



Agenda
City Council Regular Meeting
Tuesday, April 5, 2022
Richland City Hall ~ 625 Swift Boulevard
[Zoom](#) - Public Telephone Access: (206) 337-9723 or (253) 215-8782
Meeting ID No. 505 625 7380

This meeting will accommodate virtual and in-person attendance. Those desiring to participate virtually are encouraged to join the meeting via Zoom using the information provided. If you are a virtual participant wishing to provide comments for the Public Hearing and/or Public Comment portion of the meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those virtual participants who register by the 4:00 p.m. deadline will be permitted to speak during the meeting. Individuals attending in-person may offer comments during the Public Hearing and/or Public Comment portions of the meeting at Richland City Hall. The 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.

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- I. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

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

2. Proposed 2022 Budget Amendment in the General, City Streets, Park Reserve, Streets Capital Improvement, Capital Improvement, Fire Station Construction, Park Project Construction, Solid Waste, Stormwater, Medical Services and Equipment Replacement Funds, Ordinance No. 2022-09
 - Brandon Allen, Finance Director
3. Proposed Relinquishment of Utility Easements at 1338 Sacramento Boulevard, Resolution No. 2022-53
 - Pete Rogalsky, Public Works Director
4. Proposed Relinquishment of Utility Easement at 101 Saint Street, Resolution No. 2022-54
 - 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:

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

Ordinances - Second Reading & Passage:

6. Ordinance No. 2022-04, Amending Chapter 9.16 of the Richland Municipal Code related to Noise
 - Heather Kintzley, City Attorney
7. Ordinance No. 2022-10, Amending Chapter 17.56 of the Richland Municipal Code related to Sewer Rates and Charges
 - Pete Rogalsky, Public Works Director
8. Ordinance No. 2022-11, Amending Title 18 of the Richland Municipal Code related to Water Rates
 - Pete Rogalsky, Public Works Director
9. Ordinance No. 2022-13, Approving the Rezone of 9.4 Acres Located at 2500 Chester Road from Agriculture (AG) to General Business (C-3)
 - Mike Stevens, Planning Manager

Resolutions - Adoption:

10. Resolution No. 2022-30, Authorizing an Interlocal Agreement with the Port of Benton for Street and Airport Maintenance Efforts
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2022-38, Authorizing Award of Bid to Big D's Construction of Tri-Cities, Inc for the 2022 ADA Ramps Project
 - Pete Rogalsky, Public Works Director
12. Resolution No. 2022-39, Authorizing Award of Bid to VSS International, Inc. for the 2022 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
13. Resolution No. 2022-40, Authorizing Award of Bid to VSS International, Inc. for the 2022 Microsurfacing Project
 - Pete Rogalsky, Public Works Director
14. Resolution No. 2022-42, Authorizing an Interlocal Agreement with the Benton Franklin-Health District and the Cities of Kennewick, Pasco and West Richland for Algal Bloom Screening Laboratory Services
 - Pete Rogalsky, Public Works Director
15. Resolution No. 2022-43, Authorizing a Consultant Agreement with Parametrix, Inc. for the 2022 Environmental Monitoring at the Horn Rapids Landfill
 - Pete Rogalsky, Public Works Director
16. Resolution No. 2022-44, Authorizing Award of Bid to Big D's Construction of Tri Cities, Inc. for the Columbia Park Trail and Leslie Stormwater Treatment Retrofit Project
 - Pete Rogalsky, Public Works Director

17. Resolution No. 2022-45, Waiving and Replacing Road Improvement Requirements for a Segment of Reata Road
 - Pete Rogalsky, Public Works Director
18. Resolution No. 2022-46, Approving the Final Plat of Marcello Estates - Phase I
 - Kerwin Jensen, Development Services Director
19. Resolution No. 2022-47, Authorizing the Submittal of Grant Applications for Infrastructure Development in North Horn Rapids
 - Kerwin Jensen, Development Services Director
20. Resolution No. 2022-48, Authorizing an Agreement with TRIDEC for 2022 Marketing and Business Recruitment Services
 - Kerwin Jensen, Development Services Director
21. Resolution No. 2022-49, Setting a Public Hearing Date to Consider the Proposed Annexation of 300.1 acres in north Richland (U.S. Department of Energy)
 - Kerwin Jensen, Development Services Director
22. Resolution No. 2022-50, Setting a Public Hearing Date to Consider the Proposed Annexation of Lots 1-8 of Badger Mountain Estates
 - Kerwin Jensen, Development Services Director
23. Resolution No. 2022-51, Authorizing a Professional Services Agreement with Empower Dataworks, LLC
 - Clint Whitney, Energy Services Director
24. Resolution No. 2022-52, Authorizing a Professional Services Agreement with Lighthouse Energy Consulting, LLC
 - Clint Whitney, Energy Services Director

Items - Approval:

25. Appointment to the Parks & Recreation Commisison: Harriet Dalton
 - Heather Kintzley, City Attorney

Items of Business:

26. Ordinance No. 2022-09, Amending the 2022 Budget in the General, City Streets, Park Reserve, Streets Capital Improvement, Capital Improvement, Fire Station Construction, Park Project Construction, Solid Waste, Stormwater, Medical Services and Equipment Replacement Funds
 - Brandon Allen, Finance Director
27. Resolution No. 2022-53, Relinquishing a Utility Easement at 1338 Sacramento Boulevard
 - Pete Rogalsky, Public Works Director
28. Resolution No. 2022-54, Relinquishing Utility Easements at 101 Saint Street
 - Pete Rogalsky, Public Works Director

Reports and Comments:

- I. 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: 4/5/2022

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

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

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

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

Summary:

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

Fiscal Impact: None.

Attachments:

1. Draft March 15, 2022 City Council Meeting Minutes
2. Draft March 22, 2022 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, March 15, 2022

Richland City Hall ~ 625 Swift Boulevard

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

Meeting ID No. 505 625 7380

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

Mayor Alvarez called the Council meeting to order at 6:00 p.m. The meeting was a hybrid of in-person and online attendance via Zoom.

Welcome and Roll Call

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

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

Also present were City Manager Amundson, Assistant City Manager Florence, Acting City Attorney Rio, 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 and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Visit TRI-CITIES 2021 Annual Report, 2022 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve

Mike Novakovich, Visit Tri-Cities President & CEO, presented the 2021 State of the Tourism Industry Report which included:

- Economic impacts of tourism
- Revenue summary
- Tourism development

- Media outreach and advertising
- Digital and social media marketing
- Digital technologies
- Conventions and sports
- Visit Tri-Cities Publications

Mr. Novakovich then presented in detail the 2022 Work Plan and outlined the Tourism Promotion Account (TPA) funding requests. Lastly, Mr. Novakovich invited Council to join Travel Bloggers Exchange (TBEX) for the opening night reception at the REACH Museum on April 19, 2022 from 7:00 p.m. - 9:00 p.m.

Mr. Novakovich engaged in a question and answer session with Council following his presentation.

2 Proposed Recovery Center and Mobile Crisis Response Teams

Matthew Rasmussen, Benton County Deputy County Administrator, provided an overview of the 0.10% Sales & Use Tax approved by the Benton County Commission on November 9, 2021. The sales tax, which takes effect July 1, 2022, will fund the operation or delivery of substance use disorder (SUD) or mental health treatment programs or services. Mr. Rasmussen expounded on the allowable uses of the sales tax.

Mr. Rasmussen provided a high-level overview of the proposed Behavioral Health / Crisis Recovery Center, Behavioral Health Advisory Committee, and Mobile Crisis Response Teams.

Kyle Sullivan, Manager of Benton County Human Services, reported on the following:

- Veterans Services Officer
- Housing Resource Center
- Rental Assistance / COVID Response Program
- Point in Time (TIP) count for homeless population
- Outreach Coordinator

At the close of Mr. Sullivan's presentation, Mr. Rasmussen provided information on the Benton-Franklin Fairgrounds Master Plan. A consulting firm has been hired to assist in developing options for ground improvements and to utilize unused property. The initial expected investment for the Plan is estimated at \$10M.

Mr. Rasmussen and Mr. Sullivan engaged in a question and answer session with Council.

3 Annual Parks & Recreation Commission Presentation

With the aid of a PowerPoint presentation, Parks & Recreation Commission (PRC) Chair Buelt presented the 2021 Annual PRC report which included:

- Activities and Programs
- Ball Wall at Badger Mountain Community Park
- Multi-Use Pathway Safety
- West Village Community Park Long-Range Planning
- Leslie Groves Park
- Pickleball Courts
- Projects selected for Park Partnership Programs
- 2022 Goals and Objectives

Councilmember Kent thanked Mr. Buelt and members of the PRC for their service. Mr. Buelt engaged in a question and answer session with Council. Mayor Alvarez thanked Mr. Buelt for his presentation.

Public Hearing

4. Proposed Rezone of 3.9 Acres Located at 1842 Jadwin Avenue from Neighborhood Commercial (C-1) to Limited Business (C-LB)(Closed Record), Ordinance No. 2022-12

Mayor Alvarez, Acting City Attorney Rio and City Clerk Rogers read the closed record hearing procedures for this hearing, including a description of the documents that comprise the record for this closed-record decision hearing.

Acting City Attorney Rio asked the councilmembers to disclose any conflicts of interest related to the closed-record decision hearing. No disclosures were made by Council.

Acting City Attorney Rio asked the audience if any interested party to the closed-record decision hearing had an objection to any councilmember's participation in the closed-record review. No objections were raised.

Acting City Attorney Rio asked if any interested party to the closed-record decision hearing had an objection to proceeding on jurisdictional grounds. No objections were raised.

Mayor Alvarez opened and closed the hearing at 7:20 p.m. No public testimony was offered.

5. Proposed Rezone of 9.4 Acres Located at 2500 Chester Road from Agriculture (AG) to General Business (C-3)(Closed Record), Ordinance No. 2022-13

Mayor Alvarez, Acting City Attorney Rio and City Clerk Rogers read the closed record hearing procedures for this hearing, including a description of the documents that comprise the record for this closed-record decision hearing.

Acting City Attorney Rio asked the councilmembers to disclose any conflicts of interest related to the closed-record decision hearing. No disclosures were made by Council.

Acting City Attorney Rio asked the audience if any interested party to the closed-record decision hearing had an objection to any councilmember's participation in the closed-record review. No objections were raised.

Acting City Attorney Rio asked if any interested party to the closed-record decision hearing had an objection to proceeding on jurisdictional grounds. No objections were raised.

Mayor Alvarez opened and closed the hearing at 7:25 p.m. No public testimony was offered.

Public Comments

City Clerk Rogers read the Public Comments procedures.

The following individual provided remote comments:

Lisa Shear - 1507 Jones Road, Richland, WA: Ms. Shear spoke of concerns relating to unresolved violations in her neighborhood and similar violations throughout the City of Richland. Ms. Shear advocated for a robust Code Enforcement Board with members who will develop and bring forward Richland Municipal Code amendments to Council.

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 7-0.

Minutes

6. Approval of the March 1, 2022 City Council Regular Meeting Minutes

Ordinances - First Reading

7. Ordinance No. 2022-04, Amending Chapter 9.16 of the Richland Municipal Code related to Noise
8. Ordinance No. 2022-10, Amending Chapter 17.56 of the Richland Municipal Code related to Sewer Rates and Charges
9. Ordinance No. 2022-11, Amending Title 18 of the Richland Municipal Code related to Water Rates

Ordinances - Second Reading & Passage

None.

Resolutions – Adoption

10. Resolution No. 2022-36, Authorizing \$428,800 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2022
11. Resolution No. 2022-37, Restating City of Richland 401(a) Plan No. 107162 and Closing City Manager 401(a) Plan No. 107151

Items – Approval

12. Appointment to the Americans with Disabilities Act (ADA) Citizens Review Committee: Douglas Nolan
13. Appointments to the Arts Commission: Colette Miller and Harry Staven
14. Appointment to the Board of Adjustment: Bradley Bricker
15. Appointments to the Code Enforcement Board: Jeff Huber and Skye White
16. Appointment to the Economic Development Committee: Wendi Warner
17. Appointments to the Parks & Recreation Commission: Darin Ladd, Jana Kay Lunstad and Srithan Thallapally

Expenditures - Approval

18. Expenditures from February 1, 2022 to February 28, 2022 for \$27,012,464.27 including Travel Check Nos. 20075-20084, Accounts Payable Check Nos. 297753-298392, Accounts Payable Wire Nos. 8924-8960, Payroll Wires & ACH Nos. 12554-12607, Payroll Direct Deposit & Check Nos. 189271-190372 and Pension Check Nos. 6081-6109.

Items of Business

19. Ordinance No. 2022-12, Approving the Rezone of 3.9 Acres Located at 1842 Jadwin Avenue from Retail Business (C-1) to Commercial Limited Business (C-LB)(Closed Record-First Reading)

Planning Manager Stevens provided a summary of the proposed rezone request. An open-record public hearing was held on February 14, 2022 and the Richland Hearing Examiner issued a recommendation of approval.

Mayor Alvarez provided statements in support of the proposed rezone.

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2022-12, APPROVING THE REZONE OF 3.9 ACRES LOCATED AT 1842 JADWIN AVENUE FROM RETAIL BUSINESS (C-1) TO COMMERCIAL LIMITED BUSINESS (C-LB) FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS JONES, KENT, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

20. Ordinance No. 2022-13, Approving the Rezone of 9.4 Acres Located at 2500 Chester Road from Agriculture (AG) to General Business (C-3)(Closed Record-First Reading)

Planning Manager Stevens provided a summary of the proposed rezone request. An open-record public hearing was held on February 14, 2022 and the Richland Hearing Examiner issued a recommendation of approval.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2022-13, APPROVING THE REZONE OF 9.4 ACRES LOCATED AT 2500 CHESTER ROAD FROM AGRICULTURE (AG) TO GENERAL BUSINESS (C-3) FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS JONES, KENT, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Reports and Comments

City Manager

City Manager Amundson announced the Finance Department was recently awarded the Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report. City Manager Amundson congratulated Finance Director Allen and staff for ensuring financial due diligence occurs each year.

City Manager Amundson then presented Council with an updated approach to the National Night Out event, which typically falls on the same night as the first regularly scheduled council meeting in August. National Night Out will be held concurrently with City Fair at Howard Amon Park. City Manager Amundson presented alternate meeting options, then sought Council's viewpoint and direction on the proposed event.

Lastly, City Manager Amundson provided an overview of the agenda topics scheduled for the March 22, 2022 City Council workshop meeting.

Councilmember Lukson proposed an alternate meeting option for the August 2, 2022 council meeting to allow for additional public participation.

City Council

Councilmember Lemley had no comments.

Councilmember Kent thanked those who applied to serve on a board, commission and committee and congratulated the candidates who were appointed.

Councilmember Lukson welcomed Councilmembers Jones and Richardson to their first in-person council meeting.

Councilmember Jones congratulated Councilmember Lukson on his announcement to run for Benton County Prosecuting Attorney.

Councilmember Richardson reported that she attended the Energy Communities Alliance (ECA) conference in Phoenix, Arizona on March 8 and 9, 2022 and shared information regarding nuclear waste clean-up. Next, Councilmember Richardson announced that she participated in a ride-along with Richland Police Sergeant Swanson. During the ride-along, the focus remained on code enforcement issues. Councilmember Richardson stated that code enforcement officers are diligent in addressing code enforcement violations, and added the Code Enforcement has a high compliance rate on reported violations. Lastly, Councilmember Richardson thanked Richland's code enforcement officers for protecting quality of life and ensuring public safety.

Mayor Pro Tem Christensen spoke positively of resuming in-person meetings and praised Finance Director Allen and his staff for receiving the Certificate of Achievement for Excellence in Financial Reporting.

Mayor

Mayor Alvarez announced that he also attended the Energy Communities Alliance (ECA) conference in Phoenix, Arizona and shared information learned.

Adjournment

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

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, March 22, 2022

Richland City Hall ~ 625 Swift Boulevard

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.

Mayor Alvarez called the workshop meeting to order at 6:00 p.m. This workshop was a hybrid of in-person and online attendance via Zoom.

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

Also present were City Manager Amundson, City Attorney Kintzley, Fire Chief Huntington, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Chief of Police Clary, Finance Director Allen, Development Services Director Jensen, Fire Captain Hardgrove and City Clerk Rogers.

Agenda Items

1. Pavement Preservation Program Update

With the aid of a PowerPoint presentation, Public Works Rogalsky presented on the State-of-the-Streets report, based on data collected from the City's pavement management system. The road system represents the largest single asset the City owns and manages. The City's public roadways receives substantial wear and tear compared to other city infrastructure due to use and weather exposure.

The City's street system is divided into two categories: maintenance and operations (M&O) and Improvements. Staff elaborated on funding sources and allocations for both categories. The streets M&O program is based on a lowest life-cycle approach. Funding presently dedicated for street maintenance will not sustain acceptable street surfaces.

Staff provided an overview of the Pavement Preservation Program and presented recommendations on minimum Pavement Condition Index (PCI) standards, funding needs, and optional funding sources. Staff will collaborate with the City Manager's Office and Finance Department to create a proposal to address the funding deficit in the 2023 Budget.

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

2. Badger South Fire Station Project

With the aid of a PowerPoint presentation, Parks & Public Facilities Director Schiessl, Fire

Chief Huntington, Finance Director Allen and Fire Captain Hardgrove presented a high-level overview of the Capital Improvement Project (CIP) for design and construction of a future fire station located in West Village Park in Badger Mountain South. The presentation included data on the construction timeline, funding, staff funding, and purchase and delivery of a fire engine and personal protective equipment (PPE).

Staff presented data on station deployment model inputs and Fire Station 76 response time comparisons.

Fire Captain Hardgrove provided an overview of the recruitment process, including onboarding and training of new hires.

Additional considerations on alternate approaches to the downtown police and fire expansion were presented. Even with projected rate increases for ambulance utility rates within the next five to seven years, the City of Richland would remain one of the lowest utility rates for ambulance services in the region.

Staff presented recommendations for the construction timelines, staffing needs, Utility Advisory Committee (UAC) engagement for rate adjustments, and pre-order of fleet and equipment.

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

3. Uptown Shopping Center ADA Improvements

With the aid of a PowerPoint presentation, Parks & Public Facilities Director Schiessl provided a historical overview of the Uptown Shopping Center ownership and parking lot repairs.

Private litigation involving business owners at the Uptown Shopping Center regarding Americans with Disabilities (ADA) violations was brought to the City's attention in 2021.

The City has contracted with Architects West to evaluate City-owned parking lots and sidewalks serving the Uptown Shopping Center. Staff provided details on the project scope and architect's estimated costs for ADA improvements. Communication between staff and business owners will be on-going during improvements.

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

Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)

COUNCIL ENTERED INTO EXECUTIVE SESSION AT 9:04 P.M.

Individuals present for the executive session included Mayor Alvarez, Mayor Pro Tem Christensen, and Councilmembers Jones, Kent, Lemley and Richardson. City Manager Amundson and City Attorney Kintzley also were present.

COUNCIL EXITED EXECUTIVE SESSION AT 9:49 P.M.

Adjournment

Mayor Alvarez adjourned the meeting at 9:49 p.m.

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2022-04, Amending Chapter 9.16 of the Richland Municipal Code related to Noise

Department:
City Attorney

Ordinance/Resolution Number:
2022-04

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-04, amending Chapter 9.16 of the Richland Municipal Code related to Noise.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate ambiguity and improve effectiveness.

RMC Title 9.16, the City's Noise Ordinance, currently contains outdated and ambiguous language that is in need of updating. Further, the Richland Police Department has identified certain provisions of the Noise Ordinance that require amending in order to effectively address the increasing number of individuals purposefully using motor vehicles in a manner that disrupts the quiet enjoyment of Richland citizens.

Ordinance No. 2022-04 is a housekeeping measure intended to clarify ambiguous language, eliminate antiquated references to outdated technology, and adequately cover additional sources of nuisance noise.

Staff recommends approval of Ordinance No. 2022-04 for second reading and passage.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 2022-04

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 9.16 OF THE RICHLAND MUNICIPAL CODE RELATED TO PUBLIC NUISANCE NOISE - PROHIBITED.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate ambiguity and improve effectiveness; and

WHEREAS, certain portions of Chapter 9.16 RMC related to nuisance noise are outdated or ambiguous; and

WHEREAS, Ordinance No. 2022-04 is a housekeeping measure intended to clarify ambiguous language and eliminate antiquated references to outdated technology.

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

Section 1. Chapter 9.16 of the Richland Municipal Code, entitled Public Nuisance Noise – Prohibited, as first enacted by Ordinance No. 10-86, and last amended by Ordinance No. 18-12, is hereby amended as follows:

Chapter 9.16 PUBLIC NUISANCE NOISE – PROHIBITED

Sections:

9.16.010 Purpose.

9.16.045 Public nuisance noise prohibited.

9.16.050 Exceptions.

9.16.055 Exemptions.

9.16.060 Permit allowing noise.

9.16.070 Violations and penalties.

9.16.080 Liability.

9.16.010 Purpose.

It is the express purpose and intention of this chapter to provide for and promote the peace, health and safety of the general public and to minimize the exposure of citizens to the effects of excessive noise and to control the level of noise which inhibits the use, value and enjoyment of property; sleep and repose; and the quality of the environment.

9.16.045 Public nuisance noise prohibited.

No person, whether or not that person is in actual possession of the noise source, shall create, continue, or cause to be created or continued any public disturbance noise. “Public nuisance noise” means any noise which:

- A. Is specifically included in, but not limited to, those listed in this section; or
- B. That unreasonably disturbs or interferes with the peace, comfort, and repose of another person.

Public disturbance noises for the purposes of this section shall include, but shall not be limited to, the following specified sounds:

1. Any sound made by the use of a musical instrument or other device capable of producing sound when struck by an object, a whistle, or a sound amplifier or other device capable of producing, amplifying or reproducing sound ~~jukebox, radio, television, or other similar device~~ which emanates from a building, structure, or property between the hours of 9:00 p.m. and 7:00 a.m. so as to be audible greater than 50 feet from the building, structure or property.
2. Any sound made by the unamplified human voice that emanates from a building, structure or property between the hours of 9:00 p.m. and 7:00 a.m. so as to be audible greater than 50 feet from the building, structure or property.
3. Any sound made from motor vehicle tires that causes or allows to be emitted squealing, screeching, or other sounds from the tires because of rapid acceleration or excessive speed around corners or other reasons. Sounds resulting from emergency braking to avoid imminent danger are not a violation of this section.
4. Any sound made by the discharge of gases from an internal combustion engine except through an unmodified muffler.
5. Any sound made by the operation of any motorcycle, motorbike, off-road or all-terrain vehicle in the city on any property not a part of the street system of the city when such motorcycle, motorbike, off-road or terrain vehicle does not conform to the muffler standard required for operation on the public streets.
6. Any sound made by a horn or other similar signaling device attached to a motor vehicle which is audible greater than 50 feet from the vehicle except when reasonably necessary to ensure safe operation as permitted in RCW 46.37.380.
7. Any sound made by a loudspeaker or sound amplifier exterior to any building for commercial advertising or sales purposes or for attracting the attention of the public to any performance, show or other event so as to be audible greater than 50 feet from the building, structure, or property.
8. Any sound which is audible greater than 50 feet from any school, other institution of learning, court, hospital, nursing or convalescent facility, or other area where exceptional quiet is necessary; provided signs are displayed in adjacent or contiguous streets indicating that the area is a quiet zone.
9. Any sound made by the construction, excavation, repair, demolition, destruction, or alteration of any building, property or upon any building site between the hours of 9:00 p.m. and 7:00 a.m. which is audible greater than 50 feet from a residential district.
10. Any sound made by operating or permitting the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool or air conditioner, fan or blower, or similar device which is audible greater than 50 feet from residential areas between the hours of 9:00 p.m. and 7:00 a.m.

so as to cause a noise disturbance across a boundary.

11. Any sound made by speaker, sound amplifier or motor vehicle audio system exterior to the passenger sitting compartment of a motor vehicle on a public street or highway (anywhere within the right-of-way thereof) of a ~~commercial radio station~~ broadcast, or music ~~from an audio tape cassette, compact disc, or other recording medium~~ so as to be audible at a distance of 50 feet or more from the source of the sound.

12. Any sound from a motor vehicle audio system, ~~such as tape players, radios, and compact disc players,~~ operated at a volume and under conditions so as to be audible greater than 50 feet from the vehicle itself.

13. Any sound from portable audio equipment, ~~such as a radio, tape player, or compact disc player,~~ which is operated at such a volume so as to be audible at a distance of 50 feet or more from the source of the sound.

14. Any sound made by speaker, sound amplifier, audio system, television, or other device capable of producing, amplifying or reproducing sound ~~music from an audio tape cassette, compact disc, or other recording medium~~ emanating from a structure so as to be audible from within an enclosed structure upon the property of another.

15. Any sound made by repeated rapid throttle advance (revving) of an internal combustion engine.

9.16.050 Exceptions.

The following shall be exempt from the provisions of RMC 9.16.045 between the hours of 7:00 a.m. and 9:00 p.m.:

- A. Sounds originating from residential property related to temporary projects for the maintenance, repair or improvement of homes, grounds and/or accessory buildings.
- B. Sounds created by the installation or repair of essential utility services.
- C. Sounds originating from temporary construction sites as a result of construction activity.

9.16.055 Exemptions.

The following shall be exempt from the requirements of RMC 9.16.045 at all times:

- A. Sounds originating from aircraft in flight and sounds that originate at airports which are directly related to flight operations.
- B. Sounds or whistles originating from trains in transit which are directly related to train operations.
- C. Sounds created by safety and protective devices where noise suppression would defeat the intent of the device or is not economically feasible.

D. Sounds created by work ~~authorized~~ performed by or on behalf of the public works, energy services, parks & public facilities, or development services departments, ~~and/or building and inspection division.~~

E. Sounds created by emergency equipment and work necessary in the interests of public safety.

9.16.060 Permit allowing noise.

Any person who obtains a special permit issued by the city manager or designee which would allow the permittee to exceed the noise level limitations of this chapter for a specified period of time is not in violation of this section. Such permit will provide a date, time, and signature of the responsible party and shall be submitted at least 14 days prior to a planned event taking place. Permit shall be kept on site and available upon request of a city official.

9.16.070 Violations and penalties.

Any person violating any provision of this chapter shall be guilty of a misdemeanor and subject to the penalty provided in RMC 9.02.020(C).

9.16.080 Liability.

Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the city, its officers, employees or agents, for any injury or damage resulting from the failure of anyone to comply with the provisions of this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement pursuant to this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees or agents

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.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 15, 2022
Second Reading: April 5, 2022
Date Published: April 10, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-10, Amending Chapter 17.56 of the Richland Municipal Code related to Sewer Rates and Charges

Department:
Public Works

Ordinance/Resolution Number:
2022-10

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-10, amending Chapter 17.56 of the Richland Municipal Code related to sewer rates and charges.

Summary:

From time to time, the City updates the Richland Municipal Code to improve clarity and accuracy. Proposed Ordinance 2022-10 amends the Richland Municipal Code to improve accuracy in the sewer system's rate structure.

According to established policy, Richland's utility rates are set to recover the City's costs for each service and class of customer. The City periodically reviews the revenue requirements and rate structures for each of its utilities. Further, pursuant to RCW 35.92.025, the City may charge fees for new customers connecting to its water and sewer systems. Connection fees may not exceed the equitable share of the system costs.

A 2021 analysis of the City's current sewer connection fees indicated that the fees are well below the maximum level that corresponds with the equitable share of system costs. In keeping with the City's approach to new development, it is common practice for cities to assess connection fees lower than the calculated maximum equitable share.

At its January 11, 2022 meeting, the Utility Advisory Committee (UAC) recommended that the Richland City Council increase its sewer connection fees, thereby contributing more revenue to the sewer system's capital improvement program costs. Since these fees are assessed only on new connections, the amount of revenue received is entirely dependent on new building activity.

The terms and rate structure of some multi-family sewer customers are also in need of updating to better align with recent multi-family developments.

Staff recommends approval of Ordinance No. 2022-10 for second reading and passage.

Fiscal Impact:

Based on 2021 development activity and facility fee revenues, this rate increase will add approximately \$243,800 or 20% to sewer facility fee revenues.

Attachments:

- I. Ordinance No. 2022-10

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 17.56 OF THE RICHLAND MUNICIPAL CODE RELATED TO SEWER RATES AND CHARGES.

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

WHEREAS, according to established policy, Richland's utility rates are set to recover the City's costs for each service and class of customers; and

WHEREAS, the City periodically reviews the revenue requirements and rate structures for each of its utilities; and

WHEREAS, pursuant to RCW 35.92.025, the City may charge connection fees for new customers to its water and sewer systems; and

WHEREAS, connection fees may not exceed the equitable share of system costs; and

WHEREAS, a 2021 analysis of the City's current sewer connection fees indicated that the fees are well below the maximum level that corresponds with the equitable share of system costs; and

WHEREAS, at its January 11, 2022 meeting, the Utility Advisory Committee (UAC) recommended that the Richland City Council increase sewer connection fees; and

WHEREAS, the City's best interests are served by increasing sewer connection fees so that new customers contribute more revenue to the sewer system's capital improvement program costs; and

WHEREAS, the terms and rate structure of some multi-family sewer customers are in need of updating to better align with recent multi-family developments in the City of Richland.

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

Section 1. Chapter 17.56 of the Richland Municipal Code, entitled Rates and Charges, as first enacted by Ordinance No. 77, and last amended by Ordinance No. 05-17A, is hereby amended as follows:

Chapter 17.56 RATES AND CHARGES

Sections:

17.56.010 Schedule I – Residences and multifamily residences.

17.56.020 Schedule II – Commercial, etc.

17.56.025 Economic development rate.

17.56.028 Special residential rates – Low income senior citizens and low-income disabled citizens.

17.56.030 Applicability.

17.56.040 Sewer facilities assessment.

17.56.050 Latecomer agreements.

17.56.060 Imposition of adjusted facilities assessment.

17.56.010 Schedule I – Residences and multifamily residences.

A. Billings shall be monthly, to the building owner and/or the tenant on the basis of one month in arrears and include applicable taxes.

B. Residences and condominiums will be billed the monthly residential charge.

C. The city may furnish sewer to customers at locations outside the corporate limits of the city. The monthly rates for sewer furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

D. Residences with less than three living units shall be billed the monthly residential charge per month per living unit. These monthly charges are due whether the living unit is occupied or not.

~~Effective the first billing of December 2009, the multifamily~~ Multifamily residences will be billed a per unit charge for each living unit, whether occupied or not, plus consumption charges based on water usage. Sewer charges will be billed on the owner's/manager's monthly bill along with the associated water charges.

For multifamily facilities served by a water meter for each unit, sewer will be billed at the residential charge to each unit regardless of whether the living unit is occupied.

E. Rates shall be charged according to the following table:

	Rate as of 1-1-2010
Monthly residential charge:	\$25.60
Monthly multifamily per unit charge:	\$12.40
Monthly multifamily consumption charge:	\$2.15

17.56.020 Schedule II – Commercial, etc.

A. All commercial customers, including recreational vehicle parks, mixed-use and other customers not specifically included in Schedule I, shall be included in this schedule, except for industries which discharge chemical waste, food processing waste, other unusual waste, or unusual amounts of water. Industries discharging such wastes, if their waste is accepted for treatment by the city, shall be subject to individually negotiated contracts. Water usage will be used as the basis for computing monthly sewer charge. Sewer charges will be billed on the customer's monthly bill along with the associated water charges.

B. Billing shall be monthly to the owner or the tenant of the commercial establishment on the basis of one month in arrears and include applicable taxes. For the purposes of this section, “billing month” means the month which includes the last day of the period of water consumption for which the customer will be billed.

C. Rates shall be charged according to the following table:

	Rate as of 1-1-2010
Minimum monthly charge:	\$61.50
Additional charge – per 100 cubic feet:	\$2.15

D. Users billed under this schedule who use large volumes of water that is not returned to the sewer shall have the option of installing a separate water meter for the irrigation system or installing an effluent meter in a control manhole as specified in RMC 17.44.010. Separate water meters or effluent meters shall be installed at the owner’s expense and in compliance with city standards. All meters shall be dedicated to the city for operation and maintenance.

17.56.025 Economic development rate.

- A. Terms and conditions of negotiated rate will be by contract.
- B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.
- C. Will utilize marginal costing concept.

17.56.028 Special residential rates – Low-income senior citizens and low income disabled citizens.

There shall be a 60 percent discount applied to rates specified in RMC 17.56.010(E) for sewer service supplied to residential customers qualifying as low income senior citizens or low income disabled citizens.

17.56.030 Applicability.

The monthly sewer service charge shall be charged to all residences and commercial establishments within the city having a sewer on the premises or within 300 feet of the property line, regardless of whether connection to the sewer system has been made.

17.56.040 Sewer facilities assessment.

Sewer treatment, lift station, interceptor facilities and frontage charges shall be assessed and collected as a condition precedent to providing sewer service connections by the city of Richland according to the following table:

Size of Water Meter	Facilities Assessment	Facilities Assessment Effective 7-1-2017	<u>Facilities Assessment</u>	Frontage Charge
3/4"	\$1,995	\$2,495	<u>\$2,995</u>	\$30/ft.
1"	\$1,995	\$2,495	<u>\$2,995</u>	\$30/ft.
1 1/2"	\$6,643	\$8,308	<u>\$9,973</u>	\$30/ft.
2"	\$10,633	\$13,298	<u>\$15,963</u>	\$30/ft.
3"	\$19,950	\$24,950	<u>\$29,950</u>	\$30/ft.
4"	By Contract	By Contract	By Contract	\$30/ft.
6"	By Contract	By Contract	By Contract	By Contract

Duplexes, tri-plexes and four-plexes shall be assessed facility assessments for each residential unit regardless of the number of water meters installed.

The frontage fee shall apply to all connections to the public sewer system except:

- A. When the existing main crosses the entire property frontage and was installed by the property owner or developer of the property; or
- B. When the existing main crosses the entire property frontage and was included in an approved latecomer agreement pursuant to the Municipal Water and Sewer Facilities Act (Chapter 35.91 RCW).

For a corner lot, the frontage fee shall be calculated on the longest side of the lot.

The sewer facilities assessment may be waived by the Richland city council when providing a sewer service connection, or connections, to previously existing residences where the cost of providing a sewer service connection, or connections, is paid in whole or in part by a state or federal grant in aid of community rehabilitation, or to newly constructed residences where the cost of providing a sewer service connection, or connections, is paid in whole or in part by a state or federal grant to provide housing for low-income families or handicapped persons and may likewise be waived by the Richland city council when providing a sewer service connection or connections for new publicly funded facilities built for public use.

The charges set forth in this section assume normal chemical composition and biochemical oxygen demand based on residential sewage. The public works director may negotiate facilities assessment charges for waste with significantly different characteristics.

17.56.050 Latecomer agreements.

Any developer using private funds to construct utility system improvements in the city or within the city's utility service area may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later

derive a benefit from the utility system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.

17.56.060 Imposition of adjusted facilities assessment.

All existing customers, notwithstanding their exemption from the imposition of a facilities assessment by virtue of having received a side sewer connection prior to the effective date of the ordinance codified in RMC 17.56.040 and this section shall be required to pay an adjusted facilities assessment where an increased capacity sewer service connection permit is requested after March 15, 1994; provided, however, that in no event shall such an assessment be made where a side sewer inspection has been made prior to the effective date of the ordinance codified in RMC 17.56.040 and this section. The amount to be assessed in such instances shall be the difference between the facilities charge that would have been required for the earlier installed service and that charge imposed upon the size water service installed.

A customer having paid an initial sewer facilities assessment shall also be required to pay an adjusted facilities assessment where an increased capacity sewer service connection permit is obtained after the effective date of the ordinance codified in RMC 17.56.040 and this section. The adjusted facilities charge shall be determined as provided in this section.

Section 2. This Ordinance shall be published in the official newspaper of the City of Richland on April 10, 2022 and take effect on June 1, 2022.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 15, 2022

Second Reading: April 5, 2022

Date Published: April 10, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-11, Amending Title 18 of the Richland Municipal Code related to Water Rates

Department:
Public Works

Ordinance/Resolution Number:
2022-11

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-11, amending Title 18 of the Richland Municipal Code related to water rates.

Summary:

From time to time, the City updates the Richland Municipal Code to reflect current conditions. Proposed Ordinance No. 2022-11 amends the Richland Municipal Code to align with established policy and current processes.

According to established policy, Richland's utility rates are set to recover the City's costs for each service and class of customers. The City periodically reviews the revenue requirements and rate structures for each of its utilities. A 2021 review of the water utility's revenue requirements indicated that current rates provide more revenue than is required to recover the City's costs, even when considering anticipated expenses over the coming several years.

At its January 11, 2022 meeting, the Utility Advisory Committee (UAC) recommended that Richland City Council reduce water service rates by ten percent (10%). Lastly, outdated terms of service for temporary water service require updating to maintain consistency with the City's terms of service and costs of providing that service.

Staff recommends approval of Ordinance No. 2022-11 for second reading and passage.

Fiscal Impact:

The water rate payers will experience a 10% rate decrease which will amount to approximately \$1,530,000 in lower Water Fund revenue, based on 2021 revenues.

Attachments:

1. Ordinance No. 2022-11

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE TITLE 18: WATER.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to reflect current conditions; and

WHEREAS, according to established policy, Richland's utility rates are set to recover the City's costs for each service and class of customers; and

WHEREAS, the City periodically reviews the revenue requirements and rate structures for each of its utilities; and

WHEREAS, a 2021 review of the water utility's revenue requirements indicated that current rates provide more revenue than is required to recover the City's costs, even when considering anticipated expenses over the coming several years; and

WHEREAS, at its January 11, 2022 meeting, the Utility Advisory Committee (UAC) recommended that Richland City Council reduce water service rates by ten (10) percent; and

WHEREAS, outdated terms of service for temporary water service require updating to maintain consistency with the City's terms of service and costs of providing that service.

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

Section 1. Chapter 18.12 of the Richland Municipal Code, entitled Application of Services, as first enacted by Ordinance No. 80, and last amended by Ordinance No. 43-14, is hereby amended as follows:

Chapter 18.12 APPLICATION FOR SERVICES

Sections:

- 18.12.010 Application for installation of service line.**
- 18.12.030 Installation of service line.**
- 18.12.040 Service lines installed by customer.**
- 18.12.050 Maintenance of certain existing lines.**
- 18.12.060 Water service application.**
- 18.12.081 Temporary supply – Metered fire hydrant deposit/refund.**
- 18.12.082 Relocation of fire hydrant meters.**
- 18.12.083 Temporary supply during residential construction.**
- 18.12.085 Temporary supply – Mobile fire hydrant meter.**
- 18.12.086 Irrigation service for commercial properties.**
- 18.12.087 Unauthorized use of water (theft).**
- 18.12.100 Meter installation on unmetered service lines.**

18.12.110 Ownership of meters.

18.12.120 Responsibility for protection of city property.

18.12.140 Inspections.

18.12.150 Right of access.

18.12.010 Application for installation of service line.

A person desiring the installation of a water service line to a building or property shall make application therefor with the public works development department and at the time of submitting his application pay a fee according to the schedule of fees in RMC 18.24.050. Application and fee must be submitted at least 30 days before the applicant's requested completion date.

The installation of any water service line is dependent on the available water distribution facilities and the department is not required to install a water service line in areas not served by the existing water distribution system or where the system is inadequate to handle the increased demand that would result from the applicant's proposed use. [Ord. 80; Ord. 12-94; Ord. 06-04; amended during 2011 recodification].

18.12.030 Installation of service line.

The service line from the water main up to and including a curb stop at the point of delivery shall be installed by the developer/contractor. In areas where the water main is installed by the customer, the service line shall be installed to the department's specifications and the department will maintain the service line from the main up to and including a curb stop at the point of delivery.

For other situations, upon approval of the application by the department and payment of the appropriate installation fees, the department will install and maintain the connection on the water main in a right-of-way or easement, and the service line from this connection up to and including the point of delivery.

18.12.040 Service lines installed by customer.

The service line from the point of delivery to the customer's building shall be installed and maintained by the customer, shall be placed at least 30 inches below the surface of the ground, and shall be provided with a valve in the building with which the customer may shut off the water supply to perform repair or alteration work.

18.12.050 Maintenance of certain existing lines.

Where on the effective date of the ordinance codified in this title one service line services two or more residential properties, the common service line shall be maintained by the city, and each property owner shall maintain the line serving only his own property; provided, however, that city maintenance responsibility shall not extend beyond the limits of public easements. The department at its discretion may require the rearranging of the piping system to provide for separate services. In such cases the rearranging of piping shall be done by the customer, and a fee for meter installation shall be paid by the customer.

18.12.060 Water service application.

The occupant, lessee or owner of any property desiring the city to provide water to such property shall make application for utility services before water is provided at such property. The person

signing the application shall be responsible for payment for water supplied to the property and water bills will be forwarded to this person.

18.12.081 Temporary supply – Metered fire hydrant deposit/refund.

Any persons making application for temporary construction water from a fire hydrant shall pay a deposit of ~~\$750.00~~ 1,500.00 for a hydrant meter; said deposit is to guarantee the return of the meter in good condition to the city.

When any person no longer needs temporary water service from a fire hydrant meter, notice shall be given to the water division ~~department~~ to have the meter recovered and a final reading taken.

For service durations less than thirty (30) days, the service charge, consumption charge, and any repair costs will be charged against the deposit. If charges exceed the deposit, the City will issue an invoice to the user. If charges are less than the deposit, the balance remaining will be refunded to the user.

For service durations in excess of thirty (30) days, each month the City will read the meter to determine consumption, after which the City will issue an invoice capturing the service charge, consumption charge, and repair charges. Users who fail to promptly pay the invoiced amount are subject to discontinuance of service. When service is discontinued, either by notice from the user or discontinuance by the City, charges consisting of outstanding balances owed, current service charges, consumption charges, and repair charges will be charged against the deposit. If charges exceed the deposit, the City will issue an invoice to the user. If charges are less than the deposit, the balance remaining will be refunded to the user. ~~All final charges, including those for monthly service charges, water consumption and repairs to damaged city property and equipment, will be deducted from the deposit amount and the balance refunded to the person. If charges exceed the amount deposited, the person will be billed for the remaining balance.~~

18.12.082 Relocation of fire hydrant meters.

If any person wants a fire hydrant meter moved to a different location ~~on the job~~, notice shall be given to the water division ~~department~~ 24 hours not less than two (2) business days in advance. ~~Failure to provide sufficient notice shall not constitute justification for the contractor or person to relocate the meter themselves. Moving or otherwise tampering with the meter by the contractor or person shall be cause for~~ is prohibited unless specific written authorization is provided by the water division to the user as provided in RMC 18.12.085. Violations of this section may result in charges for repair of damaged equipment, an administrative fine of up to \$250.00, or the discontinuance of temporary water service. ~~Water service will be restored upon payment of all costs incurred by the department to locate the meter (\$50.00) and replace damaged locks and locking devices (\$25.00 each).~~

18.12.083 Temporary supply during residential construction.

Any contractor or person seeking construction water for single-family residential construction may obtain metered water service on the property. Application for service and payment of a one-time \$50.00 fee for water usage shall be made at the time of taking out a building permit. Upon payment of the building permit and related fees, a water meter will be scheduled to be installed in the location identified by the contractor on the building permit plat drawing. The contractor may

connect a water tap/stand pipe to this service stub for dust control or construction water needs. The contractor is responsible for protecting the meter as indicated in RMC 18.12.120 and notifying the city if damages occur.

18.12.085 Temporary supply – Mobile fire hydrant meter.

At the sole discretion of the City, as determined by the Public Works Director or designee ~~Under limited circumstances, the City department may authorize issue a fire hydrant meter to the custody of a company or contractor representative~~ to retain and relocate a fire hydrant meter which may be moved by the representative from hydrant to hydrant within the city of Richland water system. Fees associated with this arrangement of temporary water supply are the same as stated in RMC 18.12.081. A user so authorized under this section ~~By accepting custody of a hydrant meter under this arrangement, the company or contractor representative agrees to~~ shall report the meter readings to the water division ~~water maintenance shop~~ within the first ~~10~~ five (5) days of each month. Failure to do so may result in discontinuance of mobility privileges extended to the company or contractor. Once a year, the City will test and inspect the hydrant meter condition and validate the meter read. The authorization granted under this section may be revoked by the City at its sole discretion and without recourse to the user.

18.12.086 Irrigation service for commercial properties.

Commercial properties may apply for a separate meter to measure water used for landscape irrigation and/or any use that will not result in discharge to the sanitary sewer. The department shall determine the location of the requested irrigation meter. If the irrigation meter is connected directly to the city's public water main via a service line the applicant shall pay fees associated with a new service connection, including a water facility fee, meter fee, and service line fees. If the irrigation meter is connected downstream of the customer's meter, the applicant shall pay fees associated with the new meter only.

18.12.087 Unauthorized use of water (theft).

Persons caught taking water from fire hydrants, curb stops or other water valves without proper authorization or metering are subject to an administrative fine from the city of \$500.00. Payment shall be made before the city will provide authorized water service under any circumstances.

18.12.100 Meter installation on unmetered service lines.

The department may at any time require the installation of a water meter on an unmetered service line. The fee for such installation, amounting to actual labor and material costs, shall be paid by the customer.

Where water is now supplied to more than one building through a single service line, the department at its discretion may require the rearranging of the piping system to provide for separate metering. In such cases, the rearrangement of piping shall be done by the customer, and a fee for meter installation shall be paid by the customer.

18.12.110 Ownership of meters.

All water meters shall be the property of the city.

18.12.120 Responsibility for protection of city property.

It shall be the responsibility of each customer to protect the water meter, service line, and shutoff device inside customer's property or building from damage due to frost. All such equipment, either inside or outside, must also be protected by the customer from damage from backed up hot water or steam. The repair costs for any damage due to negligence of the customer shall be charged to the customer.

18.12.140 Inspections.

The duly authorized and properly identified employees of the department shall have the right, but shall not be obligated, to inspect the water supply, piping and plumbing at any customer's premises before or after water service is turned on; service may be refused or discontinued where such piping or plumbing is not in conformance with the applicable city ordinances. Such inspection, or failure to inspect, or failure to refuse or discontinue service shall not render the city liable or responsible for any loss, damage, or injury resulting from defects in the piping or plumbing.

18.12.150 Right of access.

The duly authorized and properly identified employees of the department shall have access to the customer's premises at all reasonable times for the purposes of: inspecting water supply, piping and plumbing; inspecting, testing or repairing water department equipment; and for reading water meters.

Section 2. Chapter 18.24 of the Richland Municipal Code, entitled Domestic Water Rates and Charges, as first enacted by Ordinance No. 80, and last amended by Ordinance No. 57-15, is hereby amended as follows:

Chapter 18.24
DOMESTIC WATER RATES AND CHARGES

Sections:**18.24.010 Delinquency.****18.24.020 Water rate schedule (metered).****18.24.030 Water – Economic development rate.****18.24.040 Users outside of city limits – Contracts authorized.****18.24.050 Water facilities assessment.****18.24.060 Effective date of assessment.****18.24.070 Imposition of adjusted facilities assessment.****18.24.075 Latecomer agreements.****18.24.080 Severability.****18.24.010 Delinquency.**

Bills are due and payable upon receipt, and are delinquent after 20 days from date of billing. Late fees and interest will be charged on all delinquent accounts according to RMC 3.30.040. Failure to receive bill will not release customer from payment of the obligation due.

18.24.020 Water rate schedule (metered).

A. Residential, multifamily, commercial and large user customers serviced through a water meter

will be charged monthly for metered water consumption on the basis of Table 1 below, which includes applicable taxes:

TABLE 1
Water Rates (Metered)

RESIDENTIAL, MULTIFAMILY AND COMMERCIAL RATES

Meter Size	Rate Effective 4-1-2015	<u>Rate</u>
1" or less	\$27.25	<u>\$24.55</u>
1 1/2"	90.85	<u>81.80</u>
2"	145.35	<u>130.80</u>
3"	272.50	<u>245.25</u>
4"	454.15	<u>408.75</u>
6"	908.35	<u>817.50</u>
8" or larger	1,453.35	<u>1,308.00</u>
Fire hydrant meter <u>monthly rent charge</u>	30.00	<u>30.00</u>

Additional Charge per 100 cf	2012 Rate	<u>Rate</u>
Residential and fire hydrant meter	\$0.95	<u>\$0.85</u>
Multifamily and irrigation	0.85	<u>0.75</u>
Commercial/municipal	0.70	<u>0.65</u>

LARGE USER RATES

Meter Size	Rate Effective 4-1-2015	<u>Rate</u>
1" or less	\$239.80	<u>\$215.80</u>
1 1/2"	799.33	<u>719.40</u>
2"	1,278.93	<u>1,515.05</u>
3"	2,398.00	<u>2,158.20</u>
4"	3,996.67	<u>3,597.00</u>
6"	7,993.33	<u>7,194.00</u>
8" or larger	12,789.33	<u>11,510.40</u>
Additional charge per 100 cf:	0.67	<u>.60</u>

B. The city may furnish water to customers at locations outside the corporate limits of the city. The monthly rates for water furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

C. Residential customers serviced through a single meter will be billed at the one-inch or less base rate per living unit, plus consumption charges. Consumption charges will be billed to the account to which the meter is addressed.

D. Commercial and mixed-use customers serviced through a single meter, where multiple units are served, will be billed the appropriate commercial rate, plus consumption charges. This utility charge, including all consumption charges, will be billed to the one account where the meter is addressed.

E. Condominiums and townhouses, which share a single meter, will be billed at the multifamily rate with the bill going to a homeowners' association or like account. Condos and townhouses which are individually metered will be billed at the residential rate with charges based on the meter size.

F. The rates for water supplied to the residential customers qualifying as low-income senior citizens or low-income disabled citizens shall be discounted by 60 percent. Additional rate information regarding low income senior citizens and low-income disabled citizens can be found in Chapter 3.29 RMC (Utility Low Income Program).

G. Commercial customers utilizing the domestic water system for irrigation purposes as described in RMC 18.12.086 will be charged the appropriate commercial rates for usage during the months of April through October of each year. The appropriate commercial rates will be charged if consumption is detected outside of this time period.

18.24.030 Water – Economic development rate.

A. Terms and conditions of negotiated rate will be by contract.

B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.

C. Will utilize marginal costing concept.

18.24.040 Users outside of city limits – Contracts authorized.

The city manager may, with the approval of the city council, enter into contracts with customers at locations outside the corporate limits of the city, at a rate lower than those prescribed in RMC 18.24.020, but not less than those prescribed for the users of the same class located in the city, when the extraordinarily high volume of use warrants such a lower rate.

18.24.050 Water facilities assessment.

Water transmission, storage, source of supply and frontage facilities charges shall be assessed and collected as a condition precedent to providing water service connection by the city of Richland according to the following table:

Size of Water Meter	Facilities Assessment for Indoor and Non-irrigation Uses Only¹	Facilities Assessment for Uses that Include Outdoor Landscape Irrigation and Car Washes²	Facilities Assessment for Badger South^{3,4}	Frontage Charge⁵
3/4"	\$2,100.00	\$2,990.00	\$2,235.00	\$15/ft.
1"	2,100.00	2,990.00	2,235.00	15/ft.
1 1/2"	6,993.00	9,957.00	7,443.00	15/ft.
2"	11,193.00	15,937.00	11,913.00	15/ft.
3"	21,000.00	29,900.00	22,350.00	15/ft.
4"	By Contract	By Contract	By Contract	15/ft.
6"	By Contract	By Contract	By Contract	By Contract

1. This charge is for residential and commercial lots which have a separate irrigation source and typically do not have a high demand water usage season.
2. This charge is for residential and commercial lots which do not have a separate irrigation source or do have a high demand water usage season (i.e., a car wash).
3. The Badger South facilities assessments will be collected by the city as part of the building permit approval process. The city will reimburse the Badger Mountain Irrigation District \$300.00 per ERU (ERU is an equivalent residential unit or a service provided by up to one-inch meter size) on the first 350 ERUs collected and reimburse \$192.00 per ERU thereafter.
4. The Badger South area is defined as shown in Exhibit A attached to the ordinance codified in this section.
5. The frontage fee shall apply to all connections to the public water system except:
 - A. When the existing main crosses the entire property frontage and was installed by the property owner or developer of the property; or
 - B. When the existing main crosses the entire property frontage and was included in an approved latecomer agreement.

For a corner lot, the frontage fee shall be calculated on the longest side of the lot.

The city, as part of the Tri-Cities Estates Local Improvement District (LID) No. 190, constructed water main lines in Oxford Avenue and Oregon Street. Three residences did not participate in the water portion of the LID. The following three properties are required to pay a lump sum frontage charge of \$3,166.45, in addition to the applicable meter charge and facility assessment, at the time of connection to the city water system. These three properties are: 1366 Baywood, 1381 Baywood, and 1391 Baywood. On January 1st of each year, beginning in 2009, the lump sum amount shall be adjusted to compensate for inflation as documented in the Consumer Price Index – Urban (CPI-U) using the Pacific Cities, West – B/C data for July of the previous year. [As of January 1, 2022, the rate has been updated to \\$4,150.09.](#)

Original Price per Lot	2009 West-BC CPI-U= 5.4%	2010 West-BC CPI-U= -2.4%	2011 West-BC CPI-U= 0.7%	2012 West-BC CPI-U= 3.3%	2013 West-BC CPI-U= 1.1%	2014 West-BC CPI-U= 1.6%	2015 West-BC CPI-U= 1.8%	2016 West-BC CPI-U= 0.3%
\$3,166.45	\$3,337.44	\$3,257.34	\$3,280.14	\$3,388.39	\$3,425.66	\$3,480.47	\$3,543.12	\$3,553.75

Editor's note: The Tri-Cities Estates water latecomer rates in RMC 18.24.050 were updated ~~by the public-works department~~ on January 1, ~~2016~~ 2022.

The water facilities assessment may be waived by the Richland city council when providing a water service connection, or connections, to any municipally owned public park, where the cost of constructing such municipally owned public park, or a portion of such cost, has been borne by the property owners specially benefitted thereby and may likewise be waived by the Richland city council when providing water service connection, or connections, to previously existing residences where the cost of providing a water service connection, or connections, is paid in whole or in part by a state or federal grant-in-aid community rehabilitation, or to newly constructed residences where the cost of providing a water service connection, or connections, is paid in whole or in part by a state or federal grant to provide housing for low-income families or handicapped persons and may likewise be waived by Richland city council when providing a water service connection or connections for new publicly funded facilities built for public use.

18.24.060 Effective date of assessment.

The water transmission, storage and source of supply facilities assessment as described in RMC 18.24.050 is imposed upon all property owners who have requested a new water service connection or increased capacity water service by their purchase of a water services connection permit on or after December 9, 1975; provided, however, that in no event shall such assessment be charged where the actual connection was made prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070. Such assessment shall become due and owing at the time the water services connection permit is obtained; provided further, that in those instances where the permit was obtained prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070, such fee shall become due at the time the actual connection is made.

18.24.070 Imposition of adjusted facilities assessment.

All existing customers, notwithstanding their exemption from the imposition of a facilities assessment by virtue of having received a meter connection prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070, shall be required to pay an adjusted facilities assessment where an increased capacity water service connection permit is requested after December 9, 1975; provided, however, that in no event shall such an assessment be made where the actual increased capacity connection is made prior to the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070. The amount to be assessed in such instances shall be the difference between the facilities charge that would have been required for the earlier installed service and that charge imposed upon the size water service connection installed.

A customer having paid an initial water facilities assessment shall also be required to pay an adjusted facilities assessment where an increased capacity water service connection permit is

obtained after the effective date of the ordinance codified in RMC 18.24.050 through 18.24.070. The adjusted facilities charge shall be determined as provided in this section.

18.24.075 Latecomer agreements.

Any developer using private funds to construct utility system improvements in the city or within the city's utility service area may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later derive a benefit from the utility system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.

18.24.080 Severability.

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

Section 3. This Ordinance shall be published in the official newspaper of the City of Richland on April 10, 2022 and take effect on June 1, 2022.

Section 4. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: March 15, 2022

Second Reading: April 5, 2022

Date Published: April 10, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 2022-13, Approving the Rezone of 9.4 Acres Located at 2500 Chester Road from Agriculture (AG) to General Business (C-3)

Department:

Development Services

Ordinance/Resolution Number:

2022-13

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-13, approving the rezoning of 9.4 acres from Agriculture (AG) to General Business (C-3).

Summary:

Knutzen Engineering filed an application with the City petitioning to rezone a 9.4-acre site from Agriculture (AG) to General Business (C-3). The purpose of this request is to zone the site in a manner consistent with the city's Comprehensive Plan while allowing for development styles typical of busy arterial roadway intersections. The site is comprised of two un-platted parcels totaling approximately 9.4 acres lying at the intersection of Van Giesen Street and the By-Pass Highway.

The Richland Hearing Examiner held an open-record public hearing on February 14, 2022 and recommended approval of the rezone request.

Site-specific rezones are Type IIIA permit applications under RMC 19.02.010. A closed-record decision hearing was held by Richland City Council on March 15, 2022.

Staff recommends approval of Ordinance No. 2022-13 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 2022-13
2. Staff Report - Knights of Columbus (AG to C-3)
3. Richland Hearing Examiner Recommendation - Knights of Columbus

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING TITLE 23: ZONING REGULATIONS OF THE RICHLAND MUNICIPAL CODE AND THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING ON 9.4 ACRES FROM AGRICULTURE (AG) TO GENERAL BUSINESS (C-3); SAID PROPERTY BEING LOCATED AT THE SOUTHWEST CORNER OF VAN GIESEN STREET AND HIGHWAY SR-240, AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.

WHEREAS, on February 14, 2022, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from Knutzen Engineering, acting on behalf of Columbian Club Inc., aka Knights of Columbus, to change the zoning of the property hereafter described in Section 2 and located at the southwest corner of the intersection of Van Giesen Street and State Route 240; and

WHEREAS, following the February 14, 2022 open-record public hearing, the Richland Hearing Examiner issued an 8-page written recommendation to the Richland City Council that concluded with a favorable recommendation to approve the requested rezone; and

WHEREAS, the Richland City Council has considered the written recommendation of the Richland Hearing Examiner and the record created during the February 14, 2022 open-record public hearing; and

WHEREAS, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on March 15, 2022 and has considered the totality of the record.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interests of the public.

Section 2. Said property, depicted in **Exhibit A**, attached hereto and incorporated by this reference, is more particularly described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, LYING WEST OF THE BOUNDARY OF THE PLAT OF RICHLAND, VENTON COUNTY, WASHINGTON.

Section 3. Such property is rezoned from Agriculture (AG) to General Business (C-3).

Section 4. Richland Municipal Code Title 23 and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are hereby amended by amending Sectional Map Numbers 9 and 13, which are two of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B**, and bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. The findings of fact and conclusions of the Richland Hearing Examiner as provided in the Hearing Examiner's February 17, 2022 written recommendation are hereby adopted as the findings of fact and conclusions of the Richland City Council.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Maps Nos. 9 and 13, duly certified by the City Clerk as a true copy.

Section 7. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 8. 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 9. 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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

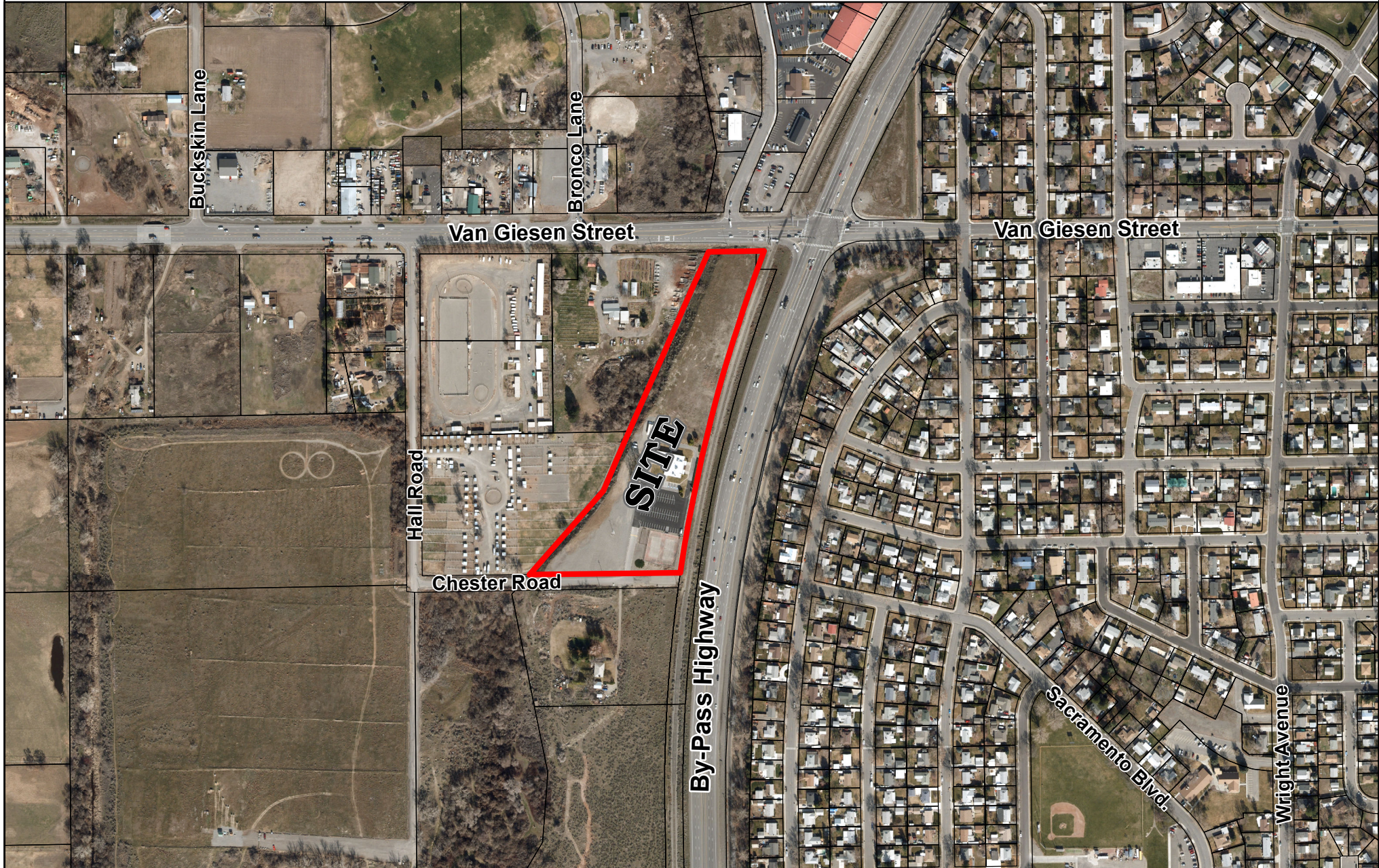
Heather Kintzley, City Attorney

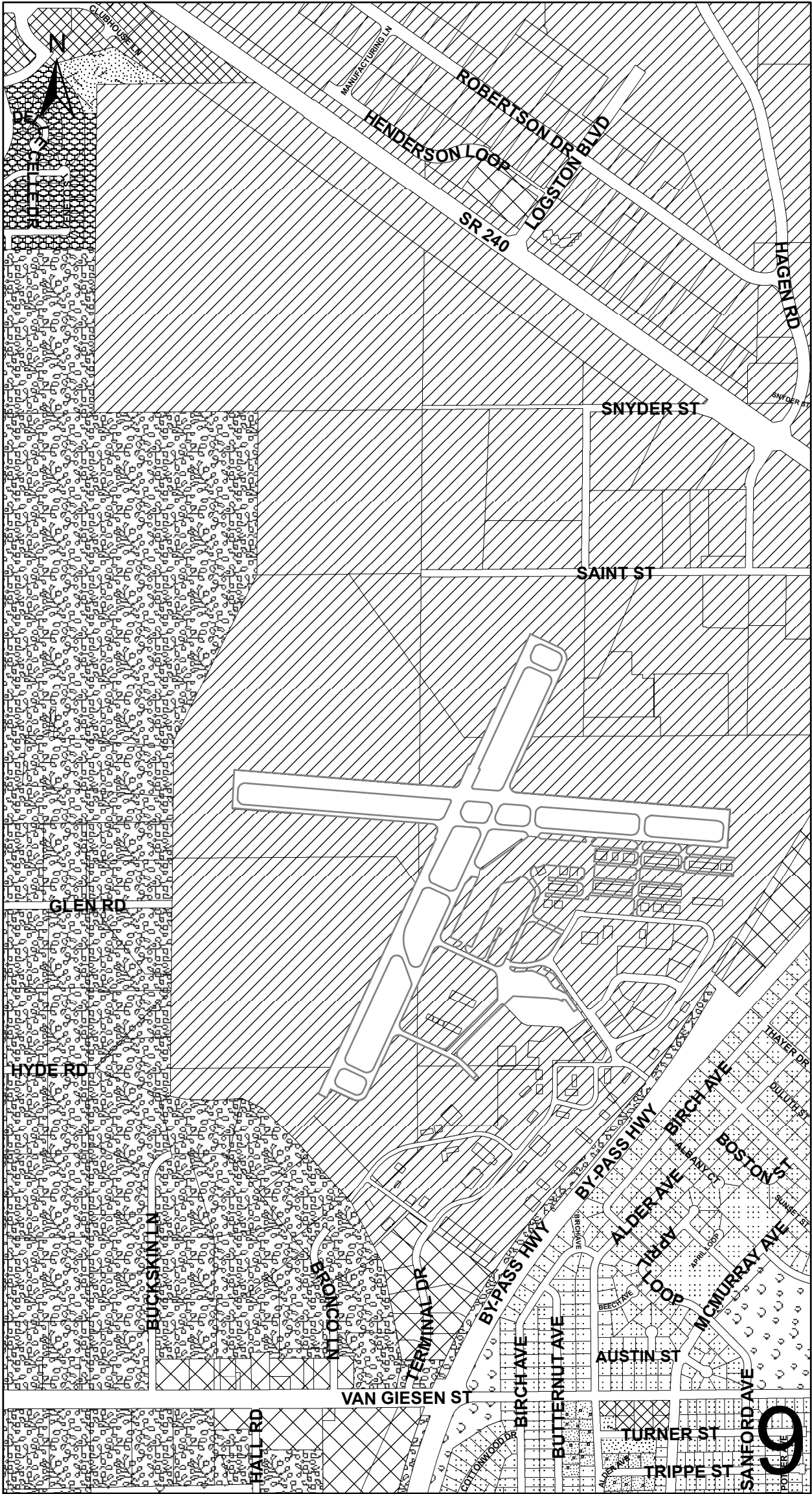
First Reading: March 15, 2022
Second Reading: April 5, 2022
Date Published: April 10, 2022

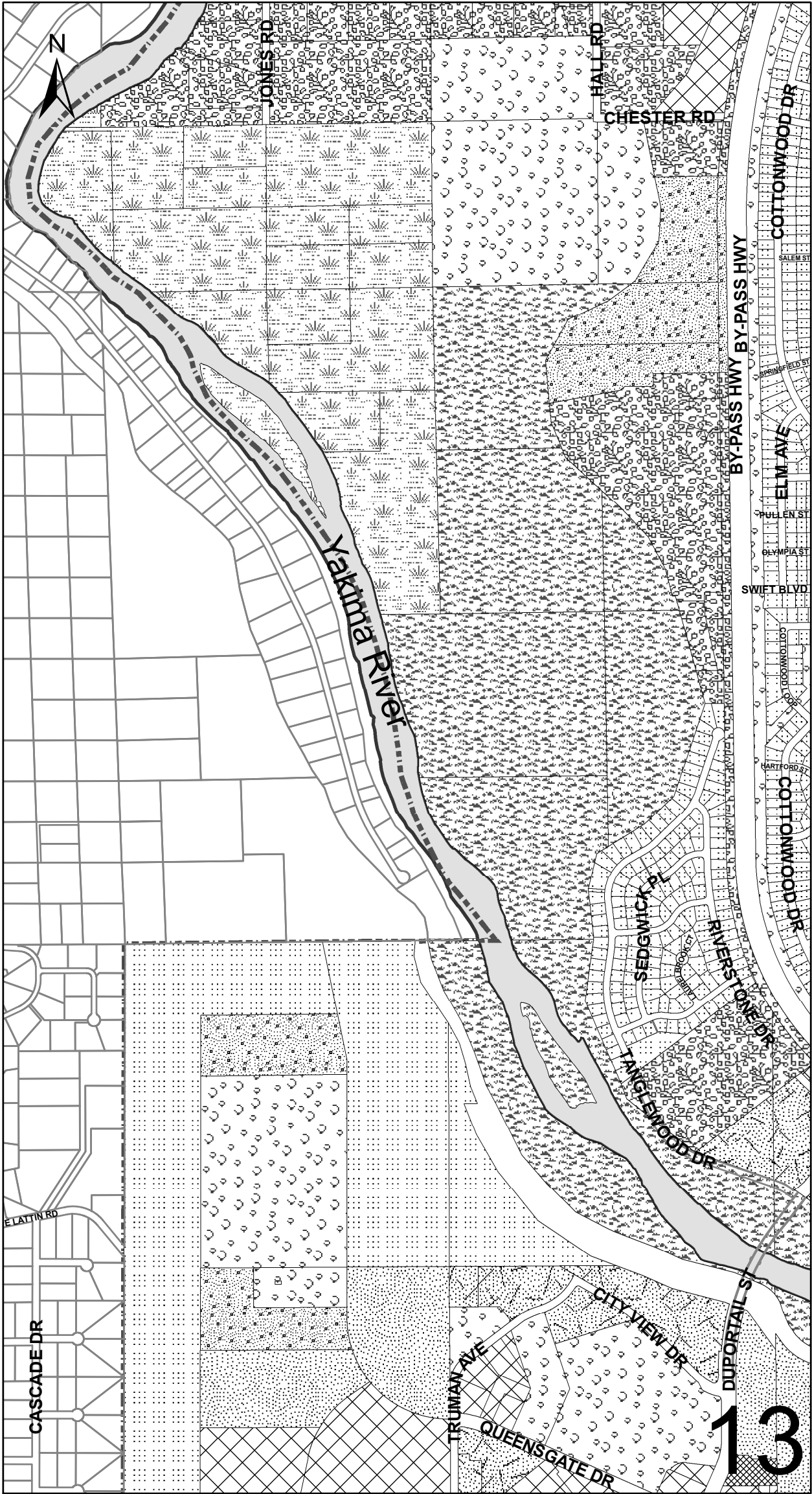
Exhibit A

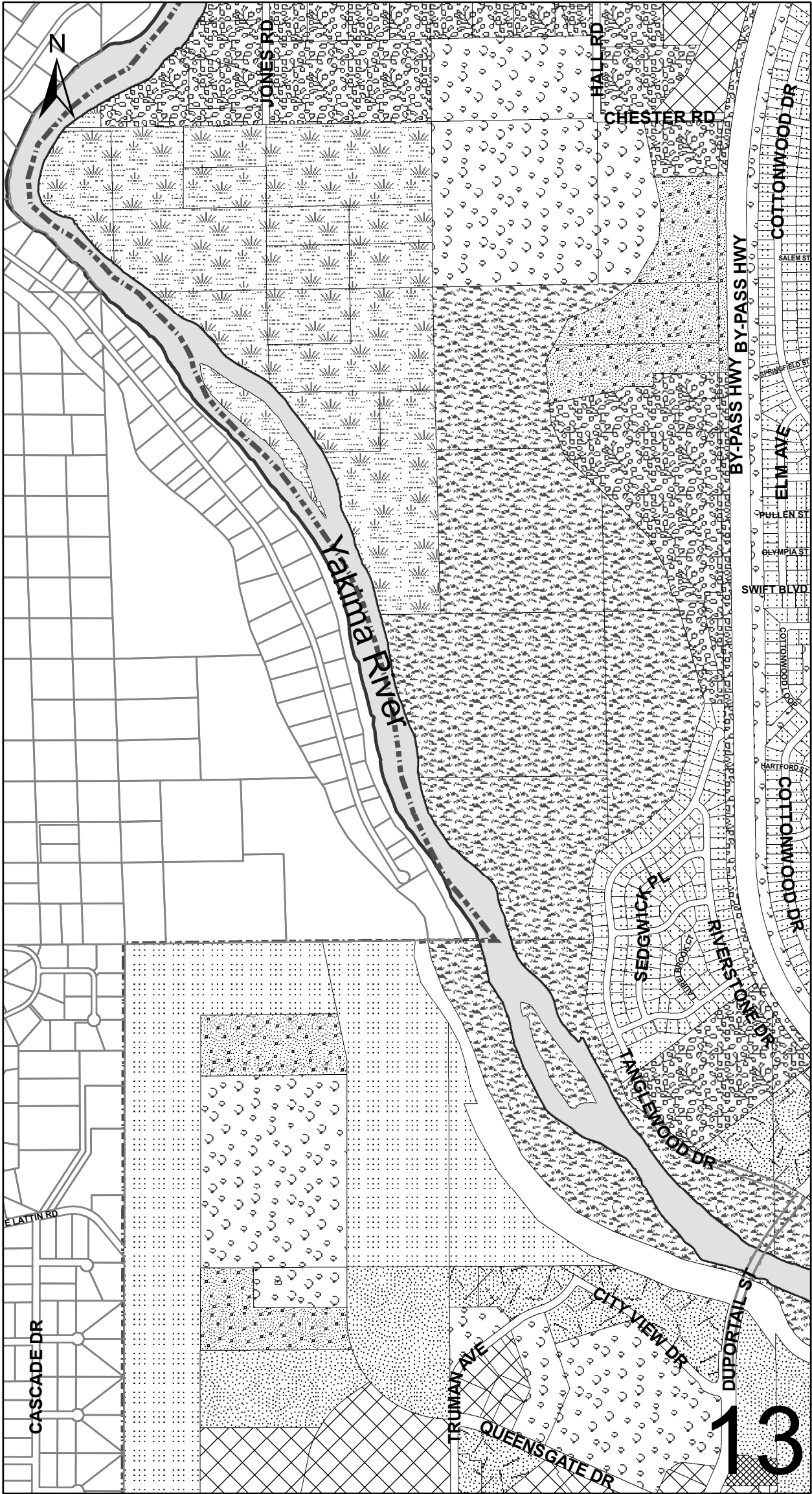
Ordinance No. 2022-13

Item: Rezone AG to C-3
Applicant: Knutzen Engineering
File #: Z2021-107









**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: Knights of Columbus Rezone

LOCATION: The project site occupies the southwest corner of the Van Giesen Street/By-Pass Highway intersection (APN's: 1-04984000005000 & 1-03983000001000).

APPLICANT: Knutzen Engineering (Paul Knutzen) on behalf of Jerry Rhodes (Knights of Columbus)

FILE NO.: Z2021-107

DESCRIPTION: Request to change zoning of approximately 9.4 acres from AG (Agriculture) to General Business (C-3).

PROJECT TYPE: Type 3 Site-Specific Rezone

HEARING DATE: February 14, 2021

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED ACTION: Approval

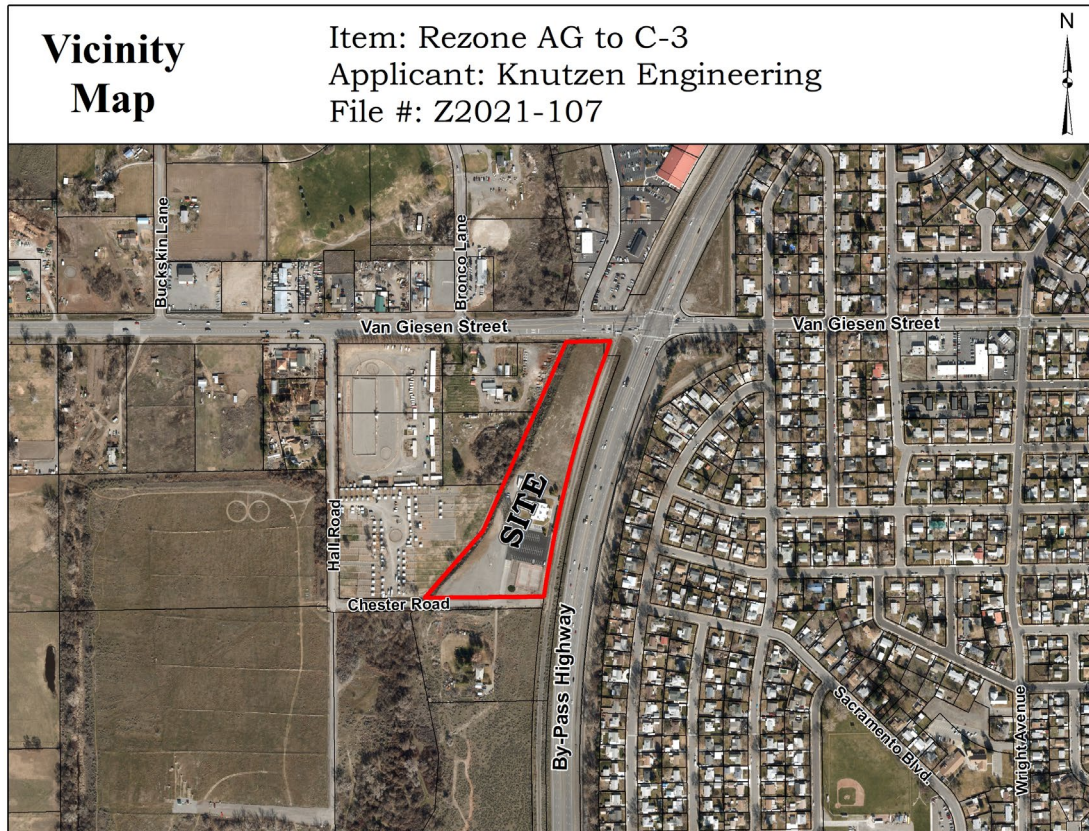


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

On December 3, 2021, Knutzen Engineering filed an application (Exhibit 1) with the City, petitioning to rezone a 9.4-acre site from Agriculture (AG) to General Business (C-3). The purpose of this request is to zone the site in a manner consistent with the city's Comprehensive Plan while allowing for development styles typical of busy arterial roadway intersections.

SITE DESCRIPTION & ADJACENT LAND USES

The site is comprised of two un-platted parcels totaling approximately 9.4-acres lying at the intersection of Van Giesen Street and the By-Pass Highway (see Fig. 1 above). Combined, the parcels form a linear trapezoid, measuring approximately 1,311 feet in its longest dimension, and 607 feet at its widest dimension. The property is legally described as Tract A of record survey No. 2834 (Exhibit 2). Tract A borders Van Giesen Street to the north and Chester Road to the south. The site is separated from the By-Pass Highway by a narrow, 70-foot-wide, parcel containing an active local railway line.

Most of the property is flat, except for the land along the west property line where it falls sharply (approximately 20 vertical feet). In this way the site appears as a plateau above land to the west. The southern portion of the site is developed with a

7,530 square foot commercial building, a few accessory structures, tennis courts, landscaping and a recently improved parking lot containing 84 parking stalls including ADA compliant stalls. The site has been developed for and is used by the Knights of Columbus, a global Catholic fraternal service order.

The site gains vehicle access from Chester Road along the south property line. Chester Road is a minimally improved roadway having a 24-foot-wide asphalt surface but without curbs, gutters, or sidewalks. The overhead power pole on Chester Road in front of the site contains a street light fixture, providing nighttime visibility near the driveway entrance.

North: The Van Giesen Street right-of-way borders the site to the north. Van Giesen Street is classified as a principal arterial roadway. A parking lot occupies the site immediately on the north side of Van Giesen Street. The parking lot is currently zoned AG.

South: Chester Road borders the south side of the property. The six-acre parcel on the south side of Chester Road is zoned AG and contains a single-family home.

East: The site to the east is zoned AG and contains an active railroad line.

West: The site to the west is zoned C-3 (as of 2021) and contains a plant nursery.

