street from Jadwin Avenue to 100 feet west of Abert Street;
30. South side of Endress Street from Abert Street to 100 feet west of Abert Street;
31. South side of Falley Street from George Washington Way to Jadwin Avenue;
32. West side of Farrell Lane from Torbett Street to Williams Boulevard;
33. North side of Fort Street;
34. North side of Fowler Street from Columbia Center Boulevard to Florida Avenue;
35. South 70 feet of Frankfort Street starting 150 feet west of Wright Avenue;
36. North side of Gage Boulevard from east of city limits to Morency Drive except from 770 feet to 995 west of Penny Royal Avenue, from 162 feet west of Kapalua Avenue to 100 feet east of Kapalua Avenue, and from 240 feet west of Nova Lane to 120 feet east of Nova Lane;
37. South side of Gage Boulevard from Steptoe Street to Morency Drive;
38. West side of Genoa Lane from Meadow Hills Drive to 280 feet south of Meadow Hills Drive;
39. Both sides of Center Parkway from east city limits to Meadows Drive;
40. East side of George Washington Way from Columbia Point Drive to Horn Rapids Road;
41. West side of George Washington Way from 110 feet south of Falley Street to Horn Rapids Road;
42. West side of George Washington Way from Adams Street to 230 feet north of Adams Street;
43. East side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 1,290 feet north of Swift Boulevard to 1,590 feet north of Swift Boulevard;
44. West side of Gillmore Avenue from Swift Boulevard to Goethals Drive, except from 840 feet north of Swift Boulevard to 1,515 feet north of Swift Boulevard;
45. North side of Glen Briar Lane from Riverstone Drive to Tanglewood Drive;
46. Both sides of Goethals Drive from Gribble Avenue to Williams Boulevard;
47. Both sides of Goethals Drive from Swift Boulevard to 825 feet north of Swift Boulevard;
48. Both sides of Goethals Drive from Swift Boulevard to 300 feet south of Swift Boulevard;

49. Both sides of Goethals Drive from Lee Boulevard to Gillespie Street;
50. West side of Goethals Drive from Symons Street to 350 feet south of Symons Street;
51. West side of Goethals Drive from Van Giesen Street to Torbett Street;
52. North side of Greentree Court;
53. East side of Guyer Street from Williams Boulevard to 730 feet south of Williams Boulevard;
54. West side of Guyer Street from 330 feet south of Williams Boulevard to 830 feet south of Williams Boulevard;
55. East side of Hains Avenue from 120 feet south of Van Giesen Street to a point 680 feet from George Washington Way;
56. South side of Van Giesen Street from Hunt Avenue to Hains Avenue, continuous with the west side of Hains Avenue from Van Giesen Street to 120 feet south of Van Giesen Street;
57. Both sides of Harris Avenue from Sprout Road to 150 feet south of Sprout Road;
58. East side of Harris Avenue from Snyder Road to Saint Street;
59. West side of Haupt Avenue from Thomas Street to George Washington Way;
60. South side of Ferrara Lane from Sicily Lane to the end of the curve 570 feet east of Sicily Lane;
61. East side of Hunt Avenue from North Gaillard Place to George Washington Way;
62. West side of Hunt Avenue from 275 feet southwest of Davison Street to 175 feet north of Gaillard Place;
63. South side of Duportail Street from Wright Street to 240 feet west of Wright Street;
64. North side of Duportail Street from Wright Street to 280 feet east of Wright Street;
65. East side of Thayer Drive from Duportail Street to 160 feet south of Duportail Street;
66. Both sides of Thayer Drive from Duportail Street to 150 feet north of Duportail Street;
67. East side of Jadwin Avenue from Aaron Drive to 150 feet north of Aaron Drive;
68. West side of Jadwin Avenue between Aaron Drive and Green Tree Court;
69. Both sides of Jadwin Avenue from George Washington Way to Stevens Drive with exceptions noted in RMC 11.40.040, Schedule IV;
70. Both sides of Jadwin Avenue from Aaron Drive to Carrier Road;

71. East side of Jason Loop and included, along the loop interior lots and tracts;
72. Both sides of Karlee Drive;
73. Both sides of Keene Road from Gage Boulevard to west city limits;
74. East side of Kimball Street from 225 feet south of Symons Avenue to 260 feet south of Symons Avenue;
75. West side of Kimball Avenue from Van Giesen Street to Symons Street;
76. North side of Knight Street from Stevens Drive to George Washington Way except from 55 feet west of Jadwin Avenue to 165 feet west of Jadwin Avenue;
77. South side of Knight Street from Stevens Drive to George Washington Way;
78. East side of Laurelbrook Court north of Glen Briar Lane;
79. Both sides of Lawless Drive;
80. Both sides of Lee Boulevard from Jadwin Avenue to 200 feet east of George Washington Way;
81. Both sides of Lee Boulevard from Thayer Drive to 340 feet east of Thayer Drive;
82. North side of Lee Boulevard from Stevens Drive to 220 feet east of Stevens Drive;
83. South side of Lee Boulevard from Stevens Drive to 220 feet west of Stevens Drive;
84. South side of Lee Boulevard from Cullum Avenue to Jadwin Avenue;
85. South side of Lee Boulevard from Wellsian Way to 220 feet west of Wellsian Way;
86. Both sides of Leslie Road;
87. East side of Long Avenue from Stevens Drive to 185 feet south of Stevens Drive;
88. East side of Long Avenue from 450 feet south of Stevens Drive to 660 feet south of Stevens Drive;
89. East side of Long Avenue from Swift Boulevard to 240 feet north of Stevens Drive;
90. East and south sides of Long Avenue from Swift Boulevard to 325 feet east of Thayer Drive;
91. West side of Lucca Lane from Venice Lane to Gala Way;
92. West side of Mahan Avenue from Van Giesen Street to Williams Boulevard;
93. North side of Mansfield Street from Goethals Drive to 272 feet west of Goethals Drive;

94. West side of McPherson Avenue from Torbett Street to Symons Street;
95. West side of Meriwether Avenue;
96. West side of Milan Lane from Meadow Hills Drive to end of road;
97. South side of Mint Loop between its eastern and western terminus with Rosemary Street;
98. Both sides of Morency Drive from south end of road to 2,100 feet south of Meadow Hills Drive;
99. Both sides of Mountain View Lane from Leslie Road to 120 feet west of Leslie Road;
100. Both sides of Morningside Parkway;
101. West side of Naples Lane from Venice Lane to Gala Way;
102. North side of Park Street from Harris Avenue easterly 300 feet;
103. Both sides of Piper Street from end of road to 40 feet north of end of road;
104. West side of Pisa Lane from Meadow Hills Drive to Gala Way;
105. Both sides of Queensgate Drive from Truman Avenue to south city limits;
106. North side of Roberdeau Street from Long Avenue to 150 feet west of Long Avenue;
107. North side of Rosemary Street from the end of street cul-de-sac, including within the cul-de-sac, to Penny Royal Avenue;
108. East side of Sacajawea Avenue from south end of road to Satus Street;
109. West side of Salerno Lane from Meadow Hills Drive to Gala Way;
110. West side of Satus Street from 100 feet east of Rimrock Avenue to Canyon Street;
111. South and west side of Legacy Lane from Skyview Loop (north T-intersection) to Skyview Loop (middle four-way intersection), and east and north side from 680 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to Morency Drive;
112. West side of Sedgwick Place;
113. South and west side of Skyview Loop from Legacy Lane (north T-intersection) to Legacy Lane (middle four-way intersection) and east and north side from 900 feet south of the middle four-way intersection of Skyview Loop and Legacy Lane to the south T-intersection with Legacy Lane;
114. North side of Sibert Avenue from Hunt Avenue to Hains Avenue;

115. West side of Sicily Lane from Venice Lane to Gala Way;
116. East end of Skyline Drive within the cul-de-sac;
117. West side of Sorrento Lane from Venice Lane to Gala Way;
118. Both sides of Sprout Road from 200 feet west of Harris Avenue to 300 feet east of Harris Avenue;
119. North side of Stanley Street from Goethals Drive to Jadwin Avenue;
120. Both sides of Steptoe Street from Columbia Park Trail to the south city limits;
121. Both sides of Stevens Drive from Van Giesen Street to 230 feet north of Van Giesen Street;
122. East side of Stevens Drive from Williams Boulevard to 175 feet south of Williams Boulevard;
123. East side of Stevens Drive from Van Giesen Street to 140 feet south of Van Giesen Street;
124. East side of Stevens Drive from Swift Boulevard to 175 feet south of Swift Boulevard;
125. East side of Stevens Drive from Swift Boulevard to 1,200 feet north of Swift Boulevard;
126. East side of Stevens Drive from Mansfield Street to 220 feet south of Mansfield Street;
127. East side of Stevens Drive from Knight Street to 175 feet south of Knight Street;
128. West side of Stevens Drive from Van Giesen Street to 210 feet south of Van Giesen Street;
129. West side of Stevens Drive from Swift Boulevard to 175 feet north of Swift Boulevard;
130. West side of Stevens Drive from Mansfield Street to 125 feet north of Mansfield Street;
131. West side of Stevens Drive from Lee Boulevard to 310 feet north of Lee Boulevard;
132. Both sides of Stevens Drive from Wellsian Way to Lee Boulevard;
133. North side of Stonecreek Drive;
134. Both sides of Sunshine Ridge Road;
135. Both sides of Swift Boulevard from State Route 240 to 100 feet east of State Route 240;
136. Both sides of Swift Boulevard from Birch Avenue to Sanford Avenue;
137. North side of Swift Boulevard from George Washington Way to 615 feet west of Stevens Drive except for the segment of 90 feet west of Goethals Drive to 290 feet east of Stevens Drive;
138. South side of Swift Boulevard from Jadwin Avenue to 195 feet east of Northgate Drive;

139. Both sides of Swift Boulevard from Stevens Drive to 580 feet west of Stevens Drive;
140. North side of Symons Street from Hunt Avenue to Hains Avenue;
141. South side of Symons Street from Sanford Avenue to Goethals Drive;
142. Both sides of Tapteal Drive from Columbia Center Boulevard to Steptoe Street;
143. Both sides of Tapteal Loop from Tapteal Drive to the south city limits;
144. East side of Terminal Drive from Aileron Drive to 350 feet south of Aileron Drive;
145. West side of Terminal Drive from 185 feet south of Aileron Drive to 325 feet south of Aileron Drive;
146. Both sides of Thayer Drive from 220 feet north of Lee Boulevard to 220 feet south of Lee Boulevard;
147. East side of Thayer Drive from Lee Boulevard to 10 feet north of Longfitt Street;
148. Both sides of Thayer Drive from 220 feet south of Long Avenue to 100 feet north of Swift Boulevard;
149. West side of Thayer Drive from 70 feet north of Longfitt Street to 70 feet south of Longfitt Street;
150. West side of Thayer Drive from 70 feet north of Kuhn Street to 70 feet south of Kuhn Street;
151. South side of Thomas Street from Hunt Avenue to Hains Avenue;
152. East side of Maidstone Street from River Park Drive to 475 feet north of River Park Drive;
153. South side of Torbett Street from Goethals Drive to Jadwin Avenue;
154. South side of Torbett Street from Thayer Drive to Stevens Drive;
155. East side of Truman Avenue from Kennedy Road to Queensgate Drive;
156. Both sides of Valencia Drive from Sunshine Ridge Road to east city limits;
157. Both sides of Van Giesen Street from 310 feet east of Wright Avenue to 310 feet west of Wright Avenue;
158. North side of Van Giesen Street from Jadwin Avenue to 200 feet east of Jadwin Avenue;
159. North side of Van Giesen Street from State Route 240 to 300 feet east of State Route 240;
160. South side of Van Giesen Street from George Washington Way to 200 feet west of George Washington Way;

161. South side of Van Giesen Street from Stevens Drive to 200 feet west of Stevens Drive;
162. South and west side of Venice Lane from Meadow Hills Drive to end of road at Lucca Lane;
163. West side of Verona Lane from Meadow Hills Drive to Gala Way;
164. West side of Wellhouse Loop from 365 feet south of Duportail Street to 565 feet south of Duportail Street;
165. West side of Wellhouse Loop from 250 feet south of Wyman Street to 360 feet south of Wyman Street;
166. Both sides of Wellsian Way from Lee Boulevard to Aaron Drive;
167. North side of Williams Boulevard from Stevens Drive to 170 feet east of Stevens Drive;
168. North side of Williams Boulevard from Farrell Lane to 170 feet east of Farrell Lane;
169. North side of Williams Boulevard from Goethals Drive to 170 feet east of Goethals Drive;
170. Both sides of Williams Boulevard from Jadwin Avenue to George Washington Way;
171. North side of Williams Boulevard from Kimball Avenue to 170 feet east of Kimball Avenue;
172. South side of Williams Boulevard from Goethals Drive to 170 feet west of Goethals Drive;
173. South side of Williams Boulevard from Jadwin Avenue to 170 feet west of Jadwin Avenue;
174. East side of Wright Avenue from Duportail Street to 120 feet south of Duportail Street;
175. West side of Wright Avenue from Duportail Street to 350 feet north of Duportail Street;
176. Both sides of Reata Road from Leslie Road to west city limits;
177. Both sides of Gillespie Street from Goethals Drive to Stevens Drive;
178. Both sides of Trowbridge Boulevard from Dallas Road to end of road;
179. Both sides of Bella Coola Lane – Trowbridge Boulevard to end of road;
180. Both sides of Dallas Road from 1,000 feet south of Trowbridge Boulevard (south city limits) to 1,115 feet north of Ava Way (north city limits);
181. North side of Mansfield Street from 180 feet west of Jadwin Avenue to 310 feet west of Jadwin Avenue;
182. Both sides of Shockley Road from Keene Road to Queensgate Drive;
183. Both sides of Westcliffe Boulevard from Keene Road to Meadow Hills Drive;

184. Both sides of Englewood Drive from Keene Road to 880 feet northeast of Keene Road;
185. North side of Gage Boulevard from Sequoia Avenue to Morency Drive;
186. East side of Kambeth Court from Hanstead Street to 250 feet north of Hanstead Street;
187. Both sides of Van Giesen Street from Jadwin Avenue to Johnston Avenue;
188. North side of Snyder Street from Harris Avenue to 280 feet east of Harris Avenue, and from 430 feet east of Harris Avenue to 550 feet east of Harris Avenue;
189. South side of Snyder Street from Harris Avenue to 550 feet east of Harris Avenue; [and](#)
- [190. Cul-de-sac at the east terminus of Lee Boulevard March 1 through October 1.](#)

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

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

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

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

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: February 15, 2022

Second Reading: March 1, 2022

Date Published: March 6, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2022-07, Amending Richland Municipal Code Section 9.22.075 related to Park Hours

Department:
Parks & Public Facilities

Ordinance/Resolution Number:
2022-07

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-07, amending Richland Municipal Code Section 9.22.075 related to park hours.

Summary:

The Richland Municipal Code (RMC) limits the use of parks after 11:00 p.m. and before 5:00 a.m., except in certain defined scenarios including upon trails, lighted facilities, fishing areas, and activities that are approved by permit. All parks are currently subject to this rule without exception. The Richland Parks & Recreation Commission recently received feedback from a community near a Richland park that attracts users after dark. The undesirable night use occurring at this park negatively impacts the neighborhood by bringing in noise, glare, excessive trash, speeding on an access road, and in some cases, property damage and rule-breaking.

Ordinance No. 2022-07 would allow the posting of more restrictive park hours in response to exigent circumstances. Additional flexibility in this regard would be especially helpful to neighborhoods experiencing negative impacts after dark where rule enforcement alone does not correct problematic behavior. One such area warranting more restrictive hours is the viewpoint parking lot at Badger Mountain Community Park, which is known informally in the community as "Top of the World." The Parks & Recreation Commission worked extensively with the neighborhood on Glenwood Court adjacent to "Top of the World," and took considerable testimony related to the problematic behavior occurring in this area after dark.

Limiting public access to public land is a sensitive issue that requires a light touch. If approved, Ordinance No. 2022-07 would allow staff and the Parks & Recreation Commission to address negative impacts caused by Richland park users occurring after dark and before 11:00 p.m. An internal administrative procedure will be developed to govern the process for determining when and where restricted park hours should be implemented. The process is anticipated to include a public notice component, and will allow restricted hours to revert back to the normal 11:00 p.m. closing if problematic behaviors are corrected. The Richland Police Department supports Ordinance No. 2022-07.

Staff recommends approval of Ordinance No. 2022-07 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2022-07

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 9.22.075 RELATED TO PARK HOURS.

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

WHEREAS, RMC 9.22.075 provides for park hours that apply to all designated or dedicated park facilities with limited exceptions; and

WHEREAS, certain parks may benefit from unique park hours to resolve exigent circumstances and improve neighborhood compatibility; and

WHEREAS, amendment to RMC 9.22.075 is necessary to afford a measure of flexibility that will allow the City to promptly respond to exigent or unique circumstances and improve neighborhood compatibility.

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

Section 1. Richland Municipal Code Section 9.22.075, entitled Park hours, as enacted by Ordinance No. 58-94, and last amended by Ordinance No. 20-11, is hereby amended as follows:

9.22.075 Park hours

City property, which consists of dedicated or designated public parks, shall be available for use and activities during the hours of 5:00 a.m. and 11:00 p.m. unless a more restrictive time period is posted. It shall be unlawful for any person to be present in or use these public facilities ~~after~~ from 11:00 p.m. ~~or prior~~ to 5:00 a.m. or during any posted restricted time period. Any person violating any provision of this section shall be guilty of a misdemeanor, unless such use falls within permitted exceptions as provided herein:

- A. Activities for which a permit is issued by the parks and recreation department of the city.
- B. Fishing during the hours the park is closed so long as the person fishing has the appropriate state licensing.
- C. Putting boats into and taking boats out of the river.
- D. Camping in areas which have been set aside in RMC 9.22.070(D).
- E. Individuals utilizing paved walking trails for walking, jogging, and nonmotorized cycling activities.

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

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

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

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

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: February 15, 2022

Second Reading: March 1, 2022

Date Published: March 6, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2022-08, Amending Richland Municipal Code Section 9.22.070 Related to Speed Limits on Shared Use Pathways

Department:
Parks & Public Facilities

Ordinance/Resolution Number:
2022-08

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-08, amending Richland Municipal Code Section 9.22.070 related to speed limits on shared use pathways.

Summary:

Last year, the Parks & Recreation Commission and staff received a marked increase in citizen feedback related to seasonal congestion on the City's shared use pathways, including comments reflecting a perceived conflict between cyclists and pedestrians. 2021 was a record year for park attendance, and Richland's trails are more popular than ever. Ordinance No. 2022-08 is an effort to create a uniform expectation of speed on shared use pathways. The proposed ordinance adds a new rule to the Richland Municipal Code (RMC) that will limit speeds on defined pathways to 15 miles per hour when other users are present, or slower when signs are posted in congested areas, in limited visibility areas, or at other locations warranting a slower speed. The Parks & Recreation Commission entertained significant public participation on this subject over the course of approximately one year, and its proposal represents compromise and general agreement among a variety of user groups.

Enforcement of the rule is expected to be achieved through education and positive encouragement. The rule will be defined as a civil infraction subject to a \$50 fine, but the intent is to develop programs and public outreach to achieve voluntary compliance. A list of shared use pathways subject to Ordinance No. 2022-08 will be published on the City's website and will initially include: Aaron Drive Trail, Bypass Shelterbelt Trail, Keene Road Trail, Riverfront Trail, Sacagawea Heritage Trail, Stevens Drive Pathway, Urban Greenbelt Trail, and the Vantage Highway Pathway. Additional future paths could be added to the published list subject to initiation of a public participation process.

This uniform speed approach on Richland's shared use pathways is industry standard and consistent with the approach taken by two other regional, multi-jurisdictional trail systems in Washington, including the Centennial Trail connecting Spokane with Coeur d'Alene, and the Burke-Gillman Trail in Puget Sound. The cities of Kennewick and Pasco are expected to adopt a similar version of Richland's speed standard for their segments of the Sacagawea Heritage Trail.

Staff recommends approval of Ordinance No. 2022-08 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2022-08

ORDINANCE NO. 2022-08

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTION 9.22.070
RELATED TO SPEEDS ON SHARED USE PATHWAYS.**

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

WHEREAS, RMC 9.22.070 codifies public park rules to promote the health, safety and general welfare of residents and visitors; and

WHEREAS, a variety of users enjoy the City's shared use pathways, and certain locations have recently become congested; and

WHEREAS, the City's current inventory of shared use pathways, which is always subject to change, includes Aaron Drive Trail, Bypass Shelterbelt Trail, Keene Road Trail, Riverfront Trail, Sacagawea Heritage Trail, Stevens Drive Pathway, Urban Greenbelt Trail, and the Vantage Highway Pathway; and

WHEREAS, jurisdictions commonly manage speeds on shared use pathways to encourage safe usage; and

WHEREAS, after soliciting public input, the Parks & Recreation Commission recommends that speeds on shared use pathways be limited to fifteen (15) miles per hour when other users are present unless a lower speed is posted; and

WHEREAS, the City will advance an educational campaign and install informational signage to encourage voluntary acceptance of a speed limit on shared use pathways.

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

Section 1. Richland Municipal Code Section 9.22.070, entitled Park Property, as first enacted by Ordinance No. 65-80, and last amended by Ordinance No. 21-20, is hereby amended as follows:

9.22.070 Park Property.

A. Use of Park Property. It is unlawful for any person except city employees and other authorized persons in the performance of their duties or pursuant to a special permit issued by the city manager to drive, stand or park any motor vehicle or to ride any horse, except where allowed by subsection (E) of this section, upon the footpaths, bicycle paths, or any grassed or landscaped areas in any public park or other public land of the city, or to pick any flowers or plants, or to damage or mutilate any of the shrubs or trees, monuments, or works of art, or in any manner damage any property of the city in any public park or other public land of the city, or to violate any of the rules or regulations relating to the public parks. It shall be unlawful to violate any of the following rules and regulations which shall apply in all parks throughout the city of Richland:

1. There shall be no unauthorized motorized vehicles allowed in the parks.
2. The possession of weapons in the parks is prohibited including, but not limited to, air rifles, paintball guns, bows and arrows, crossbows, swords and pellet guns. This section shall not apply to the open carry of a firearm except where prohibited or to firearms permitted under Chapter 9.41 RCW.
3. There shall be no intentional dumping of personal trash, litter or garbage outside a receptacle provided by the city and/or which is appropriate for that purpose allowed in the parks.
4. There shall be no intentional destruction of vegetation.
5. There shall be no unauthorized burning.
6. There shall be no unauthorized camping per subsection (D) of this section.
7. There shall be no alcoholic beverages consumed in the parks without the appropriate permits.
8. There shall be no littering in the parks.
9. Dogs must be in compliance with existing leash law as set forth in RMC 7.03.050, or in compliance with rules established for designated off-leash dog areas within the city park system.
10. There shall be no sound made by the use of a musical instrument, whistle, sound amplifier, juke box, radio, television, iPod or other similar device so as to be audible greater than 75 feet from the device.

Any person violating any provision of this section, except subsections (B) and (C) of this section, shall be guilty of a gross misdemeanor. The above actions may be allowed under park land leases or special events when permitted at the discretion of the city manager and upon obtaining a permit from the parks and public facilities ~~recreation~~ department no later than two (2) weeks prior to the event.

B. Mooring Watercraft. It is a civil infraction for any person to moor or dock any watercraft at any city float, pier or dock (except for Marina Park docks) for a period in excess of 12 consecutive hours in any five-day period, except as permitted by prior written agreement authorized by the city manager or designee for vessels carrying more than 20 passengers. Violation of this mooring watercraft time limitation shall be ~~deemed~~ a civil infraction and carry a civil penalty of \$250.00. Each day of violation of the provisions of this subsection shall be ~~deemed~~ a separate violation. A notice of infraction may be issued by a police officer based upon the written affidavit of any individual.

C. Marina Park Overnight Moorage. It is lawful for privately owned watercraft to moor at Marina Park transient moorage docks for a period of time not to exceed 10 nights in any 365-day period. "Night" shall be considered any duration of time between 11:00 p.m. and 5:00 a.m. Overnight watercraft moorage in excess of 10 nights in any 365-day period shall be ~~deemed~~ a civil infraction

and carry a penalty of \$250.00. Each day of violation of the provisions of this subsection shall be **deemed** a separate violation. A notice of infraction may be issued by a police officer based upon the written affidavit of any individual.

D. Camping. It is unlawful to camp in any park or in or upon any public land or property of the city except at places set aside for such purpose by the city manager and so designated by signs.

E. Equestrian Use of Park Property. It is lawful for horses to be allowed on the following park properties for equestrian purposes only:

1. South Columbia Point.
2. Chamna Natural Preserve.
3. Amon Creek Natural Preserve including the natural open space set aside in Claybell Park.
4. Trailhead Park.
5. Tapteal Trail (current and future sections).
6. W.E. Johnson Park.
7. Any state or federal lands that permit equestrian use.

F. Speed on shared use pathways. Unless a lower speed is posted, speed on the city's shared use pathways is limited to not more than fifteen (15) miles per hour when one or more other users are present. For purposes of this section, the city's shared use pathways are those identified by list on the city's website.

FG. Rules and Regulations. The city manager is authorized to adopt rules and regulations for the implementation and enforcement of this section.

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

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

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

This space intentionally left blank.

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

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: February 15, 2022
Second Reading: March 1, 2022
Date Published: March 6, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-28, Authorizing an Amendment to a Consultant Agreement with H.W. Lochner, Inc. for the Design of the South George Washington Way Project

Department:
Public Works

Ordinance/Resolution Number:
2022-28

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-28, authorizing the City Manager to sign and execute an amendment to the consultant agreement with H.W. Lochner, Inc. for the design of the South George Washington Way project.

Summary:

The 2022-2027 Capital Improvement Plan and the 2022-2027 Transportation Improvement Program include a project titled the South George Washington Way Intersection Improvements project (the "Project"), which will reduce congestion and improve travel efficiency in the north and south directions through core Richland by upgrading and reconfiguring the intersection of George Washington Way and Columbia Point Drive.

On January 19, 2021, Council authorized a consultant agreement with H.W. Lochner, Inc. for the analysis and preliminary engineering of the intersection improvements. H.W. Lochner, Inc. has completed that analysis and engineering effort, and is ready to advance to the design stage of the project. An amendment to the original agreement is necessary to add the negotiated design scope and fee. Public Works staff have negotiated the proposed scope and fee for the design effort to prepare the selected alternative intersection design, including landscaping and pedestrian features. The landscaping and pedestrian features are planned to offer the Richland Arts Commission an opportunity to add visual character to this key entry feature to the City. Staff believes that the negotiated scope and fee represent good value to the City.

In addition, amendments to the related Washington State Department of Transportation Local Agency Agreement will be required to obligate funds to the design phase of the project.

Staff recommends adoption of Resolution No. 2022-28.

Fiscal Impact:

\$597,119 is currently available in the South George Washington Way Intersection Improvements project fund. The total cost of the proposed contract amendment is estimated at \$638,000. Since this work will extend into 2023 staff proposes to use funds budgeted in 2023 to complete the contract work. If no funds are available in 2023 work under this contract will be suspended to avoid an overrun of available budget.