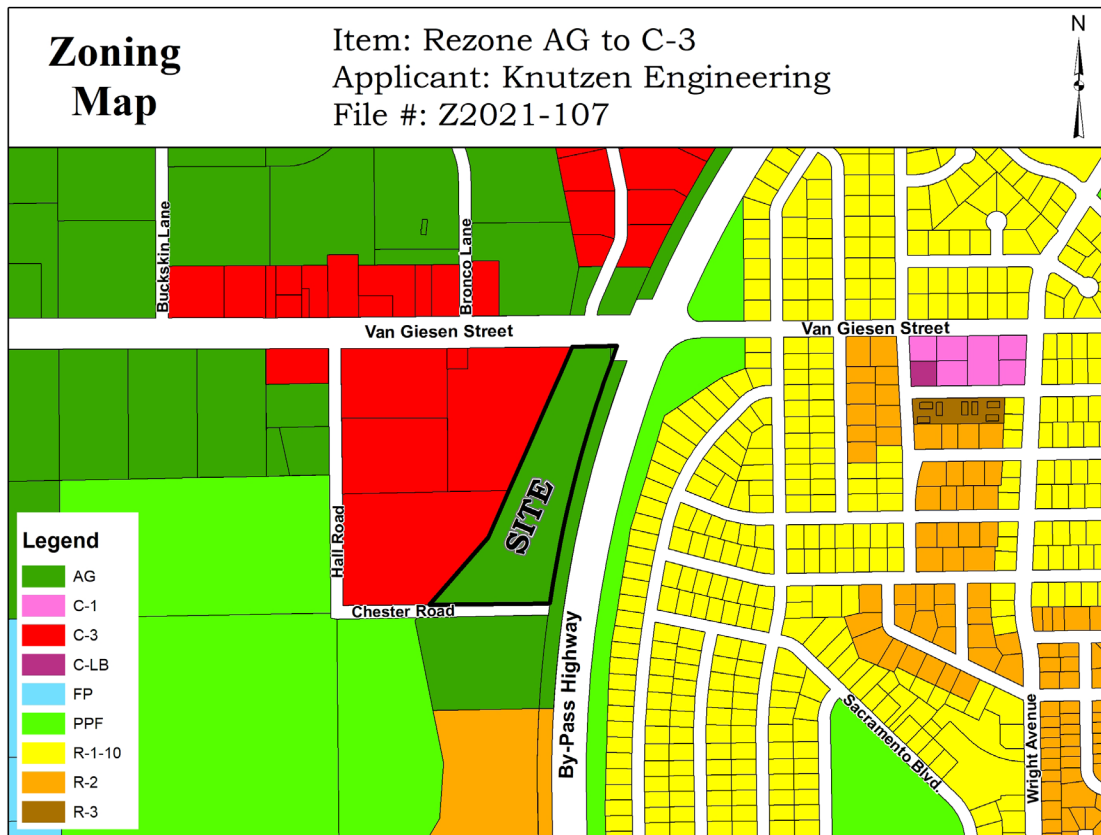


Figure 2 – Zoning Map

CURRENT ZONING

The zoning map above illustrates the site's current Agriculture (AG) zoning together with the zoning assigned to adjacent and surrounding properties.

The Agriculture (AG) use district is an agricultural zone classification providing for agricultural and single-family residential uses compatible with open lands in the northwest portion of Richland; most of which lies in the Yakima River floodplain.

The Agricultural (AG) zone is a zoning classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan (RMC 23.14.010).

REQUESTED ZONING

The General Business (C-3) zone is designed to provide a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are either designated as commercial or designated as industrial and located adjacent to SR 240 under the City of Richland comprehensive plan [RMC 23.22.010.D].

PUBLIC NOTICE

Application Date:	December 3, 2021
Notice of Hearing Mailed:	December 29, 2021
Notice of Hearing Posted:	December 29, 2021
Notice of Hearing Published:	January 23, 2022
Public Hearing:	February 14, 2022

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site, publication in the *Tri-City Herald* newspaper and posting on the City's website. Copies of the notices and affidavits are included in Exhibit 5. As of the date of this report, city staff received no comments from the public at large. The Washington State Dept. of Transportation (WSDOT) submitted a written comment (see Exhibit 3). All notices were properly distributed.

UTILITY AVAILABILITY

City utility mapping records indicate the site contains a municipal water line, municipal power, and a private septic system. Details of each utility are provided below.

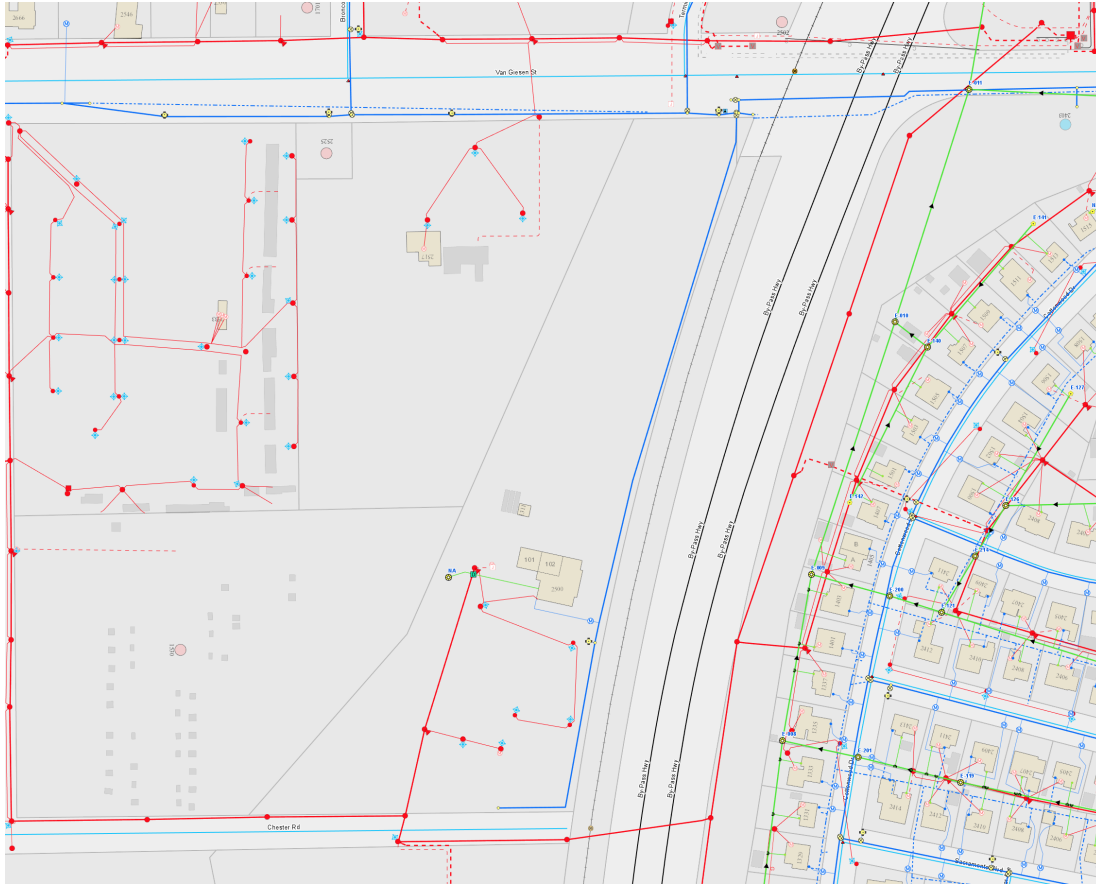


Figure 3 - Utilities Map

(Blue = water, Green = sewer, Red = electrical power)

SEWER

The existing building treats effluent by discharging it to a 500-gallon septic tank west of the building. The municipal sewer line nearest to the site is in Van Giesen Street, approximately 420-feet east of the site's northeast corner. However, that sewer line is not available for gravity flow due to elevation differences. Future site development may need to rely on a privately-owned pressurized grinder pump and wet well pumping effluent to the manhole over 600-feet to the north. Any work in the adjacent segment of Van Giesen Street may require WSDOT approval as the road segment is considered state highway.

WATER

An eight (8) inch water main located in Van Giesen Street is stubbed into the site at the site's northeast corner. The 4-inch stub feeds the existing building and extends to the property's Chester Road frontage at the south end.

ELECTRICAL POWER

Richland Energy Services (RES), a municipal public utility district, will service development on the site. Three-phase RES overhead power lines run over Chester Road with a couple of connecting spans running north on-site before reaching the building. Three-phase overhead power lines extend along the north side of Van Giesen Street.

TRANSPORTATION

Access into the site is available from Chester Road along the south property line and potentially from the site's Van Giesen Street frontage near the intersection with SR-240. The Chester Road access point lies approximately 1,770-feet from Van Giesen Street by way of vehicle travel. The Washington State Dept. of Transportation provided a comment letter with some insight into Van Giesen access availability for future development (see Exhibit 3).

SEPA

No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6)(c) which provides for exemptions under the following circumstances:

Where an exempt project requires a rezone, the rezone is exempt only if:

- (i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;*
- (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
- (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

In this case, the proposed project is located with the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an environmental impact statement.

COMPREHENSIVE PLAN

Richland's Comprehensive Plan designates the subject site for Commercial land uses. The General Business (C-3) zone is included in the Commercial Zoning Districts chapter of the Zoning code (RMC 23.22). In this way the proposal is consistent with the Comprehensive Plan.

The following land use map illustrates the city's Comprehensive Plan land use designations for the site and surrounding vicinity as depicted by the city's GIS mapping database. The C-3 zoning classification is intended to be applied to

portions of the city designated as Commercial under the City of Richland Comprehensive Plan.

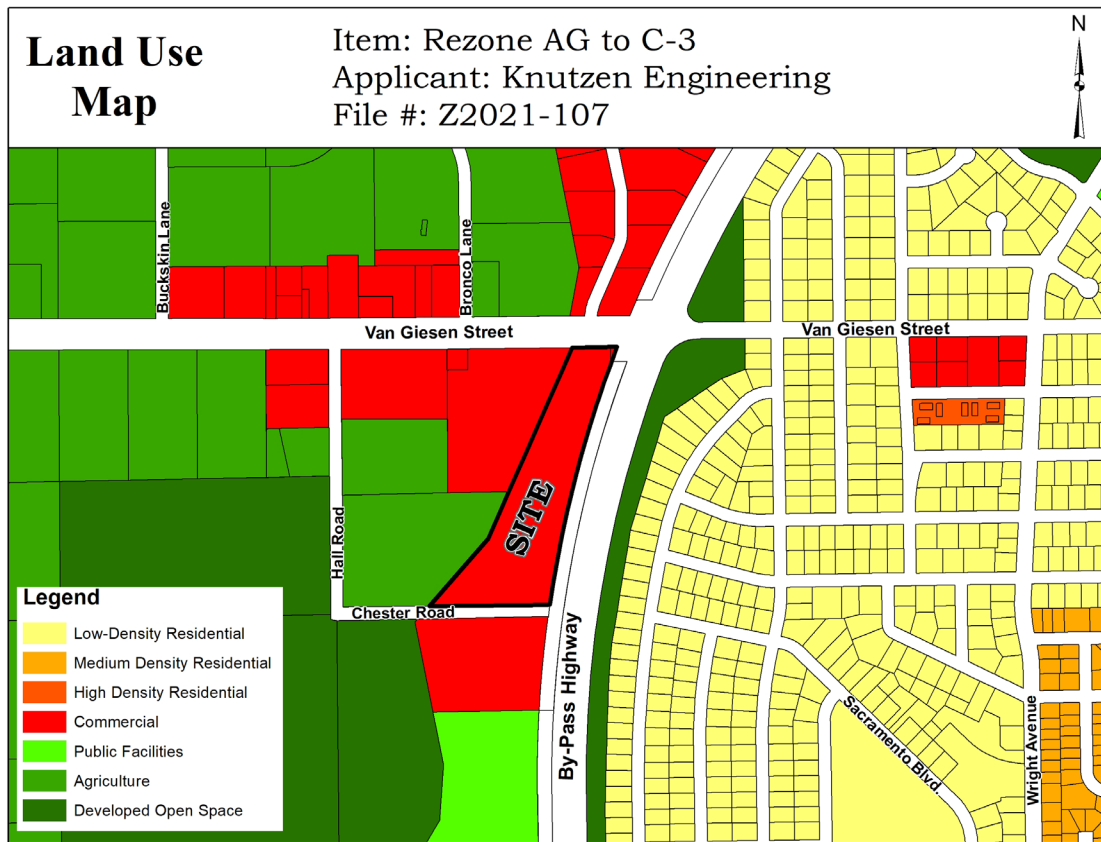


Figure 4 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed rezone application:

Land Use Goal 1:

Plan for growth within the urban growth area and promote compatible land use.

Policy 1 - Revitalize areas that are already within the City, especially areas within the Central Business District, such as the Parkway and Uptown, and the Island View areas.

Policy 2 - Facilitate planned growth and infill developments within the City.

Land Use Goal 2:

Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1 - Maintain a variety of land use designations to accommodate appropriate residential [and] commercial [...] uses that will take advantage of the existing infrastructure network.

LU Goal 4:

Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Land Use Goal 5:

Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1 – Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

BACKGROUND

The subject site was annexed into the City in 1956. In 1965 the Richland Board of Adjustment approved a conditional use permit request to allow a fraternal club in the AG zone. Construction of the existing building was completed in 1968. Accessory structures seen in areal imagery were originally permitted in 1982 and additions thereto in 2017.

ANALYSIS

Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and (3) the rezone must have a substantial relationship to the public health, safety, morals or general welfare.

Purposes of this rezone request, the central questions presented are:

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

The site is already designated for commercial uses by the City's Comprehensive Plan. The rezone request would change the zoning from Agriculture (AG) to a conforming commercial zoning district (C-3). The bulk of the subject property remains undeveloped due to the limited number of land uses permitted in the AG zone. As a result, the site has been left unattended and while it is not overgrown with weeds and noxious vegetation; leaving it in a distressed/undeveloped condition is not in the public interest. The requested rezone is meant to facilitate the applicant's plans to develop

the site in a manner fully authorized by the C-3 zoning regulations and commercial land use designation.

2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application.

In Planning staff's professional opinion, the site's location is appropriate for a C-3 zoning assignment. Agriculture zoning, generally, is of little utility within an urban growth boundary due to the zone's highly restrictive land use limitations. Very low residential allowances and commercial land use restrictions detract from the City's ability to meet goals of the Growth Management Act aimed at reducing urban sprawl and encouraging development in urban areas [RCW 36.70A.020], by reducing the City's ability to meet density requirements necessary to expand urban growth area boundaries. Since the site does not lie within a 100-year flood zone, Agriculture zoning does not serve a useful purpose in this location.

Richland's Comprehensive Plan designates the site as suitable for commercial land uses. In this way the proposed rezone is supported by the City's Comprehensive Plan. Comprehensive Plan conformance is the primary review criteria when considering rezone requests. The application satisfies this criterion.

The site's proximity to the Van Giesen Street/By-Pass Highway poses a potential challenge for future access. The intersection is controlled by the State, which typically imposes conservative direct access allowances onto roads under their jurisdiction. If direct access on to Van Giesen Street is precluded, future site development may need to rely on indirect access from Van Giesen Street to Hall Road to Chester Road to an easement leading north through the site; effectively forming a spiral or loop. It may be reasonable to expect future development to be tasked with improving the access route, depending on the specific land use proposed for development and its associated vehicle trip volume generation. Said access route currently supports very low traffic volumes; therefore, relatively moderate traffic volume increases would be considered significant from a traffic engineering perspective. The discussion above is for general discussion purposes, this report is not intended to convey specific development requirements.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2021-107) and recommends approval of the request based on the following:

1. The site is comprised of two parcels totaling approximately 9.4-acres in area.

2. The entire site is currently zoned Agriculture (AG).
3. The applicant filed a request to rezone the site to General Business (C-3).
4. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses.
5. The C-3 purpose statement (RMC 23.22.010.D) states C-3 zoning is intended to be applied to commercially designated lands per the Comprehensive Plan.
6. The site contains a Knights of Columbus event center.
7. The site lies adjacent to Chester Road and Van Giesen Street.
8. Establishment of the General Business (C-3) zoning district is consistent with the intent of the Comprehensive Plan.
9. The subject site is adjacent to the busy intersection of the By-Pass Highway and Van Giesen Street.
10. The subject site is immediately west of and adjacent to an active railroad track.
11. The rezone request is exempt from the provisions of the State Environmental Policy Act [WAC 197-11-800(6)(c)].
12. Much of the utility infrastructure available to serve this site lies within the adjacent rights-of-way.
13. The site presents engineering challenges for gaining municipal sewer service.
14. The site's proximity to an active railroad line makes it less attractive to more noise-sensitive land uses; and
15. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Rezone Application Materials
2. Record Survey 2834
3. Comments
4. Site Photos
5. Public Notices & Affidavits



Exhibit 1

City of Richland
Development Services

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

Z2021-107
Zoning Map Amendment Application

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

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Jerry Rhodes

Address: P.O. Box 1754, Richland, WA 99352

Phone: (509) 212-0900

Email: kchelp@aol.com

APPLICANT/CONTRACTOR INFORMATION (if different)

☒ Contact Person

Company: Knutzen Engineering

UBI#: 603-538-277

Contact: Paul Knutzen

Address: 5401 Ridgeline Drive Suite 160, Kennewick, WA 99338

Phone: (509) 222-0959

Email: paul@knutzenengineering.com

DESCRIPTION OF WORK

Changing the current zone from Agriculture (AG) to General Commercial (C-3).

PROPERTY INFORMATION

Parcel #: 1-0498-400-0005-000, 1-0398-300-0001-000

Legal Description: See attached survey legal descriptions.

Current Zoning: AG

Current Comp Plan: Commercial

Requested Zoning: C-3

Current Use: Commercial

Proposed Use: Commercial

Area of Property: 12.3 acres

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:
The subject properties are zoned Agriculture (AG) and is surrounded by both AG and General Commercial (C-3).
The existing primary use of one of the lots is a catholic non-profit organization which is a non conforming use.
The parcel has been difficult to develop due to the remaining developable land located away from the main street frontage .

Any hardship that may result in the event the rezone is not granted:

Site will remain undeveloped and underutilized in a growing and commercially driven portion of Richland.

The manner in which the proposed rezone conforms to patterns in adjacent zones:

The proposed rezoning will allow the underutilized land to be developed as a commercial lot.

Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:

Benefits to adjacent surrounding zones include development of an area of unimproved property that will finally become a valuable asset to the City of Richland.

Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:

Requested zone change will bring existing commercial into conformance with Richland's zoning code, thereby solidifying its purpose within the comprehensive plan. No adverse effects are known.

The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:

Rezone will result in developing an area of unimproved property, generating property, permit and sales tax revenue to the city. Development of the site will also benefit the city by reducing current issues with loitering and illegal dumping occurring on the undeveloped land. No detriments are known.

Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:

The proposed rezone remains commercial in nature, keeping in guiding principles set forth in the comprehensive plan, and brings an existing non-conforming use into compliance.

Whether the proposed rezone represents spot zoning and whether a larger area should be considered:

The rezone is not considered a spot zone as it remains commercial in nature within the comprehensive plan.

Identify impacts on the environment and public safety:

The rezoning will have no adverse impacts to the environment nor public safety. Proposed commercial rezone meets the intent of existing comprehensive plan for the site.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

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

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

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

Applicant Printed Name: Paul Knutzen

Applicant Signature:  Date 12/2/21



CONSENT TO EXCEED REVIEW PERIOD

PROJECT INFORMATION

Project Name: KC Help Rezone

Planning File No. (if known):

Project Location (address or parcel no.): 2500 Chester rd, Richland, WA 99354

APPLICANT INFORMATION

Name: Paul Knutzen (Knutzen Engineering)

Address: 5401 Ridgeline Drive Suite 160

City: Kennewick

State: WA

Zip: 99338

Phone: (509) 222-0959

Email: paul@knutzenengineering.com

TYPE OF REVIEW PERIOD:

☐ 30-Day for Short Plat (RCW 58.17.140)

☐ 90-Day for Preliminary Plat (RCW 58.17.140)

☐ 30-Day for Final Plat (RCW 58.17.140)

☒ 120-Day for All other Land Use Permit Applications (RCW 36.70B)

SIGNATURE:

Washington State Law requires the city approve, approve with conditions, return to the applicant for modifications, or deny the application within a specified time frame of receipt of a complete application.

However, I understand that it will not be possible for the City of Richland to process the above identified project within the timeframe required by RCW 58.17.140 and/or 36.70B.
I, consent to an extension of the time-frame selected above.

Signature: Paul Knutzen

Date: 12-08-21

RECORD DESCRIPTIONS

TRACT A

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., EXCEPT THAT PORTION INCLUDED IN PLAT OF RICHLAND, AND EXCEPT THAT PORTION LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING ON NORTH BOUNDARY OF SAID SUBDIVISION 143.28 FEET FROM EAST QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 24° 04' 55" WEST 78.9 FEET TO SOUTH LINE OF VAN GIESEN ROAD; THENCE CONTINUING SOUTH 24° 04' 55" WEST 1005.71 FEET; THENCE SOUTH 41° 30' 02" WEST 478.66 FEET TO SOUTH BOUNDARY OF SAID SUBDIVISION AND TERMINUS OF SAID LINE.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., LYING WEST OF THE BOUNDARY OF THE PLAT OF RICHLAND, BENTON COUNTY, WASHINGTON;

TRACT B

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

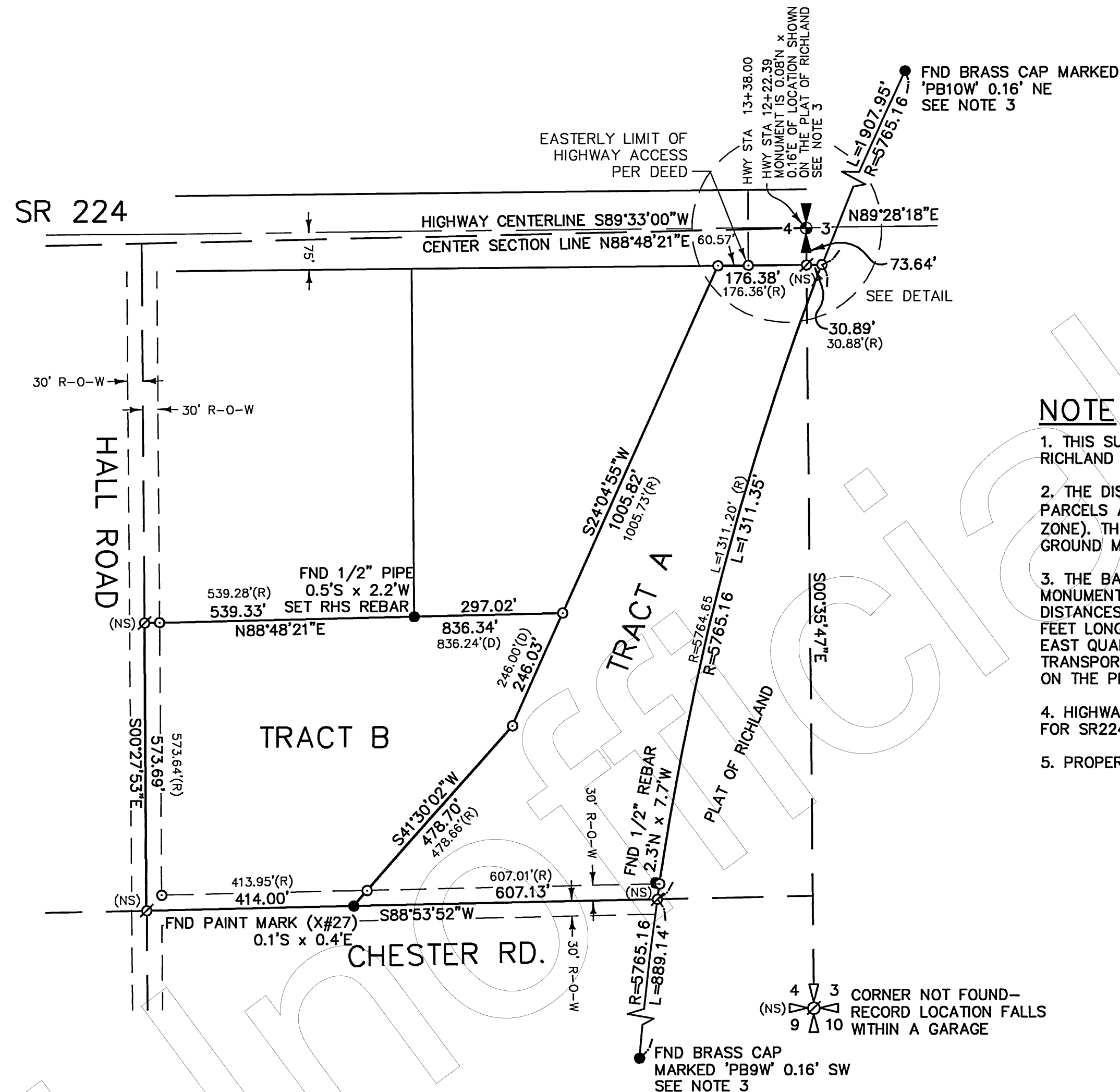
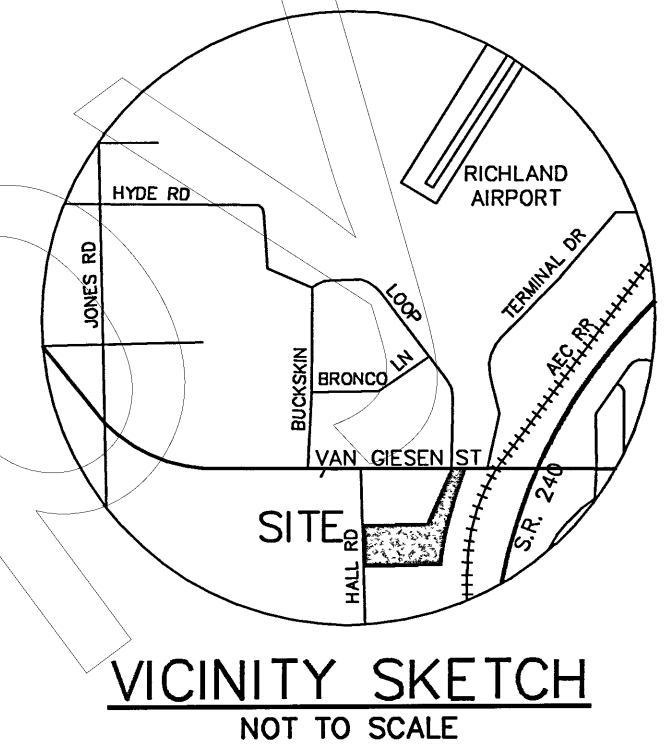
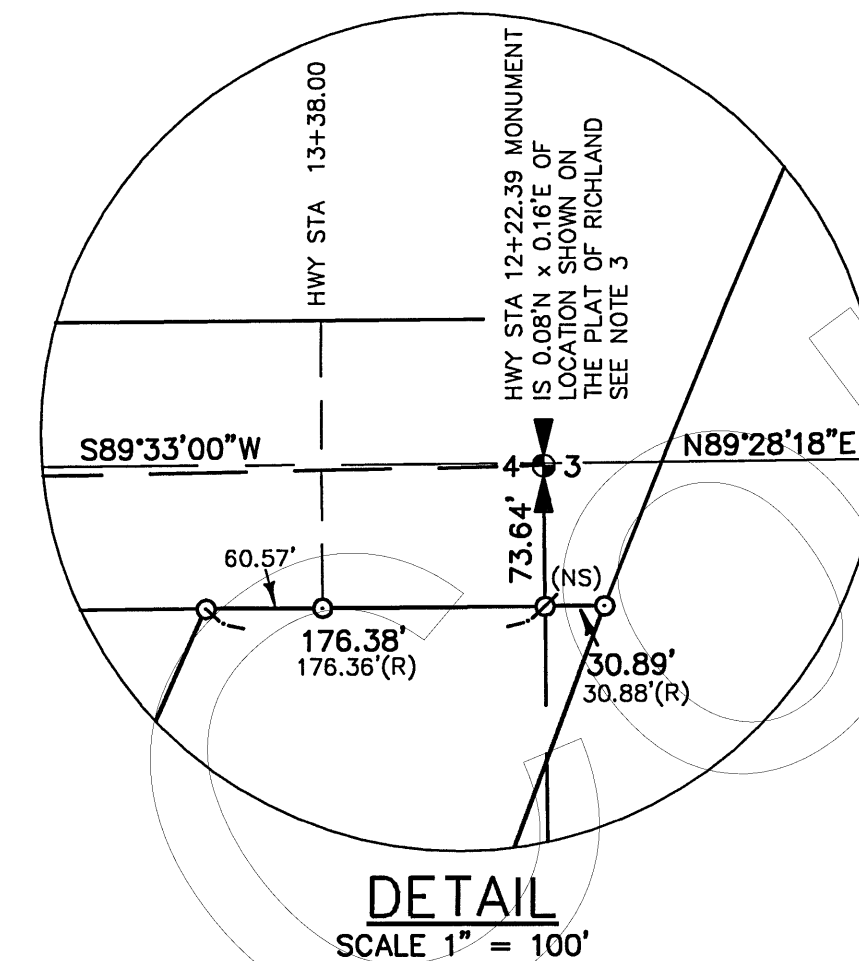
BEGINNING AT A POINT IN THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER WHICH IS DISTANT 143.28 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 24° 04' 55" WEST 838.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 24° 04' 55" WEST 246.00 FEET; THENCE SOUTH 41° 30' 02" WEST 478.66 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 53' 51" WEST ALONG SAID SOUTH LINE 413.95 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 0° 27' 52" WEST ALONG THE WEST LINE OF SAID SUBDIVISION 573.64 FEET; THENCE NORTH 88° 48' 21" EAST 836.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET FOR ROAD.

Exhibit 2

RECORD SURVEY NO. 2834

N.E.¼ OF THE S.E.¼, SEC. 4, T. 9N., R. 28E., W.M.

CITY OF RICHLAND
BENTON COUNTY, WASHINGTON



NOTE

1. THIS SURVEY IS BASED ON THE SUPPLEMENTAL MAP TO THE PLAT OF RICHLAND FOR SEC. 4, T. 9N., R. 28E., W.M.
2. THE DISTANCES ON THE PLAT OF RICHLAND AND THE DEEDS FOR THESE PARCELS ARE BASED ON WASHINGTON STATE GRID SYSTEM (NAD 27, SOUTH ZONE). THESE DISTANCES WERE SCALED BY A FACTOR OF 1.0000892 TO FIT GROUND MEASUREMENTS.
3. THE BASIS OF BEARING WAS DERIVED FROM THE PLAT OF RICHLAND MONUMENTS PB9W AND PB10W. AFTER CORRECTING FOR STATE PLANE DISTANCES, THE DISTANCE BETWEEN THESE MONUMENTS MEASURED 0.33 FEET LONG. THIS ERROR WAS SPLIT BETWEEN THE TWO MONUMENTS. THE EAST QUARTER CORNER FOR SECTION 4 HAS BEEN RESET BY THE DEPT. OF TRANSPORTATION AND WAS NOT HELD IN RE-ESTABLISHING CORNERS SHOWN ON THE PLAT.
4. HIGHWAY STATIONING WAS TAKEN FROM PAGE A13 OF THE WSDOT PLANS FOR SR224 DATED 12 APRIL 1991.
5. PROPERTY BOUNDARIES RUN ALONG CENTER OF ROADWAY EASEMENTS.

LEGEND

- = SET 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- = FOUND AS INDICATED
- (NS) = NOT FOUND OR SET
- ⊙ = FOUND WASHINGTON D.O.T. CASED MONUMENT
- D = DEED
- R = RECORD (PLAT OF RICHLAND MAP OF SEC. 4)
- ↗ = CROWS FOOT (LIMITS OF DIMENSIONS)

SCALE 1" = 200'



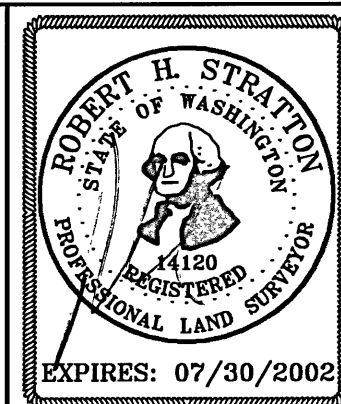
BASIS OF BEARING
PLAT OF RICHLAND
EQUIPMENT USED

A FIVE-SECOND TOTAL STATION
TRIMBLE RTK GPS

SURVEYOR'S CERTIFICATE

I, ROBERT H. STRATTON, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED BY ME, IN CONFORMANCE WITH THE SURVEY RECORDING ACT AND THAT THE CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON AT THE REQUEST OF THE KNIGHTS OF COLUMBUS AND TABER HERSUM, AND ALL BEARINGS AND DISTANCES ARE CORRECT.

1-10-2001
DATE



SURVEY FOR

**KNIGHTS OF
COLUMBUS**

(TRACT A)

AND TABER HERSUM

(TRACT B)

INDEX

¼ ¼	SEC	T.	R.
	4	9 N	28 E

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 11th DAY OF JANUARY, 2001 AT 9 MINUTES PAST 9:00 A.M. AND RECORDED IN VOLUME 1 OF SURVEYS PAGE 2834 AT THE REQUEST OF ROBERT H. STRATTON, P.L.S.
Bobbie Gagne by *[Signature]* 11/09/28/11401
BENTON COUNTY AUDITOR INDEX NO. 2001-000829
FEE NO.



**STRATTON SURVEYING
& MAPPING**

7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
survey@strattonsurvey.com

2868RS4.DWG	
DATE: 1/10/01	SHT. 1 OF 1
DRAWN BY: RLS	JOB # 2868



Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

Exhibit 3

TRANSMISSION SERVICES

January 3, 2022

In reply refer to: Knights of Columbus Rezone (Z2021-107)
Located within a Portion of Section 4, Township 9 North, Range 28 East,
W.M., Benton County, Washington

Shane O'Neill
Senior Planner
City of Richland
625 Swift Boulevard, MS-35
Richland, WA 99352

Dear Shane:

Bonneville Power Administration (BPA) has had the opportunity to review Knights of Columbus Rezone (Z2021-107). The application is to rezone a 9.4-acre site at the southwest corner of Van Giesen Street and the By-Pass Highway located in Richland, WA.

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately .75 miles east of the subject property. BPA does not have any objections to the approval of this request at this time.

Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (509) 544-4747 or by email at jecottrell@bpa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joseph E. Cottrell II".

Joseph E. Cottrell II
BPA Field Realty Specialist



January 6, 2022

City of Richland
625 Swift Blvd., MS-35
Richland, WA 99352

Attention: Shane O'Neill, Senior Planner

Subject: Z2021-107 – Rezone - Rhodes/Knutzen Engineering
SR 240, MP 32.0-32.3

We have reviewed the proposed rezone of approximately 9.4 acres located at the southwest corner of SR 224 (Van Giesen St.) and SR 240 from Agriculture to General Business (C-3) designation and have the following comments. The subject property abuts Van Giesen St. on the north property line but is separated from SR 240 by an existing railroad right-of-way.

SR 240 is a Limited Access highway and WSDOT has acquired access rights to the highway from the subject property, including along Van Giesen St. westerly to station V 13+38. Direct access to the property is prohibited within our access control boundaries. Westerly of V 13+38, Van Giesen St. is classified as a Managed Access Class 3 highway within the corporate limits of the City of Richland. As such, access control for this section of SR 224 is the authority of the City of Richland in accordance with RCW 47.24. It is important to note, per RCW 47.50.030, the city's standards shall meet or exceed department standards. Should the city or property owner have any questions regarding these access restrictions, they may contact Jacob Prilucik at (509) 577-1635 for additional information.

Preliminary discussions on developing this property determined that a right in/right out access onto Van Giesen St. may be feasible within the city limits. All costs for access rights, design, review, approval, and construction will be borne by the City or the developer. Please note that the subject property also has access to Van Giesen St. via Chester and Hall Roads.

SR 240 has traffic congestion primarily due to Hanford traffic during the morning and afternoon peak commute times. The estimated number of trips on SR 240 near the subject property is 32,000 daily trips and 16,000 daily trips on Van Giesen St.

As developments are proposed, they will be subject to review for their impacts to the WSDOT system. Impacts that are determined to be significant will require mitigation, and it is anticipated that all costs will be borne by the development. Of particular concern to the department are the effects developments have on the multimodal capacity, retention and treatment of stormwater, outdoor lighting, noise sensitivity, and signage. This information is normally obtained through a Traffic Impact Analysis (TIA) performed by the developer. The City and developer should consider Transportation

Demand Management (TDM) measures to reduce traffic impacts. It is to the benefit of the City, the State, and the developers to preserve the functionality of Van Giesen St and SR 240.

Thank you again for the opportunity to participate and provide comments. If you have any questions regarding these comments, please contact Debi Freudenthal at (509) 577-1633.

Sincerely,

A handwritten signature in cursive script that reads "Paul Gonseth".

Paul Gonseth, P.E.
Planning Engineer

PG:df

cc: Celeste Gilman, WSDOT Multimodal Planning
Will Simpson, WA Dept. of Commerce

ONeill, Shane

From: Toby Mears <tmears@noanet.net>
Sent: Monday, December 27, 2021 3:58 PM
To: O'Neill, Shane; Anthony Muai; Anthony Von Moos; Ashley Morton; Badger Mountain Irrigation District; Benton County - Segregations; osp; Benton PUD, Electrical; Bill Barlow; Boring, Michael; Boshart, Thomas; Buechler, Ken; Carrie Thompson; Casey Barney, Yakama Nation; Catherine Dickson; Clark Posey; Corrine Camuso, Yakama Nation; Hamilton, Craig; DAHP SEPA Reviews; DAlessandro, Carlo; Darrick Dietrich; Davis, Deanna; Deborah Rodgers; Deskins, John; Eric Mendenhall; FormerOrchards@ecy.wa.gov; Ghbein, Briana; Greg Wendt; Gwen Clear; Hill, Kelly; USPS Ina N. Beutler; Jason McShane; Jennings, Tyler; Jerrod Macpherson; Jessica Lally, Yakama Nation; Jordon, Joshua; Joseph Cichy, Ziply; Joseph Cottrell; Junior Campos; Kelly Cooper; Kevin Knodel; Kevin Sliger; KID Development; KID Webmaster; Lopez, Brandin; M. Deklyne; Map BCES; Mattheus, Pamela; Noah Oliver, Yakama Nation; Pasco99301; Paul Gonseth; Reathaford, Jason; Review Team; Richard Krasner; USPS Richland Postmaster; Rick Dawson; Rob Rodger; Robin Priddy; Sarah Gates; Schiessl, Joe; SEPA Center; SEPA Register; SEPA Unit; Seth DeFoe; South Central Region Planning; T.S. "Max" Platts; Tyutyunnik, Ruvim; WA Dept of Fish & Wildlife; WA Dept of Fish & Wildlife; Westphal, Nichole; William Simpson
Cc: Paul Knutzen
Subject: RE: Knights of Columbus Rezone (Z2021-107)

Shane,

BPUD has aerial fiber on the East side of HWY 240 and the North side of Van Giesan St. Nothing directly through that plat.

Toby Mears

Outside Plant Engineer, NoaNet

Direct: (509) 947-0089 | NOC: (866) 662-6380 | NoaNet



From: [Reathford, Jason](#)
To: [O'Neill, Shane](#)
Cc: [Mattheus, Pamela](#)
Subject: RE: Rezone
Date: Monday, December 27, 2021 9:55:10 AM
Attachments: [image002.png](#)

There is no gravity flow option. The closest gravity sewer is over 600+ feet away and elevations won't allow for this property to gravity to it anyway. They would either have to install an on-site septic system or install a privately-owned pressurized grinder pump and wet well that pumps it to our manhole to the north (that is 600+ feet away). Pete would have to approve this configuration as we normally don't allow privately owned pressurized sewer lines in city streets. PLUS, it may require approval from the DOT too, as this portion of Van Giesen is also a state highway.

From: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>
Sent: Monday, December 27, 2021 8:27 AM
To: Reathford, Jason <jreathford@CI.RICHLAND.WA.US>
Subject: Rezone

From where will sewer service be extended to serve this property in the future?



Shane O'Neill
Senior Planner
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7587

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.



Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 31, 2022

City of Richland Development Services
625 Swift Blvd, MS-35
Richland, WA 99352

RE: Knights of Columbus Rezone (Z2021-107)

Dear Mr. O'Neill:

Thank you for allowing the Washington State Department of Transportation (WSDOT) Aviation Division to provide input on the Knights of Columbus Rezone (Z2021-107).

The subject property of the ADL Holdings Rezone is in the airport influence area of the Richland Municipal Airport and is within Zones 3 of the WSDOT Land-Use Compatibility zones. Commercial developments are allowed in these zones. However, development plans in this zone should be reviewed for compatibility with the Richland Airport to ensure that they will not create a height hazard obstruction, smoke, glare, electronic, wildlife attractants or other airspace hazards.

We appreciate the opportunity to offer written comments. Our office is available for any questions or further discussions. Please don't hesitate to contact me at 360-890-5258 or plattst@wsdot.wa.gov.

Sincerely,

Thomas S. "Max" Platts
Aviation Planner
360-890-5258
plattst@wsdot.wa.gov

Looking South

SITE



Looking North

SITE



Looking North



Looking East



Looking West



Looking West



Looking South



Looking West

Chester Road



SITE



CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (Z2021-107)

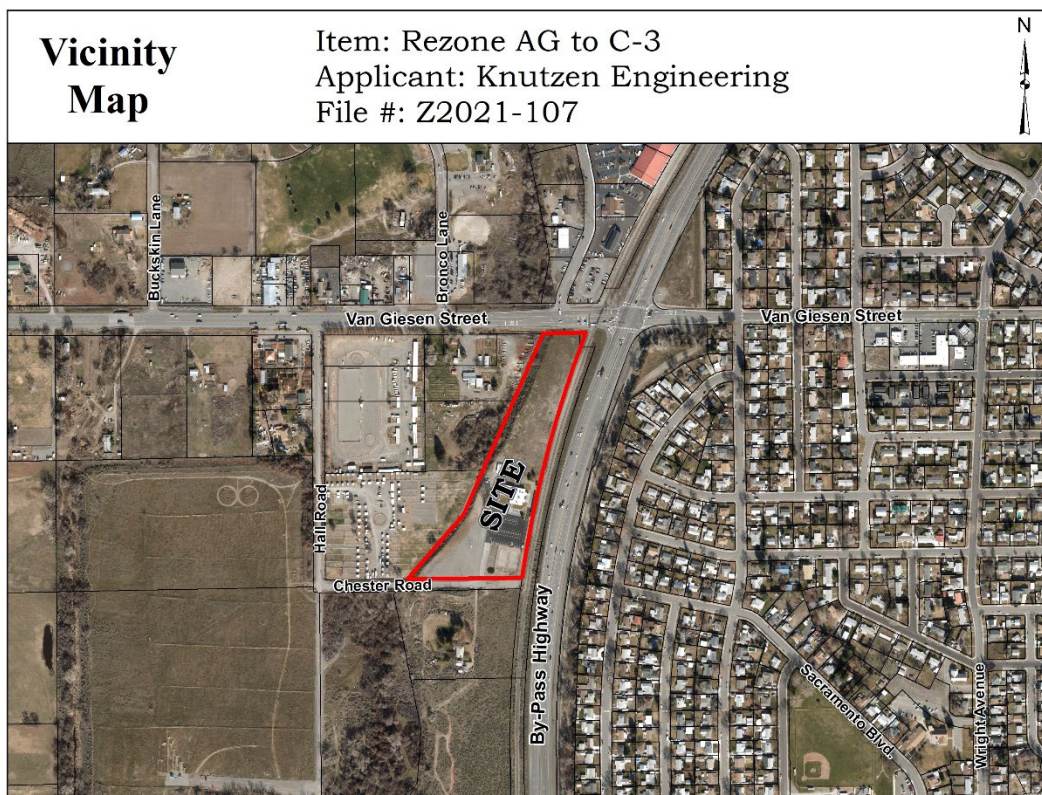
Notice is hereby given that Knutzen Engineering has filed a request to rezone two parcels totaling 9.4-acres from AG (Agriculture) to C-3 (General Business). The project site is located at the southwest corner of the intersection of Van Giesen Street and the By-Pass Highway (APN's 1-04984000005000 & 1-03983000001000). Application materials can be viewed online at www.ci.richland.wa.us.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, February 14, 2022. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

Environmental Review: The proposal is not subject to environmental review. Pursuant to WAC 197-11-800(6)(c) the rezone application qualifies as a categorically exempt action.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Shane O'Neill, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to soneill@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Monday, January 31, 2022 to be incorporated into the staff report. Written comments received after Jan. 31 will be provided to the Hearing Examiner on the day of the public hearing. Written comment will not be accepted after 6 p.m. on February 13; however verbal comments may be presented during the public hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.



1
2 **AFFIDAVIT OF MAILING**

3
4 STATE OF WASHINGTON)
5) ss.
6 COUNTY OF BENTON)

7
8 COMES NOW, Briana Ghbein, who, being first duly sworn upon oath deposes and says:

9 1. I am an employee in the Planning & Development Department for the City of Richland.

10 2. On the 29th day of December, 2021, I mailed a copy of the attached NOTICE OF
11 APPLICATION AND PUBLIC HEARING (Z2021-107) to the attached list of individuals via regular
12 USPS on the date indicated above. The Richland Hearing Examiner will conduct a public hearing at
13 6:00 PM on Monday, February 14, 2022.

14
15 
16 Signed: Briana Ghbein

17
18 SIGNED AND SWORN to before me this 29th day of December, 2021 by Briana Ghbein.



23 
24 Notary Public in and for the State of Washington,

25 
Print Name

Residing at A25 Swift Blvd

My appointment expires: 4-25-23

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Shane O'Neill**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.

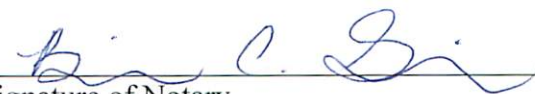
2. On the 29th day of December, 2021, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2021-107 (Knights of Columbus Rezone) in the following location:

On the south side of Van Giesen Street at the southwest corner of the intersection of Van Giesen Street and the By-Pass Highway (parcel # 1-04984000005000), Richland WA


Signed: Shane O'Neill

SIGNED AND SWORN to before me this 29th day of December, 2021, by Shane O'Neill.




Signature of Notary

Briana C. Ghbein
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 4-25-23



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36823	199468	Print Legal Ad - IPL0055739	HE PHN Z2021-107	\$148.10	1	60 L

Attention: Jana Duncan
CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-11
RICHLAND, WA 99352

CITY OF RICHLAND NOTICE OF PUBLIC HEARING (Z2021-107)

Notice is hereby given that Knutzen Engineering has filed a request to rezone two parcels totaling 9.4 acres from AG (Agriculture) to C-3 (General Business). The project site is located at the southwest corner of the intersection of Van Giesen Street and the By-Pass Highway (APN's 1-04984000005000 & 1-03983000001000). Application materials may be viewed on the City of Richland's website at www.ci.richland.wa.us/landuse.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application on **Monday, February 14, 2022 at 6:00 p.m.** All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland's website at www.ci.richland.wa.us.

Environmental Review: The proposal is not subject to environmental review. Pursuant to WAC 197-11-800(6)(c), the rezone application qualifies as a categorically exempt action. Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Shane O'Neill, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be faxed to 509-942-7764 or emailed to soneill@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Monday, January 31, 2022 to be incorporated into the staff report. Written comments received after January 31 will be provided to the Hearing Examiner on the day of the public hearing. Written comments will not be accepted after 6:00 p.m. on February 13; however, verbal comments may be presented during the public hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Published: Sunday, January 23, 2022
IPL0055739
Jan 23 2022

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

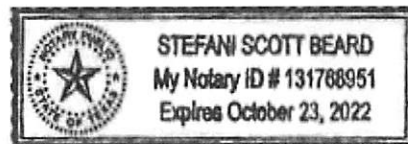
Keriann Leenerts, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time(s) commencing on 01/23/2022, and ending on 01/23/2022 and that said newspaper was regularly distributed to its subscribers during all of this period.

(Signature of Legals Clerk)

Sworn to and subscribed before me this 24th day of January in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



**Washington State
Department of Transportation**

District 5
2809 Rudkin Road, Union Gap
P.O. Box 12560
Yakima, Washington 98909-2560
(509) 575-2510

774600

EXHIBIT E

Duane Berentson
Secretary of Transportation

Exhibit 6

December 15, 1989

Knights of Columbus
Richland Council, No. 3307
P.O. Box 486
Richland, WA 99352

Attn: R. A. Zinsli, Manager

Highway Access

Dear Mr. Zinsli:

At our November 15 open house we discussed access, and I asked you to send me copies of the correspondence dealing with access for the K. C. Hall. I received your package on November 30th, and I have been researching the problem.

Originally the K.C. Hall had access to SR 240 via Chester Street. In 1979 access to SR 240 was restricted and the Chester Street intersection was closed leaving the only access to the K.C. Hall from SR 224 via Hall Road. In 1983, the Knights of Columbus requested that the Chester Road/SR 240 Intersection be reopened as a right-hand off right-hand on only. The request was denied for reasons which remain valid.

On the attached print I have highlighted the limited access control with yellow. I have highlighted the west property line of the Knights of Columbus property with red. There appears to be about 60 feet between the access control limit on SR 224 and your northwest property corner. Because of the many conflicting movements taking place in this area (Terminal Drive, left turns and right turns to SR 240, etc.), it would be impractical to put a full access driveway there, but we might be able to approve a right turn only on and off if properly designed. A better solution would be for the K.C.'s to get an easement of about 250 feet from the property to the west. This would allow you to apply for an approach at the west end of the guard rail. There is already a protected left-hand turn pocket at this location. This would allow safe and convenient movements in both directions. This is shown on the enclosed copy of an aerial photograph.

Very truly yours,

RICHARD L. LARSON, P.E.
District Administrator

Rodney D Johnson

By: R. D. JOHNSON, P.E.
District Project Development Engineer

RDJ:mo
cc: Harlan Fortner
Attach.

DATE	12/12/83
BY	W. A. BERRY
CHECKED	W. A. BERRY
APPROVED	W. A. BERRY

DATE	12/12/83
BY	W. A. BERRY
CHECKED	W. A. BERRY
APPROVED	W. A. BERRY

DATE	12/12/83
BY	W. A. BERRY
CHECKED	W. A. BERRY
APPROVED	W. A. BERRY

5-0421	NOT USED		
5-0414	COLUMBIAN CLUB, INC.	ACCESS ONLY	
5-0413	U.S.A.	(SEE SHEET 5)	
5-0933	SEE SHEET 5		
5-040C	CITY OF RICHLAND	(SEE SHEET 3)	
PARCEL NO.	NAME	TOTAL AREA	R/W
			IT REMAINDER RT
			TYPE
			ACCESS APPROACH SCHEDULE

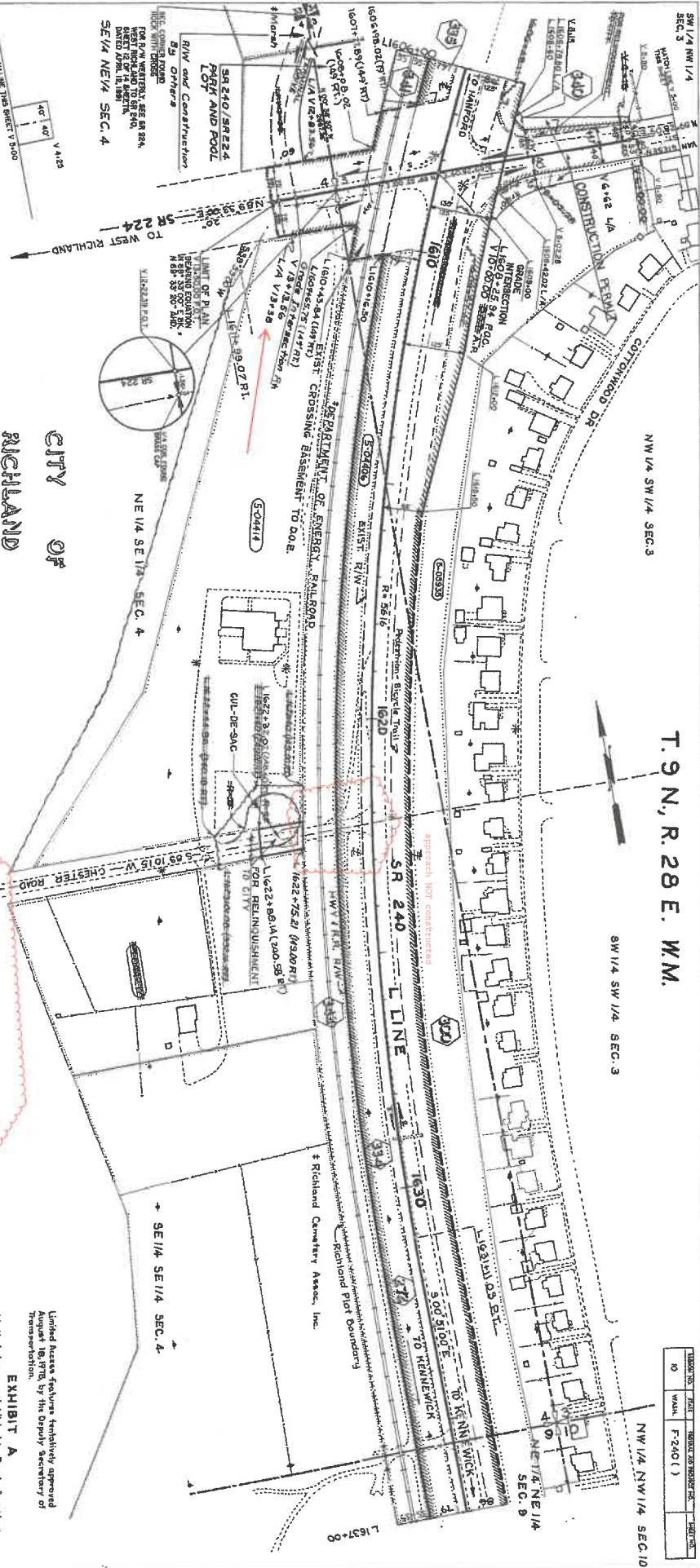
NOTE:
FOR HEARING NOTIFICATION ONLY. ALL RIGHT OF WAY AND LIMITED ACCESS RIGHTS HAVE PREVIOUSLY BEEN ACQUIRED.

LEGEND
ACCESS TO BE PROHIBITED SHOWN THUS
PROPERTY OWNERSHIP NUMBERS
SCALE IN FEET
0 100 200

CITY OF RICHLAND

ACCESS NOTES:
* THIS APPROACH SHALL NOT EXCEED 20 FEET IN WIDTH.
THIS APPROACH IS TO BE USED ONLY WHEN FLOOD PROTECTION IS REQUIRED. THE CITY OF RICHLAND OR THE DEPARTMENT OF TRANSPORTATION SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THIS APPROACH. ACCESS AND USE OF THE TRAIL DESIGNATED ON THE LEFT BETWEEN STA. L1630+00 AND STA. L1744+74.80 ACCESS TO THE TRAIL WILL BE PERMITTED ONLY AT GRADE INTERSECTIONS.
STA. L1608+75.94

ACCESS NOTES:
TYPE C APPROACH IS AN OFF AND ON APPROACH IN LEGAL MANNER, FOR SPECIAL PURPOSE AND WIDTH TO BE AGREED UPON. IT MAY BE SPECIFIED AT A POINT SATISFACTORY TO THE STATE AT OR BETWEEN DISCONTINUED HIGHWAY STATION.
NO. 2 THIS APPROACH IS TO BE USED TO SERVE MORE THAN ONE OWNER AND/OR UTILITY.
THIS APPROACH SHALL BE GATED AND LOCKED WHEN NOT IN USE.



W. A. BERRY
 ENGINEER
 DATE: August 18, 1978
 SHEET 6 OF 15 SHEETS
 12/12/83

EXHIBIT A
 Limited Access Features tentatively approved August 18, 1978, by the Deputy Secretary of Transportation.
 Limited Access established by Deputy Secretary of Transportation Findings and Order adopted May 23, 1973.
 32072
 SR 240
 RICHARD STEVENS DRIVE TO THAYER DRIVE
 BENTON COUNTY
 RIGHT OF WAY AND LIMITED ACCESS PLAN
 PARTIAL CONTROL
 STA. L1608+75.94 TO STA. L1744+74.80
 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 OLSON, WASHINGTON
 12/12/83

DATE	12/12/83
BY	W. A. BERRY
CHECKED	W. A. BERRY
APPROVED	W. A. BERRY



VAN GIESEN ST

Cottonwood Dr

Torbett St

Tinkle St

Sacram

limited access

managed access

T9-0N R28-0E

Chester Rd

240

224

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

Regarding the Application to **Rezone** a 9.4-
acre site from AG (Agriculture) to General
Business (C-3), which is fully consistent
with Comprehensive Plan's Commercial
land use designation assigned to the area,
submitted by

File No. Z2021-107

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

KNUTSEN ENGINEERING ON BEHALF THE
PROPERTY OWNER COLUMBIAN CLUB INC.,
KNOWN IN THIS MATTER AS THE **KNIGHTS
OF COLUMBUS,**

Applicant

I. SUMMARY OF RECOMMENDATION.

The applicant, Knutsen Engineering on behalf the property owner, the Columbian Club Inc., aka the local Knights of Columbus organization (with Jerry Rhoads, signing application materials under authority from the owner, as explained in post-hearing *Exhibit 7* for the potential future occupant of a portion of the rezone site, "KC Help", the Knights Community Hospital Equipment Lend Program), can meet its burden of proof to demonstrate that its requested rezone merits approval.

The site is now designated as suitable for Commercial land uses under the City's Comprehensive Plan, but it is currently zoned AG (Agriculture), limiting development opportunities for the property and perpetuating a nonconformity between the City's Comp Plan and Zoning map. The pending application would rezone the site to a Commercial zoning district, the C-3 (General Business) zone.

This requested rezone does not approve any development activity on the site. As with all development proposals, City Development Regulations, including without limitation subdivision codes, will apply to any specific projects that may eventually be proposed on the site. The record for this rezone request indicates that future owners and developers should be aware that they may incur costs associated with improving access options and connecting with City sewer service near the site,

**FINDINGS OF FACT, CONCLUSIONS AND
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COLUMBUS APPLICATION TO CHANGE A 9.4-
ACRE SITE FROM THE "AG" ZONE TO THE "C-3"
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**GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND**

CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

but the potential for future site development challenges and/or expenses borne by property owners or developers do not provide a basis in fact or law to deny the pending rezone request.

II. BACKGROUND and APPLICABLE LAW.

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

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

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

III. QUESTIONS PRESENTED.

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

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

Short Answer: Yes to both. The site is already designated for Commercial uses in the City’s Comprehensive Plan, and the rezone would effectuate that Comp. Plan and eliminate a nonconformity that currently exists between such Plan and city zoning maps. The requested C-3 zone is a

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

Commercial zone that allows for many uses not currently available in the AG zone. Much of the rezoned site remains undeveloped, and the applicant believes the new zone will enhance its development potential.

B. Whether the rezoned site bears a substantial relationship to the public health, safety, morals, or general welfare?

Short Answer: Yes, because the rezoned site is fully consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application. Vacant, undeveloped Commercially-designated property in an area already served with major transportation and utility infrastructure is not consistent with state and local policies that encourage such development in designated urban growth areas, like those in the Richland City limits. The proposed rezoned site appears to be an effort to expedite development potential for the site, noting that much of the site has remained undeveloped under its current AG zoning designation.

IV. RECORD.

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

Public notices regarding the application and public hearing were mailed, posted, and published as required by city codes prior to the public hearing, which occurred on February 14, 2022. (*Staff Report, page 4; Exhibit 5; Testimony of Mr. O'Neill*).

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

Exhibits: The Development Services Division Staff Report for the requested Rezoned site, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Rezoned Application Materials
2. Record Survey 2834
3. Comments
4. Site Photos
5. Public Notices & Affidavits

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: KNIGHTS OF
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ACRE SITE FROM THE "AG" ZONE TO THE "C-3"
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6. WSDOT Letter Dated 12/15/1989, discussing access issues over 30 years ago
7. Letter from Mr. Rhoads dated Feb. 16, 2022, with attached MOU between The Columbian Club, Inc. and KC Help, verifying Mr. Rhoads' authority to pursue the requested rezone and other future applications (*post hearing Exhibit, requested by the Examiner*)

The Examiner has visited the road network and vicinity of the proposed rezone on multiple occasions over the past few years in connection with other applications, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

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

Application, Site Location and Conditions.

1. In late December of 2021, Knutsen Engineering submitted the above-captioned application as the property owner's agent, petitioning to rezone a roughly 9.4-acre site from its current AG (Agriculture) zoning district to a Commercial zoning district, the C-3 (General Business) zone which is consistent with the Comprehensive Plan's land use designation for the property. (*Staff Report, page 6; and Exhibit 1, Application form; Ex. 7, explaining Mr. Knutsen's authority, and that of Mr. Rhoads*).

2. The site is comprised of two un-platted parcels lying in the southwest corner of the intersection of Van Giesen Street and the By-Pass Highway, SR 240. Combined, the parcels form a long north-south linear trapezoid that is narrower at the top, on its north side abutting Van Giesen, and wider at the bottom, its south boundary, along Chester Road. The site is separated from the By-Pass Highway by a narrow, 70-foot-wide, parcel containing an active local railway line. Most of the property is flat, except for the land along the west property line where it falls sharply (approximately 20 vertical feet). In this way the site appears as a plateau above land to the west. (*Staff Report, pages 2 and 3*).

3. The southern portion of the site is now developed with a 7,530 square foot commercial building, a few accessory structures, tennis courts, landscaping and a recently improved parking lot containing 84 parking stalls including ADA compliant stalls. The site has been developed for and is used by the Knights of Columbus, a global Catholic fraternal service order. (*Staff Report, pages 2 and 3*).

4. The site gains vehicle access from Chester Road along the south property line. Chester Road is a minimally improved roadway having a 24-foot-wide asphalt surface but without curbs, gutters, or sidewalks. The overhead power pole on Chester Road in front of the site contains a streetlight fixture, providing nighttime visibility near the driveway entrance. (*Staff Report, pages 2 and 3*).

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5. All of the other properties to the west of the rezone site in the same block formed by Van Giesen Street, Hall Road, and Chester Road are already zoned C-3. (*Staff Report, pages 2 and 3, Zoning Map on page 2, as Figure 2*).

6. The proposed rezone site is on two tax parcels, numbered 104984000005000 & 103983000001000. (*Ex. 1, Application form; Benton County Assessor records*).

7. There is no dispute that the property at issue is currently designated for Commercial uses in the City's Comprehensive Plan. This application would eliminate the site's nonconformity with the City's Comp. Plan, by replacing the current AG zone with the C-3 zone. Thus, the requested rezone is consistent with and will implement policies in the City's Comp. Plan.

8. Changed circumstances also support the requested rezone from the AG to C-3 zone. The subject site was annexed into the City in 1956. In 1965, the Richland Board of Adjustment approved a conditional use permit request to allow a fraternal club in the AG zone. Construction of the existing building was completed in 1968. (*Staff Report, page 8*). Since that time, the busy highway constructed to the east of the rezone site, and continued growth and demand for commercial properties within the city's urban growth area, fully justify the requested rezone. The Staff Report explains that the site's location is appropriate for C-3 zoning, partly because AG (Agriculture) zoning, generally, is of little utility within an urban growth boundary due to the AG zone's highly restrictive land use limitations. The very low residential allowances and strict limits on commercial land uses in an AG zone tends to detract from the City's ability to meet goals of the Growth Management Act aimed at reducing urban sprawl and encouraging development in urban areas [RCW 36.70A.020]. Further, since the site does not lie within a 100-year flood zone, as with some properties zoned AG, the Agriculture zoning does not serve a useful purpose in this location. (*Staff Report, page 9*).

9. The Examiner concurs with the opinion of staff and finds that the proposed C-3 zoning with its associated permitted land uses, is compatible with the vicinity and that the site's proximity to an active railroad line makes it less attractive to more noise-sensitive land uses. (*Staff Report, discussion and analysis on pages 9 and 10*).

10. Through the public comment and hearing process, no one submitted any comments, evidence, or legal authority that would serve as a basis to deny this requested rezone. The written comments (*Ex. 3*) focused on conditions and considerations that could be relevant in future development application processes, but not this rezone application. Future owners or developers should be fully informed about WSDOT and City transportation system requirements, and potential mitigation costs associated with new development on the site². The same is true with respect to measures that may be required for connecting with city sewer infrastructure in the vicinity. (*See WSDOT and public works comments included as part of Ex. 3; Staff Report, discussion on pages 9 and 10*).

² During the public hearing, the applicant's agent implied that there was some written agreement with WSDOT and the property owner regarding future access rights along Van Giesen, or something to this effect. The Examiner held the record open to allow for any such document to be included as part of the record. After the hearing, the applicant's agent submitted a WSDOT letter from 1989, which has been added to the record as *Exhibit 6*, but is decades old, and may or may not be binding on any state agency or local government. In any event, this Recommendation and the City Council's final decision for this requested rezone does not turn on the enforceability or legal effect of such letter.

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

7 12. The record does not include any evidence that the requested C-3 zone could allow for any
8 uses that would be incompatible with surrounding uses.

9 ***Summary of Public Hearing.***

10 13. As explained above, the public hearing for this matter occurred on February 14, 2022. Mr.
11 O'Neill made a brief presentation regarding the application, current site conditions, its mostly vacant
12 condition in the midst of development on surrounding sites and its desirable location along a major
13 transportation route, his recommendation of approval, all as explained in the Staff Report. The
14 applicant's hearing representative, Mr. Knutsen, confirmed that he accepted the analysis and
15 recommendation included in the Staff Report without objection or changes. No members of the
16 general public appeared during the online hearing, by phone or computer, and Staff confirmed that no
17 one reached out to say that they planned to participate in the hearing, other than people who were
18 online to speak or simply observe the hearing. Mr. Rhoads appeared and observed the entire hearing,
19 but did not offer any testimony. In response to a post-hearing request from the Examiner, to verify
20 Mr. Rhoads' authority to act on behalf of the ownership entity in this matter, he provided a detailed
21 letter, dated February 16, 2022, with attachments, that are now included in the record as *Exhibit 7*.

22 14. The Staff Report's analysis of this application stands un rebutted. The requested rezone is
23 fully consistent with land use policy goals in the City's Comprehensive Plan. (*Staff Report, pages 6-*
24 *8*). No one testified to express concerns with or opposition to this rezone application.

25 ***Most public services and utilities are adequate and readily available to serve the site.***

26 15. Again, as part of the review process, City staff confirmed that, except for sewer, adequate
utilities, including without limitation water and electricity, are in place and/or readily available to
serve the parcel that is at issue in this matter. Future developers will need to propose appropriate
engineering measures to connect with current City sewer lines or comply with sewage treatment
regulations associated with future uses on the site.

Consistency with City Codes and Comprehensive Plan.

As explained elsewhere in this Recommendation, the rezone site is already designated as
"Commercial" in the City's Comprehensive Plan, and the request is to eliminate the AG classification
for the site and replace it with one of the City's Commercial zoning designations, specifically the C-
3, General Business zone.

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17. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses. There is nothing in this record to justify holding the property as an AG zoned site, as might be the case where certain unique uses are needed in the immediate area in order to best serve the public interest.

General findings.

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

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

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

VI. CONCLUSIONS.

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

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

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

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate all uses permitted in the C-3 zone requested herein. Future developers should be mindful that mitigation and special design requirements may be imposed to address transportation and sewer service issues that are unique to this property, based on specific development proposals that might come forward if this rezone is approved.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property. In fact, the rezone may serve as a boost for realistic development options on the property.

5. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, after public notices

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issued for the application, no one spoke or submitted any written comments opposing the pending rezone request.

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

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

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

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

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that the Knights of Columbus Rezone application (File No. Z2021-107) to reclassify a 9.4-acre site from its current AG (Agriculture) zone to a Commercial land use designation, specifically the C-3 (General Business) zoning district, which is consistent with the Comprehensive Plan's Commercial land use designation assigned to the area, should be **APPROVED**.

ISSUED this 17th Day of February, 2022



Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-30, Authorizing an Interlocal Agreement with the Port of Benton for Street and Airport Maintenance Efforts

Department:
Public Works

Ordinance/Resolution Number:
2022-30

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-30, authorizing the City Manager to sign and execute an interlocal agreement with Port of Benton regarding street and airport maintenance.

Summary:

Richland prepares and executes an annual pavement preservation program to extend the service life of the city streets. The Port of Benton owns, operates and maintains a system of streets servicing its properties, as well as the Richland airport, requiring asphalt pavement similar to the Port's streets. In comparison to the City's program, the Port of Benton's streets and airport maintenance programs are small.

The jurisdictions, through their respective governing bodies, have determined that street and airport maintenance work may be best implemented on a shared basis in a manner deemed most efficient and effective for the jurisdictions.

RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. Pursuant to RCW 39.34.080, each jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties.

Staff recommends adoption of Resolution No. 2022-30.

Fiscal Impact:

There is no cost associated with executing this agreement. The projects that accomplish City improvements are budgeted annually in the Capital Improvement Plan (see Pavement Preservation Program) or in the Streets operating budget.

Attachments:

1. Resolution No. 2022-30
2. Proposed Interlocal Agreement with Port of Benton - Street and Airport Maintenance

RESOLUTION NO. 2022-30

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
PORT OF BENTON FOR STREET AND AIRPORT MAINTENANCE.**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland prepares and executes an annual Pavement Preservation Program (the “Program”) to extend the service life of the city streets; and

WHEREAS, the Port of Benton owns, operates and maintains a system of streets servicing its properties; and

WHEREAS, the Port of Benton owns, operates and maintains the Richland Airport, which includes asphalt pavement requiring similar maintenance as the Port of Benton’s streets; and

WHEREAS, the Port of Benton’s streets and airport maintenance programs are small in comparison to the City’s Program; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined that street and airport maintenance work may be best implemented on a shared basis in a manner deemed most efficient and effective for each Jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Port of Benton regarding street and airport maintenance.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:
Richland City Clerk
625 Swift Boulevard, MS-07
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF RICHLAND AND THE PORT OF BENTON
Re: Street Maintenance

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this _____ day of _____, 2022 (the “Effective Date”), by and between the **City of Richland**, a Washington municipal corporation, (hereafter “Richland” or “City”), and the **Port of Benton**, a political subdivision of the state of Washington (hereafter “Port”). Richland and the Port are also herein referred to individually as a “Jurisdiction” and collectively as “the Jurisdictions.”

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland prepares and executes an annual pavement preservation program to extend the service life of the city streets; and

WHEREAS, the Port of Benton owns, operates and maintains a system of streets servicing its properties; and

WHEREAS, the Port of Benton owns, operates and maintains the Richland airport which includes asphalt pavement requiring similar maintenance as the Port’s streets; and

WHEREAS, the Port’s streets and airport maintenance programs are small in comparison to the City’s program; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined that street and airport maintenance work may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to assist the Port of Benton in preserving portions of Port-owned streets and its airport by adding Port work to the City Pavement Preservation Program when Port or City staff determine this approach to be in each Jurisdiction's best interest.

Section 2. Administration: The Richland City Manager or designee and the Port Executive Director or designee will administer this Agreement on behalf of each Party, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: For each project, City shall be designated as the lead agency and assume the role of issuing a contract for the work consistent with City's procurement processes or performing work with its own labor force and equipment. Port shall be designated the participating jurisdiction. Each party shall be responsible for fully funding the work performed on its own facilities. In addition, Port shall pay reasonable costs for project development and construction management when those functions are performed by City or City's contractors. Reasonable project development and construction management costs shall be based on documented actual costs or estimates based on similar projects conducted by City.

Section 4. Development and Bid Award Requirements: Each Jurisdiction hereby commits to the following with respect to work to be completed by contract:

- a. At least ninety (90) calendar days before advertising for bids for maintenance work under City's Pavement Preservation Program, City will notify Port and offer participation in the project.
- b. Port shall notify City no later than forty-five (45) calendar days after notification of its intent to participate.
- c. Port shall identify its proposed scope of work and funding capacity no later than sixty (60) calendar days after City's notification.
- d. City shall include Port's scope of work in its bid documents. Port's scope of work may be presented as a bid alternate to preserve City's decision-making flexibility with regard to executing the work.
- e. City shall share the bid results with Port within two (2) business days of the bid opening.
- f. Based on review of the bid results, Port shall, within two (2) business days, provide written correspondence directing City to either award the contract to include their scope of work, or to exclude their scope of work from the contract award. Written direction to award Port's scope of work shall constitute a firm commitment to pay City for all associated costs for Port's work.
- g. The City shall issue regular invoices and supporting documentation to Port, but no more frequently than once per month.

- h. Port shall promptly pay invoices for its scope of work and supporting project development and construction management costs.
- i. City shall notify Port of significant project meetings, such as pre-construction meetings and any meetings to negotiate significant project changes involving Port's scope of work.
- j. City shall notify Port when Port's scope of work is complete to enable a final inspection by Port.
- k. Port shall notify City of its acceptance of the work or of any required corrections to the work within ten (10) business days of City's notification.
- l. The jurisdictions shall cooperate to achieve successful resolution of any deficiencies identified in the work. In the event of a dispute about the compliance of the work with the contract terms, City shall retain full authority to administer the close out process of its contract.

Section 5. Additional Provisions Regarding Work Performed by City of Richland. Each jurisdiction commits to the following with respect to work completed by City of Richland staff and equipment for Port of Benton:

- a. Upon receipt of a request from Port for City services, the City Public Works Department will determine its availability after considering the potential impact to City needs. If City determines that staff and equipment can support Port's requested work, City will notify Port of that determination within thirty (30) calendar days of receipt of the request.
- b. Port shall be responsible for planning, scheduling, and provision of necessary site safety and logistical support needed by City staff.
- c. City will prepare an invoice for the work performed using its standard labor, equipment and overhead rates.
- d. Port shall pay City's invoice in a timely manner.
- e. The jurisdictions shall cooperate to achieve successful resolution of any deficiencies identified in the work. Port waives any right to recover damages or to require a warranty for work or materials provided by City.

Section 6. Modification: Amendments to this Agreement must be in writing and executed by the duly authorized representative for each Jurisdiction. Said amendments may be executed by the Richland City Manager and Port of Benton Executive Director without further legislative action.

Section 7. Term of Agreement and Termination:

- a. The term of this Agreement, commencing on the Effective Date, shall become effective on full execution hereof, and upon posting on at least one Jurisdiction's website as provided in RCW 39.34.040. Either Jurisdiction may choose to record this Agreement at its own expense, but recordation is not required.
- b. This Agreement may be terminated upon thirty (30) calendar days' written notice of either party. Termination of this Agreement shall not void or alleviate the terminating party's obligations for work in progress or under executed contract at the time notice of termination is given.

Section 8. Disclaimer/No Liability

Neither party shall be liable to the other for the quality or timeliness of work performed by any contractor procured under this Agreement.

Section 9. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement, and shall be maintained thereafter in accordance with the retention schedule established by the State of Washington for municipal records.

Section 10. No Separate Legal Entity: By this Agreement, the Jurisdictions do not intend to form a separate legal entity to conduct the cooperative undertaking. Further, no acquiring, holding or disposing of real or personal property will occur under this Agreement.

Section 11. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 12. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

Section 13. Authority To Execute: Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity for which he or she is signing. The Jurisdictions hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

Section 14. Counterpart Originals: Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Jurisdictions have entered into this Agreement as of the day and year first written above.

CITY OF RICHLAND

PORT OF BENTON

Jon Amundson, ICMA-CM
City Manager

Diahann Howard, Executive Director

Attest:

Attest:

Jennifer Rogers, City Clerk

By:

Approved as to form:

Approved as to form:

Heather Kintzley, City Attorney

David Billetdeaux, Port Counsel

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-38, Authorizing Award of Bid to Big D's Construction of Tri-Cities, Inc for the 2022 ADA Ramps Project

Department:
Public Works

Ordinance/Resolution Number:
2022-38

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-38, authorizing award of bid to Big D's Construction of Tri-Cities, Inc. for the 2022 ADA Ramps project.

Summary:

The 2022 - 2027 Capital Improvement Plan (CIP) includes the Pavement Preservation Program. Federal regulations require that the City retrofit sidewalk accessibility features to comply with the 1990 Americans with Disabilities Act (ADA) standards when certain resurfacing projects are completed.

All design work necessary for this project has been completed, and bids have been solicited according to the City's purchasing policies. On March 21, 2022, the City received seven (7) bids, the lowest of which was provided by Bid D's Construction of Tri-Cities, Inc. The lowest responsible bid was approximately \$100,000 below the engineer's estimate for the work.

The City's best interests are served by awarding this contract to ensure compliance with the City's obligations under federal regulations.

Staff recommends adoption of Resolution No. 2022-38.

Fiscal Impact:

The 2022 Capital Improvement Plan approved \$4,002,000 in the Pavement Preservation Program. This budget amount allows for full funding of this 2022 ADA Ramps project, estimated to cost \$391,194 as shown in the attached budget summary.

Attachments:

1. Resolution No. 2022-38
2. 2022 ADA Ramps - ITB 22-0001 - Big D's Construction of Tri-Cities, Inc

RESOLUTION NO. 2022-38

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO BIG D'S
CONSTRUCTION OF TRI CITIES, INC. FOR THE 2022 ADA
RAMPS PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program; and

WHEREAS, to comply with federal street improvement regulations, the City must complete retrofit work on its sidewalk accessibility features as part of the Pavement Preservation Program (hereafter the "Project"); and

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

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with seven (7) bids received and opened on March 21, 2022; and

WHEREAS, Big D's Construction of Tri Cities, Inc. submitted the lowest responsible bid of the seven (7) received; and

WHEREAS, sufficient funding is available to complete the Project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Big D's Construction of Tri Cities, Inc. in the amount of \$323,302.00 for the 2022 ADA Project, and to execute change orders in an aggregate amount not to exceed \$32,000 as needed to fulfill the project's intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	March 21, 2022	ITB #	22-0001
2022 ADA RAMPS			

				ENGINEER'S ESTIMATE		BIG D'S CONSTRUCTION OF THE TRI-CITIES PASCO, WA		MORENO & NELSON CONSTRUCTION CORP. WALLA WALLA, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A: ADA Ramps on McMurray & Van Giesen								
A-1	Mobilization.	1.00	LS	\$30,000.00	30,000.00	70,000.00	70,000.00	19,717.68	19,717.68
A-2	SPCC plan.	1.00	LS	1,000.00	1,000.00	1,000.00	1,000.00	505.58	505.58
A-3	Project temporary traffic control.	1.00	LS	10,000.00	10,000.00	40,000.00	40,000.00	5,775.59	5,775.59
A-4	Site restoration.	1.00	LS	25,000.00	25,000.00	60,000.00	60,000.00	8,170.20	8,170.20
A-5	ADA features surveying.	1.00	LS	7,500.00	7,500.00	20,000.00	20,000.00	2,426.79	2,426.79
A-6	Cement concrete sidewalk for ADA ramp.	838.00	SY	200.00	167,600.00	59.00	49,442.00	218.46	183,069.48
A-7	Cement concrete sidewalk (4" concrete).	233.00	SY	220.00	51,260.00	47.00	10,951.00	122.18	28,467.94
A-8	Sawcutting cement concrete curb.	929.00	LF	20.00	18,580.00	3.00	2,787.00	16.96	15,755.84
A-9	Detectable warning surface.	836.00	SF	32.00	26,752.00	25.00	20,900.00	25.00	20,900.00
A-10	Cement concrete traffic curb & gutter.	610.00	LF	65.00	39,650.00	30.00	18,300.00	83.65	51,026.50
A-11	Asphalt patching (3" HMA & 9" CSTC).	116.00	SY	200.00	23,200.00	66.00	7,656.00	292.04	33,876.64
A-12	Asphalt patching (2" HMA & 4" CSTC).	34.00	SY	175.00	5,950.00	66.00	2,244.00	262.75	8,933.50
A-13	Catch basin Type City.	1.00	EA	3,000.00	3,000.00	2,500.00	2,500.00	2,225.93	2,225.93
A-14	Replace catch basin frame & grate.	8.00	EA	500.00	4,000.00	700.00	5,600.00	572.40	4,579.20
A-15	Replace catch basin frame & grate w/ ADA grate.	1.00	EA	500.00	500.00	700.00	700.00	620.02	620.02
A-16	Move & replace street sign.	15.00	EA	250.00	3,750.00	400.00	6,000.00	316.96	4,754.40
A-17	Solid wall PVC storm pipe 12" diameter.	12.00	LF	100.00	1,200.00	100.00	1,200.00	100.39	1,204.68
A-18	Trench safety.	12.00	LF	5.00	60.00	4.00	48.00	15.17	182.04
A-19	Imported pipe zone bedding.	12.00	LF	5.00	60.00	50.00	600.00	92.82	1,113.84
A-20	Imported trench backfill.	12.00	LF	5.00	60.00	50.00	600.00	92.82	1,113.84
A-21	Connect to existing storm system.	1.00	EA	1,500.00	1,500.00	500.00	500.00	3,063.82	3,063.82
A-22	Remove existing catch basin.	1.00	EA	500.00	500.00	500.00	500.00	1,021.27	1,021.27
A-23	Mailbox support type wood.	1.00	EA	500.00	500.00	200.00	200.00	546.03	546.03
A-24	Adjust castings (including J-box).	1.00	EA	250.00	250.00	350.00	350.00	182.01	182.01
A-25	Cement concrete valley gutter.	18.00	LF	85.00	1,530.00	68.00	1,224.00	88.96	1,601.28
Schedule A: ADA Ramps on McMurray & Van Giesen SUBTOTAL					\$423,402.00		\$323,302.00		\$400,834.10
0% SALES TAX					-		-		-
Schedule A: ADA Ramps on McMurray & Van Giesen TOTAL					\$423,402.00		\$323,302.00		\$400,834.10

City of Richland

DATE BIDS OPENED:	March 21, 2022	ITB #	22-0001
2022 ADA RAMPS			

ALLSTAR CONSTRUCTION GROUP, INC RICHLAND, WA	TOTAL SITE SERVICES, LLC RICHLAND, WA	ELLISON EARTHWORKS LLC RICHLAND, WA
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: ADA Ramps on McMurray & Van Giesen									
A-1	Mobilization.	1.00	LS	4,089.00	4,089.00	40,357.11	40,357.11	29,317.30	29,317.30
A-2	SPCC plan.	1.00	LS	2,118.00	2,118.00	579.92	579.92	1,100.10	1,100.10
A-3	Project temporary traffic control.	1.00	LS	8,975.00	8,975.00	12,806.58	12,806.58	11,350.22	11,350.22
A-4	Site restoration.	1.00	LS	10,749.00	10,749.00	20,665.90	20,665.90	15,462.06	15,462.06
A-5	ADA features surveying.	1.00	LS	17,713.00	17,713.00	13,326.09	13,326.09	16,430.59	16,430.59
A-6	Cement concrete sidewalk for ADA ramp.	838.00	SY	253.93	212,793.34	191.55	160,518.90	239.54	200,734.52
A-7	Cement concrete sidewalk (4" concrete).	233.00	SY	51.73	12,053.09	162.76	37,923.08	82.49	19,220.17
A-8	Sawcutting cement concrete curb.	929.00	LF	19.79	18,384.91	19.47	18,087.63	23.12	21,478.48
A-9	Detectable warning surface.	836.00	SF	45.35	37,912.60	39.09	32,679.24	30.65	25,623.40
A-10	Cement concrete traffic curb & gutter.	610.00	LF	48.18	29,389.80	73.44	44,798.40	40.73	24,845.30
A-11	Asphalt patching (3" HMA & 9" CSTC).	116.00	SY	211.18	24,496.88	138.85	16,106.60	233.55	27,091.80
A-12	Asphalt patching (2" HMA & 4" CSTC).	34.00	SY	211.19	7,180.46	188.77	6,418.18	375.87	12,779.58
A-13	Catch basin Type City.	1.00	EA	2,818.45	2,818.45	2,494.99	2,494.99	1,815.89	1,815.89
A-14	Replace catch basin frame & grate.	8.00	EA	1,144.55	9,156.40	523.14	4,185.12	515.44	4,123.52
A-15	Replace catch basin frame & grate w/ ADA grate.	1.00	EA	1,144.56	1,144.56	523.14	523.14	515.44	515.44
A-16	Move & replace street sign.	15.00	EA	461.07	6,916.05	483.00	7,245.00	507.67	7,615.05
A-17	Solid wall PVC storm pipe 12" diameter.	12.00	LF	244.44	2,933.28	95.09	1,141.08	179.46	2,153.52
A-18	Trench safety.	12.00	LF	8.56	102.72	45.31	543.72	55.48	665.76
A-19	Imported pipe zone bedding.	12.00	LF	9.02	108.24	18.20	218.40	35.02	420.24
A-20	Imported trench backfill.	12.00	LF	54.33	651.96	21.70	260.40	56.72	680.64
A-21	Connect to existing storm system.	1.00	EA	756.23	756.23	576.90	576.90	1,609.62	1,609.62
A-22	Remove existing catch basin.	1.00	EA	579.92	579.92	1,669.49	1,669.49	1,443.56	1,443.56
A-23	Mailbox support type wood.	1.00	EA	397.60	397.60	485.00	485.00	655.65	655.65
A-24	Adjust castings (including J-box).	1.00	EA	312.82	312.82	617.88	617.88	204.24	204.24
A-25	Cement concrete valley gutter.	18.00	LF	57.12	1,028.16	113.07	2,035.26	88.90	1,600.20
Schedule A: ADA Ramps on McMurray & Van Giesen SUBTOTAL					\$412,761.47		\$426,264.01		\$428,936.85
0% SALES TAX					-		-		-
Schedule A: ADA Ramps on McMurray & Van Giesen TOTAL					\$412,761.47		\$426,264.01		\$428,936.85

City of Richland

DATE BIDS OPENED:	March 21, 2022	ITB #	22-0001
2022 ADA RAMPS			

RAY POLAND & SONS INC KENNEWICK, WA	ESF DEVELOPMENT, LLC WALLA WALLA, WA	
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: ADA Ramps on McMurray & Van Giesen									
A-1	Mobilization.	1.00	LS	19,500.00	19,500.00	47,690.00	47,690.00		-
A-2	SPCC plan.	1.00	LS	500.00	500.00	100.00	100.00		-
A-3	Project temporary traffic control.	1.00	LS	37,850.00	37,850.00	18,000.00	18,000.00		-
A-4	Site restoration.	1.00	LS	13,850.00	13,850.00	10,000.00	10,000.00		-
A-5	ADA features surveying.	1.00	LS	7,000.00	7,000.00	3,000.00	3,000.00		-
A-6	Cement concrete sidewalk for ADA ramp.	838.00	SY	285.00	238,830.00	240.00	201,120.00		-
A-7	Cement concrete sidewalk (4" concrete).	233.00	SY	160.00	37,280.00	190.00	44,270.00		-
A-8	Sawcutting cement concrete curb.	929.00	LF	9.00	8,361.00	28.00	26,012.00		-
A-9	Detectable warning surface.	836.00	SF	16.25	13,585.00	40.00	33,440.00		-
A-10	Cement concrete traffic curb & gutter.	610.00	LF	58.00	35,380.00	100.00	61,000.00		-
A-11	Asphalt patching (3" HMA & 9" CSTC).	116.00	SY	170.00	19,720.00	270.00	31,320.00		-
A-12	Asphalt patching (2" HMA & 4" CSTC).	34.00	SY	115.00	3,910.00	150.00	5,100.00		-
A-13	Catch basin Type City.	1.00	EA	3,150.00	3,150.00	3,000.00	3,000.00		-
A-14	Replace catch basin frame & grate.	8.00	EA	405.00	3,240.00	300.00	2,400.00		-
A-15	Replace catch basin frame & grate w/ ADA grate.	1.00	EA	405.00	405.00	750.00	750.00		-
A-16	Move & replace street sign.	15.00	EA	620.00	9,300.00	300.00	4,500.00		-
A-17	Solid wall PVC storm pipe 12" diameter.	12.00	LF	85.00	1,020.00	100.00	1,200.00		-
A-18	Trench safety.	12.00	LF	5.00	60.00	1.00	12.00		-
A-19	Imported pipe zone bedding.	12.00	LF	15.00	180.00	1.00	12.00		-
A-20	Imported trench backfill.	12.00	LF	20.00	240.00	1.00	12.00		-
A-21	Connect to existing storm system.	1.00	EA	300.00	300.00	1,000.00	1,000.00		-
A-22	Remove existing catch basin.	1.00	EA	425.00	425.00	1,000.00	1,000.00		-
A-23	Mailbox support type wood.	1.00	EA	495.00	495.00	300.00	300.00		-
A-24	Adjust castings (including J-box).	1.00	EA	350.00	350.00	300.00	300.00		-
A-25	Cement concrete valley gutter.	18.00	LF	300.00	5,400.00	100.00	1,800.00		-
Schedule A: ADA Ramps on McMurray & Van Giesen SUBTOTAL					\$460,331.00		\$497,338.00		\$0.00
0% SALES TAX					-		-		-
Schedule A: ADA Ramps on McMurray & Van Giesen TOTAL					\$460,331.00		\$497,338.00		\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-39, Authorizing Award of Bid to VSS International, Inc. for the 2022 Slurry Seal Project

Department:
Public Works

Ordinance/Resolution Number:
2022-39

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-39, authorizing award of bid to VSS International, Inc. for the 2022 Slurry Seal project.

Summary:

The 2022 - 2027 Capital Improvement Plan (CIP) includes the Pavement Preservation Program. Among the resurfacing technologies included in the program is slurry seal technology targeted at local streets.

Public Works staff have prepared the project design for bid and solicited bids in accordance with City purchasing policies. On March 22, 2022, the City received three (3) bids for this work, the lowest responsible bid being provided by VSS International, Inc. The low bid was approximately 20% above the engineer's estimate, which is attributable to the increase in oil prices being experienced in our national economy.

The City's best interests are served by completing this element of the Pavement Preservation Program in accordance with the staff design and lowest responsible bid.

Staff recommends adoption of Resolution No. 2022-39.

Fiscal Impact:

The 2022 Capital Improvement Plan (CIP) approved \$4,002,000 in the Pavement Preservation Program. This budget amount allows for full funding of this 2022 Slurry Seal project - Schedule A, estimated to cost \$430,017. Schedule B work takes place at the Horn Rapids Landfill and is funded by the 2022 CIP Solid Waste Facility Improvements project costing \$51,872.25. A current budget of \$55,000 is available to support the work at the landfill.

Attachments:

1. Resolution No. 2022-39
2. 2022 Slurry Seal - ITB 22-0002 - VSS International, Inc.

RESOLUTION NO. 2022-39

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO VSS
INTERNATIONAL, INC. FOR THE 2022 SLURRY SEAL PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan includes the Pavement Preservation Program (the “Program”); and

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

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with three (3) bids received and opened on March 22, 2022; and

WHEREAS, VSS International, Inc. submitted the lowest responsible bid of the three (3) received; and

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

WHEREAS, the City’s best interests are served by completing the Project in accordance with the Capital Improvement Plan, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with VSS International, Inc. in the amount of \$434,630.00, and to execute change orders in an aggregate amount not to exceed \$22,000 as needed to fulfill the 2022 Slurry Seal Project’s design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: March 22, 2022	ITB # 22-0002
2022 SLURRY SEAL	

				ENGINEER'S ESTIMATE		VSS INTERNATIONAL, INC W SACRAMENTO, CA		DOOLITTLE CONSTRUCTION LLC SNOQUALMIE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: City of Richland Slurry Seal Base Bid									
A-1	Mobilization.	1.00	LS	\$35,000.00	35,000.00	20,535.00	20,535.00	19,882.00	19,882.00
A-2	SPCC plan (all schedules).	1.00	LS	1,000.00	1,000.00	4,500.00	4,500.00	1,000.00	1,000.00
A-3	Project temporary traffic control.	1.00	LS	15,000.00	15,000.00	18,888.07	18,888.07	33,280.00	33,280.00
A-4	Portabel changeable message sign.	240.00	HR	10.00	2,400.00	8.56	2,054.40	8.00	1,920.00
A-5	Tree trimming.	1.00	LS	2,500.00	2,500.00	23,005.00	23,005.00	5,000.00	5,000.00
A-6	Type II Slurry Seal.	114,097.00	SY	1.75	199,669.75	2.15	245,308.55	2.25	256,718.25
A-7	Type III Slurry Seal.	21,002.00	SY	2.00	42,004.00	2.65	55,655.30	3.25	68,256.50
A-8	Removing plastic line.	9,528.00	LF	0.40	3,811.20	0.43	4,097.04	0.27	2,572.56
A-9	Removing plastic crosswalk line & STOP bar.	139.00	SF	7.50	1,042.50	7.17	996.63	3.40	472.60
A-10	Plastic line.	7,015.00	LF	1.25	8,768.75	0.86	6,032.90	0.45	3,156.75
A-11	Plastic STOP line (a8" preformed).	18.00	LF	12.00	216.00	16.05	288.90	25.00	450.00
A-12	Plastic crosswalk line (preformed).	112.00	SF	8.50	952.00	8.03	899.36	9.00	1,008.00
A-13	Pain lline (parking area).	594.00	LF	1.00	594.00	0.80	475.20	1.00	594.00
A-14	ADA Symbol (paint).	1.00	EA	50.00	50.00	21.40	21.40	125.00	125.00
Schedule A: City of Richland Slurry Seal Base Bid SUBTOTAL				\$313,008.20		\$382,757.75		\$394,435.66	
0% SALES TAX				-		-		-	
Schedule A: City of Richland Slurry Seal Base Bid TOTAL				\$313,008.20		\$382,757.75		\$394,435.66	
Schedule B: Horn Rapids Landfill Slurry Seal									
B-1	Mobilization.	1.00	LS	\$5,000.00	5,000.00	1,321.00	1,321.00	4,690.00	4,690.00
B-2	Project temporary traffic control.	1.00	LS	2,500.00	2,500.00	2,821.00	2,821.00	4,815.00	4,815.00
B-3	Type II Slurry Seal.	24,124.00	SY	1.75	42,217.00	1.75	42,217.00	2.25	54,279.00
B-4	Plastic line.	450.00	LF	1.00	450.00	1.34	603.00	1.00	450.00
B-5	Plastic number.	15.00	EA	75.00	1,125.00	53.50	802.50	25.00	375.00
Schedule B: Horn Rapids Landfill Slurry Seal SUBTOTAL				\$51,292.00		\$47,764.50		\$64,609.00	
8.6% SALES TAX				4,411.11		4,107.75		5,556.37	
Schedule B: Horn Rapids Landfill Slurry Seal TOTAL				\$55,703.11		\$51,872.25		\$70,165.37	
Schedule A: City of Richland Slurry Seal Base Bid				\$313,008.20		\$382,757.75		\$394,435.66	
Schedule B: Horn Rapids Landfill Slurry Seal				\$55,703.11		\$51,872.25		\$70,165.37	
GRAND TOTAL				\$368,711.31		\$434,630.00		\$464,601.03	

City of Richland

DATE BIDS OPENED: March 22, 2022	ITB # 22-0002
2022 SLURRY SEAL	

INTERMOUNTAIN SLURRY SEAL, INC RENO, NV		
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: City of Richland Slurry Seal Base Bid									
A-1	Mobilization.	1.00	LS	50,000.00	50,000.00		-		-
A-2	SPCC plan (all schedules).	1.00	LS	500.00	500.00		-		-
A-3	Project temporary traffic control.	1.00	LS	41,000.00	41,000.00		-		-
A-4	Portabel changeable message sign.	240.00	HR	6.00	1,440.00		-		-
A-5	Tree trimming.	1.00	LS	1,000.00	1,000.00		-		-
A-6	Type II Slurry Seal.	114,097.00	SY	2.15	245,308.55		-		-
A-7	Type III Slurry Seal.	21,002.00	SY	2.20	46,204.40		-		-
A-8	Removing plastic line.	9,528.00	LF	0.27	2,572.56		-		-
A-9	Removing plastic crosswalk line & STOP bar.	139.00	SF	3.40	472.60		-		-
A-10	Plastic line.	7,015.00	LF	0.45	3,156.75		-		-
A-11	Plastic STOP line (a8" preformed).	18.00	LF	25.00	450.00		-		-
A-12	Plastic crosswalk line (preformed).	112.00	SF	9.00	1,008.00		-		-
A-13	Pain lline (parking area).	594.00	LF	1.00	594.00		-		-
A-14	ADA Symbol (paint).	1.00	EA	125.00	125.00		-		-

Schedule A: City of Richland Slurry Seal Base Bid SUBTOTAL	\$393,831.86	\$0.00	\$0.00
0% SALES TAX	-	-	-
Schedule A: City of Richland Slurry Seal Base Bid TOTAL	\$393,831.86	\$0.00	\$0.00

Schedule B: Horn Rapids Landfill Slurry Seal									
B-1	Mobilization.	1.00	LS	457.00	457.00		-		-
B-2	Project temporary traffic control.	1.00	LS	1,645.20	1,645.20		-		-
B-3	Type II Slurry Seal.	24,124.00	SY	1.60	38,598.40		-		-
B-4	Plastic line.	450.00	LF	0.92	414.00		-		-
B-5	Plastic number.	15.00	EA	22.85	342.75		-		-

Schedule B: Horn Rapids Landfill Slurry Seal SUBTOTAL	\$41,457.35	\$0.00	\$0.00
8.6% SALES TAX	3,565.33	-	-
Schedule B: Horn Rapids Landfill Slurry Seal TOTAL	\$45,022.68	\$0.00	\$0.00

NON RESPONSIVE

Schedule A: City of Richland Slurry Seal Base Bid	\$393,831.86	\$0.00	\$0.00
Schedule B: Horn Rapids Landfill Slurry Seal	\$45,022.68	\$0.00	\$0.00
GRAND TOTAL	\$438,854.54	\$0.00	\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-40, Authorizing Award of Bid to VSS International, Inc. for the 2022 Microsurfacing Project

Department:

Public Works

Ordinance/Resolution Number:

2022-40

Document Type:

Resolution

Recommended Motion:

Approve Resolution No. 2022-40, authorizing award of bid to VSS International, Inc. for the 2022 Microsurfacing project.

Summary:

The 2022 - 2027 Capital Improvement Plan (CIP) includes the Pavement Preservation Program. Among the resurfacing technologies included in the program is a microsurface technology targeted at arterial and collector streets.

Public Works staff have prepared the project design for bid and solicited bids in accordance with City purchasing policies. On March 22, 2022, the City received two (2) bids for this work, the lowest responsible bid being provided by VSS International, Inc. The second bid, provided by Intermountain Slurry Seal, Inc., was lower than the VSS International bid, but was deemed unresponsive because it was incomplete. The lowest responsible bid was approximately 20% above the engineer's estimate, which is attributable to the increase in oil prices being experienced in our national economy.

The City's best interests are served by completing this element of the Pavement Preservation Program in accordance with the staff design and lowest responsible bid.

Staff recommends adoption of Resolution No. 2022-40.

Fiscal Impact:

The 2022 Capital Improvement Plan (CIP) approved \$4,002,000 in the Pavement Preservation Program. This budget amount allows for full funding of the 2022 Microsurfacing project, estimated to cost \$661,766.

Attachments:

1. Resolution No. 2022-40
2. 2022 Microsurfacing - ITB 22-0003 - VSS International, Inc.

RESOLUTION NO. 2022-40

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO VSS
INTERNATIONAL, INC. FOR THE 2022 MICROSURFACING
PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan includes the Pavement Preservation Program (the “Program”); and

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

WHEREAS, all project development and design work required to advance this year’s Microsurfacing Project to construction has been completed; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with two (2) bids received and opened on March 22, 2022; and

WHEREAS, VSS International, Inc. submitted the lowest responsible bid of the two (2) received; and

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

WHEREAS, the City’s best interests are served by completing the Project in accordance with the Capital Improvement Plan, project design and lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with VSS International, Inc. in the amount of \$599,325.00, and to execute change orders in an aggregate amount not to exceed \$30,000 as needed to fulfill the 2022 Microsurfacing Project’s design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: March 22, 2022	ITB # 22-0003
2022 MICROSURFACING	

				ENGINEER'S ESTIMATE		VSS INTERNATIONAL, INC W. SACRAMENTO, CA		INTERMOUNTAIN SLURRY SEAL, INC RENO, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: Microsurfacing Base Bid									
A-1	Mobilization.	1	LS	\$50,000.00	50,000.00	60,193.95	60,193.95	90,000.00	90,000.00
A-2	SPCC plan.	1	LS	1,000.00	1,000.00	17,500.00	17,500.00	500.00	500.00
A-3	Project temporary traffic control.	1	LS	25,000.00	25,000.00	142,409.28	142,409.28	90,000.00	90,000.00
A-4	Portable changeable message sign.	200	HR	15.00	3,000.00	7.49	1,498.00	7.00	1,400.00
A-5	Tree trimming.	1	LS	5,000.00	5,000.00	18,025.00	18,025.00	1,500.00	1,500.00
A-6	Roadway surveying.	1	LS	10,000.00	10,000.00	12,840.00	12,840.00	1,500.00	1,500.00
A-7	Micro-surfacing, Type III.	59,665	SY	4.25	253,576.25	4.34	258,946.10	3.86	230,306.90
A-8	Temporary pavement markings - short duration.	33,636	LF	0.30	10,090.80	0.16	5,381.76	0.15	5,045.40
A-9	Plastic line.	24,526	LF	1.05	25,752.30	0.80	19,620.80	0.75	18,394.50
A-10	Plastic wide lane line.	11,916	LF	1.35	16,086.60	0.96	11,439.36	1.00	11,916.00
A-11	Plastic STOP line (preformed).	588	LF	12.00	7,056.00	8.77	5,156.76	8.50	4,998.00
A-12	Plastic crosswalk line (preformed).	4,096	SF	7.50	30,720.00	6.79	27,811.84	6.50	26,624.00
A-13	Plastic traffic arrow (preformed).	30	EA	110.00	3,300.00	101.65	3,049.50	95.00	2,850.00
A-14	Plastic bicycle symbol (preformed).	15	EA	175.00	2,625.00	176.55	2,648.25	165.00	2,475.00
A-15	Railroad crossing symbol.	2	EA	500.00	1,000.00	936.25	1,872.50	875.00	1,750.00
A-16	Removing plastic line.	23,562	LF	0.40	9,424.80	0.21	4,948.02	0.20	4,712.40
A-17	Removing crosswalk & STOP bar.	3,707	SF	7.00	25,949.00	1.34	4,967.38	1.25	4,633.75
A-18	Removing plastic traffic markings (including RR).	19	EA	75.00	1,425.00	53.50	1,016.50	50.00	950.00
Schedule A: Microsurfacing Base Bid SUBTOTAL				\$481,005.75		\$599,325.00		\$499,555.95	
0% SALES TAX				-		-		-	
Schedule A: Microsurfacing Base Bid TOTAL				\$481,005.75		\$599,325.00		\$499,555.95	
GRAND TOTAL				\$481,005.75		\$599,325.00		\$499,555.95	

NON RESPONSIVE

City of Richland

DATE BIDS OPENED: March 22, 2022	ITB # 22-0003
2022 MICROSURFACING	

				RICHLAND, WA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A: Microsurfacing Base Bid									
A-1	Mobilization.	1	LS		-		-		-
A-2	SPCC plan.	1	LS		-		-		-
A-3	Project temporary traffic control.	1	LS		-		-		-
A-4	Portable changeable message sign.	200	HR		-		-		-
A-5	Tree trimming.	1	LS		-		-		-
A-6	Roadway surveying.	1	LS		-		-		-
A-7	Micro-surfacing, Type III.	59,665	SY		-		-		-
A-8	Temporary pavement markings - short duration.	33,636	LF		-		-		-
A-9	Plastic line.	24,526	LF		-		-		-
A-10	Plastic wide lane line.	11,916	LF		-		-		-
A-11	Plastic STOP line (preformed).	588	LF		-		-		-
A-12	Plastic crosswalk line (preformed).	4,096	SF		-		-		-
A-13	Plastic traffic arrow (preformed).	30	EA		-		-		-
A-14	Plastic bicycle symbol (preformed).	15	EA		-		-		-
A-15	Railroad crossing symbol.	2	EA		-		-		-
A-16	Removing plastic line.	23,562	LF		-		-		-
A-17	Removing crosswalk & STOP bar.	3,707	SF		-		-		-
A-18	Removing plastic traffic markings (including RR).	19	EA		-		-		-
Schedule A: Microsurfacing Base Bid SUBTOTAL					\$0.00		\$0.00		\$0.00
0% SALES TAX					-		-		-
Schedule A: Microsurfacing Base Bid TOTAL					\$0.00		\$0.00		\$0.00
GRAND TOTAL					\$0.00		\$0.00		\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2022-42, Authorizing an Interlocal Agreement with the Benton Franklin-Health District and the Cities of Kennewick, Pasco and West Richland for Algal Bloom Screening Laboratory Services

Department:
Public Works

Ordinance/Resolution Number:
2022-42

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-42, authorizing the City Manager to sign and execute an interlocal agreement with the Benton-Franklin Health District and the cities of Kennewick, Pasco and West Richland for funding of a regional algal bloom screening laboratory service.

Summary:

In 2021, harmful algae blooms on the Columbia River introduced toxins into the source water used by the cities of Richland, Kennewick and Pasco for drinking water supply. The level of toxins detected were below the levels at which health and water supply officials would recommend against consumption of treated water. The detections did, however, put water supply agencies, including Richland, on notice of a new risk to the local water quality.

In cooperation with the Washington State Department of Health and the Benton-Franklin Health District, the region's cities have joined together, through an interlocal agreement, to establish a regional plan for management of this risk. An element of the plan is a locally available laboratory service to screen for the presence of toxins. With support from the Washington State Department of Health, the Benton-Franklin Health District will operate a local laboratory that will process samples for the region's cities.

The proposed interlocal agreement provides the mechanism by which the participating cities and the Benton-Franklin Health District will fund operation of the screening lab service. This approach uses the common needs and resources of the region's drinking water suppliers to efficiently manage the developing risk to the region's drinking water quality.

Staff recommends adoption of Resolution No. 2022-42.

Fiscal Impact: Currently, lab services are funded in the Water Operations 2022 operating budget.

Attachments:

1. Resolution No. 2022-42
2. Proposed Interlocal Agreement for Algal Bloom Screening Laboratory

RESOLUTION NO. 2022-42

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE BENTON-FRANKLIN HEALTH DISTRICT AND THE CITIES OF KENNEWICK, RICHLAND, PASCO AND WEST RICHLAND FOR OPERATION OF A REGIONAL ALGAL BLOOM SCREENING LABORATORY SERVICE.

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments such as the Parties to contract for the joint conduct of activities which each of the Parties is individually authorized to perform; and

WHEREAS, the cities of Kennewick, Richland and Pasco access the Columbia River for potable water supply, withdrawing, treating and delivering Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health (DOH); and

WHEREAS, in February 2022, the Cities executed an interlocal agreement to create a management plan addressing the risks posed by harmful algae blooms to the region's public water supplies; and

WHEREAS, during the 2021 HAB mitigation and response efforts, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting the effective management of the risk; and

WHEREAS, the Washington State Department of Health and Benton-Franklin Health District (BFHD) have partnered to equip BFHD with equipment and training to establish a local capability for screening untreated water samples for the presence of toxins associated with HABs; and

WHEREAS, operation of the BFHD laboratory water screening process requires funding; and

WHEREAS, the Cities' best interest are served by collectively funding a fair share of the BFHD laboratory operation as an element of the harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement between the cities of

Kennewick, Richland, Pasco and West Richland and the Benton-Franklin Health District for the operation of a regional algal bloom screening laboratory service.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT

Between

**Cities of Kennewick, Richland, Pasco, West Richland, and the
Benton Franklin Health District**

For

Funding the Operation of a Regional Algal Bloom Laboratory Screening Service

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this ____ day of April, 2022 by and between the **City of Kennewick** (hereinafter "Kennewick"), the **City of Richland** (hereinafter "Richland"), the **City of Pasco** (hereinafter "Pasco"), the **City of West Richland** (hereinafter "West Richland"), all municipal corporations of the State of Washington, and the **Benton-Franklin Health District** (hereinafter "BFHD"), a Washington public health district formed pursuant to Ch. 70.46 RCW, referred to collectively as the "Parties". This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

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

WHEREAS, the cities access the Columbia River for potable water supply. Richland, Kennewick and Pasco withdraw, treat, and deliver Columbia River water to their residents. West Richland purchases treated water provided by Richland for a substantial portion of its potable water supply; and

WHEREAS, in 2021, harmful algae blooms (HABs) and associated toxins were detected and monitored in the Columbia River; and

WHEREAS, HABs and their associated toxins are an emerging risk to water utilities across the United States, but at present are not regulated by the United States Environmental Protection Agency (EPA) or the Washington State Department of Health; and

WHEREAS, in February 2022, the Cities executed an interlocal agreement to create a management plan addressing the risks posed by harmful algae blooms to the region's public water supplies; and

WHEREAS, during the 2021 HAB mitigation and response efforts, the availability of laboratory services to support the regional monitoring needs was identified as a weak link potentially impacting the effective management of the risk; and

WHEREAS, the Washington State Department of Health and BFHD have partnered to equip BFHD with equipment and training to establish a local capability to screen untreated water samples for the presence of toxins associated with the HABs; and

WHEREAS, there is a need to fund operation of the BFHD laboratory water screening process; and

WHEREAS, the Cities' best interests are served by collectively funding a fair share of the BFHD laboratory operation as an element of its harmful algae bloom management plan because the BFHD laboratory will be more responsive and less expensive than alternative service providers.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Agreement is to authorize a collaborative effort between the Parties to fund a harmful algae bloom water quality laboratory screening program in support of the regional Quad-City Algal Bloom Management and Response Plan.

Section 2. Legal Entity

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

Section 3. Administration

BFHD shall be the administrator for the purposes of this Agreement and shall operate the harmful algae bloom screening laboratory and issue invoices to the Cities for laboratory services provided as described below.

Section 4. Funding and Contributions

BFHD expenses shall be shared between BFHD, Richland, West Richland, Pasco and Kennewick. BFHD, Richland, Kennewick, and Pasco shall contribute an amount equal to 2/9 (22.22%) of the laboratory operating costs. West Richland shall contribute an amount equal to 1/9 (11.12%) of the laboratory operating costs. BFHD shall issue invoices to Richland, West Richland, Pasco, and Kennewick for the Cities' respective share of the expenses. Expenses are estimated at \$1,000.00 per bi-weekly sampling event. Invoices shall be submitted monthly via e-mail to the Billing/Financial contact, or their successor, listed in Exhibit A. Scope and budget changes that increase the laboratory operating costs by more than twenty-five percent (25%) may only be executed after written authorization from all five (5) Parties.

Section 5. Water Quality Screening Program Responsibilities

BFHD will operate a laboratory using the ELISA analysis method that will be used to analyze untreated Columbia River water samples. The ELISA method is intended to provide screening for the presence of HAB-related toxins, but is not sufficient to accurately quantify specific concentrations of toxins that are needed for treatment process controls and public information. The intended program involves one sample run every second and fourth Tuesday of each month beginning in early April through the end of November 2022. BFHD will provide sample bottles and sample collection instructions to Richland, Pasco and Kennewick. Richland, Pasco and Kennewick will collect and deliver untreated Columbia River water samples to the BFHD on the designated days. BFHD will complete the laboratory analysis and provide preliminary results on or before the end of the business day following sample delivery.

In accordance with the Regional Quad-City Algal Bloom Management Plan, if algae bloom related toxins are detected in the BFHD ELISA analysis, Richland, Pasco, and Kennewick will begin analytical sampling of untreated and finished water samples at their water treatment plants. The analytical sampling will use another laboratory for the sample analysis. Richland, Pasco and Kennewick will cease delivering samples to BFHD screening laboratory until such time as the Washington State Department of Health enables the Cities to cease analytical sampling at the water treatment plants. During analytical sampling, the cost-sharing approach to the BFHD ELISA

laboratory will be suspended. If the BFHD ELISA laboratory is reactivated for municipal water supplies, the cost-sharing approach will resume.

Section 6. Property

No real or personal property shall be acquired as a consequence of the execution of this Agreement. Each Party shall own and receive its own copy of BFHD laboratory analysis reports produced as a result of this Agreement.

Section 7. Additional Resources

BFHD, Richland, Kennewick, Pasco, and West Richland will be responsible for its own labor and equipment as needed to support sample collection and transportation and for operational decisions and actions taken in response to laboratory results.

Section 8. Duration

This Agreement shall expire on December 31, 2022 unless extended in writing by all five (5) parties, which extension may be administratively executed without additional legislative approval. All obligations to pay the respective shares to fund the laboratory operation shall survive termination of this Agreement.

Section 9. Termination

Notwithstanding the obligation to pay the respective shares surviving termination in Section 8 above, this Agreement may be partially terminated by a Party's written notice to the others, which notice shall be effective thirty (30) days after received by the last party required to be notified. The remaining Parties may choose to provide a written modification to this Agreement or continue to operate under this Agreement without the noticing Party. Any modification made under this Section 9 may be administratively executed without additional legislative approval.

Section 10. Notices

Contact information for each agency is provided in **Exhibit A**. Written notice shall be directed to the first two names of each agency as identified on **Exhibit A**. For purposes of this Agreement, email is considered an acceptable format for official notice.

Section 11. Filing

Upon execution by all parties, this Agreement shall become effective as of the date first written above. The Cities will post the fully executed Agreement on their respective websites pursuant to RCW 39.34.040.

Section 12. Modification

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

Section 13. Severability

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

Section 14. Jurisdiction & Venue

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

Section 15. Waiver

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

Section 16. Authority to Execute.

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

Section 17. Counterpart Originals.

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

[Signature Page to Follow]

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

BENTON-FRANKLIN HEALTH DISTRICT

Jason Zaccaria, District Administrator

CITY OF RICHLAND

Jon Amundson, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Brent Gerry, Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Bronson Brown, City Attorney

CITY OF KENNEWICK

Bill McKay, Mayor

Attest:

Terri L. Wright, City Clerk

Approved as to form:

Lisa Beaton, City Attorney

CITY OF PASCO

Dave Zabell, City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, City Attorney

Exhibit A

Organizational Contacts

Benton-Franklin Health District		Phone: (509) 460-4200	
7102 W. Okanogan Place		Fax: (509) 460-4590	
Kennewick, WA 99336			
Title/Role	Contact Name	Phone	Email
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	Jasonz@bfhd.wa.gov
Contracts& Billing Manager	Bonnie Hall	509-460-4553	Bonnieh@bfhd.wa.gov
Surveillance & Investigation Sr. Manager	Rick Dawson	509-460-4313	Rickd@bfhd.wa.gov
Laboratory Manager	Jillian Legard	509-460-4540	Jillianl@bfhd.wa.gov

City of Richland		Phone: (509) 942-7500	
625 Swift Blvd, MS-26		Fax: n/a	
Richland, WA 99352			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Jon Amundson	(509) 942-7380	jamundson@ci.richland.wa.us
Public Works Director	Pete Rogalsky	(509) 942-7558	progalsky@ci.richland.wa.us
Public Works Administrative Assistant (billing/finance)	Mary Everham	(509) 942-7460	Meverham@ci.richland.wa.us

City of Kennewick		Phone: (509) 585-4419	
210 W. 6 th Avenue		Fax: n/a	
Kennewick, WA 99336			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Marie Mosley	(509) 585-4251	Marie.Mosley@ci.kennewick.wa.us
Public Works Director	Cary M. Roe	(509) 585-4292	Cary.Roe@ci.kennewick.wa.us
Billing/Finance	Cindy Meyer	(509) 585-4249	Cindy.Meyer@ci.kennewick.wa.us

City of Pasco		Phone:	
525 N. 3 rd Ave.		Fax:	
Pasco, WA 99301			
Responsibility	Contact Name	Phone	Email
City Manager/Signature Authority	Dave Zabell	(509) 545-3404	ZabellD@pasco-wa.gov
Public Works Director	Steve Worley	(509) 543-5738	Worleys@pasco-wa.gov
Billing/Finance	Richa Sigdel	(509) 544-3065	Sigdelr@pasco-wa.gov
Lab Manager	Heath Bateman	(509) 947-0558	Batemanh@pasco-wa.gov

City of West Richland		Phone: (509) 967-3431	
3100 Belmont Blvd., Suite 102		Fax: (509) 967-5706	
West Richland, WA 99353		UEI #:	
Responsibility	Contact Name	Phone	Email
Mayor/Signature Authority	Brent Gerry	(509) 967-3431	bgerry@westrichland.org
Public Works Director	Roscoe Slade	(509) 967-5434	roscoe@westrichland.org
Billing/Finance	Erin Gwinn	(509) 967-3431	accountspayable@westrichland.org



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-43, Authorizing a Consultant Agreement with Parametrix, Inc. for the 2022 Environmental Monitoring at the Horn Rapids Landfill

Department:
Public Works

Ordinance/Resolution Number:
2022-43

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-43, authorizing a consultant agreement with Parametrix, Inc. for environmental monitoring at the Horn Rapids Landfill for calendar year 2022.

Summary:

The City's Horn Rapids Landfill operates under a permit based on Washington State regulations. In addition to the state solid waste operating regulations, the presence of contaminated groundwater under the landfill property requires the City to comply with Washington State toxic substances regulations. Compliance with these regulatory programs requires groundwater and landfill gas sampling, laboratory analysis, engineering evaluation of the resulting data, and reporting. City staff do not possess the expertise to fulfill these obligations.

The City has a long-standing relationship with Parametrix, Inc., which provides professional engineering expertise for the required environmental monitoring work.

The City operates a landfill gas collection and disposal system as required by Washington State regulations. Correct operations of the system requires regular monitoring and adjustment to operating settings. City staff do not possess the expertise to fulfill these obligations. Parametrix, Inc. has provided the technical expertise to fulfill this operating and regulatory need, and the City desires to continue leveraging Parametrix, Inc's expertise.

A scope and budget has been negotiated with Parametrix, Inc. to provide the required services at a good value to the City.

Staff recommends adoption of Resolution No. 2022-43.

Fiscal Impact:

The total cost of the proposed agreement is estimated at \$145,000. The 2022 Solid Waste Disposal operating budget has funding to support this annual environmental monitoring work.

Attachments:

1. Resolution No. 2022-43
2. Proposed 2022 Parametrix, Inc. Consulting Agreement

RESOLUTION NO. 2022-43

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A CONSULTANT AGREEMENT WITH PARAMETRIX, INC. FOR ENVIRONMENTAL MONITORING, SAMPLING, LANDFILL GAS COLLECTION SUPPORT, AND REPORTING SERVICES FOR CALENDAR YEAR 2022 AT THE HORN RAPIDS LANDFILL.

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

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

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

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

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

WHEREAS, the City Manager, in 2019, waived the competitive procurement process for these services in accordance with RMC 3.04.060; and

WHEREAS, since 2011, the City has operated a landfill gas collection and disposal system at the Landfill that requires regular monitoring and operational tuning; and

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

WHEREAS, Parametrix, Inc.'s consultation on the landfill gas system is work performed by staff with similar expertise to the landfill environmental monitoring work, thus the competitive procurement process waiver applies to this work as well; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Parametrix, Inc. in an amount not to exceed \$145,000 for the environmental monitoring, sampling, landfill gas collection system support, and reporting services for calendar year 2022 at the Horn Rapids Landfill.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2022 Horn Rapids Landfill Environmental Monitoring

This Agreement is entered into this _____ day of April, 2022 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Parametrix, Inc** ("**Consultant**"), a Washington for-profit corporation with service at 719 2nd Avenue, Suite 200, Seattle, WA. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by April 30, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on April 30, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Forty-Five Thousand Dollars (\$145,000)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. **INSURANCE**

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Parametrix, Inc
Name of Firm: Jenifer Young
Address: 719 2nd Avenue, Suite 200
Address: Seattle, WA 98104
Email: jyoung@parametrix.com
Phone Number: 209-394-3718
Fax Number: 855-542-635.

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

See attached Exhibit A

Draft

Scope of Work

CITY OF RICHLAND HORN RAPIDS LANDFILL 2022 ENGINEERING AND ENVIRONMENTAL MONITORING SERVICES

Parametrix has developed this scope of work for engineering services, conducting environmental monitoring, and preparing environmental monitoring reports for 2022, as requested by the City of Richland Public Works Department (City). The environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*. The work will be conducted beginning March 1, 2022 and will be completed by April 30, 2023.

Task 01 - Quarterly Groundwater, Leachate Pond Sump, and Lysimeter Sampling

Objective:

Provide one personnel to conduct four quarterly groundwater sampling events during 2022 (March, June, September, December) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

2022 monitoring includes collecting groundwater samples quarterly, leachate pond and condensate pond leak detection sump samples annually (if water is present), and lysimeter samples annually (if leachate is present). The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. In addition, a separate field event will be conducted for maintenance of the dedicated sampling pumps and to redevelop well MW-12. One new Grundfos Redi-flo 2 dedicated submersible pump has been budgeted and may be purchased and installed in the event that one of the existing groundwater pumps fails, and, if so, an evaluation will be performed on the existing pump to determine whether it should be refurbished as a backup.

Deliverables:

Parametrix will provide the following deliverables:

- Field data sheets for each well documenting field measurements.
- Samples provided to laboratory for analysis.
- Servicing of eleven dedicated pumps and redevelopment of one monitoring well.

Assumptions:

- Each quarterly field event will be conducted during two field days and will include collecting samples from eleven groundwater monitoring wells and one duplicate sample for a total of 12 samples. One Parametrix field technician will conduct the sampling events. Sampling and analysis will be conducted in accordance with the Quality Assurance Project Plan. Each sampling event will include 10 hours of travel including transport of samples to the laboratory, and two overnight stays.
- Samples will be collected quarterly at eleven groundwater wells. One field duplicate will be collected each quarter. Samples will be analyzed for WAC 173-351 Appendix I and II parameters and RSK parameters (methane, ethane, and ethene). Additional samples will be collected at one monitoring well during the second quarter and analyzed for WAC 173-351 Appendix III parameters.

- Samples of leachate from one lysimeter will be collected (if present) during the third quarter and analyzed for WAC 173-351 Appendix I and II parameters, if adequate volume is available. The City will provide personnel trained for groundwater sampling and confined lysimeter vault entry to check the ports and assist in sample collection.
- The leachate pond and condensate pond leak detection sumps will be checked quarterly for the presence of liquid. Samples from the leachate pond and condensate pond leak detection sumps will be collected (if present) during the first instance that liquid is encountered. Sampling will only occur once per year and analyzed for WAC 173-351 Appendix III parameters. Parametrix will design and construct site-specific sampling devices to conduct the water level monitoring and sampling.
- One leachate sample will be collected from the leachate pond (if present) during the first quarter.
- Samples will be analyzed in the field for pH, specific conductivity, temperature, DO, and ORP using a portable meter.
- Samples will be transported by hand to Eurofins TestAmerica in Tacoma, Washington.
- Nitrate samples will be transported to Energy Northwest in Richland, Washington for testing due to their short 48-hour holding time.
- The analytical laboratories will be under direct contract to the City.
- One additional 2-day field event will be conducted to facilitate maintenance of all monitoring well pumps. This field event will require two Parametrix field staff. The planned maintenance will include removing each pump from the well and replacing the thrust washers and the pump head impellers. Redevelopment of monitoring well MW-12 will also be performed using a portable pump. Well locks will be evaluated and replaced as necessary.
- Estimated costs include parts for maintenance in the field of eleven Grundfos electrical submersible dedicated pumps, including replacing the pump head impellers and thrust washers (\$150 each). In the event that maintenance cannot be conducted in the field, we have included costs for maintenance of three of the pumps at the repair shop (\$500 each), and as a contingency, the purchase of one new Grundfos electrical submersible dedicated pump and assembly (\$8,000 each) if an existing pump is found not to be serviceable.

Task 02 - Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2022 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second, and Third quarters in the general format previously used by Parametrix during 2021. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2022 (three copies and PDF via Parametrix ftp site). The final reports will be submitted within 60 days after receipt of the quarterly analytical data. The data will be submitted to Ecology's EIM database within 60 days after receipt of the quarterly analytical data following submittal of the final quarterly report.

Assumptions:

- Data will be prepared for eleven groundwater samples, one field duplicate groundwater sample, one lysimeter leachate sample, one leachate pond sample, and one underdrain sump sample for each the leachate pond and condensate pond (WAC 173-351 Appendix I and II parameters); and one groundwater sample (WAC 173-351 Appendix III parameters).
- The quarterly reports will include the landfill gas probe monitoring data collected by the City as described in Task 04.
- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.
- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with authorization to use the Sanitas® groundwater program used to conduct statistical analyses, and the City will pay the annual license fee directly to Sanitas.
- One hard copy of each final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 03 – Annual Environmental Monitoring Report**Objective:**

Prepare annual report documenting the results of the four quarterly 2022 groundwater and gas probe monitoring events and the annual lysimeter leachate and leachate pond sampling events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare annual report summarizing the data collected during 2022, in the general format previously used during 2021. The statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in volatile organic compounds in groundwater to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's EIM database.

Deliverables:

Draft (PDF via Parametrix ftp site) and Final Environmental Monitoring Annual Report for 2022 (three copies and PDF via Parametrix ftp site). The final report will be submitted by April 1, 2023. The data will be submitted to the Ecology's EIM database within 60 days after receipt of the quarterly analytical data following submittal of the final annual report.

Assumptions:

- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

- Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.
- The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.
- One hard copy of the final report will be submitted via FedEx to the City, Ecology, and the Benton-Franklin County Health District.

Task 04 –Landfill Operations and Landfill Gas Support

Objective:

Provide continuing landfill engineering and operations support services from March 2022 through March 2023.

Approach:

This task will provide the following tasks:

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

Deliverables:

This task will provide the following deliverables:

- Gas system data evaluation and recommended adjustments to the landfill gas system based on City operations staff monitored data.
- Prepare and submit 2022 annual letter report (four copies and PDF via email) for the Horn Rapids Landfill gas system.

Assumptions:

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

Task 05: Air Operating Permit Review

Objective:

Parametrix will review and address comments on the Title V Operating Permit (Air Operating Permit [AOP]) application for the Horn Rapids Landfill facility submitted to the Benton Clean Air Agency (BCAA).

Requirements:

The draft Air Operation Permit Application for Horn Rapids Landfill, submitted on October 21, 2021 was reviewed by BCAA and determined to be complete based on the criteria listed in the Air Operating Permit Regulation (173-401 WAC) criteria listed in 173-401-500(4) and (7). A draft permit will be prepared within the required timeline of 10 months. BCAA plans to review the draft permit and compliance methods with the City before the permit is issued. Parametrix will assist the City in reviewing and responding to the permit comments before issuance and evaluating compliance requirements.

Task 06: Waste Clearance Review Services

Objective:

Finalize the process for the timely review of customer special waste disposal requests to screen wastes using the Washington State Dangerous Waste Regulations (WAC 173-303) with final concurrence of waste screening being the Benton-Franklin Health District (BFHD). Update the Operations and Maintenance Manual accordingly. Conduct up to ten solid waste clearance determinations.

Activities:

The following activities will be performed as part of this task:

- Finalize the “Generator’s Waste Clearance Application Form” for documenting the waste generator, type, quantity, and method of transport. This will provide valuable information for tracking waste types and prior decisions on disposal. This form also provides characterization of the material so that the City can make an informed decision on the appropriate acceptance and handling of the material. This form will be completed by the waste generator and provided to the City for review. Third-party analytical results provided by the waste generator may also be attached to the Waste Characterization Form. Typically, these will be toxicity characteristic leaching procedure (TCLP) results.
- Finalize the “Asbestos Waste Shipment Record Form” for documented the waste generator, type, quantity, and method of transport of asbestos waste materials.
- Update the technical memorandum on the decision process and use of the forms and tracking spreadsheet.
- Provide up to ten solid waste clearance determinations following the City-approved decision process and generator-prepared forms. Solid waste clearance determinations will be provided to the City and BFHD for concurrence or opportunity to advise.
- Update the tracking spreadsheet for the long-term documentation of waste generators, waste characterization information received, acceptance decision, and any special handling needs.
- Finalize update of the existing Operations and Maintenance Manual in accordance with the screening process including acceptance of Petroleum Contaminated Soils and Asbestos wastes.

Deliverables:

The following deliverables will be prepared:

- Generator’s Waste Clearance Application Form (PDF with input capability)
- Asbestos Waste Shipment Record Form (PDF with input capability)
- Tracking spreadsheet (MS Excel Workbook)

- Technical Memorandum (PDF)
- Solid waste clearance determinations for up to 10 special waste disposal requests.
- Updated Operations and Maintenance Manual.

Assumptions:

The following assumptions apply to this task.

- Waste clearance determinations are estimated to take 2 hours of staff time to review and ½-hour of quality control review time. The deliverable to the City and BFHD will be reviewed forms from the waste generators with a solid waste clearance determination. Further coordination with the waste generator and BFHD may require additional time.
- Parametrix accepts no liability regarding the acceptance of waste at the landfill and our role is limited to technical assistance in the process. This assistance is based solely on an objective application of solid and dangerous waste regulations to determine acceptability of waste.

Draft

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

				Principal Consultant	Dwight E. Miller
				Project Controls Specialist	Shanon L. Harris
				Sr Planner	Laura B. Lee
				Sr Hydrogeologist	Lisa A. Gilbert
				Sr Scientist/Biologist	Margaret E. Spence
				Publications Supervisor	Debra M. Fetherston
				Hydrogeologist III	Adam W. Romey
				Sr Contract Administrator	Jean N. Johnson
				Designer IV	Butch R. Purganan
				Sr Engineer	Alan T. Butler
				Sr Engineer	Ian K. Sutton
				Engineer III	Drew O. Norton
				Project Accountant	Jessica M. Lavaris
				Hydrogeologist IV	Michael P. Brady
				Engineer II	Colin Y.M. Phang
				Hydrogeologist III	Erika H. Beyer
Burdened Rates:					
				\$328.99	\$130.40
				\$180.51	\$224.61
				\$212.45	\$147.65
				\$142.18	\$162.72
				\$164.48	\$192.00
				\$224.42	\$135.39
				\$112.67	\$149.76
				\$113.86	\$128.93

Task	SubTask	Description	Labor Dollars																
12		2022 Environmental Monitoring	\$125,423.28	6	16	76	92	20	28	40	1	25	44	66	48	12	42	32	214
12	01	Quarterly GW & Lysimeter Sampling	\$36,056.26				24			40				6			8		174
12	02	Quarterly Env Monitoring Rpts	\$33,751.68		12	52	48	12	18		1	9		9		12	12		
12	03	Annual Env Monitoring Rpt	\$13,399.22	2		24	16	8	6			4		3			6		
12	04	Landfill Operations and LFG Support	\$18,429.12	2	4				2			4	4	24	48			32	
12	05	Air Operating Permit	\$11,928.70	2									40	16					
12	06	Special Waste Review	\$11,858.30				4		2			8		8			16		40

Labor Totals:	\$125,423.28	6	16	76	92	20	28	40	1	25	44	66	48	12	42	32	214
Totals:	\$125,423.28	\$1,973.94	\$2,086.40	\$13,718.76	\$20,664.12	\$4,249.00	\$4,134.20	\$5,687.20	\$162.72	\$4,112.00	\$8,448.00	\$14,811.72	\$6,498.72	\$1,352.04	\$6,289.92	\$3,643.52	\$27,591.02

Other Direct Expenses	
Lodging	\$1,449.00
Meals	\$1,190.25
Mileage	\$1,650.00
Other Direct Costs	\$14,835.00
Other Direct Expenses Total:	\$19,124.25

Project Total \$144,547.53



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-44, Authorizing Award of Bid to Big D's Construction of Tri Cities, Inc. for the Columbia Park Trail and Leslie Stormwater Treatment Retrofit Project

Department:
Public Works

Ordinance/Resolution Number:
2022-44

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-44, authorizing the award of bid to Big D's Construction of Tri-Cities, Inc. for the Columbia Park Trail and Leslie Stormwater Treatment Retrofits project.

Summary:

The 2020 - 2025 Capital Improvement Plan (CIP) includes the Water Quality Retrofit Program funded by the Stormwater Utility. The program utilizes a mix of Washington State grants and local Stormwater utility revenues to add water quality improvement features to the City's stormwater systems. The Columbia Park Trail - Leslie Road Stormwater Treatment Retrofits project was funded in that program. The project will reduce storm-induced erosion on the segment of Columbia Park Trail west of Leslie Road and will reduce pollutant loading to the Yakima River and Amon Wasteway.

A consulting engineering firm and Public Works staff prepared the project for bids, receiving five (5) bids on March 16, 2022. Big D's Construction of the Tri-Cities, Inc. submitted the lowest responsible bid at \$613,423.84, more than \$120,000 below the engineer's estimate.

The City's best interests are served by completing the project as part of an ongoing program to improve stormwater runoff water quality.

Staff recommends adoption of Resolution No. 2022-44.

Fiscal Impact:

This project was previously budgeted in the 2019 Capital Improvement Plan utilizing an Ecology grant and Stormwater funds. The project's available balance is \$889,135, which is sufficient to complete this work, including construction management, construction and contingency.

Attachments:

1. Resolution No. 2022-44
2. Columbia Park Trail-Leslie Stormwater Retrofit - ITB 22-0007 - Big D's Construction of Tri-Cities, Inc.
3. CPT-Leslie Stormwater Retrofits Vicinity Map

RESOLUTION NO. 2022-44

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO BIG D'S
CONSTRUCTION OF TRI CITIES, INC. FOR THE COLUMBIA
PARK TRAIL – LESLIE ROAD STORMWATER TREATMENT
RETROFITS PROJECT.**

WHEREAS, the 2020-2025 Capital Improvement Plan (CIP) includes the Water Quality Retrofit Program, aimed at reducing pollutants in stormwater runoff, thus protecting Richland's water resources; and

WHEREAS, the Columbia Park Trail–Leslie Road Stormwater Treatment Retrofits project (the “Project”) is included in the improvements planned and outlined in the Water Quality Retrofit Program; and

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

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with five (5) bids received and opened on March 16, 2022; and

WHEREAS, Big D's Construction of Tri Cities, Inc. submitted the lowest responsible bid of the five (5) received; and

WHEREAS, on January 2, 2019, Richland City Council adopted Resolution No. 09-19, authorizing acceptance of a stormwater grant through the Washington State Department of Ecology to fund the Columbia Park Trail stormwater retrofit effort; and

WHEREAS, sufficient funding is available to complete the Project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Big D's Construction of Tri Cities, Inc. in the amount of \$613,423.84 for the Columbia Park Trail-Leslie Road Stormwater Improvements Project, and to execute change orders in an aggregate amount not to exceed \$60,000 as needed to fulfill the Project's intent.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

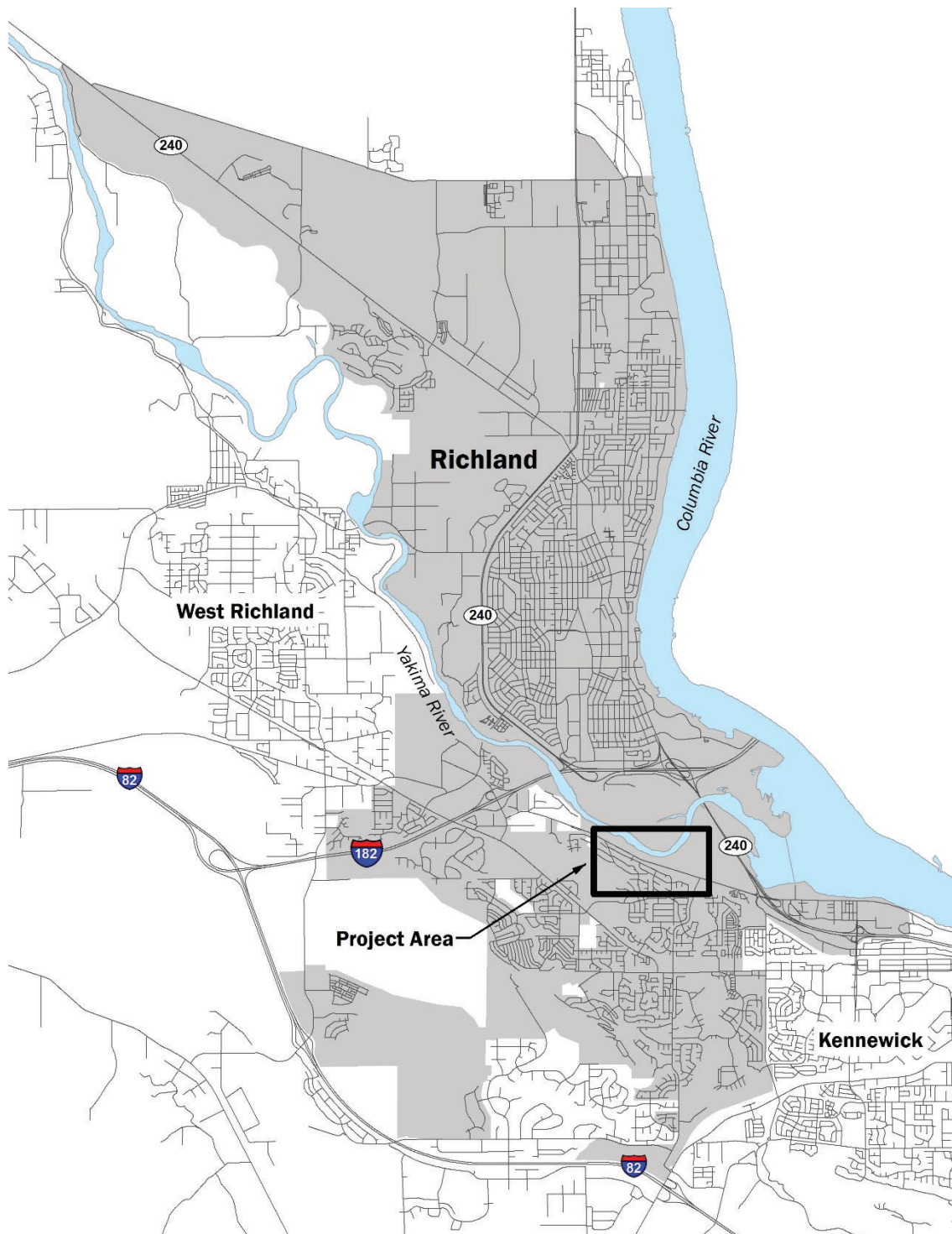
DATE BIDS OPENED: March 16, 2022	ITB # 22-0007
COLUMBIA PARK TRAIL & LESLIE RD STORMWATER RETROFITS	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		BIG D'S CONSTRUCTION OF THE TRI-CITIES, INC. PASCO, WA		DOUBLE J EXCAVATING INC RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization.	1	LS	\$62,000.00	62,000.00	50,000.00	50,000.00	66,000.00	66,000.00
2	SPCC plan.	1	LS	1,000.00	1,000.00	1,000.00	1,000.00	470.00	470.00
3	Project temporary traffic control / signage.	1	LS	60,000.00	60,000.00	75,000.00	75,000.00	38,600.00	38,600.00
4	Erosion control & water pollution prevention.	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	2,315.00	2,315.00
5	Roadway surveying.	1	LS	10,000.00	10,000.00	20,000.00	20,000.00	17,800.00	17,800.00
6	Removal of structures & obstructions.	1	LS	10,000.00	10,000.00	20,000.00	20,000.00	11,800.00	11,800.00
7	Ditch excavation including haul.	2,414	CY	30.00	72,420.00	25.00	60,350.00	33.00	79,662.00
8	Infiltration pond excavation including haul.	2,255	CY	30.00	67,650.00	25.00	56,375.00	27.00	60,885.00
9	Select borrow including haul.	154	CY	25.00	3,850.00	15.00	2,310.00	24.00	3,696.00
10	Structure excavation Class B including haul.	257	CY	20.00	5,140.00	15.00	3,855.00	9.00	2,313.00
11	Crushed surfacing base course (CSBC).	116	TN	200.00	23,200.00	30.00	3,480.00	51.00	5,916.00
12	Crushed surfacing top course (CSTC).	25	TN	200.00	5,000.00	30.00	750.00	109.00	2,725.00
13	HMA CI 1/2 in. PG 64-28.	52	SY	115.00	5,980.00	40.00	2,080.00	82.00	4,264.00
14	Solid wall PVC storm sewer pipe 12" diameter.	203	LF	100.00	20,300.00	57.00	11,571.00	78.00	15,834.00
15	Solid wall PVC storm sewer pipe 24" diameter.	45	LF	250.00	11,250.00	220.00	9,900.00	120.00	5,400.00
16	Presettling device / flow control structure.	2	EA	8,000.00	16,000.00	6,000.00	12,000.00	7,700.00	15,400.00
17	CDS 4040-8-C.	1	EA	62,000.00	62,000.00	72,000.00	72,000.00	84,000.00	84,000.00
18	Butterfly valve 12" with valve box.	2	EA	3,000.00	6,000.00	4,500.00	9,000.00	4,300.00	8,600.00
19	Concrete headwall & grate.	4	EA	2,100.00	8,400.00	3,000.00	12,000.00	3,700.00	14,800.00
20	Aluminum trash grate.	1	EA	500.00	500.00	500.00	500.00	530.00	530.00
21	Connection to drainage structure	3	EA	2,000.00	6,000.00	1,500.00	4,500.00	550.00	1,650.00
22	Gravel backfill for pipe zone bedding.	177	CY	60.00	10,620.00	20.00	3,540.00	44.00	7,788.00
23	Woven geotextile for underground drainage.	2,560	SY	5.00	12,800.00	3.00	7,680.00	2.00	5,120.00
24	Treatment soil media.	1,027	CY	50.00	51,350.00	50.00	51,350.00	61.00	62,647.00
25	Seeding, fertilizing and mulching.	0.230	AC	15,000.00	3,450.00	1,000.00	230.00	6,000.00	1,380.00
26	Quarry spalls.	1,603	CY	75.00	120,225.00	35.00	56,105.00	52.00	83,356.00
27	Permeable ballast.	93	CY	100.00	9,300.00	35.00	3,255.00	58.00	5,394.00
28	Paint line.	48	LF	5.00	240.00	5.00	240.00	18.00	864.00
29	Trench safety.	1,638	SF	1.50	2,457.00	2.00	3,276.00	1.00	1,638.00
30	Adjust manhole.	5	EA	750.00	3,750.00	500.00	2,500.00	660.00	3,300.00
BASE BID SUBTOTAL					\$680,882.00		\$564,847.00		\$614,147.00
8.6% SALES TAX					58,555.85		48,576.84		52,816.64
BASE BID TOTAL					\$739,437.85		\$613,423.84		\$666,963.64

City of Richland

DATE BIDS OPENED: March 16, 2022	ITB # 22-0007
COLUMBIA PARK TRAIL & LESLIE RD STORMWATER RETROFITS	

Item	Description	Qty	Unit	ALBA'S EXCAVATING GRANDVIEW, WA		C&E TRENCHING, LLC PASCO, WA		DW EXCAVATING, INC DAVENPORT, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Mobilization.	1	LS	20,000.00	20,000.00	27,821.00	27,821.00	43,000.00	43,000.00
2	SPCC plan.	1	LS	2,500.00	2,500.00	1,574.00	1,574.00	500.00	500.00
3	Project temporary traffic control / signage.	1	LS	31,000.00	31,000.00	86,684.00	86,684.00	84,000.00	84,000.00
4	Erosion control & water pollution prevention.	1	LS	9,500.00	9,500.00	46,281.00	46,281.00	8,800.00	8,800.00
5	Roadway surveying.	1	LS	10,500.00	10,500.00	7,553.00	7,553.00	9,300.00	9,300.00
6	Removal of structures & obstructions.	1	LS	10,800.00	10,800.00	4,662.00	4,662.00	4,200.00	4,200.00
7	Ditch excavation including haul.	2,414	CY	26.50	63,971.00	16.53	39,903.42	20.50	49,487.00
8	Infiltration pond excavation including haul.	2,255	CY	26.50	59,757.50	15.47	34,884.85	26.00	58,630.00
9	Select borrow including haul.	154	CY	42.00	6,468.00	48.11	7,408.94	51.00	7,854.00
10	Structure excavation Class B including haul.	257	CY	28.00	7,196.00	19.56	5,026.92	26.00	6,682.00
11	Crushed surfacing base course (CSBC).	116	TN	42.00	4,872.00	38.23	4,434.68	37.00	4,292.00
12	Crushed surfacing top course (CSTC).	25	TN	42.00	1,050.00	38.27	956.75	50.00	1,250.00
13	HMA CI 1/2 in. PG 64-28.	52	SY	190.00	9,880.00	212.75	11,063.00	170.00	8,840.00
14	Solid wall PVC storm sewer pipe 12" diameter.	203	LF	68.00	13,804.00	49.84	10,117.52	74.00	15,022.00
15	Solid wall PVC storm sewer pipe 24" diameter.	45	LF	275.00	12,375.00	305.18	13,733.10	282.00	12,690.00
16	Presettling device / flow control structure.	2	EA	8,400.00	16,800.00	6,119.48	12,238.96	6,100.00	12,200.00
17	CDS 4040-8-C.	1	EA	78,582.00	78,582.00	76,075.00	76,075.00	102,000.00	102,000.00
18	Butterfly valve 12" with valve box.	2	EA	6,150.00	12,300.00	3,654.69	7,309.38	4,220.00	8,440.00
19	Concrete headwall & grate.	4	EA	8,500.00	34,000.00	3,459.17	13,836.68	4,400.00	17,600.00
20	Aluminum trash grate.	1	EA	1,850.00	1,850.00	1,081.05	1,081.05	835.00	835.00
21	Connection to drainage structure	3	EA	4,200.00	12,600.00	889.55	2,668.65	630.00	1,890.00
22	Gravel backfill for pipe zone bedding.	177	CY	42.00	7,434.00	35.12	6,216.24	43.00	7,611.00
23	Woven geotextile for underground drainage.	2,560	SY	2.98	7,628.80	3.28	8,396.80	3.65	9,344.00
24	Treatment soil media.	1,027	CY	88.50	90,889.50	94.17	96,712.59	123.00	126,321.00
25	Seeding, fertilizing and mulching.	0.230	AC	10,000.00	2,300.00	6,803.78	1,564.87	7,500.00	1,725.00
26	Quarry spalls.	1,603	CY	46.00	73,738.00	56.90	91,210.70	88.00	141,064.00
27	Permeable ballast.	93	CY	50.00	4,650.00	64.21	5,971.53	95.00	8,835.00
28	Paint line.	48	LF	25.00	1,200.00	20.12	965.76	15.00	720.00
29	Trench safety.	1,638	SF	4.00	6,552.00	0.56	917.28	2.50	4,095.00
30	Adjust manhole.	5	EA	1,800.00	9,000.00	800.00	4,000.00	900.00	4,500.00
BASE BID SUBTOTAL					\$623,197.80		\$631,269.67		\$761,727.00
8.6% SALES TAX					53,595.01		54,289.19		65,508.52
BASE BID TOTAL					\$676,792.81		\$685,558.86		\$827,235.52



Vicinity Map



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-45, Waiving and Replacing Road Improvement Requirements for a Segment of Reata Road

Department:

Public Works

Ordinance/Resolution Number:

2022-45

Document Type:

Resolution

Recommended Motion:

Approve Resolution No. 2022-45, waiving Title 12 RMC street improvement standards and adopting a variant standard for an identified segment of Reata Road.

Summary:

The City limits abut a segment of Reata Road. Until November of 2021, the segment of Reata Road was under the ownership and management of Benton County. Suburban residential development exists on the south side of Reata Road. The City's Badger Mountain South planned development abuts the north side of Reata Road. In November of 2021, the City and Benton County agreed to transfer ownership and management of the segment of Reata Road adjacent to the Badger Mountain South planned development to the City to enable the City to oversee the improvements needed to Reata Road to support the new development.

Title 12 RMC establishes city street improvement standards, key features of which are concrete curbs, gutters, and sidewalks. Title 12 RMC enables administrative consideration of variances to the street improvement standards if certain criteria are satisfied. Reata Road does not qualify for an administrative variance to the improvement standards under the code. Public Works staff believes a variance is warranted for this segment of Reata Road for the following reasons: 1) the November 2021 right-of-way transfer did not include annexation of the existing development on the south side of Reata Road, so the south side of the street remains outside of the City and not subject to municipal code regulation; 2) the adjacent segments of Reata Road to the east and west of the transferred segment will remain under Benton County's management for the foreseeable future and will therefore remain rural in character; 3) the Badger Mountain South development plans will not create parcels that use Reata Road as their point of access, leaving Reata Road as the backyard right-of-way for parcels within the City; and 4) the City can accomplish provision of bicycle and pedestrian facilities along its segment of Reata Road through use of design features more compatible with a rural street design than with the use of the standard concrete curb, gutter, and sidewalk.

In light of the above, Public Works staff has developed a recommended variant improvement standard for the segment of Reata Road.

Staff recommends adoption of Resolution No. 2022-45.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 2022-45

RESOLUTION NO. 2022-45

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
WAIVING AND REPLACING THE ROAD IMPROVEMENT
REQUIREMENTS APPLICABLE TO A SEGMENT OF REATA
ROAD PURSUANT TO RICHLAND MUNICIPAL CODE SECTIONS
12.08.060 AND 12.10.020.**

WHEREAS, on November 16, 2021, through adoption of Resolution No. 139-21, Richland City Council authorized an agreement with Benton County for the revision of a corporate boundary at Reata Road; and

WHEREAS, this segment of Reata Road now comprises the southerly boundary of the City, with no properties south of the street right-of-way within the City; and

WHEREAS, this segment of Reata Road lies between two segments of Reata Road that remain in Benton County and have no sidewalk improvements; and

WHEREAS, the preliminary plat of South Orchard, proposed by developers of the Badger Mountain South development, adjoins the Reata Road right-of-way but does not propose any building lots that would directly access Reata Road; and

WHEREAS, the development requires improvements to the Reata Road right-of-way; and

WHEREAS, Richland Municipal Code (RMC) 12.10.020 requires construction of concrete curbs, gutters and sidewalks along existing property frontages when triggered by a building permit; and

WHEREAS, RMC 12.10.035 requires that street improvement projects add curbs, gutters and sidewalks to both sides of the street; and

WHEREAS, the south side of Reata Road is already developed with existing residential uses that are not within the City; and

WHEREAS, because the South Orchard development will make no changes to the property on the south side of Reata Road, there is no nexus between the South Orchard project and the conditions on the south side of Reata Road; and

WHEREAS, RMC 12.08.060 requires that all work within a city right-of-way be in accordance with the adopted city standards in effect at the time application for a construction permit is made; and

WHEREAS, the adopted city standards for a major collector street, the functional classification of Reata Road, include bicycle lanes and sidewalks on both sides of the street; and

WHEREAS, based on the unique circumstances surrounding the South Orchard development and its proximity to Reata Road, it is appropriate to establish an alternative improvement standard to provide appropriate bicycle, pedestrian and vehicular features for the segment of Reata Road within Richland city limits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the construction requirements of RMC 12.10.020 are hereby waived and replaced with an alternative standard street section that includes a pedestrian path separate from the street surface on the north side of Reata Road, a swale or ditch for collection and conveyance of storm water, five-foot-wide paved shoulders, two (2) eleven-foot-wide through lanes, and a twelve-foot-wide center turn lane, all as described in **Exhibit A**.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

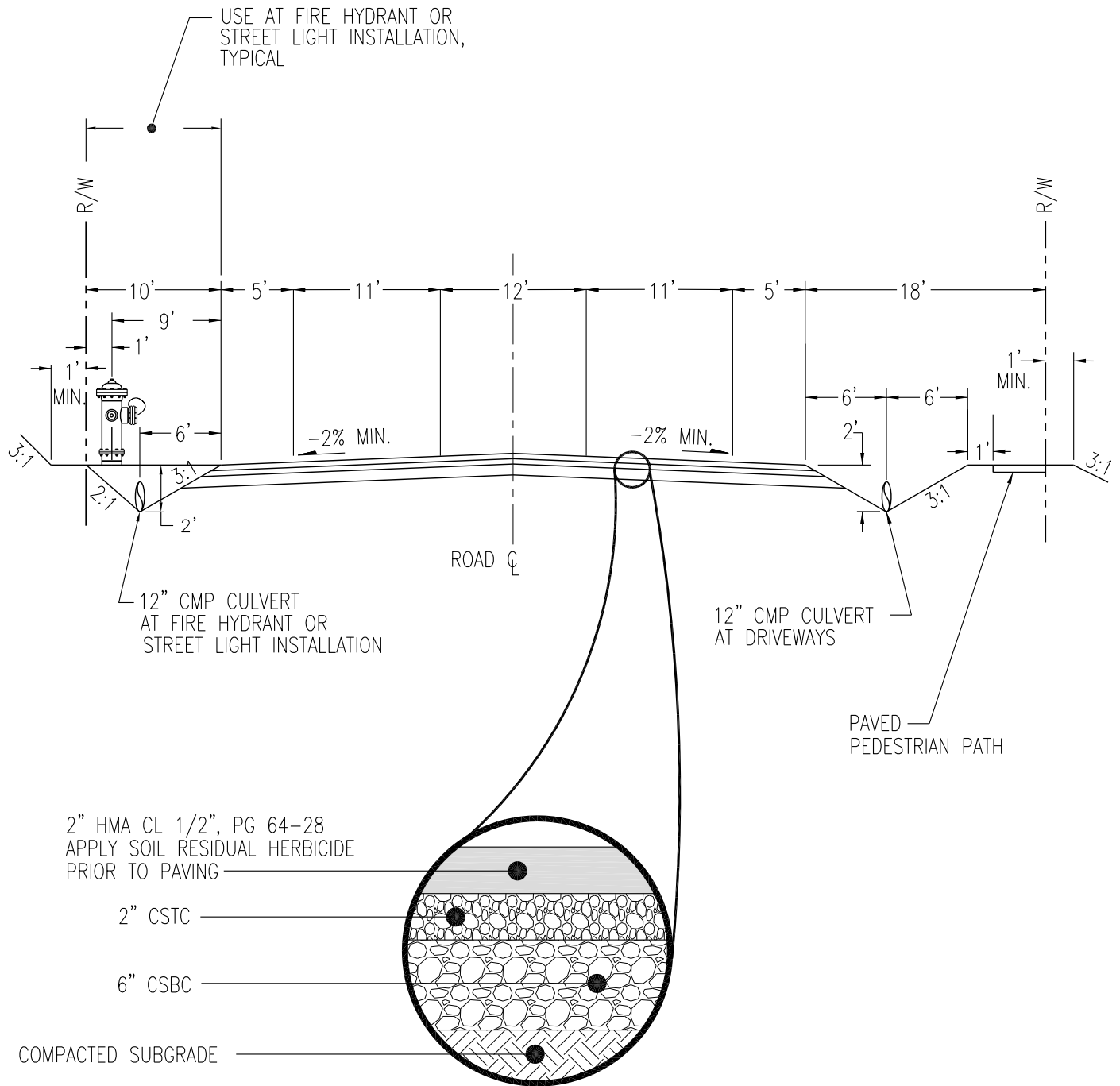


EXHIBIT A REATA ROAD

PUBLIC WORKS ENGINEERING

APPR. BY: EY

DATE: 3/23/22

DRAWN BY: LD

DWG:

CAD FILE:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-46, Approving the Final Plat of Marcello Estates - Phase I

Department:
Development Services

Ordinance/Resolution Number:
2022-46

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-46, approving the final plat of Marcello Estates - Phase I.

Summary:

The final plat of Marcello Estates - Phase I proposes to divide 17.24 acres into 19 lots and two tracts. Lots will be available for single-family home construction.

All public infrastructure required for Phase I has been built as required by the conditions found in the relevant Technical Advisory Committee (TAC) report and the Richland Hearing Examiner's recommendation for conditional approval.

Staff recommends adoption of Resolution No. 2022-46.

Fiscal Impact:

Final plat approval will foster the creation of 19 new lots available for single-family home construction. These new homes will contribute to Richland's tax base by increasing the City's total assessed value.

Attachments:

1. Resolution No. 2022-46
2. Vicinity Map

RESOLUTION NO. 2022-46

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, APPROVING THE FINAL PLAT OF MARCELLO ESTATES - PHASE 1 SUBJECT TO THE CONDITIONS OF APPROVAL OF THE TECHNICAL ADVISORY COMMITTEE REPORT NO. S2018-103, RICHLAND HEARING EXAMINER'S REPORT NO. S2018-103, AND THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL AS ADOPTED BY RESOLUTION NO. 39-19.

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

WHEREAS, on March 8, 2019, the Richland Hearing Examiner issued a report recommending conditional approval of the preliminary plat of Marcello Estates to Richland City Council; and

WHEREAS, on April 2, 2019, Richland City Council held a closed-record decision hearing to consider the proposed Marcello Estates preliminary plat application and the recommendation of the Richland Hearing Examiner. Council took action to approve the preliminary plat request through adoption of Resolution No. 39-19; and

WHEREAS, RP Development has applied for final plat approval of Marcello Estates - Phase 1 dividing 17.24 acres into nineteen (19) lots and two (2) tracts; and

WHEREAS, the public improvements required for the plat of Marcello Estates - Phase 1 have been constructed in accordance with the conditions of approval contained in Technical Advisory Committee (TAC) Report No. S2018-103 dated January 14, 2019, and the March 8, 2019 Richland Hearing Examiner's Report No. S2018-103.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Marcello Estates - Phase 1, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the following:

1. The conditions of approval contained in Technical Advisory Committee Report No. S2018-103, attached hereto and incorporated herein as **Exhibit B**; and
2. The Richland Hearing Examiner's March 8, 2019 Report No. S2018-103, attached hereto and incorporated herein as **Exhibit C**; and
3. The findings and conclusions of the Richland City Council as adopted by Resolution No. 39-19.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

FINAL PLAT OF
MARCELLO ESTATES PHASE 1

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 9 NORTH,
RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

Exhibit A to Resolution No. 2022-46

SURVEY / DEED REFERENCES

- (R1) BADGER MOUNTAIN ESTATES (VOL. 8, PG. 124, PLAT NO. 3--382) BY OWENS, RECORDED 07/23/1970
(R2) PLAT OF LIBERTY LANE (VOL. 15, PG. 260, AFN 2005--002395) BY STRATTON, RECORDED 01/24/2005
(R3) PLAT OF ASPEN MEADOWS NO. 1 (VOL. 15, PG. 145, AFN 2001--026574) BY STRATTON, RECORDED 08/27/2001
(R4) PLAT OF ASPEN MEADOWS NO. 3 (VOL. 15, PG. 191, AFN 2002--047522) BY STRATTON, RECORDED 12/04/2002
(R5) SURVEY 2960 (VOL. 1, PG. 2960, AFN 2001--040253) BY CHRISTENSEN, RECORDED 12/18/2001
(R6) SURVEY 3329 (VOL. 1, PG. 3329, AFN 2011--025268) BY DYCK, RECORDED 09/04/2011
(D1) STATUTORY WARRANTY DEED TO P & R CONSTRUCTION, LLC. (AFN 2018--003522), RECORDED 02/06/2018

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	RECORD LENGTH
C1	25.00'	39.15'	35.27'	N45°19'14"E	89°43'04"	
C2	25.00'	39.29'	35.37'	S44°33'07"E	90°01'38"	
C3	25.00'	39.26'	35.35'	N45°26'53"E	89°58'22"	
C4	25.00'	39.29'	35.37'	S44°33'07"E	90°01'38"	
C5	25.00'	39.26'	35.35'	S45°26'53"W	89°58'22"	
C6	40.00'	77.37'	65.86'	N35°05'35"E	110°49'15"	
C7	40.00'	48.36'	45.46'	S54°56'52"E	69°15'49"	
C8	40.00'	125.73'	80.00'	S00°27'42"W	180°04'59"	(125.66' R1)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°27'42"W	26.00'
L2	S00°27'42"W	6.00'
L3	N00°27'42"E	20.00'

LEGEND AND ABBREVIATIONS

- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318"
- W.C. SET 5/8" x 30" IRON REBAR WITNESS CORNER WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" SET 1' WESTERLY ALONG PROPERTY LINE OR AS NOTED
- ✕ STEEL FENCE POST WITH ATTACHED BRASS WASHER STAMPED: "MATARAZZO 46318". SEE PROPERTY PIN NOTES ON THIS SHEET FOR ADDITIONAL INFORMATION.
- ◆ SET BRASS CAP IN MONUMENT CASE STAMPED "2021 PLS 46318"
- ⊙ FOUND 5/8" IRON REBAR W/ YPC OR OPC WITHIN 0.1' FROM CALCULATED, UNLESS NOTED OTHERWISE.
- ⊕ FOUND SURVEY MONUMENT AS NOTED
- CALCULATED POINT, NOT FOUND OR SET
- #### DENOTES ADDRESS
- AFN AUDITOR FILE NUMBER
- K.I.D. KENNEWICK IRRIGATION DISTRICT
- C# / L# DENOTES CURVE / LINE DATA, SEE TABLE
- C.O.R. CITY OF RICHLAND
- ESMT EASEMENT
- EXIST. EXISTING
- IRR. IRRIGATION
- P.U.E. PUBLIC UTILITY EASEMENT
- RW DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
- SEC. SECTION
- S.F. / AC. SQUARE FEET / ACRES
- UTIL. UTILITY
- (VOL. , PG.) VOLUME, PAGE
- W/ WITH
- YPC/OPC YELLOW/ORANGE PLASTIC CAP
- SECTION OF SECTION SUB-DIVISION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY CENTERLINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- PLAT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY DEDICATED HEREON
- NEW LOT LINE
- EASEMENT DEDICATED BY THIS PLAT

TRACT NOTES

- TRACT A IS HEREBY DEDICATED TO CITY OF RICHLAND, FOR THE USES STATED BELOW:
- TRACT A IS FOR STORM DRAINAGE.
- TRACT B IS RETAINED BY THE OWNER OF RECORD FOR THE USES STATED BELOW:
- TRACT B IS FOR FUTURE DEVELOPMENT.