Attachments:

1. Resolution No. 2022-28
2. Agreement 13-21 Phase 2 - Design Supplement I

RESOLUTION NO. 2022-28

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN AMENDMENT TO THE CONSULTANT
AGREEMENT WITH H.W. LOCHNER, INC. FOR THE SOUTH
GEORGE WASHINGTON WAY INTERSECTION IMPROVEMENTS
PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) and the 2022-2027 Transportation Improvement Program (TIP) include a project titled the South George Washington Way Intersection Improvements project (the “Project”); and

WHEREAS, the Project will reduce congestion and improve travel efficiency in the north and south directions through core Richland by upgrading and reconfiguring the intersection of George Washington Way and Columbia Point Drive to improve safety, capacity, and mobility for both vehicular travel and bicycle and pedestrian travel; and

WHEREAS, on January 19, 2021, through Resolution No. 02-21, Richland City Council authorized a consultant agreement with H.W. Lochner, Inc. for the analysis and preliminary engineering of the intersection improvements; and

WHEREAS, H.W. Lochner, Inc. has completed the analysis and preliminary engineering, and is ready to advance to the design stage of the project; and

WHEREAS, the negotiated scope of work and budget will provide the necessary services at a reasonable price within the City’s available project budget; and

WHEREAS, an amendment to the City’s consultant agreement is needed to add the design scope and fee to the original agreement; and

WHEREAS, an amendment to the Washington State Department of Transportation Local Agency Agreement is also required to obligate funds to the design phase of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute an amendment to the consultant agreement with H.W. Lochner, Inc. for the design of the South George Washington Way Intersection Improvements project, as well as all Washington State Department of Transportation Local Agency Agreement documents necessary to obligate federal funds to the design phase of the 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 March, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number <u>13-21</u>		H.W. Lochner, Inc. 16201 E. Indiana Ave. Ste.2650 Spokane Valley, WA 99216 Phone: <u>(509) 316-9561</u>	
Project Number <u>18179</u>	Execution Date <u>1/22/2021</u>	Completion Date <u>12/31/2023</u>	
Project Title <u>South George Washington Way Interchange Improvements</u>		New Maximum Amount Payable <u>\$832,065</u>	
Description of Work This is a three-phase project to evaluate the S. George Washington Way/Columbia Point Intersection for improvements, select a preferred alternative, complete the design of the preferred alternative, prepare a Plans, Specifications, and Estimate (PS&E) package to be advertised for construction, and assist with the construction administration/management. The contract will be initiated with Phase 1 - Feasibility and Preliminary Engineering, and will be supplemented with Phase 2 - Design and then Phase 3 - Construction Management. This scope builds off previous studies that have been performed at this location.			

The Local Agency of City of Richland

desires to supplement the agreement entered in to with H.W. Lochner, Inc.

and executed on 1/22/2021 and identified as Agreement No. 13-21

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A-1, Phase 2 - Design scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit A-2, Phase 2 - Design fee summary.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Original Agreement	Supplement #1	Total
Direct Salary Cost	\$20,598	\$136,478	\$157,076
Overhead	\$31,986	\$211,937	\$243,923
Fixed Fee	\$6,179	\$40,943	\$47,122
Salary Escalation	\$0	\$9,345	\$9,345
Direct Non-Salary Costs	\$347	\$1,088	\$1,435
Subconsultant Expenses	\$135,595	\$237,569	\$373,164
Total Authorized Amount	\$194,705	\$637,360	\$832,065
Management Reserve	\$0	\$0	\$0
Maximum Amount Payable	\$194,705	\$637,360	\$832,065

Exhibit A-1 Scope of Services

PHASE 2 – Design

City of Richland

South George Washington Way Intersection Improvements

Prepared for:

City of Richland, Washington



Prepared by:

LOCHNER

16201 E. Indiana Ave., Suite 2650
Spokane Valley, WA 99216

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EXHIBIT A – SCOPE OF SERVICES

PHASE 2 – Design

City of Richland

South George Washington Way Intersection Improvements

Federal Aid Number: STP(UL)-9903(023)

Lochner Project Number: 000018179

PROJECT DESCRIPTION

Congestion along George Washington Way, the City's primary north-south oriented arterial street, has been an on-going problem and the City has conducted several recent studies to identify potential solutions for the intersection with Columbia Point Drive/Aaron Drive.

The South George Washington Way Intersection Improvements project has been initiated to complete feasibility studies, engineering design, and provide construction support for improvements to the George Washington Way/Columbia Point Drive/Aaron Drive intersection and associated on- and off-ramps to SR 240 and I-182.

The project will be completed in three phases:

Phase 1 – Feasibility and Preliminary Engineering; Authorized 1/22/2021

Phase 2 – Design; and

Phase 3 – Construction Management

Phase 1 has already been authorized. Some tasks identified in Phase 1 will be on-going and will continue to be worked on. The Phase 2 scope is intended to supplement the Phase 1 scope. The following scope of work is the supplemental work to advance through Phase 2. Phase 3 will be supplemented at a later date and the associated supplemental scope will be developed at that time.

The Phase 2 scope includes the tasks necessary to advance the Preferred Alternative identified in Phase 1 through all phases of design (Plans, Specifications, and Estimate (PS&E)), permitting, bid documents, and assistance during bidding.

GENERAL ASSUMPTIONS

H.W. LOCHNER, INC., along with sub-consultants Transpo Group, PRR, Inc., Anderson Environmental Consulting, Inc., Michael Terrell Landscape Architecture, GeoProfessional Innovation, and Permit Surveying (CONSULTANT) will provide professional services to the City of Richland (CITY) as outlined in the task descriptions below. The following general provisions/assumptions have been made:

- 1 The CONSULTANT will maintain continuous routine communication with the CITY throughout the project.
- 2 The expected duration for this scope of services is twelve (12) months and is premised on a notice-to-proceed date of approximately March 7, 2022.
- 3 This scope of services supplements the Phase 1 scope and generally includes project management, public outreach & involvement, geotechnical evaluation, environmental permitting, roadway design, signal design, pedestrian overcrossing design, landscape design, plan preparation, specifications, cost estimate, bid-ready package, and bid support services meeting WSDOT requirements, as described in detail below. The related budget is based on the LAG Manual Cost plus Fixed Fee Agreement and is an estimate with a “not to exceed” limit. As the project proceeds toward completion, the CONSULTANT may shift budget between tasks and between team members as the delivery schedule and workflow requires.
- 4 Reports and drawings developed under this contract will be provided in electronic (pdf) and/or AutoCAD format.
- 5 Engineering drawings will be prepared using AutoCAD Civil 3d. Files will be converted to the format requested by the CITY at project close-out.
- 6 It is understood and agreed that tasks may be added or deleted from the scope of services by mutual agreement of the CITY and CONSULTANT. Additional fee may be required for additional tasks.
- 7 Original permits, approvals, agreements or other obligations will be forwarded to the CITY in hardcopy and electronic form.
- 8 Federal Funds are included in the project budget for Phase 1 and Phase 2. Federal funds are also likely to be including in Phase 3.

DESIGN STANDARDS

Reports, design documentation, plans and specifications, to the extent feasible, will be developed in accordance with the following, as applicable:

1. Washington State Department of Transportation/American Public Works Association, “Standard Specifications for Road, Bridge, and Municipal Construction”, M41-10, Current Electronic Version.

2. Washington State Department of Transportation, “Standard Plans for Road and Bridge Construction”, M21-01, Current Electronic Version.
3. Washington State Department of Transportation, “Design Manual”, M22-01, Current Electronic Version.
4. FHWA and Washington State Department of Transportation, “Manual on Uniform Traffic Control Devices for Streets and Highways” 2009 or current version,
5. A Policy on Geometric Design of Highways and Streets (AASHTO green book), 7th Edition, 2018.
6. City of Richland Municipal Code
7. City of Richland “Public Works Standards” document – Current Version
8. Applicable provisions of the Americans with Disabilities Act, as amended; and
9. Other applicable local, State and Federal standards as required.
10. City of Richland CADD standards will be used for plan development.

SCOPE OVERVIEW

The goal of this scope of work is to build off the work authorized and completed in Phase 1 – Feasibility and Preliminary Engineering to produce the Plans, Specifications, Estimate and Bid Package for Alternative 1A and advance to Phase 3 - Construction:

PHASE 1 FEASIBILITY AND PRELIMINARY ENGINEERING– Previously Authorized

- Task 1 Project Management - Carried into Phase 2
- Task 2 Public Outreach & Involvement - Carried into Phase 2
- Task 3 Non-Access Feasibility Study
- Task 4 Intersection Control Evaluation
- Task 5 Traffic Modeling and Operational Analysis
- Task 6 Alternative Evaluation & Screening
- Task 7 Modified Access Revision Report
- Task 8 Design Documentation - Carried into Phase 2

PHASE 2 DESIGN – CURRENT PHASE

- Task 9 Surveying
- Task 10 Geotechnical Investigations & Report
- Task 11 Environmental Documentation
- Task 12 Landscaping/Architectural Design

Task 13 Pedestrian Overcrossing Type, Size, and Location

Task 14 Design

Task 15 Ad-ready Bid Package

Task 16 Bid Assistance

PHASE 3 CONSTRUCTION – (FUTURE PHASE)

Task 18 Construction Administration and Inspection

TASK 1: Project Management (Updated for Phase 2)

1.1 Team Management

The CONSULTANT will be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include completion of professional services in a timely manner and within the Agreement budget. The CONSULTANT will be responsible for:

- Strategic management and reporting.
- Developing and maintaining a Project Management Plan (PMP) consisting of:
 - Project Description & Objectives
 - Scope
 - Contract & Budget
 - Schedule
 - Organizational Chart
 - List of Contacts
 - QC/QA Plan
- Conducting regular meetings with internal staff and subconsultants.
- Making assignments to project staff and subconsultants.

For the purposes of budgeting, the anticipated duration of Phase 2 will be approximately twelve (12) months beginning March 2022 and ending March 2023. The CONSULTANT will also be responsible for coordinating the activities of the subconsultants as necessary to complete the elements of the Agreement. This coordination will include preparing subconsultant agreements, obtaining monthly progress reports and invoices, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the Management Team. The CONSULTANT's Project Manager will be the contact for questions and requests from the CITY's Project Manager. Discussions, correspondence, or work requested of the CONSULTANT, that impact the scope of work, budget, or products will be directed in writing to the CITY's Project Manager.

Assumptions:

- The Project Schedule for Phase 2 will be prepared using Microsoft Project. The schedule will be provided within two weeks of notice-to-proceed. The schedule will be updated as changes occur, but no more than monthly.

Deliverables:

- Phase 2 Project Schedule.

1.3 Agency Coordination

The CONSULTANT will maintain regular contact and coordination with the CITY Project Manager in accordance with the provisions of the Agreement. The CONSULTANT Project Manager will be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through informal office visits (when allowed), telephone conversations, e-mails, and correspondence.
- Maintaining open access to project information by the CITY.
- The CITY's Project Manager may contact team members as needed during each phase of the project with a summary of discussions sent to the CONSULTANT Project Manager.

In addition, the CONSULTANT will provide support to CITY staff in preparation of briefings with the City Council. The CONSULTANT's support will include providing interim reports on the outreach process and any key takeaways learned to date.

Assumptions:

- Project meetings with the CITY Project Manager are anticipated to occur on a monthly basis using a virtual platform. The CONSULTANT Project Manager and other CONSULTANT staff, if necessary, will attend the meetings to provide technical expertise.
- CITY staff will provide timely and coordinated review of draft strategies and materials to streamline production and team efficiency.
- .
- CONSULTANT will assist CITY staff in the preparation for City Council workshops and meetings. The CONSULTANT will assist CITY staff, and my lead technical discussions with City Council.
- One (1) CITY council meetings/presentations is assumed and will be attended by up to two (2) CONSULTANT staff.

Deliverables:

- Meeting Agendas and Meeting Summaries (1 electronic copy)
- Other meeting materials will include work products that convey the current level of progress.

1.4 Project Reports and Invoicing

The CONSULTANT will provide a monthly status/progress report with invoices every four weeks, itemized by task and subtask, to the City that will describe work performed by the CONSULTANT team members during the current reporting period. The progress reports will be prepared in a format approved by the City Project Manager.

Assumptions:

- A general summary of activities performed by the CONSULTANT team including meetings held during the reporting period;
- Listing of activities by work element performed by the CONSULTANT team during the reporting period;
- A listing of problems/issues encountered during the reporting period and their resolution; and
- A listing of activities to be accomplished during the next reporting period.

Deliverables:

- Monthly Status/Progress Reports and Monthly Invoices.

1.5 Quality Control Quality Assurance

The CONSULTANT will provide quality assurance and quality control (QA/QC) throughout the life of the Agreement to provide appropriate administration, accounting, budget monitoring, scheduling, communications, and planning and engineering procedures leading to the final product.

Assumptions:

- QA/QC reviews of documents and drawings will be maintained as part of the project files

TASK 2: Public Outreach & Involvement

The CONSULTANT will continue the public outreach effort and coordinate with the CITY regarding outreach efforts. It is anticipated that additional outreach will be needed regarding artwork and landscaping primarily involving the Arts Commission.

TASK 9: Surveying (Permit Surveying)

The CONSULTANT will collect survey data for the project area along with parcel and right-of-way information to produce a survey basemap and surface meeting City of Richland criteria and right-of-way plans meeting WSDOT Local Agency Guidelines criteria. Legal Descriptions and exhibits will be prepared for all proposed property right acquisitions.

Assumptions:

- CITY will provide rights of entry for private properties where required.
- CITY will perform all property rights acquisition under separate contract.

- The CITY and WSDOT will review and comment on right-of-way plans and legal descriptions.
- Eight (8) parcels will require legal descriptions and exhibits.
- Title Reports will be provided by CITY.
- Survey will be provided in AutoCAD format meeting City of Richland requirements.

Deliverables:

- Survey basemap in AutoCAD format.
- Existing ground surface model.
- List of Control Points utilizing CITY control requirements.
- Draft and Final Right-of-Way plans (PLS Stamped/Signed)
- Legal Descriptions & Exhibits of property right acquisitions (PLS Stamped/Signed)

TASK 10: Geotechnical Investigations & Report (GeoProfessional Innovation - GPI)

The CONSULTANT will conduct a geotechnical investigation of the project area and prepare a report summarizing the findings and recommendations. Investigation will include, but not be limited to, recommendations for pedestrian overcrossing foundation design, retaining wall design, stormwater design, and pavement design. The following assumptions and tasks are associated with this effort by GPI:

- Review project data and attend up to two (2) concept meetings as necessary to evaluate right-of-way conditions and drill access constraints; coordinate exploration locations with design team, City, and potentially WSDOT such that property access, traffic control requirements, and exploration timing is properly facilitated.
- Coordinate subsurface exploration with the Washington State Utility Notification Center, the City, and design team to help reduce the potential for damage to subsurface utilities during exploration.
- GPI will retain a private utility locator to help identify subsurface utilities within 30 feet of proposed boring locations prior to exploration. The private and public utility location services do not guarantee that all utilities will be encountered. Rather, it is an additional effort to help avoid utilities that could be impacted in boring locations.
- Coordinate and subcontract traffic control services as required. Exploration locations will be selected to minimize the need for traffic control.
- Explore the subsurface soil conditions via 8 to 10 borings. Most borings within the roadway will extend 5 to 10 feet with standard penetration test (SPT) sampling at 2.5- to 5-foot intervals. Borings at signal pole bases and for the pedestrian overcrossing foundations, will extend 15 to 30 feet below the ground surface or to refusal on bedrock, debris, dense gravel, heaving sand, or other obstruction. If refusal is encountered shallower than 30 feet, coring will NOT be performed to penetrate refusal material.

- GPI staff will observe exploration and visually classify and describe the soil encountered in reference to the *Unified Soil Classification System* (USCS). GPI staff will collect samples at various depths and locations for testing. Asphalt section thickness, depth to groundwater, and bedrock will be recorded if encountered. Borings placed within existing pavement will be loosely backfilled upon completion, plugged with bentonite, and patched with cold-mix asphalt or grout.
- Perform one (1) field infiltration test in a boring to evaluate soil infiltration characteristics at approximately 5 feet below existing grade in a proposed infiltration area, if infiltration will be required. The test will reference the Boring Method outlined in Appendix 6B.3 of the *Washington State Department of Ecology Stormwater Manual for Eastern Washington*.
- Perform laboratory testing referencing ASTM International (ASTM) laboratory testing procedures. Tests may include, but are not limited to: natural moisture content, in-place density, grain-size distribution, organic content & cation exchange capacity, pH, sulfate content, resistivity, modified proctor density, shear strength (if applicable), consolidation potential (if applicable).

Test results will be used to correlate soil design parameters such as compressibility, shear strength, and resilient modulus. Specific resilient modulus testing for subgrade materials is not included.

- Perform geotechnical analysis and evaluation and prepare a report documenting work performed and design recommendations for earthwork, pedestrian overcrossing foundations (conventional spread footings), abutment and wall design, HMA pavement section, site drainage, and geotechnical design continuity.

Assumptions:

- CITY will provide rights of entry for private properties where needed.
- Proximity to underground utilities will require the use of vacuum truck at some locations to remove enough material to confirm there will be no conflicts.
- CITY will provide vacuum truck where required.

Deliverables:

- Draft and Final Geotechnical Report

TASK 11: Environmental Documentation (Anderson Environmental Consulting- AEC)

Environmental documentation and permitting will be prepared in accordance with National Environmental Policy Act (NEPA) and WSDOT LAG Manual requirements. Environmental documentation will be completed using the WSDOT NEPA Categorical Exclusion (CE) Documentation Form 140-100. The following assumptions and tasks are associated with this effort by AEC:

Assumptions:

- The design will be in accordance with WSDOT Design Standards, the Highway Runoff Manual and the WSDOT Local Agency Guidelines (LAG). Waste sites, materials source sites, stormwater treatment and other design features will be identified at the time of the CE.
- This scope is based on an 12-month duration for estimating purposes, with an expected NTP in March 2022 and design and close-out completion in March 2023.
- The environmental documentation level is assumed to be a Categorical Exclusion (CE); however, this assumption is not meant to imply that the final document will be as pre-determined. If the National Environmental Policy Act (NEPA) process determines that a document other than that identified is appropriate, changes to the scope of work and/or scope of work tasks will be identified and negotiated to accomplish the final required environmental documentation level.
- No additional alternatives analysis will be required.
- The WSDOT LAG Manual and instructions for the CE and applicable updates will be used. Based on past experience, it is expected that the CE form and/or instructions may be updated at least once per year requiring a new form to be completed.
- Technical Reports. There are no other additional studies or reports that are not already described in this scope of work. There will be no Noise Analysis, 6f, Phase 1 environmental Site Assessment, Wetland Delineation Report, Biological Assessment, air quality analysis, mitigation plans, or visual quality analysis or other reports not specifically included in this scope of work.
- The draft reports will be submitted to the City of Richland, WSDOT Local Programs and HQ for review. Comments will be addressed, and the revised report will be resubmitted for review and concurrence. There will be no more than three sets of revisions to the technical reports. All submittals will be electronic.
- General. Design plan sheets, right-of-way needs, and design plan data including traffic counts, existing and proposed horizontal and vertical topography if applicable, will be supplied by the design team.

11.1 Project Management and Administration

Perform general administrative duties, project meetings, agency coordination, invoicing, and reporting. This includes regular team coordination meetings with design team. The following tasks are included:

- **General Administration:** Setting up contract in accounting system, filing, correspondence, and schedule of environmental tasks.
- **Project Meetings:** AEC will participate in up to twelve (12) monthly status meetings. Each meeting is estimated to be one (1) hour duration and will be attended virtually.
- **Agency Coordination:** AEC will participate in up to two (2) agency meetings during the duration of the project.
 - NEPA Kickoff meeting with City, WSDOT, and FHWA staff.
 - Second meeting will be with other agencies not yet defined.
 - AEC will schedule and prepare agendas, minutes, and meeting materials for each meeting. Meetings are assumed to be up to two (2) hours and will be virtual.
- **Invoicing and Reporting:** AEC will prepare monthly invoices and progress reports including online DBE compliance reporting.

11.2 NEPA Documentation and Supplemental Information

Prepare NEPA Documentation meeting FHWA and WSDOT LAG Manual requirements. The following tasks are included:

- **Site Visits:** One AEC staff will conduct up to two (2) site visits to collect resource data, take photos and inventory resources for the CE documentation.
- **Maps:** AEC will prepare a vicinity map (covered in task 3.3), and a Project Site Map showing general project activities and locations of key environmental resources.
- **Area of Potential Effect (APE) and Project Review Package:** AEC will prepare the APE package per the LAG manual which will be used to determine the scope of the Section 106 Evaluation and for Tribal Consultation. This will include a project description, APE map, project location, photos of the APE, review of WSDOT Section 106 Programmatic Agreement, defined areas of disturbance, and up to 2 maps. The information will be used by WSDOT for consultation with tribes and DAHP and to help determine the scope of the cultural survey. The APE package will be sent to the City of Richland then forwarded to WSDOT Local Programs who will forward it to WSDOT HQ for review. The memo/supplemental information will be reviewed by City of Richland, WSDOT Local Programs and HQ. AEC will address up to 3 sets of comments.
- **CE Form:** AEC will work the with design team to define the project activities and potential environmental impacts including stormwater, impervious surface calculations, temporary and permanent right of way, construction staging and other design details needed for the CE. AEC will:

- Review available agency databases, documents, maps and studies for information regarding floodplains, WDFW priority habitats, air quality, water quality, airports, State Transportation Implementation Plan and other information as needed to complete the CE.
- Request IpAC Report and review project for impacts to Federally listed species and Critical Habitats. Based on preliminary information, there are no known occurrences of bull trout or other listed fish species and it is assumed that a Biological Assessment will not be required. A No Effect Determination will be made in the CE.
- CE Form-Complete a CE form that will involve reviewing the project and ensuring all components of the project are adequately considered. This will follow the WSDOT LAG Manual CE Guidance.
- The CE and memo/supplemental information will be reviewed by Richland, WSDOT Local Programs and HQ. AEC will address up to 3 sets of comments.
- **Hazardous Materials Memo:** AEC will prepare a right sized Hazardous Materials Memo that will provide the results of a database search of the Washington State Department of Ecology (Ecology), Environmental Protection Agency (EPA) and other databases to identify listed hazardous material sites within a 1/2 mile of the project locations. A windshield survey will be completed to verify sites and identify unlisted hazardous materials. The memo will also identify any other sites with potentially hazardous materials and will assess risks associated with the proposed project. A map and table of the listed and potential hazardous sites will be provided. Suggested measures will also be incorporated into the memo. This will be submitted with the CE Package for review. AEC will address up to 2 sets of comments.
- **4(f) De minimis Documentation:** AEC will evaluate impacts on park and recreation lands, wildlife and waterfowl refuges in compliance with Section 4 (f) of the Department of Transportation Act of 1966. Potential Section 4(f) resources include: Abbot Shelterbelt; Columbia Point Golf Course; potential cultural resources eligible or listed on the National Register of Historic Places (NRHP). Since the Cultural Resource Survey has not yet been completed, and it is not known if historic buildings or properties will be impacted, if a 4(f) Evaluation of these structures are needed for historic sites, it will be covered under a supplemental agreement.
 - The Section 4(f) evaluation is anticipated to result in a De minimis finding which will require coordination with the City Parks Department, golf course and City Council to determine the significance of the impacts and discuss any potential mitigation.
 - AEC will prepare a Section 4(f) De minimis Memo which will describe the project, show the 4(f) resource boundaries, and display potential project impacts.

- AEC will also work with the City and design team to ensure that the public notice requirements for Section 4(f) De minimis impacts are met by making the display of impacts available for public meetings and/or City Council meetings.
 - Impacts to publicly owned parks will be described and illustrated and presented to the agency with jurisdiction in a City Council Meeting.
 - AEC will draft a letter for the agency that can be used as a sample letter to meet Section 4(f) requirements as per the WSDOT LAG manual.
 - The memo/supplemental information will be reviewed by Richland, WSDOT Local Programs and HQ. AEC will address up to 3 sets of comments.
- **Wetland Determination Memo:** Washington Department of Natural Resources Hydro maps and USFWS NWI maps show several wetlands/water features in the golf course in the southeast corner of the study area, but it is unlikely that the project would impact them. There is potential for encroachment on wetland buffers. AEC will survey the project area, review National Wetland Inventory maps, record vegetation, hydrology using methodology in the US Army Corps Wetland Delineation Manual and Arid West Regional Supplement. If wetland vegetation and/or hydrology is observed, a soil sample will be examined, and data points will be recorded and mapped. A Wetland Determination Memo will be prepared documenting methodology and findings. The memo is expected to include one wetland map showing any wetland boundaries identified and up to 2 data points. It is expected that a full wetland delineation report and wetland rating will not be required because the encroachment into the golf course is expected to be minimal as wetland hydrology was not visible in this area during the environmental scan. If buffers are impacted, they will be covered under permitting.

The memo/supplemental information will be reviewed by Richland, WSDOT Local Programs and HQ. AEC will address up to 2 sets of comments.

- **Socioeconomic/EJ Memo:** Based on a previous review of demographic data, there are minority and low-income populations in the project area.
 - AEC will compile information from databases including US Census data, American Community Survey, and contact alternate sources such as schools to refine and provide additional detail as possible, about the low income and minority populations and important community resources for these populations.
 - AEC will describe potential impacts to the populations and generally describe potential socio-economic impacts to meet CE and Environmental Justice (EJ) requirements.
 - This will be presented in a memo format and will include the Socio-economic form with supplemental data per WSDOT LAG Manual guidance.

- The memo/supplemental information will be reviewed by Richland, WSDOT Local Programs and HQ and the USACE. AEC will address up to 3 sets of comments

Assumptions:

- The project is federally funded by FHWA but will be approved by WSDOT Highways and Local Programs.
- Based on preliminary information, it is assumed that a Categorical Exclusion (CE) with documentation is the appropriate level under NEPA.
- The project description will not change substantially prior to preparation of the CE, permits and technical reports.
- The design team will provide the limits of soil disturbance including stormwater, utilities, and other soil disturbing conditions. Any right-of-way needs will also be provided by the design team.
- There will be no cultural clearance needed for geotechnical investigations.
- No other studies, technical reports or supplemental information is needed that is not already described in this scope of work.
- Review comments will be received from the City of Richland, WSDOT Local Programs, and WSDOT Highways and Local Programs (HQ).
- There will be no individual or programmatic Section 4(f) Evaluations required.
- All submittals will be electronic.
- AEC will conduct a QA/QC review.

Deliverables:

- Three (3) Drafts and one (1) Final CE (electronic)
- Two (2) Drafts and one (1) Final APE Package (electronic)
- Two (2) Drafts and one (1) Final Hazardous Materials Memo (electronic)
- Three (3) Drafts and one (1) Final Section 4(f) De minimis Documentation (electronic)
- Two (2) Drafts and one (1) Final Wetland Determination Memo (electronic)
- Three (3) Drafts and one (1) Final Socio-economic/EJ Memo (electronic)

11.3 Cultural Resource Survey

Based on information from the Washington State Department of Archaeology and Historic Preservation (DAHP), there are known archaeological sites and districts of cultural and historical significance in the vicinity of the Project. Additionally, many of the houses along George Washington Way were constructed in the 1940s and must be evaluated for eligibility for the National Register of Historic Places (NRHP). There is a potential irrigation feature in the Abbott Shelterbelt that would also need to be evaluated for NRHP eligibility. The following tasks are included:

- Conduct Background Research and perform one mile radius search using the DAHP WISAARD database. Background research includes collecting information about the Project's environmental, historical, and cultural setting necessary for conducting informed fieldwork and writing the associated report. Research may include the use of archival records including historic photographs and maps while repositories may include the Spokane Public Library's Northwest Room, Washington State Archives, and local historical societies and libraries.
- Conduct fieldwork. Includes photographing all elevations and obliques of each built environment resource and taking detailed field notes. One day of field work will be required for the architectural history component of the project and another day for the archaeology. To identify any archaeological resources within the project APE, intensive pedestrian survey will be conducted following DAHP Guidelines. If warranted, subsurface shovel testing will be used to examine the potential for presence of cultural material in high probability areas. Sites will be fully documented to provide data on location, dimensions, content age, context and integrity for an assessment of National Register eligibility and documented on the appropriate forms.
- Prepare site recordation documentation and prepare a Cultural Resources Survey Report (CRSR). It is anticipated 12 Historic Property Inventory (HPI) forms will be required that includes an architectural description, a brief historic context, and addresses the subject property's eligibility, including an assessment of its integrity as defined in NRHP Bulletin #15; How to Apply the National Register Criteria for Eligibility. It is anticipated that one Archaeological Site Inventory (ASI) form will be required that includes a site description, historic context, and addressing site eligibility and integrity.

The HPI and ASI forms will be uploaded electronically into the DAHP WISAARD database.

- Prepare CRSR to meet the requirements of Section 106 of the NHPA. This will include discussions of field methods, results, maps showing surveyed areas, inventory forms, and preliminary recommendations of NRHP eligibility. This report will provide recommendations of NRHP eligibility of each resource and assess effects of project actions on historic properties. The report will be prepared and submitted to WSDOT, DAHP, and Tribes for review and concurrence.

- Reviews and Revisions. Address comments from City of Richland, WSDOT, DAHP and Tribes as necessary.

Assumptions:

- No more than six (6) shovel tests will be required and no more than one (1) archaeological resource will be recorded.
- No more than twelve (12) HPI forms will be prepared.
- There will be no sites eligible for or listed on the National Register of Historic Places (NRHP) that would be adversely affected. If a Memorandum of Agreement, determination of adverse effect or individual or programmatic 4(f) are required, a supplemental contract will be needed.
- Preliminary plans, project description, and impact calculations will be provided by others.
- There will be no cultural clearance needed for geotechnical investigations.