BASIS OF BEARINGS

NAD 83, WASHINGTON STATE PLANE SOUTH ZONE GRID
BEARING OF S01°19'48"W ALONG THE WEST LINE OF THE
SW 1/4 OF SECTION 26, T9N, R28E, W.M., BETWEEN
FOUND MONUMENTS. DISTANCES SHOWN ARE TRUE
GROUND LENGTHS, IN US SURVEY FOOT.

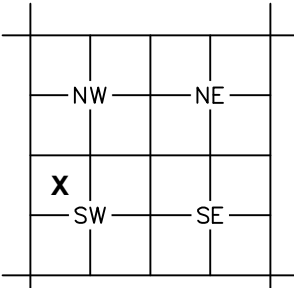
PROPERTY PIN NOTES

STEEL FENCE POST INSTALLED AT LOCATION OF PROPERTY CORNER.
ATTACHED BRASS WASHER STAMPED: "MATARAZZO 46318", TO BASE OF
POST. TOP OF POST WAS TIED AND HELD FOR PROPERTY CORNER.

VISION CLEARANCE TRIANGLE NOTE

- ALL VISION CLEARANCE TRIANGLES FALL WITHIN THE RIGHT-OF-WAY AND DO NOT INTERSECT WITH CORNER LOT LINES.

SECTION DIAGRAM

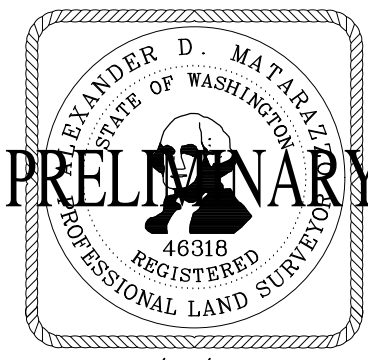


SECTION 26
T 9 N., R 28 E.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 2022 AT M. IN VOLUME OF PLATS AT PAGE AT
THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE
WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF RP DEVELOPMENT, LLC.
IN 2021.

ALEXANDER D. MATARAZZO, PLS 46318

DATE



**PBS Engineering and
Environmental Inc.**
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: RP DEVELOPMENT		PROJECT NO.: 66108	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 03/02/2022	
CALC BY: ROP	DRAWN BY: DWW	SCALE: 1" = 60'	
SECTION: 26	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET 1 OF 2	

MARCELLO ESTATES PHASE 1

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 9 NORTH,
RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF RP DEVELOPMENT, LLC., A WASHINGTON LIMITED LIABILITY COMPANY TO SUBDIVIDE THOSE LANDS KNOWN AS LOTS 3 OF THE PLAT OF BADGER MOUNTAIN ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLAT AT PAGE 124, PLAT NUMBER 3-382, RECORDS OF BENTON COUNTY, WASHINGTON.

THIS PROJECT IS BOUND ON THE EAST BY LOT 1 OF SHORT PLAT 3329, RECORDED IN BOOK 1 OF SHORT PLATS AT PAGE 3329, UNDER AUDITOR'S FILE NUMBER 2011-025268, TRACTS A AND B OF THE FINAL PLAT OF LIBERTY LANE, RECORDED IN VOLUME 15 OF PLATS AT PAGE 260, UNDER AUDITOR'S FILE NUMBER 2005-002395 AND LOTS 16 THRU 20 & TRACT A OF THE FINAL PLAT OF ASPEN MEADOWS NO. 1, RECORDED IN VOLUME 15 OF PLATS AT PAGE 145, UNDER AUDITOR'S FILE NUMBER 2001-026574, ON THE SOUTH BY LOTS 6 THRU 12 OF THE FINAL PLAT OF ASPEN MEADOWS NO. 3, RECORDED IN VOLUME 15 OF PLATS AT PAGE 191, UNDER AUDITOR'S FILE NUMBER 2002-047522, ON THE WEST BY LOTS 1 THRU 8 OF SAID PLAT OF BADGER MOUNTAIN ESTATES, ON THE NORTH BY LOT 2 OF RECORD OF SURVEY 2960, RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2960 UNDER AUDITOR'S FILE NUMBER 2001-040253 AND TAX PARCEL 1-2698-200-0004-000. ALL RECORDS LISTED ARE OF BENTON COUNTY, WASHINGTON.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING A TRIMBLE R8 GNSS GPS RECEIVER HAVING AN ACCURACY OF 1CM+2PPM TIMES MEASURED LENGTH WITH TIES TO CITY OF RICHLAND PROVIDED CONTROL POINTS BASED ON NAD83. THE MONUMENTS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS IN MAY 2018 THRU JANUARY 2021.

SUBDIVISION GUARANTEE REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN TICOR TITLE COMPANY GUARANTEE CERTIFICATE No. 472117967, DATED: SEPTEMBER 2, 2021 AT 12:00 AM. IN PREPARING THIS PLAT, PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING AND ENVIRONMENTAL, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED TICOR TITLE COMPANY GUARANTEE CERTIFICATE. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON TICOR TITLE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING AND ENVIRONMENTAL, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

LEGAL DESCRIPTION

LOT 9
(PER STATUTORY WARRANTY DEED FILED UNDER AUDITOR'S FILE NUMBER 2018-003522 AND SHOWN ON BADGER MOUNTAIN ESTATES IN VOLUME 8 OF PLATS AT PAGE 124, PLAT NUMBER 3-382, RECORDED JULY 23, 1970 RECORDS OF BENTON COUNTY, WASHINGTON)

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26 IN TOWNSHIP 09 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF RICHLAND, COUNTY OF BENTON, STATE OF WASHINGTON.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 9 OF BADGER MOUNTAIN ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLAT AT PAGE 124, RECORDS OF BENTON COUNTY.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CITY REQUIRED NOTES

- HOMEOWNERS MAY MAINTAIN LANDSCAPING WITHIN STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF THEY DESIRE. THE CITY STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING, OR OTHER AESTHETIC IMPROVEMENTS.
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN.
- ADDRESSES SHOWN IN [] "BRACKETS" ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
- THE PLAT OF MARCELLO ESTATES, PHASE 1, LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN (RMC 12.03). AS SUCH, EACH DWELLING UNIT WITHIN THIS PLAT SHALL BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN.
- BUILDING PERMITS FOR HOMES WITHIN THIS PLAT WILL BE ASSESSED PARK FEES TO CONTRIBUTE TO THE DEVELOPMENT OF OPEN SPACES NEEDED IN THE VICINITY OF THE PLAT AS DETERMINED BY THE CITY OF RICHLAND PARKS AND PUBLIC FACILITIES DEPARTMENT.
- IN ACCORDANCE WITH THE GRADING FINAL LETTER FOR MARCELLO ESTATES PHASE 1 PREPARED BY ATLAS (DATED MARCH 1, 2022), ALL LOTS SHALL HAVE THE FOUNDATION SUBGRADE INSPECTED AND APPROVED PRIOR TO FOUNDATION PLACEMENT. SUBGRADE INSPECTION AND TESTING MUST BE UNDER THE DIRECT RESPONSIBLE CHARGE AND REVIEWED BY AN ATLAS ENGINEER PRIOR TO FOUNDATION PLACEMENT.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2021 A.D.
TAX PARCEL No. 1-2698-302-0000-018

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

APPROVALS

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

CITY MANAGER DATE

CITY CLERK DATE

CITY ENGINEER DATE

IRRIGATION APPROVAL

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

FOR KENNEWICK IRRIGATION DISTRICT TITLE DATE

DEDICATION

WE, P & R CONSTRUCTION, LLC., A WASHINGTON LIMITED LIABILITY COMPANY HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON;AND WE, ALSO INVESTMENT COMPANY, HEREBY CERTIFY THAT I HAVE AN INTEREST IN THE TRACT OF LAND DESCRIBED HEREON HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND THE LOTS CREATED AS SHOWN AND THAT THE STREET RIGHT-OF-WAY AND THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

PETER P. STRIZHAK TITLE DATE
DULY AUTHORIZED REPRESENTATIVE FOR
P & R CONSTRUCTION, LLC.

RUSLAN GORBATYUK TITLE DATE
DULY AUTHORIZED REPRESENTATIVE FOR
P & R CONSTRUCTION, LLC.

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT PETER P. STRIZHAK, HAS SIGNED THIS PLAT ON BEHALF OF P & R CONSTRUCTION, LLC., ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RUSLAN GORBATYUK, HAS SIGNED THIS PLAT ON BEHALF OF P & R CONSTRUCTION, LLC., ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

TRACT NOTES

TRACT A IS HEREBY DEDICATED TO CITY OF RICHLAND, FOR THE USES STATED BELOW:

- TRACT A IS FOR STORM DRAINAGE.

TRACT B IS RETAINED BY THE OWNER OF RECORD FOR THE USES STATED BELOW:

- TRACT B IS FOR FUTURE DEVELOPMENT.

SURVEY / DEED REFERENCES

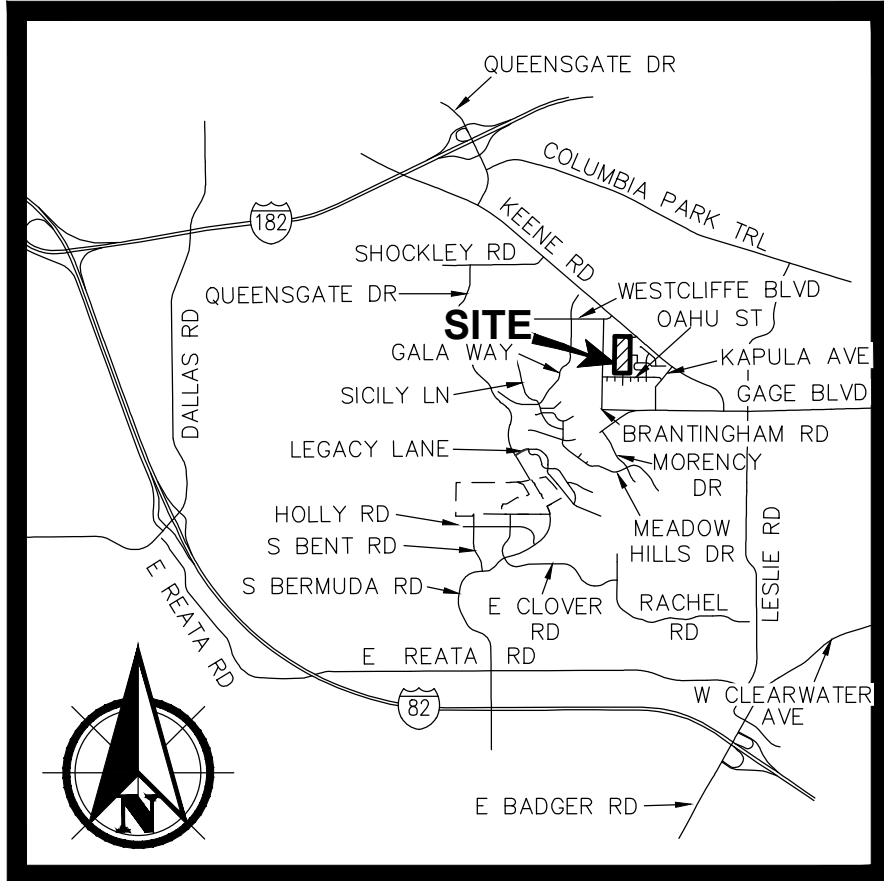
- (R1) BADGER MOUNTAIN ESTATES (VOL. 8, PG. 124, PLAT NO. 3-382) BY OWENS, RECORDED 07/23/1970
(R2) PLAT OF LIBERTY LANE (VOL. 15, PG. 260, AFN 2005-002395) BY STRATTON, RECORDED 01/24/2005
(R3) PLAT OF ASPEN MEADOWS NO. 1 (VOL. 15, PG. 145, AFN 2001-026574) BY STRATTON, RECORDED 08/27/2001
(R4) PLAT OF ASPEN MEADOWS NO. 3 (VOL. 15, PG. 191, AFN 2002-047522) BY STRATTON, RECORDED 12/04/2002
(R5) SURVEY 2960 (VOL. 1, PG. 2960, AFN 2001-040253) BY CHRISTENSEN, RECORDED 12/18/2001
(R6) SURVEY 3329 (VOL. 1, PG. 3329, AFN 2011-025268) BY DYCK, RECORDED 09/04/2011

(D1) STATUTORY WARRANTY DEED TO P & R CONSTRUCTION, LLC. (AFN 2018-003522), RECORDED 02/06/2018

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2022 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR _____



VICINITY MAP

NOT TO SCALE



03/02/2022



PBS Engineering and Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: RP DEVELOPMENT		PROJECT NO.: 66108	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 03/02/2022	
CALC BY: ROP	DRAWN BY: DWW	SCALE: N/A	
SECTION: 26	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>2</u> OF <u>2</u>	

**RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
JANUARY 14, 2019**

APPLICANT: RP DEVELOPMENT

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 17.62 ACRES INTO 55 LOTS

LOCATION: SOUTHWEST OF KEENE ROAD AT THE TERMINUS OF KEENE COURT AND
DIRECTLY NORTH OF THE TERMINUS OF SEQUOIA AVENUE (APN
126983020000018)

SURVEYOR: PBS

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

General Conditions:

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

5. When the construction is substantially complete a review set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the review copy, a final copy of the record drawings shall be submitted along with a CAD copy. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
7. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
10. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
11. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.
12. A wetland delineation/rating report addressing impacts to the roadside wetland(s) adjacent to Keene Road as a result of the improvements required to Keene Court shall be submitted to, and approved by, the Development Services Department Planning Manager prior to the issuance of any construction permits.
13. A geotechnical investigation report shall be conducted in accordance to the 2015 IBC Section 1803. A grading permit shall be issued with final observation by COR and Geotechnical Engineer of Record completed. Any specific geo-technical requirements regarding foundation footings and site slopes shall be noted on the plat along with reference to geotechnical engineer and report date.
14. The following note shall be placed upon the final plat:
"Addresses shown in brackets are subject to change by the City of Richland. Zip code: 99352."
15. Street designations shall be as set forth in RMC 12.01.060. North-South directional shall be 'Avenue'; East-West shall be 'Street'.
16. Provide a minimum of eight (8) street names for segments labeled: South Lane, East Place, West Place and Central Lane.
17. Omit street name 'West Court': this street segment shall be an extension of 'West Place'.

18. The existing single-family dwelling and accessory structure shall be demolished with final inspection for (Permit DM-18-02616) completed prior to plat recording.

Design Standards:

19. Public improvement design shall follow the following general format:
- A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - C. Storm sewer shall be aligned on the south and east side of street centerlines.
 - D. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - E. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - F. Water lines shall be aligned on the south and east side of street centerlines.
 - G. Watermains larger than 8-inches in diameter shall be ductile iron.
 - H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - I. All watermains outside areas zoned R1 shall be ductile iron.
 - J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - L. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - O. The minimum centerline radius for local streets shall be 100-feet.
 - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - R. A detailed grading plan shall be included in the submitted plan set.
 - S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All

- electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- Z. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
- AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
20. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
21. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

22. SURVEY MONUMENT DESTRUCTION:

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

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

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

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

Traffic & Streets:

23. The Marcello Estates preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).
24. As Keene Court will be the primary access for this plat, the frontage along both sides of it shall be completed to City standards at the time that the first phase of this project is developed. These frontage improvements shall consist of curb, gutter and sidewalk installed per the City's "local street" detail, storm drainage and street lights per city standards. These improvements need to extend from the existing curb & sidewalk at the Keene Road intersection to the plat. The north side of Keene Court shall be improved up to the curb returns of the road extension into the north property.
25. The portion of right-of-way containing the Keene Court cul-de-sac "to be vacated" will be vacated concurrently with the phase that constructs the extension of Keene Court into this property and dedicates that extension of Keene Court as new right-of-way.
26. During project construction the developer and his contractor shall make provisions for vehicles that need to use the Keene Court cul-de-sac to turn around (solid waste trucks, emergency vehicles, etc.). An alternative way to turn around shall be provided until the new roadway is constructed and open for use.
27. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
28. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate Right-of-Way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.
29. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
30. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

31. The proposed preliminary plat is located entirely within the Tapteal 1 water pressure zone. The closest Tapteal 1 water main is located in Liberty Lane to the east, Sequoia Ave. to the south, and Keene Court to the north. The developer shall extend and connect each of these water mains to his project at the time of plat construction. Looping all of these mains together will provide redundancy, help with fire flows and also eliminate stagnant water.
32. The proposed pre-plat indicates that the existing well houses on the property are to be abandoned. It appears that a number of properties adjacent to and west of this parcel rely on a domestic water source located on this property. If this project intends to compromise the water supply to these adjacent properties it shall be the developer's responsibility to provide a replacement domestic water source meeting the requirements of applicable regulations. These parcels are also required to have a source of irrigation water

separate from city domestic water, per Richland Municipal Code. A copy of the development plan agreed to by the applicant and adjacent property owners (Badger Mountain Estates Association) shall be provided to the City as part of the construction plan submittal.

33. The proposed preliminary plat shows seven "5-foot private water easements" extending from West Place to the existing residential lots to the west. The intended use of these easements is unclear. The City will not accept side yard easements for water services from the City's potable water system to these properties. In addition, a proposal to provide City potable water service to the adjacent lots must comply with Richland Municipal Code Sections 18.34.010 and Section 18.16.080 and other applicable federal, state or local regulations.
34. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
35. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

36. The closest sanitary sewer available for this development is located to the north in Keene Court. It shall be the responsibility of the developer to extend a sewer main throughout this property to serve sanitary sewer at the time of plat construction.
37. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

Ground Water:

38. A Right-of-Way Construction permit cannot be issued for this project until a full geohydrology report is received. Given the amount of groundwater encountered in this area (in both developed and undeveloped areas), the possibility of an underdrain system being required is very high. Please have test pits and/or bore-holes dug by a geotech engineer, and an evaluation from said engineer prior to permit application. If an underdrain system is not required, the geohydrology report needs to state so. Also, if groundwater is encountered within 5-feet during construction, an underdrain system will be required.
39. The grading plan for this project shall make provisions for any impacts to the existing neighboring homeowners that the proposed grading may have on them. It shall include a means for managing groundwater or subsurface springs if any are encountered during grading or construction.

Storm Water:

40. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
41. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

42. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
43. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
44. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
45. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
46. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
47. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
48. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.
49. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
50. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
51. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

52. Stormwater runoff from the proposed improvements to Keene Court shall not be directed into the adjacent wetland area(s) located along Keene Road. Deviations to this standard may be approved by the administrator; provided, that a study undertaken by a qualified professional in accordance with the provisions of RMC 22.10.140 indicates that the potential discharge of stormwater runoff from a development site into a wetland is adequately mitigated to protect the functions and values of the wetland (RMC 22.10.125).

Final Platting / Project Acceptance Requirements:

53. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
56. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
57. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
58. The final plat shall include notes identifying all common areas including private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
59. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
60. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
61. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
62. Any restricted parking areas shall be indicated on the final plats.

Irrigation Requirements:

63. The plat shall include the following irrigation easements consistent with KID requirements:
- Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."

64. The Applicant is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to the KID upon completion, at the time of final plat.
- a. Kid Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application.
 - i. The KID point connection or irrigation water source for this development will be at the Badger East Canal, milepost 9.8. Please refer to the attached Exhibit A.
 - b. As an alternative to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Applicant and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on site" requirements and may include:
 - i. Contributions made towards a regional pump facility.
 - ii. The installation of pipelines "off-site".
65. Design of the required irrigation system must be approved by KID prior to installation. The Applicant is required to submit an irrigation plan designed by a professional engineer for review and approval by the KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. IN addition to compliance with Condition 58 above, the Plan must ensure all reasonable measures are taken to protect any easements, right-of-ways, and facilities. Please contact KID at 586-6012 for more information regarding this irrigation plan.
66. Completion of all the facilities, consistent with irrigation plan approved by KID, is required prior to KID signature on the Final Plat.
- a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and right-of-ways. Such review and approval will be coordinated as part of the City of Richland review and the Final Plat approval process.
 - c. The KID must inspect any new irrigation system installations or modifications. The Applicant shall contact the KID to arrange an inspection at least 48 hours in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the Final Plat, the Applicant may choose to delay installation of the irrigation system by entering into a facilities installation agreement with the KID. The Applicant must still provide the KID with an irrigation system design that conforms to the most recent addition of the KID standard specifications. This irrigation system may be bonded and delayed up to five years. The facility installation agreement charge is \$350.00. The Applicant must establish an approved bonding mechanism with the KID in an amount approved by KID.
67. For each phase of the Project, KID/USBR review and approval of grading and construction plans is required to allow KID to assure all reasonable measures to protect any easements and ROWs. Such review and approval will be coordinated as part of the City's review and Final Plat approval process.
68. The Applicant shall include the potential failure of KID system components in its public offering statement for the plat pursuant to RCW 58.19.055(1)(r), which requires a public offering statement to include "[a] list of any physical hazards known to the developer which particularly affect the development or the immediate vicinity in which the developer is located and which are not readily ascertainable by the purchaser."

69. Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
70. Prior to approval of the first phase, the USBR construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid and all other USBR requirements associated with this payout must be completed.
71. The Review and Inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
- a. Preliminary Plat review fee of \$825.00 which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.
 - b. For each Phase an inspection fee \$350 for the first 20 lots/tracts plus \$25 per lot/tract after 20 lots/tracts.
 - c. Final Plat review fee for each phase of \$225.00.
72. Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the plat is subdivided or developed; KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.
73. In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Homeowners Association (or similar organization) officers, or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, than an election method similar to the attached document is required.
74. Prior to approval of each phase, an electronic file (AutoCAD 2004 format) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
75. All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of two weeks prior to a regularly scheduled Board Meeting in order to be considered at that meeting.
76. KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Applicant prior to final plat approval. The scope of these reviews will be limited to Phases that are adjacent to the District's Rights of Way. KID review of construction plans will be consistent with the City of Kennewick's plan review timelines.
77. KID reserves the right to review and comment on the Applicant's plat line revisions for potential additional revisions to protect KID system components for Phases that are adjacent to KID's easements or ROWs.
78. KID reserves the right to review and comment on the Applicant's covenants, conditions, and restrictions to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.
79. KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).



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

**RECOMMENDATION OF APPROVAL
RE: APPLICATION FOR THE PRELIMINARY PLAT OF MARCELLO ESTATES**

FILE NUMBER: S2018-103

APPLICANT: RP DEVELOPMENT

APPLICATION: TO SUBDIVIDE 17.62 ACRES INTO 55 SINGLE FAMILY RESIDENTIAL LOTS

LOCATION: SINGLE PARCEL, LOCATED SOUTHWEST OF KEENE ROAD AT THE
TERMINUS OF KEENE COURT AND DIRECTLY NORTH OF THE
TERMINUS OF SEQUOIA AVENUE.

PARCEL NUMBER: BENTON COUNTY ASSESSOR PARCEL NO. 126983020000018

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

RECOMMENDATION: *APPROVAL – SUBJECT TO CONDITIONS.*

DATE: MARCH 8, 2019

I. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval, subject to conditions, to the Hearing Examiner regarding “Marcello Estates” Preliminary Plat, File No. S2018-103, dated January 14, 2019;

1. Application;
2. Preliminary Plat site plan;
3. Urban Growth Area Residential District Zoning Regulations;
4. R-1-10 zoning district regulations;
5. Public Notice and affidavits confirming same;
6. SEPA Environmental Checklist and Determination of Non-Significance (DNS);
7. Agency and public comments;
8. Technical Advisory Committee Report.

Testimony/Comments: The following persons were sworn and provided testimony under oath at the open-record hearing:

1. Mike Stevens, Planning Manager for the City of Richland;
2. Paul Lavrentiev, for the property owner(s), who also own the applicant-entity, RP Development;
3. Ed McClellan, Project Manager, represented applicant (RP Development) through application process;
4. Ben Woodard, with the Kennewick Irrigation District (KID), confirmed that KID’s written comments are part of the record, see KID letter dated Dec. 4, 2018, included as part of comment letters in Exhibit 7; and
5. Jon Guymon, neighboring resident, spoke on behalf of the Executive Committee of the Badger Mountain Estates homeowners association (See Ex. 7, BMEA letter dated Dec. 9, 2018).

II. ISSUES PRESENTED.

1. Whether substantial evidence demonstrates that the applicant has met its burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes, subject to appropriate conditions of approval.

III. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings of fact are hereby adopted as such and incorporated by this reference.
2. RP Development, the applicant in this matter, submitted the underlying application to subdivide a 17.62-acre property on or about October 11, 2018. (*Exhibit 1, Preliminary Plat Application cover page; Staff Report, page 6*).
3. The Staff Report explains that the proposed subdivision would divide the 17+ acre parcel into a development site with 55 single family residential lots known as the Marcello Estates Preliminary Plat, which will be served by City utilities.
4. There is no dispute that the proposed plat, with an overall density of just over 3 units per acre, is well within applicable density limits for the property, which is zoned (Single Family, Low-Density Residential) R-1-10 allowing for up to 5 units per acre. The average lot size would be 10,110 sq.ft. (43,560sq.ft. = 1 acre). (*Staff Report, page 12; and Exhibit 2, Preliminary Plat Site Plan*).

SEPA Compliance.

5. *Exhibit 6* includes the SEPA DNS issued for the application on December 14, 2018. (*Staff Report, page 7, re: SEPA discussion; Ex. 5*). No one appealed the DNS. Because it was not appealed, it stands as issued. Appropriate conditions of approval will only serve to prevent and minimize potential impacts by mandating compliance with existing city development regulations, meaning there is no basis or need to revise or update the DNS issued for his application.

Public Hearing, city utility connection issue.

6. The open-record public hearing for the application occurred on January 14, 2019. All persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. The Examiner visited the site of the proposed project and public roads leading to and from the vicinity of the proposed plat, on the day of the hearing, and on previous occasions as part of other project reviews in the vicinity.
7. The Examiner held the record open to allow additional time for staff and applicant representatives to address utility connection requirements. Mr. Stevens provided regular updates to the Examiner. It appears that discussions between the applicant and staff have reached the point where no one feels the need to submit any additional proposed language on the subject of utility connections and the potential need for adjacent properties to annex into the City of Richland in order to receive city utility services, noting that whatever city requirements might apply to requests to extend city utilities will apply to all portions of this project.

8. This Recommendation and potential plat approval in no way waives or modifies existing city policies, codes, or requirements associated with requests to extend city utility services, including without limitation possible annexation of properties that seek such connections.

9. As noted by Mr. Stevens at the public hearing and in the Staff Report, the project site is a single, large 17+ acre tax parcel located just southwest of Keene Road at the current terminus of Keene Court and directly north of the current terminus of Sequoia Avenue. Both Keene Court and Sequoia Avenue will be extended into the new plat, providing two access/exit points, appropriate circulation, and connectivity with surrounding neighborhoods and existing city transportation facilities. The existing home on the site is said to be in poor condition, and will be demolished as the new plat is developed.

10. The project site currently includes an existing on-site septic system, a private water well and a community water well, a “Group B” water system, which serves as the source of potable water for the eight (8) residential lots that area located immediately west of the new plat, within an unincorporated “island” area that is outside the Richland City limits, but within the city’s urban growth boundary in Benton County.

11. As part of this proposal, the new plat is designed and planned to decommission the current on-site septic system and abandon the two on-site well-houses and then connect all new lots within the plat to water and sewer service provided by the City of Richland. If the current wells were to be maintained, the plat layout would most likely need to be redesigned so as to protect groundwater supplies, greatly reducing the lot-count for the new plat. So, because the new plat would most likely compromise the well-water supply for the 8 lots to the west, Staff’s recommended conditions of approval (particularly No. 32) include(s) provisions that would require appropriate agreements to be reached with the affected homeowners’ association (identified in TAC Report as the “Badger Mountain Estates Association”) to address city water utility service extensions into the affected 8-lots, with appropriate connection costs (including potential annexation processing costs) to be borne by the developer and not the affected property owners. (*Staff Report; testimony of Mr. Stevens, Mr. Lavrentiev and Mr. McMillan*).

12. At the public hearing, the applicant representatives, Mr. Lavrentiev and Mr. McMillan did not request any changes to the Staff’s recommendation, and indicated their full understanding that they would be responsible for all costs involved in connecting the 8 neighboring lots to city utility service. (See part of Condition No. 32, which reads in relevant part: “*it shall be the developer’s responsibility to provide a replacement domestic water source meeting the requirements of applicable regulations*”). Mr. Guymon appeared and spoke at the public hearing for the neighbors to the west. He expressed his satisfaction with recommended condition 32, asking that the costs associated with new utility connections should be paid by the developer and not neighboring homeowners who may have to see their existing services modified to facility the new plat development. Obviously, a neighbor’s request for elaborate landscape features, precious metal piping and the like would not be reasonable. All parties are presumed to be willing to work together in good faith moving forward, to accomplish the utility service extensions needed to fully develop the new plat as currently proposed.

KID comments.

13. The Kennewick Irrigation District (KID) submitted written comments regarding the application and again at the public hearing, in response to which Staff included appropriate conditions of approval requiring irrigation water service from KID, because the site is within its service area. Recommended conditions based on KID comments are included in the TAC Report under “Irrigation Requirements,” and numbered 63 through 79. (*Ex. 8, TAC Report*).

As conditioned, the proposed plat complies with city development regulations and the Comprehensive Plan.

14. As conditioned, the proposed plat has been designed to comply with city development regulations, so the new plat will achieve consistency with the Comprehensive Plan. RMC 24.04.020 explains that the purpose of the City’s platting and subdivision codes is “*in furtherance of the comprehensive plan of the city*” and that such regulations contained in the city’s platting and subdivision codes “*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.*” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code.

Proposed plat will provide public benefits.

15. The applicant’s submittals established that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, construction of a new road extension with sidewalks to serve the new plat and promote connectivity and pedestrian safety, and other features that will serve to promote health benefits of a walkable, connected and pedestrian-friendly community.

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

16. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:

- A. The public health, safety, and general welfare: *See Staff Report; all Findings; Exhibits 2, 6, and 8.*

- B. Open Spaces: *Staff Report, page 9, describing parks and fields within 2 miles of the new plat; See discussion in item H.*
- C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report, page 10; Ex. 8, TAC Report, pages 6 – 8, recommended Storm Water conditions, numbered 40-52.*
- D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and if conditioned to comply with city codes by building the Penny Lane extension as a city right of way with sidewalks and other standard features, can be deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 2, site plans; Exhibit 8, Technical Advisory Committee report and proposed conditions, particularly those labeled 'Traffic & Streets' on page 5, numbered 23-30.*
- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area. Bus Route 123 runs along Keene Road, well-within walking distance to/from the new plat.
- F. Potable water supplies: As explained above, the new subdivision will receive its domestic water supply from the City of Richland.
- G. Sanitary system: The City's sewer system will serve the proposed plat. *Ex. 4, SEPA Checklist, page 10, re: Utilities; Staff Report, at page 7; Ex. 8, TAC Report, page 6, recommended Sanitary Sewer conditions 36-37.*
- H. Parks and recreation, playgrounds, schools: The Staff Report describes parks and fields within 2 miles of the new plat, and notes Orchard Elementary School is located just a few hundred feet west of the site.
- I. Planning features to assure safe walking conditions for students: As conditioned, the proposed plat will include sidewalks. The new sidewalks included in the plat will connect with existing sidewalks leading to/from the school, thereby enhancing safety for children and other pedestrians in the new neighborhood. *Staff Report, page 9.*

17. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report and TAC Report, are incorporated herein by reference as Findings of the undersigned hearing examiner.¹

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

IV. CONCLUSIONS OF LAW.

1. Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat² application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

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

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

1. Adequacy of proposed street, alley, right-of-way, easement, lighting, fire protection, drainage, and utility provisions;

2. Adequacy and accuracy of land survey data;

3. The submittal by the applicant of a plan for the construction of a system of street lights within the area proposed for platting, including a timetable for installation; provided, that in no event shall such a plan be approved that provides for the dedication of such a system of lighting to the city later than the occupancy of any of the dwellings within the subdivision.

¹ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

² In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

Approval Criteria for Preliminary Plat Application.

4. The City's decision criteria for preliminary plat approval are substantially similar to state subdivision mandates found in RCW 58.17.110(2)³ and reads as follows:

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

A. The preliminary plat conforms to the requirements of this title;

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

5. And, RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

³ “A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. [.]” RCW 58.17.110(2).

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

Burden of Proof.

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

As conditioned, the proposed plat meets applicable approval criteria.

7. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.

8. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as Exhibit 8, are reasonable, supported by the evidence, and capable of accomplishment.

9. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions of Law are hereby adopted as such and incorporated by this reference.

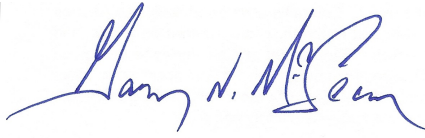
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V. RECOMMENDATION and
CONDITIONS of APPROVAL.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE** the *Preliminary Plat of Marcello Estates* application, subject to all Conditions of Approval contained in the City's Technical Advisory Committee Report, included in the record as Exhibit 8.

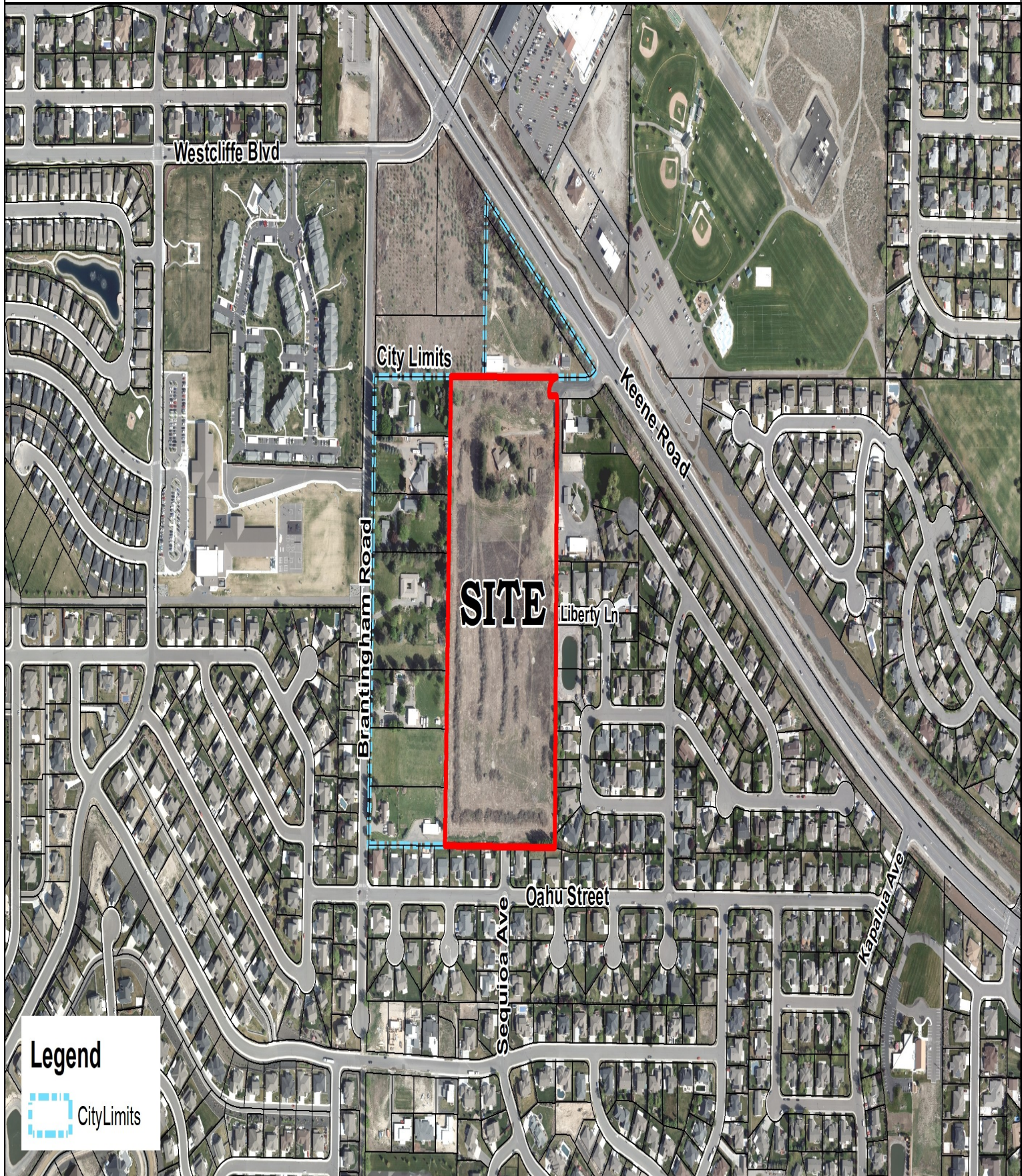
Recommendation issued: March 8, 2019

A handwritten signature in blue ink, appearing to read "Gary N. McLean", is written over a faint, light blue rectangular background.

Gary N. McLean
Hearing Examiner for the City of Richland

Vicinity Map

Item: Final Plat of Marcello Estates Phase 1
Applicant: RP Development
File #: FP2022-101





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-47, Authorizing the Submittal of Grant Applications for Infrastructure Development in North Horn Rapids

Department:

Development Services

Ordinance/Resolution Number:

2022-47

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-47, authorizing the submittal of grant applications for infrastructure development in north Horn Rapids.

Summary:

The Economic Development Division, in partnership with Energy Services and Public Works, seeks permission to submit grant applications and requests for Congressionally Designated Spending (formerly referred to as earmarks). Staff will request partial funding to extend infrastructure to the 1,641 acres of industrial property transferred to the City and the Port of Benton from the Department of Energy. Developing infrastructure in North Horn Rapids is paramount for future development and recruitment of large industrial businesses to the area.

Multiple sources and grant requests will likely be necessary to complete the entire project. Each source and application has different requirements and deadlines, but the City's request is the same. One critical timing element is the City's extension of power to the area to coincide with Bonneville Power Administration's anticipated extension by 2025.

The ideal use of the land is for large scale manufacturing and clean energy projects of 100 acres or more in size, which create significant family wage career opportunities.

Staff recommends adoption of Resolution No. 2022-47.

Fiscal Impact:

Extension of power to the area is estimated at well over \$5M. Additional costs will be incurred for extending sewer and water.

Attachments:

1. Resolution No. 2022-47
2. Vicinity Map

RESOLUTION NO. 2022-47

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING THE SUBMITTAL OF FUNDING APPLICATIONS
FOR INFRASTRUCTURE DEVELOPMENT IN NORTH HORN
RAPIDS.**

WHEREAS, multiple funding sources are available to fund projects of qualified applicants, including Washington municipalities like the City of Richland, acting in cooperation with a general-purpose subdivision of government; and

WHEREAS, these funding sources include, but are not limited to, the U.S. Economic Development Administration, Community Economic Revitalization Board, and Congressionally Designated Funding offices, which are authorized to make grants and/or loans for industrial infrastructure projects; and

WHEREAS, the 1,641 acres deeded to the City of Richland, Energy Northwest and the Port of Benton by the Department of Energy in 2015 has been identified for large industrial development; and

WHEREAS, large industrial developments require significant infrastructure investments in the area; and

WHEREAS, the City's best interests are served by seeking all reasonable grant funding opportunities in support of infrastructure projects to advance development in north Horn Rapids.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit application(s) to various granting agencies related to infrastructure and industrial recruitment needs in north Horn Rapids.

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 5th day of April, 2022.

Michael Alvarez, Mayor

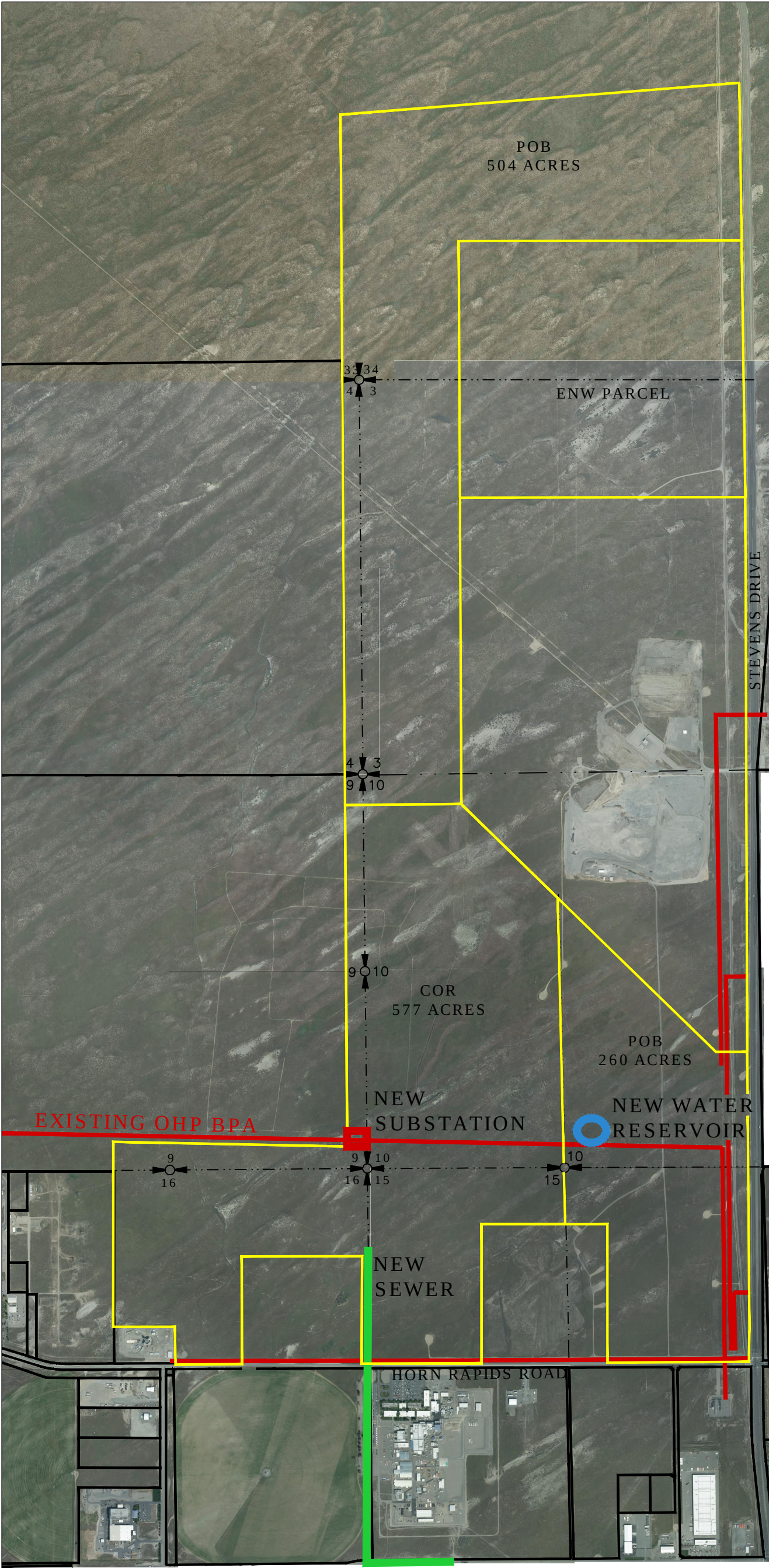
Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

DEVELOPMENT OF LAND TRANSFER INDUSTRIAL AREA



NOT TO SCALE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-48, Authorizing an Agreement with TRIDEC for 2022 Marketing and Business Recruitment Services

Department:

Development Services

Ordinance/Resolution Number:

2022-48

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-48, authorizing the City Manager to sign and execute an agreement with TRIDEC for 2022 marketing and representation services.

Summary:

The City of Richland contracts with TRIDEC for services related to recruitment and marketing of the Horn Rapids Industrial Area. Additionally, the City's Economic Development staff work closely with TRIDEC on project leads and connections with state and regional partners. TRIDEC also hosts regional meetings with electrical utility providers, BPA, and with the City's largest employers to help staff understand and influence future growth plans.

In addition, the City is working with TRIDEC to develop and administer a database containing information on the City's industrial sites and facilities available for recruited industries. Available details include: site and structure plans; location; site dimensions and acreage; soil conditions and slope; transportation access; availability of utilities; zoning; neighboring land uses; ownership; and contact persons. TRIDEC also supplements the City's economic development activities through the administration of a client tracking system to manage and record prospect contacts, and delivers a report on all contacts made within the constraints of confidentiality agreements.

TRIDEC also provides a real estate marketing platform for property listings housed on the TRIDEC website, and supports the City's redevelopment marketing efforts by working to attract more jobs to the Richland Central Business District.

This item adopts the 2022 Work Plan produced by TRIDEC and incorporates it into the contract for marketing and business recruitment services.

Staff recommends adoption of Resolution No. 2022-48.

Fiscal Impact:

The \$30,000 commitment to this contract is identified to come from the Industrial Development Fund.

Attachments:

1. Resolution No. 2022-48
2. Draft 2022 TRIDEC Agreement
3. 2022 TRIDEC Work Plan

RESOLUTION NO. 2022-48

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN AGREEMENT WITH THE TRI-CITY
DEVELOPMENT COUNCIL FOR ECONOMIC DEVELOPMENT,
MARKETING, AND BUSINESS AND INDUSTRY RECRUITMENT
SERVICES.**

WHEREAS, economic vitality is a core focus of the City of Richland; and

WHEREAS, successful economic development in the City of Richland requires coordination throughout the Tri-Cities; and

WHEREAS, the Tri-City Development Council (TRIDEC) is the only authorized entity for regional coordination of economic development activity throughout the Tri-Cities; and

WHEREAS, the Tri-City Development Council actively recruits industrial and professional businesses to locate within the City of Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with the Tri-City Development Council for economic development, marketing, and business and industry recruitment services.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2022 Economic Development, Marketing and Industrial Recruitment Services

This Agreement is entered into this **day** day of April, 2022 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Tri-City Development Council (TRIDEC) ("Consultant")**, a Washington non-profit corporation with service at 7130 W. Grandridge Blvd., Suite A, Kennewick, WA 99336. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. **RFP/RFQ #**
 4. ☐ Exhibit B: Solicitation No. **RFP/RFQ #** proposal response submitted by Consultant dated **date**.
 5. ☒ Additional Documents – TRIDEC 2022 Work Plan.

2. TIME FOR COMPLETION

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

3. TERM

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

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

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

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

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Karl Dye
Name of Firm: TRIDEC
Address: 7130 W. Grandridge Blvd., #A
Address: Kennewick, WA 99336
Email: kdye@tridec.org
Phone Number: 509.735.1000
Fax Number: 509.735.6009

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

The City of Richland is engaging TRIDEC to assist in industrial recruitment, economic development efforts and as a regional convener related to development. This agreement is accomplished by meeting the following goals and objectives and measured as outlined.

Task	Goal
Share project leads with City of Richland staff; both passive leads received from Whittaker and Commerce and those identified and pursued by TRIDEC staff. a) At least once per year include Richland's key markets in lead request	All leads that fit City of Richland's criteria for sites and target industries (outlined below 8b)
Connect City of Richland's Economic Development Team to regional partners	11 meetings Continue monthly regional economic development meetings
Connect the city of Richland's Economic Development Team to State and Federal partners	2 meetings (minimum – as needed or requested)
Serve as the convener for meetings with regional partners on 'hot topics' identified by the community or other area partners such as (but not limited to); housing, workforce development, up-skilling employees; and attrition.	2 meetings (minimum)
Host regular meetings with City of Richland's Economic Development Team and Richland's largest employers to understand future growth plans	4 meetings (minimum)
Resume a business retention program; meet with Richland businesses to address concerns and build relationships	6 meetings (minimum) include Richland staff
Setup and host meetings with site selection areas to keep our area top of mind.	2 meetings (minimum) include Richland staff
Collaborative meeting with staff to determine needs and area of partnership opportunity	2 meetings (minimum)

- 1) **Quarterly Report.** Outcomes should be reported quarterly to Council and the City Manager via the Economic Development office. To include the following **(this will be required for payment each quarter)**:
 - a. Current progress toward the agreed tasks and measurements above
 - b. Recruitment activities related to the City of Richland and the Horn Rapids Industrial Area to include but not limited to:
 - i. Active lead generation (for all areas), status and outcomes from the efforts.
 - ii. Passive lead generation (for all areas), status and outcomes from these efforts.
 - iii. Meetings with site selection companies and outcomes.
- 2) **Semiannual Report.** Present outcomes to the Economic Development Committee (EDC) on a semiannual basis, at their regular meeting, adding an additional relevant topic for presentation (goal of June and December).

- 3) **Annual Report.** Detail the previous year's accomplishments and present the work plan for the current year to City Council in the first quarter of each year. This can be the same report used for EDC.
- 4) 2022 Fact Sheet development and distribution on behalf of the area.
- 5) Represent the City of Richland at any trade shows where TRIDEC is present and the City is not (example ICSC).
- 6) Coordinate the primary industrial recruitment effort and facilitate site visits and meetings with site selectors whenever possible.
- 7) Consultant will function as the Associate Development Organization for the Washington State Department of Commerce as determined by Benton County.
- 8) Consultant, in cooperation with the City, will accomplish the following objectives:
 - a. Retain qualified business recruiting staff to work with designated City staff.
 - b. Develop, maintain and follow a written plan to market to, identify, recruit, qualify, and service industrial prospects. Areas of interest include but are not limited to: research and development, technology, manufacturing, distribution, energy generation/storage, supply chain and food and beverage, are known targets.
 - c. Administer a client tracking system to manage and record prospect contacts. Report on all contacts made, within the constraints of confidentiality agreements.
 - d. Continue to stay competitive in gaining leads for companies to relocate or expand operations in Richland. This includes both passive (Whittaker and Commerce) and active (TRIDEC staff generated) lead generation strategies.
 - e. **Develop and administer a database including the following information for industrial sites and facilities available for recruited industries;** site and structure plans, location, site dimensions and acreage, soil conditions and slope, transportation access, availability of utilities, zoning, neighboring land uses, ownership, and contact person. This database should be used to complete Site Information Matrix questionnaires as they come in, notifying the City designated contact if there are items requested that are not in the database to allow for faster response times.
- 9) Maintain the Case Management team comprised of staff from all partners. Case Management meetings will be held no less than once a month. The purpose of team and the meetings is to discuss leads and economic development issues facing the region.
- 10) Maintain a real estate marketing platform for property listings, housed on the TRIDEC website, without additional listing fees.
- 11) Work toward alignment of contract year to January.
- 12) The TRIDEC 2022 Work Plan is hereby incorporated with this scope of work.

2022 TRIDEC WORKPLAN

TRIDEC has led regional economic development for nearly 60 years, representing our four cities, three ports, two counties, and hundreds of private businesses as one community.

MISSION

TRIDEC is a unifying voice that stimulates and sustains a vibrant regional economy by fostering economic growth and prosperity.

STRATEGIC OBJECTIVES

ECONOMIC DIVERSIFICATION

TRIDEC leads economic diversification in the region by attracting companies that provide family wage jobs and generate new wealth in the community.

TRIDEC's recruiting efforts have historically focused on companies that export products or provide services that bring capital to the region. Focusing on the base of our economy creates a multiplier effect that supports the local service and hospitality sectors.

As the Tri-Cities region continues its rapid growth, TRIDEC will work to help attract retailers and restaurants as diversifying our choices for shopping, dining, and entertaining will build on the amenities in our community. Increasing the quality of life and highlighting the region's amenities will help the Tri-Cities attract and retain talent for our growing companies and organizations.

Base industry sectors targeted for recruitment include:

- Advanced and precision agricultural equipment and software manufacturers;
- Advanced manufacturing;
- Energy technologies;
- Training activities.

To help attract companies to the Tri-Cities, TRIDEC is planning to engage in the following:

- Advertising, external communication and recruitment mailings;

- Lead Generation utilizing the Whittaker SmartLeads program;
- Attending trade shows, target industry events, and site selector meetings;
 - World Ag Expo
 - ICSC Recon
 - NIC Advanced Reactor Summit

TRIDEC champions a business climate and quality of place that enables the success of existing businesses.

Retention and Expansion of existing businesses, especially manufacturing, is the economic development engine of a community. TRIDEC's business retention and expansion program will continue to implement new and dynamic programs to grow our existing manufacturers.

To help existing businesses expand, TRIDEC will:

- Continue to visit local manufacturers and businesses and develop relationships.
- Monitor the Federal Opportunity Zone Program and work with the Cities of Pasco and Kennewick to identify potential development projects that can utilize the incentives offered through the program.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Support the Washington VERTical effort to build a local supply chain for small, micro and space modular nuclear reactors, equipment and advanced fuels with local businesses and manufacturers.
- Continue to provide office space for Small Business Development Council (SBDC) and SCORE.

TRIDEC will join with local and statewide organizations to advocate for state and national legislation and policies favorable to businesses regarding tax and labor policies-income tax, B&O tax, manufacturing and research tax credits, minimum wage, and overtime.

TRIDEC will actively monitor relevant state policies and issues that may impact the Tri-Cities:

- Active participation in the Tri-Cities Legislative Council.
- Monitor and advocate for or against major policies or proposals that could have significant impacts or benefits on the greater Tri-City Region.

- Cultivate and maintain strong relationships with state legislators and agency officials.

TRIDEC supports a Tri-City economy that stimulates new ideas, attracts and retains talent, and supports a thriving entrepreneurial community.

TRIDEC encourages growth in entrepreneurial activity and the local technology sector, including the transfer of more technology to local partners from the Pacific Northwest National Laboratory (PNNL).

TRIDEC works to reduce barriers that contribute to local employers' difficulty in growing, attracting, and retaining talent in the community. As part of the efforts, TRIDEC shall:

- Support growth in the local startup community and facilities.
- Continue to support the Fuse Fund and assist the fund managers in identifying potential investments.
 - Explore ways to connect our business members with local education and training partners to build awareness of local career paths.
 - Convene groups of local partners and employers to measure and forecast workforce demand to organize an effort to attract talent to the Tri-Cities.
 - Work toward a housing summit focused on the lack of supply and price inflation in the Tri-Cities housing market.

FEDERAL ADVOCACY

TRIDEC will aggressively advocate for programs and funding that lead to continued growth of world-class research and development activities at Pacific Northwest National Laboratory (PNNL).

PNNL is an important economic engine for the community as well as a source for technology transfer and commercialization opportunities. TRIDEC will continue to advocate for funding for the DOE programs of importance to PNNL.

TRIDEC will aggressively advocate for the policies and funding needed to accelerate cleanup and reduce risks at the Department of Energy's Hanford Site.

TRIDEC and the Tri-City community believe meaningful progress towards completing cleanup of the Hanford Site is a top priority. In addition to funding, TRIDEC will advocate for thoughtful policies and regulatory approaches that reduce costs and expedite the reduction of risks to human health or the environment.

CREATIVE LEADERSHIP

TRIDEC, as the unifying voice, will provide creative leadership for the community on issues of economic importance to the Tri-Cities.

TRIDEC will act as the unifying voice on regional issues such as:

- Hanford cleanup and future use of Hanford land;
- Columbia River shoreline reconveyance;
- Lower Snake River Dams;
- Relationship building and connection to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and other regional tribal entities;
- Local water discussion;
- BPA transmission upgrades;
- And other community issues as they arise.

TRIDEC will work closely with our regional economic development partners, including cities, counties, ports, area chambers of commerce, Visit Tri-Cities, and higher education institutions to facilitate the greater mission of economic development and the above referenced related topics.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-49, Setting a Public Hearing Date to Consider the Proposed Annexation of 300.1 acres in north Richland (U.S. Department of Energy)

Department:

Development Services

Ordinance/Resolution Number:

2022-49

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-49, setting June 21, 2022 as the public hearing date to consider the proposed annexation of 300.1 acres in north Richland.

Summary:

Prior to holding a public hearing on the proposed annexation into the city limits of approximately 300.1 acres of land located north of the intersection of Horn Rapids Road and George Washington Way, east of Stevens Drive, and west of the Columbia River with the northern boundary being the south fence of the "300 Area", the City Council must first adopt a resolution formally setting the date for the public hearing to occur.

Public hearings for annexation requests shall be heard no less than 75 days from the date the City Clerk mails a certified letter consisting of a Notification of Annexation to various local and state entities. Establishing a public hearing date of June 21, 2022 provides the Richland City Clerk with adequate time to distribute the public notice while meeting the 75-day requirement.

Staff recommends adoption of Resolution No. 2022-49.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 2022-49

RESOLUTION NO. 2022-49

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE PROPOSED ANNEXATION OF APPROXIMATELY 300.1 ACRES OF LAND OWNED BY THE UNITED STATES DEPARTMENT OF ENERGY. THE PROPERTY IS DESCRIBED AS ASSESSOR'S TAX PARCEL NOS. 11108000000000 AND 114081000001003 AND IS GENERALLY LOCATED NORTH OF THE INTERSECTION OF HORN RAPIDS ROAD AND GEORGE WASHINGTON WAY, EAST OF STEVENS DRIVE, WEST OF THE COLUMBIA RIVER WITH THE NORTHERN BOUNDARY BEING THE SOUTH FENCE LINE OF THE "300 AREA" IN SECTIONS 10, 11, 14 & 15, TOWNSHIP 10 NORTH, RANGE 28 EAST W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, a petition for annexation to the City of Richland has been received from the owners representing one hundred percent (100.00%) of valuation for the annexation of the described property, attached hereto as **Exhibit A**; and

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

WHEREAS, such petition was duly certified by the Benton County Auditor on February 16, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held on **June 21, 2022** is hereby established as the date on which Council will conduct a public hearing to consider the annexation petition.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A

Legal Description for Proposed 300.1-Acre USDOE/PNNL Annexation

The 300.1-Acre USDOE/PNNL annexation consists of the following:

THOSE PORTIONS OF SECTIONS 14, 15 AND 11, TOWNSHIP 10 NORTH, RANGE 28 EAST, OF THE WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, LYING WESTERLY OF THE ORDINARY HIGH WATER LINE OF THE COLUMBIA RIVER AND NORTHERLY, NORTHEASTERLY, AND EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON LINE WHICH BEAR N 89°09'09" E, 49.42 FEET FROM UNITED STATES CORPS OF ENGINEERS MONUMENT (U.S.C.O.E.) "CH-2" ON THE NORTH BOUNDARY OF THAT TRACT OF LAND CONVEYED TO THE PORT OF BENTON, AS DESCRIBED IN QUIT CLAIM DEED FROM THE U.S.A. TO THE PORT OF BENTON, RECORDED IN AUDITOR'S FILE NO. 521608, RECORDS OF BENTON COUNTY; SAID POINT BEING AT THE INTERSECTION OF SAID LINE WITH THE ORDINARY HIGH WATERLINE OF THE COLUMBIA RIVER; THEN S 89°08'17" W, 504.97 FEET ALONG SAID NORTH BOUNDARY TO U.S.C.O.E. MONUMENT DESIGNATED AS "CH-3"; THENCE S 89°11'36" W, 833.29 FEET ALONG SAID BOUNDARY TO U.S.C.O.E. MONUMENT DESIGNATED "CH-4"; THENCE S 89°10'51" W, 391.11 FEET ALONG SAID BOUNDARY TO A POINT ON CURVE ON THE WESTERLY RIGHT OF WAY OF GEORGE WASHINGTON WAY; (THE RADIUS CENTER OF SAID CURVE BEARS S 57°44'17" W, 1265.82 FEET); THENCE NORTHWESTERLY, 101.70 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'12" TO A POINT OF TANGENCY; THENCE N 36°51'59" W, 2335.88 FEET ALONG THE WESTERLY MARGIN OF GEORGE WASHINGTON WAY TO A POINT OF CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 855.00 FEET; THENCE NORTHWESTERLY, 573.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°26'24" TO A POINT OF TANGENCY; THENCE N 75°18'23" W, 613.33 FEET TO A LINE BEING THE NORTHERLY PROJECTION OF THE EASTERLY RIGHT OF WAY LINE OF STEVENS DRIVE; THENCE N 00°19'06", 748.55 FEET ALONG SAID LINE; THENCE N 89°10'00" E, 3886.22 FEET TO THE ORDINARY HIGH WATERLINE OF THE COLUMBIA RIVER AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINS 214.5 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AND-

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, LYING EASTERLY OF THE MOST EASTERLY LANE OF STEVENS DRIVE AND WESTERLY OF THE ORDINARY LINE OF HIGH WATER OF THE COLUMBIA RIVER DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THAT TRACT OF LAND SHOWN AS THE BATTELLE-PSE SITE, ACCORDING TO RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE NO. 3673, UNDER AUDITOR'S FILE NO. 2006-034599 (SAID POINT BEARS N 01°47'33", 3270.55 FEET FROM NATIONAL GEODETIC SURVEY MONUMENT "8324"); THENCE N 00°19'06" W, 979.72 FEET ALONG THE EAST LINE OF STEVENS DRIVE; THENCE

N 89°09'20" E, 3699.7 FEET MORE OR LESS TO THE LINE OF ORDINARY HIGH WATER OF THE COLUMBIA RIVER; THENCE SOUTHERLY 996.4 FEET ALONG SAID LINE OF ORDINARY HIGH WATER TO THE NORTH LINE OF SAID RECORD SURVEY NO. 3673; SAID POINT BEARS N 89°10'00" E, 3886.22 FEET FROM THE POINT OF BEGINNING.

CONTAINING 85.6 ACRES, MORE OR LESS.

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

114081000001003

111080000000000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-50, Setting a Public Hearing Date to Consider the Proposed Annexation of Lots 1-8 of Badger Mountain Estates

Department:

Development Services

Ordinance/Resolution Number:

2022-50

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 2022-50, setting June 21, 2022 as the public hearing date to consider the proposed annexation of Lots 1-8 of Badger Mountain Estates.

Summary:

Prior to holding a public hearing on the proposed annexation into the city limits of approximately twelve (12) acres of land located at 1560, 1570, 1600, 1620, 1640, 1650 and 1660 Brantingham Road, the City Council must first adopt a resolution formally setting the date for the public hearing to occur.

Public hearings for annexation requests shall be heard no less than 75 days from the date the City Clerk mails a certified letter consisting of a Notification of Annexation to various local and state entities. Establishing a public hearing date of June 21, 2022 provides the Richland City Clerk with adequate time to distribute the public notice while meeting the 75-day requirement.

Staff recommends adoption of Resolution No. 2022-50.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 2022-50

RESOLUTION NO. 2022-50

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE PROPOSED ANNEXATION OF LOTS 1-8 OF BADGER MOUNTAIN ESTATES CONSISTING OF APPROXIMATELY 12 ACRES AND LOCATED AT 1560, 1570, 1600, 1620, 1640, 1650 AND 1660 BRANTINGHAM ROAD IN SECTION 26, TOWNSHIP 9 NORTH, RANGE 28 EAST W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, a petition for annexation to the City of Richland has been received from the owners representing eighty-four point sixty-one percent (84.61%) of valuation for the annexation of the described property, attached hereto as **Exhibit A**; and

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

WHEREAS, such petition was duly certified by the Benton County Auditor on January 26, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held on **June 21, 2022** is hereby established as the date on which Council will conduct a public hearing to consider the annexation petition.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A

Legal Description for Proposed Badger Mountain Estates Annexation

The Badger Mountain Estates annexation consists of the following:

Lots 1, 2, 3, 4, 5, 6, 7 & 8 Plat of Badger Mountain Estates, located within Section 26, Township 9 North, Range 28 East, W.M., Benton County, Washington.

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

126983020000025

126983020000024

126983020000006

126983020000023

126983020000019

126983020000002

126983020000003



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-51, Authorizing a Professional Services Agreement with Empower Dataworks, LLC

Department:
Energy Services

Ordinance/Resolution Number:
2022-51

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-51, authorizing the City Manager to sign and execute a professional services agreement with Empower Dataworks, LLC in the amount of \$175,000 for updating the City's Clean Energy Implementation Plan and energy assistance assessment, and providing support services through December 31, 2027.

Summary:

Energy Services (RES) is subject to the Washington Clean Energy Transformation Act (Ch. 19.405 RCW) and the Energy Independence Act (Ch. 19.285 RCW), and is required by law to develop, implement, and report progress on meeting targets for the City's Clean Energy Implementation Plan, conservation and demand potential assessments, and energy assistance programs. RES reports its progress toward a 100% greenhouse gas-free power supply, providing energy assistance to vulnerable populations, and other associated actions to the Washington State Department of Commerce.

RES currently contracts with Empower Dataworks, LLC for professional services to support this work. Empower Dataworks, LLC possesses unique knowledge, technical expertise, experience, and proprietary models to perform the program development, analyses and evaluations RES requires.

RES staff recommends utilizing Empower Dataworks, LLC as the most beneficial, cost-effective means by which to complete this work, and proposes a new contract for these services through December 31, 2027.

Staff recommends adoption of Resolution No. 2022-51.

Fiscal Impact:

The cost of these services for 2022 is included in the approved 2022 Budget for the Electric Fund. Work for future years will be funded from future budget appropriations. The contract is not to exceed \$175,000.

Attachments:

1. Resolution No. 2022-51
2. Draft Professional Services Agreement with Empower Dataworks, LLC

RESOLUTION NO. 2022-51

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH EMPOWER DATAWORKS, LLC FOR CLEAN ENERGY
TRANSFORMATION ACT (CETA) SECTION 12 ENERGY
ASSISTANCE ASSESSMENT COMPLIANCE AND REPORTING.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, Ch. 19.405 RCW, the Washington Clean Energy Transformation Act (CETA), establishes specific requirements for electric utilities to transition to 100% non-emitting electricity while ensuring that all electric utility customers benefit from the transition to clean energy; and

WHEREAS, the City currently contracts with Empower Dataworks, LLC to develop its 2021 Energy Assistance Assessment and support development of its Clean Energy Implementation Plan, Conservation Potential Assessment and Demand Response Potential Assessment; and

WHEREAS, Empower Dataworks, LLC possesses unique knowledge, technical expertise, data, and proprietary models to perform the professional services and program development required for Richland Energy Services to reduce customers' high energy burden; and

WHEREAS, waiver of the City's competitive solicitation is appropriate under the circumstances and has been approved by the City Manager as allowed by RMC 3.04.130; and

WHEREAS, the City's best interests are served by executing a professional services agreement with Empower Dataworks, LLC to ensure effective development and implementation of its energy efficiency, weatherization, and energy assistance programs and compliance with CETA requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a professional services agreement with Empower Dataworks, LLC in the amount of \$175,000 for Clean Energy Transformation Act (CETA) Section 12 Energy Assistance Assessment Compliance and Reporting.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Clean Energy Transformation Act Section 12 implementation support and compliance

This Agreement is entered into this 5th day of April, 2022 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Empower Dataworks, LLC** ("**Consultant**"), a Washington limited liability company with service at 216 Ridgmont Dr., East Wenatchee, WA 98802. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2027.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2027.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **one hundred seventy-five thousand dollars (\$175,000)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Hassan Shaban
Name of Firm: Empower Dataworks, LLC
Address: 216 Ridgemont Dr
Address: East Wenatchee, WA 98802
Email: Hassan@empowerdataworks.com
Phone Number: 509-367-7224
Fax Number: N/A

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

DRAFT

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

Exhibit A

Scope of Work

Technical Assistance for Customer Programs

Prepared for:
Richland Energy Services



empower
dataworks

Empower Dataworks (EDW) is pleased to offer this proposal for technical assistance related to Richland Energy Services' (RES) energy efficiency and energy assistance programs. The assistance will be provided on an as-needed basis, in collaboration with RES staff.

Scope of Work

Task 1: Annual Planning Meeting

EDW will organize a planning meeting annually between January 15th and February 15th each year to discuss the planned priorities for the year, and anticipated outcomes and deliverables. On occasion, if a required task(s) exceeds the scope or budget of this technical assistance contract or is outside the services typically offered by EDW, EDW will either prepare a separate project proposal or assist RES with finding, evaluating and/or managing suitable contractors/third-party vendors.

Task 2: Work Scopes

Following the annual planning meetings, EDW will prepare a brief memo or email outlining the work to be performed for the year.

This work includes, but is not limited to:

- Assisting with regulatory compliance and audits especially related to CETA
- Analyzing data and updating the energy assistance assessment
- Assisting with program design to reduce energy assistance need.
- Identifying, assessing and/or implementing technical tools to assist with reporting or other program operations.
- Analyzing and tracking the impact of energy efficiency and energy assistance programs
- Presentations to staff, the Utility Advisory Committee, and City Council as requested.
- Other related work as agreed.

Task 3: Ongoing Communication

Separate meetings for specific projects and tasks will be scheduled on an as-needed basis. EDW will also be regularly available by email and phone.

Budget and Rates

Total annual budget is estimated not to exceed \$35,000/year, and will depend on the annual work scope. If possible, Empower Dataworks would prefer quarterly billing based on hours worked (March 30th, June 30th, September 30th and December 30th).

Travel will be reimbursed according to the contract terms.

Empower Dataworks is pleased to offer these services initially at a \$175/hr rate with annual 3% adjustments as follows:

Calendar Year	Hourly rate
2022	\$175/hr
2023	\$180/hr
2024	\$185/hr
2025	\$191/hr
2026	\$197/hr



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-52, Authorizing a Professional Services Agreement with Lighthouse Energy Consulting, LLC

Department:
Energy Services

Ordinance/Resolution Number:
2022-52

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-52, authorizing the City Manager to sign and execute a professional services agreement with Lighthouse Energy Consulting, LLC in the amount of \$175,000 for updating the City's Clean Energy Implementation Plan and conservation and demand response potential assessments, and providing support services through December 31, 2027.

Summary:

Energy Services (RES) is subject to the Washington Clean Energy Transformation Act (Ch. 19.405 RCW) and the Energy Independence Act (Ch. 19.285 RCW) and is required to develop, implement, and report progress on meeting targets for the City's Clean Energy Implementation Plan and conservation and demand potential assessments. RES reports its progress toward a 100% greenhouse gas-free power supply and other associated actions to the Washington State Department of Commerce.

RES currently contracts with Lighthouse Energy Consulting, LLC for professional services to support this work. Lighthouse Energy Consulting possesses unique knowledge, technical expertise, experience, and proprietary models to perform the program development, analyses and evaluations RES requires.

RES staff recommends utilizing Lighthouse Energy Consulting as the most beneficial, cost-effective way to complete this work, and proposes a new contract for these services through December 31, 2027.

Staff recommends adoption of Resolution No. 2022-52.

Fiscal Impact:

The cost of these services for 2022 is included in the approved 2022 Budget for the Electric Fund. Work for future years will be funded from future budget appropriations. The contract is not to exceed \$175,000.

Attachments:

1. Resolution No. 2022-52
2. Draft Professional Services Agreement with Lighthouse Energy Consulting, LLC

RESOLUTION NO. 2022-52

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH LIGHTHOUSE ENERGY CONSULTING, LLC FOR EXPERT
SERVICES IN SUPPORT OF RICHLAND'S 2021 CLEAN ENERGY
IMPLEMENTATION PLAN, DEMAND RESPONSE POTENTIAL
ASSESSMENT AND CONSERVATION POTENTIAL ASSESSMENT.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, Ch. 19.405 RCW, the Washington Clean Energy Transformation Act (CETA), establishes specific requirements for electric utilities to transition to 100% non-emitting electricity while ensuring that all electric utility customers benefit from the transition to clean energy; and

WHEREAS, on October 19, 2021, through Resolution No. 123-21, Richland City Council adopted the City's 2021 Clean Energy Implementation Plan, Conservation Potential Assessment and Demand Response Potential Assessment; and

WHEREAS, the City currently contracts with Lighthouse Energy Consulting, LLC to conduct analyses and develop these plans; and

WHEREAS, Lighthouse Energy Consulting, LLC possesses unique knowledge, technical expertise, experience and proprietary models to perform the professional services and program development, analyses and evaluations Richland Energy Services requires to reduce risks to vulnerable populations; and

WHEREAS, a waiver of the City's competitive solicitation is appropriate under the circumstances and has been approved by the City Manager as allowed by RMC 3.04.130; and

WHEREAS, the City's best interests are served by executing a professional services agreement with Lighthouse Energy Consulting, LLC to ensure effective development and implementation of conservation and demand response programs and CEIP actions in compliance with CETA requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a professional services agreement with Lighthouse Energy Consulting, LLC in the amount of \$175,000 for expert services in support of Richland's 2021 Clean Energy Implementation Plan, Conservation Potential Assessment and Demand Response Potential Assessment.

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 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Clean Energy Implementation Plan, Demand Response Potential Assessment, and Conservation Potential Assessment implementation support

This Agreement is entered into this 5th day of April, 2022 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Lighthouse Energy Consulting, LLC** ("**Consultant**"), a foreign limited liability company with service at 612 SE 48th Ave., Portland, OR 97215. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2027

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2027.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **one hundred seventy-five thousand (\$175,000)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

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

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

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

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

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

Contact Name: Ted Light
Name of Firm: Lighthouse Energy Consulting, LLC
Address: 312 SE 48th Ave
Address: Portland, OR 97215
Email: ted@lighthouseenergynw.com
Phone Number: 503-395-5310
Fax Number: N/A

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

DRAFT

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

Exhibit A

Lighthouse Energy Consulting will participate in RES' annual planning meeting each year to outline planned priorities and anticipated outcomes and deliverables. Lighthouse Energy Consulting will provide a planning memo outlining the work to be performed for the year. Potential work may include items from the table below.

2022	• Ad hoc State Energy Auditor support for CPA, DRPA, and CEIP • Support EE program planning for 2-year EIA, 4-year CEIP targets ○ Help RES identify new programs to consider based on 2021 CPA potential, targets ○ Evaluate how RES can maximize benefits from EE based on energy, capacity benefits, BPA EEI credits • Assist with CEIP planning and implementation actions to reduce risks to vulnerable populations • Support RES in smart thermostat DR program development including ○ Current customer adoption of smart thermostats ○ Customer willingness to participate in demand response programs ○ Incentive levels ○ Implementation costs ○ Evaluation of cost-effectiveness • Support heat pump water heater program assessment • Conduct presentations for the Utility Advisory Committee, City Council, or other organizations as needed • Other related work as agreed
2023	• 2023 CPA ○ Support from Empower Dataworks on customer data (overlap with EAA) ○ Update of 2022-2025 CEIP energy efficiency target • Support development and implementation of smart thermostat DR pilot Pending outcomes of DR research above • Other related work as agreed.
2024	• Ad hoc SAO audit support for 2023 CPA • EE program planning support for 2-year EIA ○ Identify new programs to consider based on CPA potential, targets • Other related work as agreed

2025	• 2025 CPA ○ Support from Empower Dataworks on customer data (overlap with EAA) • 2026-2029 CEIP development ○ Clean energy planning ○ DRPA ○ Public process coordination/facilitation • Other related work as agreed
2026	• Ad hoc SAO audit support for CPA, DRPA, CEIP • Other related work as agreed.

Travel will be reimbursed according to the contract terms.

Total annual budget is estimated not to exceed \$35,000/year, and will depend on the annual work scope.

Lighthouse Energy Consulting is pleased to offer these services initially at a \$180/hr rate with annual 3% adjustments as follows:

Calendar Year	Hourly rate
2022	\$180/hr
2023	\$185/hr
2024	\$190/hr
2025	\$195/hr
2026	\$200/hr



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Parks & Recreation Commisison: Harriet Dalton

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Harriet Dalton to Position No. 9 on the Parks & Recreation Commission.

Summary:

The term for Youth Position No. 9 expired on March 31, 2022. The recruitment period for this position was extended to allow for additional applicants. A total of three (3) applications were received, and interviews were held on Thursday, March 24, 2022. The Parks & Recreation Commission (PRC) interview panel recommends the appointment of Harriet Dalton to Position No. 9.

The term for Position No. 9 is one (1) year, effective April 6, 2022 and expiring March 31, 2023.

Application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. Parks & Recreation Recommendation of Appointment Memo



MEMORANDUM

TO: City Council

FROM: Parks and Public Facilities Director, Joe Schiessl

THROUGH: Jon Amundson, City Manager

DATE: March 24, 2022

SUBJECT: Parks and Recreation Commission Vacancy Interview Selection

A total of three (3) applications were received as a result of advertising for the one vacant position.

On Thursday, March 24, 2022, Chair Buelt, Vice-Chair Brooks, Alternate Council Liaison Richardson and Staff Liaison Schiessl interviewed three (3) applicants for the vacant youth position. Interview procedures were followed and no conflict of interest was identified.

Based on the interview, the candidate recommended for appointment to Position No. 9 (Youth Position) is Harriet Dalton.

The term for Position No. 9 is one (1) year, effective April 6, 2022 through March 31, 2023.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-09, Amending the 2022 Budget in the General, City Streets, Park Reserve, Streets Capital Improvement, Capital Improvement, Fire Station Construction, Park Project Construction, Solid Waste, Stormwater, Medical Services and Equipment Replacement Funds

Department:

Administrative Services

Ordinance/Resolution Number:

2022-09

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2022-09, amending the 2022 Budget in numerous funds.

Summary:

Ordinance No. 2022-09 includes several needed amendments to the adopted 2022 Budget.

Due to the multiple items included in this budget amendment, please refer to the attached memorandum for a detailed explanation.

Staff recommends passage of Ordinance No. 2022-09 for first reading, by title only.

Fiscal Impact:

Ordinance No. 2022-09 will add \$23,996,769 in transfers and appropriations to the 2022 Budget.

Attachments:

1. Ordinance No. 2022-09
2. Budget Amendment Detail
3. Budget Amendment Summary
4. 2015 Amended and Restated Master Agreement for Badger Mountain South
5. Uptown ADA Cost Estimate 2.15.22 All Phases
6. Uptown ADA Sidewalk Construction Plan
7. Uptown ADA Sidewalk Demolition Plan
8. Uptown ADA Specifications

ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2022 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, CITY STREETS FUND, PARK RESERVE FUND, STREETS CAPITAL CONSTRUCTION FUND, CAPITAL IMPROVEMENT FUND, FIRE STATION CONSTRUCTION FUND, PARK PROJECT CONSTRUCTION FUND, SOLID WASTE UTILITY FUND, STORMWATER UTILITY FUND, MEDICAL SERVICES FUND AND EQUIPMENT REPLACEMENT FUND AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN THE CITY'S GENERAL FUND, CITY STREETS FUND, PARK RESERVE FUND, CAPITAL IMPROVEMENT FUND, SOLID WASTE UTILITY FUND, MEDICAL SERVICES FUND, AND EQUIPMENT REPLACEMENT FUND.