Deliverables:

- Two (2) drafts and one (1) final CRSR (Electronic)

11.4 SEPA Checklist

Prepare State Environmental Policy Act (SEPA) checklist and Critical Areas memo for the project. The following tasks are included:

- Prepare two (2) drafts and one (1) final SEPA checklist. AEC will distribute these for final signatures and reviews. Any advertisement or public noticing will be the responsibility of the City. AEC will address up to three (3) sets of comments on the SEPA checklist.
- AEC will prepare a critical areas memo to be used in consultation with the City. AEC will prepare documentation showing estimated wetland buffers or other critical areas that may encroach on the project area. It will discuss the buffer location, potential impacts and the disturbed nature of the buffer. It is anticipated that a full critical areas report will not be required.

Assumptions:

- Permit fees, advertising, public noticing and other administrative duties related to permitting are not included in this scope of work.
- Existing figures will be used.
- There will be no Shoreline Substantial Development Permit or Shoreline Conditional Use permit, 404, 401, HPA. Critical Areas or other permits required because the project is already in a highly developed area.
- An NPDES NOI and an Erosion Control Plan will be completed by others

Deliverables:

- Two (2) Drafts and one (1) Final SEPA checklist (Electronic)

- Two (2) Drafts and one (1) Final Critical Areas Memo

TASK 12: Landscaping/Architectural Design (MTLA)

The CONSULTANT will provide landscape and architectural concept and design services in coordination with the design team, City staff, Arts Commission, and WSDOT. Areas will include the pedestrian overcrossing and approaches, roadside elements, and potential area within the existing George Washington Way Interchange with I-182, and median and roadside areas along George Washington Way between Comstock Street and Columbia Point Drive. The following work elements have been identified.

12.1 Concept Development

The CONSULTANT will provide support for the following tasks as required:

- Graphic support for landscape and gateway alternatives.
- Streetscape, landscape and gateway concepts in support of alternatives analysis, including location for new entry sign meeting Visit Tri-Cities design criteria.
- Collaborate with City staff, design team, and Arts Commission to identify gateway themes.
- Landscape concepts for areas associated with the George Washington Way Interchange area.

Assumptions:

- Up to three (3) concepts will be prepared for landscape areas. Concepts to include illustration of range of landscape and art options as well as an evaluation of relative levels of required maintenance.
- Concept design of the landscape and art opportunity locations associated with improvements to the George Washington Way gateway and pedestrian overcrossing.
- Meet with City staff to determine maintenance strategies, landscape goals, and irrigation standards.
- Meet with City Arts Commission to assess art goals, develop and refine alternative design concepts, and identify preferred concepts.
- Attend up to three (3) design team meetings.

12.2 Stakeholder Engagement, Gateway Themes and Art Integration

CONSULTANT will coordinate with the design team, city staff and the Arts Committee to identify opportunities for incorporating art, architectural features and/or designs into the pedestrian bridge, wall structures and landscape areas. Tasks include:

- Preliminary design of the landscape and art opportunity locations associated with improvements to the George Washington Way gateway and pedestrian overpass improvements.

- Arts Commission Coordination. Meet with the City's Arts Commission to identify gateway theme, specific opportunities and process to integrate art into the preferred concept. Those opportunities might include:
 - Architectural features including railing designs.
 - Concrete designs in walls.
 - Installation of art/sculpture within landscape areas. Specific art design and selection process to be led by the Arts Commission.
- Concept design of the landscape and art opportunity locations associated with improvements to the George Washington Way gateway and pedestrian overpass improvements.
- Develop architectural and art location concepts for review and discussion with the committee and presentation to the public.
 - Concepts to be graphically represented through perspectives, sections, elevations or other means to convey the concept.
 - Prepare concept, placeholders for art installations in order for Arts Commission to have a sense of the scale and configuration of art opportunity sites.
 - Coordinate with electrical design for future lighting of art locations.

Assumptions:

- Attend up to two (2) committee meetings.
- Attend up to two (2) design coordination meetings.

12.3 Design and Plan Preparation

CONSULTANT will meet with design team, City staff and WSDOT staff as required to discuss existing site conditions, schedule, preferred concept and landscape strategies for the landscape areas around the existing interchange, pedestrian overcrossing, and proposed median landscape and roadside areas on George Washington Way between Comstock Street and Columbia Point Drive. Tasks include:

- 30% Design: Prepare preliminary landscaping and irrigation designs and layouts.
 - Meet with City staff to discuss plant palette and City standards. Review roadside landscape areas, irrigation service and controller location(s).
 - Coordinate with civil design team for irrigation point of connection and power for irrigation controller(s).
 - Provide 30% Plans and Opinion of Probable Costs.
- 60% Design: Prepare 60% landscaping and irrigation designs, details, and notes.

- Incorporate comments from 30% design review and further develop designs and details for landscape areas.
 - Provide 60% Plans and Opinion of Probable Costs for review and comment.
 - Provide list of proposed contract specifications.
- 90% Design: Prepare 90% landscaping and irrigation designs, details, and notes.
 - Incorporate comments from 60% design review and further develop designs.
 - Provide 90% Plans, Specifications, and Opinion of Probable Costs.
- Final Design: Prepare final landscaping and irrigation designs, details, and notes.
 - Incorporate comments from 90% design review and finalize designs and details for landscape areas.
 - Provide Final Design package of Plans, Specifications, and Opinion of Probable Costs.
- PS&E Package: Prepare final stamped/signed Plans, Specifications, and Estimate (PS&E) for bid.
 - Incorporate comments from Final Design review and provide stamped and signed landscaping and irrigation plans, specifications, and estimate package for incorporation into the project bid package.

Assumptions:

- Attend up to eight (8) design team meetings.

TASK 13: Pedestrian Overcrossing Type, Size, and Location

The CONSULTANT will evaluate and provide the design and estimates for a pedestrian overcrossing of George Washington Way south of the Columbia Point Drive/Aaron Drive intersection. The proposed location will be within WSDOT Limited Access Control and right-of-way, or will span it. It is anticipated that retaining walls, or support structures will be required to provide ADA accessibility to the structure.

13.1 Type, Size, and Location (TS&L) Study

The CONSULTANT will prepare a Type, Size, and Location (TS&L) report for the proposed pedestrian overcrossing structure over George Washington Way. The TS&L will include up to three different alternative structure designs and will be done in accordance with the WSDOT Design Manual and Bridge Design Manual. The report will provide justification for the selection of a single, preferred alternative to be carried into design.

Assumptions:

- Up to three (3) bridge alternatives will be reviewed.
- Alternatives will include both proprietary engineered structures and traditional structure types.

- TS&L alternatives will be introduced to the Arts Commission in coordination with the landscaping and architectural design elements.
- One (1) TS&L document will be produced.

Deliverables:

- Draft and Final TS&L Report (electronic)

TASK 14: Design

14.1 30% Design

The CONSULTANT will prepare the preliminary design for the project including roadway alignments and profiles, pedestrian facilities, traffic signal, roadway illumination, and modifications to the WSDOT WB I-182 and SR 240 off-ramps. The pedestrian overcrossing and associated ADA accesses and retaining walls will only be prepared to approximately 30% to coordinate with the roadway design only. Plan sheets will be prepared in accordance with City of Richland standards and WSDOT Plans Preparation Manual where appropriate. The 30% design submittal is anticipated to include the following plan sheets:

- Cover Sheet
- Summary of Quantities
- Roadway Sections
- Roadway Plan/Profiles
- Existing Utilities
- Storm Drainage
- Retaining Wall Plans
- Traffic Signal Notes
- Traffic Signal Plan at 1" = 20'
- Roadway Illumination Notes
- Roadway Illumination Plan at 1" = 20'
- Signing/Striping Plans
- Bridge Plans for information only

Assumptions:

- Internal QA/QC is included.
- Plan sheets will be 11 x 17.
- Plan sheets will contain linework and minimal dimensions.
- Call-outs and details are not included.
- Roadway illumination will be required where existing system is impacted by roadway widening along George Washington Way and I-182 ramps, inclusive of intersection areas (anticipated to be approximately 2,500 LF of centerline roadway at the time of scoping).
- Traffic signal interconnect is anticipated to include conduit pathway and vaults, as needed, in the immediate vicinity of the traffic signal.
- Design of fiber optic interconnect is not anticipated at the time of scoping.

- City and WSDOT reviews will be concurrent.
- Two (2) weeks will be allocated for City and WSDOT review.
- One set of review comments will be provided by the City and WSDOT.
- A virtual 30% plan review meeting will be held to go through plan comments.
- Submittal package will be in electronic PDF format.

Deliverables:

- Preliminary concept traffic signal design figure (PDF)
- 30% Plan Sheets (PDF)
- 30% Opinion of Probable Construction Costs (Excel and PDF)

14.2 60% Design

The CONSULTANT will incorporate 30% Design review comments and further the preparation of the contract plan sheets. The Opinion of Probable Construction Costs will be updated and a specification run-list will be prepared.

The 60% Design submittal is anticipated to include the following plan sheets:

- Cover Sheet
- Summary of Quantities
- Roadway Sections
- Roadway Plan/Profiles
- ADA Ramp Plan and Details
- TESC Plans
- Existing Utilities
- Storm Drainage Plan and Details
- Retaining Wall Plans
- Traffic Signal Plan Notes and Details
- Traffic Signal Plan
- Traffic Signal Wiring Diagram
- Traffic Signal Pole Chart
- Roadway Illumination Notes and Details
- Roadway Illumination Plans at 1" = 20'
- Signing/Striping Plans
- Traffic Control Plans

Assumptions:

- Internal QA/QC is included.
- Plan sheets will be 11 x 17.
- Plan sheets will contain linework, dimensions, and minimal call-outs.
- Pedestrian overcrossing and associated ADA access and retaining wall design is NOT included.
- City and WSDOT reviews will be concurrent.
- Four (4) weeks will be allocated for City and WSDOT review.
- One set of review comments will be provided by the City and WSDOT.
- A virtual 60% plan review meeting will be held to go through plan comments.

- Submittal package will be in electronic PDF format.

Deliverables:

- 60% Plan Sheets (PDF)
- 60% Opinion of Probable Construction Costs (Excel and PDF)
- Specification run-list

14.3 90% Design

The CONSULTANT will incorporate the 60% Design review comments and progress the plans and supporting documentation to the 90% level. In addition to the plans and estimate, the CONSULTANT will prepare special provisions and compile the contract specifications in accordance with the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and the latest City standards.

Assumptions:

- Internal QA/QC is included.
- Plan sheets will be 11 x 17.
- Plan sheets will contain linework, dimensions, call-outs, and labeling.
- Pedestrian overcrossing and associated ADA access and retaining wall design is NOT included.
- City and WSDOT reviews will be concurrent.
- Two (2) weeks will be allocated for City and WSDOT review.
- One set of review comments will be provided by the City and WSDOT.
- A virtual 90% plan review meeting will be held to go through plan comments.

Deliverables:

- 90% Plan Sheets (PDF)
- 90% Opinion of Probable Construction Costs (Excel and PDF)
- Draft Contract Provisions (Word and PDF)

14.4 Final 100% Design

The CONSULTANT will incorporate the 90% Design review comments and progress the plans, project specifications, opinion of probable construction cost, and supporting documentation to the 100% level.

Assumptions:

- **The purpose of the Final 100% submittal is to confirm the Consultant has addressed all of the City's prior comments.**
- No new design comments are anticipated within the Final 100% submittal.

Deliverables:

- Final 100% Plan Sheets (PDF)
- Final 100% Contract Specifications (Word and PDF)
- Final 100% complete supporting calculations (PDF)
- Opinion of probable construction costs (Excel and PDF)

Task 15: Ad-ready Bid Package

The CONSULTANT will incorporate any additional comments from the Final 100% Design and prepare Ad-ready stamped and signed plans, project specifications, and Engineer's Estimate for the City to advertise and solicit bids for project construction. The Consultant will incorporate comments and feedback from previous submittals to the City.

Assumptions

- Final PS&E package will be stamped and signed by the appropriate Engineers.
- Submittal package will be in electronic format (Word, Excel, PDF, and AutoCAD Civil 3D 2021).

Deliverables

- Ad-ready PS&E Package

Task 16: Bid Assistance

The CONSULTANT will provide assistance during the bidding process as follows:

- Preparation of responses to bidder's questions, coordinating with designers and the CITY.
- The CONSULTANT will prepare addenda as required, for budgeting purposes, up to two (2) addenda are assumed.
- The CONSULTANT will attend the bid opening to assist the City in the bid opening process.

Exhibit A-2 Fee Summary

South George Washington Way Interchange Improvements - Phase 2 Design City of Richland H. W. Lochner, Inc.

Classification	Direct Rate	Total Hours	Total Labor
Project Principal/Principal Engineer	\$ 113.03	-	\$ -
Sr. Project Manager/Project Engineer	\$ 83.35	431	\$ 35,923.85
Project Manager/Project Engineer	\$ 76.86	120	\$ 9,223.20
Sr. Structural Engineer	\$ 77.21	72	\$ 5,559.12
Structural Engineer	\$ 48.00	160	\$ 7,680.00
Structural Engineer	\$ 48.00	120	\$ 5,760.00
Structural Engineer	\$ 45.00	144	\$ 6,480.00
Structural Engineer, Entry	\$ 30.00	16	\$ 480.00
Civil Engineer/Designer	\$ 50.73	892	\$ 45,251.16
Sr. Civil Engineer/Designer	\$ 62.27	48	\$ 2,988.96
Jr. Civil Engineer/Designer	\$ 38.47	368	\$ 14,156.96
Jr. Civil Engineer/Designer	\$ 32.46	80	\$ 2,596.80
Contract Support Specialist	\$ 31.50	12	\$ 378.00
Subtotal Lochner Direct Labor:		2,463	\$ 136,478
Overhead @ 155.29% of Direct Labor			\$ 211,937
Fixed Fee @ 30% of Direct Labor			\$ 40,943
3% Annual Salary Escalation @ 80% (Beginning in May 2022):			\$ 9,345
Total Lochner Labor Cost			\$ 398,703
Lochner Direct Expenses:		Cost	
Mileage		\$ 1,088.10	
Travel		\$ -	
Graphics/Reproduction		\$ -	
Postage/Shipping		\$ -	
Other Expenses		\$ -	
Total Lochner Direct Expenses:		\$	1,088
Firm Total: H.W. Lochner, Inc.		\$	399,791
Subconsultant Estimates:		Discipline	Cost
Transpo Group	Traffic	\$ 51,116	
PRR, Inc.	Public Involvement	\$ -	
Anderson Environmental Consulting, LLC	Environmental	\$ 52,374	
Permit Surveying	Surveying	\$ 50,000	
GeoProfessional Innovation	Geotechnical	\$ 59,395	
Michael Terrell Landscape Architects	Landscape Architecture	\$ 24,683	
Total Subconsultants:		\$	237,569
Subtotal Fee Estimate		\$	637,360
Management Reserve		\$	-
TOTAL FEE ESTIMATE		\$	637,360



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-29, Authorizing Submittal of a Washington Hazard Mitigation Grant Program Application for the Water Facilities Energy Resiliency Improvements Project

Department:

Public Works

Ordinance/Resolution Number:

2022-29

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-29, authorizing the submittal of a Washington Hazard Mitigation Grant Program application in support of Water Facilities Energy Resiliency Improvement efforts.

Summary:

The 2022-2027 Capital Improvement Plan (CIP) includes a fully-funded project titled Water Facilities Energy Resiliency Improvements (the "Project"). The majority of Richland's drinking water supply is provided by three facilities drawing water from the Columbia River. The Project is intended to install standby generators at the three critical water facilities to enable continued water treatment and delivery during a large-scale power outage.

The Washington State Emergency Management Division has issued a Call for Projects for its Unified Hazard Mitigation Grant Program, under which Richland's project is eligible for funding. The City's best interests are served by applying for this funding since funds awarded would reduce the burden on the City's Water Fund to complete the project.

Staff recommends adoption of Resolution No. 2022-29.

Fiscal Impact:

The Project is identified in the 2022 Capital Improvement Plan with a progressive 3-year plan costing \$4,300,000 using the City's Water Fund dollars. A successful grant application will reduce the need for the City's Water Fund dollars by \$2,000,000.

Attachments:

- I. Resolution No. 2022-29

RESOLUTION NO. 2022-29

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION
FOR PURCHASE OF EMERGENCY ELECTRIC GENERATORS
FOR KEY WATER SUPPLY FACILITIES.**

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) includes a fully-funded project titled Water Facilities Energy Resiliency Improvements (the “Project”); and

WHEREAS, the major portion of Richland’s drinking water supply is provided by three facilities drawing water from the Columbia River; and

WHEREAS, the Project is intended to install standby generators at the three critical water facilities to enable continued water treatment and delivery during a large-scale power outage; and

WHEREAS, the Washington State Emergency Management Division has issued a Call for Projects for its Unified Hazard Mitigation Grant Program (the “Program”); and

WHEREAS, the Project is eligible for funding under the Program; and

WHEREAS, the City’s best interests are served by applying for grant funding to reduce the financial burden on the City’s Water Fund to complete the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a grant application to the Washington State Emergency Management Division for grant funding to support the Water Facilities Energy Resiliency Improvements project.

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

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

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-33, Authorizing Submittal of Grant Applications to the Washington State Department of Transportation's Safety Program

Department:
Public Works

Ordinance/Resolution Number:
2022-33

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-33, authorizing the submittal of grant applications to the Washington State Department of Transportation's Safety Program.

Summary:

Richland has a fundamental objective to improve public health and safety for users of its street system. The City's Strategic Leadership Plan calls for the efficient use of public resources to achieve the Plan's objectives.

The Washington State Department of Transportation (WSDOT) has issued a Call for Projects for its 2022 City Safety Program, the purpose of which is to reduce fatal and serious injury collisions using engineered infrastructure solutions. The 2022 WSDOT City Safety Program is funded at \$35 million through Federal Highway Safety Improvement Program funding. This Program requires matching funds in the amount of ten percent (10%) for design and right-of-way expenses, and no matching funds for construction. The 2022 Program includes two subprograms: a Spot Location Program, whereby projects must be at a specific intersection, spot, or mid-block location; and the Systemic Program, whereby improvements are identified at similar locations throughout a City.

Preparation of a Local Road Safety Plan is required to be eligible for grant funds. Richland's Local Road Safety Plan, prepared by DKS Associates with support from staff, includes a thorough analysis of the past five (5) years of crashes in the City, and matches federal and state-validated safety improvements with the most prevalent factors leading to fatal and serious injury crashes. The City's Plan recommends projects for grant applications that, if funded, will improve travel safety within the City, and once completed, will contribute toward successful achievement of the City's fundamental objectives.

The 2022 Local Road Safety Plan recommends projects in three categories: 1) a systemic set of improvements to twelve (12) unsignalized intersections; 2) a systemic set of pedestrian crossing improvements at sixteen (16) locations; and 3) a systemic set of striping and signing improvements at selected roadway curves throughout the City. Approval of Resolution No. 2022-33 will authorize staff to pursue these grant opportunities.

Staff recommends adoption of Resolution No. 2022-33.

Fiscal Impact:

The proposed grant applications would, if fully funded, deliver approximately \$4 million in grant funds to the City. Matching funds would be under \$100,000 and would be proposed in a future Capital Improvement Plan (CIP) budget.

Attachments:

1. Resolution No. 2022-33
2. Richland Local Road Safety Plan

RESOLUTION NO. 2022-33

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE CITY OF RICHLAND'S LOCAL ROAD SAFETY
PLAN AND AUTHORIZING THE SUBMITTAL OF A GRANT
APPLICATION TO THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION'S 2022 CITY SAFETY GRANT PROGRAM.**

WHEREAS, the City has a fundamental objective to improve public health and safety for users of its street system; and

WHEREAS, the City's Strategic Leadership Plan calls for the efficient use of public resources to achieve the Plan's objectives; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has issued a Call for Projects for its 2022 City Safety Program (the "Program"); and

WHEREAS, the purpose of the Program is to reduce fatal and serious injury collisions using engineered infrastructure solutions; and

WHEREAS, WSDOT's 2022 City Safety Program is funded at \$35 million through Federal Highway Safety Improvement Program funding; and

WHEREAS, the Program requires matching funds in the amount of ten percent (10%) for design and right-of-way expenses, and no matching funds for construction; and

WHEREAS, the 2022 Program includes two sub-programs: a Spot Location Program, whereby projects must be at a specific intersection, spot or mid-block; and a Systemic Program, whereby improvements are identified at similar locations throughout a city; and

WHEREAS, the 2022 Program requires preparation of a Local Road Safety Plan to be eligible for grant funds; and

WHEREAS, the City's Local Road Safety Plan (the "Plan"), prepared by DKS Associates with assistance from staff, includes a thorough analysis of the past five (5) years of crashes within the City; and

WHEREAS, the City's Plan matches federal and state-validated safety improvements with the most prevalent factors leading to fatal and serious injury crashes; and

WHEREAS, the City's Plan recommends projects for grant applications that, if funded, will improve travel safety within the City; and

WHEREAS, the City's best interests are served by seeking funding for projects recommended in its Plan in order to contribute toward successful achievement of the City's fundamental objectives.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2022 City of Richland Local Road Safety Plan is hereby adopted, and staff is authorized to submit grant applications to the Washington State Department of Transportation's 2022 City Safety Program for the following projects:

1. Systemic Traffic Safety Program improvements for unsignalized intersections;
2. Systemic Traffic Safety Program for improvements to pedestrian street crossings; and
3. Systemic Traffic Safety Program for signing and striping to mitigate lane departure crashes.

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 March, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CITY SAFETY PLAN

FEBRUARY 2022

PREPARED FOR THE CITY OF RICHLAND

PREPARED BY DKS ASSOCIATES



Acknowledgements

RICHLAND

John Deskins
Carlo D'Alessandro
Pete Rogalsky

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Lacy Brown



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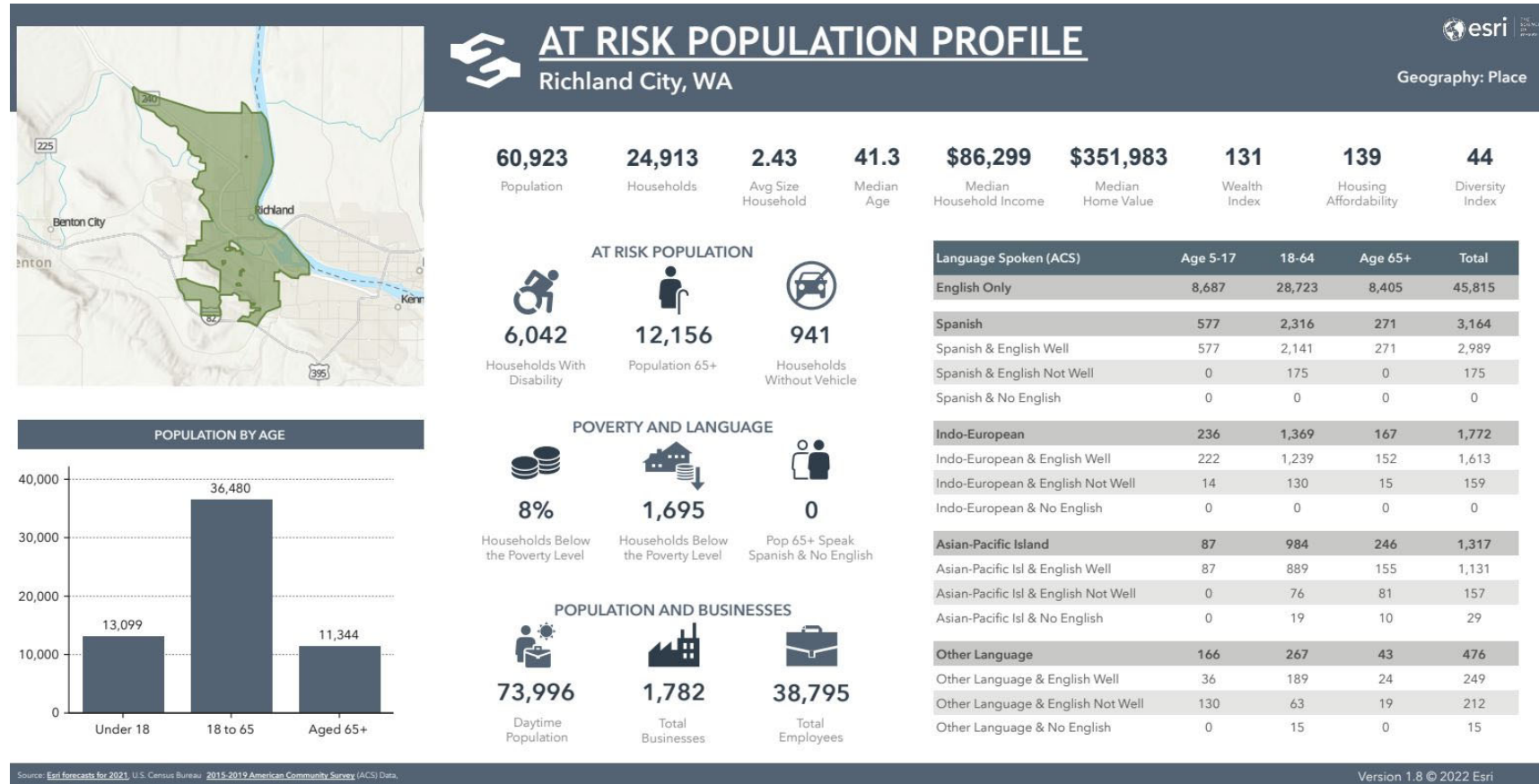
Limitations on Use

Under 23 U.S. Code Sections 148 and 409, safety data, reports, surveys, schedules, or lists compiled or collected for The purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.



INTRODUCTION

The City of Richland is located on the east side of Benton County, Washington, located at the confluence of the Yakima River and Columbia River. It is home to 60,000 residents and noted for excellence in technology, medicine, education, recreation, tourism, and citizen participation. The following 'At Risk Population Profile' provides key population and equity statistics based on 2021 data.



Source: ESRI Business Analysis Tool. <https://storymaps.arcgis.com/stories/52764a9948074c4b9d527a390aefdc67>

LOCAL ROAD SAFETY PLAN: PURPOSE AND NEED

This Local Road Safety Plan (LRSP) has been developed in response to the WSDOT 2022 City Safety Program, which distributes federal Highway Safety Improvement Program (HSIP) funding to local agencies. The goal of this program is to reduce fatal and serious injury crashes on city streets using engineering improvements and countermeasures. Since fatality and serious injury crashes are rare and dispersed around the city, addressing them requires in-depth analysis and study of various crash trends.

The WSDOT 2022 City Safety Program is a grant program which seeks to target fatal and serious collisions by determining the typical crash types and conditions specific to a jurisdiction, evaluating the causative factors in those crash types, identifying the best locations and risk factors to address, and then selecting a prioritized list of mitigation strategies to address these collisions. The program includes two subprograms, defined by WSDOT as follows:¹

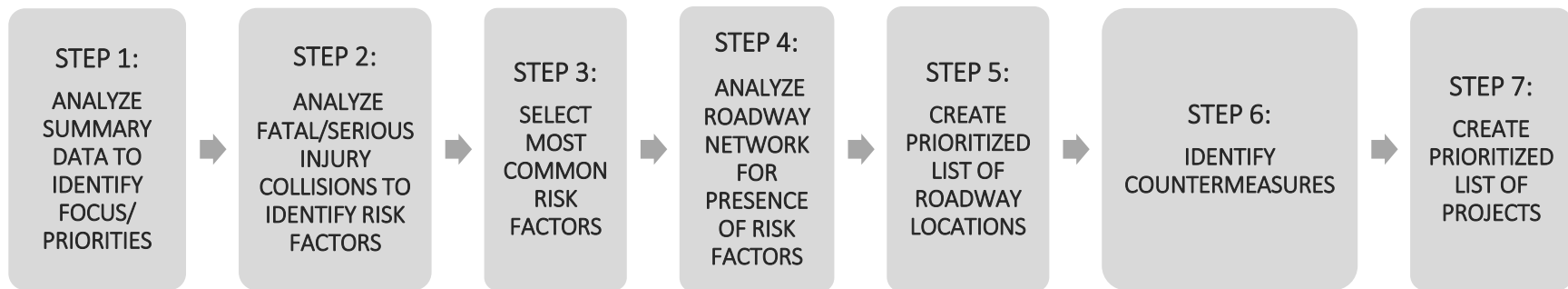
- **Spot Location:** Projects must be at a specific intersection(s), spot or mid-block location(s), or corridor(s) and must address at least one fatal or serious injury crash in the most recent five year period.
- **Systemic:** Projects are identified through a city/town's local road safety plan, that identifies and prioritizes projects based on the top crash type(s) in the city/town. Projects can be at intersection(s), spot or mid-block location(s), and/or on corridor(s) throughout a city/town or over wide areas within a city/town.