WHEREAS, on November 16, 2021, Richland City Council approved Ordinance No. 39-21 approving the 2022 Budget; and

WHEREAS, this Ordinance No. 2022-09 will accomplish several discrete budget adjustments in the 2022 Budget necessary for the effective delivery of services to the public; and

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) includes the Pavement Preservation Program, which will include an asphalt overlay of Jadwin Avenue between Van Giesen Street and Stevens Drive (the "Project"); and

WHEREAS, the Project is an opportunity to improve Jadwin Avenue with additional pedestrian crossing safety features, enhanced ADA accessibility improvements at driveways, replacement street lights with underground electric power, and relocation of City fiber-optic infrastructure to an underground system, none of which are typically funded through the Pavement Preservation Program; and

WHEREAS, although no funds were appropriated in the Capital Improvement Fund or Streets Capital Fund to support the Project's enhanced scope, the Capital Improvement Fund contains adequate fund balance to fund the Project's \$500,000 scope enhancement described above; and

WHEREAS, the compost production facility at the City's landfill uses a mechanical screen to sort finished compost by particle size, and an upgraded replacement screen is necessary to reduce risk of fire. The cost of the upgraded screen is \$355,000, and \$60,000 in rental fees has already been paid toward the purchase price; and

WHEREAS, the need to replace the screen was not included in the 2022 Budget because the fire-mitigating process change that necessitates the upgraded screen was not known at the time. Although no funds were appropriated in the 2022 Budget for this acquisition, the Solid Waste Fund contains adequate fund balance for replacement of the screen, and the City's best interests are

served by replacing the screen to meet operational requirements while realizing a favorable equipment pricing opportunity from the equipment vendor; and

WHEREAS, the Wastewater Fund budgeted \$117,263 for the purchase of new sewer pipeline cleaning equipment in 2022, yet the transfer and appropriation was not budgeted in the Equipment Replacement Fund to support purchase of the equipment and must be added to make the purchase out of the proper fund; and

WHEREAS, in 2011, the City entered into a Master Development Agreement with Nor Am Investment, LLC (Contract No. 137-10) regarding the community known as Badger Mountain South, and Section 17.3 of the Master Agreement describes the acquisition of future West Village Park for \$0.5829 per square foot. Future West Village Park will be 33.69 acres, and the Master Agreement also requires Nor Am Investment, LLC to provide a no-cost dedication of 2.0 acres of land for a future fire station; and

WHEREAS, the City is planning to locate future Fire Station 76 within West Village Park, and the cost of future West Village Park plus the no-cost dedication of 2.0 acres for a future fire station is \$805,637; and

WHEREAS, although the 2022 Capital Improvement Plan did not include funds for property acquisition, the Park Reserve Fund continues to receive Park Impact Fee revenue from Badger Mountain South and has adequate capacity to fund this property acquisition; and

WHEREAS, the Master Development Agreement also requires reimbursement for certain infrastructure costs incurred by Nor Am Investments, LLC to be paid from the City's General Fund, and the current reimbursement due is now \$145,149, which was not contemplated in the 2022 Budget; and

WHEREAS, given lengthy lead times and anticipated significant pricing increases, the City must accelerate the purchase of an ambulance and fire engine requiring replacement in 2024; and

WHEREAS, the City-owned parking lot and sidewalks serving the Uptown Shopping Center are in need of several improvements consistent with the 1990 Americans with Disabilities Act. The City's contracted qualified ADA expert estimates the work will cost \$470,856 including sales tax and a modest 3 percent (3%) contingency; and

WHEREAS, a budget adjustment of \$550,000 for the Uptown ADA Project will accommodate current uncertain and unknown inflationary cost increases, and the General Fund has adequate fund balance; and

WHEREAS, on March 22, 2022, the 2023 Fire Station 76 CIP project was discussed with Richland City Council, and staff was tasked with beginning the design and equipment purchasing processes in 2022; and

WHEREAS, funding sources for the station and equipment will include: \$1,000,000 library grant; \$7,000,000 ARPA funds; \$560,000 transfer from the Medical Services Fund; and

\$1,940,000 from General Fund reserve balance. New appropriations include transfers of \$560,000 from the Medical Services Fund, \$896,000 from the General Fund for equipment purchases, and a transfer of \$9,044,000 to the Fire Station Construction Fund for station design and construction from General Funds sources of grant revenue, fund balance and current year appropriations of ARPA funds; and

WHEREAS, the City contracts for railroad tie replacement and rail maintenance for City-owned rail assets, and has received a quote of \$50,000 for 2022 railroad tie replacement. The Streets Maintenance Fund has adequate reserves from fees charged to participating railroad companies to fund the tie replacement project; and

WHEREAS, \$301,373 of additional costs were incurred in the Columbia Point Trail East Stormwater Project during cultural monitoring, and additional grant funds are available from the Department of Ecology to cover these costs; and

WHEREAS, the City entered into a five-year agreement for a public safety video camera system, to include body-worn cameras, for an annual cost of \$202,710, and appropriations for the second year of the contract were inadvertently excluded from the 2022 Budget.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2022 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General, City Streets, Park Reserve, Capital Improvement, Solid Waste, Medical Services, and Equipment Replacement Funds.

Section 3. Amendment of the 2022 Budget. The 2022 Budget is hereby amended to provide additional appropriations in the General Fund, City Streets Fund, Park Reserve Fund, Streets Capital Construction Fund, Capital Improvement Fund, Fire Station Construction Fund, Park Project Construction Fund, Solid Waste Utility Fund, Stormwater Utility Fund, Medical Services Fund, and Equipment Replacement Fund, as follows:

General Fund

Current Appropriation: \$75,846,324
Increase in Appropriation: \$ 8,023,496
Amended Appropriation: \$83,869,820

City Streets Fund

Current Appropriation: \$ 3,629,788
Increase in Appropriation: \$ 50,000
Amended Appropriation: \$ 3,679,788

Park Reserve Fund

Current Appropriation: \$ 156,847
Increase in Appropriation: \$ 805,637
Amended Appropriation: \$ 962,484

Streets Capital Construction Fund

Current Appropriation: \$ 15,027,745
Increase in Appropriation: \$ 500,000
Amended Appropriation: \$ 15,527,745

Capital Improvement Fund

Current Appropriation: \$ 4,263,239
Increase in Appropriation: \$ 500,000
Amended Appropriation: \$ 4,763,239

Fire Station Construction Fund

Current Appropriation: \$ 0
Increase in Appropriation: \$ 9,044,000
Amended Appropriation: \$ 9,044,000

Park Project Construction Fund

Current Appropriation: \$12,864,000
Increase in Appropriation: \$ 550,000
Amended Appropriation: \$ 13,414,000

Solid Waste Utility Fund

Current Appropriation: \$ 9,897,548
Increase in Appropriation: \$ 355,000
Amended Appropriation: \$ 10,252,548

Stormwater Utility Fund

Current Appropriation: \$ 1,862,456
Increase in Appropriation: \$ 301,373
Amended Appropriation: \$ 2,163,829

Medical Services Fund

Current Appropriation: \$ 6,380,019
Increase in Appropriation: \$ 560,000
Amended Appropriation: \$ 6,940.019

Equipment Replacement Fund

Current Appropriation: \$ 6,497,404
Increase in Appropriation: \$ 3,307,263
Amended Appropriation: \$ 9,804,667

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

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

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

**MEMORANDUM**

TO: City Council

FROM: Brandon Allen, Finance Director

DATE: April 5, 2022

SUBJECT: Ordinance 2022-09 Budget Adjustment

Please see below for a detailed explanation of the budget amendments included in Ordinance 2022-09:

As part of the 2022 Pavement Preservation Program (PPP), asphalt overlay is planned on Jadwin Avenue between Van Giesen Street and Stevens Drive. This work provides an opportunity to improve Jadwin Avenue with additional pedestrian crossing safety features, ADA accessibility, streetlight repair and relocation of City fiber. These additional enhancements estimated at \$500,000 are not typically funded through PPP and can be funded with available Real Estate Excise Tax (REET).

Due to operational needs at the landfill, and to reduce the risk of fire during the compost sorting process, the mechanical screen at the landfill needs replacement and upgrading at a cost of \$355,000. The City is able to combine this replacement with the budgeted purchase of other landfill equipment to receive favorable pricing on the screen. Prior rental costs incurred in 2022 for an adequate machine will be credited towards the purchase.

New sewer pipeline cleaning equipment was budgeted for purchase in 2022 in the Wastewater Fund; however, the corresponding transfer and appropriation of \$117,263 to the Equipment Replacement Fund must be added to make the purchase out of the proper fund.

The adopted 2022 Capital Improvement Plan includes a project to construct the first phase of the 30-acre West Village Park in the Badger Mountain South neighborhood. In 2011, the City entered into an agreement with Nor Am Investment, LLC regarding the planning and development of Badger Mountain South. The agreement set a price and other expectations for the development of the park, and it is now time to purchase the property at the price set in the agreement of \$805,637. The Park Reserve Fund will fund the purchase via a transfer to the General Fund and future proceeds from the payment of park impact fees will replenish the Park Reserve Fund.

In addition, the Nor Am agreement requires reimbursement for certain infrastructure costs incurred by Nor Am. The required information to calculate the reimbursement for prior years has been received and \$145,149 is due for 2019, 2020 and 2021.

As discussed in the March 22, 2022 council workshop, in 2021, the City was made aware of deficiencies in the City-owned parking lot at the Uptown Shopping Center with respect to the Americans with Disabilities Act (ADA). The City acquired property at the shopping center in 1993 and installed improvements in 1994 prior to the establishment of ADA standards in 2010. The City contracted with an ADA subject matter expert architect to develop a project scope and cost estimate. The General Fund Reserve will fund the work, estimated at \$550,000, via transfer to the Park Project Construction Fund.

As discussed in the March 22, 2022 council workshop, the capital improvement project to build Fire Station 76 is planned for the 2023 budget year. Due to multiple factors, it was determined that the design work and equipment purchases need to begin in 2022; therefore, the CIP project for \$10,500,000 will be accelerated to 2022. The project is funded by a combination of grants, American Recovery Plan Act (ARPA) funds, General Fund reserve balance and a Medical Services Fund reserves. These funds will be transferred to the Equipment Replacement Fund and Fire Station Construction Fund for purchasing and construction.

Due to extremely long lead times, and significant pending price increases, an ambulance and fire truck scheduled for replacement in 2023 and 2024 will be moved forward to the 2022 budget. This will allow purchase orders to be issued for delivery of the vehicles in 2024. These vehicles will be funded with designated contributions of \$1,439,000 made to the Equipment Replacement Fund.

The City contracts for railroad tie replacement and rail maintenance for City-owned rail assets and has received a quote for \$50,000 for 2022 railroad tie replacements. The Streets Maintenance Fund has adequate reserves from fees charged to participating railroad companies to fund the project.

\$301,373 of additional costs were incurred on the Columbia Point Trail East Stormwater Project during cultural monitoring, and additional grant funds are available from the Department of Ecology to cover these costs.

The City entered into a five-year agreement for a public safety video camera system, to include body-worn cameras, for an annual cost of \$202,710, and appropriations for the second year of the contract were inadvertently excluded from the 2022 Budget.

2022 APRIL BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 75,846,324	\$ 8,023,496	\$ 83,869,820	\$ 6,217,859	\$ 1,805,637
101	CITY STREETS	\$ 3,629,788	\$ 50,000	\$ 3,679,788	\$ 50,000	
111	PARK RESERVE FUND	156,847	805,637	962,484	805,637	-
301	STREETS CAPITAL CONSTRUCTION FUND	15,027,745	500,000	15,527,745	-	500,000
315	CAPITAL IMPROVEMENT FUND	4,263,239	500,000	4,763,239	500,000	-
319	FIRE STATION CONSTRUCTION FUND	-	9,044,000	9,044,000	-	9,044,000
380	PARK PROJECT CONSTRUCTION FUND	12,864,000	550,000	13,414,000	-	550,000
404	SOLID WASTE UTILITY FUND	9,897,548	355,000	10,252,548	355,000	-
405	STORMWATER UTILITY FUND	1,862,456	301,373	2,163,829		301,373
407	MEDICAL SERVICES FUND	6,380,019	560,000	6,940,019	560,000	-
503	EQUIPMENT REPLACEMENT FUND	6,497,404	3,307,263	9,804,667	1,439,000	1,868,263
TOTAL		\$ 136,425,370	\$ 23,996,769	\$ 160,422,139	\$ 9,927,496	\$ 14,069,273

Contract No. 137-10

**MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING
THE COMMUNITY KNOWN AS BADGER MOUNTAIN SOUTH**

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**AMENDED AND RESTATED
MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING THE COMMUNITY
KNOWN AS BADGER MOUNTAIN SOUTH**

1. AGREEMENT.

1.1 In consideration for the mutual promises and obligations set forth below, the City of Richland Washington, a chartered 1st Class City organized under the laws of the State of Washington (the “City”); and Nor Am Investment, LLC, a Washington limited liability company (“Nor Am”) do hereby agree as set forth below. The City and Nor Am are sometimes referred to herein individually as “Party” and collectively as “Parties”. The reference date of this Amended and Restated Master Agreement is March 17, 2015.

2. AUTHORITY.

2.1 The City is entering into the Master Agreement under the authority and power given to it by the general laws and the constitution of the state of Washington; pursuant to Sections 1.04, 2.07 (A), (E), (G), (I) and (J) of the City Charter, Chapter 36.70B of the Revised Code of Washington relating to development agreements, RCW 43.21C.031 relating to Planned Action Ordinances, and City Resolution 77-10 that authorized the City Manager to sign this Master Agreement.

2.2 Nor Am is entering into this Master Agreement as the owner of the property to be subject to the Master Agreement terms, and pursuant to a motion passed by the members of Nor Am.

3. SUBJECT PROPERTY.

3.1 The real property that is subject to the terms and conditions of this Master Agreement is legally described in Exhibit A attached hereto and by referenced incorporated herein and shall be referred to as “Badger Mountain South”.

4. MASTER AGREEMENT INTENT AND PURPOSE.

4.1 The intent of this Master Agreement is to: (1) further the goals and policies of the City’s comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City’s financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for

expedited permit processing while assuring adequate public input and mitigation of environmental impacts; and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions.

4.2 The purpose of this Master Agreement is to provide for an organized, self-contained set of documents that shall govern the development of Badger Mountain South over the next 20 years in order to accomplish the goals set forth in paragraph 3.1.

5. **MASTER AGREEMENT TERM.**

5.1 The Master Agreement term shall commence on February 9, 2011 “Master Agreement Term Commencement Date”) and shall terminate at midnight on February 8, 2035. This time period shall be known as the Master Agreement Term.

6. **VESTING.**

6.1 Any development to occur within Badger Mountain South during the Master Agreement Term shall do so in conformity with the provisions of the Master Agreement. For purposes of the Master Agreement, development means any activity that affects the temporary or permanent use of any land within Badger Mountain South, and/or results in the alteration of the surface or subsurface of land within Badger Mountain South, and that is regulated in whole or in part by the City.

6.2 Except as otherwise noted in the Master Agreement, during the Master Agreement Term Nor Am shall have the vested right to develop any property within Badger Mountain South in accordance with the provisions of the Master Agreement, and the City codes and regulations in effect on the Master Agreement Term Commencement Date.

6.3 The provision of Paragraph 6.2 notwithstanding, the City reserves the right for the City Council to modify a condition of the Master Agreement if the City Council determines its modification is necessary as a result of a serious threat to the public health and safety, and the modification is the minimum necessary, both in content and duration, to alleviate the adverse consequences to the public health and safety that would be caused by the serious threat. Provided, no modification shall occur until consultation with Nor Am has occurred in order to seek its input on how to modify the Master Agreement so as to address the serious threat to the public health and safety, while minimizing the impact on the Badger Mountain South development and the Master Agreement’s intent and purpose. The Parties agree to use the Master Agreement’s dispute resolution process regarding any dispute over the appropriate way to modify the vested rights of Nor Am. If the modification is mandated by governmental action other than the City’s, then the City agrees that Nor Am shall have the right, at its sole discretion and expense, to contest the governmental action.

6.4 The vesting date for a building permit application as to the following codes that are City-wide in nature shall be the date that a complete building permit application is filed: Building Code (RMC Title 21), Life Safety Code (RMC Title 20), and Electrical Code (RMC Title 14), Energy Code (Chapter 19.27A). Provided however, any provisions of those codes relating to street

improvements and access that are otherwise covered by Master Agreement Exhibit C (“LUDR”) and Master Agreement Exhibit B (“Environmental Mitigation Conditions”) shall not apply.

6.5 The vesting date for impact fees that only affect portions of the Badger Mountain Subarea shall be the date that a complete application is filed. The vesting date for impact fees that affect larger areas of the City shall be the date a permit is issued that would require the payment of an impact fee, or the date otherwise provided by City regulations at the time of application.

7. **PHASING AND TIMING.**

7.1 The Parties acknowledge that the sequencing of development shall occur in accordance with Nor Am’s own time schedule in light of market conditions and Nor Am shall determine the order, size, number and timing of phases of development.

7.2 The City shall determine which mitigation measures must be constructed in each phase in order to mitigate the impacts associated with that phase, as more fully set forth in section 9 below.

7.3 The provisions of paragraph 7.1 notwithstanding, the City may, but shall not be required to, build or accept any facilities that cannot be operationally supported by new revenues generated within Badger Mountain South.

7.4 Failure to make substantial progress on pursuing the proposed Badger Mountain South development within any 5-year period following the Master Agreement Term Commencement Date, may be deemed by the City to be a serious threat to the public health and safety, triggering the process set forth in paragraph 6.3 above. As established in section 6.3 the City shall have the right to terminate this Master Agreement without liability and without incurring any further obligation to Nor Am, if no other adequate lesser remedy is appropriate. “Substantial progress” shall mean the issuance of building permits for the construction of at least two hundred residential units and/or commercial structures, the expenditure of at least \$10,000,000 for street, utility and other infrastructure improvements that have been dedicated to the City or other governmental entity, or the expenditure by any governmental agency of at least \$5,000,000 for buildings or other improvements within Badger Mountain South. The termination of the Master Agreement shall not occur until after NorAm is provided with notice and an opportunity to be heard. If the Master Agreement is terminated, it shall not affect the vested rights for entitlements obtained prior to the date of termination.

8. **DEVELOPMENT TO BE CONSISTENT WITH THE MASTER AGREEMENT CONDITIONS.**

8.1 All development within Badger Mountain South shall comply with the Master Agreement terms. If a development application is consistent with the Master Agreement, then it shall be approved. If a development application is not consistent with the Master Agreement, then the conditions of approval shall include such conditions as will make the application consistent with the Master Agreement. If it is determined that the application cannot be conditioned to make it consistent with the Master Agreement terms, then the application shall be denied.

9. **ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.**

9.1 A Final Supplemental Environmental Impact Statement dated August 23, 2010 (“FSEIS”) was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080 a mitigated determination of non-significance (“MDNS”) was issued by the City for the Master Agreement on September 23, 2010, in which the mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. In the enabling resolution that authorized the City Manager to execute the Master Agreement (Resolution 77-10) the City Council, in accordance with the provisions of RCW 43.21C.031, determined that for the Master Agreement Term, Badger Mountain South shall be deemed a planned action for environmental review purposes.

9.2 The mitigation conditions set forth in the MDNS are hereby adopted as mitigation conditions for Badger Mountain South, and are set forth in Exhibit B attached hereto and by reference incorporated herein. Any development occurring within Badger Mountain South must be consistent with those conditions. The relevant mitigation conditions shall be made conditions of any development permit which would generate the impact that requires the mitigation measure. If an Exhibit B mitigation condition for water or sewer utility improvements require a specific size or type of improvement, and the detail level construction drawings require a different size in order to accommodate the Badger Mountain Development needs, then the sizing shown by the detail level drawings shall be required.

9.3 All development within Badger Mountain South that is consistent with the Master Agreement terms shall be deemed a planned action project and an environmental threshold determination shall not be required. The City’s responsible official for environmental review shall issue a planned action consistency determination for any application for development that would otherwise require environmental review under RMC chapter 22.09. The consistency determination shall indicate that the proposed action is within the scope of the environmental review conducted in the FSEIS and shall list the environmental mitigation conditions from Exhibit B that must be included as conditions for the underlying permit approval.

9.4 Public notice for projects that qualify as planned actions shall be tied to the underlying project permit. If notice is otherwise required for the underlying permit, the notice shall state that the project has qualified as a planned action. If notice is not otherwise required for the underlying permit, no special notice is required.

10. **DEVELOPMENT REGULATIONS.**

10.1 Unless the Master Agreement specifies otherwise in lieu of the zoning and development regulations set forth in the Richland Municipal Code, the Master Agreement conditions shall apply to all development in Badger Mountain South.

10.2 The provisions of the document entitled “Land Use and Development Regulations” (hereinafter “LUDR”) dated March 17, 2015, which is set forth in Exhibit C attached hereto and incorporated by reference, shall be applicable to all development in Badger Mountain South. The acronym LUDR may be used when referring to Exhibit C of the Master Agreement. LUDR chapter

10 is reserved for major amendments to the LUDR that may be incorporated during the Master Agreement Term and that do not easily incorporate into the other LUDR chapters.

10.3 The Nor Am representative shall be deemed a party in interest with standing to participate in any City process relating to a development application within Badger Mountain South.

10.4 As part of the LUDR approval process, the construction of the applicable green infrastructure improvements set forth in Exhibit D shall be added as conditions of approval. Each green infrastructure improvement in residential neighborhoods is tied to the construction of a certain number of residential units, and to the construction of roads, as indicated in Exhibit D. The green infrastructure improvements shall be selected by Nor Am at the time the threshold number of residential units is met so that the improvements are constructed in concert with the proposed residential units.

10.5 Until such time as development occurs, the undeveloped portions of the Property may continue to be used for agricultural purposes.

10.6 The conceptual drawings in the LUDR convey the general concept and layout which will guide the application of the detailed regulations and conditions contained in the LUDR and the remainder of the Master Plan at the time of site plan, subdivision, and construction application approvals. The text of the LUDR and the Master Agreement shall govern the actual layout of the final development.

11. **INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.**

11.1 It is the Parties intent that all development within Badger Mountain South be consistent with the provisions of the Master Agreement. The provisions of any applicable City codes and regulations shall be so construed whenever possible in a manner that shall make the applicable code and/or regulation consistent with the Master Agreement's intent and purpose.

11.2 In the case of any conflict between governing regulations, the following shall be the order of priority, with the highest level of priority controlling. The level of priority, starting with the highest level and then descending in priority, is as follows: (1) Changes adopted pursuant to Master Agreement paragraph 6.3; (2) Master Agreement Exhibit B; (3) the Master Agreement provisions not contained in an Exhibit; (4) Master Agreement Exhibit C; (5) Master Agreement Exhibit D; (6) all other Master Agreement Exhibits; (7) any project specific conditions of development approval; and (8) all other City Codes and regulations.

12. **AGREEMENTS WITH CURRENT UTILITY PROVIDERS.**

12.1 The City of Richland is the energy services provider for all new development within Badger Mountain South. Some existing properties continue to be served by Benton Public Utility District ("Benton PUD") using existing Benton PUD infrastructure. The City and Benton PUD entered into a service area agreement on May 24, 2005 titled "Electrical Service Area and Facilities Purchase Agreement" which governs the provision of electric energy services in this southwest

area of the City, including Badger Mountain South and surrounding properties. The fundamental principle of this service area agreement is that the City will assume, over time, all provision of electrical energy services within its Urban Growth Area.

12.2 The City and Badger Mountain Irrigation District (BMID) have entered into an agreement whereby all of Badger Mountain South is in the City's water service area for potable water, and in BMID's service area for irrigation water.

13. **OFF-SITE SANITARY SEWER SYSTEM EXTENSION.**

13.1 Nor Am has completed and dedicated to the City an extension of the City's sanitary sewer collection system that enables development to commence. While the City anticipates that service will be available at the time of development, it cannot predict future demands or regulatory limitations that may affect the City's ability to provide service, the provisions of Paragraph 6.3 may apply.

13.2 No development permit shall be issued for any improvements in Badger Mountain South, other than improvements that will be owned by the City or another public utility, such as roads, water, sewer and electrical improvements, until such time as the off-site sanitary sewer system extension is substantially complete. This prohibition shall not apply to the submittal, processing and approval of subdivisions, short plats, and site plans.

14. **IMPACT FEES AND OTHER AREA SPECIFIC ASSESSMENTS.**

14.1 The City may impose impact fees that apply to areas included within the Badger Mountain Subarea only after providing actual notice to Nor Am as set forth in paragraph 25.1 and providing an opportunity for timely comment.

14.2 The City may allow the formation of Local Improvement Districts and Utility Local Improvement Districts (collectively "LIDs") to fund infrastructure improvements within Badger Mountain South. Provided, the formation of LIDs shall not be allowed, until such time as Nor Am has completed the construction of the off-site extension of the City's sanitary sewer system to Badger Mountain South and has constructed and deeded to the City the off-site water system improvements necessary to provide fire flow to the area within Badger Mountain South designated in the LUDR as the "special district-specialty retail" area.

14.3 To the extent allowed under City regulations in effect at the time a dedication of land to the City is made or the construction of an improvement by Nor Am that is subsequently dedicated to the City, the City shall give Nor Am a credit toward applicable City fees and charges for the fair market value of the land dedicated and the cost of the construction of the improvement that is dedicated. To the extent the City requires oversizing of any utilities to serve areas outside of Badger Mountain South, the City shall compensate Nor Am for such oversizing.

14.4 Any impact fee credit Nor Am may be entitled to under the Master Agreement terms may be used by Nor Am for any development within Badger Mountain South for which the applicable impact fees are required. It is not required that Nor Am be the building permit applicant.

If Nor Am wants any of the impact fee credit to be used for a particular development, it shall notify the City's representative in writing of the application upon which the credit is to be given, and the amount of the credit to be used.

14.5 The rates for utility services shall be the same rates charged throughout the City. No rate surcharge on any City utility shall be imposed unless it is a city wide surcharge, or is calculated based on a specific enhanced service provided to the Badger Mountain South.

14.6 Impact fees or utility connection fees shall be established by the same method and calculations in effect City-wide at the time a development permit is processed. At the time of this Master Agreement, the City administers fees for transportation, potable water service, and sanitary sewer service. Fees established for Badger Mountain South shall be established by the City's methods in place at the time of execution of this Master Agreement, based on the Badger Mountain South's planned impacts and loads. For each of the transportation, potable water, and sanitary sewer system, the Badger Mountain South subarea plan defines off-site system improvements that shall be required as development occurs. The City may impose a surcharge to the impact fees and connection charges for Badger Mountain South in order to recapture the cost of the off-site upgrades that provide capacity to Badger Mountain South so long as those upgrade costs are not already included in a capital facility charge, impact fee or other type of assessment, and it is an improvement that Nor Am is not obligated to construct under the terms of the Master Agreement. Once the City constructs the improvement, the cost shall be included in base impact fee and connection charges for the area that the improvement was intended to serve. In lieu of the City building the needed improvements and imposing a surcharge, the parties may agree that Nor Am may build the improvements, and, if appropriate, be entitled to partial cost reimbursement from non-contributing benefited properties, as authorized by state law. The City and Nor Am may agree in writing to such additional area-specific surcharge or to the City forming a local improvement district for the construction of public utilities within Badger Mountain South.

14.7 The Master Agreement requires certain off site sanitary sewer and transportation improvements to be made by Nor Am after a certain number of residential unit equivalents has been platted or permitted ("Target ERU"). In order to assure sewer adequate capacity, however, the parties agree that sanitary sewer flow monitoring at or near the location of the needed improvements shall commence when 50% of the Target ERU has been reached. If the flow monitoring indicates that the flow assumptions were incorrect, then the needed improvements shall be commenced sooner than the Target ERU. The monitoring shall be done by Nor Am, at its expense.

14.8 In order to assure adequate transportation service, updated traffic analyses shall commence at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. If any development is proposed on the eastern edge of the Badger South Development that would directly access Reata Road prior to the 1,000 pm peak trip trigger, an updated traffic analysis shall be required to assess the impacts. If the traffic analyses indicate that any planning assumptions were incorrect, then the needed improvements shall commence prior to the issuance of additional building permits for development that would impact the needed improvements identified in the analyses.

14.9 The City agrees to include in its connection fee models any infrastructure constructed by Nor Am that provides service or capacity to properties outside of Badger Mountain South, and thus Nor Am will be eligible for oversizing reimbursement by the City.

14.10 At a future date to be determined by the City's electrical utility system capacity and operation needs, the City will construct a new electrical substation within Badger Mountain South to serve Badger Mountain South and other electrical service areas of the City. Nor Am shall dedicate land meeting the City's purpose and use for this substation and portions of the high voltage transmission line that will be constructed to connect the new substation to the regional power grid (see paragraph 18.1 below, and Exhibit B, section 9.1). Nor Am shall pay a portion of the construction costs of this substation, calculated in accordance with RMC 14.30 Line Extensions. A credit towards Nor Am's cost shall be allowed by the City equal to the unimproved value of the donated land for this substation. Nor Am's portion of the substation construction cost may be paid on a prorated basis prior to the time of final plat approval or final binding site plan approval for phased development of Badger Mountain South properties.

15. **RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.**

15.1 The City authorizes Nor Am to recapture a pro-rata portion of the cost it incurs for the design and construction of any City utility improvement for which it would be entitled under state law for reimbursement from non-contributing benefitted properties. The method and manner of determining the amount of the reimbursement, and the non-contributing benefitted properties to which the assessment will apply shall be done in accordance with state law. The City reserves the right to establish administrative fees it deems necessary for the administration of latecomer agreements and the administrative fee shall be added to the assessment. Nor Am may, in its sole discretion, designate some or all properties within Badger Mountain South as non-contributing properties. Provided, property in Badger Mountain South that is owned by the City or that is subsequently conveyed to the City for municipal purposes shall not be deemed a non-contributing property without the City's written consent, which can be withheld in the City's absolute and sole discretion.

15.2 The City shall reimburse Nor Am for a portion of the design and construction costs it incurs relative to the improvements it must design and build at its own expense under the provisions of section 13 above. Nor Am shall provide documentation of the actual charges for the design and construction costs. If Nor Am delays payment of any of the design and construction costs until sales of property have occurred it shall not be reimbursed for any interest charges, but only the actual design and construction costs incurred. The portion of costs that will be reimbursed shall be the portion that would have been required to be constructed if the only properties to be served were the Destination Retail, Specialty Retail and Commercial Mixed Use Districts as identified in the LUDR and you assume the property is fully built out with uses that are the highest sanitary sewer capacity uses that would be allowed in those Districts. The cost of performing this additional design calculation shall be considered a reimbursable cost. The City shall also reimburse Nor Am for the cost of the improvements necessary to provide fire flow as set forth in section 9.2 above in accordance with the methodology set forth in section 15.4. Provided,

Nor Am shall only be entitled to reimbursement up to fifty percent (50%) of an amount that is equal to the combined revenues received by the City that are generated in Badger Mountain South that exceed the actual unreimbursed costs of providing general governmental services to Badger Mountain South. All revenue sources that could be used to pay for some of the annual costs listed in paragraph 15.4.2 shall be included in calculating the amount of reimbursement, including, but not limited to property taxes, utility taxes, sales taxes, lodging taxes (unless excluded by paragraph 16.1), state shared revenues as determined on a per capita basis, and such similar types of revenues. Provided, it shall not apply to fees that are generated to cover the costs of processing applications, fees for city services, and similar types of fees, unless the City has included the costs of those services in calculating the cost of providing general governmental services to Badger Mountain South. Nor Am shall receive fifty percent (50%) of the amounts received by the City that exceed the unreimbursed costs until such time as Nor Am has been fully reimbursed for the portion of reimbursable costs as defined in this paragraph.

15.3 If Nor Am receives monies pursuant to the provisions of paragraphs 14.3, 14.9 or 15.1 above that were for reimbursement of costs incurred for the improvements listed in paragraph 15.2, then that amount shall be deducted from the amount that it will be reimbursed under paragraph 15.2. If Nor Am has been fully reimbursed by the City by operation of the provisions of paragraph 15.2, then Nor Am shall assign to the City its right to reimbursement for any amounts it would be entitled to under paragraph 15.1 for the improvement covered by the provisions of paragraph 15.2. Any reimbursement paid to Nor Am shall be on principal only and not include interest. The City shall not be responsible for any reimbursement after the term of this agreement expires.

15.4 The formula used for determining City revenues, costs of service and reimbursements made to Nor Am shall be determined on a calendar year using the methodology set forth in paragraphs 15.4.1 and 15.4.2.

15.4.1 The "total annual revenue" shall equal the sum of the following:

- 1) Annual property taxes paid to the City from all parcels located within the boundaries of Badger Mountain South;
- 2) Utility taxes attached to the utility bills of all properties within Badger Mountain South;
- 3) The portion of sales tax that is paid to the City generated within Badger Mountain South as determined from the records of the Washington State Department of Revenue;
- 4) State shared revenues as determined on a per capita basis; and
- 5) All other revenues that could be used to pay for annual costs listed in paragraph 15.4.2, unless excluded by paragraph 16.1.
- 6) The cumulative total of items 1-5 shall be the total annual revenue.

15.4.2 Annual costs shall be determined as follows:

- 1) Adopted City budget figures for police services, fire and emergency services, library, park administration, recreation and library services minus the financing,

operational and maintenance cost in any of these budgets for facilities located in Badger Mountain South shall be divided by the total estimated City population to determine an annualized cost of service per resident. Population estimates published by the Washington State Office of Financial Management shall be used to determine total City population.

2) The annualized cost of service per resident is multiplied by 0.7 to determine the cost of service factor (CSF). In 2010 the CSF is approximately \$360.

3) The annual cost of providing City services to Badger Mountain South is determined by adding the products of each of the following cost of service calculations:

a) Total resident population of BMS multiplied by the CSF;
plus

b) Total number of acres within BMS that are undeveloped or in private open space multiplied by 0.1 multiplied by the CSF; plus

c) Total square feet of non-residential structures within BMS multiplied by 0.0013 multiplied by the CSF; plus

d) The actual costs of financing, operating and maintaining City facilities such as roads, parks, fire station, branch library or community facilities within BMS that are not included in a-c above.

4) The number of building permits issued by the City during the calendar year shall be used to establish the total number of residential units within Badger Mountain South for the first year the agreement is in place. Each subsequent year, the total number of housing units established during the previous year plus all building permit data for the current year will be added together to determine total number of housing units. The Washington State Office of Financial Management's published housing occupancy rates and persons per household, broken down by household type shall be used to determine an estimated population for Badger Mountain South. The annualized cost of service per resident will then be multiplied by 0.7 to determine the Cost of Service Factor (CSF) which is then used to estimate service costs for developed and undeveloped land in Badger Mountain South.

5) At the time that the City constructs or is granted actual facilities within Badger Mountain South, such as streets, public parks, fire station, branch library, or community facilities, the following estimate of cost for the maintenance and operation of the facility shall be used:

a) Annual wages and benefits for City staff and/or outside contractors used to operate and maintain the facility and not accounted for in 15.4.2 (3) shall be determined;

b) Any annualized debt service used to retire the City's debt incurred for the construction of the facility and capital expenditures directly associated with the facility shall be determined;

c) Utility costs to operate the facility shall be calculated;

d) Any other City costs that are directly related to the maintenance and operation of the facility

6) The total annual operating cost of all facilities within Badger Mountain South shall be added to the estimated cost of service. Provided that the annual cost of facility operation shall be used instead of and not in addition to the estimated costs of service established in item 3 above.

Annual costs shall be subtracted from total revenues resulting in total "excess revenues". Fifty percent of these "excess revenues" shall be reimbursed to Nor Am as set forth in Section 15.2 above.

16. **CITY'S CONTRIBUTION TO SPECIAL DISTRICT-SPECIALTY RETAIL IMPROVEMENTS.**

16.1 The Port of Kennewick is considering investing in the Specialty Retail District in Badger Mountain South in order to construct a world class pedestrian-oriented destination village, which will include numerous uses related to the agricultural products of the region, including wines and grapes (See LUDR, Exhibit C). It is also intended to include class rooms, meeting areas, hotel, restaurants, and other related uses, all centered around a common pedestrian corridor. The City is also desirous of investing funds to stimulate tourism and economic development. If the City invests lodging tax revenues in improvements to this district in order to stimulate tourism, then the amount of lodging taxes generated from Badger Mountain South shall not be used in the annual revenue calculation required by paragraph 15.2.

16.2 The parties intend to enter into further agreements regarding the preparation of a master site plan for the specialty retail area, and the design and construction of certain improvements within the specialty retail area, including a business incubator building, a public meeting area, and related public facilities. It is contemplated that that the agreement will be a three party agreement between the City, the Port of Kennewick, and Nor Am and will include an investment by all parties.

16.3 It is anticipated that the Master Site Plan will be completed by September, 2011, and construction will occur in 2012 and 2013.

17. **PUBLIC PARK CONVEYANCE, DEVELOPMENT AND IMPACT FEE CREDIT.**

17.1 The City, in accordance with its adopted standards, shall develop and maintain two public parks within Badger Mountain South; an approximately six acre park in the BMS South Orchard neighborhood and an approximately thirty acre park in the BMS West Village Neighborhood. The legal description for the South Orchard Park is set forth in Exhibit F attached hereto. The legal description for the West Village Park is set forth in Exhibit G attached hereto. The parties acknowledge that the final legal description may be adjusted, either before or after

conveyance to the City, in order to accommodate the as-built location of the adjoining roads. It is intended that the parks shall abut the adjoining public street right-of-way. However, it is agreed that in the field conditions at the time of street design and/or construction may necessitate the street to be moved to obtain the best location for the street, and thus the park boundary shall be adjusted accordingly, if necessary, as opposed to the street location being adjusted to accommodate the as-built location of the street.

17.2 The two park parcels each exceed five acres in size and thus are exempt from the City's subdivision requirements. The City will allow creation of the lots so that they can be conveyed to the City, and any City permit fees for such process shall be waived. The City shall not require the construction of any improvements as a condition of approving the creation of the two park parcels.

17.3 Ownership of the two park sites will be conveyed for park purposes to the City, subject to the provisions of paragraphs 17.1, 17.2, 17.4, 17.5, 17.6 and 17.9, when the site is created as a separate parcel as part of final plat or final binding site plan approval, or such other time as the parties may mutually agree. Nor Am shall receive credit toward park impact fees equal to \$0.5829 per square foot of land conveyed. To facilitate development of the park sites per paragraph 17.5 and 17.6 park fee credits to cover the cost of the property conveyance to the City shall not take effect until sufficient park impact fees have been collected to cover the cost of required City park improvements, if the City is constructing the park improvements. If Nor Am is required to construct the park improvement, as authorized by paragraph 17.10 below, then the park credits for the phase or phases constructed by Nor Am, including the park credits for the park land associated with the phase or phases constructed by Nor Am, shall be available for use at any time after the park improvements are constructed and accepted by the City.

17.4 The parties shall each be responsible for one half of the closing costs. The conveyance shall be by statutory warranty deed, subject to the conditions set forth in paragraph 17.1, 17.2, 17.4, 17.5, 17.6, and 17.9 below, which shall be included as part of the statutory warranty deed, or as a separate agreement to be recorded at closing.

17.5 The West Village Park will be developed in four phases; an initial phase ("Phase 1") to turf and irrigate ten acres; a second phase ("Phase 2") to complete full build-out of the ten acres included in Phase 1; a third phase ("Phase 3") to turf and irrigate the remaining acreage; and a final phase ("Phase 4") to complete full build-out of the West Village Park. Each phase of the West Village Park shall be developed by the City, or by Nor Am if required by operation of the provisions of paragraph 17.10 below, in accordance with the City's adopted standards for community parks. No later than 2016, the Council shall include the development of Phase I of the West Village Park in the City's Park Capital Facility Plan ("PCFP"). Each subsequent phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the West Village, West Vineyard and/or East Garden neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 400 units; Phase 2 trigger point is 1,000 units; Phase 3 trigger point is 1,750 units, and Phase 4 is 2,750 units. Within 18 months of the issuance of the building

permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.6 The South Orchard Park will be developed in two phases; an initial phase ("Phase 1") to turf and irrigate the site; and a final phase ("Phase 2") to complete full build-out of the park. Each phase of the South Orchard Park shall be developed by the City, or by Nor Am if agreed to by both parties, in accordance with the City's adopted standards for neighborhood parks. Each phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the South Orchard Park and/or East Market Neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 250 units; Phase 2 trigger point is 750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase, unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.7 Nor Am shall construct a paved primary trail as part of, and in accordance with, the required green infrastructure improvements. This trail, once constructed to City standards, shall be conveyed to the City, and the City shall then be responsible for its ongoing operation and maintenance expense. Nor Am shall receive impact fee credit for the cost of the improvements constructed. The amount of the credit for the trail improvements shall be the construction costs.

17.8 Nor Am is already providing significant recreational opportunities as part of the green infrastructure being required by other provisions of the Master Agreement, thus no further public or private park improvements shall be required. However, the City and Nor Am may agree to additional public park improvements being made conditions of approval and for which Nor Am shall receive park impact fee credit. By agreement with the City, Nor Am may be permitted to improve portions of either West Village Park or South Orchard Park and in doing so shall be entitled to a credit against park impact fees equal to the documented value of the pre-approved improvements. The provisions of paragraph 17.3 notwithstanding, if Nor Am earns additional park impact fee credits for improvements it makes to the West Village Park, these credits may be used by Nor Am at any time to offset park impact fees for residential permits within the West Village, West Vineyard or East Garden neighborhoods. Likewise, additional park impact fee credits earned for Nor Am improvements to the South Orchard Park may be applied at any time to park fees for residential permits in the East Market or South Orchard neighborhoods.

17.9 Nor Am retains the right to continue the use of the surface of the park property conveyed to the City for agricultural or passive open space uses only. Said right to use the surface of each phase of a park site shall terminate 90 days prior to the time the City intends to commence construction of improvements it is required to make pursuant to the provisions of paragraphs 17.5 and 17.6. The City shall provide Nor Am notice of its intent to commence construction at least 180 days prior to the intended construction start date. Provided, however, if the City intends to commence the park improvements prior to the time it is required to make the improvements in

accordance with the provisions of paragraph 17.5 or 17.6, it shall provide notice to Nor Am no later than August 1 in the year preceding the year in which it intends to make the improvements. In that case the right to use the surface for agriculture shall terminate 90 days prior to the time the City intends to commence construction. Nor Am shall be responsible for payment of all utilities and any taxes or assessments on the park property at any time that it has the right to use the surface of the park site(s). Nor Am, at all times that it has the right to use the surface of a park property after the property has been conveyed to the City, shall maintain general risk liability insurance on the park property(ies) in an amount of not less than \$1,000,000.00 and shall name the City as an additional insured. The City reserves the right to access the park property(ies) after conveyance to the City, and to use the park property(ies) in any way not inconsistent with the use of the surface for agricultural purposes.

17.10 The above provisions of section 17 notwithstanding, the City may require Nor Am to develop one or more phases of one or both parks in accordance with the provisions set forth in this subsection.

17.10.1 At any time after the park property has been conveyed to the City, a public road has been or is being constructed to the park boundaries, and a trigger point set forth in paragraph 17.6 or 17.7 has been reached for one or more phases, the City may require that Nor Am construct park improvements on the Park. The City shall send Nor Am written notice of the City's intent to require Nor Am to construct park improvements. The notice shall indicate which phase or phases of the park the City is requiring Nor Am to construct. Since the Park properties will be in active agriculture or passive open space uses, the notice must be given no later than July 1 of the year prior to the year in which construction is to be commenced.

17.10.2 Once the required notice is given the Parties shall meet to discuss which improvements are required to be constructed by Nor Am. The improvements that can be required to be constructed are any of the improvements listed in Exhibit D, and the Park Impact Fee credits available for the construction of said improvements are also listed in Exhibit D. The Parties may agree that other improvements may be substituted for the Exhibit D improvements, and the appropriate impact fee credit to be given for the alternate improvements. Allowing alternate park improvements and the appropriate impact fee credit for the construction of the improvements, shall be an administrative decision that will be documented in a writing signed by both Parties.

18. **DEDICATIONS OF LAND AND IMPROVEMENTS WITHOUT COST TO CITY.**

18.1 Any dedications of land or other improvements required to be conveyed to the City to provide service to Badger Mountain South shall be without cost to the City, with appropriate credit, if any, toward applicable City fees and charges, as authorized by City code, state law or the Master Agreement. The land required to be conveyed to the City are the street right-of-ways within Badger Mountain South at the time the streets are constructed, utility easements for City utilities within Badger Mountain South at the time the utility easements are needed for City utilities, a two-acre site for a new fire station facility (Exhibit B, section 8.3), and two-acre site for a new electrical substation (Exhibit B, section 9.1), and two City parks (Section 17 above.)

19. **TRANSPORTATION IMPROVEMENTS TO BE CONSTRUCTED.**

19.1 Nor Am shall be responsible for the construction of all street improvements within Badger Mountain South, and the offsite improvements identified in Exhibit B that are attributable to impacts created by development within Badger Mountain South. In addition, Nor Am shall pay its pro-rata share of other offsite improvements as identified by the transportation impact analyses required during the build out of Badger Mountain South, as set forth in Exhibit B paragraph 5.3. No other transportation improvements shall be required, unless triggered by the operation of paragraph 6.3.

19.2 The provisions of 19.1 notwithstanding, the City may form local improvement districts that include land inside and outside of Badger Mountain South for the construction of improvements, including those that would otherwise be required to be funded by Nor Am.

19.3 The Council shall place the arterial roads within Badger Mountain South on its transportation improvement plan. The provisions of 19.1 notwithstanding, the City may, but is not obligated to, seek grants or other sources of funding to pay for all or a portion of improvements to be dedicated to the City.

19.4 The timing for the construction of transportation improvements is set forth in Exhibit B. The City and Nor Am may agree to change the timing of construction of road improvements if deemed to be in the public interest.

20. **MAINTENANCE OF COMMUNITY FACILITIES AND OPEN SPACES.**

20.1 Until such time as the homeowner's associations or other community entities are legally established and have sufficient revenues to take over ongoing maintenance, Nor Am shall be responsible for all community facilities and properties which are intended for community use and are not the specific responsibility of others. The determination of whether or not there are sufficient revenues to justify the release of Nor Am from this condition as to any area within Badger Mountain South, shall be determined by the City based upon Nor Am's provision of a breakdown of the anticipated annual maintenance costs, and evidence that assessments have been legally imposed upon property pursuant to recorded covenants, conditions and restrictions ("CC&Rs") that shall provide for the generation of an annual revenue stream of at least 110% of the anticipated maintenance costs to a legally established homeowner's association or other community entity. Following City approval, Nor Am shall be released from this responsibility as to the area for which the association or other community entity has been created and sufficient assessments imposed.

20.2 As part of any subdivision, short plat, or site plan approval in which CC&Rs are to be created and recorded against the property, the City may require that the City shall have the right, but not the responsibility, to enforce provisions requiring the maintenance of green infrastructure improvements that are to be maintained by the homeowner's associations or other community entities. This provision shall allow for the City's costs associated therewith to be charged as an assessment against the properties for which the homeowner's association was created and

foreclosed in the same manner as the CC&Rs allow for delinquent homeowner's association assessments.

21. **SUMMARY OF CREDITS, OFFSETS, AND OBLIGATIONS.**

21.1 Attached as Exhibit H is a summary of the credits, offsets, and obligations of Nor Am and the City that are set forth in the Master Agreement. This summary is to aid in the administration of the Master Agreement and is not intended to create, substitute for, or alter any condition of the Master Agreement, which shall control.

22. **AMENDMENTS.**

22.1 The Master Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, if the amendment involves property not owned by Nor Am, the consent of the property owner whose property is directly affected by the proposed modification must be provided with notice and an opportunity to participate in the amendment process. If a particular process is called out in the agreement relative to modifying or terminating the Master Agreement, such as in case of a serious threat to public health and safety as set forth in paragraph 6.3, then that process shall be followed.

22.2 In considering an application to be processed in accordance with the LUDR provisions, the responsible city official may agree to minor changes to the concept plan, site plan or subdivision approval consistent with the LUDR and provisions of this Agreement, but all changes to the Master Agreement must be approved by the City Council. A minor change is a change that does not involve a change of use, a major change in the vehicular circulation system, an increase in density or relocation of density patterns, a reduction in open space, a change in the exterior boundaries, an increase in building height, or a change that would be inconsistent with the Master Agreement or LUDR. The minor amendment process shall be the administrative process used by the City in processing minor amendments under its Planned Unit Development code (RMC 23.50.070).

22.3 Any variance or administrative approval process authorized by the LUDR shall follow the City's process set forth in the Richland Municipal Code for variance and other administrative approvals.

22.4 Any amendments to the development regulations in the LUDR or the required green infrastructure improvements set forth in Exhibit D, shall follow the development regulation amendment process set forth in RMC chapter 19.90.

23. **CONSISTENCY DETERMINATION REQUIRED FOR ALL DEVELOPMENT APPROVALS.**

23.1 All development approvals for any site plan, short plat, subdivision, binding site plan or building permit that are not categorically exempt from environmental review under the City Code, shall include a Planned Action Consistency Determination ("PACD"). The PACD

shall contain the information set forth in paragraph 9.3 above. The conditions of the PACD shall be included as conditions of approval for the underlying application.

23.2 All development approvals for any site plan, short plat, subdivision, binding site plan, or building permit shall include a Master Agreement Consistency Determination ("MACD"). The MACD will be issued by the Planning Manager after review by the BMS Master Agreement Administrator (See paragraph 23.3).

23.3 No MACD shall be issued until Nor Am has had 10 business days to review the application in order to provide the City with a recommendation on the draft MACD that indicates how the application is in compliance with the Master Agreement in general, and the LUDR in particular, and any recommended changes that need to be made in order to make the application consistent with the LUDR and the Master Agreement. More detailed discussion of the MACD is set forth in LUDR section 1.H. The LUDR refers to the Badger Mountain South Master Agreement Administrator ("MAA"). Until Nor Am delegates its authority in accordance with paragraph 24.3 below, all references to the MAA shall be construed to mean the Nor Am representative identified in paragraph 24.2. If Nor Am does not respond to the MACD application within 10 days, the City is authorized, but not required, to make a decision on the MACD without Nor Am's input.

23.4 In order to expedite the review process, the applicant may seek a pre-submittal meeting with the MPAC to obtain a draft MACD prior to submitting its application to the City. If the applicant submits the draft MACD from the MAA with its application, then the 10-day review period set forth in paragraph 22.3 shall not apply.

23.5 If the MACD finds that the application is consistent with the Master Agreement and the LUDR, then the application shall not be modified without first obtaining a new MACD, after review by the MAA in accordance with the provisions of paragraphs 22.3 and 22.4.

23.6 If the MACD finds that the application is not consistent with the Master Agreement and the LUDR, then the MACD shall set forth the added conditions that are necessary in order for the application to be consistent with the MACD and the LUDR. Those conditions shall be required conditions of approval for the underlying application. The application shall not then be modified without first obtaining a new MACD, after review by the MPAC in accordance with the provisions of paragraphs 22.3 and 22.4.

23.7 If the Planning Manager finds that the application cannot be sufficiently conditioned to make it consistent with the Master Agreement and the LUDR, then the application shall be denied.

24. **DESIGNATED REPRESENTATIVE FOR EACH PARTY.**

24.1 Representative of City. Rick Simon, as the Environmental Official and Planning Manager for the City of Richland shall be the designated person with overall responsibility in connection administering the Master Agreement on behalf of the City.

24.2 Representative of Nor Am. Lawrence J. White shall be the designated person for Nor Am Investment, LLC with overall responsibility in connection with administering the Master Agreement on behalf of Nor Am. The Nor Am representative for this purpose shall be referred to as the “Badger Mountain South Master Agreement Administrator (“MAA”).”

24.3 Nor Am shall be responsible for funding the MAA position and having the Administrator be a person that has an in depth knowledge of the Master Agreement, the related documents, and the City’s processes and procedures related thereto. Nor Am may be released from the obligation to fund the MAA in the same method and manner that it is released from its obligation to provide for ongoing maintenance as set forth in paragraph 20.1, or if the obligation is assumed by another entity that, in the City’s reasonable discretion, is determined to have sufficient revenues to fund.

25. **DUTIES OF THE BMS MASTER AGREEMENT ADMINISTRATOR AND CITY AUTHORITY TO ENSURE COORDINATED DEVELOPMENT OF REQUIRED INFRASTRUCTURE.**

25.1 The designated representatives identified in Paragraph 24 shall meet on a regular basis, but no less than quarterly to discuss; 1) the development of Badger Mountain South; 2) the order of construction, timing and funding for necessary improvements; 3) the preparation and implementation of other agreements necessary to carry out the intent and purpose of the Master Agreement; 4) the anticipated sale of development sites within the Badger Mountain South; 5) anticipated timing for submittal of development permit applications within the succeeding 6 month period; 5) such other matters as are deemed by other party to be matters that need to be discussed in order to assist in the timely and orderly development of Badger Mountain South the position. The City reserves the right to approve any change in the BMS Master Agreement Administrator and said approval shall not be unreasonably withheld.

25.2 The BMS Master Agreement Administrator will be responsible for coordinating the activities of private developers within Badger Mountain South to insure compliance with the LUDR, orderly extension of infrastructure, development of required improvements and planning for future mitigation measures.

25.3 The orderly extension of infrastructure and coordinated payment for, and construction of, required mitigation, including, without limitation, mitigation identified in this Master Agreement and Exhibit B are of primary concern to the City. As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development’s share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South.

25.4 It is intended by the parties that the infrastructure improvements will be timely implemented as part of the City’s already established permitting process. The parties will, as part of their regular consultation process, review the progress of this approach and if appropriate to keep the development progress proceeding in an orderly manner, adopt other infrastructure or

mitigation funding mechanisms. The parties agree however, that infrastructure improvements that are necessary to mitigate the impacts of any development shall be installed so that the mitigation measure has been constructed before the impact occurs. If required infrastructure or mitigation measures are not sufficiently funded through the mechanisms established this Master Agreement, the City shall have the right to adopt infrastructure or mitigation funding mechanisms, including but not limited to Badger Mountain South-specific per unit fees, impact fees, or local improvement districts, to ensure the orderly extension of infrastructure and construction of required mitigation within Badger Mountain South.

26. **NOTICES.**

26.1 Any notice or communication required by this Agreement between the City and Nor Am must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the party to who it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: Nor Am Investment, LLC

Lawrence J. White
12513 Avenue DuBois
Lakewood, WA 98498
Facsimile: (253) 582-3652
Email: LJWhiteMD@aol.com

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848
Email: ldc@vsilawgroup.com

To: City of Richland

Cindy Reents
City Manager
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7379
Email: creents@ci.richland.wa.us

With a copy to:

Heather Kintzley
City Attorney
City of Richland
505 Swift Blvd.
Richland, WA 99352

Facsimile: (509) 942-7689
Email: hkintzley@ci.richland.wa.us

With a copy to:

Rick Simon
Development Services Manager
City of Richland
840 Northgate Drive
Richland, WA 99352
Facsimile: (509) 942-7764
Email: rsimon@ci.richland.wa.us

26.2 Either party, by giving 10 days notice, may at any time change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 24.1.

27. **BINDING EFFECT; ASSIGNABILITY.**

27.1 This Master Agreement shall bind and inure to the benefit of the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties.

27.2 The City reserves the right to approve the assignment to any third parties of the personal obligations of Nor Am set forth in Paragraph 27.4 of this Master Agreement, with such approval not to be unreasonably withheld.

27.3 This Master Agreement shall run with the land and shall be binding on the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties. All future development shall be consistent with the LUDR.

27.4 The obligations set forth herein shall not be personal obligations, but shall be obligations and commitments running with the land, except for the City's financial commitments, obligations and benefits under Section 14 and 15 and Nor Am's financial commitments, obligations and benefits under Sections 13, 14, 15, 17, 20 and 24.

27.5 Unless otherwise agreed to by the City, the sale of property within Badger Mountain South shall not relieve Nor Am of any of its obligation under 27.4 above.

28. **NO THIRD PARTY BENEFICIARIES.**

28.1 This Agreement is between Nor Am and the City. This Agreement is not intended to, and shall not be construed as benefitting third-parties.

28.2 Unless otherwise specified in this Agreement, neither the City or Nor Am shall be obligated to construct or extend construct utility or transportation infrastructure within Badger Mountain for the benefit of any particular future development.

29. **REPRESENTATIONS AND WARRANTIES**

Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she shall defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement shall have been duly entered into by the Parties, shall constitute as against each Party a valid, legal and binding obligation that shall run with the land, and shall be enforceable against each Party in accordance with the terms herein.

30. **DEFENSE OF AGREEMENT AND WAIVER OF CLAIMS.**

30.1 Upon the City's request, Nor Am agrees to defend, at its expense, and with its choice of legal counsel, the City relative to any challenge to the validity of any provision of the Master Agreement and any attachments thereto. Notwithstanding the foregoing, the City would remain responsible for defending actions brought by third-parties arising from the City's application of the Master Agreement to a particular development application.

30.2 Nor Am acknowledges that it has done a thorough feasibility analysis of the development model that it has proposed and acknowledges that the City does not make any guarantees or warranties, express or implied with regards to the suitability for development of the Badger Mountain South property or the financial viability of the development that would occur pursuant to the Master Agreement. NorAm is relying on their own analysis of the market conditions and availability of infrastructure at an affordable cost and agrees that it will not bring a claim against the City if its economic expectations are not realized.

31. **EXHIBITS.**

31.1 The following are the Exhibits that are a part of the Master Agreement and are incorporated herein by reference:

Exhibit A	Legal Description for Badger Mountain South
Exhibit B	Environmental Mitigation Conditions
Exhibit C	Land Use Development Regulations (LUDR)
Exhibit D	Green Infrastructure
Exhibit E	Wine Village Conceptual Drawing
Exhibit F	Legal Description for South Orchard Park
Exhibit G	Legal Description for West Village Park
Exhibit H	Summary of Credits, Offsets, and Obligations
Exhibit I	Draft Memorandum of Agreement for recording

32. **NO PRESUMPTION OF DRAFTSMANSHIP BY EITHER PARTY.**

32.1 The Master Agreement has been reviewed and revised by both parties and has been the subject of public hearings. No presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of the Master Agreement.

33. **CAPTIONS.**

33.1 The captions are for ease of reference and are not considered substantive provisions of the Master Agreement, nor shall they be given any weight in determining the interpretation of any provision of the Master Agreement

34. **SEVERABILITY.**

34.1 If any provision of the Master Agreement is determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect, subject to the provisions of paragraph 27.2.

34.2 If any provision or provisions of the Master Agreement are determined to be unenforceable, then the Parties agree to negotiate in good faith a substitute provision or provisions that would accomplish the intent and purpose of the invalid provision in a method and manner that would be legal.

34.3 In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the this Agreement, or any subsequent action taken by the parties to implement the Master Agreement conditions, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel, subject to the provisions of paragraph 27.4.

35. **AGREEMENT TO BE RECORDED.**

35.1 The parties shall sign the Memorandum of Agreement attached as Exhibit I and record it against the real property legally described in Exhibit A, as well as against each of the tax parcels within Bader Mountain South that exist on the Master Agreement Commencement Date. Nor Am shall pay the costs of recording.

36. **JURISDICTION AND VENUE.**

36.1 The Master Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Master Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Master Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

37. **COOPERATION IN EXECUTION OF DOCUMENTS.**

37.1 The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Master Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Master Agreement.

38. **FINAL AND COMPLETE AGREEMENT.**

38.1 This Master Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Badger Mountain South development. This Master Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Master Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Master Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Master Agreement and the exhibits hereto.

CITY OF RICHLAND:

NOR AM INVESTMENT, LLC

By: 

Cindy Reents, ICMA-CM

Its: City Manager

By: 

Lawrence J. White

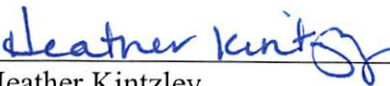
Its: Manager

ATTEST:

By: 

 Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

By: 

Heather Kintzley

Its: City Attorney

**EXHIBIT A
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR BADGER MOUNTAIN SOUTH**

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;
EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465.

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;
Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;
thence South 77°57'14" East, 2389.11 feet;
thence South 83°23'24" East, 1450.14 feet;
thence South 48°00'49" East, 1013.41 feet;
thence South 28°44'51" East, 566.24 feet;
thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;
AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,
EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,
ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;
AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007, under Auditor's File No. 2007-013594, records of Benton County, Washington.

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying Southerly and Westerly of the following described line:

Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

EXHIBIT B
To
MASTER AGREEMENT
ENVIRONMENTAL MITIGATION CONDITIONS

1. To mitigate potential **Erosion and Soil Stability** impacts during construction:
 - 1.1 Implement erosion control measures per City of Richland requirements.
Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
 - 1.2 Water exposed areas during construction in accordance with local air-quality agency requirements.
 - 1.3 Compact soils at densities appropriate for planned land uses.
2. To mitigate **Air Quality** impacts during construction, develop a dust control plan prior to construction and comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.
3. To mitigate **Surface Water** impacts, use the Washington State Department of Ecology's Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology design. All stormwater improvements are identified, sized and related to development activity in identified basins. A treatment BMP shall be used for each entire pond basin or individual BMPs shall be used on a project by project basis.
4. To mitigate **Noise** impacts from construction, comply with existing city noise regulations.
5. To mitigate **Transportation** impacts the following mitigation measures will be taken:
 - 5.1 Traffic mitigation measures for the first 1000 PM peak hour trips is as follows (for transportation impact purposes this is known as Phase 1):
 - 5.1.1 Dallas Road
Phase 1 of the Badger Mountain Subarea is expected to add roughly 900 trips to Dallas Road just north of the I-82 ramps during the PM peak hour, and over 9,400 daily trips. While Dallas is currently a high speed, low-volume road with significant excess capacity, the additional volumes would require the roadway to be widened to a four-lane cross section between the site and the I-82 WB ramp intersection. Dallas Road north of the site should be adequate as a two-lane section.

Mitigation Trigger:
Lanes will be added when Dallas Road intersections require them due to LOS deficiencies. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.
 - 5.1.2 Dallas Road and Project Access
While the access configurations are not known at this time, some preliminary analysis indicates that a major project access could require dual left turn lanes for the westbound approach. Dallas Road would require left turn lanes at project entrances, and right turn lanes would be advisable.

Mitigation Trigger:

Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. Specific site improvements will occur to meet the City of Richland's adopted LOS.

5.1.3 Dallas Road and I-82 EB Ramps

This intersection would see heavy delays for the left turn from the off ramp onto Dallas Road. MUTCD Warrant 3 is met for the PM peak hour. Recommended mitigation for this intersection is widening on Dallas Road for a left turn lane for the southbound to eastbound turn onto the on ramp. In addition, the eastbound off-ramp approach should be widened for a separate left turn lane. Finally, the intersection should be signalized.

Mitigation Trigger:

Turn lane improvements shall be made when at the 600 p.m. peak trip level and the traffic signal shall be installed at the 750 p.m. peak trip level.

5.1.4 Dallas Road and I-82 WB Ramps

While this intersection would meet MUTCD Warrant 3 for the PM peak hour, delays at this location would not be as severe as at the I-82 EB ramp intersection. Recommended improvements include a free right turn lane for the I-82 WB off ramp approach (this movement becoming the additional travel lane required on Dallas between I-82 and the project as listed above), and a free right turn drop lane for the turn from Dallas onto the NB on ramp. Finally, the eastbound Dallas approach should be widened for a left turn lane for the eastbound left turn onto the on ramp. This would be a continuation of the left turn lane widening for the EB ramp intersection (continuous 3-lane section for Dallas between the two ramp intersections, assuming adequate space is available under the I-82 overpass). This intersection should be monitored for signal warrants as the project develops.

Mitigation Trigger:

Improvements shall be constructed when at the 600 p.m. peak trip level. Further analysis of traffic signal warrants will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.5 Dallas Road and Badger Mountain Parkway

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets on Dallas Road. The intersection could operate adequately with stop control for Badger Mountain Parkway at roughly up to 60% of Phase 1 volumes, or 7.5% of full build out. At higher volumes, a signal should be considered to mitigate delays. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach.

Mitigation Trigger:

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets. The intersection could operate adequately with stop control for Badger Mountain Parkway at up to the 600 p.m. peak trip level. At that level of development, a traffic signal shall be constructed. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.6 Queensgate Drive & I-182 EB Ramps

This intersection should perform adequately with project traffic assuming WSDOT improvements are in place.

5.1.7 Leslie Road & Badger Road

This intersection is to be reconstructed from its current all-way stop configuration to a roundabout, as listed in the City of Richland TIP. Performance at this intersection is expected to be adequate at LOS B.

5.2 Transportation Mitigation beyond Phase 1 of Badger Mountain South

Analysis of on-site mitigation improvements will be tied to each new 500 peak p.m. trips generated within in Badger Mountain South and as follows:

5.2.1 Badger Mountain Parkway

Badger Mountain Parkway will be completed at a rate that will cause full completion to occur on or before 50% development of the entire Badger Mountain South site, i.e., 10% of site development will trigger 20% of parkway to be completed.

5.2.2 Market Street

Market Street will be completed on or before 50% build out of the East Market neighborhood.

5.2.3 Orchard Green Parkway

Orchard Green Parkway will be completed on or before 50% build out of the South Orchard neighborhood.

5.2.4 Local and Collector Streets

Improvements within Badger Mountain South will be made on a project-specific basis to serve the project and foster connectivity within and among neighborhoods, using the road standards identified in the LUDR and providing two avenues of access to each residential structure.

5.3 For off-site improvements beyond Phase 1:

After the Phase 1 threshold has been reached, and the Phase 1 improvements constructed, a Traffic Impact Analysis (TIA) will be provided to the city by the master developer at every point when 500 p.m. peak hour trips are generated from the Badger Mountain South development. The analysis shall be made using the city's traffic impact formulas for general applicability throughout the city that are in effect at the time the need for the TIA is triggered. The master developer will pay its fair share of improvements that are identified in the TIA as being needed to mitigate the effects of the additional 500 p.m. peak hour trips. The fair share payment shall be paid within 30 days after the city's acceptance of the TIA.

6. To mitigate **Potable Water** impacts the following mitigation measures will be taken:

6.1 Service to Badger Mountain South will require both on-site and off-site water system improvements.

6.2 A list of all of the proposed improvements is as follows:

- Approximately 1.0 Million gallons of water storage facilities located on the west side of Badger Mountain

New Tapteal 4 Pump Station located near the west end of the existing City distribution system.

Approximately 1.0 Million gallons of water storage facilities located on the east side of Badger Mountain

- New Tapteal 4 Pump Station located near the end of Meadow Hills Drive
- Two wholesale water distribution connections from the City's water system to the BMID distribution system.
- Approximately 2,300 lineal feet of 20" water mains, 600 feet of which is within Badger Mountain South and 1,700 feet off-site.
- Approximately 40,700 lineal feet of 16" water mains, of which 25,000 lineal feet is within Badger Mountain South, 10,500 feet is off site but intended to serve Badger Mountain South, and 5,200 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.
- Approximately 39,300 lineal feet of 12" water mains, of which 23,000 lineal feet is within Badger Mountain South, 5,500 feet is off site but intended to serve Badger Mountain South, and 10,800 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.
- Approximately 6 Pressure Reducing Valves (PRV's) to maintain separation between BMID Zone 1 and BMID Zone 3.

Upstream improvements to the pumps and pipes in Tapteal 1, 2 and 3 as identified in the City's water model.

6.3 Improvements will be constructed in phases as development progresses. All proposed improvements will be designed and constructed in accordance with the City of Richland standards.

6.4 Additional techniques will be used to reduce water consumption overall in the development of the Badger Mountain South master planned community. First, incorporating the use of xeriscaping techniques including the use of native and other drought tolerant plants that have adapted to dry conditions and require less water once established. Second, residential and commercial structures will include low-flow and water-efficient appliances. Developers of commercial structures will be encouraged to consider the use of "green roofs" or "cool roofs" on their buildings. All private homeowners associations will be provided education materials for their membership that identifies household water conservation methods.

7. To mitigate **Sanitary Sewer** impacts the following mitigation measures will be taken: The Badger Mountain South development will require 10 different capital improvements to mitigate the impacts to the City of Richland's current sewer system. The need for these improvements is triggered by the addition of new customers to the sewer system. Each project as identified below is triggered by a different number of equivalent residential units (ERU's). One ERU is defined as 200 gallons per day. Capital improvement projects were identified for

all offsite improvements and for all on-site improvements resulting in a sewer pipe diameter of 10" or larger. Following are the capital improvements:

7.1 On-site improvements include 3,000 lineal feet of new 15" sewer that conveys flows from the West Vineyard and West Village Basins to the Badger West Lift Station. Off-site improvements include 15,000 lineal feet of new 10" forcemain (or equivalent) to convey flows from the Badger West Lift Station to the west end of Strawberry Roane Lane in the Country Ridge Subdivision. The need for this project is triggered by development in the Badger West Basin.

7.2 On-site improvements include the Badger East Lift Station, approximately 6,900 lineal feet of 8" forcemain (or equivalent), and 4,200 lineal feet of new 10", 15", and 18" sewers. The need for this project is triggered by development in the Badger East Basin.

7.3 On-site improvements include 2,600 lineal feet of new 10" sewer and 1,900 lineal feet of new 12" sewer that convey flows from Wilson/Other Basin A, East Garden Basin, East Market Basin, and South Orchard Basin towards the Badger East Lift Station. The need for this project is triggered by development within tributary basins.

7.4 On-site improvements include 3,300 lineal feet of new 10" sewer that conveys flows from Wilson/Other Basin A towards the Badger East Lift Station. The need for this project is triggered by development within the Wilson Basin A.

7.5 Off-site improvements include 3,000 lineal feet of new 8" sewers to serve the Wilson/Other Basin B. The need for this project is triggered by development within Wilson Basin B.

7.6 Off-site improvements include the upsizing of 2,450 lineal feet of existing 8" sewers to 12", 18", and 21" sewers. The need for this project is triggered by the construction of 1,100 ERU's within the Badger Mountain Subarea.

7.7 Off-site improvements include the upsizing of 1,850 lineal feet of existing 8" sewers to 15", 18", and 21" sewers. The need for this project is triggered by the construction of 1,700 ERU's within the Badger Mountain Subarea.

7.8 Off-site improvements include the upsizing of 3,600 lineal feet of existing 12" sewers to 15", 18", 21", and 24" sewers. The need for this project is triggered by the construction of 2,000 ERU's within the Badger Mountain Subarea.

7.9 Off-site improvements include the upsizing of 3,700 lineal feet of existing 8" sewers to 12", 15", 18", & 21" sewers. The need for this project is triggered by the construction of 2,100 ERU's within the Badger Mountain Subarea.

7.10 Off-site improvements include the upsizing of 1,000 lineal feet of existing 15" and 21" sewers to 18", 24", & 27" sewers. The need for this project is triggered by the construction of 7,4 ERU's within the Badger Mountain Subarea.

8. To mitigate **Life Safety Services** impacts the following mitigation measures will be taken:

8.1 Two avenues of access will be provided to each residential structure to allow life-safety access.

8.2 All single family and duplex residential structures shall be constructed with a sprinkler system that meets NFPA standard 13-D.

8.3 A two-acre site for a new fire station facility will be dedicated in Badger Mountain South upon the city's determination that a new fire facility is needed.

9. To mitigate **Electrical Services** impacts the following mitigation measures will be taken:

9.1 A site up to two-acres in size and located in the northwest corner of Badger Mountain South, and adjacent to I-82, will be dedicated upon the city's determination that a new substation facility is needed.

9.2 Additional energy conservation measures are required for all development including:

- Achieve Energy Star certification applicable for the year of construction.
- Include passive and/or active means of allowing for both solar gain where used for passive solar heating as well as shading protection from unwanted solar gain.
- Include building space, conduits and roof support for future addition of solar hot water and PV systems on every building.
- Meet ANSI/ASHRAE/IESNA standards for all exterior lighting (Dark Sky Standards).
- Within residential structures, reduce energy demand for domestic hot water through the installation of either a solar hot water system or an on-demand hot water system.

10. To mitigate **Carbon Footprint** impacts the following mitigation measures will be taken:

10.1 Create development densities that support transit, walking and bicycling to reduce VMT and direct and indirect emissions from reduced parking facilities.

10.2 Develop with compact building design and mixed uses to reduce onsite fuel combustion emissions and purchased electricity consumption.

10.3 Require the planting of new street trees, establishing new greenways, and require solar-readiness in all development to reduce onsite fuel combustion emissions and purchased electricity plus enhance carbon sink.

10.4 Require the use of water conserving fixtures that exceed building code requirements and use drought-tolerant landscaping to reduce water consumption.

10.5 Require the use of low-VOC paints and building materials in all development to reduce fugitive emissions and indirect emissions.

10.6 Develop as a walkable and sustainable community in order to reduce sprawl and direct and indirect VMT.

11. To mitigate **School** impacts the following mitigation measures will be taken:

11.1 The school sites identified in the LUDR land use map as school sites and that are currently within the Richland School District, are intended to be used for the construction of two elementary schools and a middle school. By making these sites available for acquisition for the construction and operation of schools for the children intended to live within Badger Mountain South and the Richland School District (RSD) boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites (Kennewick School District has already acquired a site from Nor Am that is located within Badger Mountain South as well as

in the Kennewick School District that will service the children within Badger Mountain South if and when a school is constructed on the site). The sites within the Richland School District that are identified as school sites shall remain available for acquisition by the Richland School District, or such other entity as is authorized by the State of Washington to operate an elementary school or middle school, until such time as Nor Am provides a census of the students living in the area with BMS and the RSD that shows there are currently children residing in that area that would reach 80 percent of the capacity of the average design capacity for then existing Richland School District Middle schools, in case of the Middle School site, and elementary schools in case of an elementary school site, not including portables. Nor Am will then give the Richland School District notice, with a copy to the City, of the census results, and the RSD, or such other entity as is authorized by the State of Washington to operate an elementary school, or middle school, shall then have two years to purchase the school site. The purchase price for the RSD shall not be more than the fair market value of the property at the time the census is provided to the RSD. If the RSD, or another entity authorized by the State of Washington to operate an elementary school or middle school, does not purchase the property within the two year period, then Nor Am may sell and/or develop the applicable school site for which the census applied, either for school purposes, or any other use permitted in the BMS-NG district or the Civic District.

11.2 The school site identified in the LUDR land use map as school site and that is currently within the Kennewick School District is intended to be used for the construction of an elementary school. By making this site available for acquisition for the construction and operation of a school for the children intended to live within Badger Mountain South and the Kennewick School District boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites within the Kennewick School District. The Kennewick School District has already acquired the site from Nor Am.

END OF MITIGATION CONDITIONS.

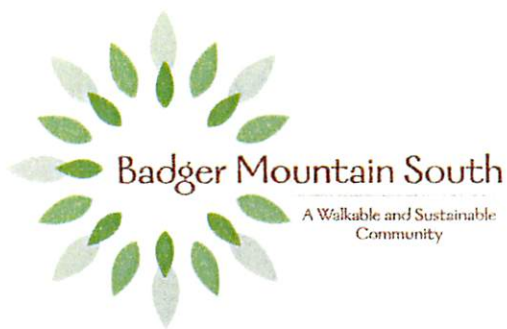
**EXHIBIT C
TO
MASTER AGREEMENT
LAND USE DEVELOPMENT REGULATIONS (LUDR)**

Exhibit C is a Separate Document Entitled:

Land Use & Development Regulations
With an Issue Date of: December 7, 2010

The cover page of which has been signed by the City Manager.
That document is incorporated by reference.

**EXHIBIT D
TO
MASTER AGREEMENT
GREEN INFRASTRUCTURE**



**Green Infrastructure Improvements
5,000 Residential Units**

*Note – Primary & Secondary Trail segments within the Neighborhoods will be constructed in association with adjacent street improvements

1. Badger Mountain Hub

Improvements

- 5,500 LF – Urban Trail (to be designed and constructed as part of the Destination Retail development)
- 2,900 LF – Secondary Trail
- 3,500 LF - Greenbelt

2. West Vineyard Neighborhood – 900 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #4	45 RU
○ Local Park #2 – Phase 1	110 RU
○ 1,800 LF – Primary Trail 1,800 LF Greenbelt	75 RU
○ 3,000 LF – Primary Trail 3,000 LF Greenbelt	120 RU
○ Local Park #3	65 RU
○ 1,800 LF – Primary Trail 1,800 LF - Greenbelt 600 LF – Secondary Trail	75 RU
○ The Reserve: 1/4 of Landscape Improvements 4,400 LF – Primary Trail 800 LF – Secondary Trail	150 RU
○ Local Park #2 – Phase 2	200 RU
○ <u>Block Parks (to be distributed) – 1.8 Acres</u>	60 RU
	900 RU

Note: Neighborhood Park #1 will be developed as a community-wide facility as part of the East Garden neighborhood.

3. West Village Neighborhood – 1,320 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #3	45 RU
○ Village Green	235 RU
○ Median Park 1,400 LF – Secondary Trail	65 RU
○ Local Park #1 1,800 LF Primary Trail 1,800 LF – Greenbelt	130 RU
○ The Ravine: Landscape Improvements 2,700 LF – Primary Trail	80 RU
○ Local Park #2	50 RU
○ 4,000 LF – Primary Trail 4,000 LF - Greenbelt	150 RU
○ 2,800 LF – Primary Trail 2,800 LF – Greenbelt	105 RU
○ The Reserve: ½ of Landscape Improvements Open Play Field 5,000 LF – Primary Trail 2,000 LF – Secondary Trail Dog Park	310 RU
○ The Ravine: 6,900 LF – Secondary Trail Site Furnishings Multi-Station Exercise Course	65 RU
○ <u>Block Parks (to be distributed) – 2.7 Acres</u>	85 RU

1,320 RU

4. East Garden Neighborhood – 870 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #2	45 RU
○ 1,500 LF – Primary Trail 1,750 LF – Secondary Trail 3,250 LF – Greenbelt	100 RU
○ Local Park #1 (West Vineyard)	300 RU
○ The Reserve: 1/4 of Landscape Improvements 5,000 LF – Primary Trail 1,400 LF Secondary Trail (3) Picnic Areas	210 RU
○ Local Park #1	120 RU
○ 2,300 LF - Secondary Trail 2,300 LF – Greenbelt 650 LF – Equestrian Trail	35 RU
○ <u>Block Parks (to be distributed) – 1.8 Acres</u>	60 RU
	870 RU

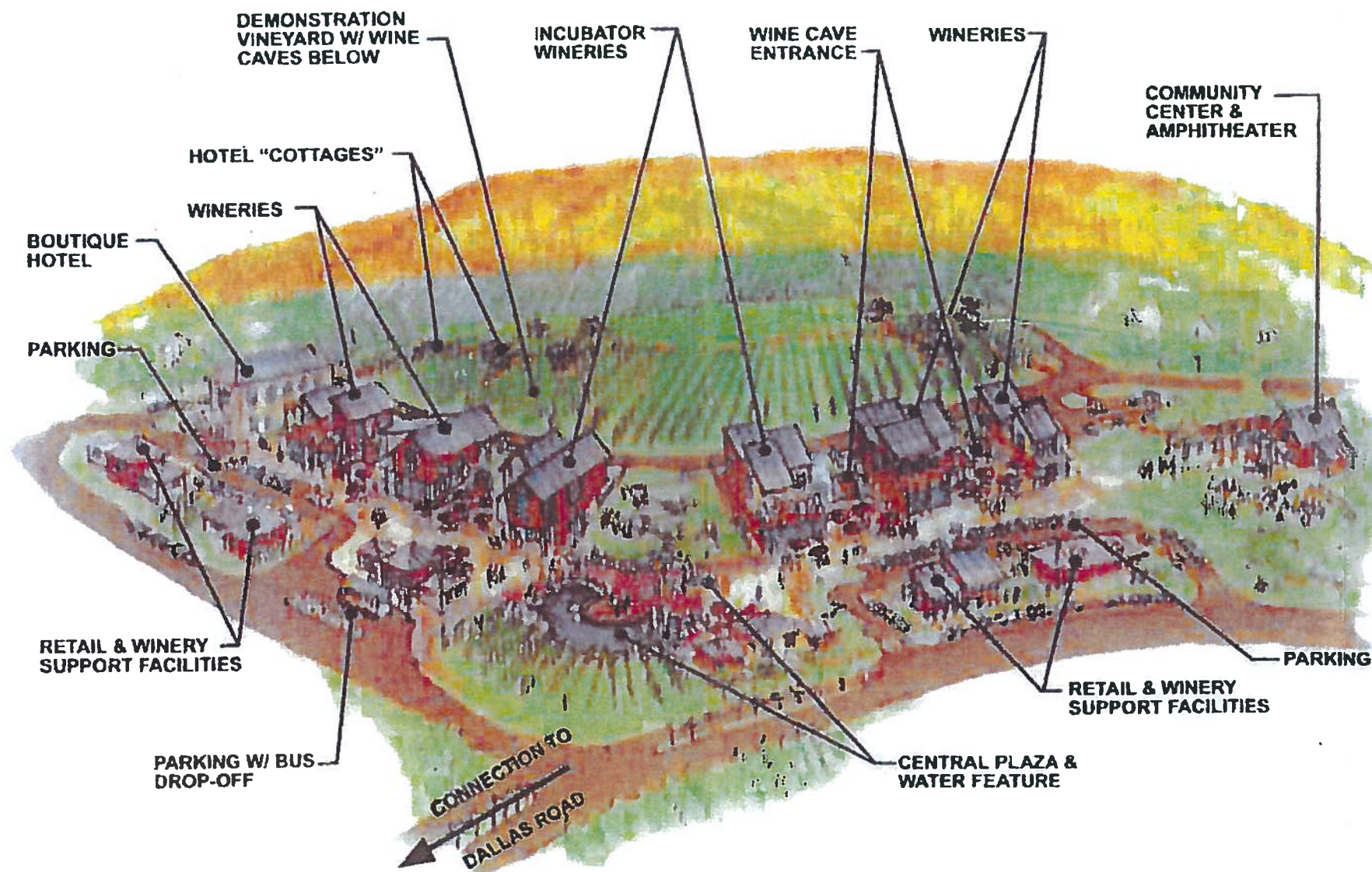
5. East Market Neighborhood – 1,150 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #1 (w/Public Library)	50 RU
○ Median Park 1,900 LF – Secondary Trail	75 RU
○ Farmers Market Plaza Local Park #2	65 RU
○ The Reserve: Activity Courts & Sand Volleyball 3,100 LF – Secondary Trail Site Furnishings Children’s Playground	250 RU
○ Local Park #3	120 RU
○ 2,400 LF – Primary Trail 2,400 LF – Greenbelt	100 RU
○ The Orchard Green: 5,000 LF – Primary Trail 2,700 LF – Secondary Trail 1/2 of Landscape Improvements Community Garden w/Orchard 3,300 LF – Equestrian Trail Water Feature	400 RU
○ <u>Block Parks (to be distributed) – 2.3 Acres</u>	90 RU
	1,150 RU

6. South Orchard Neighborhood – 760 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #2	40 RU
○ 2,500 LF – Primary Trail 2,500 LF – Secondary Trail 5,000 LF – Greenbelt	140 RU
○ Local Park #1	230 RU
○ 2,000 LF – Primary Trail 2,000 LF – Secondary Trail 4,000 LF - Greenbelt	90 RU
○ 2,800 LF – Secondary Trail 4,200 LF – Greenbelt	50 RU
○ The Orchard Green: 5,300 LF – Primary Trail 2,700 LF – Secondary Trail 1/2 of Landscape Improvements Open Play Field Dog Park (3) Picnic Areas Site Furnishings	160 RU
○ <u>Block Parks (to be distributed) – 1.4 Acres</u>	50 RU
	760 RU

EXHIBIT E
TO
MASTER AGREEMENT
WINE VILLAGE CONCEPTUAL DRAWING



BADGER MOUNTAIN SOUTH: A WALKABLE AND SUSTAINABLE COMMUNITY

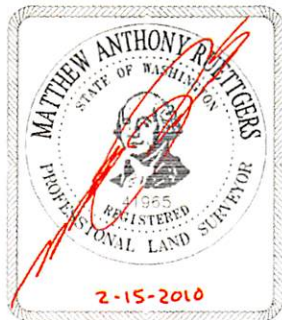
JUNE 7, 2000

RICHLAND
NOR AM

**EXHIBIT F
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR SOUTH ORCHARD PARK**

A portion of the Northeast, Southeast, Southwest, and Northwest $\frac{1}{4}$ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the centerline, centerline intersection of Reata Road and Badger Mountain Parkway, as shown on the Plat of Reata Ridge; thence North $00^{\circ}11'38''$ West - 230.34 feet, on the centerline of said Badger Mountain Parkway to a point of curve; thence continuing on said centerline 305.38 feet on the arc of a 600.00 foot radius curve to the left, whose central angle is $29^{\circ}09'41''$, and chord bears North $14^{\circ}46'29''$ West - 302.09 feet to its intersection with the centerline of Country Club Way; thence continuing on said Badger Mountain Parkway centerline, 50.15 feet on the arc of a 600.00 foot radius curve to the left, whose central angle is $04^{\circ}47'20''$, and chord bears North $31^{\circ}45'00''$ West - 50.13 feet to the terminus point of said centerline, lying on the Northerly boundary of the Plat of Reata Ridge; thence 21.43 feet on the curve of a 600.00 foot radius curve to the left, whose central angle is $02^{\circ}02'45''$, and chord bears North $35^{\circ}10'02''$ West - 21.42 feet to a point of reversing curve; thence 12.56 feet on the arc of a 600.00 foot radius curve to the right, whose central angle is $01^{\circ}11'59''$, and chord bears North $35^{\circ}35'25''$ West - 12.56 feet to a point of tangent; thence North $34^{\circ}59'26''$ West - 758.34 feet to a point; thence South $55^{\circ}00'34''$ West - 193.78 feet to a point of curve; thence 60.73 feet on the arc of a 100.00 foot radius curve to the right, whose central angle is $34^{\circ}47'51''$, and chord bears South $72^{\circ}24'30''$ West - 59.80 feet to a point of tangent; thence South $89^{\circ}48'25''$ West - 953.46 feet; thence North $00^{\circ}11'35''$ West 37.50 feet to a point; thence 400.68 feet on the arc of a 462.50 foot radius curve to the right, whose central angle is $49^{\circ}38'14''$, and chord bears North $65^{\circ}22'28''$ West - 388.27 feet to a point; thence North $40^{\circ}33'21''$ West - 125.84 feet to a point; thence North $49^{\circ}26'39''$ East - 650.33 feet to the **True Point of Beginning**; thence continuing North $49^{\circ}26'39''$ East - 526.94 feet to a point of curve; thence 87.07 feet on the arc of a 289.00 foot radius curve to the left, whose central angle is $17^{\circ}15'47''$, and chord bears North $40^{\circ}48'46''$ East - 86.75 feet to a point; thence South $72^{\circ}51'37''$ East - 52.28 feet to a point of curve; thence 37.82 feet on the arc of a 125.00 foot radius curve to the left, whose central angle is $17^{\circ}20'02''$, and chord bears South $81^{\circ}31'37''$ East - 37.67 feet to a point; thence North $89^{\circ}48'22''$ East - 192.13 feet to a point; thence South $00^{\circ}11'38''$ East - 515.92 feet to a point; thence South $89^{\circ}48'22''$ West - 626.83 feet to a point; thence North $40^{\circ}33'21''$ West - 171.21 feet to the True Point of Beginning, and the terminus point of this description. All lying in the Northeast, Southeast, Southwest, and Northwest $\frac{1}{4}$ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 6.59 acres, more or less.



**EXHIBIT G
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR WEST VILLAGE PARK**

A portion of the Southeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Section 32; thence North $02^{\circ}33'53''$ East, 1006.14 feet on the East line of said section to a point; thence leaving said East line, South $89^{\circ}08'34''$ West, 360.64 feet to the **True Point of Beginning**; thence South $89^{\circ}08'34''$ West, 754.23 feet to a point; thence North $00^{\circ}51'26''$ West, 771.80 feet to a point; thence South $89^{\circ}08'34''$ West, 671.21 feet to a point; thence North $00^{\circ}51'26''$ West, 418.20 feet to a point; thence North $89^{\circ}08'34''$ East, 189.80 feet to a point of tangent curve; thence 535.62 feet on the arc of a 500.00 foot radius curve to the left, whose central angle is $61^{\circ}22'37''$, and chord bears North $58^{\circ}27'15''$ East, 510.37 feet to a point; thence North $27^{\circ}45'57''$ East, 119.63 feet to a point; thence South $62^{\circ}14'11''$ East, 4.57 feet to a point of tangent curve; thence 1047.86 feet on the arc of a 2061.00 foot radius curve to the right, whose central angle is $29^{\circ}07'50''$, and chord bears South $47^{\circ}40'15''$ East, 1036.61 feet to a point of reversing curve; thence 187.97 feet on the arc of a 939.00 foot radius curve to the left, whose central angle is $11^{\circ}28'11''$, and chord bears South $38^{\circ}50'26''$ East, 187.66 feet to a point; thence South $45^{\circ}25'28''$ West, 188.03 feet to a point; thence South $00^{\circ}51'26''$ East, 566.00 feet to the **True Point of Beginning**. All lying in the Southeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 30.07 acres, more or less.

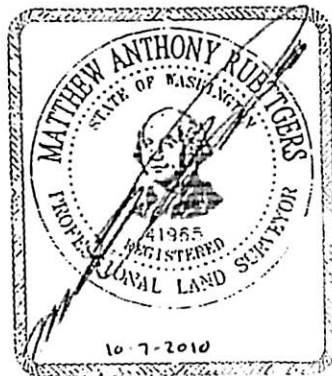
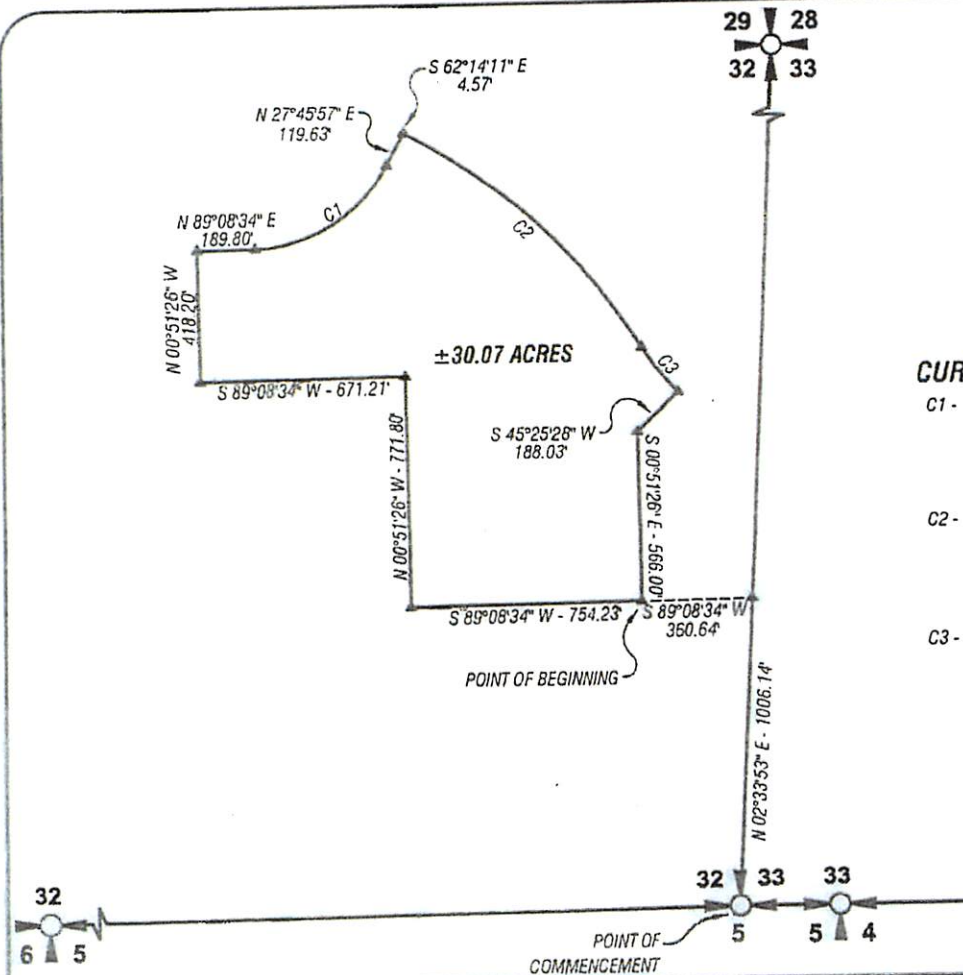


EXHIBIT G - PAGE 2
PARK PROPERTY PICTORIAL ILLUSTRATION
 LOCATED IN SE 1/4 OF SECTION 32,
 TOWNSHIP 9 NORTH, RANGE 28 EAST,
 W.M., BENTON COUNTY, WASHINGTON



CURVE TABLE:

C1 - $D=61^{\circ}22'37''$
 $L=535.62'$
 $R=500.00'$
 $CH=N 58^{\circ}27'15'' E - 510.37'$

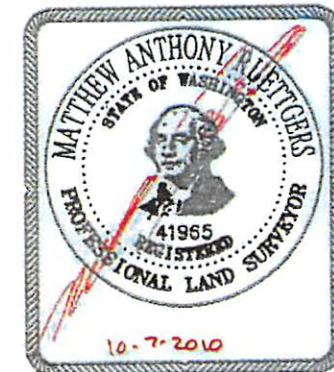
C2 - $D=29^{\circ}07'50''$
 $L=1047.86'$
 $R=2061.00'$
 $CH=S 47^{\circ}40'15'' E - 1036.61'$

C3 - $D=11^{\circ}28'11''$
 $L=187.97'$
 $R=939.00'$
 $CH=S 38^{\circ}50'26'' E - 187.66'$

NOT TO SCALE

LEGEND:

▲ CALCULATED POINT



PacWest ENGINEERING, LLC
 10209 Bridgeport Way SW, Suite C-1
 Lakewood, Wa. 98499
 Phone (253) 830-5960
 Fax (253) 830-5999

DWG: 07-540KSD.DWG

DATE: 10-07-2010

PROJECT: 07-540

RICHLAND
 NOR AM

**EXHIBIT H
TO MASTER AGREEMENT
SUMMARY OF CREDITS, OFFSETS AND OBLIGATIONS**

Nor Am Obligations	Master Agreement Section Reference
1. Design, construct and dedicate to the City, off site water and sewer lines needed to bring sewer capacity to the site and create sufficient water supply to insure fire flow.	Section 13
2. Unless otherwise provided, design, construct and dedicate to the service provider, all onsite infrastructure needed to support the planned development.	Sections 10, 13 and 19
3. Convey to the City one community park site of approximately 30 acres, and one neighborhood park site of approximately 5 acre. City will pay half the closing costs and grant a future park impact fee credit equal to pre-development value of the land.	Section 17
4. Construct and convey to the City a class one backbone trail of approximately 2 ¾ miles which connects neighborhoods, parks with the City wide trail system.	Section 17
5. Convey to the City other sites necessary to support the development of the project including streets, utility easements, an electrical sub-station site and a fire station site.	Section 18
6. Fund a Master Agreement Administrator who will be responsible for coordinating onsite development, insuring compliance with the LUDR, orderly extension of infrastructure and the timely development of required mitigation measures.	Sections 24 and 25
7. Require development within BMS to comply with all conditions of the Master Agreement including the LUDR, environmental mitigation conditions and the "Green Infrastructure Improvements".	Section 8
8. Monitor traffic and sewer flows to determine when mitigation measures are required and pay their pro-rata share of required off-site improvements.	Section 14
9. Maintain open spaces, non –City trails, and other community facilities, until such time the City deem the homeowners' association to have sufficient revenues to assume this responsibility.	Section 20

**EXHIBIT H
TO MASTER AGREEMENT
SUMMARY OF CREDITS, OFFSETS AND OBLIGATIONS**

City of Richland Obligations	Master Agreement Section Reference
1. Reimburse Nor Am for the cost of designing and constructing offsite improvements necessary to provide fire flow for the site and that portion of offsite sewer improvements needed to support commercial development near the Dallas Road interchange. The reimbursement shall occur at a rate equal to 50% of any surplus revenues generate from the project in excess of the City's cost to provide services.	Section 15
2. Construct a Community Park (30 acres) in phases based on number of residential building permits issued.	Section 17.5
3. Construct a Neighborhood Park (6 acres) in phases based on number of residential building permits issued.	Section 17.6
4. Accept into the City's trail system a backbone trail constructed by NorAm of approximately 2 ¾ miles in length.	Section 17
5. Place public improvements needed for BMS in the City's Capital Facilities plan, and Transportation Improvement Plan to insure eligibility for potential grants.	Sections 17 and 19
6. Use the approved EIS to determine mitigation measures which must be constructed with each development project within BMS.	Section 9
NorAm and City of Richland Joint Obligations	
1. Implement the standards contained in the Land Use and Development Regulations.	Section 10
2. Use best efforts to negotiate new service agreements with Benton PUD and BMID that insure electric and water service is obtained in a timely and cost-effective manner for the build-out of the project.	Section 12
3. Work with the Port of Kennewick to jointly fund the public elements of the proposed Wine Village.	Section 16

EXHIBIT I
To
MASTER AGREEMENT
DRAFT MEMORANDUM OF AGREEMENT FOR RECORDING

RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:

Thomas O. Lampson
City Attorney
City of Richland
975 George Washington Way
P.O. Box 190 MS-07
Richland, WA 99352

MEMORANDUM OF MASTER AGREEMENT

1. This Memorandum of Master Agreement is made by and between the CITY OF RICHLAND, a Washington municipal corporation, whose address is P.O. Box 190, Richland, Washington 99352 and NOR AM INVESTMENT, LLC, a Washington limited liability company whose address is 12513 Avenue DuBois, Lakewood, Washington 98498.

2. Agreements and the Property Affected.

2.1 The parties hereto entered into an agreement dated December 7, 2010, entitled "Agreement Between the City of Richland and Nor Am Investment, LLC Regarding the Community Known as Badger Mountain South" (the "Master Agreement"). The real

MEMORANDUM OF MASTER AGREEMENT
PAGE 1 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-1 OF 6

property affected by the Master Agreement is identified by Benton County Assessor's Tax Parcel Numbers 104881000001000, 104884030009000, 104884030010000, 104881000002006, 104884000001003, 129982000001000, 131981000001000, 132981000002001, 132981000002002, and 133983000001000; and is legally described in Exhibit "A" attached hereto ("Subject Property"). The term of the Master Agreement is for twenty years, commencing on the 9 day of February, 2011, and continuing through and including 8 day of February, 2031.

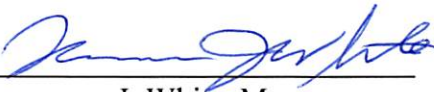
2.2 The Master Agreement referenced in paragraph 2.1 is a binding agreement that affects the right to develop the Subject Property. The Master Agreement is a public document on file with the City Clerk of the City of Richland, Washington and was approved by the City Council with the adoption of Resolution No. 77-10. The Master Agreement should be reviewed before purchasing any of the Subject Property.

3. The parties hereto have executed this Memorandum of Agreement this 9 day of February, 2011.

THE CITY OF RICHLAND

NOR AM INVESTMENT, LLC

By: 
Cindy Johnson, City Manager

By: 
Lawrence J. White, Manager

STATE OF WASHINGTON | ss.

MEMORANDUM OF MASTER AGREEMENT
PAGE 2 OF 6


RICHLAND

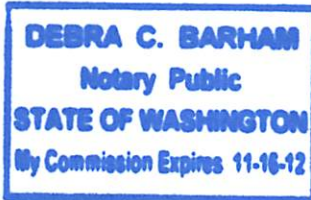

NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-2 OF 6

COUNTY OF BENTON

On this day personally appeared before me Cindy Johnson, to me known to be the individual described in and who executed the within and foregoing instrument in her capacity as City Manager for the CITY OF RICHLAND, and acknowledge that she signed the same as her free and voluntary act and deed in the capacity herein stated, for the uses and purposes therein mentioned.

Dated this 9 day of ~~December~~ ^{FEBRUARY 2011}, 2010.



Debra C. Barham
(Signature of Notary) DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at BENTON COUNTY
My appointment expires 11/16/12

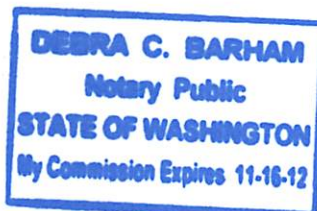
STATE OF WASHINGTON

ss.

COUNTY OF PIERCE

On this day personally appeared before me Lawrence J. White, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed in his capacity as Manager of NOR AM INVESTMENT, LLC, a Washington limited liability company, for the uses and purposes therein mentioned.

Dated this 9 day of ~~December~~ ^{FEBRUARY 2011}, 2010.



Debra C. Barham
(Signature of Notary)
DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at BENTON COUNTY
My appointment expires 11/16/12

MEMORANDUM OF MASTER AGREEMENT
PAGE 3 OF 6

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RICHLAND NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-3 OF 6

EXHIBIT A
TO
MEMORANDUM OF MASTER AGREEMENT

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;

EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

MEMORANDUM OF MASTER AGREEMENT
PAGE 4 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-4 OF 6

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465. Exhibit A to Master Agreement Page A-2 of 3

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;

Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;

thence South 77°57'14" East, 2389.11 feet;

thence South 83°23'24" East, 1450.14 feet;

thence South 48°00'49" East, 1013.41 feet;

thence South 28°44'51" East, 566.24 feet;

thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,

EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,

ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;

MEMORANDUM OF MASTER AGREEMENT
PAGE 5 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-5 OF 6

AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007,
under Auditor's File No. 2007-013594, records of Benton County, Washington. Exhibit A to
Master Agreement Page A-3 of 3

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County,
Washington, lying Southerly and Westerly of the following described line:
Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True
Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of
said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit
Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton
County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File
No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent
domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

Parcel "F":

Tracts "C" & "D" of the plat of Reata Ridge, according to the Plat thereof recorded in Volume
15 of Plats, Page 389, records of Benton County, Washington.

MEMORANDUM OF MASTER AGREEMENT
PAGE 6 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-6 OF 6

RESOLUTION NO. 117-15

A RESOLUTION of the City of Richland authorizing amendments to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Badger Mountain South Master Planned Community.

WHEREAS, RCW 36.70B.170-200 authorizes the City to enter into development agreements by resolution or ordinance that set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the City previously entered into a Master Agreement with Nor Am Investment LLC, through the adoption of Resolution No. 77-10 to govern the development of Badger Mountain South, a master planned community of 1480 acres located within the City of Richland; and

WHEREAS, the intent of the proposed Master Agreement is to (1) further the goals and policies of the City's comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City's financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation of environmental impacts and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions; and

WHEREAS, the City Council held a legally advertised public hearing to consider the proposed amendments to the Master Agreement on March 3, 2015; and

WHEREAS, the City Council recognizes that changes to the Master Agreement are necessary and desirable to provide additional flexibility and to reflect changed circumstances that have occurred over the past five year period;

WHEREAS, the City Council finds that the proposed amendments to the Master Agreement do not detract from the overall intent or purpose of the agreement;

WHEREAS, the Final Supplemental Environmental Impact Statement for the Badger Mountain Subarea Plan, dated August 23, 2010 has been adopted in fulfillment of the provisions of the State Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City Council accepts the proposed changes to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the community known as Badger Mountain South and authorizes and directs the City Manager to execute the Master Agreement on behalf of the City.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 16th day of June, 2015.



DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney



Preliminary Site Work Cost Est. - PHASE 1

SPEC	ITEM	Qty	Unit	Unit Cost	Section Total	Totals	Remarks
DIV 1 - General Requirements							
015639	Tree Protection & Trimming						
	Tree Protection	31	EA	\$250.00	\$7,750.00	\$7,750.00	
DIV 2 - Existing Conditions							
24116	Structure Demolition				\$4,600.00	\$4,600.00	
	Pylon Sign Demolition	22	EA	\$100.00	\$2,200.00		
	Site Furnishing Removal -	7	EA	\$300.00	\$2,100.00		
	Fence Demolition	40	LF	\$7.50	\$300.00		
DIV 10 - Specialties							
101426	Post & Panel Sign				\$20,000.00	\$20,000.00	
	Posts and Signs	40	EA	\$500.00	\$20,000.00		
Construction Subtotal Div 1 to 12						\$32,350.00	
DIV 31 - Earthwork							
311000	Site Clearing				\$45,061.25	\$45,061.25	
	Sawcutting (Asph/Conc)	1,255	LF	\$3.00	\$3,765.00		
	Striping Removal (Grind)	3,225	LF	\$1.50	\$4,837.50		
	ADA Symbol Removal	20	EA	\$100.00	\$2,000.00		
	Concrete Curb Removal	528	LF	\$10.00	\$5,280.00		
	Concrete Removal	12,131	SF	\$2.25	\$27,294.75		
	Asphalt Removal	996	SF	\$1.50	\$1,494.00		
	Landscape Removal	780	SF	\$0.50	\$390.00		
	Tree Removal	0	EA	\$600.00	\$0.00		
311000	Erosion Control				\$700.00	\$700.00	
	Inlet Protection	14	EA	\$50.00	\$700.00		
312000	Earthwork				\$1,250.00	\$1,250.00	
	Stripping/Grubbing	20	CY	\$25.00	\$500.00		
	Fine	60	SY	\$7.50	\$450.00		
	Topsoil Supply	10	CY	\$30.00	\$300.00		
Construction Subtotal Div 31						\$47,011.25	
DIV 32 - Exterior Improvements							
321216	Asphalt Paving				\$64,812.50	\$64,812.50	
	Standard Section	1,025	SF	\$3.50	\$3,587.50		
	Asphalt Patch at Curb	2,025	SF	\$5.00	\$10,125.00		
	Crack Fill & Slurry	29,200	SF	\$1.75	\$51,100.00		
321313	Concrete Pavement				\$102,756.00	\$102,756.00	
	Standard Slabs	9,707	SF	\$8.00	\$77,656.00		
	ADA Ramps	24	EA	\$200.00	\$4,800.00		
	Standard Curbing	1,015	LF	\$20.00	\$20,300.00		
321723	Pavement Markings				\$10,075.00	\$10,075.00	
	Paint Striping	2,300	LF	\$1.25	\$2,875.00		
	ADA Symbols	21	LF	\$100.00	\$2,100.00		
	ADA Isles	15	EA	\$200.00	\$3,000.00		
	Crosswalks	700	LF	\$3.00	\$2,100.00		

321729	Tactile Warning				\$9,600.00	\$9,600.00	
	Embedded Tiles	24	EA	\$400.00	\$9,600.00		
328400	Planting Irrigation				\$2,000.00	\$2,000.00	
	Irrigation Repair	1	LS	\$2,000.00	\$2,000.00		
329200	Turf and Grasses				\$625.00	\$625.00	
	Topsoil Preparation	500	SF	\$0.25	\$125.00		
	Sod Installation	500	SF	\$1.00	\$500.00		
329300	Plants/Landscape				\$1,591.25	\$1,591.25	
	Bark Mulch	1,750	SF	\$0.50	\$875.00		
	Rock Mulch w/ Fabric	955	SF	\$0.75	\$716.25		
Construction Subtotal Div 32					\$191,459.75		
Construction Total - All Divisions					\$270,821.00		
General Conditions		5.0%			\$13,541.05		
Bonding & Insurance		1.5%			\$4,062.32		
Contractor Overhead and Profit		5.0%			\$13,541.05		
Total Estimated Project Bid Cost					\$301,965.42		
Sales Tax		8.6%			\$25,969.03		
Additional Miscellaneous Costs:							
Advertise & Bid				\$2,500.00	\$2,500.00		
Construction Contingency at %		3.0%			\$9,058.96		
Total Estimated Project Cost					\$339,493.40		



Preliminary Site Work Cost Est. - PHASE 2

SPEC	ITEM	Qty	Unit	Unit Cost	Section Total	Totals	Remarks
DIV 1 - General Requirements							
015639	Tree Protection & Trimming						
	Tree Protection	0	EA	\$250.00	\$0.00	\$0.00	
DIV 2 - Existing Conditions							
24116	Structure Demolition				\$300.00	\$300.00	
	Pylon Sign Demolition	0	EA	\$100.00	\$0.00		
	Site Furnishing Protect - F	1	EA	\$300.00	\$300.00		
	Fence Demolition	0	LF	\$7.50	\$0.00		
DIV 10 - Specialties							
101426	Post & Panel Sign				\$0.00	\$0.00	
	Posts and Signs	0	EA	\$500.00	\$0.00		
Construction Subtotal Div 1 to 12						\$300.00	
DIV 31 - Earthwork							
311000	Site Clearing				\$19,539.75	\$19,539.75	
	Sawcutting (Asph/Conc)	535	LF	\$3.00	\$1,605.00		
	Striping Removal (Grind)	0	LF	\$1.50	\$0.00		
	ADA Symbol Removal	0	EA	\$100.00	\$0.00		
	Concrete Curb Removal	246	LF	\$10.00	\$2,460.00		
	Concrete Removal	5,761	SF	\$2.25	\$12,962.25		
	Asphalt Removal	1,675	SF	\$1.50	\$2,512.50		
	Landscape Removal	0	SF	\$0.50	\$0.00		
	Tree Removal	0	EA	\$600.00	\$0.00		
311000	Erosion Control				\$200.00	\$200.00	
	Inlet Protection	4	EA	\$50.00	\$200.00		
312000	Earthwork				\$0.00	\$0.00	
	Stripping/Grubbing	0	CY	\$25.00	\$0.00		
	Fine	0	SY	\$7.50	\$0.00		
	Topsoil Supply	0	CY	\$30.00	\$0.00		
Construction Subtotal Div 31						\$19,739.75	
DIV 32 - Exterior Improvements							
321216	Asphalt Paving				\$5,862.50	\$5,862.50	
	Standard Section	1,675	SF	\$3.50	\$5,862.50		
	Asphalt Patch at Curb	0	SF	\$5.00	\$0.00		
	Crack Fill & Slurry	0	SF	\$1.75	\$0.00		
321313	Concrete Pavement				\$46,088.00	\$46,088.00	
	Standard Slabs	5,761	SF	\$8.00	\$46,088.00		
	ADA Ramps	0	EA	\$200.00	\$0.00		
	Standard Curbing	0	LF	\$20.00	\$0.00		
321723	Pavement Markings				\$0.00	\$0.00	
	Paint Striping	0	LF	\$1.25	\$0.00		
	ADA Symbols	0	LF	\$100.00	\$0.00		
	ADA Isles	0	EA	\$200.00	\$0.00		
	Crosswalks	0	LF	\$3.00	\$0.00		

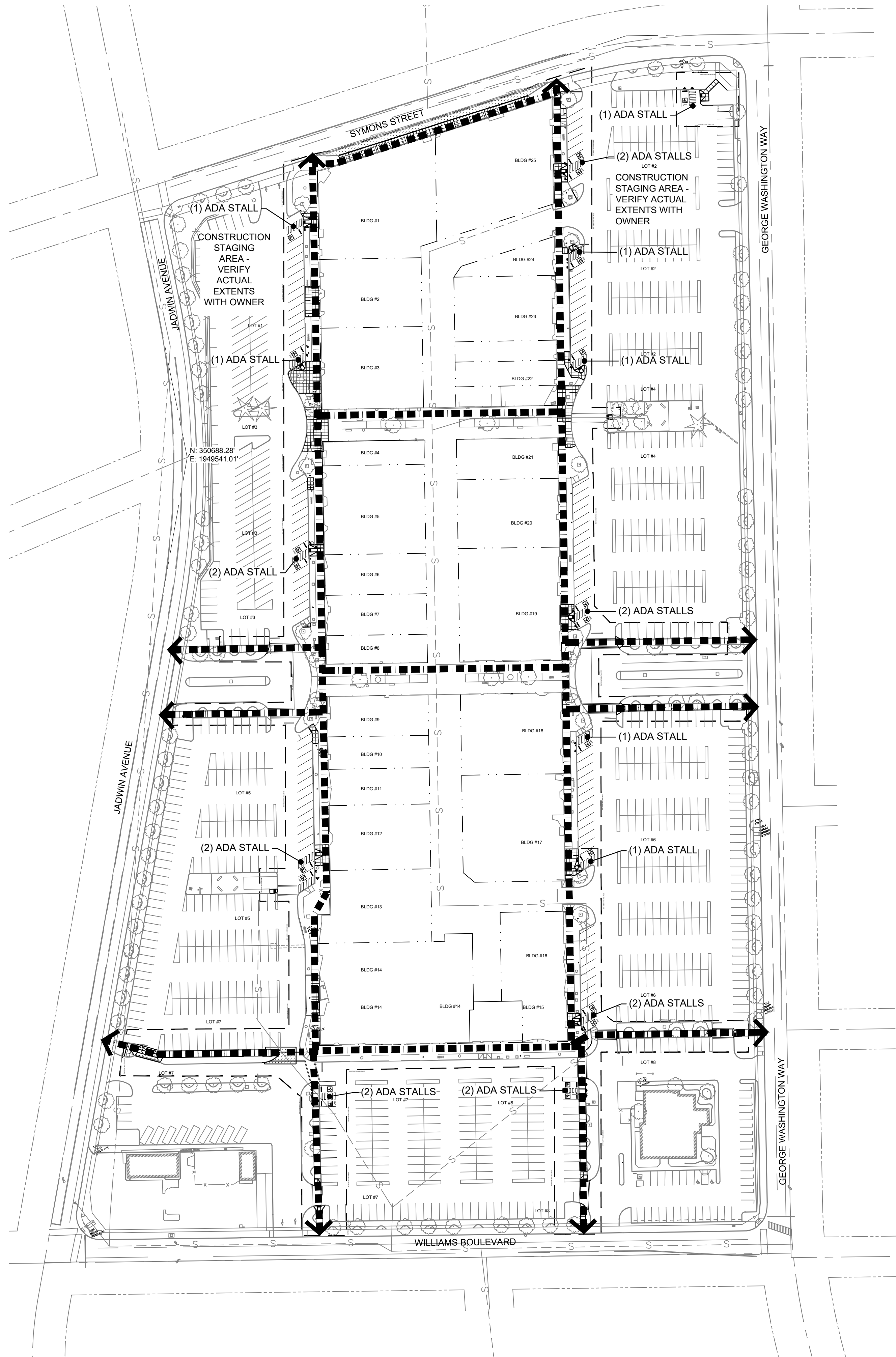
321729	Tactile Warning				\$0.00	\$0.00	
	Embedded Tiles	0	EA	\$400.00	\$0.00		
328400	Planting Irrigation				\$0.00	\$0.00	
	Irrigation Repair	0	LS	\$2,500.00	\$0.00		
329200	Turf and Grasses				\$0.00	\$0.00	
	Topsoil Preparation	0	SF	\$0.25	\$0.00		
	Sod Installation	0	SF	\$1.00	\$0.00		
329300	Plants/Landscape				\$258.75	\$258.75	
	Bark Mulch	0	SF	\$0.50	\$0.00		
	Rock Mulch w/ Fabric	345	SF	\$0.75	\$258.75		
Construction Subtotal Div 32					\$52,209.25		
Construction Total - All Divisions					\$72,249.00		
General Conditions		5.0%				\$3,612.45	
Bonding & Insurance		1.5%				\$1,083.74	
Contractor Overhead and Profit		5.0%				\$3,612.45	
Total Estimated Project Bid Cost					\$80,557.64		
Sales Tax		8.6%				\$6,927.96	
Additional Miscellaneous Costs:							
Advertise & Bid				\$2,500.00		\$2,500.00	
Construction Contingency at %		3.0%				\$2,416.73	
Total Estimated Project Cost					\$92,402.32		



Preliminary Site Work Cost Est. - PHASE 3

SPEC	ITEM	Qty	Unit	Unit Cost	Section Total	Totals	Remarks
DIV 1 - General Requirements							
015639	Tree Protection & Trimming						
	Tree Protection	4	EA	\$250.00	\$1,000.00	\$1,000.00	
DIV 2 - Existing Conditions							
24116	Structure Demolition				\$600.00	\$600.00	
	Pylon Sign Demolition	0	EA	\$100.00	\$0.00		
	Site Furnishing Removal -	2	EA	\$300.00	\$600.00		
	Fence Demolition	0	LF	\$7.50	\$0.00		
DIV 10 - Specialties							
101426	Post & Panel Sign				\$0.00	\$0.00	
	Posts and Signs	0	EA	\$500.00	\$0.00		
Construction Subtotal Div 1 to 12						\$1,600.00	
DIV 31 - Earthwork							
311000	Site Clearing				\$9,967.75	\$9,967.75	
	Sawcutting (Asph/Conc)	1,632	LF	\$3.00	\$4,896.00		
	Striping Removal (Grind)	0	LF	\$1.50	\$0.00		
	ADA Symbol Removal	0	EA	\$100.00	\$0.00		
	Concrete Curb Removal	26	LF	\$10.00	\$260.00		
	Concrete Removal	1,543	SF	\$2.25	\$3,471.75		
	Asphalt Removal	20	SF	\$1.50	\$30.00		
	Landscape Removal	220	SF	\$0.50	\$110.00		
	Tree Removal	2	EA	\$600.00	\$1,200.00		
311000	Erosion Control				\$200.00	\$200.00	
	Inlet Protection	4	EA	\$50.00	\$200.00		
312000	Earthwork				\$627.50	\$627.50	
	Stripping/Grubbing	8	CY	\$25.00	\$200.00		
	Fine	25	SY	\$7.50	\$187.50		
	Topsoil Supply	8	CY	\$30.00	\$240.00		
Construction Subtotal Div 31						\$10,795.25	
DIV 32 - Exterior Improvements							
321216	Asphalt Paving				\$125.00	\$125.00	
	Standard Section	0	SF	\$3.50	\$0.00		
	Asphalt Patch at Curb	25	SF	\$5.00	\$125.00		
	Crack Fill & Slurry	0	SF	\$1.75	\$0.00		
321313	Concrete Pavement				\$14,556.00	\$14,556.00	
	Standard Slabs	1,682	SF	\$8.00	\$13,456.00		
	ADA Ramps	2	EA	\$200.00	\$400.00		
	Standard Curbing	35	LF	\$20.00	\$700.00		
321723	Pavement Markings				\$675.00	\$675.00	
	Paint Striping	0	LF	\$1.25	\$0.00		
	ADA Symbols	0	LF	\$100.00	\$0.00		
	ADA Isles	0	EA	\$200.00	\$0.00		
	Crosswalks	225	LF	\$3.00	\$675.00		

321729	Tactile Warning				\$800.00	\$800.00	
	Embedded Tiles	2	EA	\$400.00	\$800.00		
328400	Planting Irrigation				\$500.00	\$500.00	
	Irrigation Repair	1	LS	\$500.00	\$500.00		
329200	Turf and Grasses				\$250.00	\$250.00	
	Topsoil Preparation	200	SF	\$0.25	\$50.00		
	Sod Installation	200	SF	\$1.00	\$200.00		
329300	Plants/Landscape				\$0.00	\$0.00	
	Bark Mulch	0	SF	\$0.50	\$0.00		
	Rock Mulch w/ Fabric	0	SF	\$0.75	\$0.00		
Construction Subtotal Div 32					\$16,906.00		
Construction Total - All Divisions					\$29,301.25		
General Conditions		5.0%				\$1,465.06	
Bonding & Insurance		1.5%				\$439.52	
Contractor Overhead and Profit		5.0%				\$1,465.06	
Total Estimated Project Bid Cost					\$32,670.89		
Sales Tax		8.6%				\$2,809.70	
Additional Miscellaneous Costs:							
Advertise & Bid				\$2,500.00		\$2,500.00	
Construction Contingency at %		3.0%				\$980.13	
Total Estimated Project Cost					\$38,960.72		



LEGEND

- CONSTRUCTION LIMITS LINE
- ADA ACCESSIBLE ROUTE(S)
- CONCRETE WHEELSTOPS PER DETAIL (TYP.)
- EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)
- CONCRETE FLATWORK SCORE JOINT PER DETAIL & SPECS (TYP.) EXPANSION JOINT PER DETAIL & SPECS (TYP.)

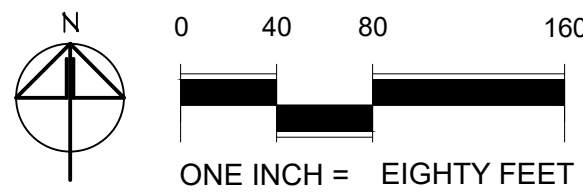
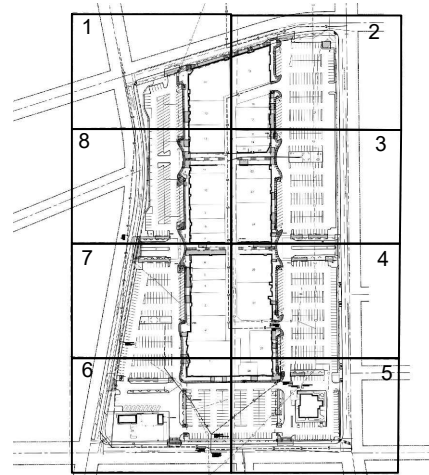
GENERAL NOTES

- REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS. CONTRACTOR TO VERIFY LISTED DIMENSIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
- COORDINATE WITH SITE DEMOLITION PLAN.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
- CONTRACTOR RESPONSIBLE FOR ANY DAMAGE TO NEW OR EXISTING IMPROVEMENTS AS RESULT OF NEW CONSTRUCTION (TYP.).
- NO WORK IN THE PUBLIC R.O.W BEYOND TYING IN NEW FLATWORK TO EXISTING.
- INSTALL ADA RAMPS PER CITY OF RICHLAND'S STANDARDS.
- GRIND / REMOVE / REPLACE ALL TRIP HAZARDS WITHIN CONCRETE FLATWORK PATHWAYS. SLOPE OF GRIND AREAS NOT TO EXCEED 8%.

PARKING ANALYSIS

EXISTING PARKING STALLS-
TOTAL = 1,046
ADA STALLS REQUIRED = 21
ADA STALLS PROVIDED = 21

KEY MAP



CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND,WA
OVERALL LAYOUT PLAN

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.20

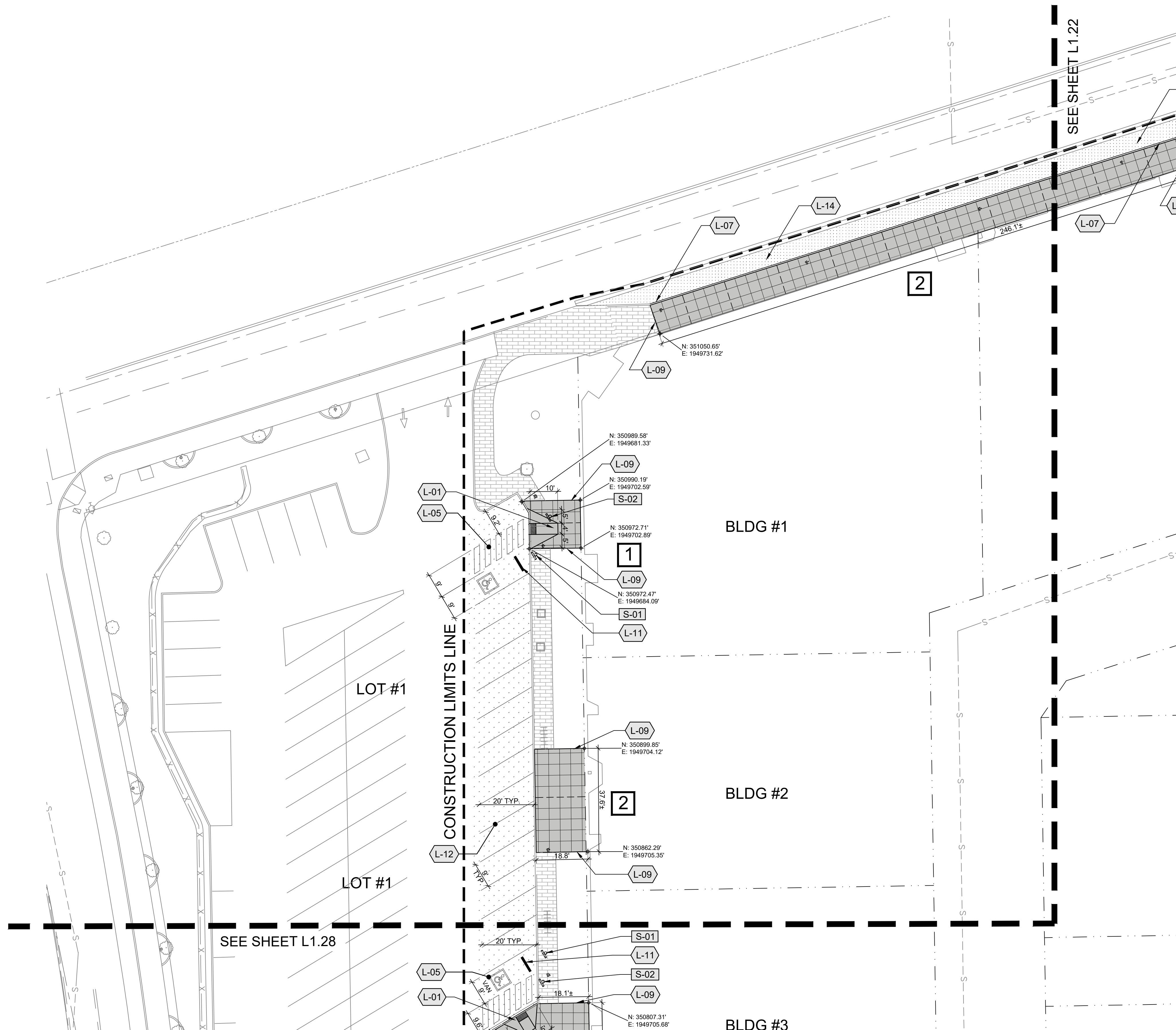
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LEGEND

CONSTRUCTION LIMITS LINE
CONSTRUCTION LIMITS LINE
ADA ACCESSIBLE ROUTE(S)
CONCRETE WHEELSTOPS PER DETAIL (TYP.)
EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)
CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)
PHASING:
• 1 - FIRST PHASE
• 2 - SECOND PHASE
• 3 - THIRD PHASE

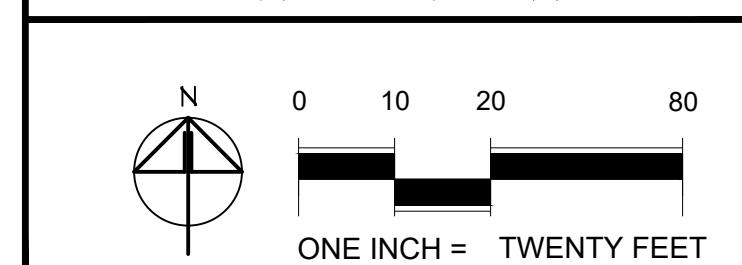
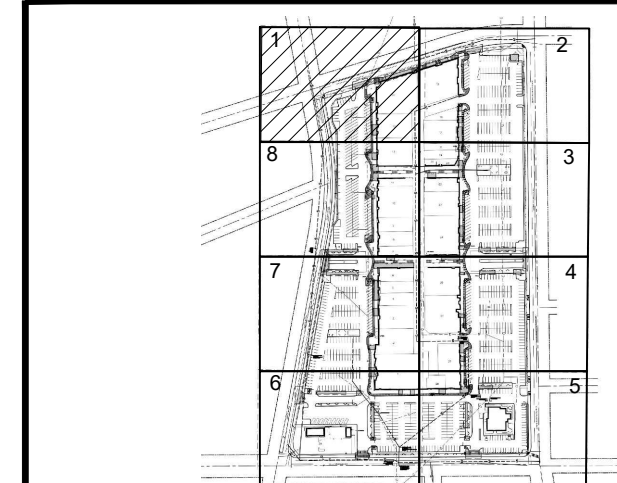
GENERAL NOTES

- REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS. CONTRACTOR TO VERIFY LISTED DIMENSIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
- COORDINATE SITE DEMOLITION PLAN.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
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- NO WORK IN THE PUBLIC R.O.W BEYOND TYING IN NEW FLATWORK TO EXISTING.

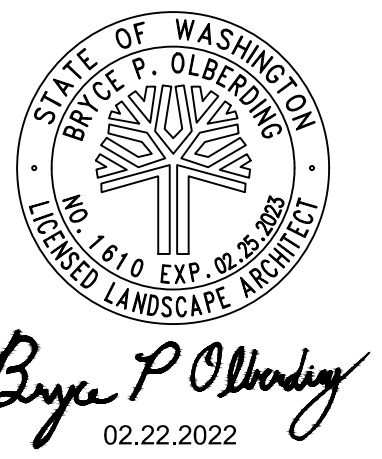
KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
[S-01]	INSTALL STATE APPROVED ADA PARKING SIGN. PROVIDE VAN SIGN WHERE APPLICABLE PER DETAIL (TYP.)	11/L1.40 8 & 9/L1.41
[S-02]	INSTALL NO PARKING SIGN PER DETAIL (TYP.)	11/L1.40 8/L1.41
[S-03]	INSTALL STOP SIGN PER DETAIL.	11/L1.40 8/L1.41
SYMBOL	DESCRIPTION	DETAIL
[L-01]	INSTALL CONCRETE ADA RAMP PER CITY OF RICHLAND STANDARD DETAIL ST-04 (TYPE 1B)	12/L1.40
[L-02]	INSTALL TRUNCATED DOMES PER CITY OF RICHLAND STANDARD DETAIL ST-21	1/L1.41
[L-03]	INSTALL TYPE #2 CURB CUT RAMP PER DETAIL	4/L1.41
[L-04]	INSTALL TYPE #3 CURB CUT RAMP PER DETAIL	5/L1.41
[L-05]	INSTALL TYPICAL ACCESSIBLE PARKING LAYOUT (SIGNAGE/STRIPIING/ACCESS RAMP) PER DETAIL	1/L1.40
[L-06]	INSTALL THICKENED EDGE CONCRETE PER DETAIL	8/L1.40
[L-07]	INSTALL STANDARD VERTICAL CURB PER DETAIL	3/L1.41
[L-08]	INSTALL CURB END PER DETAIL	6/L1.41
[L-09]	CONCRETE FLATWORK TO MEET AND MATCH EXISTING WALK. (TYP.)	2/L1.40
[L-10]	SAVE AND PROTECT EXISTING TREE. PRUNE AS REQUIRED TO PROVIDE VERTICAL CLEARANCES OF 80" OR MORE ON TREES.	6/L1.40
[L-11]	INSTALL CONCRETE WHEEL STOP PER DETAIL (TYP.)	4/L1.40
[L-12]	RESTRIP PARKING STALLS PER DETAIL (TYP.)	9/L1.40
[L-13]	INSTALL CROSSWALK PER DETAIL	10/L1.40
[L-14]	PATCH BACK ASPHALT AS REQUIRED FOR RAMP INSTALLATION (MIN. 2') SEE SPECIFICATIONS (TYP.)	
[L-15]	ASPHALT TO MEET AND MATCH EXISTING ASPHALT.	2/L1.41
[L-16]	REPAIR DISTURBED TURF/LANDSCAPE AREAS WITH MINOR GRADING, TOPSOIL, MULCH AND/OR RE-SEEDING	
SYMBOL	DESCRIPTION	DETAIL
[Pattern]	INSTALL CONCRETE FLATWORK - 4" OVER 4" BASE COURSE	5/L1.40
[Pattern]	ASPHALT MAINTENANCE: FILL CRACKS, SEALCOAT AND RESTRIP EXISTING ASPHALT AS SHOWN. SEE SPECIFICATIONS	
[Pattern]	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
[Pattern]	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
[Pattern]	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP



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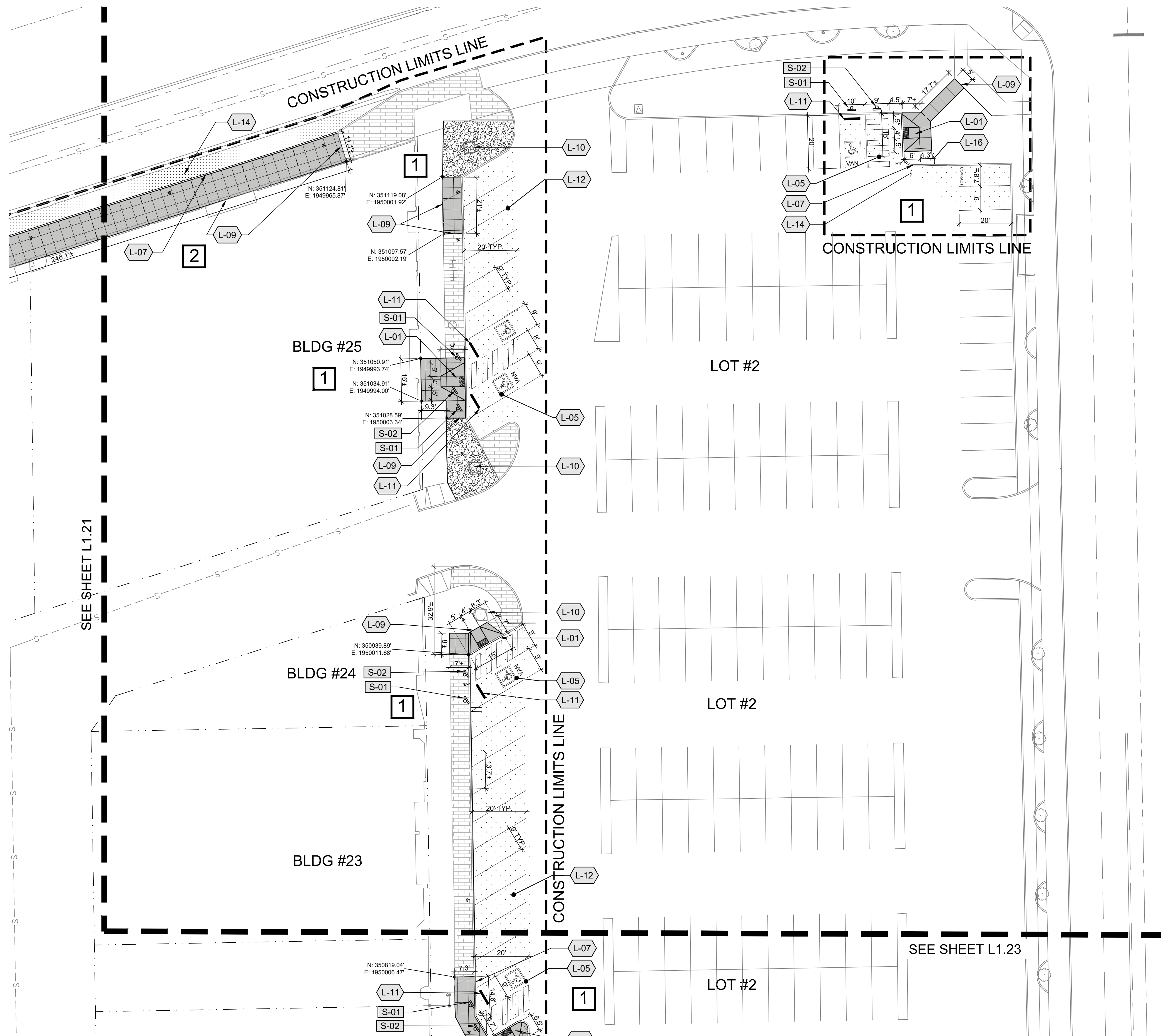
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(509) 380-9853-9402

CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 1

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID/PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.21



LEGEND

- CONSTRUCTION LIMITS LINE
CONSTRUCTION LIMITS LINE
ADA ACCESSIBLE ROUTE(S)
CONCRETE WHEELSTOPS PER DETAIL (TYP.)
EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)
CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)
PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

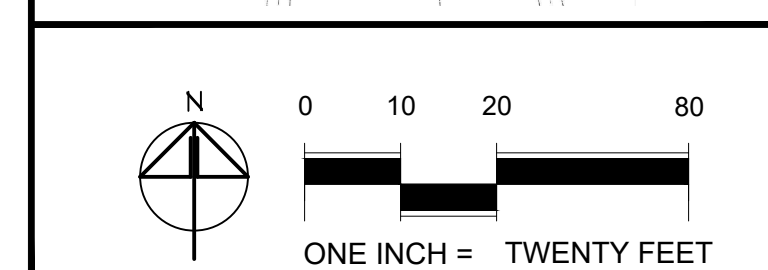
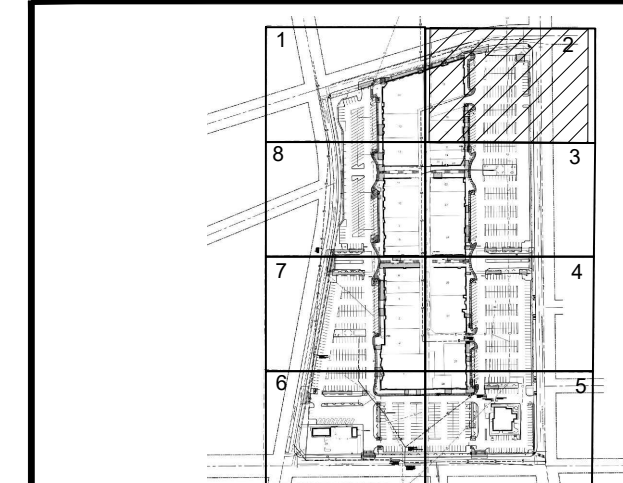
GENERAL NOTES

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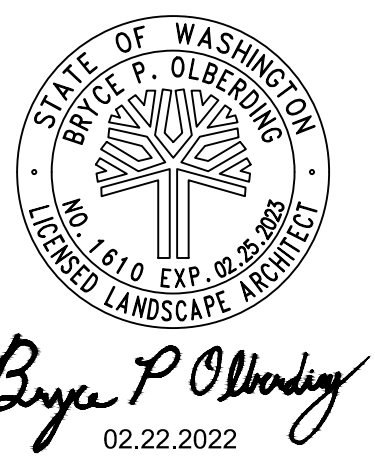
KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
S-01	INSTALL STATE APPROVED ADA PARKING SIGN. PROVIDE VAN SIGN WHERE APPLICABLE PER DETAIL (TYP.)	11/L1.40 8 & 9/L1.41
S-02	INSTALL NO PARKING SIGN PER DETAIL (TYP.)	11/L1.40 8/L1.41
S-03	INSTALL STOP SIGN PER DETAIL.	11/L1.40 8/L1.41
SYMBOL	DESCRIPTION	DETAIL
L-01	INSTALL CONCRETE ADA RAMP PER CITY OF RICHLAND STANDARD DETAIL ST-04 (TYPE 1B)	12/L1.40
L-02	INSTALL TRUNCATED DOMES PER CITY OF RICHLAND STANDARD DETAIL ST-21	1/L1.41
L-03	INSTALL TYPE #2 CURB CUT RAMP PER DETAIL	4/L1.41
L-04	INSTALL TYPE #3 CURB CUT RAMP PER DETAIL	5/L1.41
L-05	INSTALL TYPICAL ACCESSIBLE PARKING LAYOUT (SIGNAGE/STRIPING/ACCESS RAMP) PER DETAIL	1/L1.40
L-06	INSTALL THICKENED EDGE CONCRETE PER DETAIL	8/L1.40
L-07	INSTALL STANDARD VERTICAL CURB PER DETAIL	3/L1.41
L-08	INSTALL CURB END PER DETAIL	6/L1.41
L-09	CONCRETE FLATWORK TO MEET AND MATCH EXISTING WALK. (TYP.)	2/L1.40
L-10	SAVE AND PROTECT EXISTING TREE. PRUNE AS REQUIRED TO PROVIDE VERTICAL CLEARANCES OF 80" OR MORE ON TREES.	6/L1.40
L-11	INSTALL CONCRETE WHEEL STOP PER DETAIL (TYP.)	4/L1.40
L-12	RESTRIP PARKING STALLS PER DETAIL (TYP.)	9/L1.40
L-13	INSTALL CROSSWALK PER DETAIL	10/L1.40
L-14	PATCH BACK ASPHALT AS REQUIRED FOR RAMP INSTALLATION (MIN. 2') SEE SPECIFICATIONS (TYP.)	
L-15	ASPHALT TO MEET AND MATCH EXISTING ASPHALT.	2/L1.41
L-16	REPAIR DISTURBED TURF/LANDSCAPE AREAS WITH MINOR GRADING, TOPSOIL, MULCH AND/OR RE-SEEDING	
SYMBOL	DESCRIPTION	DETAIL
	INSTALL CONCRETE FLATWORK - 4" OVER 4" BASE COURSE	5/L1.40
	ASPHALT MAINTENANCE: FILL CRACKS, SEALCOAT AND RESTRIP EXISTING ASPHALT AS SHOWN. SEE SPECIFICATIONS	
	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP



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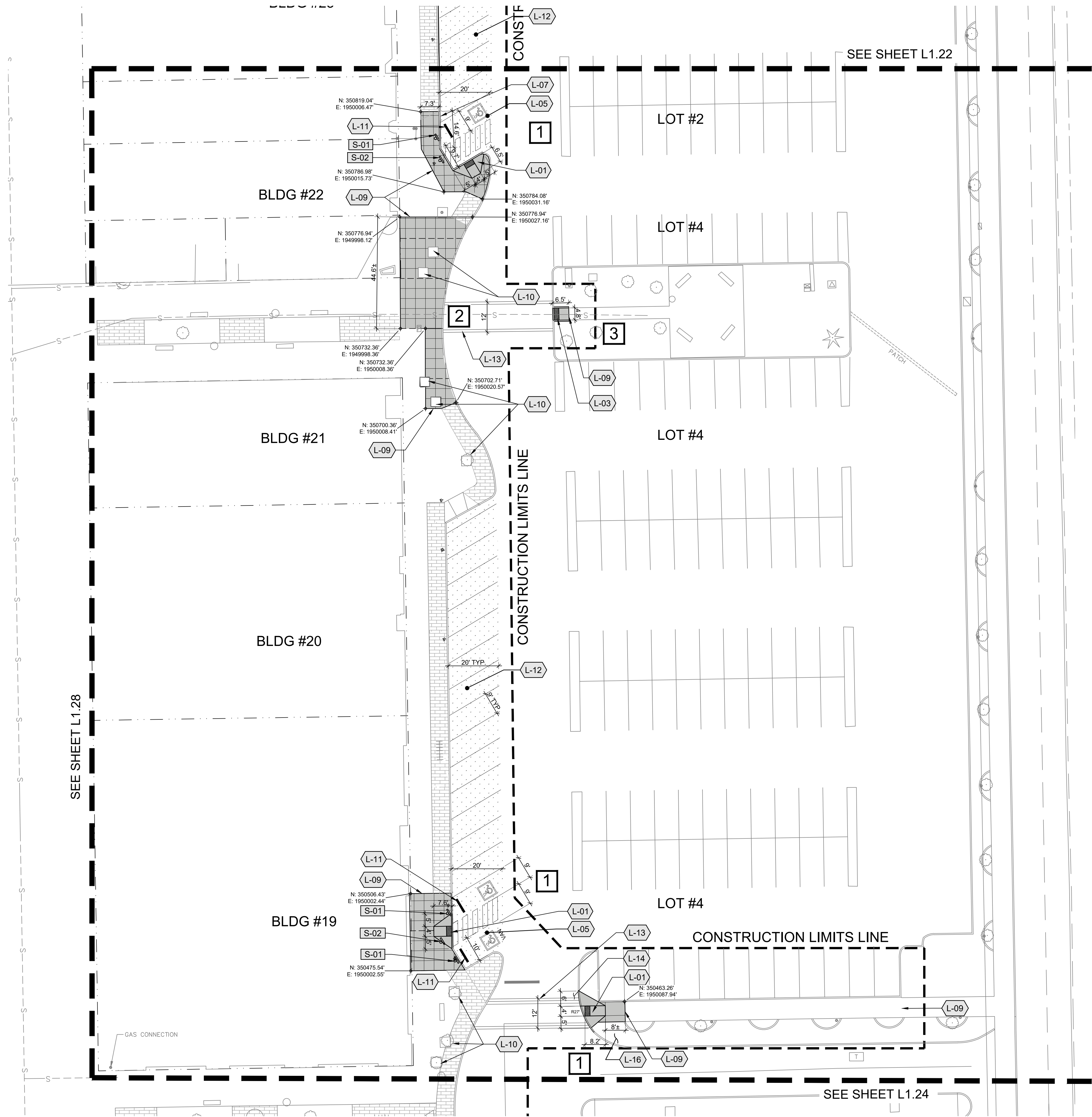
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(509) 380-9953-9402

CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 2

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.22



LEGEND

CONSTRUCTION LIMITS LINE
CONSTRUCTION LIMITS LINE
ADA ACCESSIBLE ROUTE(S)
CONCRETE WHEELSTOPS PER DETAIL (TYP.)
EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)
CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)
PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

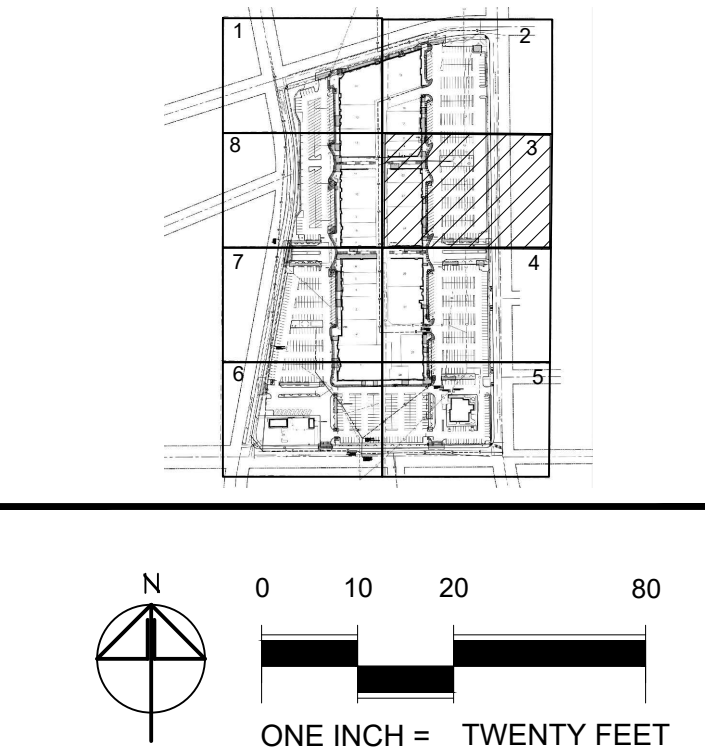
GENERAL NOTES

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KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
S-01	INSTALL STATE APPROVED ADA PARKING SIGN. PROVIDE VAN SIGN WHERE APPLICABLE PER DETAIL (TYP.)	11/L1.40 8 & 9/L1.41
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S-03	INSTALL STOP SIGN PER DETAIL.	11/L1.40 8/L1.41
SYMBOL	DESCRIPTION	DETAIL
L-01	INSTALL CONCRETE ADA RAMP PER CITY OF RICHLAND STANDARD DETAIL ST-04 (TYPE 1B)	12/L1.40
L-02	INSTALL TRUNCATED DOMES PER CITY OF RICHLAND STANDARD DETAIL ST-21	1/L1.41
L-03	INSTALL TYPE #2 CURB CUT RAMP PER DETAIL	4/L1.41
L-04	INSTALL TYPE #3 CURB CUT RAMP PER DETAIL	5/L1.41
L-05	INSTALL TYPICAL ACCESSIBLE PARKING LAYOUT (SIGNAGE/STRIPING/ACCESS RAMP) PER DETAIL	1/L1.40
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L-07	INSTALL STANDARD VERTICAL CURB PER DETAIL	3/L1.41
L-08	INSTALL CURB END PER DETAIL	6/L1.41
L-09	CONCRETE FLATWORK TO MEET AND MATCH EXISTING WALK. (TYP.)	2/L1.40
L-10	SAVE AND PROTECT EXISTING TREE. PRUNE AS REQUIRED TO PROVIDE VERTICAL CLEARANCES OF 80" OR MORE ON TREES.	6/L1.40
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L-15	ASPHALT TO MEET AND MATCH EXISTING ASPHALT.	2/L1.41
L-16	REPAIR DISTURBED TURF/LANDSCAPE AREAS WITH MINOR GRADING, TOPSOIL, MULCH AND/OR RE-SEEDING	
SYMBOL	DESCRIPTION	DETAIL
	INSTALL CONCRETE FLATWORK - 4" OVER 4" BASE COURSE	5/L1.40
	ASPHALT MAINTENANCE: FILL CRACKS, SEALCOAT AND RESTRIP EXISTING ASPHALT AS SHOWN. SEE SPECIFICATIONS	
	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP



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BRYCE P. OLBEDING
No. 1610 EXP. 02-28-2025
LICENSED LANDSCAPE ARCHITECT

Bryce P. Olboding
02.22.2022

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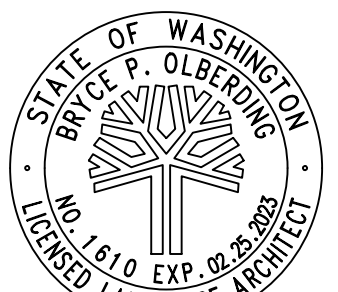
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(509) 3805853-9402

CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 3

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID/PERMIT SET
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REVISION
SHEET NO.

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Bryce P. O'Leary
02.22.2022



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(509) 380-9553-9402

CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 4

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID/PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.24

LEGEND

- CONSTRUCTION LIMITS LINE
CONSTRUCTION LIMITS LINE
ADA ACCESSIBLE ROUTE(S)
CONCRETE WHEELSTOPS PER DETAIL (TYP.)
EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL.
PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE
WALKING PATH (TYP.)
CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)
PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

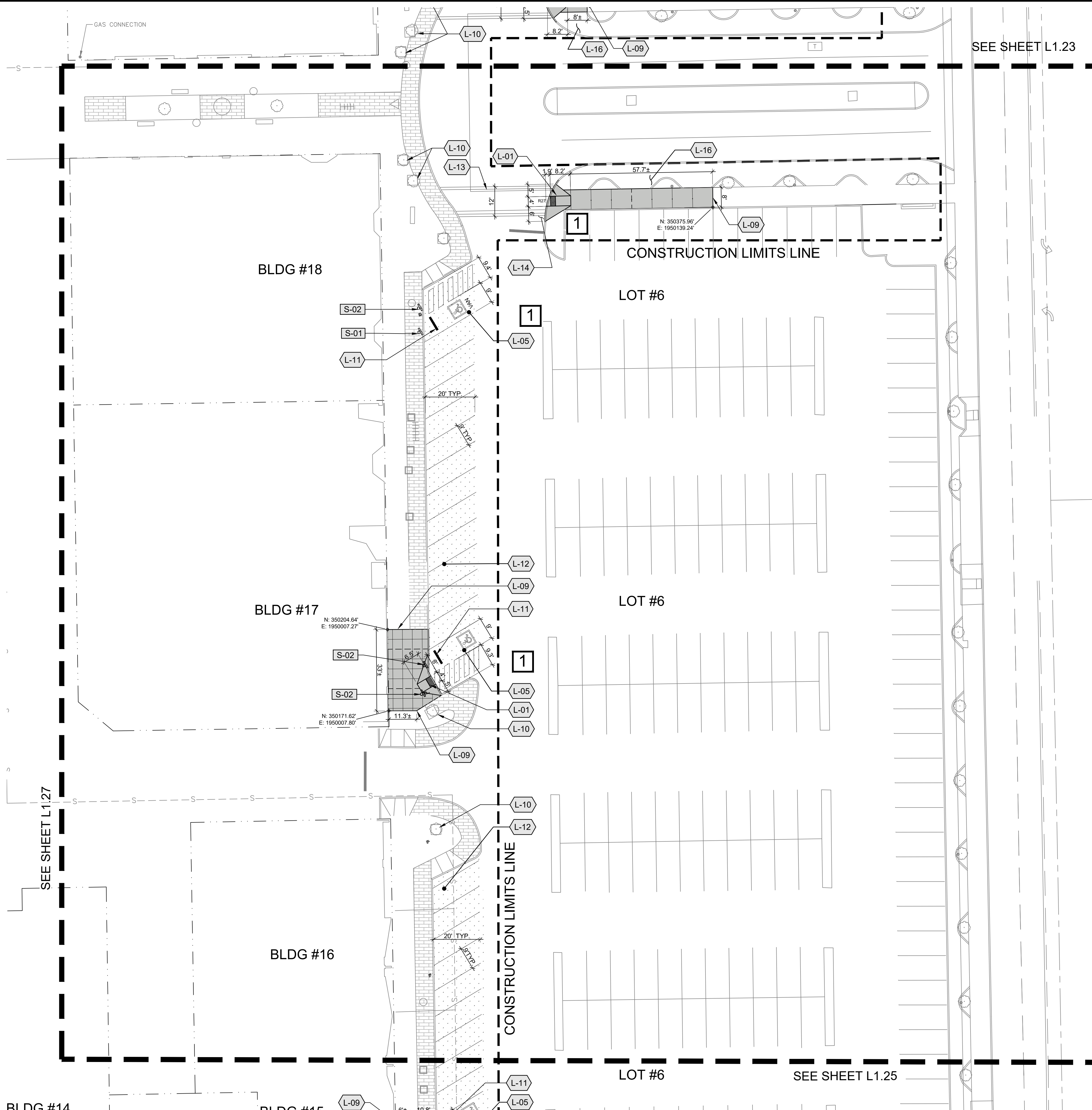
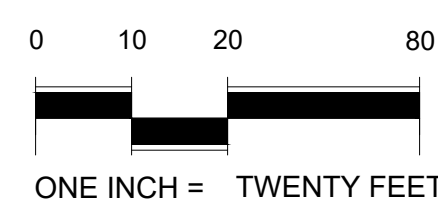
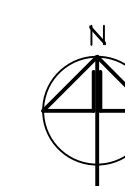
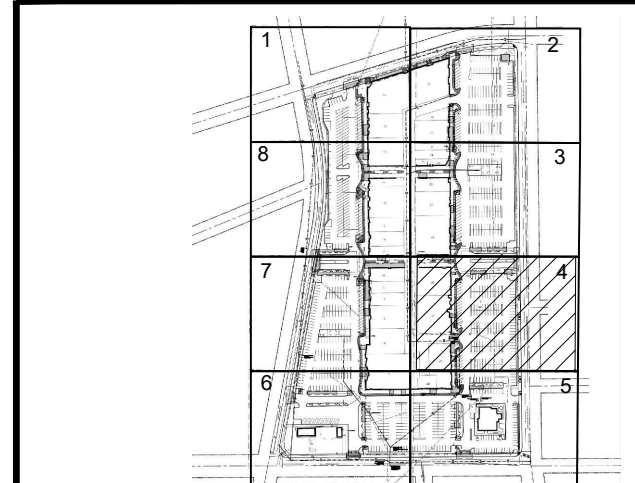
GENERAL NOTES

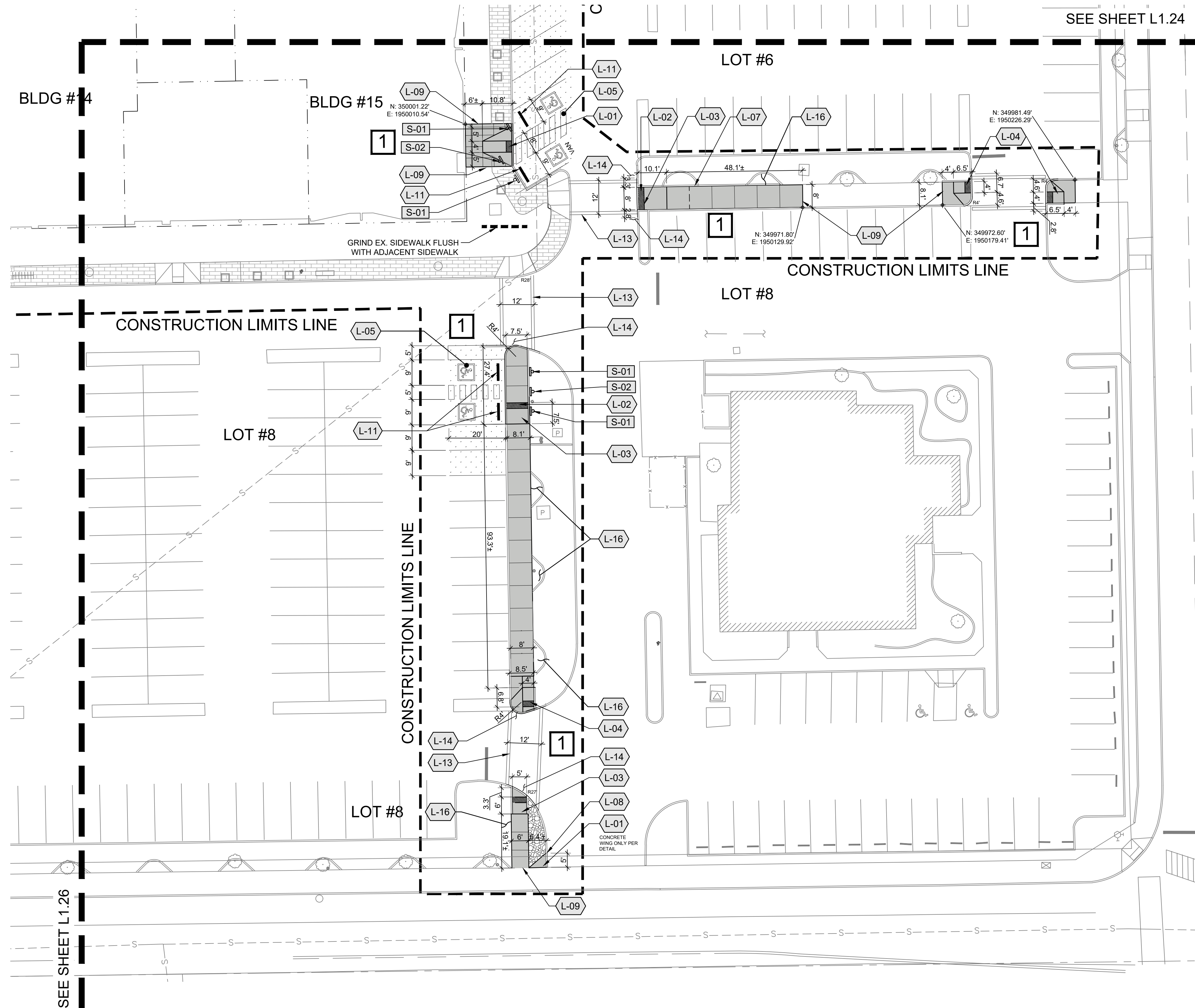
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KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
[S-01]	INSTALL STATE APPROVED ADA PARKING SIGN. PROVIDE VAN SIGN WHERE APPLICABLE PER DETAIL (TYP.)	11/L1.40 8 & 9/L1.41
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[S-03]	INSTALL STOP SIGN PER DETAIL.	11/L1.40 8/L1.41
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[L-04]	INSTALL TYPE #3 CURB CUT RAMP PER DETAIL	5/L1.41
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[L-07]	INSTALL STANDARD VERTICAL CURB PER DETAIL	3/L1.41
[L-08]	INSTALL CURB END PER DETAIL	6/L1.41
[L-09]	CONCRETE FLATWORK TO MEET AND MATCH EXISTING WALK. (TYP.)	2/L1.40
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[Pattern]	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
[Pattern]	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
[Pattern]	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP





SEE SHEET L1.26

LEGEND

CONSTRUCTION LIMITS LINE

CONSTRUCTION LIMITS LINE

ADA ACCESSIBLE ROUTE(S)

CONCRETE WHEELSTOPS PER DETAIL (TYP.)

EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)

CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)

PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

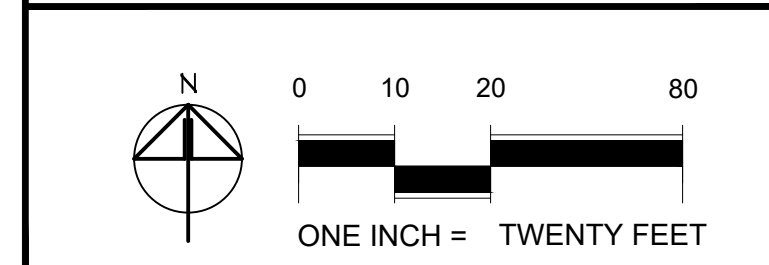
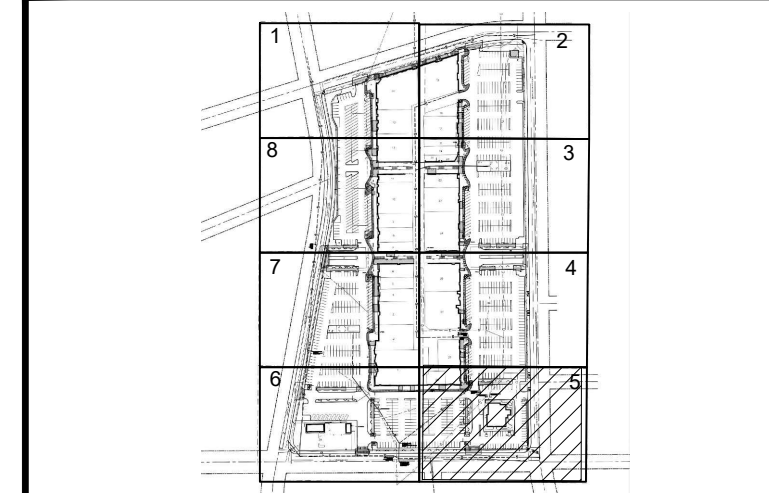
GENERAL NOTES

- REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS. CONTRACTOR TO VERIFY LISTED DIMENSIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
- COORDINATE SITE DEMOLITION PLAN.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
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- NO WORK IN THE PUBLIC R.O.W BEYOND TYING IN NEW FLATWORK TO EXISTING.

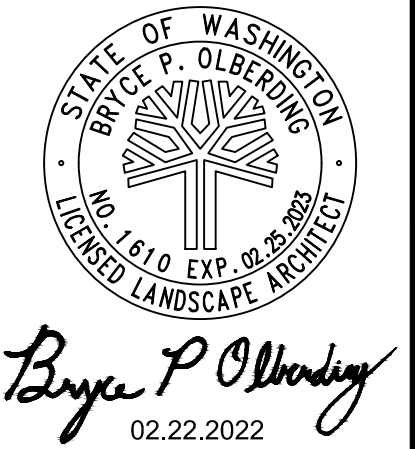
KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
S-01	INSTALL STATE APPROVED ADA PARKING SIGN. PROVIDE VAN SIGN WHERE APPLICABLE PER DETAIL (TYP.)	11/L1.40 8 & 9/L1.41
S-02	INSTALL NO PARKING SIGN PER DETAIL (TYP.)	11/L1.40 8/L1.41
S-03	INSTALL STOP SIGN PER DETAIL.	11/L1.40 8/L1.41
SYMBOL	DESCRIPTION	DETAIL
L-01	INSTALL CONCRETE ADA RAMP PER CITY OF RICHLAND STANDARD DETAIL ST-04 (TYPE 1B)	12/L1.40
L-02	INSTALL TRUNCATED DOMES PER CITY OF RICHLAND STANDARD DETAIL ST-21	1/L1.41
L-03	INSTALL TYPE #2 CURB CUT RAMP PER DETAIL	4/L1.41
L-04	INSTALL TYPE #3 CURB CUT RAMP PER DETAIL	5/L1.41
L-05	INSTALL TYPICAL ACCESSIBLE PARKING LAYOUT (SIGNAGE/STRIPING/ACCESS RAMP) PER DETAIL	1/L1.40
L-06	INSTALL THICKENED EDGE CONCRETE PER DETAIL	8/L1.40
L-07	INSTALL STANDARD VERTICAL CURB PER DETAIL	3/L1.41
L-08	INSTALL CURB END PER DETAIL	6/L1.41
L-09	CONCRETE FLATWORK TO MEET AND MATCH EXISTING WALK. (TYP.)	2/L1.40
L-10	SAVE AND PROTECT EXISTING TREE. PRUNE AS REQUIRED TO PROVIDE VERTICAL CLEARANCES OF 80" OR MORE ON TREES.	6/L1.40
L-11	INSTALL CONCRETE WHEEL STOP PER DETAIL (TYP.)	4/L1.40
L-12	RESTRIP PARKING STALLS PER DETAIL (TYP.)	9/L1.40
L-13	INSTALL CROSSWALK PER DETAIL	10/L1.40
L-14	PATCH BACK ASPHALT AS REQUIRED FOR RAMP INSTALLATION (MIN. 2") SEE SPECIFICATIONS (TYP.)	
L-15	ASPHALT TO MEET AND MATCH EXISTING ASPHALT.	2/L1.41
L-16	REPAIR DISTURBED TURF/LANDSCAPE AREAS WITH MINOR GRADING, TOPSOIL, MULCH AND/OR RE-SEEDING	
SYMBOL	DESCRIPTION	DETAIL
	INSTALL CONCRETE FLATWORK - 4" OVER 4" BASE COURSE	5/L1.40
	ASPHALT MAINTENANCE: FILL CRACKS, SEALCOAT AND RESTRIP EXISTING ASPHALT AS SHOWN. SEE SPECIFICATIONS	
	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP



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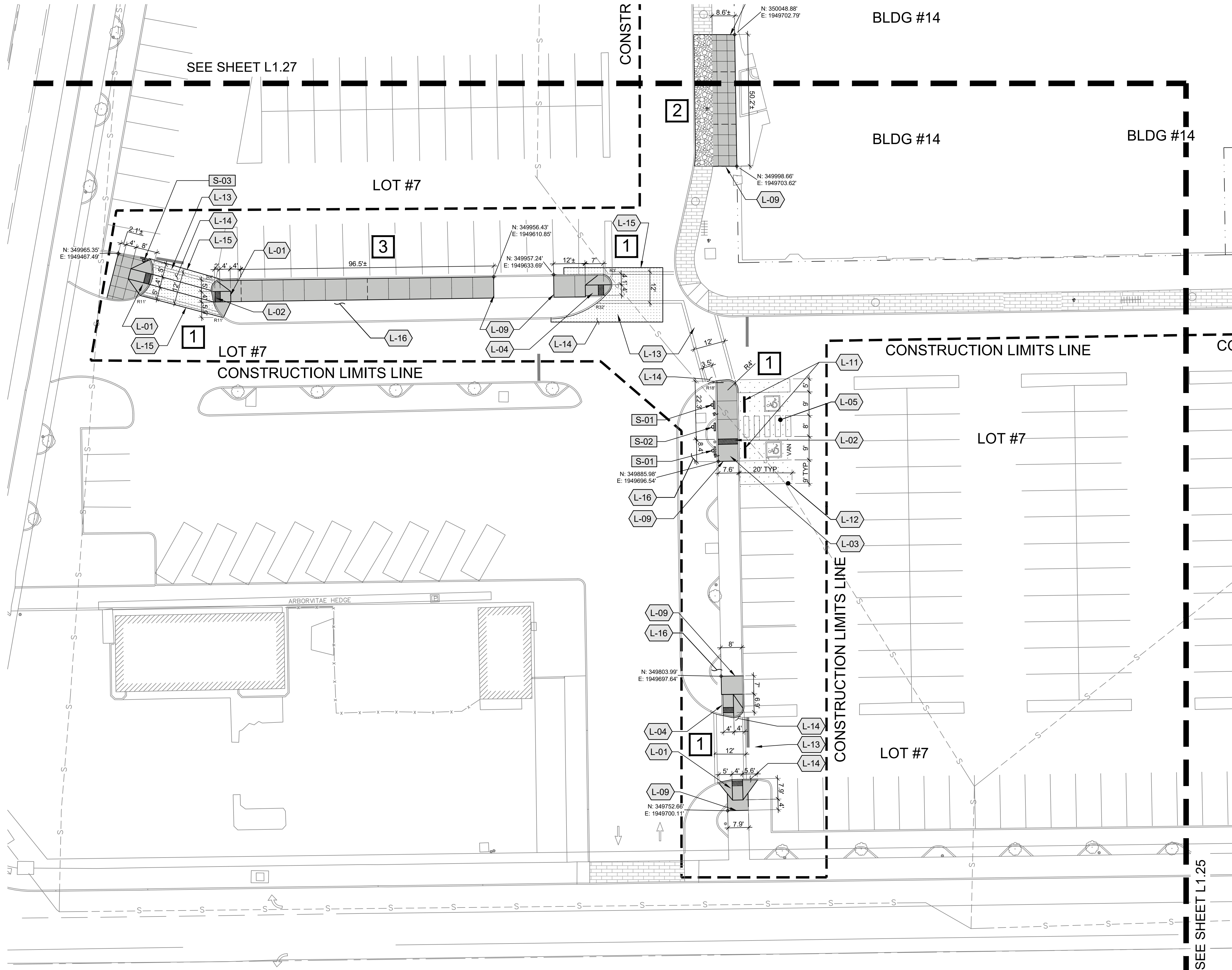
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 5

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.25



LEGEND

- CONSTRUCTION LIMITS LINE
- CONSTRUCTION LIMITS LINE
- ADA ACCESSIBLE ROUTE(S)
- CONCRETE WHEELSTOPS PER DETAIL (TYP.)
- EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)
- CONCRETE FLATWORK
- SCORE JOINT PER DETAIL & SPECS (TYP.)
- EXPANSION JOINT PER DETAIL & SPECS (TYP.)
- PHASING:
 - 1 - FIRST PHASE
 - 2 - SECOND PHASE
 - 3 - THIRD PHASE

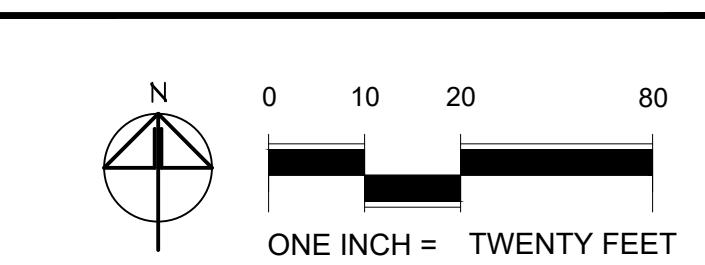
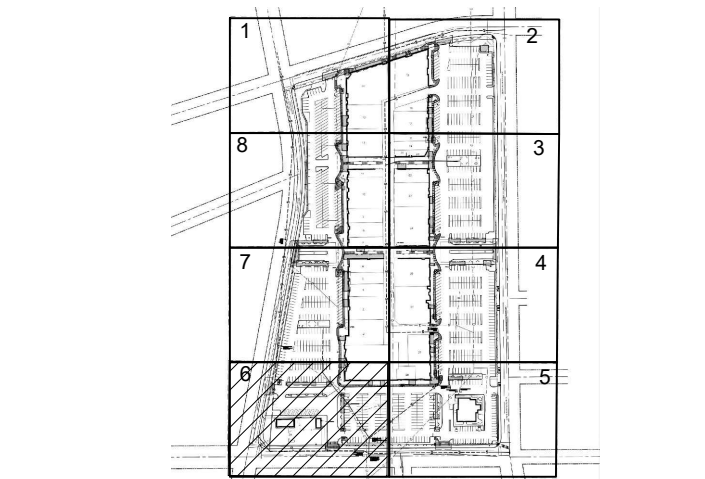
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KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
[S-01]	INSTALL STATE APPROVED ADA PARKING SIGN. PROVIDE VAN SIGN WHERE APPLICABLE PER DETAIL (TYP.)	11/L1.40 8 & 9/L1.41
[S-02]	INSTALL NO PARKING SIGN PER DETAIL (TYP.)	11/L1.40 8/L1.41
[S-03]	INSTALL STOP SIGN PER DETAIL.	11/L1.40 8/L1.41
SYMBOL	DESCRIPTION	DETAIL
[L-01]	INSTALL CONCRETE ADA RAMP PER CITY OF RICHLAND STANDARD DETAIL ST-04 (TYPE 1B)	12/L1.40
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[L-04]	INSTALL TYPE #3 CURB CUT RAMP PER DETAIL	5/L1.41
[L-05]	INSTALL TYPICAL ACCESSIBLE PARKING LAYOUT (SIGNAGE/STRIPING/ACCESS RAMP) PER DETAIL	1/L1.40
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[L-09]	CONCRETE FLATWORK TO MEET AND MATCH EXISTING WALK. (TYP.)	2/L1.40
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[L-14]	PATCH BACK ASPHALT AS REQUIRED FOR RAMP INSTALLATION (MIN. 2') SEE SPECIFICATIONS (TYP.)	
[L-15]	ASPHALT TO MEET AND MATCH EXISTING ASPHALT.	2/L1.41
[L-16]	REPAIR DISTURBED TURF/LANDSCAPE AREAS WITH MINOR GRADING, TOPSOIL, MULCH AND/OR RE-SEEDING	
SYMBOL	DESCRIPTION	DETAIL
[Flatwork]	INSTALL CONCRETE FLATWORK - 4" OVER 4" BASE COURSE	5/L1.40
[Asphalt]	ASPHALT MAINTENANCE: FILL CRACKS, SEALCOAT AND RESTRIP EXISTING ASPHALT AS SHOWN. SEE SPECIFICATIONS	
[3" Asphalt]	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
[Mulch]	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
[Concrete]	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP



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BRYCE P. OLBENDING
No. 1610 EXP. 02-28-2024
LICENSED LANDSCAPE ARCHITECT

Bryce P. Olbending
02.22.2022

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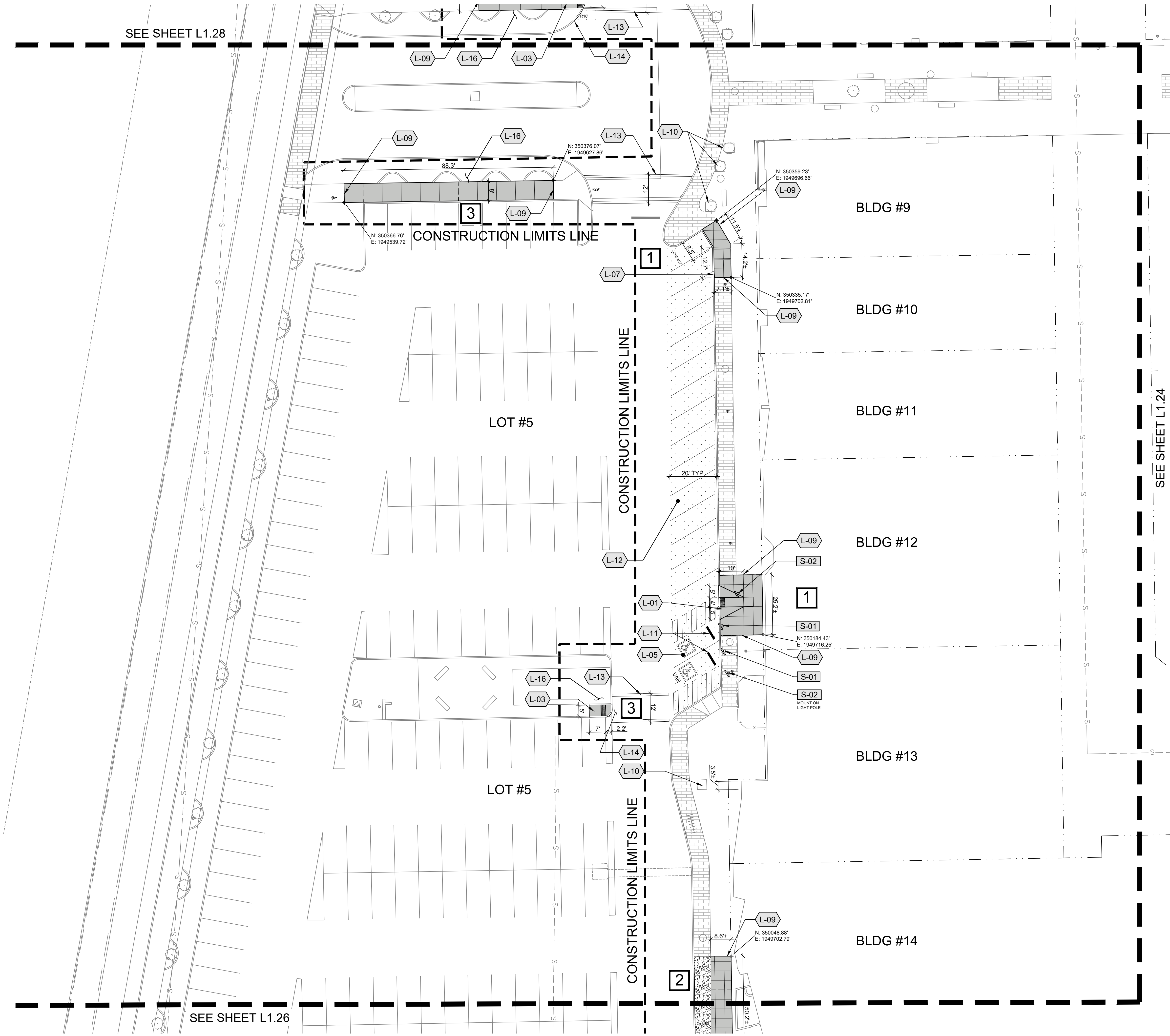
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 6

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID/PERMIT SET
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REVISION
SHEET NO.

L1.26



LEGEND

CONSTRUCTION LIMITS LINE

ADA ACCESSIBLE ROUTE(S)

CONCRETE WHEELSTOPS PER DETAIL (TYP.)

EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)

CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)

CONSTRUCTION LIMITS LINE

ADA ACCESSIBLE ROUTE(S)

CONCRETE WHEELSTOPS PER DETAIL (TYP.)

EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)

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SCORE JOINT PER DETAIL & SPECS (TYP.)
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PHASING:

1 - FIRST PHASE

2 - SECOND PHASE

3 - THIRD PHASE

GENERAL NOTES

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SYMBOL	DESCRIPTION	DETAIL
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	3" ASPHALT OVER 6" BASE COURSE SECTION	7/L1.40
	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP

N

0 10 20 80

ONE INCH = TWENTY FEET

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Bryce P. O'Leary
02.22.2022

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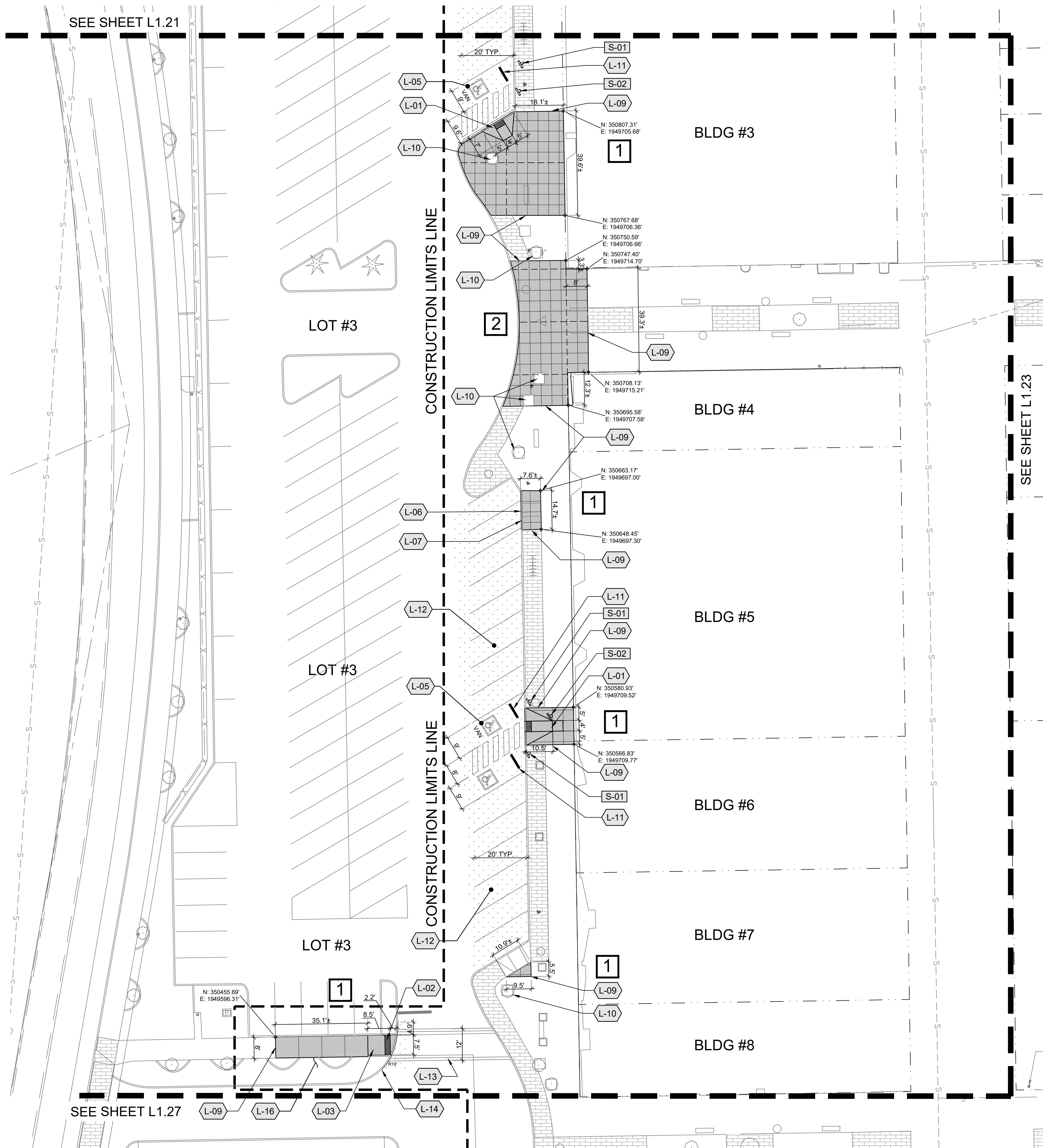
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 7

PROJECT NO. 21025
DESIGNED BY MP/DG
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ISSUE DATE 02/22/2022
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SHEET NO.

L1.27



LEGEND

CONSTRUCTION LIMITS LINE

CONSTRUCTION LIMITS LINE

ADA ACCESSIBLE ROUTE(S)

CONCRETE WHEELSTOPS PER DETAIL (TYP.)

EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80" CLEARANCE ABOVE WALKING PATH (TYP.)

CONCRETE FLATWORK
SCORE JOINT PER DETAIL & SPECS (TYP.)
EXPANSION JOINT PER DETAIL & SPECS (TYP.)

PHASING:
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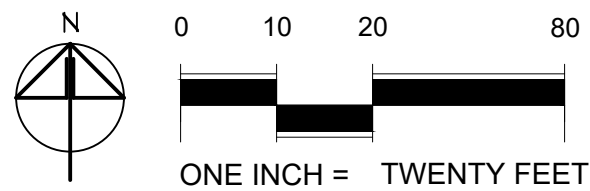
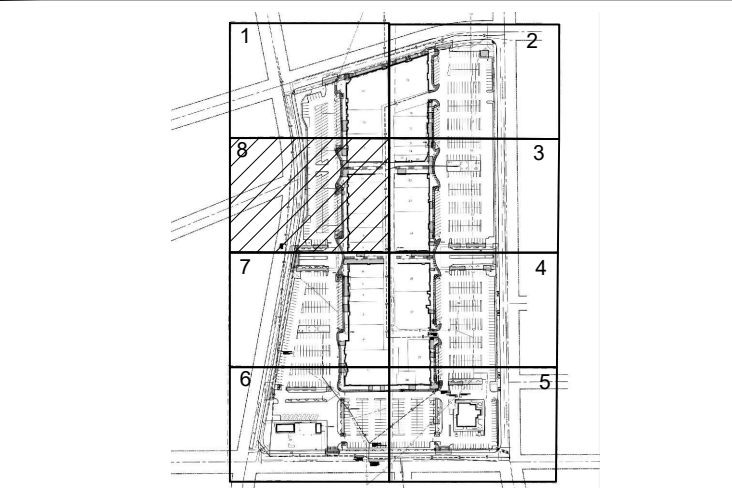
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[Pattern]	MINERAL MULCH TYPE 'A' OVER LANDSCAPE FABRIC 3" DEPTH AS SPECIFIED	
[Pattern]	EXIST. STAMPED CONCRETE TO REMAIN	

KEY MAP



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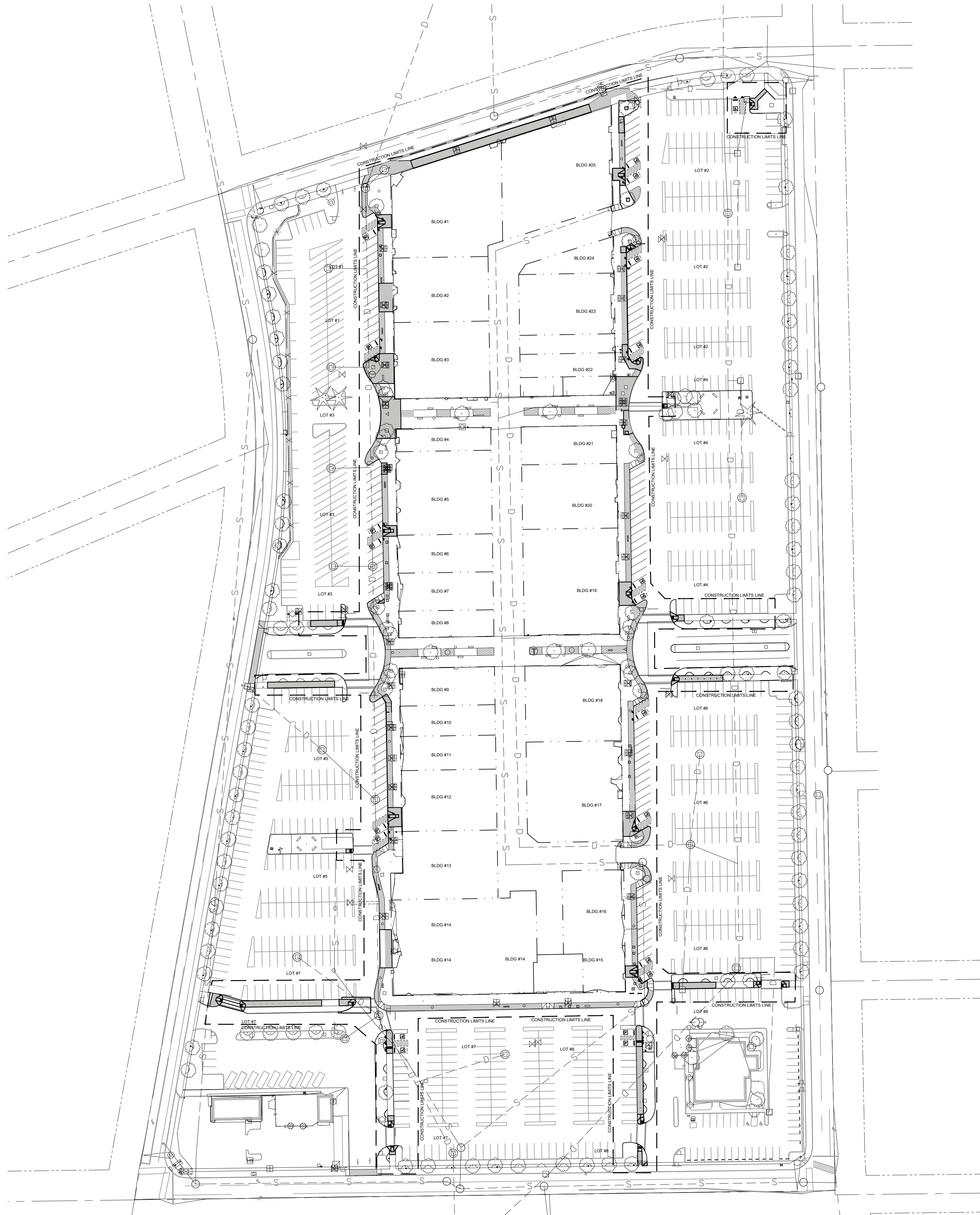
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
LAYOUT PLAN - AREA 8

PROJECT NO. 21025
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ISSUE DATE 02/22/2022
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L1.28



LEGEND

- 804.02 EXISTING SPOT ELEVATION
- ← 2.55% DIRECTION OF SLOPE & PERCENT IF SHOWN
- TP 26.5 PROPOSED SPOT ELEVATION
- GB — GRADE BREAK
- CONSTRUCTION LIMITS LINE — CONSTRUCTION LIMITS

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE.
2. CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN.
3. GRADES SHOWN ARE FINISH GRADES.
4. ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.
5. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND EXTERIOR PROPERTIES.
6. PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES.
7. MINIMUM OF 1.5% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED.
8. WHERE PROPOSED GRADES MEET EXISTING, SAVE AND PROTECT EXISTING MATERIAL TO GREATEST EXTENT POSSIBLE. MINOR GRADE CHANGES IN THESE EDGE AREAS ARE ACCEPTABLE.
9. CONTRACTOR SHALL CLEAN ALL CHANNEL DRAINS, CATCH BASINS AND PIPING PRIOR TO PUNCH LIST INSPECTION.
10. ADD 300' TO ALL SPOT ELEVATIONS.

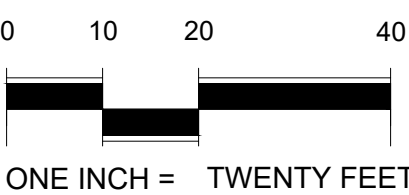
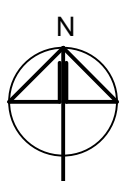
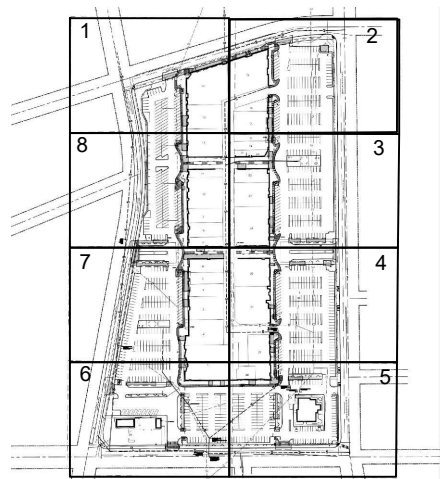
GRADING KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
G-01	ESTABLISH BENCHMARK AT EXISTING SET MONUMENTS / LEAD & TACKS PER AHBL SURVEY DATED 6/23/21	
G-02	MAXIMUM SLOPE WITHIN ADA STALLS AND AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.	
G-03	TRANSITION CURB FROM FLUSH TO 6" EXPOSED PER DETAIL	6/L.1.41
G-04	TOP OF CURB FLUSH WITH ASPHALT	
G-05	SAVE AND PROTECT EXISTING TREES. AVOID DAMAGING ROOTS/LIMBS AND AVOID COMPACTING SOIL.	6/L.1.40
G-06	MAXIMUM SLOPE ON CONCRETE NOT TO EXCEED 2% IN ANY DIRECTION.	1/L.1.40
G-07	ADJUST UTILTIY BOX ELEVATIONS AS REQUIRED TO MAKE FLUSH WITH NEW CONCRETE FLATWORK, TYP.	

ABBREVIATION LEGEND

BB	BOTTOM OF BASIN	MH	MANHOLE
BD	BOTTOM OF DRAIN	RWL	RAINWATER LEADER
BS	BOTTOM OF STEP	SB	SPLASH BLOCK
BG	BOTTOM OF GUTTER	SE	SOIL ELEVATION
BRW	FINISH GRADE ADJACENT TO BOTTOM OF RETAINING WALL	SG	SUBGRADE ELEVATION
CI	CURB INLET	TD	TOP OF DRAIN
DW	DRYWELL	TBC	TOP OF BASE COURSE
FL	FLOW LINE - DITCH/PAVEMENT	TC	TOP FACE OF CURB
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GB	GRADE BREAK	TR	TOP OF RAMP
HP	HIGH POINT	TS	TOP OF STEP
LP	LOW POINT	TRW	TOP OF RETAINING WALL BLOCK
IEO	INVERT ELEVATION OUT	TW	TOP OF WALK
ME	MATCH EXISTING (+/-)	TOW	TOP OF WALL

KEY MAP



CITY OF RICHLAND

UPTOWN PARKING LOT

1317 GEORGE WASHINGTON WAY RICHLAND, WA

OVERALL GRADING PLAN

PROJECT NO. 21025

DESIGNED BY MP/DG

DRAWN BY MP/DG

ISSUE DATE 02/22/2022

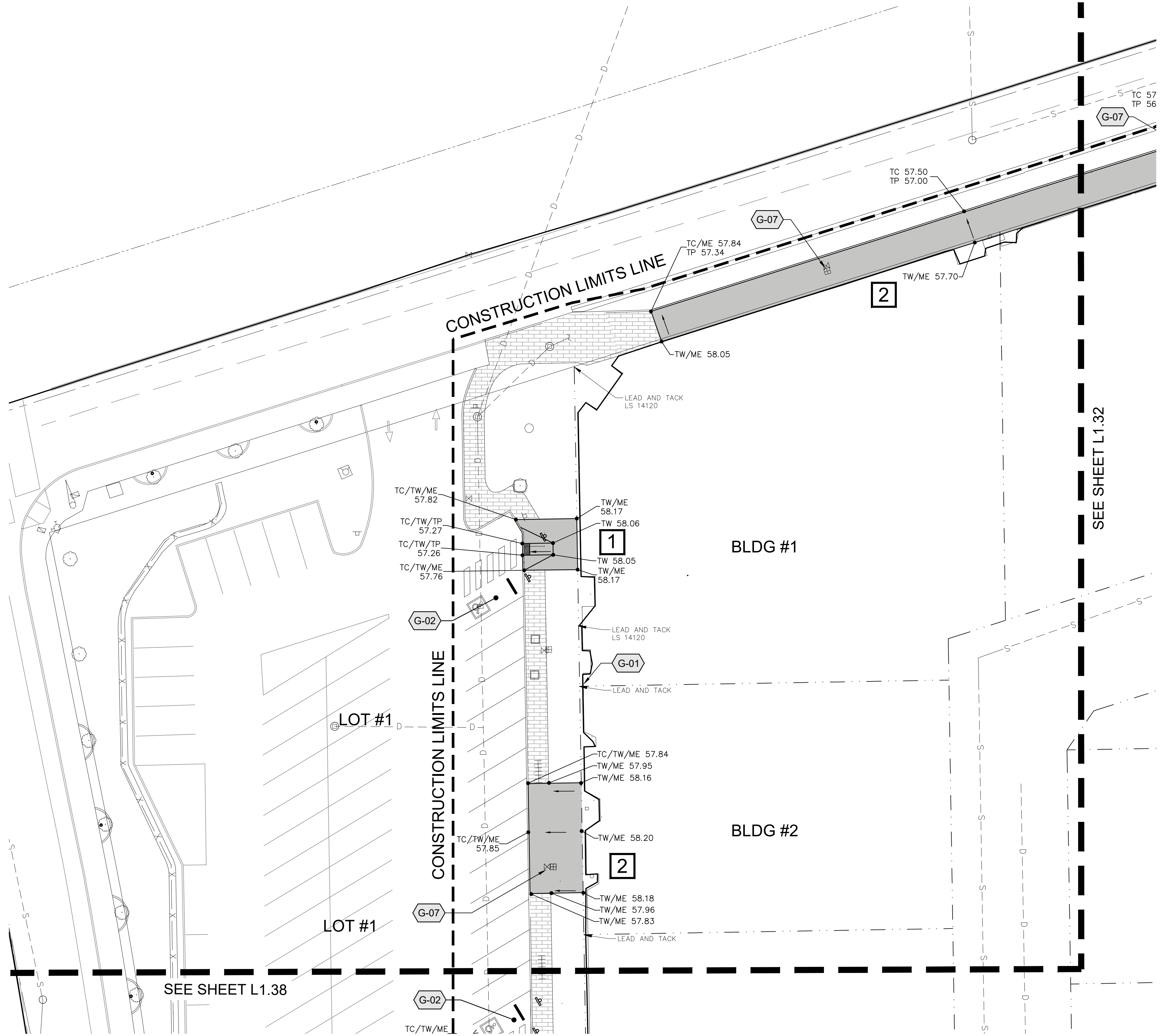
PHASE BID / PERMIT SET

CHECKED BY BO

REVISION

SHEET NO.

L1.30



LEGEND

- 804.02 EXISTING SPOT ELEVATION
← 2.55% DIRECTION OF SLOPE & PERCENT IF SHOWN
• TRW 29.5 TP 26.5 PROPOSED SPOT ELEVATION
— G8 — GRADE BREAK
--- CONSTRUCTION LIMITS ---
- PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE.
2. CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN.
3. GRADES SHOWN ARE FINISH GRADES.
4. ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.
5. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND EXTERIOR PROPERTIES.
6. PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES.
7. MINIMUM OF 1.5% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED.
8. WHERE PROPOSED GRADES MEET EXISTING, SAVE AND PROTECT EXISTING MATERIAL TO GREATEST EXTENT POSSIBLE. MINOR GRADE CHANGES IN THESE EDGE AREAS ARE ACCEPTABLE.
9. CONTRACTOR SHALL CLEAN ALL CHANNEL DRAINS, CATCH BASINS AND PIPING PRIOR TO PUNCH LIST INSPECTION.
10. ADD 300' TO ALL SPOT ELEVATIONS.

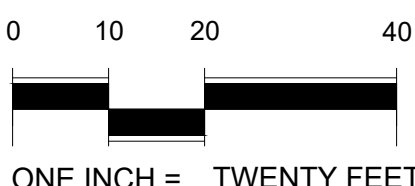
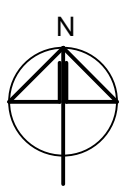
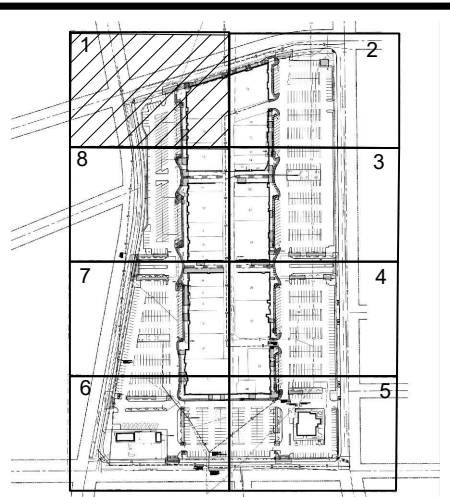
GRADING KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
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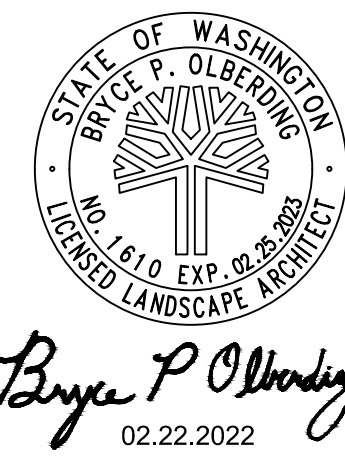
ABBREVIATION LEGEND

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IEO	INVERT ELEVATION OUT	TW	TOP OF WALK
ME	MATCH EXISTING (+/-)	TOW	TOP OF WALL

KEY MAP



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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 1

PROJECT NO. 21025

DESIGNED BY MP/DG

DRAWN BY MP/DG

ISSUE DATE 02/22/2022

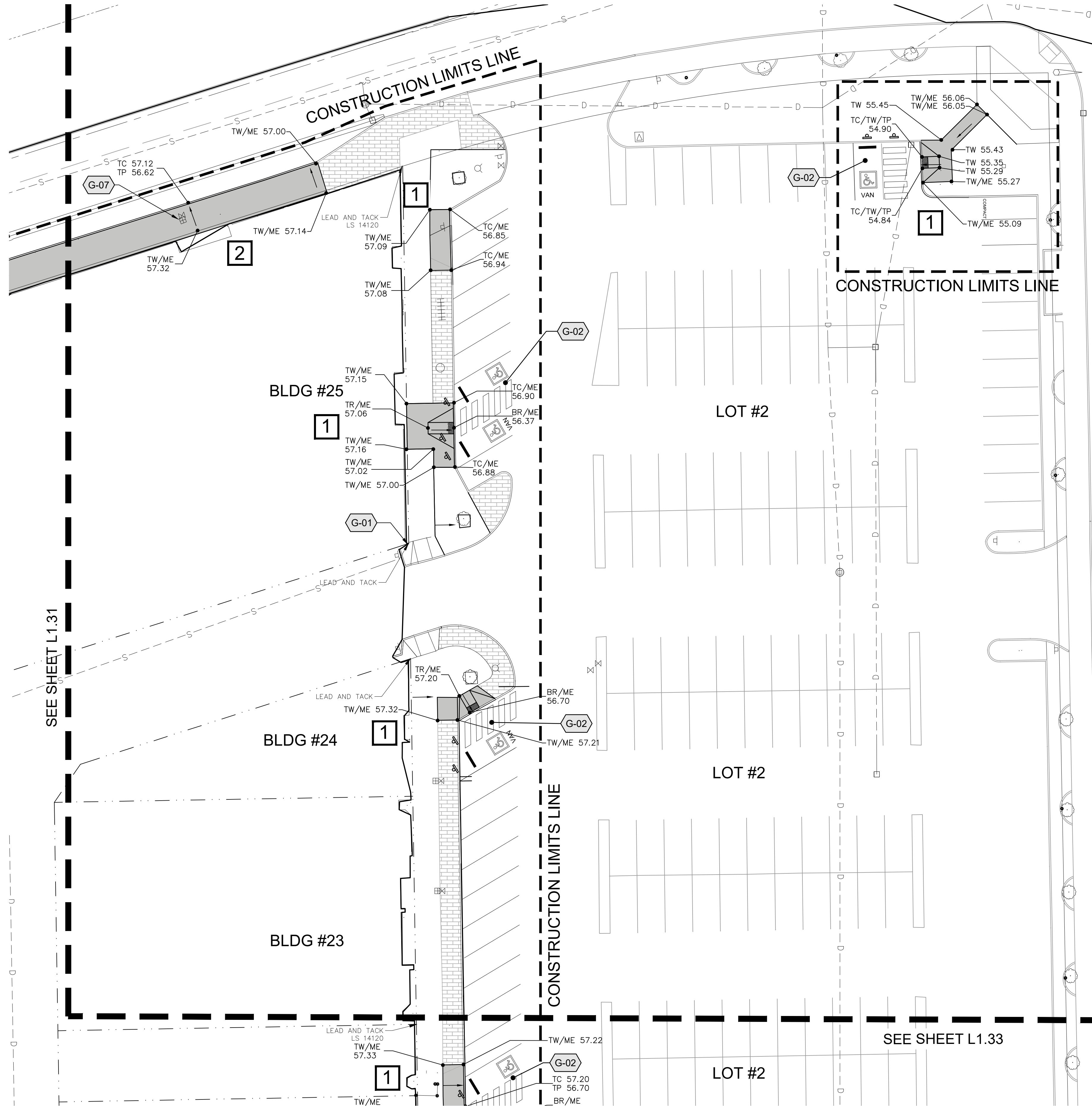
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CHECKED BY BO

REVISION

SHEET NO.

L1.31



LEGEND

- 804.02
← 2.55%
• TW 29.5
TP 26.5
— G0
— CONSTRUCTION LIMITS LINE
- EXISTING SPOT ELEVATION
DIRECTION OF SLOPE & PERCENT IF SHOWN
PROPOSED SPOT ELEVATION
GRADE BREAK
CONSTRUCTION LIMITS
- PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

GENERAL NOTES

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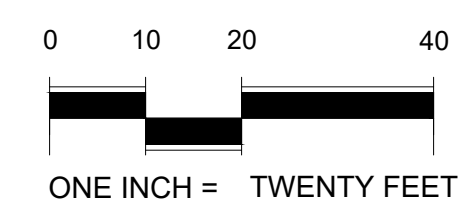
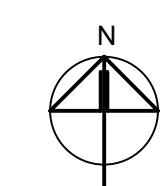
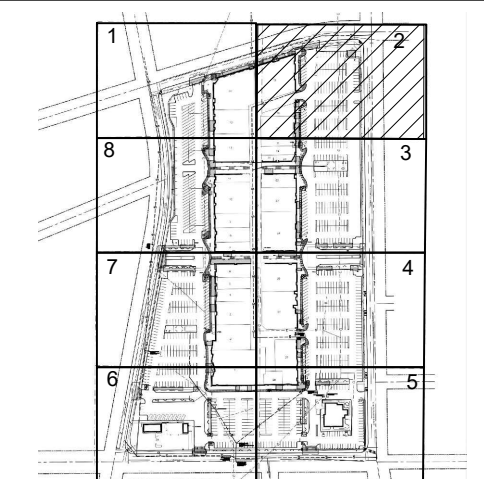
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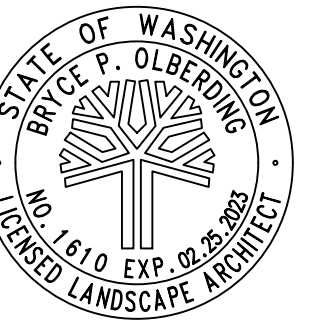
ABBREVIATION LEGEND

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KEY MAP



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Bryce P. Oldenring
02.22.2022



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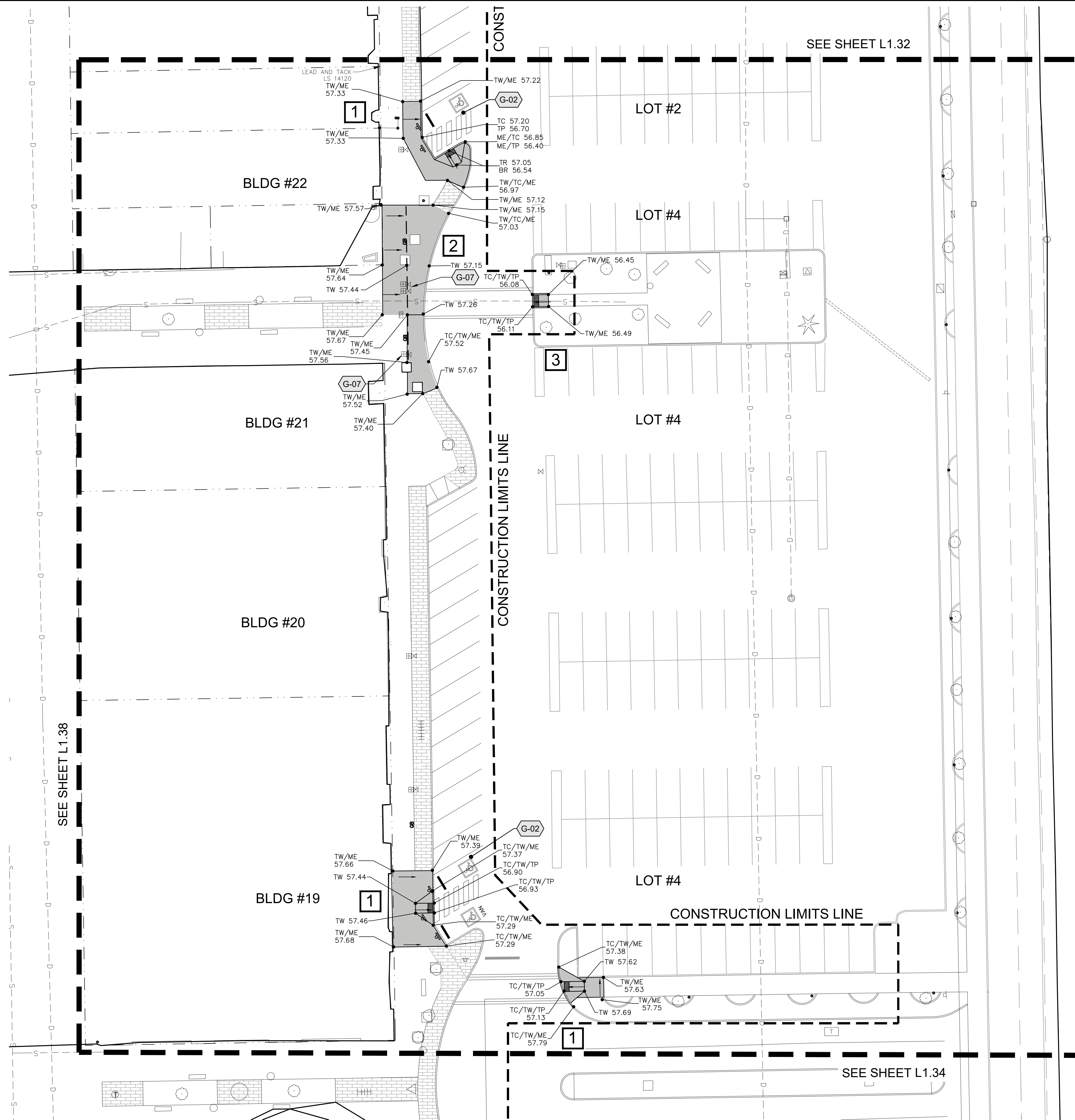
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 2

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.32



LEGEND

- 804.02 EXISTING SPOT ELEVATION
- ← 2.55% DIRECTION OF SLOPE & PERCENT IF SHOWN
- TW 29.5
TP 26.5 PROPOSED SPOT ELEVATION
- G — GRADE BREAK
- CONSTRUCTION LIMITS — CONSTRUCTION LIMITS
- PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

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10. ADD 300' TO ALL SPOT ELEVATIONS.

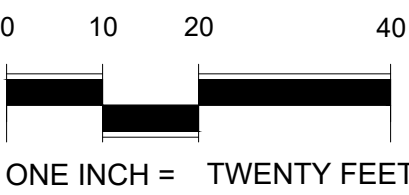
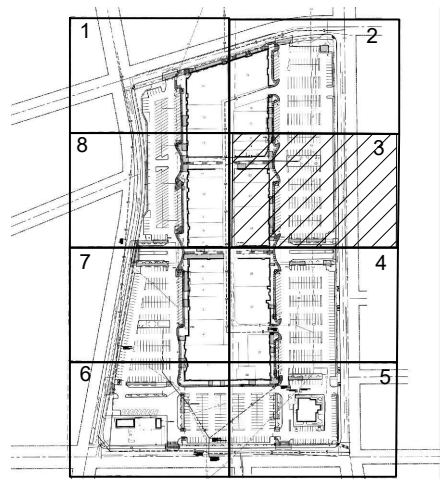
GRADING KEYED NOTES

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G-04	TOP OF CURB FLUSH WITH ASPHALT	
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ABBREVIATION LEGEND

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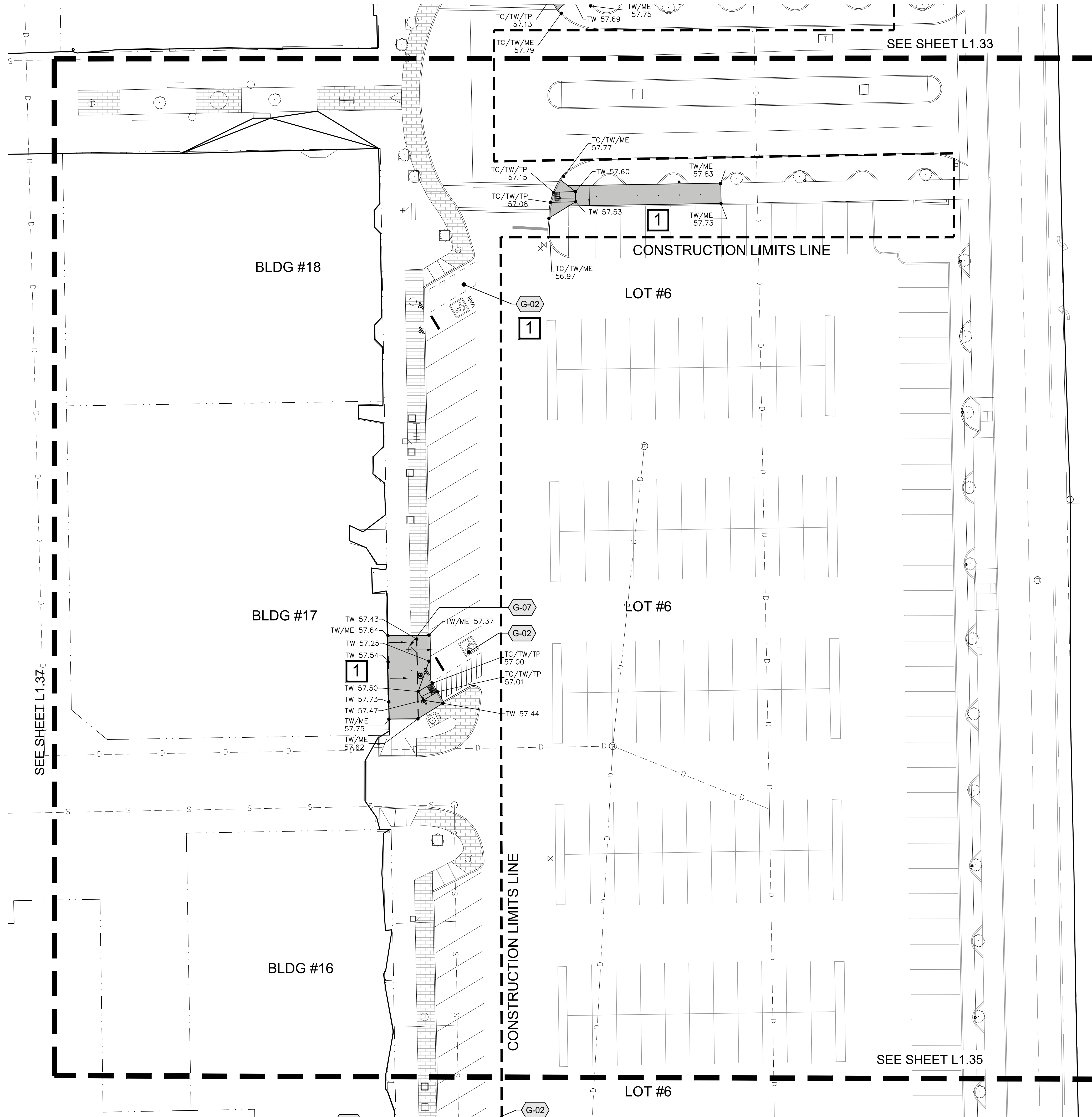
KEY MAP



CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 3

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
CHECKED BY	BO
REVISION	
SHEET NO.	

L1.33



LEGEND

- 804.02 EXISTING SPOT ELEVATION
- ← 2.55% DIRECTION OF SLOPE & PERCENT IF SHOWN
- TW 29.5
TP 26.5 PROPOSED SPOT ELEVATION
- G8 — GRADE BREAK
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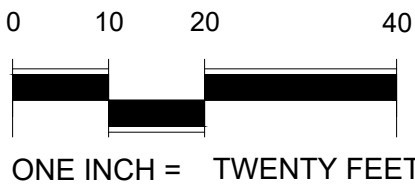
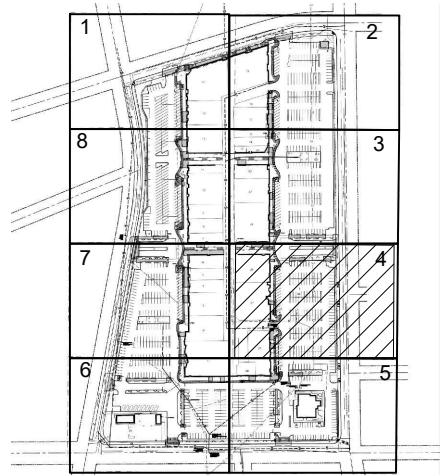
GRADING KEYED NOTES

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KEY MAP



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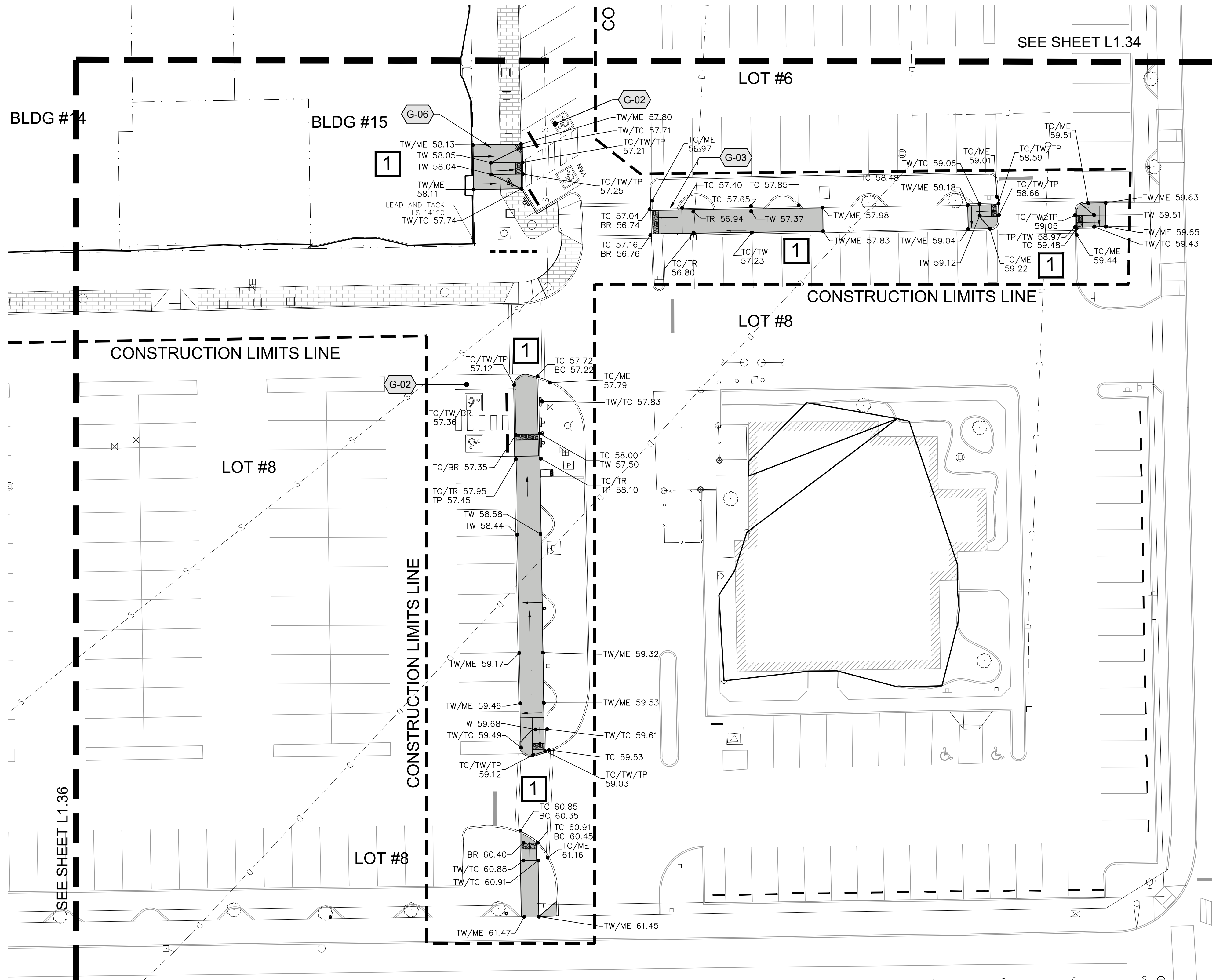
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 4

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
CHECKED BY	BO
REVISION	
SHEET NO.	

L1.34



LEGEND

- EXISTING SPOT ELEVATION
DIRECTION OF SLOPE & PERCENT IF SHOWN
PROPOSED SPOT ELEVATION
GRADE BREAK
CONSTRUCTION LIMITS
- PHASING:
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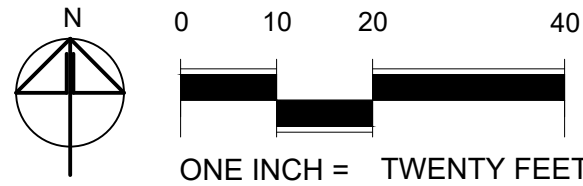
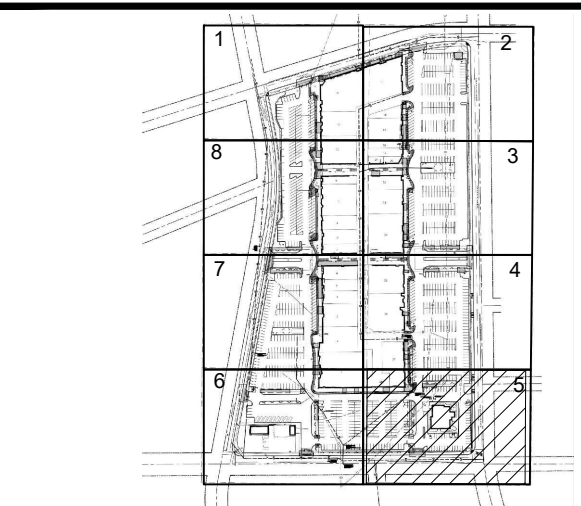
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KEY MAP



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STATE OF WASHINGTON
BY: P. OLBENDING
LICENSED LANDSCAPE ARCHITECT
NO. 610 EXP. 02-2028

By: P. Olbending
02.22.2022

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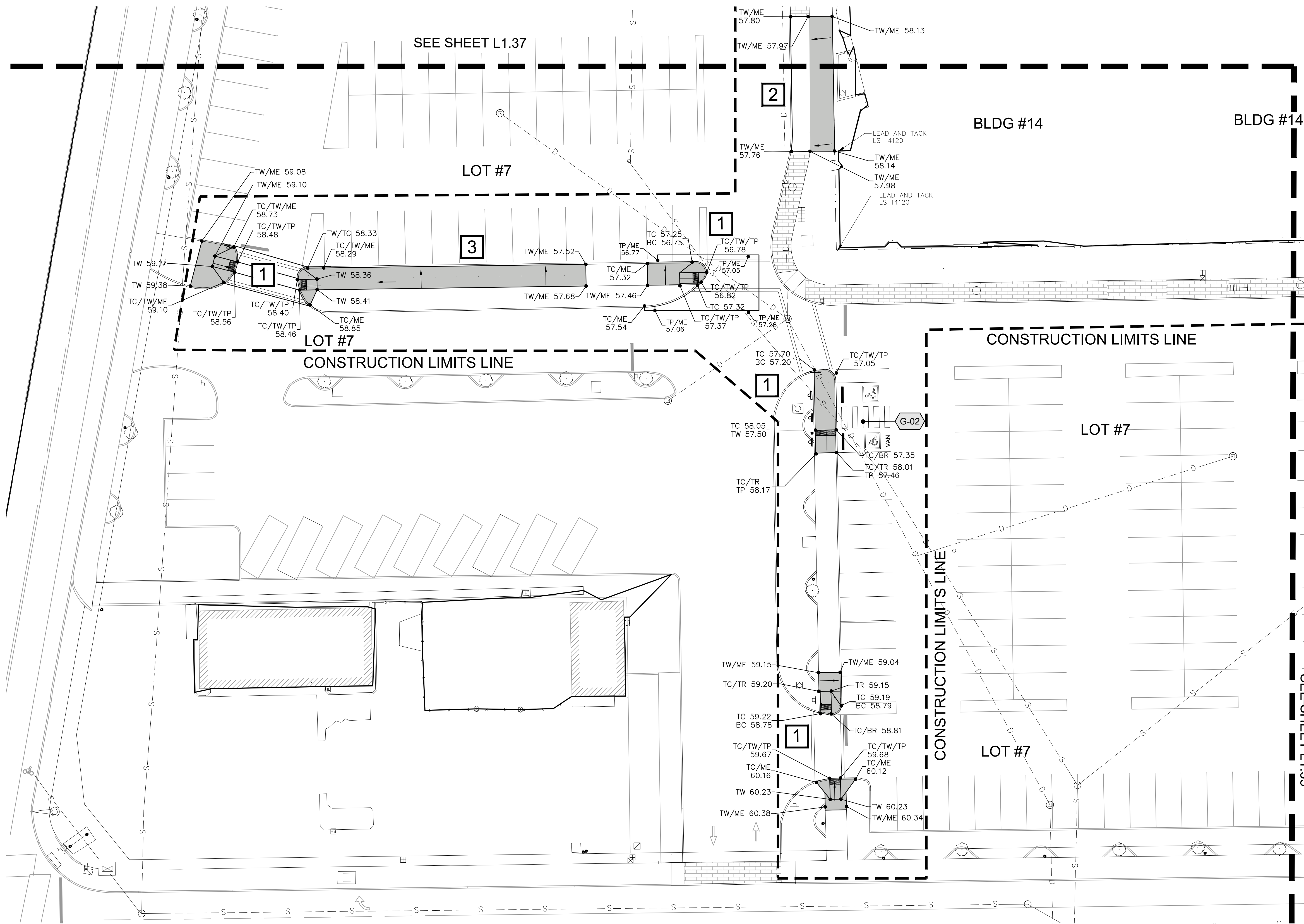
LANDSCAPE ARCHITECT
ARCHITECTS WEST INC.
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(509) 380-5863-9402

CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 5

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.35



LEGEND

- 804.02
2.55%
TW 29.5
TP 28.5
G
CONSTRUCTION LIMITS
- EXISTING SPOT ELEVATION
DIRECTION OF SLOPE & PERCENT IF SHOWN
PROPOSED SPOT ELEVATION
GRADE BREAK
CONSTRUCTION LIMITS
- PHASING:
1 - FIRST PHASE
2 - SECOND PHASE
3 - THIRD PHASE

GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE.
- CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN.
- GRADES SHOWN ARE FINISH GRADES.
- ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND EXTERIOR PROPERTIES.
- PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES.
- MINIMUM OF 1.5% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED.
- WHERE PROPOSED GRADES MEET EXISTING, SAVE AND PROTECT EXISTING MATERIAL TO GREATEST EXTENT POSSIBLE. MINOR GRADE CHANGES IN THESE EDGE AREAS ARE ACCEPTABLE.
- CONTRACTOR SHALL CLEAN ALL CHANNEL DRAINS, CATCH BASINS AND PIPING PRIOR TO PUNCH LIST INSPECTION.
- ADD 300' TO ALL SPOT ELEVATIONS.

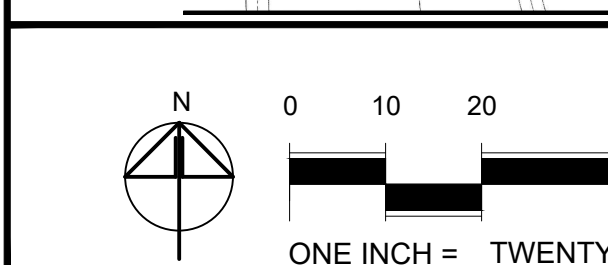
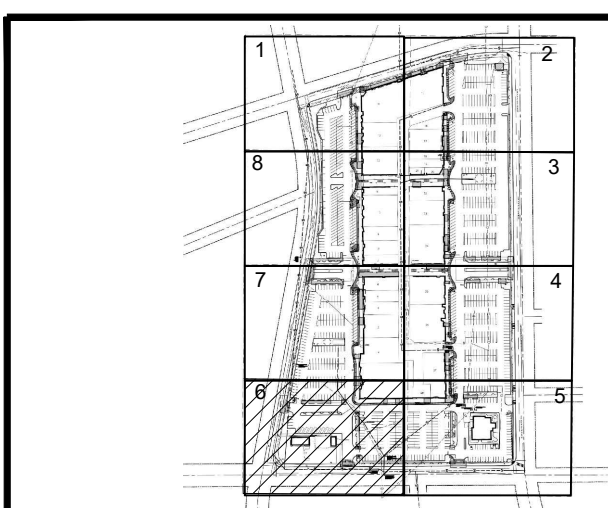
GRADING KEYED NOTES

SYMBOL	DESCRIPTION	DETAIL
G-01	ESTABLISH BENCHMARK AT EXISTING SET MONUMENTS / LEAD & TACKS PER AHBL SURVEY DATED 6/23/21	
G-02	MAXIMUM SLOPE WITHIN ADA STALLS AND AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.	
G-03	TRANSITION CURB FROM FLUSH TO 6" EXPOSED PER DETAIL	6/L.1.41
G-04	TOP OF CURB FLUSH WITH ASPHALT	
G-05	SAVE AND PROTECT EXISTING TREES. AVOID DAMAGING ROOTS/LIMBS AND AVOID COMPACTING SOIL.	6/L.1.40
G-06	MAXIMUM SLOPE ON CONCRETE NOT TO EXCEED 2% IN ANY DIRECTION.	1/L.1.40
G-07	ADJUST UTILTY BOX ELEVATIONS AS REQUIRED TO MAKE FLUSH WITH NEW CONCRETE FLATWORK, TYP.	

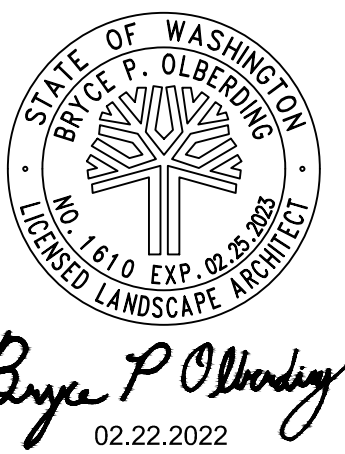
ABBREVIATION LEGEND

BB	BOTTOM OF BASIN	MH	MANHOLE
BD	BOTTOM OF DRAIN	RWL	RAINWATER LEADER
BS	BOTTOM OF STEP	SB	SPLASH BLOCK
BG	BOTTOM OF GUTTER	SE	SOIL ELEVATION
BRW	FINISH GRADE ADJACENT TO BOTTOM OF RETAINING WALL	SG	SUBGRADE ELEVATION
CI	CURB INLET	TD	TOP OF DRAIN
DW	DRYWELL	TBC	TOP OF BASE COURSE
FL	FLOW LINE - DITCH/PAVEMENT	TC	TOP FACE OF CURB
FFE	FINISHED FLOOR ELEVATION	TG	TOP OF GRATE
FG	FINISH GRADE	TP	TOP OF PAVEMENT
GB	GRADE BREAK	TR	TOP OF RAMP
HP	HIGH POINT	TS	TOP OF STEP
LP	LOW POINT	TRW	TOP OF RETAINING WALL BLOCK
IEO	INVERT ELEVATION OUT	TW	TOP OF WALK
ME	MATCH EXISTING (+/-)	TOW	TOP OF WALL

KEY MAP



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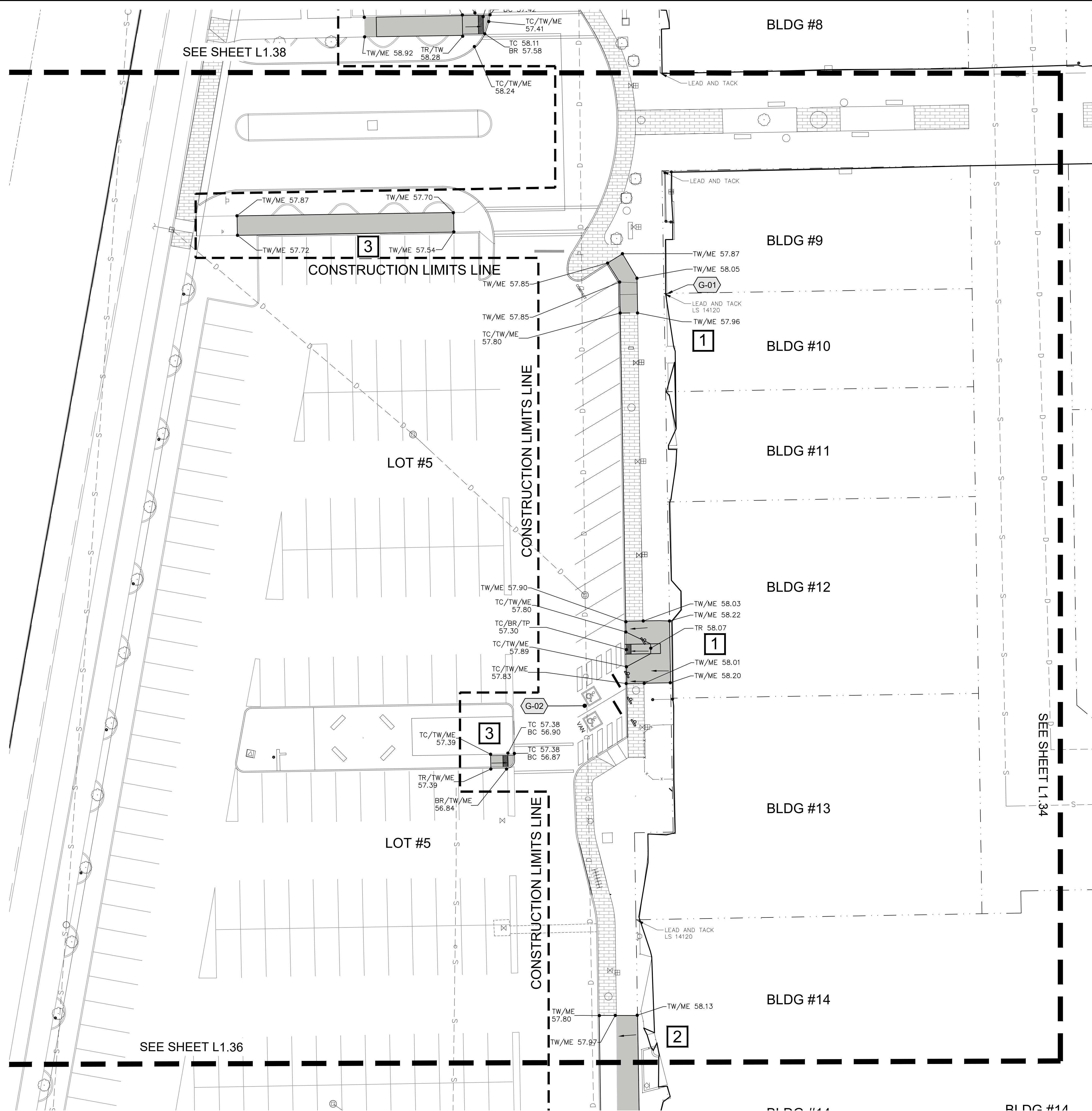
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 6

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
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REVISION
SHEET NO.

L1.36



LEGEND

• 804.02

2.55%

• TW 29.5
TP 26.5

GB

CONSTRUCTION LIMITS

EXISTING SPOT ELEVATION

DIRECTION OF SLOPE & PERCENT IF SHOWN

PROPOSED SPOT ELEVATION

GRADE BREAK

CONSTRUCTION LIMITS

PHASING:

1 - FIRST PHASE

2 - SECOND PHASE

3 - THIRD PHASE

1

2

3

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE.

2. CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN.

3. GRADES SHOWN ARE FINISH GRADES.

4. ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.

5. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND EXTERIOR PROPERTIES.

6. PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES.

7. MINIMUM OF 1.5% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED.

8. WHERE PROPOSED GRADES MEET EXISTING, SAVE AND PROTECT EXISTING MATERIAL TO GREATEST EXTENT POSSIBLE. MINOR GRADE CHANGES IN THESE EDGE AREAS ARE ACCEPTABLE.

9. CONTRACTOR SHALL CLEAN ALL CHANNEL DRAINS, CATCH BASINS AND PIPING PRIOR TO PUNCH LIST INSPECTION.

10. ADD 300' TO ALL SPOT ELEVATIONS.

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IEO	INVERT ELEVATION OUT	TW	TOP OF WALK
ME	MATCH EXISTING (+/-)	TOW	TOP OF WALL

KEY MAP

N

0 10 20 40

ONE INCH = TWENTY FEET

CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 7

PROJECT NO. 21025

DESIGNED BY MP/DG

DRAWN BY MP/DG

ISSUE DATE 02/22/2022

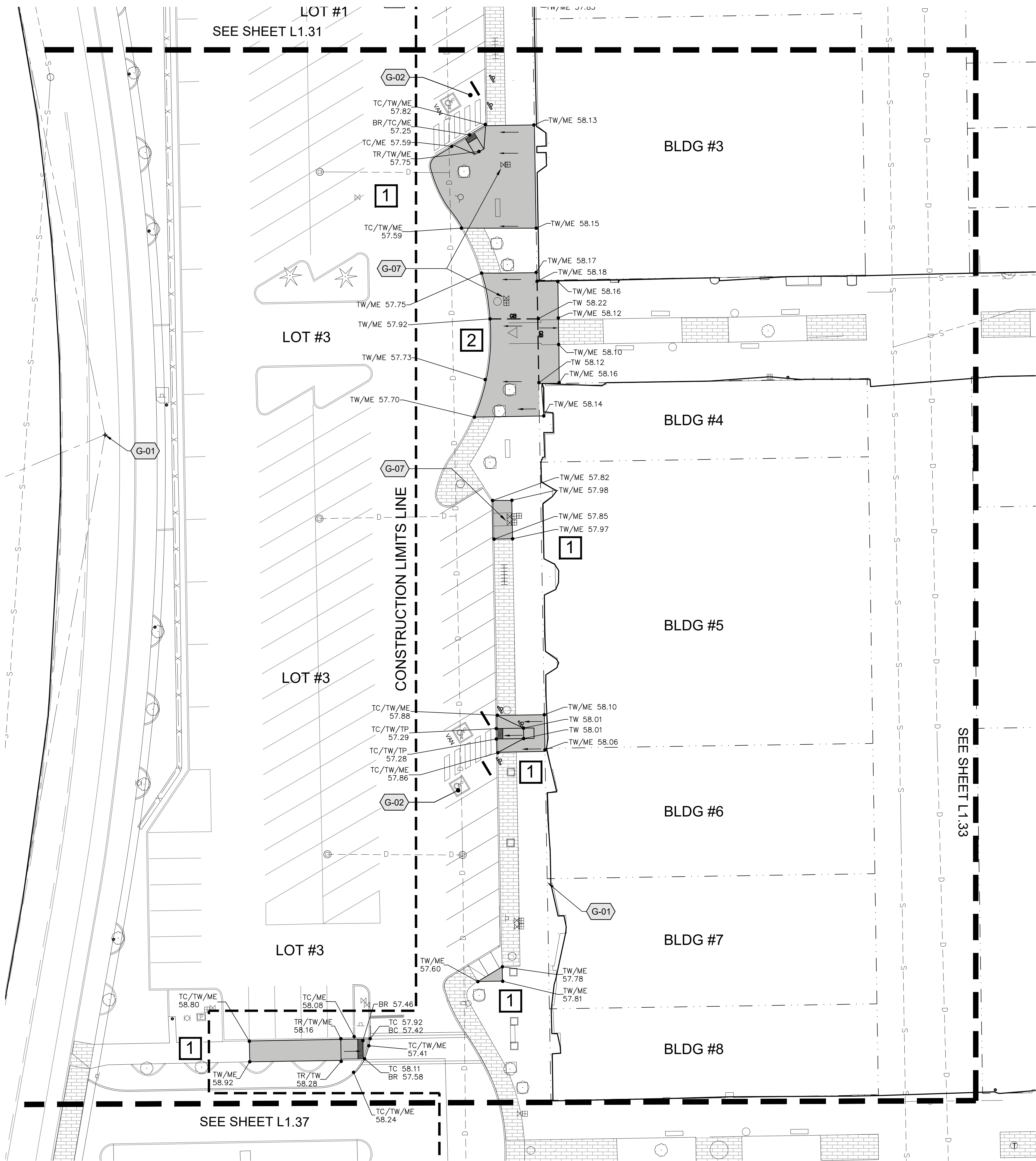
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REVISION

SHEET NO.

L1.37



LEGEND

- EXISTING SPOT ELEVATION
DIRECTION OF SLOPE & PERCENT IF SHOWN
PROPOSED SPOT ELEVATION
GRADE BREAK
CONSTRUCTION LIMITS
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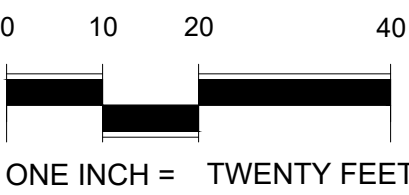
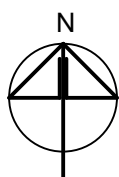
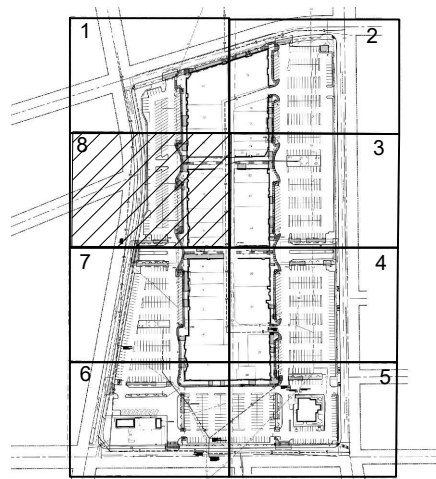
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KEY MAP



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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
GRADING PLAN - AREA 8

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
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SHEET NO.