This plan has been developed using a risk-based analysis of the crashes within the City of Richland that occurred from 2016 through 2020. Though its primary purpose is to help develop a prioritized project list for the WSDOT 2022 City Safety grant program, a secondary purpose is to provide a guiding document to staff in the design and development of future projects and programs. Every year, City public works staff develop a variety of transportation related projects, many of which are capital improvements or maintenance to existing facilities where there are opportunities for both operational and safety enhancements. This plan, by outlining a set of key mitigation strategies and programs, will help City staff to develop safety projects that take advantage of appropriate City and grant funded transportation improvements to improve the overall safety of Richland's transportation network. By doing so, we are making a concerted effort to help meet Washington State's Target Zero program goals of reducing traffic fatalities and serious injuries on Washington's roadways to zero by the year 2030.

¹ WSDOT Support for Local Programs: Highway Safety Improvement Program. <https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/highway-safety-improvement-program>

LOCAL ROAD SAFETY PLAN PROCESS

The development of a Local Road Safety Plan is centered on the analysis of citywide crash data in order to effectively identify safety trends, contributing factors, associated risk factors and deficiencies present in the City's road network. Following this approach allows for the effective identification of appropriate safety countermeasures to be implemented for the purpose of crash reduction. The following plan includes a summary of existing safety conditions in Richland, identification of safety needs, and recommended treatments to address high-priority collision types and locations.



Appendix E, Safety Countermeasures Toolbox, includes a description of each treatment, when it should be used, estimated costs, and crash modification factor.

The data used and the process followed are consistent with WSDOT's guidelines from the 2022 City Safety Program. The recommended safety countermeasures are limited to infrastructure-based treatments eligible for one or more of the following grant programs, which are further described in Appendix A:

- WSDOT grant programs: City Safety, Safe Routes to School, Bicycle-Pedestrian, and Railway-Highway Grade Crossings
- Transportation Improvement Board (TIB) grants, including Complete Streets
- Programs specific to the Benton-Franklin Council of Governments.

The sections below describe the process of collecting and analyzing available data and identifying safety needs from that analysis.

STEP 1: ANALYZE SUMMARY DATA TO IDENTIFY FOCUS/PRIORITIES

The City of Richland and its consultant support staff worked with WSDOT Transportation Data, WSDOT Local Programs, other City staff, and a third-party provider to acquire and analyze the following data sets.

- WSDOT database of all collisions on City of Richland streets, Jan 2016 - Dec 2020 (provided by WSDOT Transportation Data)
- Summary crash data from WSDOT Local Programs with comparisons to Statewide Average, City Average, and Eastside City Average proportions of several collision types and other contributors.
- Third-party database provided (MS2) for data aggregation.

Stop-controlled Intersection Prioritization. In order to further refine rankings within categories, like stop-controlled intersections, City staff worked with a third party database provider, MS2, to aggregate crash information from the overall state crash database. This data was scrubbed, filtered, and sorted to populate a custom spreadsheet with details about the crash severity and entering traffic volumes. This resulted in a list of stop-controlled intersections ranked by the combination of crash rate (normalized by intersection Average Daily Traffic (ADT) and Equivalent Property Damage Only (EPDO). The City used this to determine sites for systemic intersection treatments.

Pedestrian Crossing Prioritization. The City of Richland maintains an ongoing list of desirable locations for pedestrian crossing treatments, including Rectangular Rapid Flashing Beacons (RRFBs). The ranking matrix includes the following data elements for scoring:

- Average Daily Traffic
- Posted Speed Limit
- Number of Travel Lanes
- History of Pedestrian-involved and Bicyclist-involved Collisions
- Proximity to Transit Stops, Public Facilities, Paths, or Schools
- Nearby Curve or other Sight Distance Restriction

The City used a scoring system that combines these elements to determine sites for systemic pedestrian crossing treatments.

DATA ANALYSIS OVERVIEW

As illustrated in Figure 1, over the past five years there were a total of nine fatal collisions and 28 serious injury collisions in the City of Richland.²

The number of all reported collisions (regardless of severity) has ranged between 484 and 777, as shown in Figure 2. In the most recent year of data available, 2020, the city experienced 484 reported collisions (a 29% decline from 2016). However, the frequency of combined fatal and serious injury collisions in 2020 was 12, more than double the five that occurred in 2016. The impacts of the COVID-19 pandemic response and associated travel patterns likely had a significant influence on collision frequency and severity in 2020.

Figure 3 shows the heat map of fatal and serious injury collisions over the five-year study period. Figure 4 provides a heat map of all reported collisions that occurred on City-owned streets in Richland during the study period.

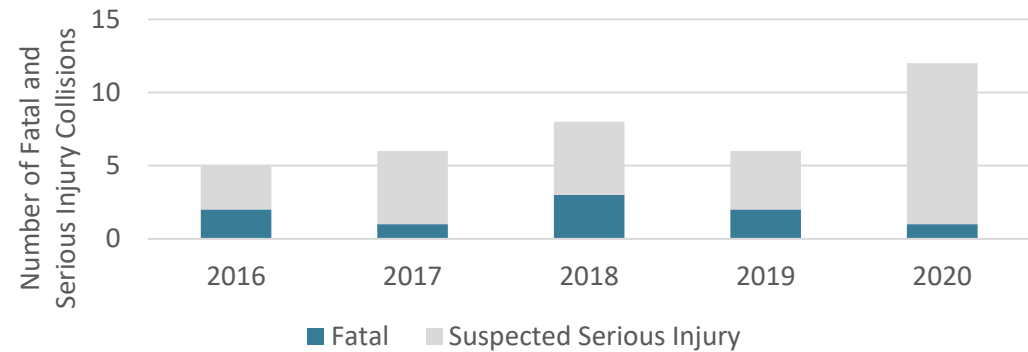


Figure 1. Fatal and Serious Injury Collisions in Richland, 2016-2020.

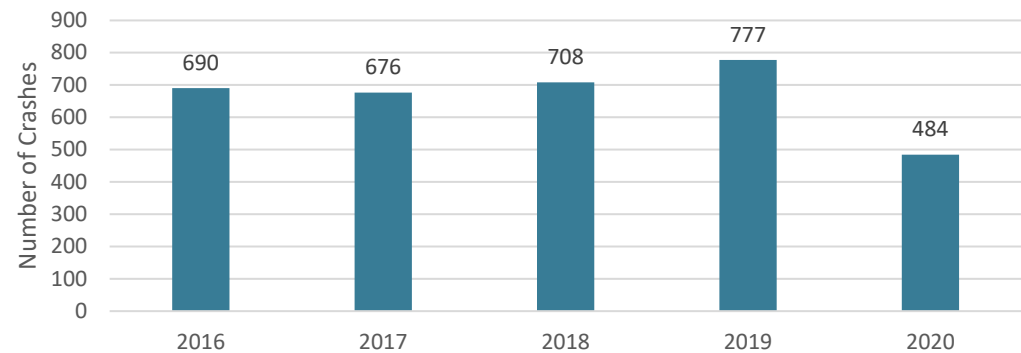


Figure 2. All Reported Collisions in Richland, 2016-2020

² Database note: The WSDOT raw crash data identified 9 fatal crashes in the study period. The City's own data review showed 8 fatal crashes. WSDOT's Data Summary Excel workbook from November 2021 shows 10 fatal crashes. The reason for the discrepancy is that WSDOT includes some State Routes that are maintained by the City, and this subset is a "grey area" that is not easily defined.

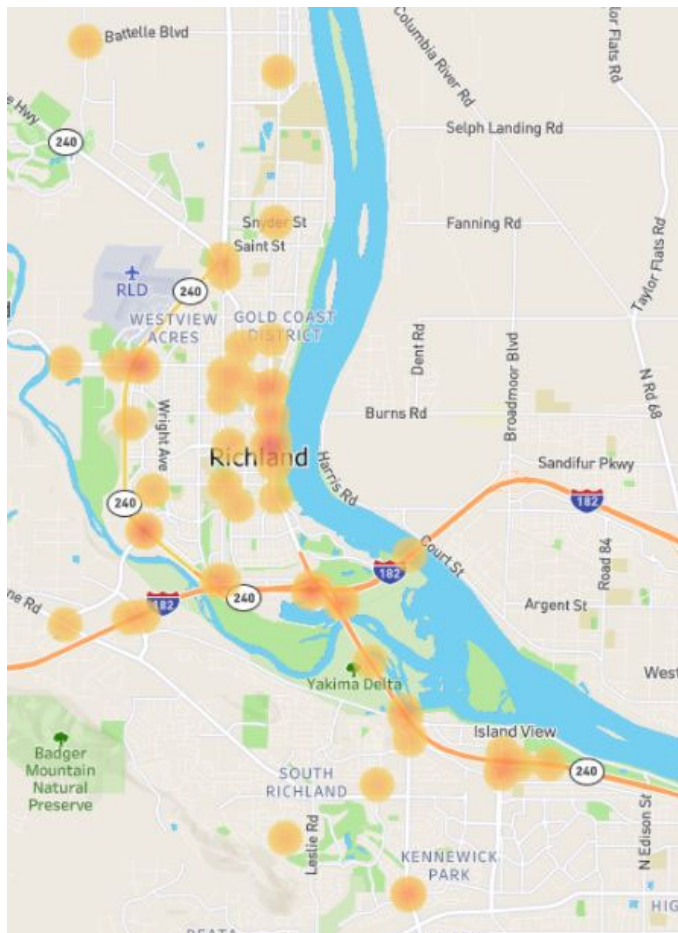


Figure 3. Heat Map of Fatal and Serious Injury Collisions in Richland, 2016-2020.

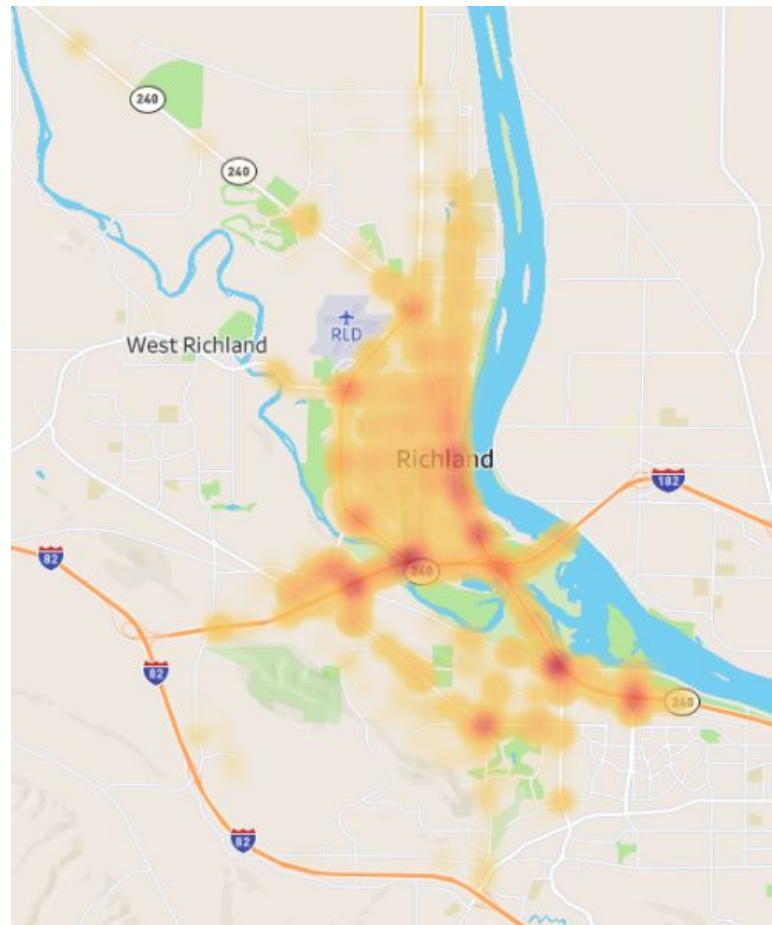


Figure 4 (Right). Heat Map of All Reported Collisions in Richland, 2016-2020

STEP 2: ANALYZE FATAL/SERIOUS INJURY COLLISIONS TO IDENTIFY RISK FACTORS

The City studied each risk factor (collision attribute) to determine those most likely to contribute to future fatal and serious collisions in Richland. Table 1 shows some of the most common attributes present in collisions that occur on City-owned streets in Richland. Collision attributes with a notably higher percentage of fatal and serious injury collisions versus all-severity collisions have an increased likelihood of contributing to fatal and serious injury crashes.

Table 1. Most Common Collision Attributes, Richland, 2016-2020

Data Element	Collision Attribute	Total Collisions	Fatal Collisions (F)	Serious Injury Collisions (SI)	Percent of all Richland Collisions with this Attribute ⁽¹⁾	Percent of F&SI Richland Collisions with this Attribute ⁽²⁾
Citywide	Any	3,335	9	28		
Collision Type	Roadway Departure	298	2	3	9%	14%
	Head-On	16	0	1	<1%	3%
	Entering at Angle	1,069	1	6	32%	19%
Contributing Circumstance (For at least one vehicle)	Exceeding Reasonable Safe Speed or Exceeding Stated Speed Limit	153	1	1	5%	5%
	Alcohol-Impaired ⁽³⁾	128	1	5	4%	16%
	Drug-Impaired ⁽³⁾	30	0	2	1%	5%
	Inattention / Distraction	570	2	2	17%	16%
Motor Type Involved	Motorcycle	47	4	5	1%	24%
	Heavy Vehicle	80	1	0	2%	3%

Data Element	Collision Attribute	Total Collisions	Fatal Collisions (F)	Serious Injury Collisions (SI)	Percent of all Richland Collisions with this Attribute ⁽¹⁾	Percent of F&SI Richland Collisions with this Attribute ⁽²⁾
Lighting Condition	Dark/Dusk/Dawn	901	5	12	27%	46%
Intersection	At Intersection or Intersection Related	1,791	6	15	54%	57%
	Signalized Intersection	976	3	8	29%	30%
Road User	Pedestrian Involved	67	3	5	2%	22%
	Cyclist Involved	52	0	4	2%	11%
Roadway Surface	Wet	315	3	0	9%	8%
	Ice	106	0	0	3%	0%
Age	Driver Age 16 to 25 Involved	1,469	2	11	44%	35%
	Driver Over Age 65 Involved	687	1	5	21%	16%
Restraint (Seat Belt) Usage	No Restraints Used	44	2	4	1%	16%

(1) For example, in Richland 32% of all collisions involved a vehicle entering at an angle.

(2) For example, in Richland 14% of all fatal and serious injury collisions involved roadway departure.

(3) As of this writing, WSDOT has identified an issue with 2020 impaired driving data and is looking into the details.

The City identified the following notable trends from this analysis:

- Intersections are the most common type of location for collisions to occur (54% of all collisions and 57% of fatal and serious injury collisions occurred at intersections). They were generally split equally between signalized and unsignalized intersections.
 - 30% of fatal and serious injury collisions occurred at **signalized** intersections.
 - 27% of fatal and serious injury collisions occurred at **unsignalized** intersections.
- Entering at Angle is the most common collision type (32% of all collisions, and 19% of fatal and serious injury collisions).
- Nearly half (46%) of fatal or serious injury collisions occurred in dark conditions (including dusk and dawn).
- Young drivers (age 16 to 25) were involved in 44% of all collisions and 35% of fatal or serious injury collisions.
- While pedestrians and bicyclists were involved in only 4% of all collisions, pedestrians or bicyclists were involved in 33% of fatal or serious injury collisions.
 - Similarly, motorcyclists were involved in only 1% of all reported collisions, but 24% of fatal or serious injury collisions.
- Roadway departure crashes made up 9% of all collisions and 14% of fatal or serious injury collisions.

STEP 3: SELECT MOST COMMON RISK FACTORS (COLLISION ATTRIBUTES)

Based on the findings of Step 1 and Step 2, the City identified the following collision attributes correlated with the highest frequency or severity of collisions. These collision attributes are the focus of the network analysis in Step 4:

- Vulnerable Users Involved [Pedestrians or Bicyclists]
- Entering at Angle
- Occurred at Signalized Intersection ³
- Occurred at Unsignalized Intersections
- Roadway Departure
- Dusk/Dark/Dawn Lighting Conditions
- Motorcyclist Involved

³ The City previously received funding for systemic signalized intersection improvements that will be implemented in 2022.

STEP 4: ANALYZE ROADWAY NETWORK FOR PRESENCE OF RISK FACTORS

Following WSDOT’s recommended procedure,⁴ the City applied the most common risk factors in fatal/serious injury crashes to the entire network using frequency of collisions based on the most common risk factors / collision attributes.

The City mapped crash frequency based on the seven most common risk factors in fatal and serious injury crashes. The heat maps in Appendix B illustrate the locations of crashes with these attributes.

STEP 5: CREATE PRIORITIZED LIST OF ROADWAY LOCATIONS

5.1 INTERSECTION AND SEGMENT PRIORITIZATION

Table 2 and Table 3 list the intersections and segments, respectively, ranked by the number of risk factors / collision attributes that the City identified. A location received 1, 2, or 3 “points” (shown in the first column, “Weighting Factors”)⁵ for a risk factor if it experienced a relatively high frequency of crashes with that attribute compared to the rest of the City of Richland’s roadway network.

An additional 2 points were added at locations that experienced at least one fatal or serious injury crash during the study period. This is required for the location to be eligible for a spot location treatment under the WSDOT 2022 City Safety Program.

⁴ WSDOT Local Road Safety Plans Guidance, <https://wsdot.wa.gov/sites/default/files/2021-10/LP-Local-Road-Safety-Plan.pdf>

⁵ Weighting Factors were developed by the City to further prioritize certain items: roadway departure crashes, pedestrian- and bicyclist-involved crashes, locations with a history of fatal and serious injury crashes, and the supplemental EDPO and Crash Rate calculations.

Table 2. Prioritized Intersection Safety Needs by Number of Risk Factors

Weighting Factor	1	1	3	1	2	
Intersection	Entering at Angle	Dark Conditions	Ped/Bike	Motorcycle	At Least 1 Fatal or Serious Injury Crash	Weighted Total
Symons Street and George Washington Way	✓	-	✓	-	✓	6
Symons Street and Jadwin Avenue	✓		✓		✓	6
Gage Boulevard and Leslie Road	✓	✓	✓	-	-	5
Jadwin Avenue and McMurray Street	✓	✓	✓	-	-	5
Keene Road and Queensgate Drive	✓	✓	✓	-	-	5
Swift Boulevard and Jadwin Avenue	✓	✓	-	-	✓	4
Keene Road and Duportail Street	✓	✓	-	-	✓	4
Aaron Drive and Wellsian Way	✓	✓	-	-	✓	4
Jadwin Avenue and George Washington Way	-	✓	-	✓	✓	4

Table 3. Prioritized Segment Safety Needs by Number of Risk Factors

Weighting Factor	1	2	1	3	1	2	
Segment	Entering at Angle	Roadway Departure	Dark Conditions	Ped/Bike	Motorcycle	At Least 1 Fatal or Serious Injury Crash	Weighted Total
George Washington Way: Jadwin Avenue to McMurray Street	✓	✓	✓	✓	✓	✓	10
Aaron Drive: Bypass Highway to Goethals Drive	-	-	✓	✓	✓	✓	7
Bellerive Drive: Gage Boulevard to Canyon Street	-	✓	-	✓	-	✓	7
Jadwin Avenue: Lee Boulevard to McMurray Street	✓	-	-	✓	-	✓	6
Van Giesen Street: Bypass Highway to Thayer Drive	-	-	-	✓	✓	✓	6
Duportail Street: Keene Road to Bypass Highway	✓	✓	✓	-	-	-	4
W Gage Blvd: Penney Royal Ave to N Steptoe Street	✓	✓	✓	-	-	-	4
Keene Road: Kennedy Road to Gage Blvd	-	✓	✓	-	✓	-	4

SYSTEMIC SAFETY NEEDS

The City identified the following safety needs for potential systemic safety improvements.

1. **Unsignalized Intersections.** In Richland, intersection collisions (signalized and unsignalized) are the most common types to occur. Unsignalized intersections (typically stop-controlled, but also including roundabouts and intersections with no traffic control devices) have experienced the following proportions: 25% of all collisions and 27% of fatal and serious injury collisions. The City has an active project to address systemic needs at signalized intersections, so this plan will focus on unsignalized intersection needs.
2. **Pedestrian Crossings.** Pedestrians were involved in only 2% of all collisions in the city, but 22% of fatal and serious injury collisions. This project would also help address bicycle collisions as well which share a high rate of fatal and serious injury collisions relative to overall collisions.
3. **Roadway Departure.** Collisions involving a vehicle that left their lane or the roadway were the next most common general collision type behind intersection crashes. The City has experienced roadway departure in the following proportions: 9% of all collisions and 14% of fatal and serious injury collisions. Systemic treatments addressing roadway departure also help reduce the potential for future head-on collisions.

STEP 6: IDENTIFY COUNTERMEASURES TO ADDRESS PRIORITIZED LOCATIONS

6.1 LOCATIONS FOR FURTHER ANALYSIS

The City compared the list of prioritized intersections and corridors identified in Step 5 to recent and already-funded projects to identify the most pressing safety needs, and then further analyzed collision data and existing conditions at the following locations shown in Table 4.

Table 4. Prioritized Safety Study Locations for Further Analysis

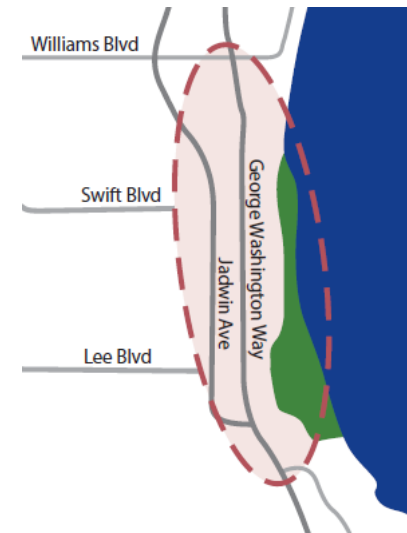
Location	Primary Crash Patterns	Fatal or Serious Injury Collision History	Potential Countermeasures
Stop-controlled Intersection: Symons Street and Stevens Drive	100% Angle collisions	1 Serious Injury in daylight/dry conditions (alcohol involved)	Mini-roundabout, signing and marking improvements
Signalized Intersection: Symons Street and George Washington Way Symons Street and Jadwin Avenue (Signalized Intersection)	Rear-end, pedestrian-related, left-turns	GW: 2 SI, including 1 pedestrian-related Jadwin: 1 Fatal, pedestrian-related	One-way couplet planned, Intersection Lighting, Signal Visibility Upgrades, Left-turn Signal Upgrades, Pedestrian Signal Upgrades
Signalized Intersection: Swift Boulevard and Jadwin Avenue	Angle, red-light running	1 Serious Injury angle crash	One-way couplet planned, Clearance interval review, Automated red light enforcement, Lead Pedestrian Interval

Signalized Intersection: Aaron Drive and Wellsian Way	Dual right turn sideswipe, left-turns, pedestrian- and bicycle-related	1 Serious Injury left-turning crash	Signal visibility upgrades. Advanced signal warning, Protected-only left turn phasing, Signal timing changes, Lead Pedestrian Interval
Signalized Intersection: Jadwin Avenue / George Washington Way	Congestion-related rear-ends, lane-changing sideswipes	1 Fatal overturning crash involving speeding	Signal Coordination, Lane Use Control Upgrades, Protected-only left turn phasing
Segment: Aaron Drive: Bypass Highway to Goethals Drive	Rear-end, angle, sight distance limitations	1 Serious Injury overturning crash	Curve warning signs, sight distance improvements
Pedestrian Crossing: Bellerive Drive: Gage Boulevard to Canyon Street	Vehicle-Pedestrian conflicts near trail crossing in a residential area	1 Fatal pedestrian-involved crash	Enhanced warning signs, RRFB, Raised crosswalk

6.2 UPCOMING ONE-WAY COUPLET: JADWIN AVE AND GEORGE WASHINGTON WAY

The City of Richland has been working since the early 2000s to improve the Central Business District, and several planning studies had been completed to develop and advance this priority. In 2018, the City Council adopted an update to its Strategic Leadership Plan with six focus areas. One of the focus areas, Increase Economic Vitality, includes an objective to improve streets to enhance walkability in the core downtown area.

The 2019 City budget included funds to advance this walkability objective with a Downtown Connectivity Study.⁶ Its purpose was to advance the City Council's vision for a pedestrian-friendly waterfront and downtown, while maintaining or enhancing the vehicular travel flow through the area. The project team developed, evaluated, and prioritized street improvements downtown. Ultimately the findings and recommendation formed the basis of a City Council decision to convert George Washington Way and Jadwin Avenue to one-way streets between Symons Street on the north and the George Washington Way / Jadwin Avenue intersection on the south. This conversion will enable enhancements for pedestrians, bicyclists, and on-street parking features downtown. The figure below illustrates a typical cross-section for the two corridors (cross-sections vary by street and location).



⁶ <https://cleargov.com/washington/benton/city/richland/projects/785/downtown-connectivity-study>

Several of the high-priority intersections and segments identified during the 2022 Local Road Safety Plan development process will be significantly affected by this upcoming project. Therefore, instead of identifying additional projects along those corridors, the Local Road Safety Plan will list specific safety-related items the City and its transportation stakeholders should consider during alternatives analysis and design of the one-way couplet.

Intersection: Symons Street and George Washington Way. More than 30% of collisions at or near the intersection were rear-end crashes on George Washington Way, likely related to congestion at the signal. Current operation includes permissive left turn phasing in all directions. Considerations should include:

- **Upgraded intersection lighting** to increase visibility of vehicles, bicycles, and pedestrians at night.
- **Signal visibility upgrades** including signal heads (larger lenses, reflectorized back plates, supplemental signal heads) to improve driver compliance with signal indications.
- **Left-turn signal phasing** modifications include conversion to flashing yellow arrow (FYA) for permissive left-turns and providing permissive-protected left-turn phasing where practical.
- **Pedestrian signal upgrades** could include pedestrian countdown timers, disallowing permissive left-turns with a conflicting pedestrian call, and providing leading pedestrian interval (LPI) to reduce vehicle-pedestrian conflicts.

Intersection: Symons Street and Jadwin Avenue. Approximately 40% of collisions involved at least one vehicle entering at an angle, and five others involved a left-turning motorist. Considerations should include:

- **Upgraded intersection lighting** to increase visibility of all road users at night.
- **Left-turn signal phasing** modifications include conversion to flashing yellow arrow (FYA) for permissive left-turns and providing permissive-protected left-turn phasing where practical.

Intersection: Swift Boulevard and Jadwin Avenue. Of the 57 collisions, 40 were angle crashes and 20 included a vehicle disregarding the red light indication. Considerations should include:

- **Signal Coordination.** Improved coordination with adjacent signals could reduce system delay, which can reduce the frequency of rear-end collisions on the mainline. It can also reduce arrivals on red, which has an effect on reducing red-light running.
- **Review of Signal Change Intervals.** The high frequency of red-light running in crash reports could be related to signal timing. The City developed and implemented new yellow change and all-red clearance intervals citywide in late 2018 and 2019 based upon industry practices and City policy.

- **Automated Red Light Enforcement.** The high frequency of red-light running in crash reports could be indicative of aggressive driver behavior at this location. Automated enforcement of the red light indications could be appropriate to reduce the frequency of violations.

Intersection: Jadwin Avenue and George Washington Way. Of the 37 collisions 94% occurred on George Washington Way. One-third were rear-end collisions, and 10 involved same-direction sideswipes. Considerations should include:

- **Signal Coordination.** Improved coordination with adjacent signals along the George Washington Way corridor could reduce system delay, which can reduce the frequency of rear-end collisions on the mainline. These efforts should be balanced with impacts to pedestrian delay as it is related to cycle lengths as well since this intersection sits on the border between a 7 lane 35 mph arterial and a downtown where a shorter cycle length is necessarily employed.
- **Lane Use Control.** Consider additional overhead or post-mounted lane assignment signing and pavement marking to clearly indicate lane use for northbound and southbound George Washington Way motorists. Left Turn Only signs may also be placed on the back of the opposite mast arm to better align with left-turn lanes.

Pedestrian Crossings. The one-way couplet area is intended to have a robust set of pedestrian crossings. Locations will be determined during analysis and conceptual design.

6.3 LOCATION ASSESSMENT

The City reviewed each study location to identify potential treatments. Following is an assessment of those locations not along George Washington Way or Jadwin Avenue to determine appropriate considerations and next steps.

Signalized Intersection: Aaron Drive and Wellsian Way. This signalized T-intersection includes protected-permissive left-turn phasing (via a doghouse style signal head) for eastbound left-turning motorists. Of the 41 collisions that occurred during the study period, at least 12 involved an eastbound left-turning vehicle, including one serious injury collision. Advanced visibility of the intersection and signal indications is limited by the horizontal curve on the eastbound approach. Eight crashes occurred in the southbound dual-right-turn lane. Three reported crashes involved pedestrians or bicyclists, all resulting in possible or minor injuries.

- **Considerations and Next Steps.** When the adjacent intersection at SR 240 and Aaron Drive is reconstructed as a roundabout, southbound dual-right turns may not be necessary, and other operations and safety issues could change that should be observed before making changes. The City will consider low-cost maintenance treatments including protected-only left-turn phasing and a left-mounted supplemental signal head to address horizontal curve-related sight distance limitations.

Segment: Aaron Drive: Bypass Highway to Goethals Drive. This 1/3-mile segment experienced 19 non-intersection collisions during the study period, including one serious injury crash that involved an overturned vehicle. The most common collisions were rear-end and angle crashes associated with turning movements at the commercial driveways along the segment. The horizontal curve east of Bypass Highway experienced five crashes, including the overturning crash that resulted in a serious injury. Further east, Aaron Drive has a typical 5-lane urban section. The primary commercial driveway has potential sight distance limitations caused by vegetation, electrical boxes, and large decorative stones on both sides of the driveway - one of which may impact line of sight. Five collisions have occurred at this driveway during the study period.

- **Considerations and Next Steps:** The City will further study the details of collisions between Wellsian Way and SR 240 to determine if collisions in the curve were directly related to the horizontal curvature; if yes, the City will consider horizontal curve signing in that subsegment. In the east subsegment, the City will continue to monitor potential sight distance obstructions for motorists as they leave the commercial property. Future improvements planned for SR 240 and Aaron Drive may allow for changes at Wellsian Way and Aaron that would also reduce crashes.

Pedestrian Crossing: Bellerive Drive: Gage Boulevard to Canyon Street. This trail crossing has experienced three reported crashes during the study period. In two situations a pedestrian was struck, and one of those pedestrians was killed in the collision. The third involved a vehicle stopped at the crossing (waiting for a pedestrian) that was rear-ended by another vehicle.

The northbound approach to the crossing is a 700-foot downhill vertical curve from Gage Boulevard. Southbound vehicles approach from a residential neighborhood; there is some horizontal curvature, but the roadway is tangent for 350 feet in advance of the curve. Current pavement markings and signs include an advanced Pedestrian Crossing Warning sign in each direction, a standard Pedestrian Crossing sign and diagonal down arrow at the crossing, and a ladder-style crosswalk. There is no lighting at the crosswalk, but there are overhead street lights approximately 120 feet north and 170 feet south of the crossing. For bicyclists and pedestrians on the trail, a pedestrian-style STOP sign is present on both sides.

- **Considerations and Next Steps:** Treatments may include enhanced warning signs, RRFBs, and a raised crosswalk. The City added this location to the systemic pedestrian crossing application for 2022 City Safety Program funding.

STEP 7: DEVELOP A PRIORITIZED LIST OF PROJECTS

Upon completion of the crash data analysis, identification of potential countermeasures, and comparison with recently-completed and planned project locations, the City selected the priority safety projects shown in Table 5.

Table 5. Richland Safety Projects to Pursue

Prioritized Location or Systemic Collision Type	Safety Project	Next Step
1. Systemic Stop-controlled Intersections	Low-cost Signing and pavement marking improvements; Advanced Intersection Warning System; low-cost curb extensions; mini roundabouts. • Option 1: Five mini roundabouts • Option 2: One mini roundabout	Apply for 2022 WSDOT City Safety Program grant funding
2. Systemic Pedestrian Crossings	Marked crosswalks, advanced warning signs, Rectangular Rapid Flashing Beacons (RRFBs)	Apply for 2022 WSDOT City Safety Program grant funding
3. Systemic Roadway Departure: Citywide Horizontal Curves	Citywide Horizontal Curve Signing	Apply for 2022 WSDOT City Safety Program grant funding

The following sections detail existing conditions, countermeasures, estimated project costs, monetary value of estimated safety benefits, and the estimated benefit/cost ratio of each recommended safety project. The projects are organized by City priority, with the highest-priority project first.

PRIORITY 1: SYSTEMIC STOP-CONTROLLED INTERSECTIONS

Identified Safety Needs. In Richland, intersection collisions (at or related to signalized and unsignalized intersections) are the most common types to occur for all crash severities. Approximately 27% of fatal and serious injury collisions occurred at unsignalized intersections or were intersection-related, and 25% of all collisions occurred at intersections or were intersection-related. In particular, a considerable number of two-way stop-controlled (TWSC) intersections experience a reasonably high collision frequency and rate in the City of Richland.

Potential Safety Treatments. Some of the low-cost systemic treatments that may mitigate these issues include:

- Doubled-up stop signs
- Retroreflective post sleeves
- “Cross Traffic Does Not Stop” plaques under the stop signs
- Additional pavement marking
- Double-wide stop bars
- Fluorescent yellow sign sheeting
- Advance intersection warning signs with street name plaques
- Oversize warning and regulatory signs
- Raised median on the side street

At particular locations, more advanced safety needs may necessitate one or more of the following enhanced treatments:

- Advance Intersection Warning System
- Low-cost Mini-roundabouts
- Low-cost Curb extensions (signs, delineators, “tough curb”)

Another critical component for stop controlled intersections is to make sure that the necessary sight distance triangles are maintained, and that vegetation does not obstruct the necessary sight lines or the signage. The City of Richland has recently updated the intersection Sight Distance Code (RMC Chapter 12.11) and has included a new section to cover the obstruction of traffic control devices.

Mini Roundabouts. Available pavement at select location make it feasible for a mini roundabout installation. Roundabouts are a proven countermeasure to reduce the frequency and severity of intersection crashes by reducing operating speeds and flattening the angle of conflict. It will be important for this design to accommodate truck and transit vehicle movements.

The City proposes installation of mini roundabouts at the following locations:

- Thayer Drive and Williams Boulevard
- Stevens Drive and Symons Street
- Swift Boulevard and Wright Street
- Thayer Drive and Symons Street
- Canyon Street and Bellerive Drive/Status Street

To address the safety risks at intersections and the low cost of the recommended treatments, the City proposes a combination of these treatments at the stop-controlled intersections listed below. The locations are prioritized by calculating crash rates per total entering volume and Equivalent Property Damage Only (EPDO) weighted crash frequency (see Appendix C). This plan proposes two options for systemic treatment of these intersections depending on available grant funding:

- **Option 1: Low-cost Treatments and Five Mini Roundabouts.** This option includes the installation of mini roundabouts at five locations as described in the table below.
- **Option 2: Low-cost Treatments and One Mini Roundabout.** This option keeps only one mini roundabout (Swift Boulevard and Wright Street) and replaces the others with low-cost curb extensions using pavement marking and delineators.

Table 6. Systemic Stop-controlled Treatments by Location

Location		Treatments			
		Low-cost Signing and Pavement Marking	Actuated Advanced Intersection Warning	Mini Roundabout	Low-cost Curb Extensions
1	Thayer Drive and Williams Boulevard	Both Options		Option 1	Option 2
2	Stevens Drive and Symons Street	Both Options		Option 1	Option 2
3	Wright Street and Williams Boulevard	Both Options			Both Options
4	Goethals Drive and Torbett Street	Both Options			Both Options
5	Wright Street and Lee Boulevard	Both Options			Both Options
6	Duportail Street and Kennedy Road	Both Options	Both Options		
7	Swift Boulevard and Wright Street	Both Options		Both Options	
8	Columbia Park Trail and Leslie Road	Both Options	Both Options		
9	Thayer Drive and Symons Street	Both Options		Option 1	Option 2
10	Goethals Drive and Symons Street	Both Options			
11	Canyon Street and Bellerive Drive/Satus Street	Both Options		Option 1	Option 2
12	Steptoe Street and Canyon Street	Both Options	Both Options		

Option 1: Richland Systemic Stop-Controlled Intersection Safety Countermeasures and Five Mini Roundabouts



Project Description

Install upgraded signing and pavement marking. At select locations add Actuated Advance Warning Beacons or Low-Cost Curb Extensions.

At five locations add mini roundabout.



Cost Estimate

\$2,470,000



Benefit / Cost Ratio

14.23



Time Frame

Short-term

Medium-term



Crash Reduction

~70%

Combined reduction for the treatments described.

History: 164 intersection collisions at the selected intersections from 2016-2020, including 2 suspected serious injury.

Expected Benefit: 23 fewer crashes per year

As described above, in the event that full funding is not available for all treatments, including five mini roundabouts, Option 2 provides a lower-cost option that replaces four of the five roundabouts with low-cost curb extensions.

Option 2: Richland Systemic Stop-Controlled Intersection Safety Countermeasures and One Mini Roundabout



Project Description

Install upgraded signing and pavement marking. At select locations add Actuated Advance Warning Beacons or Low-Cost Curb Extensions.

At one location add mini roundabout.



Cost Estimate

\$1,316,000



Benefit / Cost Ratio

24.91



Time Frame

Short-term

Medium-term



Crash Reduction

~67%

Combined reduction for the treatments described.

History: 164 intersection collisions at the selected intersections from 2016-2020, including 2 serious injury crashes.

Expected Benefit: 22 fewer crashes per year

PRIORITY 2: SYSTEMIC PEDESTRIAN CROSSINGS

Pedestrians are the most vulnerable users of the transportation system, especially when crossing the street. While pedestrian-involved collisions in Richland comprised only 2% of all crashes, 22% of fatal and serious injury collisions during the study period involved a pedestrian.

Potential Safety Treatments. All intersections have legal crosswalks, marked or not (unless posted otherwise), and the treatments selected for these crosswalks vary. Several enhanced treatments (e.g., signing, striping, flags, medians) are used in Richland. The City uses guidance from FHWA on selection of treatments as well as crosswalk warrant information developed by Boulder, Colorado and implemented by many other agencies to make decisions about crosswalks and crosswalk treatments.

Typical treatments are striping, signing, protective medians, or Rectangular Rapid Flashing Beacons (RRFB). Pedestrian Hybrid Beacons (PHBs) are an even higher level pedestrian crossing that provides more positive pedestrian control at higher volume locations while also being capable of integrating into a coordinated traffic signal system. The City considers a variety of treatments and when those treatments may be most appropriate based on pedestrian volumes, vehicle volumes, transit volumes, number of lanes crossed, travel speed, and roadway functional classification. It should also ensure that proper lighting is considered for crosswalks. At this time the City is reviewing crosswalk locations on surfacing projects to decide if all crosswalks will be replaced or if some will be consolidated. The city is also aggressively pursuing crosswalk upgrades, typically RRFB installation via grant projects and capital projects.

For the 2022 City Safety Program, Richland proposes pedestrian crossing treatments at the following locations (see Appendix D for the full pedestrian crossing ranking matrix and individual site details).

- | | |
|---|--|
| 1. Jadwin Avenue at Catskill Street | 10. Stevens Drive at Knight Street |
| 2. Aaron Drive and Jadwin Avenue | 11. Lee Boulevard at Goethals Drive |
| 3. Stevens Drive at Mansfield Street | 12. Columbia Point east of WinCo Primary Driveway |
| 4. Van Giesen Street and Birch Avenue | 13. Thayer Drive and Long Avenue |
| 5. Leslie Road just south of Mattis Drive | 14. McMurray Street & Pike Avenue |
| 6. Gage Boulevard west of Venus Circle | 15. Bellerive Drive at path crossing north of Gage Boulevard |
| 7. George Washington Way at Torbett Street | 16. Knight Street at The Parkway |
| 8. Columbia Center Boulevard and Fowler Street | |
| 9. Leslie Road and Center Parkway / Lorayne J Boulevard | |

Richland: Systemic Pedestrian Crossing Countermeasures



Project Description

Install upgraded signing and pavement marking and Rectangular Rapid Flashing Beacons (RRFBs).



Cost Estimate

\$1,086,000



Benefit / Cost Ratio

10.15



Time Frame

Medium-term



Crash Reduction

~54%

Reduction in pedestrian collisions.

History: 3 pedestrian collisions at the selected crossings from 2016-2020.

Expected Benefit: 0.32 fewer pedestrian crashes per year

PRIORITY 3: CITYWIDE HORIZONTAL CURVE SIGNING

While roadway departure collisions were a less-common collision type than some other cities, 14% of fatal and serious injury collisions involved a vehicle departing its lane. Additionally, Richland experienced a higher proportion of crashes occurring on horizontal curves than other Eastside Cities, as follows:

Table 7. Horizontal Curve Proportion Comparison: Richland to Eastside Cities

	Fatal/Serious Injury Crash Proportion		Total Crash Proportion	
	Eastside Cities	Richland	Eastside Cities	Richland
Horizontal Curve or Horizontal Curve & Grade	10.7%	14.3%	5.9%	8.9%

The City proposes horizontal curve safety improvements for two important reasons. First, motorists are more than three times as likely to be involved in a collision on a curve than a tangent section. Second, the most recent MUTCD (2009) included a legal requirement for every publicly-owned road with 1,000+ vehicles per day to meet horizontal curve requirements by December 31, 2019.

The City of Richland has captured advisory speeds (e.g., “ball bank speeds”) for all city streets, so this safety project will provide current MUTCD standard curve warning signs at all horizontal curves on arterials and major collectors in the city limits (approximately 70 curves).

- Assess Existing Conditions
 - Calculate the difference between previously-collected advisory speed and the posted speed limit (per MUTCD)
- Design signing treatments
 - Determine the required (shall) and recommended (should) sign package for each curve per MUTCD Table 2C-5 (e.g., advanced warning sign, advisory speed plaque, chevrons, and/or one direction large arrow).
 - Confirm sign placement feasibility via field review
 - Produce plans, specifications, and estimates (PS&E) for curve signing
- Install horizontal curve warning signs

Richland: Citywide Horizontal Curve Safety Improvements

	<u>Project Description</u> Provide current MUTCD standard curve warning signs or enhanced warning treatments at all horizontal curves and turns on arterials and major collectors		<u>Cost Estimate</u> \$650,000		<u>Crash Reduction</u> 15% Injury
			<u>Benefit / Cost Ratio</u> 20.90		7% Property Damage Only
			<u>Time Frame</u> Short-term		History: 336 curve crashes observed from 2016-2020. Expected Benefit: 5.76 fewer crashes per year

APPENDICES

Appendix A: Grant Programs

Appendix B: Collision Heat Maps

Appendix C: Stop-controlled Intersections Prioritization Table

Appendix D: Pedestrian Crossing Prioritization Table

Appendix E: Safety Countermeasures Toolbox



APPENDIX A: GRANT PROGRAMS

Cities may be eligible to submit projects based on this safety analysis to the following grant programs.

WSDOT City Safety Program. WSDOT Local Programs sends out a call for projects each even-numbered year. This program's funding is for projects enhancing safety on city streets by reducing the severity of crashes and utilizing transportation engineering improvements and countermeasures. <https://wsdot.wa.gov/LocalPrograms/Traffic/CitySafetyProgram>

WSDOT Pedestrian and Bicycle Program. WSDOT Active Transportation Program sends out a call for projects each even-numbered year. The Pedestrian and Bicycle Program objective is to improve the transportation system to enhance safety and mobility for people who choose to walk or bike. <https://wsdot.wa.gov/LocalPrograms/ATP/funding.htm>

WSDOT Safe Routes to School Program. WSDOT sends out calls early in even numbered years for project awards in the following biennium. The purpose of the Safe Routes to Schools program is to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school. Funding from this program is for projects within two-miles of primary, middle, and high schools (K-12). <https://wsdot.wa.gov/LocalPrograms/SafeRoutes/funding.htm>

WSDOT Railway-Highway Crossings Program. Open call for projects depends on future federal funding and Washington State priorities. This program's funding is for projects enhancing safety at public grade crossings by reducing the severity of crashes and installing or upgrading protective mechanisms at railroad crossings. <https://wsdot.wa.gov/localprograms/traffic/railway-crossings-program>

Transportation Improvement Board (TIB) Complete Streets. The Complete Streets Award is a funding opportunity for local governments that have an adopted complete streets ordinance. Board-approved nominators may nominate an agency for planning and building streets to accommodate all users, including pedestrians, access to transit, cyclists, and motorists of all ages and abilities. <http://www.tib.wa.gov/grants/grants.cfm?inav=3#other2>

Surface Transportation Block Grant (STBG). Benton-Franklin Council of Governments (BFCG) funds a variety of projects in both urban and rural areas of Benton and Franklin Counties. The flexibility inherent in STBG means that most types of transportation projects. Project sponsors eligible to receive STBG funds include cities, counties, and Ben Franklin Transit. Roadway projects must be located on federal-aid routes. Projects located on rural minor collectors and local roads are ineligible. Eligible safety-related projects include bicycle and pedestrian facilities (including trails), modification of sidewalks to comply with the Americans with Disabilities Act, highway and transit safety projects, hazard eliminations, and railway/highway grade crossings. <https://bfcog.us/wp-content/uploads/2020/01/2020-Call-for-Projects-Guidebook.pdf>

STBG Set-Aside / Transportation Alternatives Program (TAP). BFCG will consider all eligible project types equally in this TAP grant process. However, BFCG typically has invested TAP funds in bicycle and pedestrian projects and programs. Eligible projects and activities include:

- Planning, design, and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bike infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
- Planning, design, and construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

<https://bfcog.us/wp-content/uploads/2020/01/2020-Call-for-Projects-Guidebook.pdf>

APPENDIX B: COLLISION HEAT MAPS

Figure B1 illustrates that **Entering at Angle Collisions** occur at most intersections in the city. There are several clusters of collisions of locations where this collision type occurred the most often. Examples include:

- Swift Boulevard and Jadwin Avenue intersection
- Williams Boulevard and Wright Avenue intersection
- N Steptoe Street and Canyon Street intersection
- Duportail Street: Keene Road to Queensgate Drive
- George Washington Way: Falley St to University Drive

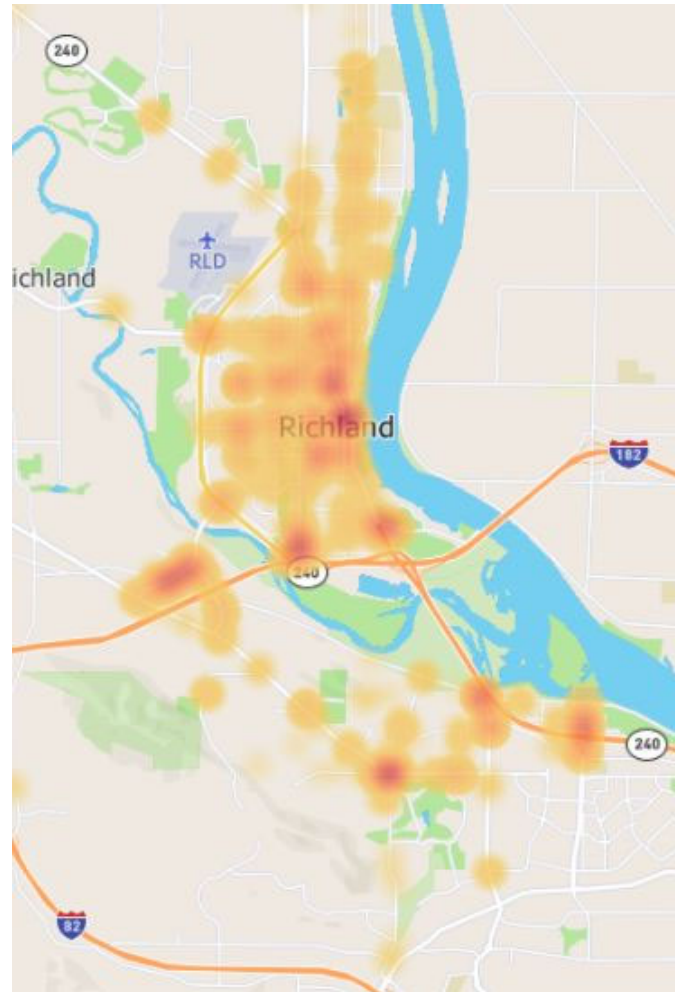


Figure B1. Heat Map of Entering at Angle Collisions, Richland, 2016-2020.

The City of Richland maintains and operates 54 signalized intersections within the city limits.

Figure B2 shows the priority locations with the highest frequency of collisions at signalized intersections in the city.

- Swift Boulevard and Jadwin Avenue
- Williams Boulevard and Jadwin Avenue
- Gage Boulevard and Leslie Road
- Keene Road and Duportail Street
- Duportail Street and Queensgate Drive
- Aaron Drive and Wellsian Way
- Jadwin Avenue and Van Giesen Street
- Jadwin Avenue and McMurray Street
- Keene Road and Queensgate Drive

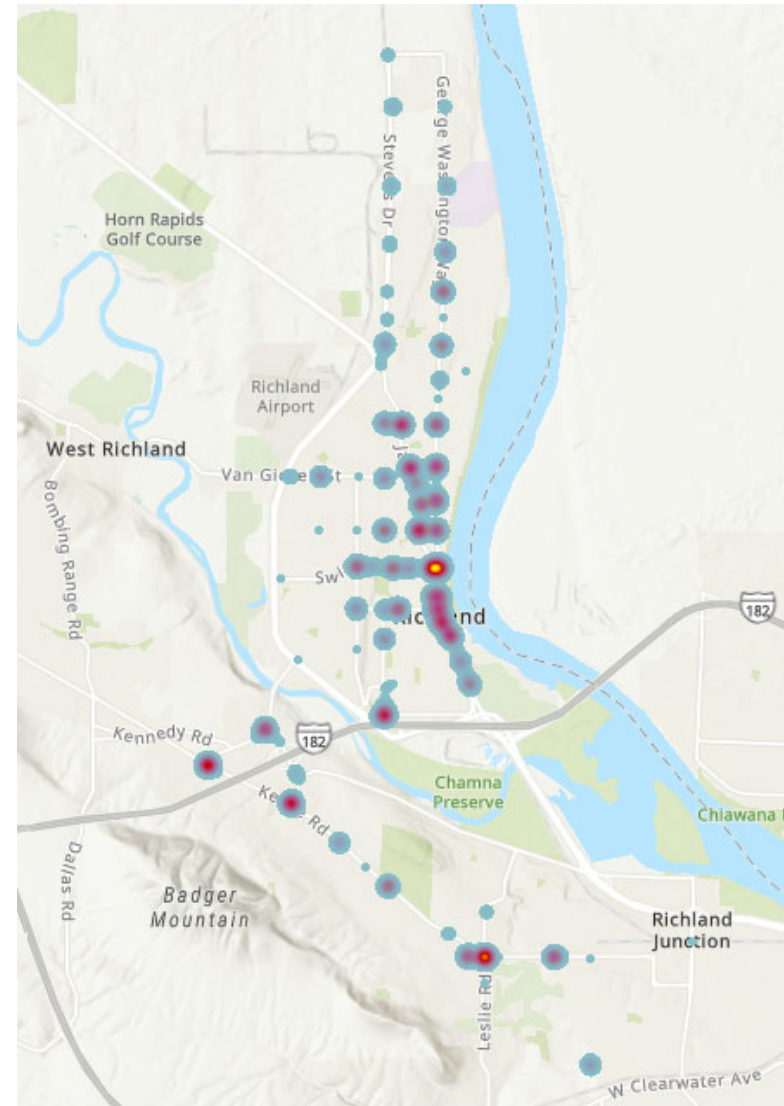


Figure B2. Heat Map of Collisions at Signalized Intersections, Richland, 2016-2020.

Figure B3 shows the areas in Richland where roadway departure collisions occurred at the greatest frequency. Several locations show clusters of roadway departure collisions, including these intersections and segments.

- Columbia Park Trail and Leslie Road intersection
- N Steptoe Street and Tapteal Drive intersection
- George Washington Way: Jadwin Avenue to Williams Boulevard
- Keene Road: Kennedy Road to Gage Blvd
- Bellerive Drive: Gage Boulevard to Canyon Street
- Thayer Drive: Lee Boulevard to Swift Boulevard

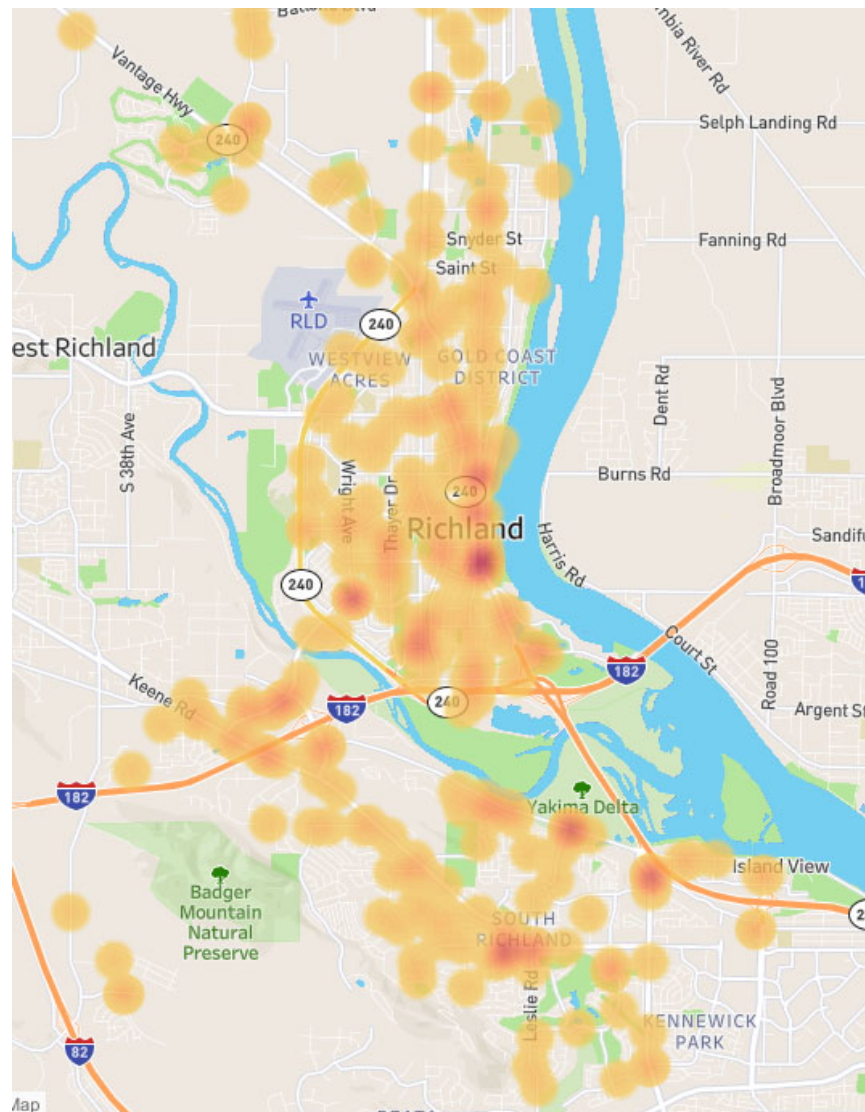


Figure B3. Heat Map of Roadway Departure Collisions, Richland, 2016-2020.

Figure B4 presents the heat map of all the collisions occurring in dark, dusk, or dawn conditions. There was a high concentration of dark crashes at the following intersections and along these corridors, among others.

- Swift Boulevard and Jadwin Avenue intersection
- Gage Boulevard and Leslie Road intersection
- N Steptoe Street and Canyon Street intersection
- Keene Road and Duportail Street intersection
- Jadwin Avenue and McMurray Street intersection
- N Steptoe Street: Canyon Street to Columbia Park Trail
- W Gage Blvd: Penney Royal Ave to N Steptoe St
- George Washington Way: Falley Street to University Drive

The City also analyzed a spatial distribution (heat map) of the 17 fatal or serious injury collisions occurring in dark conditions, and did not identify any specific hot spots or patterns.

The City is completing a street lighting retrofit in 2022 that includes a consistent lighting standard.

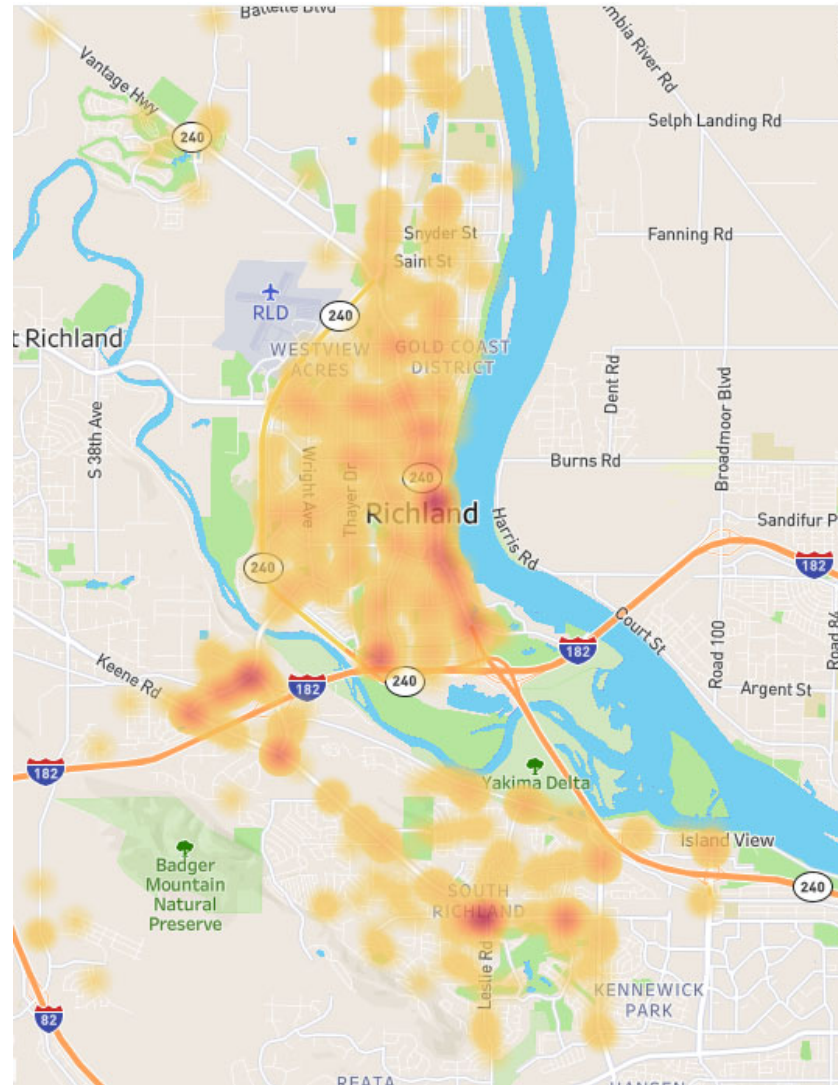


Figure B4. Heat Map of Collisions in Dark, Dusk, or Dawn Conditions, Richland, 2016-2020

There were 67 pedestrian-involved collisions and 52 bicyclist-involved collisions during the study period. Figure B5 displays a heat map of all the pedestrian-involved collisions to help identify areas where they occur most often. Figure B6 displays a heat map of bicyclist-involved collisions for the same purpose. The following locations are a sample of those that experienced the most pedestrian or bicyclist collisions in Richland.

- Gage Boulevard and Leslie Road intersection
- Jadwin Avenue and McMurray Street intersection
- Van Giesen Street and Birch Avenue intersection
- George Washington Way: Falley Street to University Drive
- N Steptoe Street: Canyon Street to Columbia Park Trail

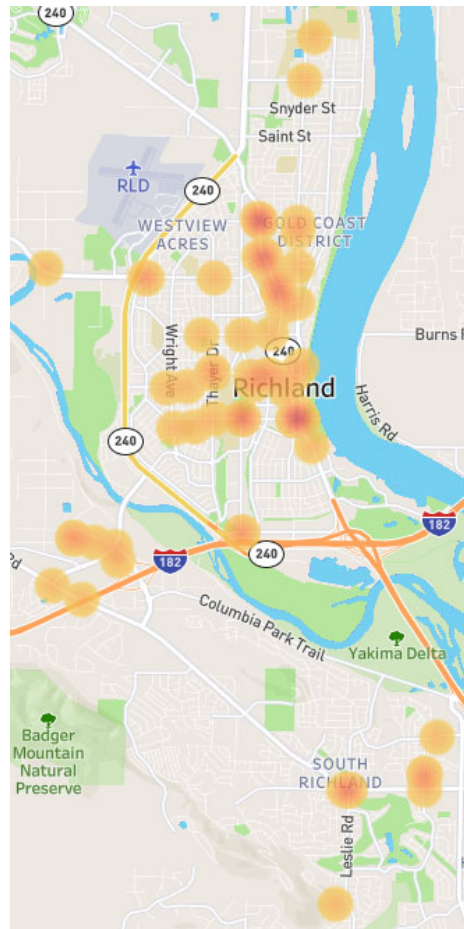


Figure B5. Heat Map of Collisions Involving Pedestrians, Richland, 2016-2020.

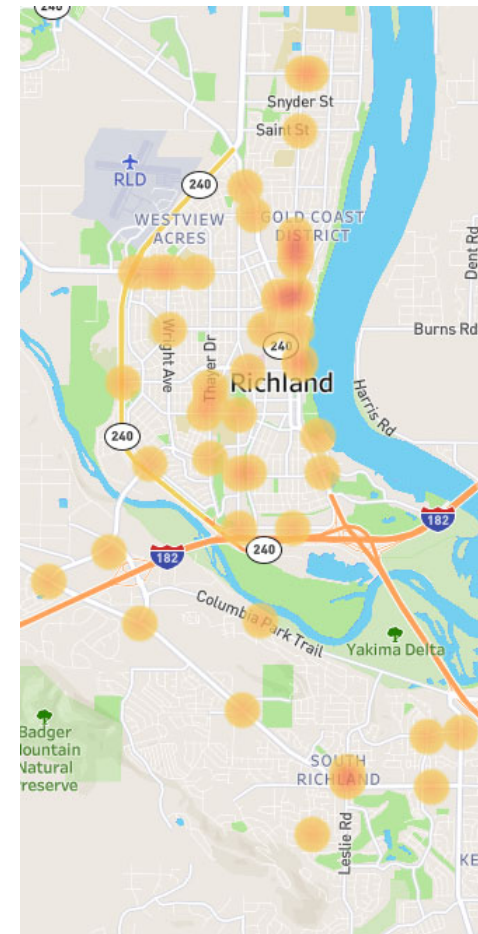


Figure B6. Heat Map of Collisions Involving Bicyclists, Richland, 2016-2020.

There were 47 motorcyclist-involved collisions during the study period. Figure B7 displays a heat map of all motorcyclist-involved collisions to identify intersections and segments with a high frequency of this attribute. The most common locations for motorcycle-involved crash events were the following:

- Jadwin Avenue / Harding Street and George Washington Way intersection
- George Washington Way: Falley Street to University Drive
- Keene Road: Kennedy Road to Gage Blvd
- N Steptoe Street: Canyon Street to Columbia Park Trail
- Van Giesen St: Bypass Highway to Thayer Drive
- Aaron Drive: Bypass Highway to Goethals Drive

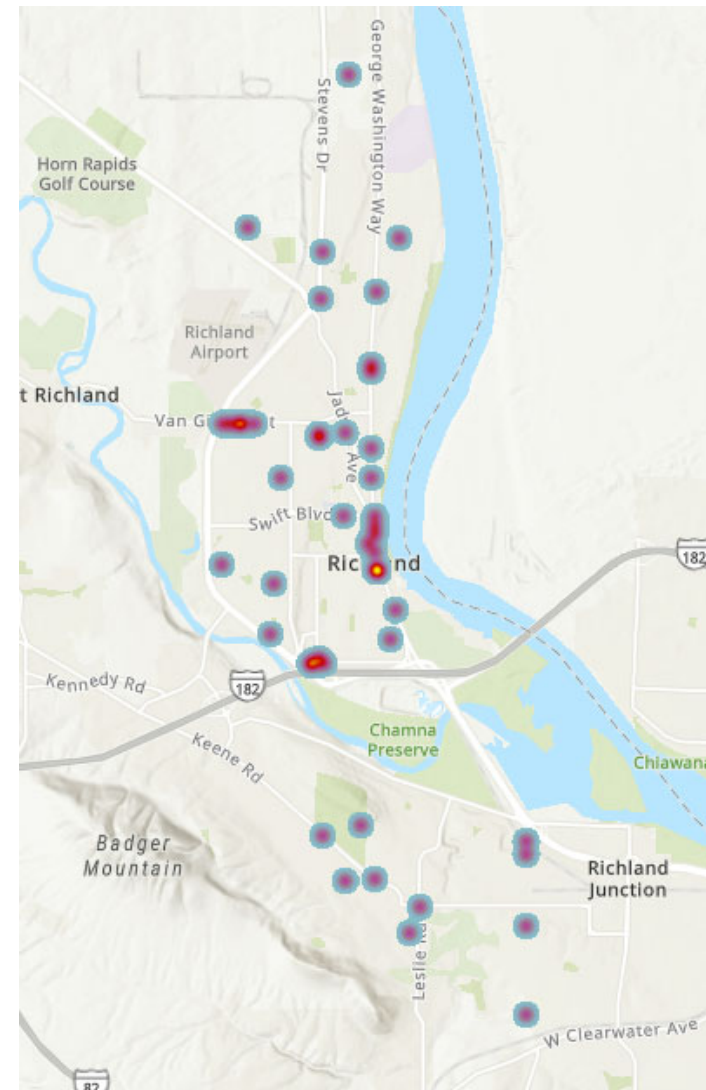


Figure B7. Heat Map of Collisions Involving Motorcyclists, Richland, 2016-2020.

APPENDIX C: STOP-CONTROLLED INTERSECTION PRIORITIZATION METHOD

The information in this the table below is generated using the City’s third party crash management system provider MS2. Average Daily Traffic (ADT) data from the biennial traffic count contract (provided by the Benton-Franklin Council of Governments) is used to develop rates normalized based upon traffic volumes, and an Equivalent Property Damage Only (EPDO) score is added to weight collision severity. The City has found a fair balance for rankings assessments to be a combination of the standard Crash Rate Ranking added to the EPDO ranking and then sorting based upon the sum. A combined ranking is shown based on the sum of these two ranks and is in the yellow highlighted column.

Table C1. High Crash Two-Way Stop-Controlled Intersections, City of Richland, 2016-2020

Primary	Secondary	Control	Fatal or Serious	2016-2020 Total Crashes	2016-2020 Crash Rank	Annual Average Crashes	Crash Rate	Crash Rate Ranking	Annual Average EPDO	EPDO Rank	Sum of Crash Rate + EPDO Rank	Rank by Sum of Crash Rate + EPDO	Average Annual Societal Cost
Columbia Center Blvd	Fowler St	TWSC		29	1	5.8	1.26	6	26.9	10	16	1	\$ 397,900
Thayer Dr	Williams Blvd	TWSC		20	8	4.0	1.72	3	18.6	13	16	1	\$ 275,740
Stevens Dr	Symons St	TWSC	Yes	9	25	1.8	0.73	13	50.9	4	17	3	\$ 752,880
Wright St	Williams Blvd	TWSC		21	6	4.2	2.10	1	15.4	16	17	3	\$ 227,700
Goethals Dr	Torbett St	TWSC	Yes	2	56	0.4	0.88	12	46.5	7	19	5	\$ 687,640
Wright St	Lee Blvd	TWSC		11	20	2.2	1.09	8	16.4	15	23	6	\$ 242,620
Columbia Park Trl	Columbia Center Blvd	TWSC		12	17	2.4	0.94	10	15.3	17	27	7	\$ 226,560
Duportail St	Kennedy Rd	TWSC		22	5	4.4	0.66	15	20.3	12	27	7	\$ 300,680
Goethals Dr	Fitch St	TWSC	Yes	4	44	0.8	0.51	21	48.6	6	27	7	\$ 719,060
George Washington Way	Snyder St	TWSC	Yes	12	17	2.4	0.43	27	59.6	1	28	10	\$ 882,780
Swift Blvd	Wright St	TWSC		24	3	4.8	1.18	7	10.0	27	34	11	\$ 147,540
Steptoe St	Canyon St	TWSC		23	4	4.6	0.45	26	27.4	9	35	12	\$ 405,640
Duportail St	Cottonwood Dr	TWSC		11	20	2.2	0.66	17	11.2	21	38	13	\$ 166,120
Steptoe St	Tapteal Dr	TWSC	Yes	16	12	3.2	0.34	36	54.0	2	38	13	\$ 799,100
Jadwin Ave	Catskill St	TWSC		13	15	2.6	0.53	20	11.6	19	39	15	\$ 172,040
Duportail St	Vintner's Square	TWSC		18	10	3.6	0.47	24	14.3	18	42	16	\$ 212,340
Columbia Park Trl	Leslie Rd	TWSC		19	9	3.8	0.72	14	9.0	31	45	17	\$ 132,740
Saint St	Davison Ave	TWSC		5	36	1.0	1.37	4	5.7	41	45	17	\$ 84,820
Columbia Center Blvd	Tapteal Dr/Arrowhead Ave	TWSC	Yes	27	2	5.4	0.35	35	21.8	11	46	20	\$ 321,960
Thayer Dr	Symons St	TWSC		6	31	1.2	0.98	9	5.9	40	49	21	\$ 87,780
George Washington Way	Benham St	TWSC		21	6	4.2	0.28	41	27.4	8	49	21	\$ 406,200
Goethals Dr	Symons St	TWSC		6	31	1.2	1.93	2	4.2	47	49	21	\$ 62,280
George Washington Way	Newton St	TWSC		18	10	3.6	0.30	38	18.2	14	52	24	\$ 269,820
Wellsian Way	Lawless Dr	TWSC		13	15	2.6	0.48	23	9.1	30	53	25	\$ 134,000
Canyon St	Bellerive Dr/Satus St	TWSC		5	36	1.0	0.55	19	7.5	34	53	25	\$ 110,320
Keene Rd	Lambert St	TWSC		14	13	2.8	0.37	34	11.4	20	54	27	\$ 168,940
George Washington Way	Newcomer St	TWSC		11	20	2.2	0.37	32	10.4	22	54	27	\$ 153,580
Jadwin Ave	Wilson St	TWSC	Yes	4	44	0.8	0.21	51	52.9	3	54	27	\$ 782,600
Van Giesen St	Birch Ave	TWSC	Yes	5	36	1.0	0.21	50	50.5	5	55	30	\$ 747,520
Goethals Dr	Lee Blvd	TWSC		9	25	1.8	0.46	25	8.3	32	57	31	\$ 122,160
Van Giesen St	Alder Ave	TWSC		9	25	1.8	0.39	29	9.5	28	57	31	\$ 141,180

George Washington Way	Sprout Rd	TWSC		9	25	1.8	0.49	22	7.0	37	59	33	\$ 103,140
Gage Blvd	Peach Tree Ln	TWSC		12	17	2.4	0.29	39	10.1	25	64	34	\$ 150,060
Gage Blvd	Penny Royal Ave	TWSC		5	36	1.0	0.40	28	7.0	36	64	34	\$ 103,840
Van Giesen St	Terminal Dr	TWSC		14	13	2.8	0.38	31	8.0	33	64	34	\$ 117,940
Fowler St	Georgia Ave	TWSC		5	36	1.0	1.37	4	1.0	62	66	37	\$ 14,800
Queensgate Dr	Skyline Dr	TWSC		11	20	2.2	0.26	44	10.4	22	66	37	\$ 153,580
Dallas Rd	Ava Way	TWSC		5	36	1.0	0.39	30	5.7	41	71	39	\$ 84,820
Jadwin Ave	Comstock St	TWSC		5	36	1.0	0.91	11	1.0	62	73	40	\$ 14,800
Swift Blvd	Cottonwood Dr	TWSC		4	44	0.8	0.23	49	10.3	24	73	40	\$ 151,880
Keene Rd	Kapalua Ave	TWSC		9	25	1.8	0.24	48	10.0	26	74	42	\$ 147,660
Goethals Dr	Gillespie St	TWSC		5	36	1.0	0.61	18	2.7	57	75	43	\$ 40,300
Stevens Dr	Snyder St	TWSC		10	24	2.0	0.24	46	7.2	35	81	44	\$ 106,100
Columbia Park Trl	Fowler St	TWSC		3	53	0.6	0.24	47	6.6	38	85	45	\$ 97,920
Stevens Dr	Mansfield St	TWSC		6	31	1.2	0.27	43	4.6	45	88	46	\$ 68,760
Swift Blvd	Birch Ave	TWSC		4	44	0.8	0.25	45	5.5	43	88	46	\$ 81,860
Goethals Dr	Aaron Dr	TWSC		6	31	1.2	0.37	33	2.9	56	89	48	\$ 43,260
Leslie Rd	Canyon St	TWSC		7	30	1.4	0.28	42	3.1	55	97	49	\$ 46,220
Leslie Rd	Reata Rd	TWSC		4	44	0.8	0.17	54	4.2	46	100	50	\$ 62,840
Goethals Dr	Williams Blvd	TWSC		2	56	0.4	0.13	59	5.1	44	103	51	\$ 75,940
Swift Blvd	Sanford Ave	TWSC		4	44	0.8	0.29	40	0.8	64	104	52	\$ 11,840
George Washington Way	Horn Rapids Rd	TWSC		1	65	0.2	0.31	37	0.2	68	105	53	\$ 2,960
George Washington Way	Davenport St	TWSC		4	44	0.8	0.06	67	6.0	39	106	54	\$ 88,340
Tapteal Dr	Center Pkwy	TWSC		1	65	0.2	0.18	53	3.2	53	106	54	\$ 47,480
Duportail St	City View Dr	TWSC		2	56	0.4	0.16	55	3.4	51	106	54	\$ 50,440
Aaron Dr	Jadwin Ave	TWSC		2	56	0.4	0.15	57	3.4	51	108	57	\$ 50,440
Keene Rd	Country Ridge Dr	TWSC		3	53	0.6	0.09	61	3.6	49	110	58	\$ 53,400
Keene Rd	Keene Ct	TWSC		3	53	0.6	0.08	65	3.6	49	114	59	\$ 53,400
Gage Blvd	Kapalua Ave	TWSC		1	65	0.2	0.09	62	3.2	53	115	60	\$ 47,480
Van Giesen St	Gomer Rd	TWSC		4	44	0.8	0.14	58	2.5	58	116	61	\$ 37,340
Gage Blvd	Venus Cir	TWSC		2	56	0.4	0.05	69	3.8	48	117	62	\$ 56,920
George Washington Way	Battelle Blvd	TWSC		2	56	0.4	0.20	52	0.4	65	117	62	\$ 5,920
Van Giesen St	Goethals Dr	TWSC		2	56	0.4	0.15	56	0.4	65	121	64	\$ 5,920
George Washington Way	Torbett St	TWSC		4	44	0.8	0.09	63	2.5	58	121	64	\$ 37,340
Stevens Dr	Knight St	TWSC		2	56	0.4	0.08	64	2.1	60	124	66	\$ 31,420
Swift Blvd	Northgate Dr	TWSC		2	56	0.4	0.11	60	0.4	65	125	67	\$ 5,920
Swift Blvd	Elm Ave	TWSC		1	65	0.2	0.06	66	1.9	61	127	68	\$ 28,460
Leslie Rd	Center Pkwy/Lorayne J Blvd	TWSC		1	65	0.2	0.05	68	0.2	68	136	69	\$ 2,960
Leslie Rd	Rachel Rd	TWSC		1	65	0.2	0.05	70	0.2	68	138	70	\$ 2,960
Leslie Rd	Broadmoor St	TWSC		0	71	0.0	0.00	71	0.0	71	142	71	\$ -
Dallas Rd	Trowbridge Blvd	TWSC		0	71	0.0	0.00	71	0.0	71	142	71	\$ -

APPENDIX D: PEDESTRIAN CROSSING RANKING MATRIX

The City has developed a ranking system for pedestrian crossing that incorporates Average Daily Traffic (ADT), posted speed limit, number of lanes, collision history, potential curves or other distractions, and the proximity to destinations: transit stops, paths, schools, or other public facilities. The list below is the current ranking (February 2022).

RRFB Ranking Matrix		ADT			Speed			Lanes			Ped/Bike Related Crashes	Transit Stops	Public Facility, Path or School	Curve or Other Distraction	Point Total	Rank
		<9,000	9,000-15,000	>15,000	≤30	35	≥40	2	3	4+						
Location/Weighted Points Scale	Treatment Details	0	1	2	0	1	2	0	1	2	3	2	2	1		
Jadwin Avenue at Catskill	2 med mast arm poles. 2 Type 1 posts. 4 push buttons. 6 signs + RRFB		X			X				X	X	X	X	X	12	1
Aaron & Jadwin	4 Type 1 ground-mount posts. 4 push buttons. 4 RRFBs	X					X			X	X		X		9	2
Stevens at Mansfield	4 Type 1 ground-mount posts. 4 push buttons. 4 RRFBs. 4 ramps		X		X				X		X	X	X		9	2
Van Giesen & Birch	4 Type 1 ground-mount posts. 2 ramps. 4 push buttons. 4 RRFBs		X		X			X			X	X	X		8	4
Leslie just south of Mattis	3 ground-mount posts. 2 push buttons. 3 signs + RRFBs. Ped refuge island		X				X		X			X	X		8	4
Gage west of Venus	1 Type 2 pole and long mast arm. 1 ground-mount Type 1 pole. 2 push buttons. 6 signs + RRFBs			X			X			X		X			8	4
George Washington at Torbett	3 ground-mount posts. 3 push buttons. 3 signs + RRFBs. Ped refuge island			X		X				X			X		7	7
Columbia Center Blvd & Fowler (north side)	2 ground-mount posts. 2 push buttons. 2 signs + RRFBs. 2+ ADA ramps (extra cost - complicated corner)	X				X			X			X	X	X	7	7
Leslie & Center Parkway / Lorayne J Blvd.	2 ground-mount posts. 2 push buttons. 2 signs + RRFBs		X				X		X				X	X	7	7
Stevens at Knight	2 ground-mount posts. 2 ramps. 2 push buttons. 2 RRFBs		X		X				X		X		X		7	7
Lee Blvd at Goethals	4 ground-mount posts. 4 push buttons. 4 signs + RRFBs	X			X				X		X	X			6	11
Columbia Point east of WinCo Primary Driveway	3 ground-mount posts. 2 push buttons. 3 signs + RRFBs. Ped refuge island. 2 ADA ramps	X				X				X		X		X	6	11
Thayer Drive & Long Avenue	4 ground-mount posts. 4 push buttons. 8 signs + RRFBs	X			X				X			X	X	X	6	11
McMurray & Pike	2 ground-mount posts. 2 push buttons. 4 RRFBs	X			X			X			X		X		5	14
Bellerive at Path Crossing (north of Gage Blvd)	New Crosswalk w Signs. 2 ground-mount posts. 2 push buttons. 4 RRFBs. 2 ADA ramps	X			X			X			X		X		5	14
Knight at The Parkway	New Crosswalk w Signs. 2 ground-mount posts. 2 push buttons. 4 RRFBs. 2+ ADA ramps (extra cost - complicated corner)	X			X				X				X	X	4	16

APPENDIX E: SAFETY COUNTERMEASURES TOOLBOX



Countermeasures Toolbox

Signalized Intersections

S1. Improve Intersection Lighting

A permanent source of artificial light applied to signalized intersections that have a disproportionate number of night-time crashes and do not currently provide sufficient lighting at the intersection or at its approaches.

Benefit-Cost

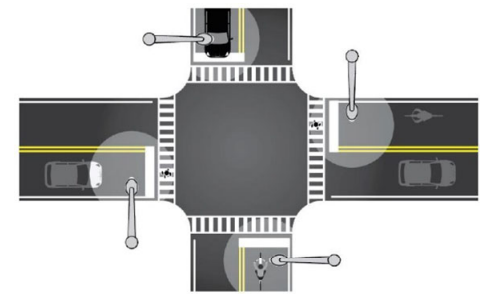
- » Implementation of this treatment reduces nighttime injury crashes by 38% and nighttime pedestrian crashes by 42%. (WSDOT)
- » 20 years of expected life
- » Estimated \$75,000
- » The provision of lighting involves both a fixed cost for lighting installation and an ongoing maintenance and power cost which results in a moderate to high cost.

Sources: CA-Local Roadway Safety Manual, FHWA, WSDOT

EXISTING CONDITION



IMPLEMENTATION



S2. Improve Signal Hardware (lenses, back-plates, mounting, size, number of heads)

Applicable at signalized intersections with a high frequency of right-angle and rear-end crashes because drivers are unable to see traffic signals sufficiently in advance to safely negotiate the intersection being approached. Examples include increasing the size of indications from 8 in. to 12 in. and adding supplemental heads (e.g., side-mount, near-side mount).

Benefit-Cost

- » Implementation of this treatment can reduce crashes by 3-7% (WSDOT).
- » 10 years of expected life
- » Estimated \$40,000 per intersection
- » Cost varies based on size/number of signal heads.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S3. Improve Signal Timing (coordination, phasing, clearance intervals)

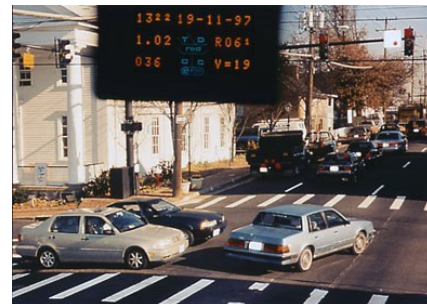
Effective at locations that have a crash history at multiple signalized intersections. Signalization improvements may include adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, and coordinating signals at multiple locations. This treatment addresses all types of crashes that occur on the approaches / influence area of the new signal timing. For projects coordinating signals along a corridor, the crashes related to side-street movements should not be applied.

Benefit-Cost

- » Implementation of this treatment reduces all crashes by 16%, and particularly angle crashes by 32% (WSDOT).
- » 10 years of expected life
- » Estimated \$1,000 per intersection
- » Cost variation based on number of signal heads and number of movements.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S4. Install Left-turn Lane and Add Turn Phase

Installed at signalized intersections that have a significant crash problem and the only alternative is to change the nature of the intersection itself. This treatment addresses all type of crashes and the measure can be very effective at intersection with complex geometry and intersection with frequent left-turn movements. A properly timed protected left-turn phase can also help reduce rear-end, broadside, and sideswipe crashes between left-turning vehicles and the through vehicles as well as vehicles behind them. This countermeasure only applies to crashes occurring on the approaches / influence area of the new left turn phases.

Benefit-Cost

- » Implementation of this treatment reduces all crashes by 35% and head on crashes by 69% (WSDOT).
- » 20 years of expected life
- » Estimated \$12,000 per intersection
- » If the existing traffic signal only requires a minor modification to allow for a protected left-turn phase, then the cost would also be low (installation is short because no actual construction). In-house signal maintainers can perform this operation once the proper signal phasing is determined so the cost is low.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S5. Pavement Marking and RPMs through Intersection

Raised Pavement Markers (RPMs) and pavement marking installed in intersections where the lane designations are not clearly visible to approaching motorists. Can also be applied at intersections noted as being complex and experiencing crashes that could be attributed to a driver's unsuccessful attempt to navigate the intersection.

Benefit-Cost

- » Implementation of this treatment reduces run off road, opposite direction and night crashes by 21% (WSDOT).
- » 10 years of expected life
- » Estimated \$2,000 per installation

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S6. Improve Pavement Friction (High Friction Surface Treatment)

Improvement for signalized Intersections noted as having crashes on wet pavements or under dry conditions when the pavement friction available is significantly less than needed for roadway approach speeds. This treatment is intended to target locations where skidding and failure to stop is determined to be a problem in wet or dry conditions and the target vehicle is unable to stop due to insufficient skid resistance. In addition, treatment also addresses night crashes all other crashes. This treatment does not apply to standard chip-seal or open-graded maintenance projects for long segments of corridors or structure repaving projects intended to fix failed pavement.

Benefit-Cost

- » Implementation of this treatment reduces crashes by 40% (WSDOT).
- » 10 years of expected life
- » Estimated \$5,000 per intersection for materials and equipment
- » Cost variation based on size of intersection and material (Estimated \$30/sq.yd.).

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S7. Add Median Openings to Allow or Restrict Left-turns and U-turns

Install medians to reduce crashes related to turning maneuvers include angle, rear-end, pedestrian, and sideswipe (involving opposing left turns) type crashes. This treatment only applies to crashes occurring in the intersection/influence area of the new directional openings.

Benefit-Cost

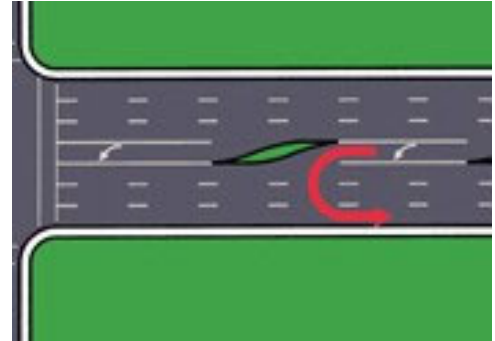
- » Implementation of this treatment reduces crashes by 51% (WSDOT).
- » 20 years of expected life
- » Estimated \$75,000 per installation
- » The cost of this strategy will depend on the treatment.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S8. Install Right-turn Lane

Setting up right-turn lane may be appropriate in situations where there are an unusually high number of rear-end collisions on a single major road approach. The need for right turn lanes should be assessed on an individual approach basis. It is also important to ensure that the right-turn lanes are of sufficient length to allow vehicles to decelerate and “queue up” before turning, ideally without affecting the flow of through traffic. This treatment addresses rear-end crashes. When considering new right-turn lanes, potential impacts to non-motorized user should be considered and mitigated as appropriate.

Benefit-Cost

- » Implementation of this treatment reduces crashes by up to 8% for all crashes and 17% for fatal/injury crashes (WSDOT).
- » 20 years of expected life
- » Estimated \$300,000 per right turn lane
- » Installing right turn lanes require substantial time for development and construction that can vary the cost.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S9. Install Pedestrian Countdown Signal Heads

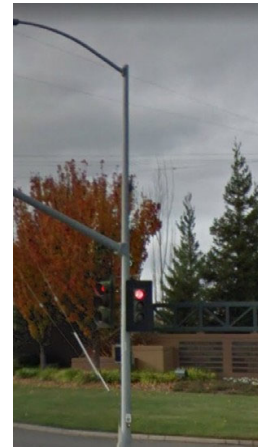
Install at signals that have signalized pedestrian crossing with WALK / DON'T WALK indications and where there have been pedestrian-vehicle crashes. The countermeasure addresses both pedestrian and bicycle collisions. This countermeasure only applies to "Ped & Bike" crashes occurring in the intersection/crossing with the new countdown heads.

Benefit-Cost

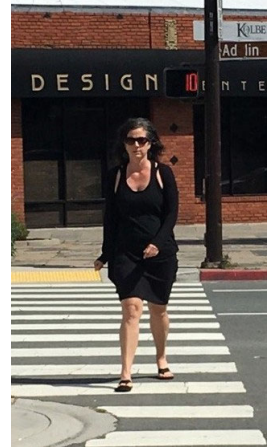
- » Implementation of this treatment reduces pedestrian crashes by 70% (WSDOT).
- » 20 years of expected life
- » Estimated \$1,500 per signal head (does not include push button or pole cost)
- » Costs and time of installation will vary based on the number of intersections included in this strategy and if it requires new signal controllers capable of accommodating the enhancement. This countermeasure can be effectively and efficiently implemented using a systematic approach with numerous locations, resulting in moderate cost projects that are more appropriate to seek state or federal funding.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



S10. Flashing Yellow Arrow Left Turn Signal

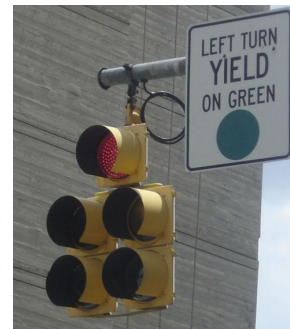
Flashing yellow arrow (FYA) traffic signals feature a flashing yellow arrow in addition to the standard red, yellow, and green arrows. When illuminated, the flashing yellow arrow allows waiting motorists to make a left-hand turn after yielding to oncoming traffic.

A national study demonstrated that drivers found flashing yellow left-turn arrows more understandable than traditional yield-on-green indications (green ball). Flashing yellow arrow treatment at signalized intersections can reduce the likelihood of left-turn crashes during permissive left-turn phasing. They can be used in either permissive-only or protected-permissive left-turn phasing schemes.

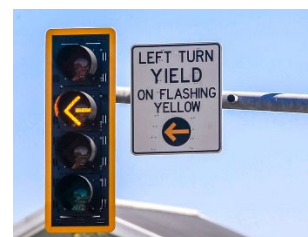
Benefit-Cost

- » Implementation of this treatment reduces left turn crashes by 19% (WSDOT).
- » 10 years of expected life
- » Estimated \$200,000 per intersection (assuming 4 new installations)
- » Depending on the existing signal heads, signal controller, and signal cabinet, this treatment may require a controller replacement, which would increase the cost of installation.

EXISTING CONDITION



IMPLEMENTATION



Sources: FHWA, NACTO, Minnesota DOT

S11. Leading Pedestrian Interval

A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter the crosswalk at an intersection 3-7 seconds before vehicles are given a green indication. Using this “head start,” pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn right or left.

LPIs provide increased visibility of crossing pedestrians and increased likelihood of motorists yielding to pedestrians. This results in reduced conflicts between vehicles and pedestrians, improving intersection safety. LPI is particularly useful at signalized intersections with a high volume of turning movements.

Benefit-Cost

- » Implementation of this treatment reduces pedestrian-vehicle crashes by 13-48% (FHWA, WSDOT, City of Seattle).
- » 10-20 years of expected life
- » Estimated \$200-10,000 (based on whether existing controller can accommodate the change)

Sources: FHWA, City of Seattle, WSDOT

IMPLEMENTATION



Countermeasures for Non-Signalized Intersections

NS1. Add Intersection Lighting

Effective at unsignalized intersections that have a disproportionate number of nighttime crashes and do not currently have lighting. This treatment improves the safety of the intersection during nighttime by making drivers more aware of the surroundings at the intersection, enhancing driver's available sight distances and improving the visibility of non-motorists. This countermeasure only applies to night crashes (all types) occurring within limits of the proposed roadway lighting 'engineered' area.

Benefit-Cost

- » Implementation of this treatment reduces nighttime injury crashes by 38% and nighttime pedestrian crashes by 42% (WSDOT).
- » 20 years of expected life
- » Estimated \$8,000 per intersection
- » Cost variation based on cost for lighting installation and an ongoing maintenance and power cost.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



NS2. Convert to All-way Stop Control

Applicable at unsignalized intersection locations (currently with two-way stop control or two-way yield control) with a crash history and have no controls on the major roadway approaches. The all-way stop control is suitable only at intersections with moderate and relatively balanced volume levels on the intersection approaches. This treatment addresses to all type of crashes and only applies to crashes occurring in the intersection and /or influence area of the new control. All-way stop warrant should be considered.

Benefit-Cost

- » Implementation of this treatment reduces crashes by 18-75% (ODOT).
- » 10 years of expected life.
- » Estimated \$5,000 per intersection.
- » Cost variation based on numbers of locations.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



NS3. Install Roundabout

Effective at intersections that have a high frequency of right-angle and left-turn type crashes, primarily at unsignalized intersections with moderate-volumes. This countermeasure only applies to crashes occurring in the intersection and/or influence area of the new control and is not eligible for use at existing all-way stop intersections.

Benefit-Cost

- » Implementation of this treatment at 2-way stop controlled intersection reduces crashes by 25% and fatal/injury crashes by 35% (WSDOT).
- » 20 years of expected life.
- » Estimated \$750,000 per intersection.
- » Cost variation based on the environmental process, right-of-way acquisition and implementation under an agency's long-term capital improvement program.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



NS4. Implement Unsignalized Intersection Signing and Marking Improvements

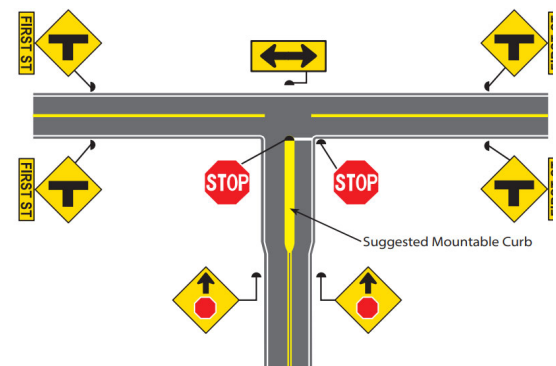
Target unsignalized intersections with patterns of rear-end, right-angle, or turning collisions related to lack of driver awareness of the presence of the intersection. The set of low-cost countermeasures is designed to increase drivers' alertness to the presence of the intersection and reduce potential conflicts with other entering vehicles. These treatments can include advanced intersection warning signs, oversized signs, doubled-up signs, stop ahead signs or painted on side street to supplement STOP sign.

Benefit-Cost

- » Implementation of this treatment reduces crashes by 25% (WSDOT).
- » 10 years of expected life.
- » Estimated \$700 per intersection.
- » Cost variation based on the number of signs.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



NS5. Install Transverse Rumble Strips

Transverse rumble strips are installed in the travel lane for providing an auditory and tactile sensation for each motorist approaching the intersection. They can be used at any stop or yield approach intersection, often in combination with advance signing to warn of the intersection ahead. This countermeasure applies to all crashes occurring on the approach / influence area of the new rumble strips.

Benefit-Cost

- » Implementation of this treatment reduces all crashes by up to 6% and fatal/injury crashes by 7% (WSDOT).
- » 10 years of expected life.
- » Estimated \$5,000 per intersection.
- » Cost variation based on the length of the rumble strips.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



NS6. Install Raised Median

Used at Intersections noted as having turning movement crashes near the intersection as a result of insufficient access control. Application of this countermeasure should be based on current crash data and a clearly defined need to restrict or accommodate the movement. Angle crashes are addressed through this countermeasure. When agencies opt to install landscaping in conjunction with new raised medians, these locations must be excluded from their federally funded HSIP application scope. This countermeasure only applies to crashes occurring on the approaches / influence area of the new raised median.

Benefit-Cost

- » Implementation of this treatment reduces all crashes by up to 39% and fatal/injury crashes by 44% (WSDOT).
- » 20 years of expected life.
- » Estimated \$200,000+ (depends on length, right-of-way, and surface treatment).
- » Cost variation based on the size of the new median.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



NS7. Install Right-turn Lane

Applicable when many collisions at unsignalized intersections are related to right-turn maneuvers. This countermeasure provides exclusive right-turn lanes, particularly on high-volume and high-speed major-road approaches to minimizing the collisions and applies to crashes occurring on the approaches / influence area of the new right-turn lanes.

Benefit-Cost

- » Implementation of this treatment reduces all crashes by up to 8% and fatal/injury crashes by 17% (WSDOT).
- » 20 years of expected life.
- » Estimated \$200,000 per intersection.
- » Cost variation based on how wide the new right turn lane.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



NS8. Install Enhanced Pedestrian Crossing with

Advanced Features

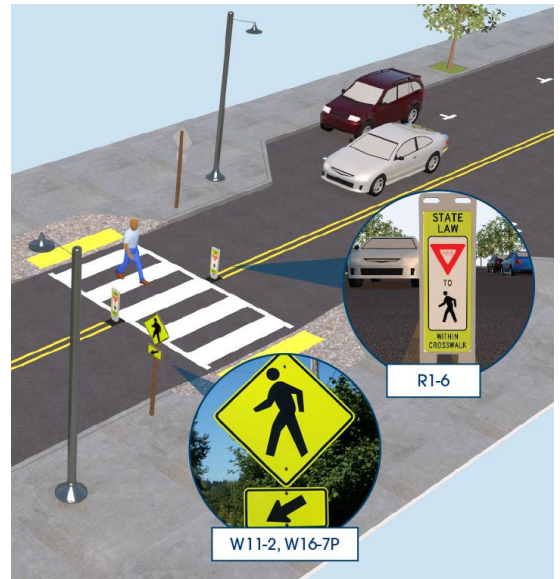
Applicable at non-signalized intersections without a marked crossing, where pedestrians are known to cross, that involve significant vehicular traffic. They are important at school crossings and intersections with right and/or left turns pockets. Rectangular rapid flashing beacons (RRFBs), overhead flashing beacons, curb extensions, advanced stop or yield lines and other safety features should be added to complement the standard crossing elements. This countermeasure reduced pedestrian crashes occurring in the crossing (influence area) with the new enhanced safety features.

Benefit-Cost:

- » Implementation of this treatment reduces pedestrian crashes by 40% (WSDOT).
- » 20 years of expected life
- » Estimated \$ 50,000 per intersection
- » Cost variation based on the length of the pedestrian crossing and the amount of safety signs.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



NS9. Install Pedestrian Crossing (signs and markings only)

Applicable when many collisions at unsignalized intersections are related to left-turn maneuvers. This countermeasure provides exclusive left-turn lanes, particularly on high-volume and high-speed major-road approaches to minimizing the collisions. This countermeasure applies to crashes occurring on the approaches /influence area of the new left- turn lanes, but is not eligible for use at existing all-way stop intersections.

Benefit-Cost

- » Implementation of this treatment reduces pedestrian crashes by 40% (WSDOT).
- » 20 years of expected life
- » Estimated \$200,000 per intersection
- » Cost variation based on how wide the new left lane.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



Countermeasures for Roadway Segments

R1. Add Segment Lighting

Applied to night-time crashes. In particular, patterns of rear-end, right-angle, turning or roadway departure collisions on the roadways may indicate that night-time drivers can be unaware of the roadway characteristics. This treatment addresses only to all night type crashes.

Benefit-Cost

- » Implementation of this treatment reduces injury crashes by 28% (HSM).
- » 20 years of estimated life
- » Estimated \$8,000 per installation
- » Cost variation depending if lighting connected to signal box.

Sources: CA-Local Roadway Safety Manual, Highway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



R2. Remove or Relocate Fixed Objects

Applicable to known locations or roadway segments prone to collisions with fixed objects such as utility poles, drainage structures, trees, and other fixed objects, such as the outside of a curve, end of lane drops, and in traffic islands. This treatment addresses fixed object crashes that occur within the current clear zone.

Benefit-Cost

- » Implementation on this treatment reduces run off road crashes by 38% (WSDOT).
- » 20 years of expected life
- » Varies. Up to estimated \$50,000 per deployment
- » Costs will generally be low, assuming that in most cases the objects to be removed are within the right-of-way.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



R3. Install Guardrail

Guardrail is installed to reduce the severity of lane departure crashes. This treatment addresses fixed object and run-off road crashes. Its value in reducing collisions should only be applied to locations where past crash data or engineering judgement suggests the guardrail may result in a few or less severe crashes because the guardrail itself is a fixed object.

Benefit-Cost

- » Implementation on this treatment reduces run off road crashes by 7-34% (ODOT).
- » 20 years of expected life
- » Estimated \$50,000 per installation

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



R4. Install Roadside Impact Attenuators

Impact attenuators are typically used to shield rigid roadside objects such as concrete barrier ends, steel guardrail ends and bridge pillars from oncoming automobiles. This treatment addresses fixed object and run-off road that occur with the limits of the new attenuators. This countermeasure and corresponding collision reduction benefits should only be applied to locations where past crash data or engineering judgement applied to existing conditions suggests the upgraded attenuators may result in a few or less severe crashes.

Benefit-Cost

- » Implementation of this treatment reduces crashes by 25%.
- » 10 years of expected life
- » Estimated \$5,000 for steel railing, \$2,500 for traffic barrels
- » Costs depending on the scope of the project, type(s) used, and associated ongoing maintenance costs.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



R5. Add 2 ft Paved Shoulder

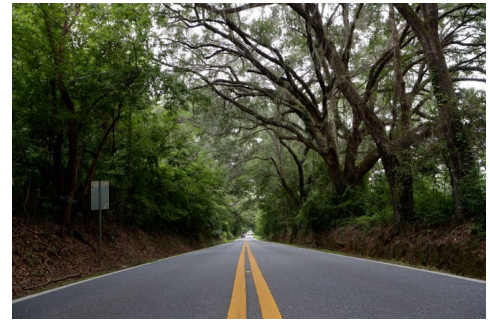
Installed in roadways that have a frequent incidence of vehicles leaving the travel lane resulting in an unsuccessful attempt to reenter the roadway. The probability of a safe recovery is increased if an errant vehicle is provided with an increased paved area in which to initiate such a recovery. This type of countermeasure addresses Fixed object, Run-off Road, and Sideswipe collisions.

Benefit-Cost

- » Implementation on this treatment reduces crashes by 5-13% (ODOT).
- » 20 years of expected life.
- » Estimated \$150,000 (cost depends on need for right-of-way or if roadside modification is needed).
- » Shoulder widening costs would depend on whether new right-of-way is required and whether extensive roadside modification is needed. Since shoulder widening can be a relatively expensive treatment, one of the keys to creating a cost-effective project with at least a medium B/C ratio is targeting higher-hazard roadways.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



R6. Add Unpaved Shoulder

Appropriate to roadways with a frequent incidence of vehicles leaving the travel lane resulting in an unsuccessful attempt to reenter the roadway. This countermeasure addressed all types of crashes. Unless shoulder widening requires additional right-of-way and environmental impacts, these treatments can be implemented in a relatively short timeframe. This countermeasure only applies to crashes occurring within the limits of the new shoulder.

Benefit-Cost

- » Implementation on this treatment reduces crashes by 3-6% (ODOT).
- » 20 years of expected life
- » Estimated \$50,000 (varies)
- » The cost of adding a navigable non-paved shoulder would depend whether extensive roadside modification and shoulder stabilization are required.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



R7. Install Chevron Signs on Horizontal Curves

Set up on roadways that have an unacceptable level of crashes on relatively sharp curves during periods of light and darkness. Ideally this type of safety countermeasure would be combined with other sign evaluations and upgrades (install warning signs, delineators, markers, beacons, and relocation of existing signs per MUTCD standards). This treatment can address all types of crashes; but, specifically, run-offroad crashes occurring near curves. This treatment only applies to crashes occurring within the influence area of the new signs (i.e. only through the curve).

Benefit-Cost:

- » Implementation of this treatment reduces crashes by 64% (WSDOT).
- » 10 years of expected life.
- » Estimated \$1,000 per curve
- » Costs for implementing this strategy are nominal and depend on the number of signs. When considered at a single location, these low-cost improvements are usually funded through local funding by local maintenance crews. However, this treatment can be effectively and efficiently implemented using a systematic approach with numerous locations, resulting in moderate cost projects that are more appropriate to seek state or federal funding.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



R8. Add Speed Feedback Signs

This type of treatment addresses all crashes caused by motorist traveling too fast, including horizontal curves. Before choosing this treatment, the agency needs to confirm the ability to provide power to the site (solar may be an option).

Benefit-Cost

- » Implementation on this treatment reduces crashes by 46% (WSDOT).
- » 10 years of expected life
- » Estimated \$20,000-100,000
- » Cost varies by type of implementation.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



R9. Install Edge Line and Centerline Pavement Marking

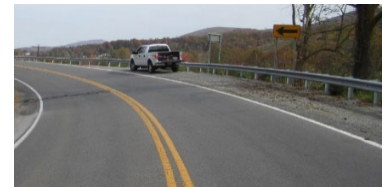
Applicable on any road with a history of run-off-road right, head-on, opposite-direction-sideswipe, or run-off-road-left crashes is a candidate for this treatment. This treatment addresses all types, specifically impacts head-on and run-off road crashes. It only applies to crashes occurring within the limits of the new centerlines and/or edge lines. The treatment is not intended to be used for general maintenance activities (i.e. the replacement of existing striping) and must include upgraded safety features over the existing striping. For two lane roadways allowing passing, a striping audit must be done to ensure the passing limits meeting the MUTCD standards. Both the centerline and edge lines are expected to be upgraded.

Benefit-Cost

- » Implementation on this treatment reduces run off road, opposite direction and nighttime crashes by 21% (WSDOT).
- » 10 years of expected life
- » Estimated \$4,000 (depends on number and length of segment, as well as striping material)
- » Costs for implementing this strategy are nominal and depend on the number and length of segment as well as the striping material (paint, thermoplastic, etc.). This countermeasure can be effectively implemented using a systemic approach with numerous and long locations.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



R10. Install No Passing Zone

Installed on roadways that have a high percentage of head-on crashes suggesting that many head-on crashes may relate to failed passing maneuvers. No Passing Zones should be installed where drivers' "passing sight distance" is not available due to horizontal or vertical obstructions. This treatment addresses all types of crashes that occur when drivers cannot differentiate the centerline markings between passing and no-passing area. This treatment only applies to crashes occurring within the limits of the new or extended no-passing zones.

Benefit-Cost

- » Implementation of this treatment reduces crashes by 45%.
- » 10 years of expected life
- » Estimated \$2,000 (varies)
- » When considered at a single location, these low cost improvements are usually funded through local funding by local maintenance crews. However, This treatment can be effectively and efficiently implemented using a systematic approach with numerous and long locations, resulting in low to moderate cost projects that are more appropriate to seek state or federal funding.

IMPLEMENTATION



R11. Install Centerline Rumble Strips/Stripes

Center Line rumble strips/stripes should be used on segments with a history of head-on crashes. This treatment addresses head-on and opposite-direction side-swipe crashes by alerting drivers who travel into the oncoming travel lane.

Benefit-Cost

- » Implementation of this treatment reduces crashes by 20%.
- » 10 years of expected life
- » Estimated \$3,000 per mile
- » Costs for implementing this strategy are nominal and depend on the number and length of locations.

IMPLEMENTATION



Sources: CA-Local Roadway Safety Manual

R12. Install Edge Line Rumble Strips/Stripes

Shoulder and edge line milled rumble strips/stripes should be used on roads with a history of roadway departure crashes. This treatment addresses run-off road crashes by providing an auditory and tactile warning when driven on, alerting drivers drifting outside their travel lanes.

Benefit-Cost

- » Implementation of this treatment reduces opposite direction crashes by 40% and fatal/injury crashes by 8%.
- » 10 years of expected life
- » Estimated \$3,000 per mile
- » Costs for implementing this strategy are nominal and depend on the number and length of locations.

IMPLEMENTATION



Sources: CA-Local Roadway Safety Manual

R13. Rail Crossing Treatments

Four Quadrant Gates extend across all roadway lanes on both the approach and the departure side of the crossing. Unlike two-quadrant gate systems, four-quadrant gates provide additional visual constraints and inhibit most traffic movements over the crossing after the gates have been lowered. Safe guards are put in place to ensure vehicles are not trapped on the tracks.

Wayside Horns can be used as an adjunct to train-activated crossing warning systems to provide audible warning of an approaching train for traffic on each approach to the highway-rail crossing. A wayside horn system consists of a horn or series of horns located at a public highway-rail crossing and directed at oncoming motorists. The wayside horn system simulates a train horn and sounds at a minimum of 15 seconds prior to the train's arrival at the highway-rail crossing, until the lead locomotive has traversed the crossing. It is typically used at locations where the train horn is not sounded.

Benefit-Cost

- » Quantified benefits unknown.
- » 10 Years of expected life
- » Estimated \$700,000 for four quadrant gate system
- » Estimated \$500,000 for wayside horn system

Sources: FHWA, FRA

IMPLEMENTATION



Four Quadrant Gate



Wayside Horn

R14. No Passing Zone Signs

A No Passing Zone, indicated by a solid yellow line on the left side of the driver's direction of travel, indicates a zone through which sight distance is restricted or where other conditions make overtaking and passing inappropriate. No Passing Zones are regulatory and legally enforceable.

In situations where head-on collision history is observed, a NO PASSING ZONE pennant can provide additional information to drivers at the beginning of the No Passing Zone, discouraging passing maneuvers. The NO PASSING ZONE sign is installed on the left side of the roadway.

Additionally, DO NOT PASS signs can be added as a supplement to No Passing Zone pavement markings to emphasize the restriction on passing. It can be installed at the beginning of, and at intervals within, the No Passing Zone.

Benefit-Cost

- » Quantified benefits unknown.
- » 10 Years of expected life
- » Estimated \$200 per sign

Sources: FHWA

IMPLEMENTATION



Figure Links

S1a <https://www.aaroads.com/california/ca-238.html> S1b <https://www.aaroads.com/california/ca-262.html>
S2a <https://safety.fhwa.dot.gov/provencountermeasures/lighting.cfm>
S2b <http://wishstv.com/2016/02/16/new-traffic-signals-aim-to-reduce-crashes/>
S3a <http://www.k-state.edu/roundabouts/ada/news/USNews.htm>
S3b <https://parade.com/19072/marilynvossavant/what-would-traffic-light-synchronization-cost/>
S4a <https://www.fhwa.dot.gov/publications/research/safety/09036/index.cfm>
S4b <http://www.madriverunion.com/samoa-boulevard-traffic-light-system-changed-up/>
S5a <https://dohanews.co/qatars-civil-defense-junction-is-now-a-proper-intersection/>
S5b <http://www.gulf-times.com/story/461946/Ashghal-opens-signal-controlled-intersection-on-New-Rayyan-Road>
S6a <http://www.cochraneagle.com/article/Cochrane-families-celebrate-cultural-diversity-20170803>
S6b https://rspcb.safety.fhwa.dot.gov/noteworthy/html/edccasestudy_ky.aspx
S7a <https://bouldercolorado.gov/transportation/median-maintenance>
S7b Unknown
S8a Google Streetview
S8b <https://nacto.org/publication/urban-bikeway-design-guide/intersection-treatments/through-bike-lanes/>
S9a Google Streetview
S9b Google Streetview
S10 <https://www.sacbee.com/news/local/article239121918.html>
S11 https://safety.fhwa.dot.gov/provencountermeasures/lead_ped_int.cfm

NS1a Google Streetview
NS1b Google Streetview
NS2a Google Streetview
NS2b <http://www.ite.org/uiig/types.asp>
NS3a <https://www.flickr.com/photos/repowers/2933707788/>
NS3b Google Streetview
NS4a <https://alchemistsdiary.wordpress.com/2017/07/22/>
NS4b https://safety.fhwa.dot.gov/intersection/other_topics/fhwasa09020/fhwasa09020.pdf
NS5a http://www.cleveland.com/berea/index.ssf/2012/11/berea_changes_stop_sign_parkin.html
NS5b <https://radiobintangsembilan.com/2016/03/07/hindari-kecelakaan-anak-sekolah-warga-minta-garis-kejut/>
NS6a <http://www.jurist.org/hotline/2014/03/zachary-heiden-maine-panhandling.php>
NS6b https://www.edmonton.ca/transportation/on_your_streets/neighbourhood-traffic-concerns.aspx
NS7a Google Streetview
NS7b <https://ux.stackexchange.com/questions/42867/how-does-the-projection-angle-of-road-arrows-change-drivers-expectations-of-the>
NS8a https://en.wikipedia.org/wiki/Uncontrolled_intersection
NS8b <https://safety.fhwa.dot.gov/provencountermeasures/crosswalk-visibility.cfm>
NS9a Google Streetview
NS9b <https://nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards/major-street-crossing/>

R1a <https://www.shutterstock.com/nb/video/clip-9830723-4k-driving-car-on-highway-roadway-night>
R1b <https://www.wsdot.wa.gov/research/reports/fullreports/847.1.pdf>
R2a Google Streetview
R2b Google Streetview
R3a Google Streetview
R3b https://www.reddit.com/r/funny/comments/4zcplq/a_local_plumbers_truck_decal/
R4a Unknown
R4b <http://lslee.com/attenuators/Impact-Attenuators>
R5a Unknown
R5b https://safety.fhwa.dot.gov/ped_bike/tools_solve/fhwasa11018/
R6b <https://www.fhwa.dot.gov/publications/research/safety/15030/009.cfm>

R7b https://safety.fhwa.dot.gov/provencountermeasures/enhanced_delineation.cfm
R8b <https://www.fhwa.dot.gov/publications/research/safety/15030/009.cfm>
R9b <https://www.fhwa.dot.gov/publications/research/safety/15030/009.cfm>
R10b <https://www.shutterstock.com/nb/search/double+yellow+lines>
R11b https://safety.fhwa.dot.gov/roadway_dept/pavement/rumble_strips/bike_ig/
R12b https://safety.fhwa.dot.gov/roadway_dept/pavement/rumble_strips/bike_ig/
R13a https://cms.cityoftacoma.org/PublicWorks/RR_Crossing/Dome_OldTown/Option4_S_C_St_Poster_1of2.pdf
R13b https://safety.fhwa.dot.gov/hsip/xings/com_roaduser/fhwasa18040/
R14a https://safety.fhwa.dot.gov/older_users/fhwasa15088/ch4.cfm
R14b <https://driving-tests.org/road-signs/do-not-pass-sign/>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2022-34, Authorizing Submittal of a Grant Application to the Washington State Library for Voluntary Online Patron Reading Progress Services

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

2022-34

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-34, authorizing the City Manager or designee to submit a grant application to the Washington State Library for voluntary online patron reading progress services.

Summary:

The Richland Public Library utilizes an application called Beanstack to support patron reading challenges. The application allows patrons to monitor their online reading progress to complete challenges and earn prizes from the Richland Public Library. This grant from the Washington State Library would partially cover the expense of the service for patron benefit for a three-year period. The program is voluntary for patrons, and the City will not have access to patron data.

No matching funds are required.

Staff recommends adoption of Resolution No. 2022-34.

Fiscal Impact:

The state grant will fund up to \$1,000 per year for three (3) years of Beanstack voluntary online patron reading progress services. No matching funds are required.

Attachments:

- I. Resolution No. 2022-34

RESOLUTION NO. 2022-34

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE WASHINGTON
STATE LIBRARY'S ONLINE TRACKING SERVICE GRANT FOR
REIMBURSEMENT OF ONLINE READING PROGRESS SERVICES
THROUGH THE BEANSTACK APPLICATION.**

WHEREAS, the Washington State Library received funds from the federal Institute of Museum and Library Services Association to be dispersed to public and tribal libraries to support the use of online reading progress services; and

WHEREAS, the Richland Public Library is currently providing patrons with a voluntary online reading progress service, Beanstack, to log their reading activity and participate in online activities; and

WHEREAS, the Washington State Library's Online Tracking Service Grant is non-competitive and offers reimbursement of up to \$1,000 per year for three (3) years for all eligible libraries to use towards new and existing online reading progress services; and

WHEREAS, online reading progress services provide additional opportunities for library patrons to engage with the library both virtually and in person through reading challenges and supplemental digital activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a non-competitive grant application to the Washington State Library for reimbursement of funds used to pay for an online reading progress service, Beanstack, for up to \$1,000 a year for three (3) years.

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 March, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-31, Relinquishing an Access and Utility Easement lying within Lots 1, 2, 3 and 4 of Short Plat 2214 along Bradley Boulevard

Department:
Public Works

Ordinance/Resolution Number:
2022-31

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-31, authorizing the City Manager to sign and execute documents necessary to relinquish portions of an access and utility easement lying within lots 1, 2, 3, and 4 of Short Plat 2214 along Bradley Boulevard.

Summary:

The property owner of lots 1, 2, 3 and 4 of Short Plat 2214 along Bradley Boulevard has requested relinquishment of a certain portion of a public access and utility easement. The easement being relinquished is no longer needed for municipal purposes.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. Notice of a public hearing to be held on March 1, 2022 was published, inviting public testimony regarding this surplus action.

Barring any compelling testimony to the contrary, staff recommends adoption of Resolution No. 2022-31.

Fiscal Impact:

The property owner will pay document recording fees required by this transaction.

Attachments:

- I. Resolution No. 2022-31

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF AN ACCESS AND UTILITY
EASEMENT ALONG BRADLEY BOULEVARD.**

WHEREAS, the property owner has requested relinquishment of a certain portion of a public easement initially intended for access and utility purposes lying along Bradley Boulevard; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes; and

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

WHEREAS, on February 27, 2022, notice was published that a public hearing would be held on March 1, 2022 to take public testimony regarding this surplus action.

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

A portion of the access and utility easement lying across property commonly known as lots 1, 2, 3, and 4 of Short Plat 2214, Richland, Washington, and recorded under Benton County Auditor's File No. 95-21197, as depicted by hatching on **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to release the City's interest in the specific portions of the public utility easement described herein and depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

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

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

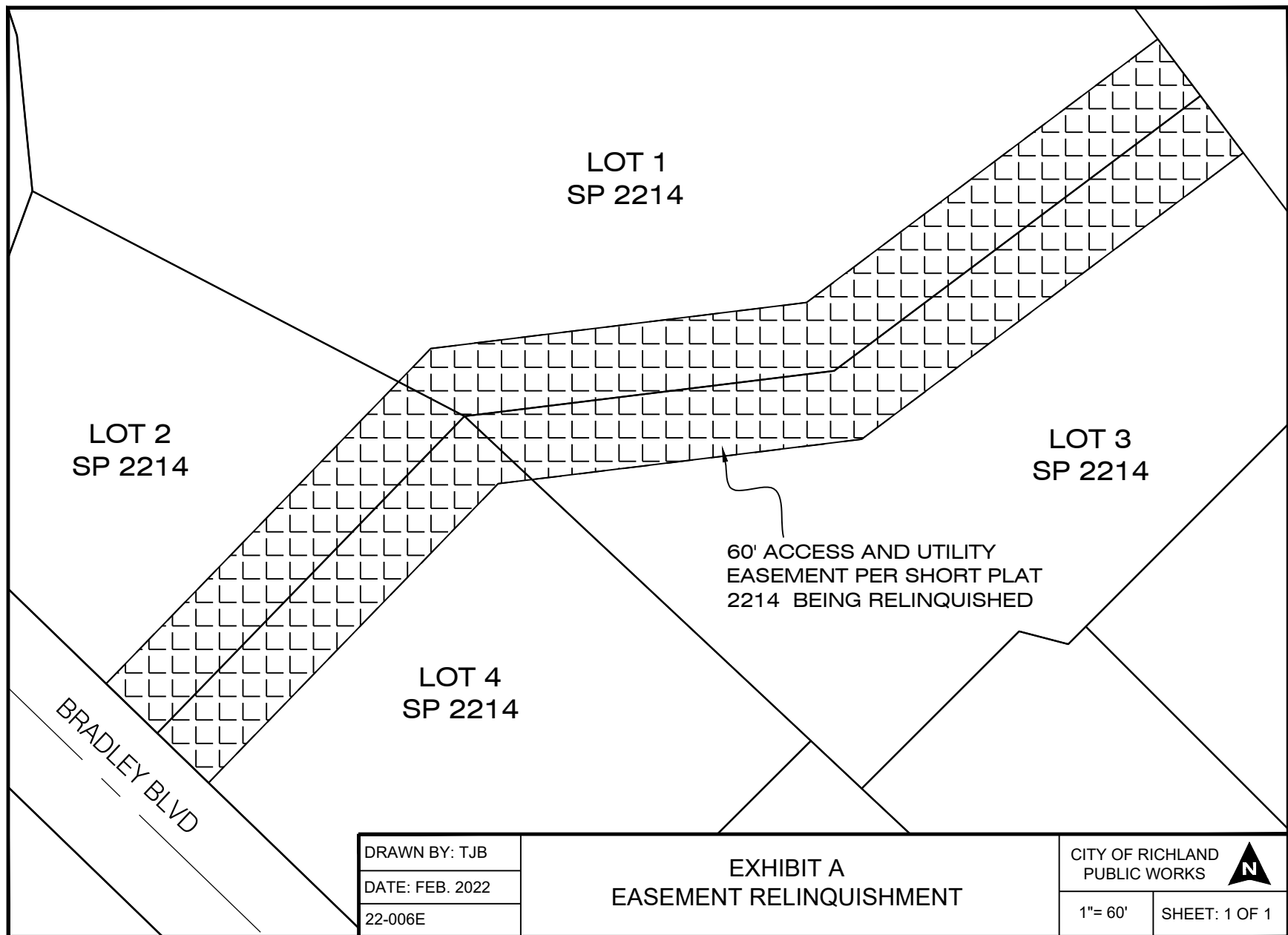
Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-32, Relinquishing a Public Utility Easement at 1409 Stevens Drive

Department:
Public Works

Ordinance/Resolution Number:
2022-32

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-32, authorizing the City Manager to sign and execute documents necessary to relinquish portions of a public utility easement located at 1409 Stevens Drive.

Summary:

Property owner Charlene Wolf has requested relinquishment of a certain portion of a public utility easement at 1409 Stevens Drive to enable expansion of existing structures. The easement is no longer needed for municipal purposes.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. Notice of a March 1, 2022 public hearing was published, inviting public testimony regarding this surplus action.

Barring any compelling public testimony to the contrary, staff recommends adoption of Resolution No. 2022-32.

Fiscal Impact:

The property owner will pay document recording fees required by this transaction.

Attachments:

- I. Resolution No. 2022-32

RESOLUTION NO. 2022-32

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF A UTILITY EASEMENT ALONG
STEVENS DRIVE.**

WHEREAS, the property owner at 1409 Stevens Drive, Charlene Wolf, has requested that a certain portion of a public easement be relinquished to enable expansion of existing structures; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes; and

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

WHEREAS, on February 27, 2022, notice was published that a public hearing would be held on March 1, 2022 to take public testimony regarding this surplus action.

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

A portion of the access and utility easement lying across property commonly known as 1409 Stevens Drive, Richland, Washington, and recorded under Benton County Auditor's File No. 356196, as depicted by hatching on **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to release the City's interests in the specific portions of public utility easements described herein and depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

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

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

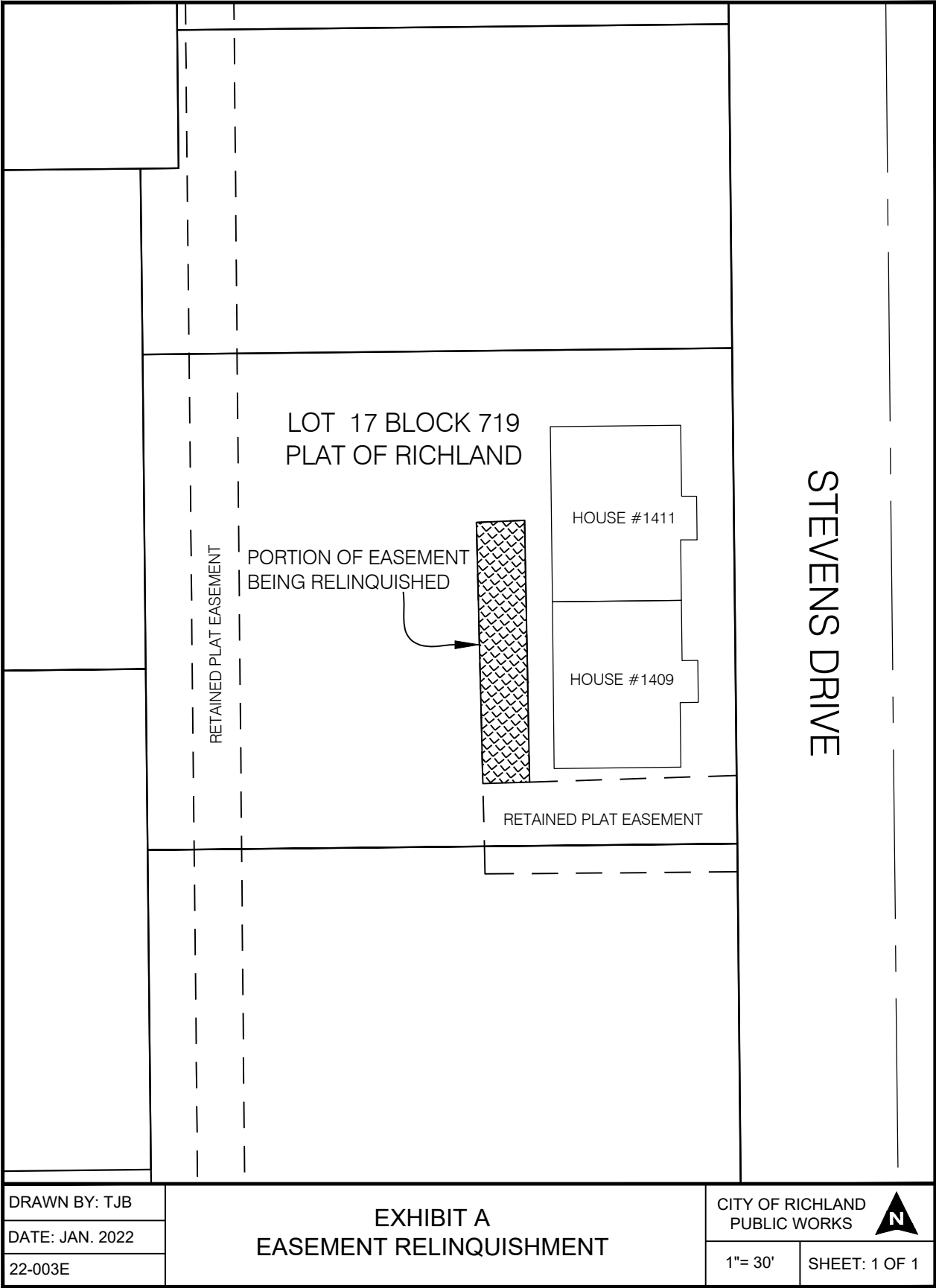
Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/1/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2022-35, Ratifying a Purchase and Sale Agreement for Purchase of 515 George Washington Way

Department:
Development Services

Ordinance/Resolution Number:
2022-35

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-35, ratifying a purchase and sale agreement for purchase of 515 George Washington Way and authorizing the City Manager to execute and deliver all documents necessary to complete the acquisition.

Summary:

As part of the City Council's Strategic Leadership Plan and vision for the downtown core, the property located at 515 George Washington Way (former Economy Inn) was identified as a key gateway property for acquisition. The City's Economic Development Division has negotiated the purchase of this property for the purpose of future municipal needs and economic development needs.

An offer of \$1,200,000.00 was made and accepted by the owners, MD Sayed Ali and Jasmine Ali. The ratification of this agreement will start the sixty-day feasibility period to evaluate the site for potential concerns or hazards.

Staff recommends adoption of Resolution No. 2022-35.

Fiscal Impact: The purchase price of \$1,200,000 is available in the 2022 Budget for land acquisition.

Attachments:

I. Resolution No. 2022-35

RESOLUTION NO. 2022-35

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING PURCHASE OF 515 GEORGE WASHINGTON
WAY BY NEGOTIATED AGREEMENT FOR THE PURPOSE OF
REDEVELOPMENT.**

WHEREAS, the acquisition of key properties for long-term critical infrastructure, economic development, and facility needs has been identified by the Richland City Council as a core strategy in its Strategic Leadership Plan; and

WHEREAS, the strategic priorities of the City include increasing economic vitality and enhancing neighborhood and community safety, particularly in Richland's Central Business District; and

WHEREAS, 515 George Washington Way, which is prominently located at the gateway to Richland, is available for purchase; and

WHEREAS, the City anticipates future municipal need for this site, to include possible relocation of Fire Station 71 or another municipal purpose; and

WHEREAS, the City of Richland and MD Sayed Ali and Jasmine Ali have negotiated the purchase and sale of the 41,936 square-foot property located at 515 George Washington Way for \$1,200,000; and

WHEREAS, sufficient funds were set aside in the 2022 Budget for land acquisition.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the purchase and sale agreement executed by the Richland City Manager attached hereto as **Exhibit A** is hereby ratified.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute and deliver all additional documents necessary to complete acquisition of the property.

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 March, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Tippett Company of Washington LLC
 2815 Saint Andrews Lp
 Pasco, WA 99302
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 Fax: 509-545-1689

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Form: PS_1A
 Purchase & Sale Agreement
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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences

SPECIFIC TERMS

Reference Date: February 17, 2022

Offer Expiration Date: 5:00pm (the third day after Reference Date, if not completed)

1. **PROPERTY:** The Property is legally described on Exhibit A. Address: 515 George Washington Way
 City of Richland, Benton County, Washington. Tax Parcel No(s): 111984020557004
Included Personal Property: ☒ None; ☐ If on and used in connection with the Property, per Section 25
 (None, if not completed).
2. **BUYER(S):** City of Richland
 a(n) Municipal Corporation
3. **SELLER(S):** MD Sayed Ali and Jasmine Ali
 a(n) _____
4. **PURCHASE PRICE:** \$ 1,200,000 Dollars
 Payable as: ☒ Cash; ☐ Financing (attach CBA Form PS_FIN); ☐ Other: _____
5. **EARNEST MONEY:** \$ 10,000 Dollars; Held by: ☐ Selling Firm; ☒ Closing Agent
Form of Earnest Money: ☐ Wire/Electronic Transfer; ☒ Check; ☐ Note (attach CBA Form PS_EMN); ☐
 Other: _____
Earnest Money Due Date: ☒ seven (7) after the ratification by Richland City Council as provided herein.
days after Mutual Acceptance; ☐ _____ days after the Feasibility Contingency Date; or ☐ _____
6. **FEASIBILITY CONTINGENCY DATE:** ☐ _____; ☒ 60 days (30 days after Mutual Acceptance if not completed.)
7. **CLOSING DATE:** ☐ _____; ☒ 30 days days after waiver of Feasibility Contingency
8. **CLOSING AGENT:** Nancy Hirai - Chicago Title
9. **TITLE INSURANCE COMPANY:** Chicago Title
10. **DEED:** ☒ Statutory Warranty Deed; or ☐ Bargain and Sale Deed.
11. **POSSESSION:** ☒ on closing; ☐ Other: MA (on closing if not completed). EC 2/22/2022
12. **SELLER CITIZENSHIP (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation.
JALI 2.21.22

INITIALS: Buyer EC Date February 18, 2022 Seller MA Date 2.21.22
 Buyer _____ Date _____ Seller _____ Date _____

JALI

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

- 13. BUYER'S DEFAULT:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies.
- 14. SELLER'S DEFAULT:** (check only one) ☒ Recover Earnest Money or Specific Enforcement; ☐ Buyer's Election of Remedies.
- 15. UNPAID UTILITIES:** Buyer and Seller ☒ Do Not Waive (attach CBA Form UA); ☐ Waive
- 16. AGENCY DISCLOSURE:** Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
 Listing Broker represents: ☒ Seller; ☐ both parties
- 17. EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

- | | |
|--|---|
| ☐ Earnest Money Promissory Note, CBA Form EMN | ☐ Back-Up Addendum, CBA Form BU-A |
| ☐ Blank Promissory Note, LPB Form No. 28A | ☐ Vacant Land Addendum, CBA Form VLA |
| ☐ Blank Short Form Deed of Trust, LPB Form No. 20 | ☐ Financing Addendum, CBA Form PS_FIN |
| ☐ Blank Deed of Trust Rider, CBA Form DTR | ☐ Tenant Estoppel Certificate, CBA Form PS_TEC |
| ☐ Utility Charges Addendum, CBA Form UA | ☐ Defeasance Addendum, CBA Form PS_D |
| ☐ FIRPTA Certification, CBA Form 22E | ☐ Lead-Based Paint Disclosure, CBA Form LP-LS |
| ☐ Assignment and Assumption, CBA Form PS-AS | ☐ Other: _____ |
| ☐ Addendum/Amendment, CBA Form PSA | ☐ Other: _____ |

INITIALS:

Buyer <u>EC</u>	Date <u>February 18, 2022</u>	Seller <u>my</u>	Date <u>2.21.22</u>
Buyer _____	Date _____	Seller <u>J. Ali</u>	Date <u>2.21.22</u>



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

18. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):

Contact: Mandy Wallner
Address: 625 Swift Boulevard, MS-19,
Richland WA 99352
Business Phone: (509) 942-7595
Cell Phone: (509) 378-9329
Fax: _____
Email: awallner@ci.richland.wa.us

Selling Firm

Name: Tippett Company of Washington, LLC
Assumed Name: N/A
Selling Broker: Kirt R. Shaffer
Selling Broker DOL License No.: 50402
Firm Address: PO Box 3027, Pasco WA
99302-3027
Firm Phone: (509) 545-3355
Broker Phone: (509) 521-9183
Firm Email: tippettco@tippettcompany.com
Broker Email: kirt@tippettcompany.com
Fax: (509) 545-3355
CBA Office No.: _____
Selling Firm DOL License No.: _____
Copy of Notices to Buyer to :

Name: _____
Company: _____
Address: _____
Business Phone: _____
Fax: _____
Cell Phone: _____
Email: _____

Seller(s):

Contact: _____
Address: _____
Business Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

Listing Firm

Name: WSIC Commercial
Assumed Name: _____
Listing Broker: Greg Markel
Listing Broker DOL License No.: _____
Firm Address: 8901 West Tucannon
Avenue, Suite 110, Kennewick WA 99336
Firm Phone: (509) 735-2255
Broker Phone: (509) 531-4711
Firm Email: _____
Broker Email: wsic@eltopia.com
Fax: (509) 735-6964
CBA Office No.: _____
Listing Firm DOL License No.: _____
Copy of Notices to Seller to :

Name: _____
Company: _____
Address: _____
Business Phone: _____
Fax: _____
Cell Phone: _____
Email: _____

INITIALS:

Buyer
 Buyer

DC

Date February 18, 2022
 Date _____

Seller
 Seller

MA
J. AU

Date
 Date

2.21.22
2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

GENERAL TERMS

- 19. Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, (iv) all unexpired leases and subleases; and (v) all included personal property.
- 20. Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
- 21. Earnest Money.** Selling Broker and Selling Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: ☐ the Selling Firm's pooled trust account (with interest paid to the State Treasurer); or ☐ a separate interest bearing trust account in Selling Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.
- 22. Title Insurance.**
- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
- b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing,

INITIALS:

Buyer
 Buyer

[Signature]

Date February 18, 2022
 Date

Seller
 Seller

[Signature]

J. Ali

Date 2.21.22
 Date

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
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of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within ~~three (3)~~ FIFTEEN (15) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within ~~three (3)~~ FIVE (5) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within ~~two (2)~~ TEN (10) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

- c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

- 23. Feasibility Contingency.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

BUYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONDITIONED UPON RATIFICATION OF THIS AGREEMENT BY THE RICHLAND CITY COUNCIL WITHIN 20 DAYS AFTER MUTUAL ACCEPTANCE. IF THIS AGREEMENT IS NOT RATIFIED BY THE RICHLAND CITY COUNCIL AS PROVIDED HEREIN, THE AGREEMENT SHALL IMMEDIATELY TERMINATE AND BE WITHOUT ANY FURTHER FORCE AND EFFECT, THE EARNEST MONEY SHALL BE PROMPTLY RETURNED TO THE BUYER, AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO THE OTHER.

- a. **Books, Records, Leases, Agreements.** Within _____ days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and

INITIALS:

Buyer
 Buyer

EC

Date February 18, 2022
 Date

Seller
 Seller

Amf

J. ALI

Date
 Date

2.21.22

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 25.

- b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and conditions set forth in this Section 23 after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.
- c. ☐ (check if applicable) **Access Insurance.** Notwithstanding anything in this Section 23 to the contrary, prior to entering the Property and while conducting any inspections pursuant to subsection (b) above, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance.

d. ~~Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto.~~

INITIALS:

Buyer
 Buyer

EC

Date
 Date

February 18, 2022

Seller
 Seller

MA

Date
 Date

2.21.22

J. AL

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
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~~However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.~~

24. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 25(b) and all intangible property transferred pursuant to Section 25(b).

25. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be ☐ \$ _____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 24 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

26. Seller's Underlying Financing. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

INITIALS:

Buyer
 Buyer

EC

Date
 Date

February 18, 2022

Seller
 Seller

MA

Date
 Date

2.21.22

J. ALI

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
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 (CONTINUED)**

- 27. Closing of Sale.** Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three (3)-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.
- 28. Closing Costs and Prorations.** Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 23(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

INITIALS:

Buyer
 Buyer

EC

Date February 18, 2022
 Date

Seller
 Seller

CM

J. AL

Date
 Date

2.21.22

2.21.22



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29. Post-Closing Adjustments, Collections, and Payments. After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.

30. Operations Prior to Closing. Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.

31. Possession.— UPON CLOSING, Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.

INITIALS:

Buyer
 Buyer

EC

Date February 18, 2022
 Date _____

Seller
 Seller

MA
J. ALI

Date
 Date

2.21.22

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

32. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 28 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

INITIALS:

Buyer
 Buyer

[Signature]

Date February 18, 2022
 Date

Seller
 Seller

[Signature]

Date
 Date

2.21.22

[Signature]

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
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- 33. As-Is.** Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 34. Buyer's Representations.** Buyer represents that Buyer is authorized to enter into the Agreement SUBJECT TO ITS RATIFICATION BY THE RICHLAND CITY COUNCIL; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer, SUBJECT TO RATIFICATION OF THIS AGREEMENT BY THE RICHLAND CITY COUNCIL AS PROVIDED ON PAGE 5 HEREIN.
- 35. Claims.** Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.
- 36. Condemnation and Casualty.** Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
- 37. FIRPTA Tax Withholding at Closing.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

INITIALS:

 Buyer
 Buyer

 Date February 18, 2022
 Date

 Seller
 Seller

 Date
 Date

 2.21.22
 2.21.22

J. AL

2.21.22



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38. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Seller shall be deemed delivered only when received by Seller and Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Buyer shall be deemed delivered only when received by Buyer and Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 18. Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

39. Computation of Time. Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.

40. Assignment. Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

41. Default and Attorneys' Fees.

a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:

INITIALS: Buyer DC Date February 18, 2022 Seller MA Date 2.21.22
 Buyer _____ Date _____ Seller J. ALI Date 2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

- i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
 - i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

42. Miscellaneous Provisions.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a

INITIALS: Buyer EC Date February 18, 2022 Seller MA Date 2.21.22
 Buyer _____ Date _____ Seller _____ Date _____

J. ALI

2.21.22



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 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchanged. In addition, notwithstanding Section 40 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

43. Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

44. Confidentiality. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party. PROVIDED, HOWEVER, THAT BUYER IS A PUBLIC AGENCY SUBJECT TO THE WASHINGTON STATE PUBLIC RECORDS ACT, AND MAY BE REQUIRED TO DISCLOSE RECORDS RELATED TO THIS TRANSACTION, INCLUDING BUT NOT LIMITED TO THIS PURCHASE AND SALE AGREEMENT, AS A MATTER OF LAW. ANY SUCH RELEASE SHALL BE WITHOUT LIABILITY TO SELLER UNDER THIS AGREEMENT.

45. Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

INITIALS:

Buyer
 Buyer

EC

Date February 18, 2022
 Date _____

Seller
 Seller

CMF

J. ALI

Date
 Date

2.21.22

2.21.22



Tippett Company of Washington LLC
 2815 Saint Andrews Lp
 Pasco, WA 99302
 Phone: 509-545-3355
 Fax: 509-545-1689

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 Association
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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

46. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of _____ % of the sales price or \$ _____. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of 2.5 % of the sales price or \$ _____. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. Seller and Buyer hereby consent to Listing Firm and Selling Firm receiving compensation from more than one party and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 44 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.

Listing Broker and Selling Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS:

Buyer
 Buyer

SC

Date
 Date

February 18, 2022

Seller
 Seller

MA

Date
 Date

2.21.22

J. ALI

2.21.22



Tippett Company of Washington LLC
2815 Saint Andrews Lp
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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer CITY OF RICHLAND
Printed name and type of entity

Buyer _____
Printed name and type of entity

Buyer [Signature]
Signature and title
JON AMUNDSON, ICMA-CM, CITY MANAGER

Buyer _____
Signature and title

Date signed February 18, 2022

Date signed _____

Seller [Signature]
Printed name and type of entity

Seller JASMINE ALI
Printed name and type of entity

Seller MD SAYED ALI
Signature and title

Seller JASMINE ALI
Signature and title

Date signed 2.21.22

Date signed 2.21.22

INITIALS:

Buyer [Signature]
Buyer _____

Date February 18, 2022
Date _____

Seller [Signature]
Seller _____
J. ALI

Date 2.21.22
Date _____

2.21.22



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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

EXHIBIT A *
[Legal Description]

**EXHIBIT A
LEGAL DESCRIPTION**

A One Quarter interest to Lot 4, Block 557, PLAT OF RICHLAND, according to the Plat thereof recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, EXCEPT portion deeded to the City of Richland August 24, 2006, under Auditor's File No. 2006-027966, and Correction Deed recorded December 13, 2006 under Auditor's File No. 2006-040868.

THIS LEGAL DESCRIPTION IS BASED UPON LAST DEED OF RECORD

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS:

Buyer
Buyer

EC

Date February 18, 2022
Date

Seller
Seller

MA

J. ALI

Date
Date

2.21.22

2.21.22