L1.38

FINISH SURFACE PER PLANS

12" x 18" SIGN WITH INTERNATIONAL SYMBOL OF ACCESS. REFER TO ACCESSIBLE PARKING SIGN DETAIL FOR MORE INFORMATION. TYPICAL AT ALL ACCESSIBLE STALLS.

ACCESSIBLE PARKING AISLE PER PLAN. TYPICAL 8'-0" FOR VAN, MIN. WIDTH 5'-0" FOR ALL NON-VAN STALLS.

RAMP PER PLANS AND DETAILS

STALL STRIPING AS SPECIFIED, TYPICAL

INTERNATIONAL SYMBOL OF ACCESS PAINTED ON PAVING. SYMBOL AND BORDER SHALL BE WHITE. INSIDE BORDER SHALL BE BLUE, AND AISLES SHALL BE WHITE

'NO PARKING' SIGN AT HEAD OF ALL 'VAN ACCESSIBLE' ACCESS AISLES

12" x 18" SIGN WITH INTERNATIONAL SYMBOL OF ACCESS AND SEPARATE 'VAN ACCESSIBLE' SIGN. REFER TO ACCESSIBLE PARKING SIGN DETAIL. THIS SHEET FOR MORE INFORMATION. TYPICAL AT ALL 'VAN' ACCESSIBLE STALLS.

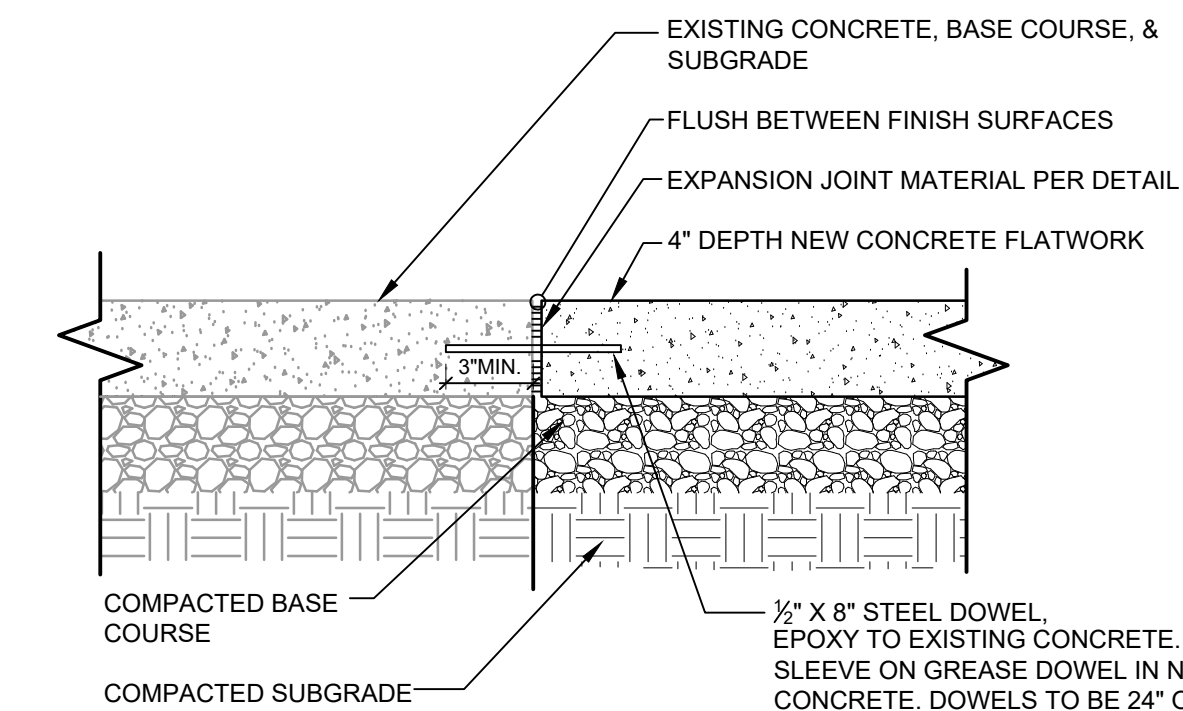
CONCRETE WHEELSTOP AT FLUSH CURB LOCATIONS, TYP.

NOTES:

1. REFER TO LAYOUT PLAN FOR SPECIFIC STALL LOCATIONS AND DIMENSIONS.
2. DIMENSIONS ON THE PLANS SHALL SUPERSEDE THOSE OF THE DETAIL.
3. ALL ACCESSIBLE PARKING STALLS AND SIGNS SHALL CONFORM TO ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR ACCESSIBLE PARKING.
4. AT ALL 'VAN ACCESSIBLE' STALLS, PAINT THE WORD "VAN" IN 18" HIGH LETTERS ADDITION TO THE SYMBOL.
5. OMIT SIGN POST & BASE OF 'NO PARKING' SIGN AT THE HEAD OF THE AISLE AND MOUNT SIGN ON ADJACENT BUILDING IF PERMITTED BY OWNER.

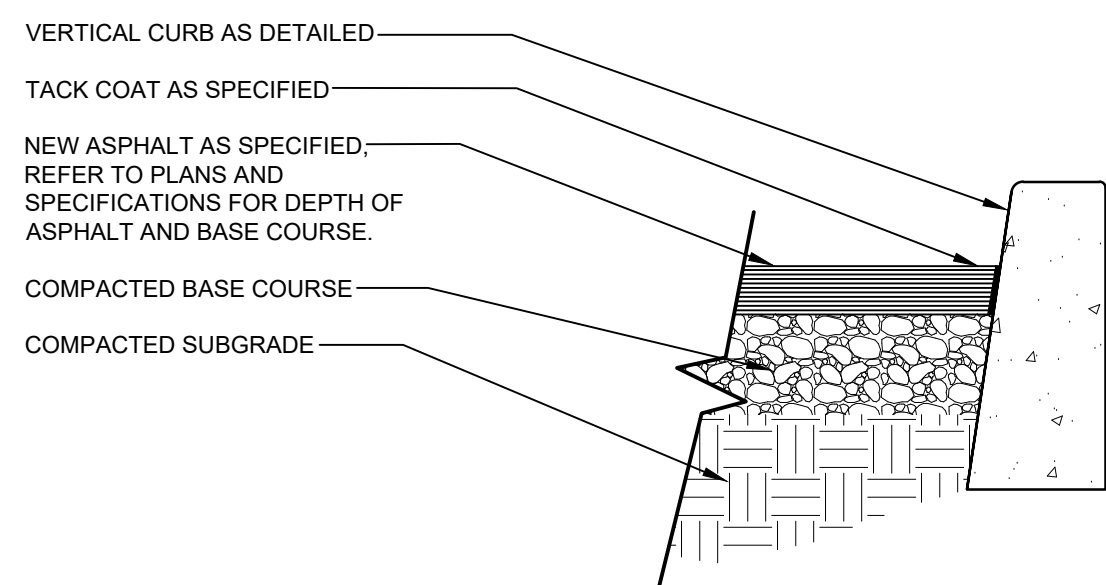
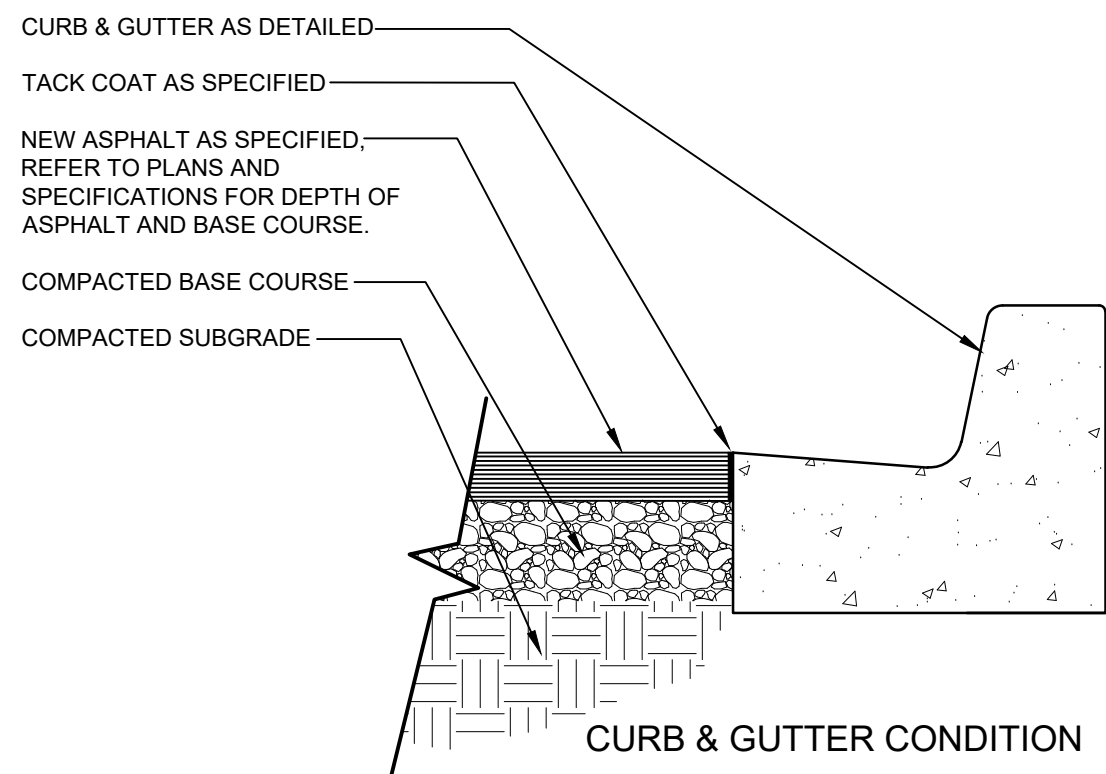
1 ADA STALL LAYOUT

1" = 10'



2 NEW CONCRETE MEETS EXISTING CONCRETE

1 1/2" = 1'-0"

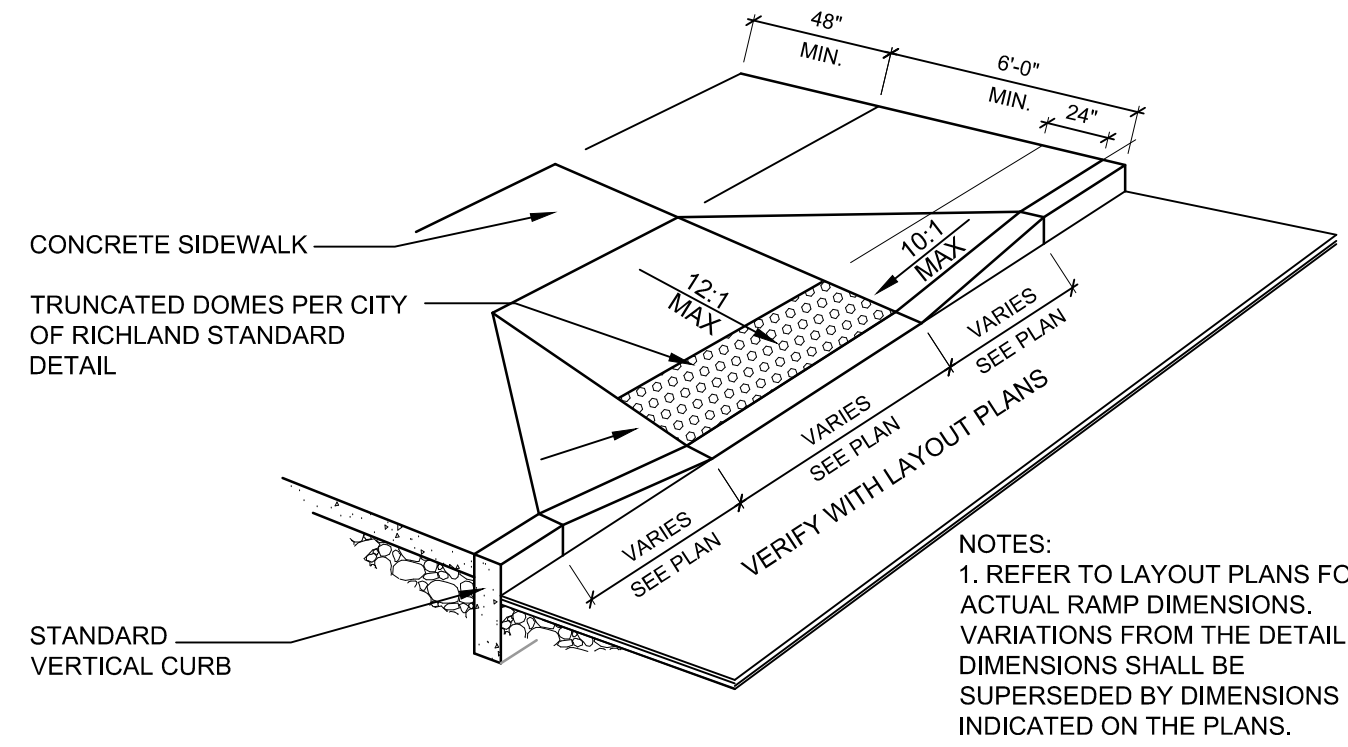


NOTES:

1. REFER TO PLAN FOR LOCATIONS.
2. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
3. REFER TO GEO-TECH REPORT FOR LIGHT DUTY AND HEAVY DUTY SECTION THICKNESSES

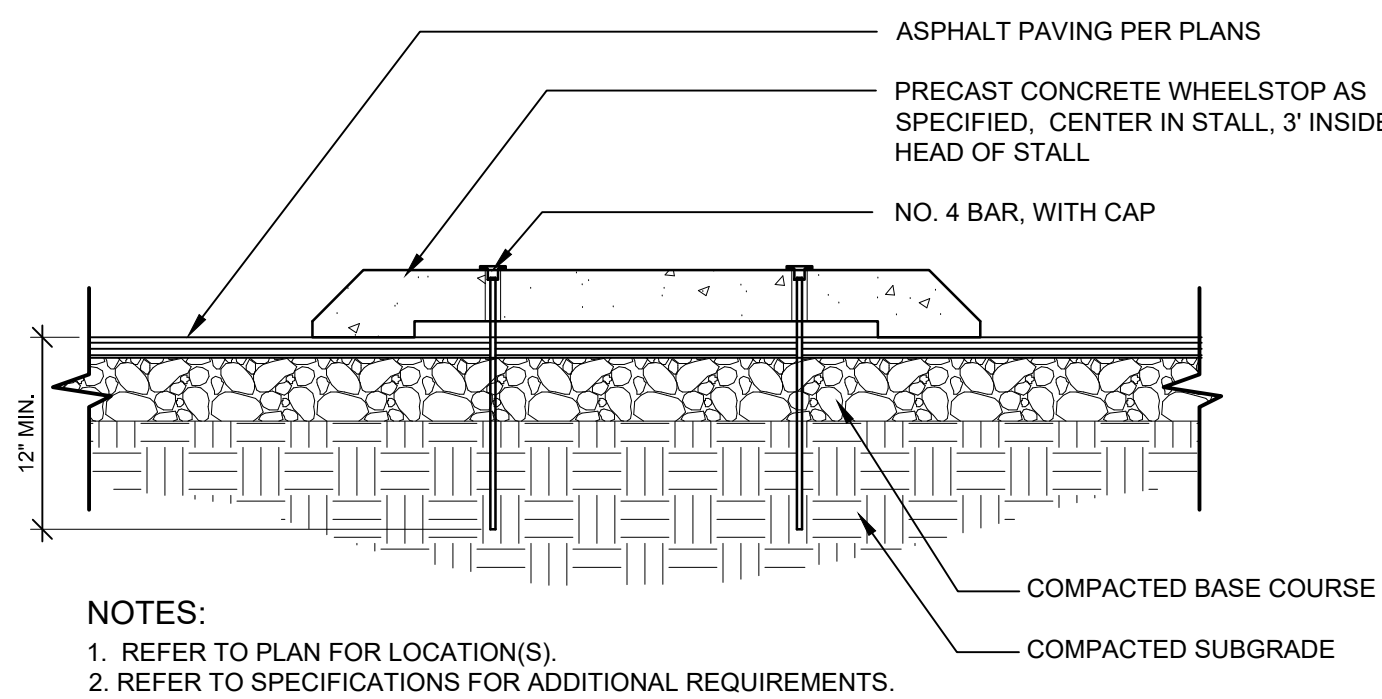
7 ASPHALT PAVING

1" = 1'-0"



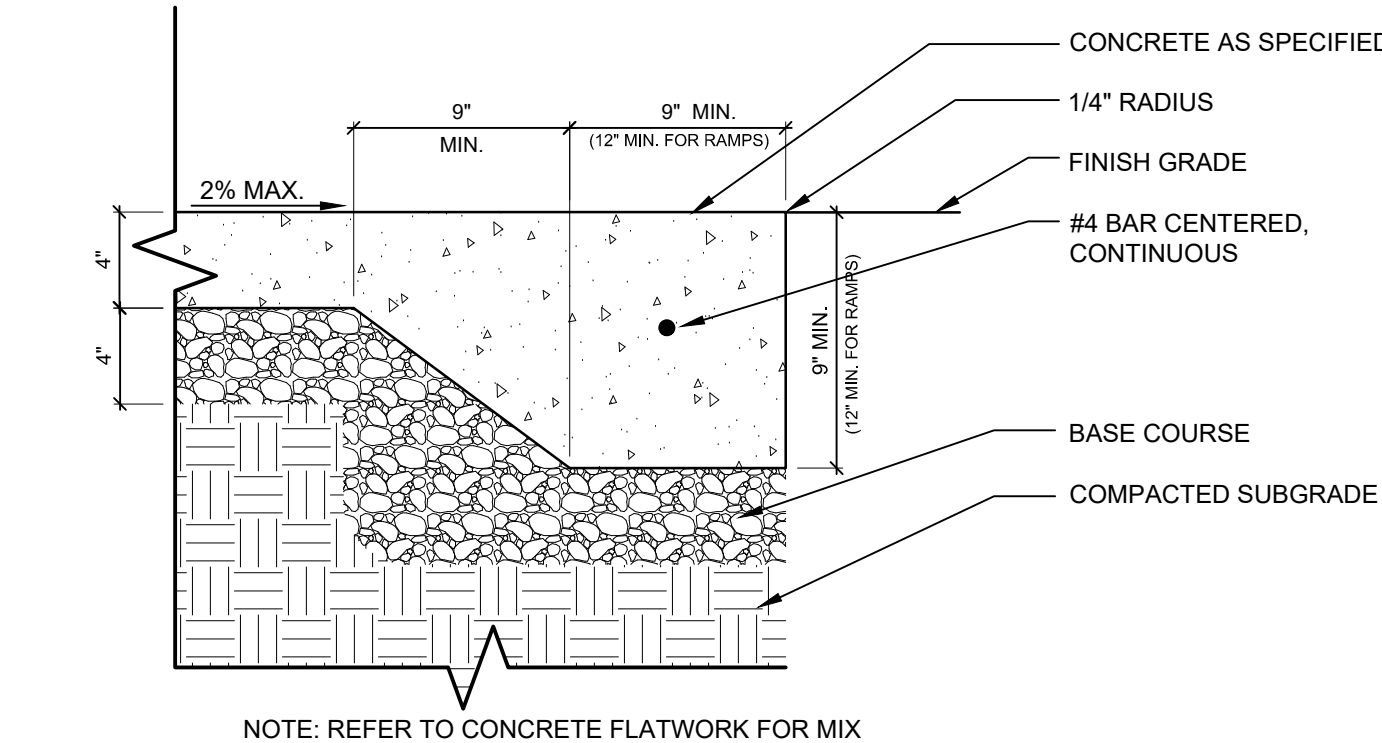
3 CURB CUT RAMP - TYPE I

NTS



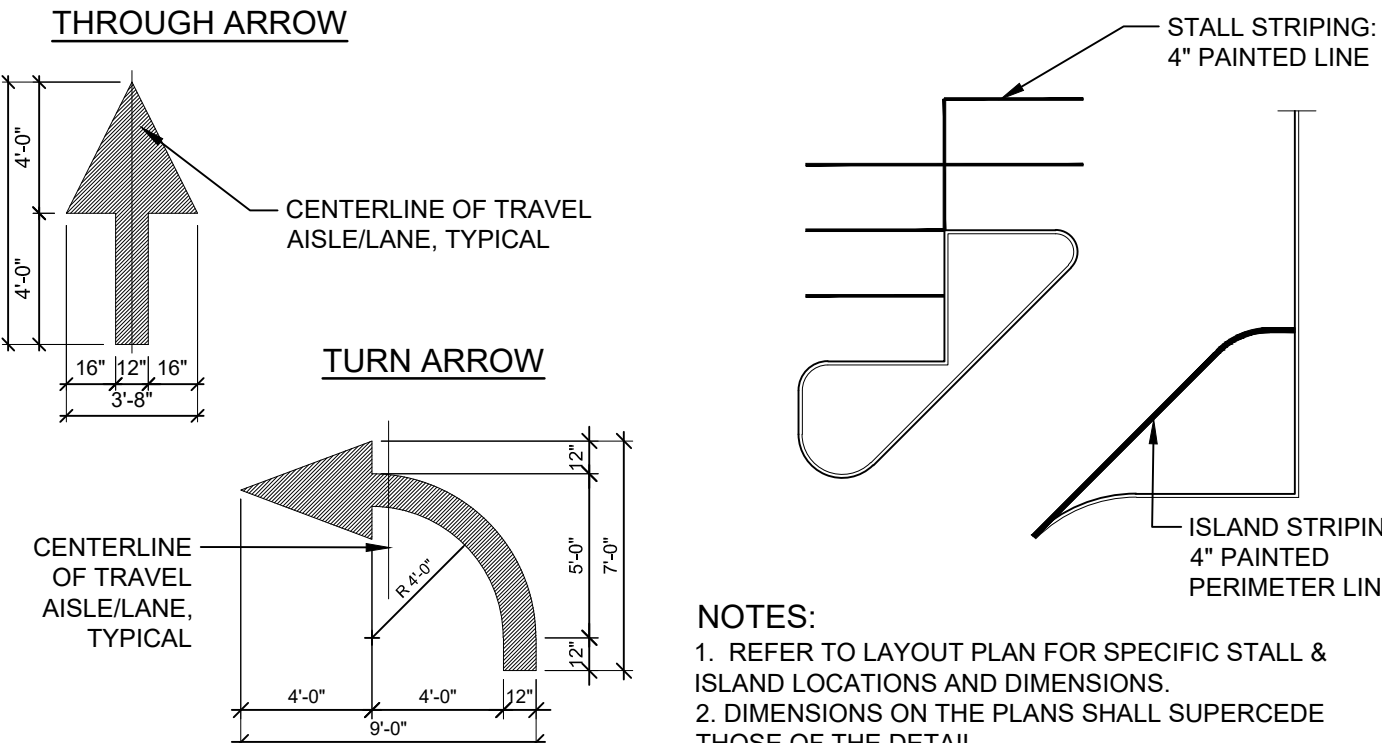
4 CONCRETE WHEEL STOP

NTS



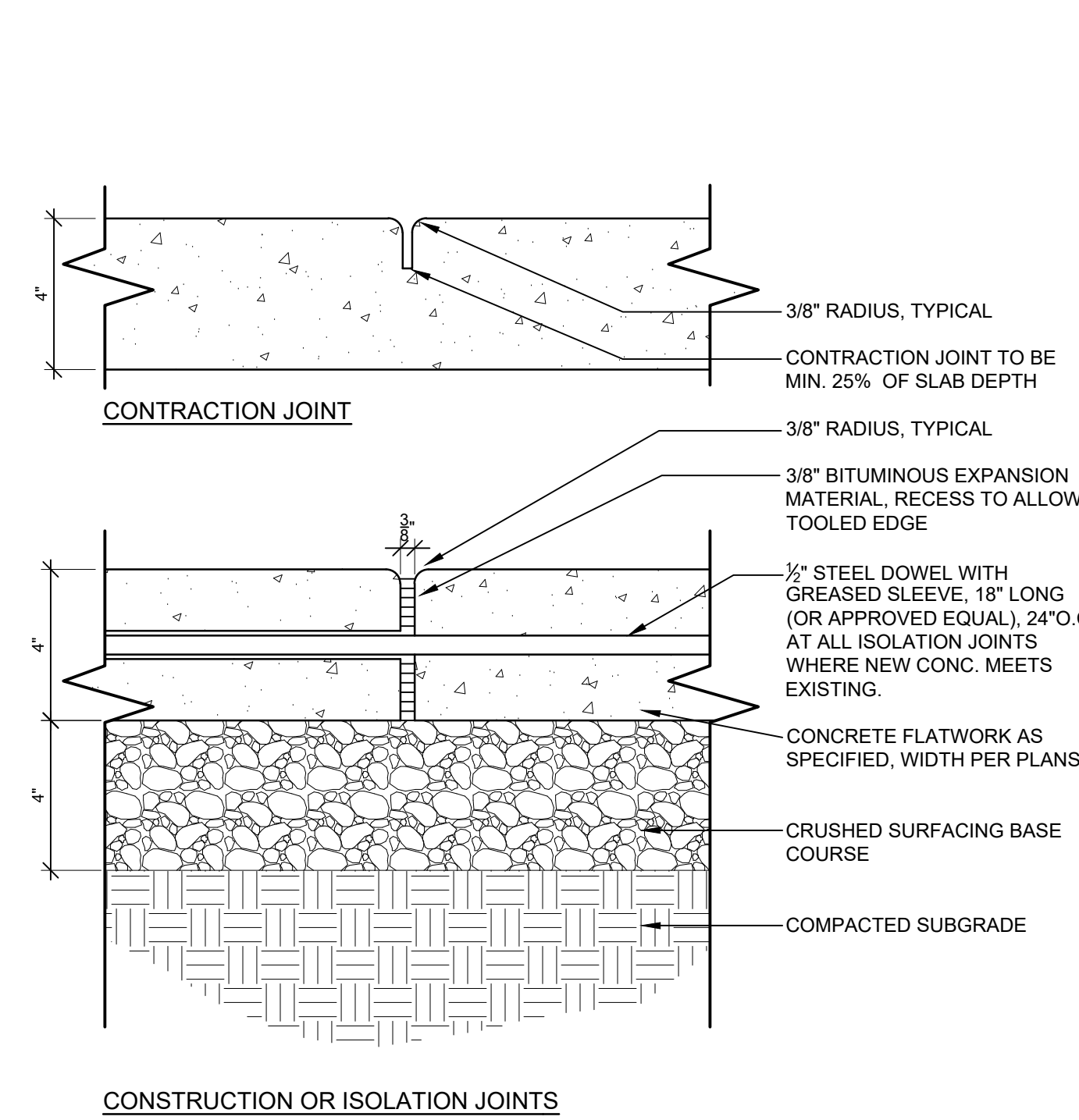
8 THICKENED EDGE CONCRETE

1 1/2" = 1'-0"



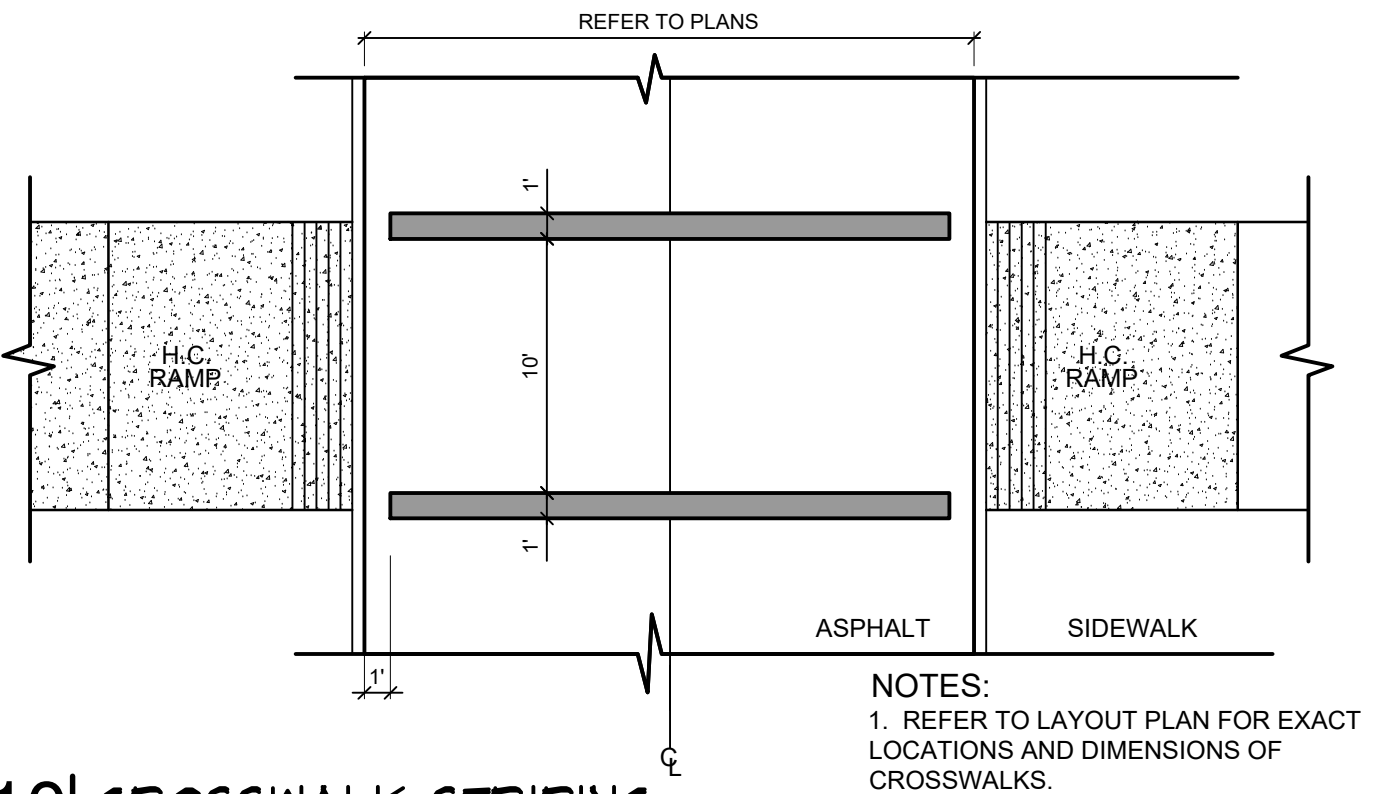
9 PARKING LOT STRIPING

NTS



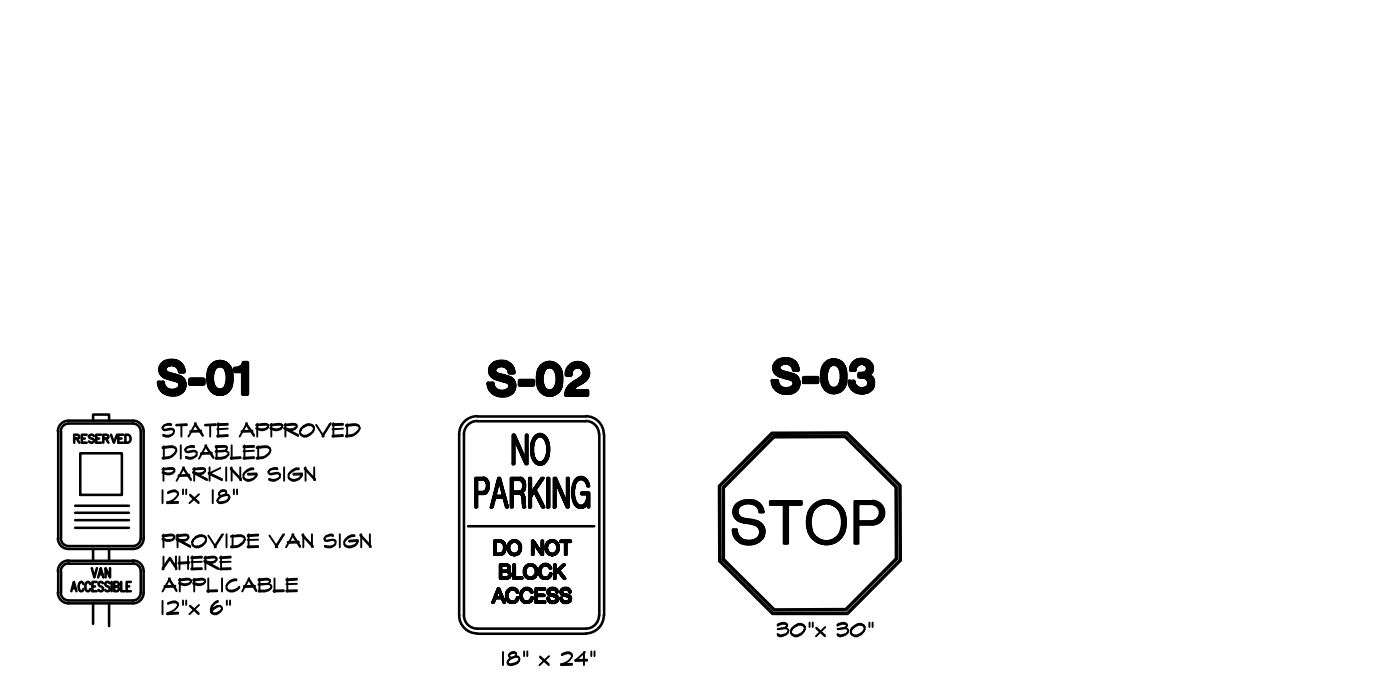
5 CONCRETE FLATWORK/EXPANSION JOINT

3" = 1'-0"



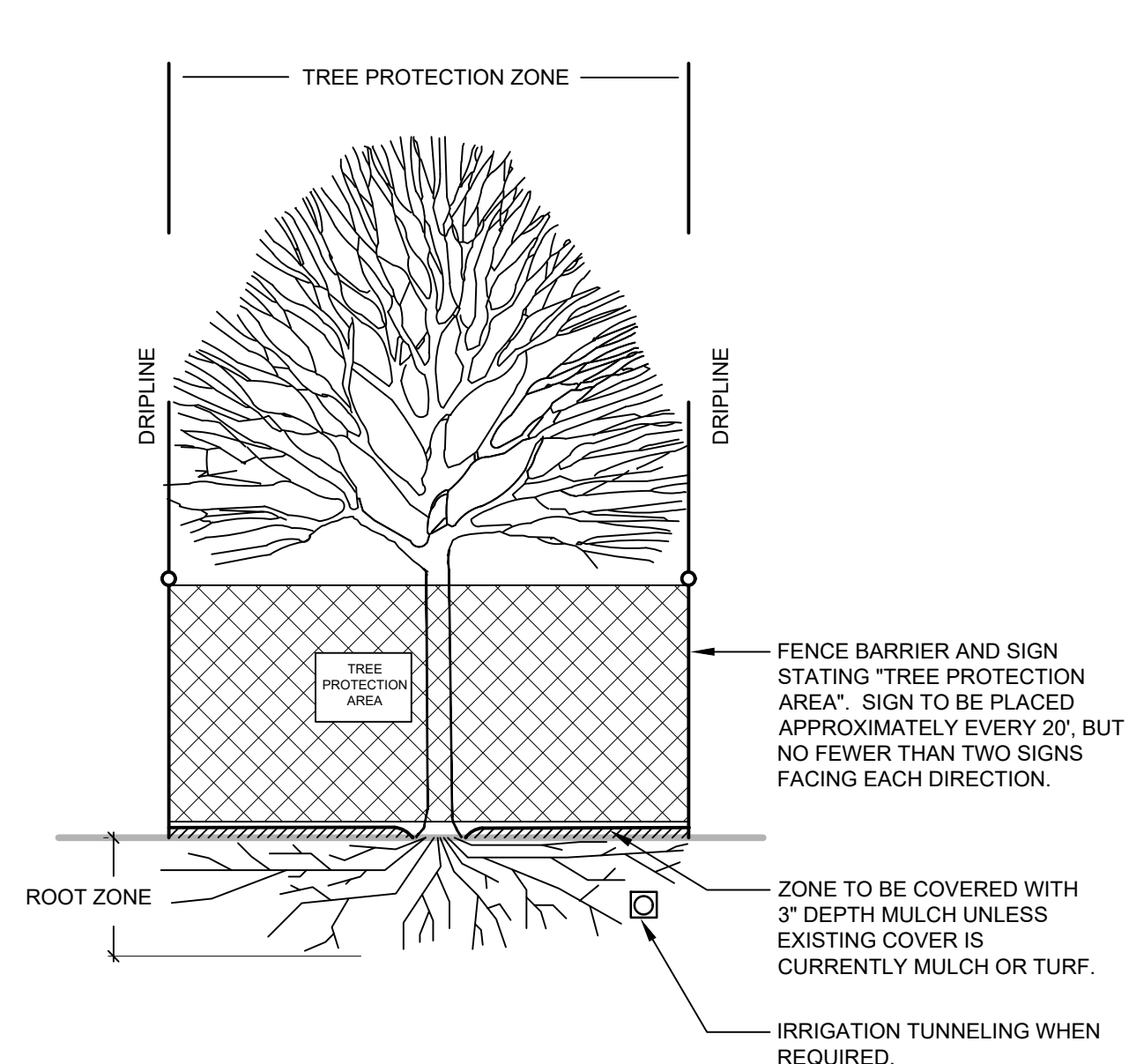
10 CROSSWALK STRIPING

NTS



11 SIGNAGE LEGEND

NTS



NOTES:

1. CONTRACTOR SHALL KEEP TREE PROTECTION ROOT ZONE MOIST AT ALL TIMES. COORDINATE WITH OWNER AND WATER AS REQUIRED.
2. NO CHEMICALS, EQUIPMENT, OR OTHER DETRIMENTAL ACTIVITIES SHALL BE ALLOWED WITHIN THE FENCED AREA UNLESS APPROVED BY LANDSCAPE ARCHITECT.
3. WHEN CONSTRUCTION ACTIVITIES ARE APPROVED WITHIN TREE PROTECTION ZONE, THE FOLLOWING PRECAUTIONS MUST BE FOLLOWED:
 - 6" DEPTH MULCH OR SHREDDED WOOD CHIPS AND 3/4" PLYWOOD PANELS FOR ALL AREAS THAT REQUIRE EQUIPMENT ACCESS.
 - ROOTS TWO INCHES OR LARGER IN DIAMETER SHALL BE CUT SQUARE WITH SHARP SAW OR SHEERS.
 - IRRIGATION TRENCHES SHALL TUNNEL UNDER TREE ROOTS LARGER THAN 2" DIAMETER.
4. MAINTAIN PROTECTION ZONES FREE OF WEEDS AND TRASH

6 EXISTING TREE PROTECTION

NTS

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Bryce P. Olberding
02.22.2022



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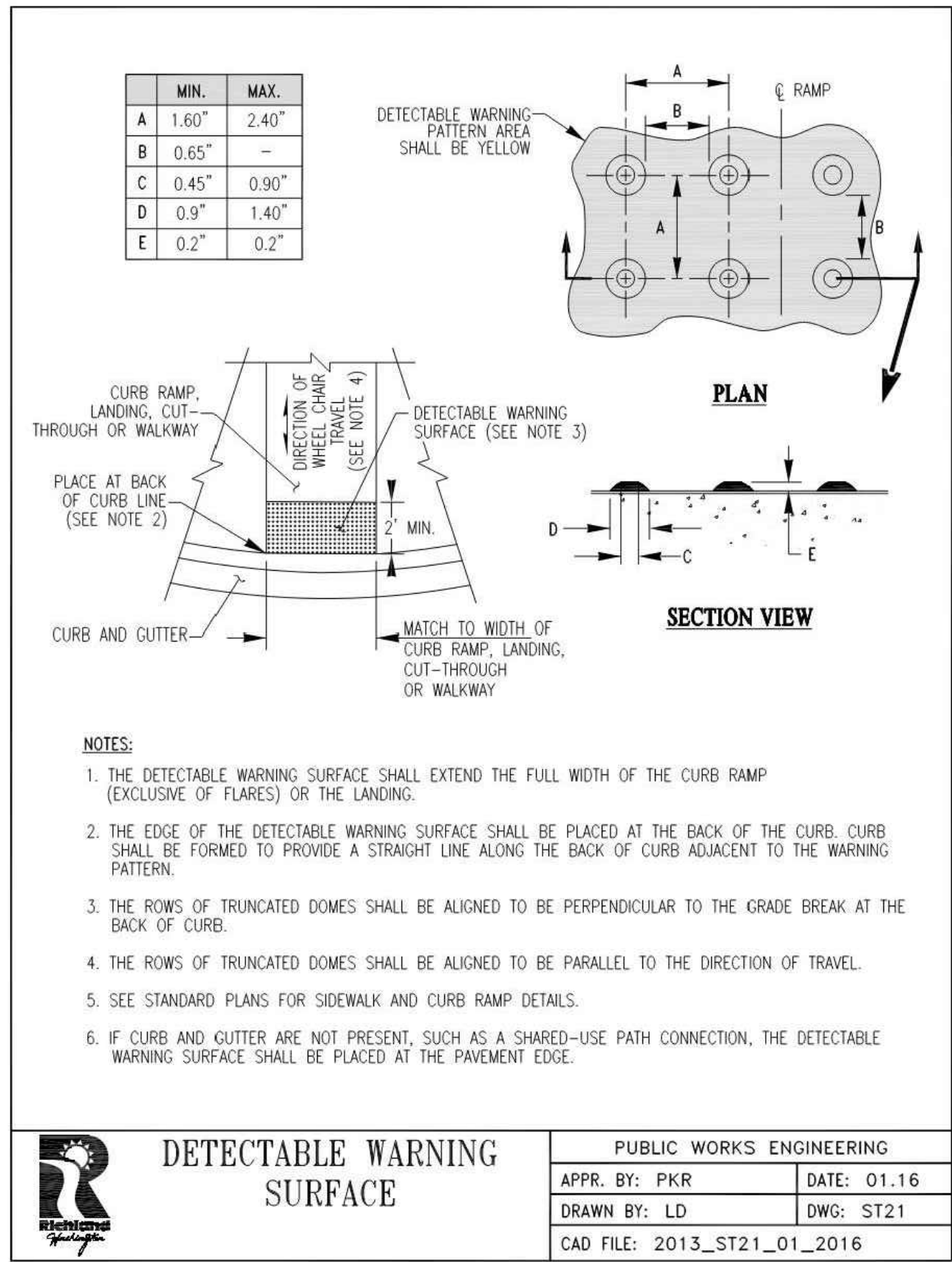
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
SITE DETAILS

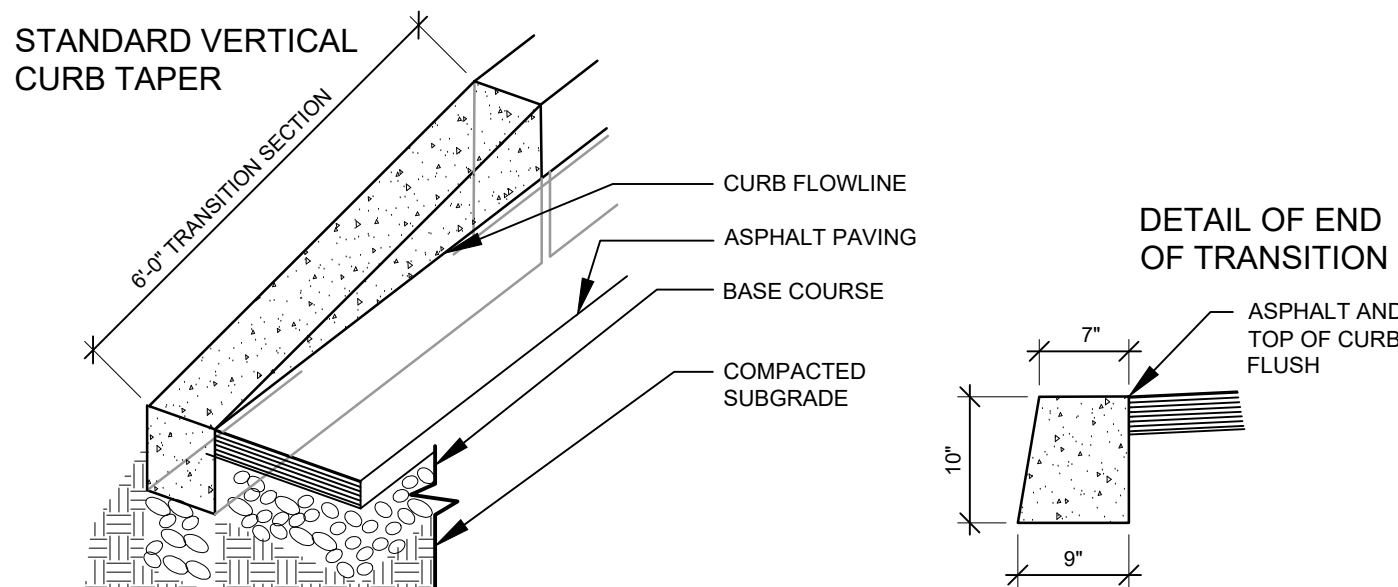
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SHEET NO.

L1.40



1 | CITY OF RICHLAND DETAIL

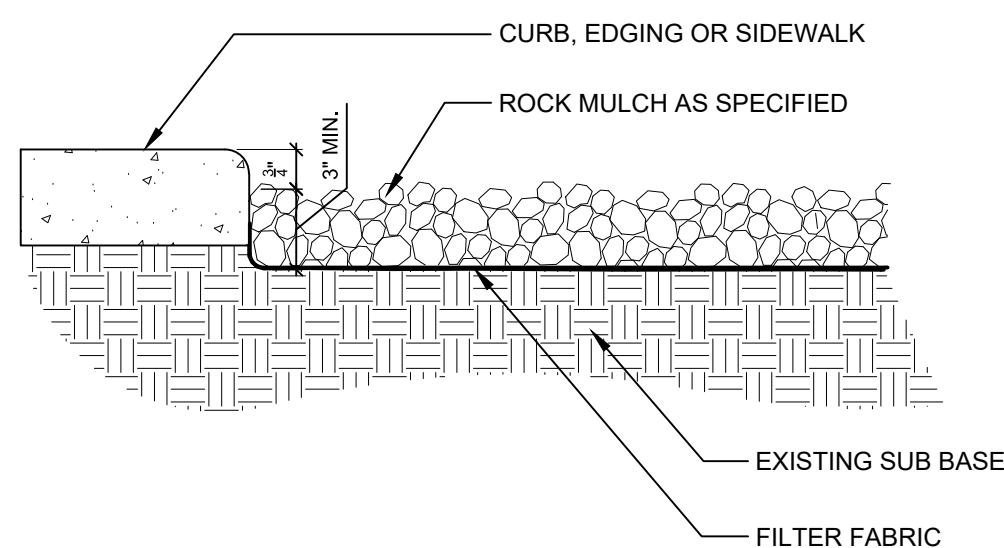
NTS



- NOTES:
- USE WITH VERTICAL 6" CURB OR CURB & GUTTER TO AVOID ABRUPT BEGINNING AND ENDING OF CURB.

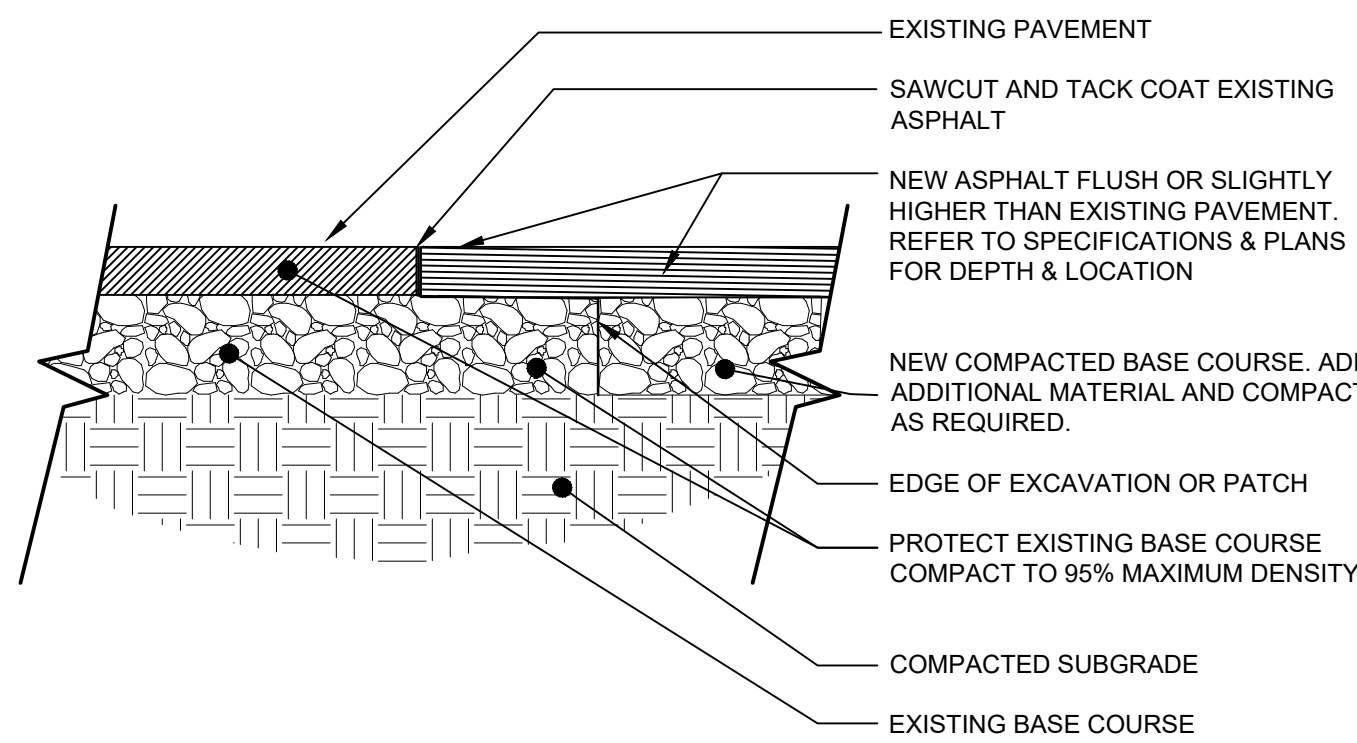
6 | CURB END

NTS



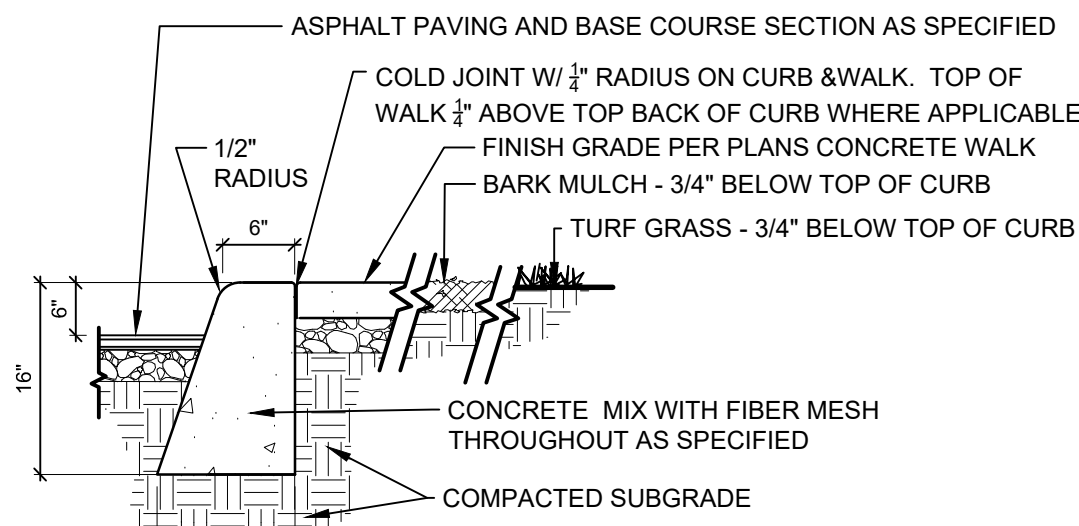
7 | ROCK MULCH

1 1/2" = 1'-0"



2 | EXISTING ASPHALT / NEW ASPHALT EDGE

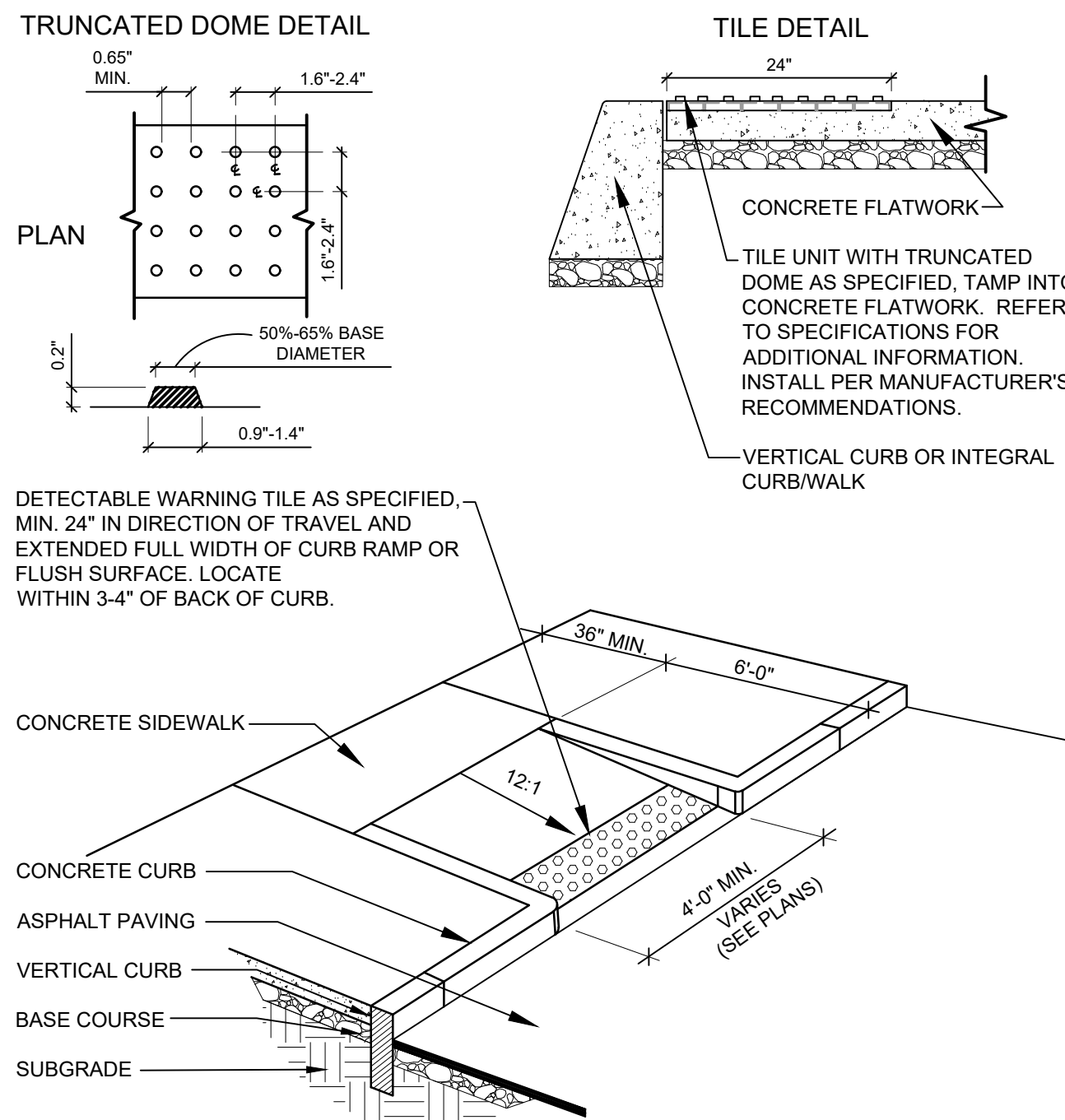
1 1/2" = 1'-0"



- NOTES:
- CONTRACTION JOINTS @ MAX. 10' O.C.
 - ISOLATION & CONSTRUCTION JOINTS @ MAX. 40' O.C.
 - PROVIDE EXPANSION JOINTS AT THE INTERSECTION OF STRAIGHT CURB & RADII.
 - ISOLATION AND CONSTRUCTION JOINTS SHALL BE PREFORMED JOINT FILLER OF 3/4" THICKNESS.
 - CONTRACTION JOINTS SHALL BE MINIMUM 1/2" WIDE, 1/2" DEEP, AND ROUNDED CORNERS.

3 | STANDARD VERTICAL CURB

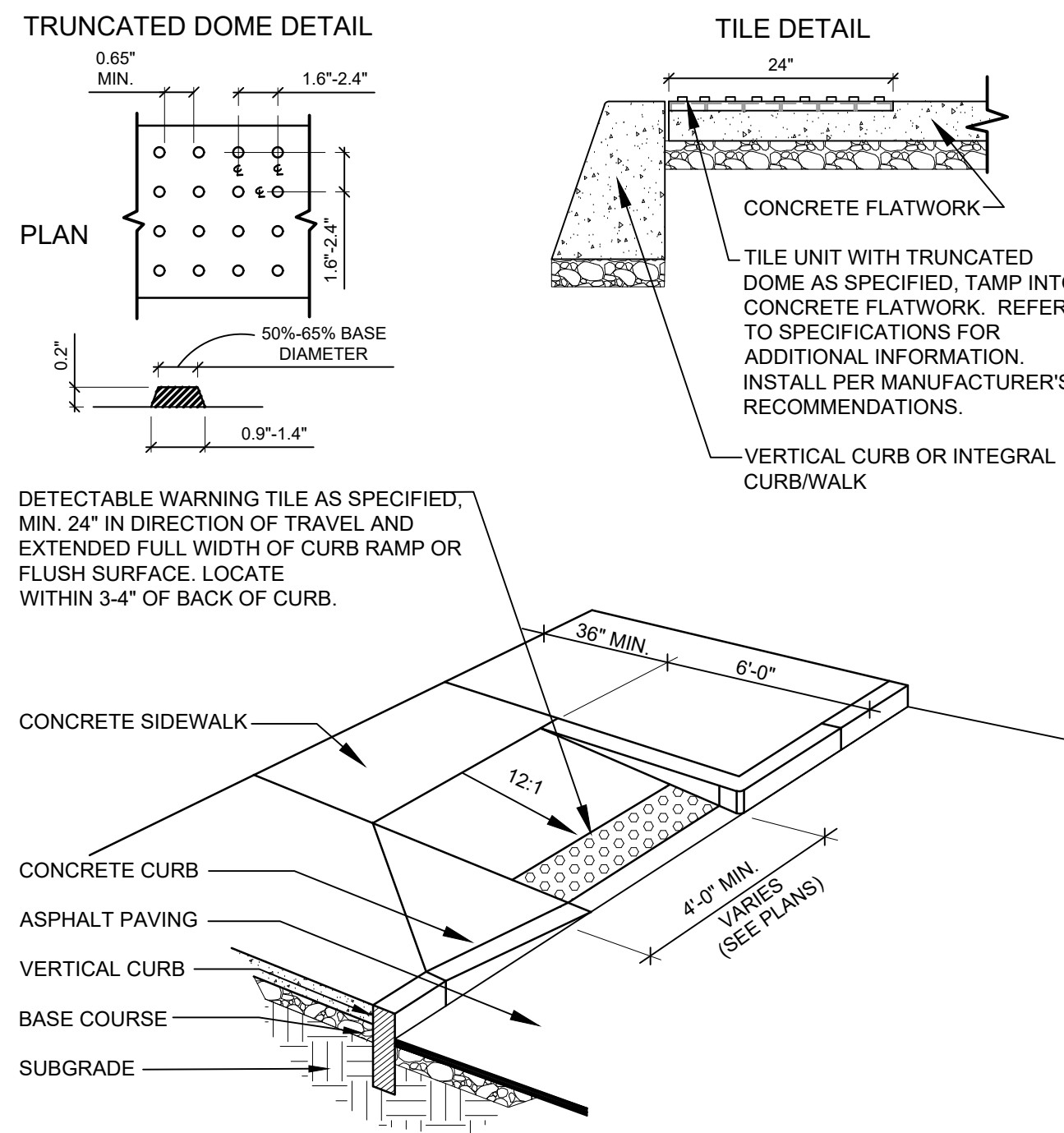
3/4" = 1'-0"



- NOTE:
- REFER TO LAYOUT PLANS FOR ACTUAL RAMP DIMENSIONS. VARIATIONS FROM THE DETAIL DIMENSIONS SHALL BE SUPERSEDED BY DIMENSIONS INDICATED ON THE PLANS.

4 | CURB CUT RAMP- TYPE 2

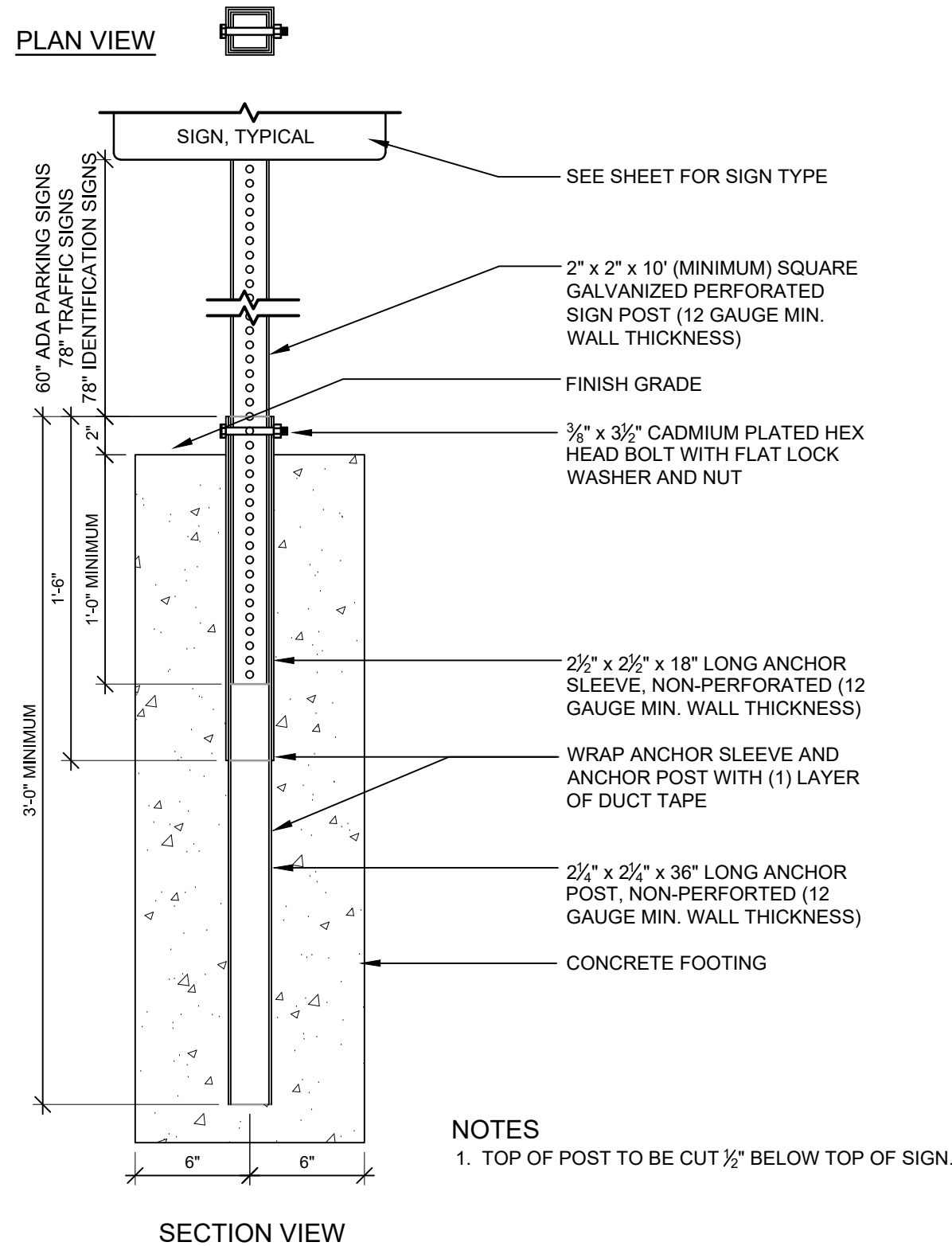
NTS



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5 | CURB CUT RAMP- TYPE 3

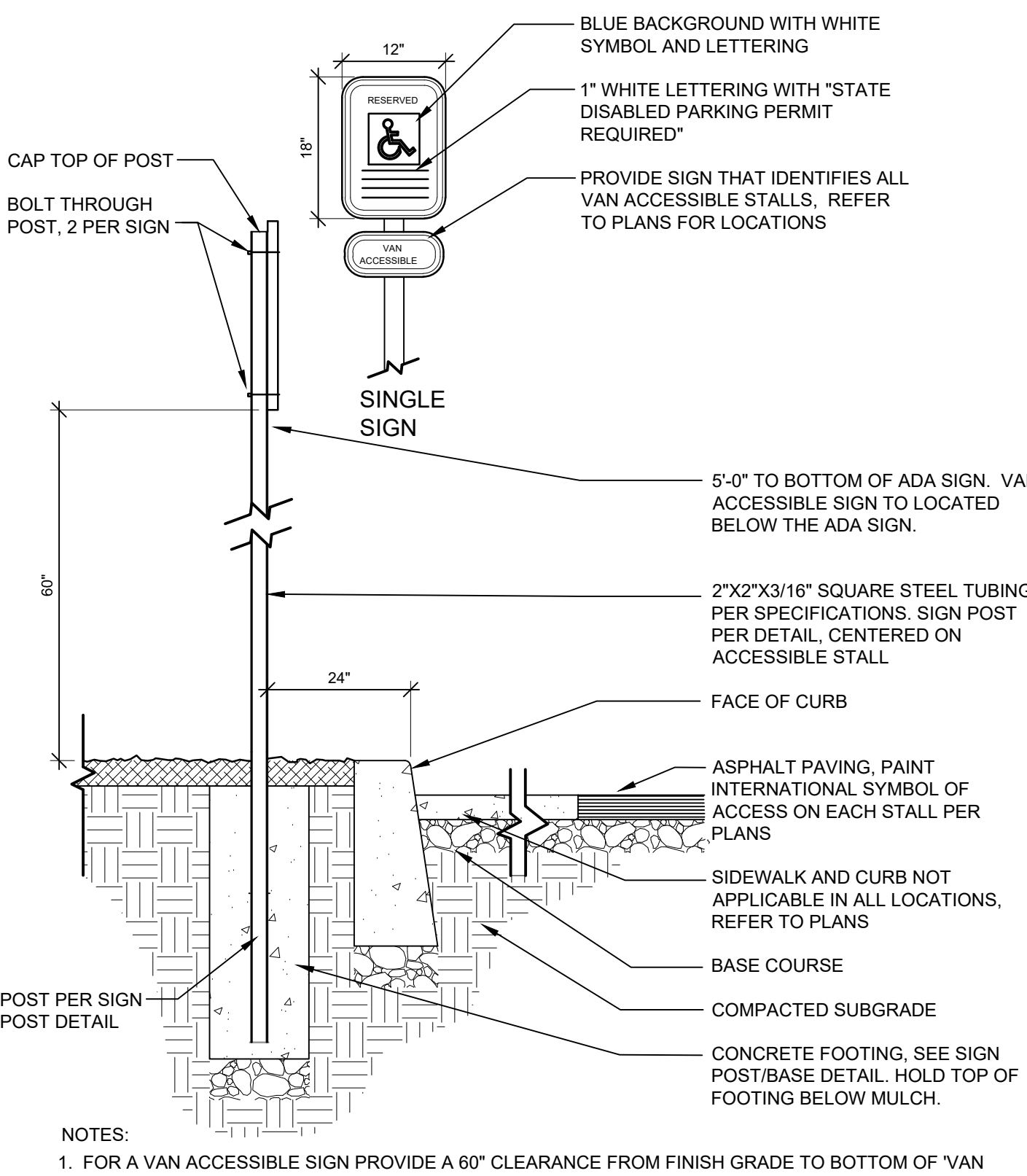
NTS



- NOTES
- TOP OF POST TO BE CUT 1/2" BELOW TOP OF SIGN.

8 | SIGN POST

NTS

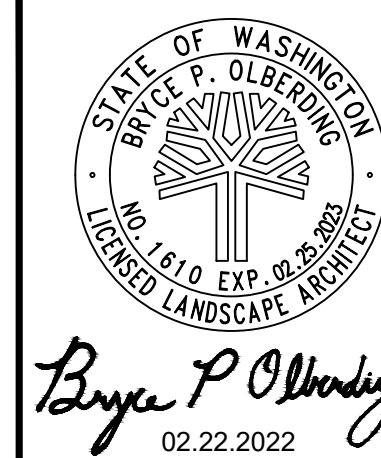


- NOTES:
- FOR A VAN ACCESSIBLE SIGN PROVIDE A 60" CLEARANCE FROM FINISH GRADE TO BOTTOM OF "VAN ACCESSIBLE" SIGN.

9 | ADA SIGNAGE

NTS

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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
SITE DETAILS

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID/PERMIT SET
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REVISION
SHEET NO.

L1.41

CITY OF RICHLAND UPTOWN PARKING LOT ADA IMPROVEMENTS

RICHLAND, WA 99354



VICINITY MAP - RICHLAND UPTOWN MALL

RICHLAND UPTOWN MALL

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Site Construction Documents

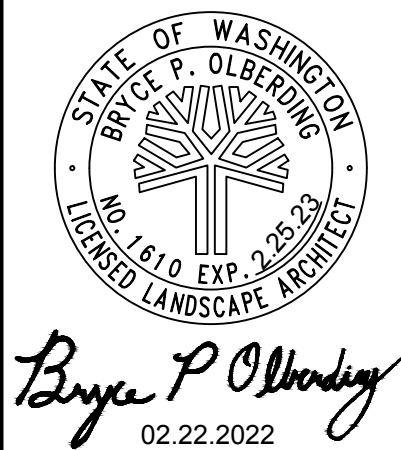
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| L1.41 | SITE DETAILS |

GENERAL NOTES

1. LIMITS OF WORK ARE IDENTIFIED ON PLANS.

SET # BID SET

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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
COVER SHEET

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LEGEND

- EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 80' CLEARANCE ABOVE WALKING PATH (TYP.)
- EXISTING TREE TO BE REMOVED (TYP.)
- SHEET BREAKLINES
- CONSTRUCTION LIMITS
- SAWCUT LINE
- CURB TO BE REMOVED
- FENCE TO BE REMOVED

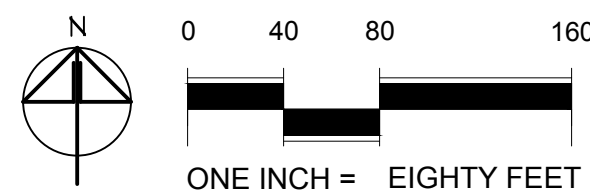
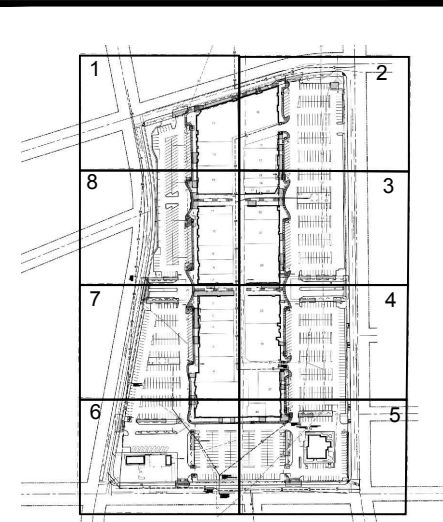
GENERAL NOTES

- NOT ALL ITEMS TO BE DEMOLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND EXISTING CONDITIONS. COORDINATE ALL DEMOLITION, GRADING, AND EARTHWORK OPERATIONS TO ACHIEVE FINISHED PRODUCT.
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- CONTRACTOR TO INSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS TO REMAIN ARE WATERED AND CARED FOR. REFER TO SPECS FOR ADDITIONAL INFORMATION.
- COORDINATE WITH LAYOUT PLAN FOR DIMENSIONS & CONSTRUCTION PRIORITY.
- REMOVE AND SAVE ANY MISCELLANEOUS SITE FURNISHINGS NOT CALLED OUT WITHIN LIMITS OF WORK AND NEW IMPROVEMENTS (I.E NEWSPAPER RACKS, ETC.) REINSTALL PRIOR TO COMPLETION OF PROJECT.

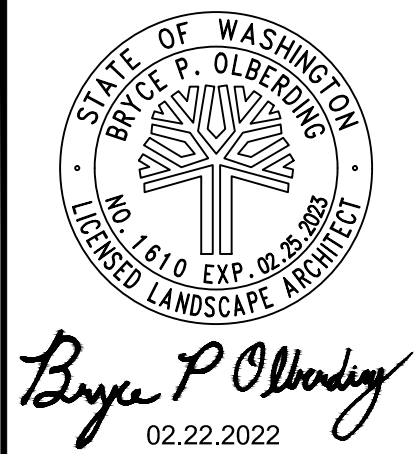
DEMOLITION KEYED NOTES

- | SYMBOL | Demolition DESCRIPTION |
|--------|---|
| (D-01) | REMOVE CURB. SAW CUT ASPHALT APPROXIMATELY 18" FROM FACE OF CURB FOR REMOVAL. |
| (D-02) | REMOVE EXISTING SIGN. SALVAGE EXISTING PANEL FOR REUSE. |
| (D-03) | EXISTING TREE TO BE REMOVED IN ITS ENTIRETY - PRESERVE / REPAIR ANY EXISTING IRRIGATION ENCOUNTERED. (TYP.) |
| (D-04) | REMOVE PATIO FENCING - RETURN TO BUSINESS OWNER FOR POTENTIAL SALVAGE |
| (D-05) | REMOVE BENCH - RETURN TO OWNER FOR POTENTIAL SALVAGE |
| (D-06) | REMOVE EXISTING PLANTERS - RETURN TO OWNER FOR POTENTIAL SALVAGE |
| (D-07) | SAVE AND PROTECT EXISTING BOLLARDS (TYP.) |
| (D-08) | REMOVE EXISTING TRASH RECEPTACLE - RETURN TO OWNER FOR POTENTIAL SALVAGE |
| (D-09) | REMOVE EXISTING BIKE RACK |
| (D-10) | SAVE AND PROTECT EXISTING FLAGPOLE |
| (D-11) | SAVE AND PROTECT EXISTING STREET LIGHT (TYP.) |
| (D-12) | SAVE AND PROTECT EXISTING TREES PER DETAIL (TYP.) |
| (D-13) | SAVE AND PROTECT EXISTING UTILITIES (TYP.) |
| (D-14) | SAVE AND PROTECT EXISTING TRASH RECEPTACLE |
| (D-15) | SAVE AND PROTECT EXISTING BIKE RACK |
| (D-16) | SAVE AND PROTECT MONUMENT/SIGN |
| (D-17) | SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING |
| (D-18) | SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION |
| (D-19) | PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.) |
| (D-20) | SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE |

- | SYMBOL | Demolition DESCRIPTION |
|---------------------|---|
| [Grid Pattern] | APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.) |
| [Diagonal Hatching] | EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS. |
| [Cross Hatching] | APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL |
- NOTE: HATCH SCALED TO 1" = 20' TO READ ON 20 SCALE SHEETS.



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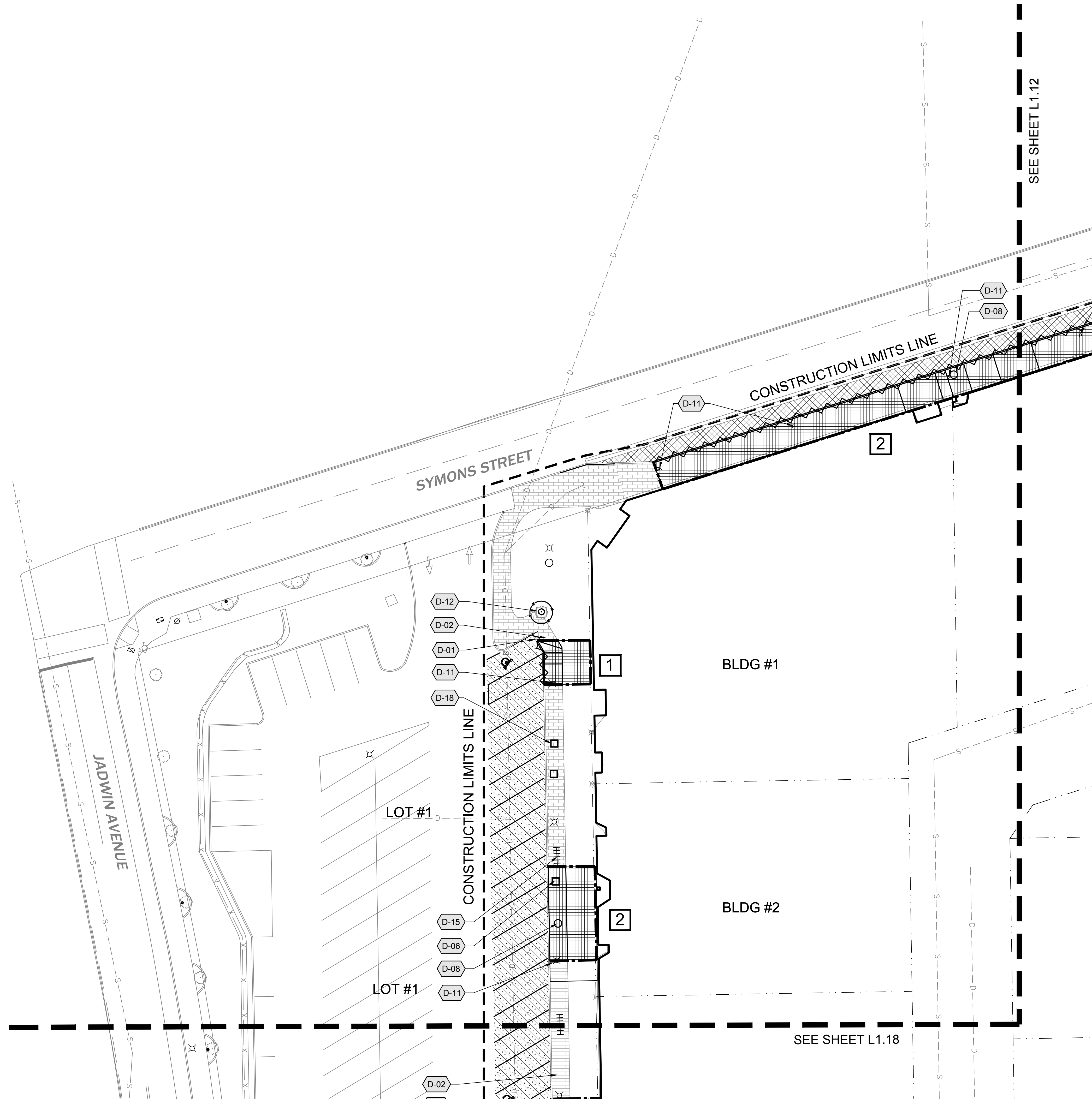
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
OVERALL DEMOLITION PLAN

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
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REVISION	
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L1.10



LEGEND

PHASING:

- 1 - FIRST PHASE
- 2 - SECOND PHASE
- 3 - THIRD PHASE

1

2

3

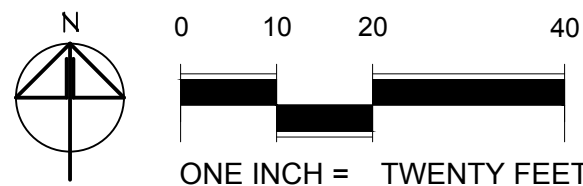
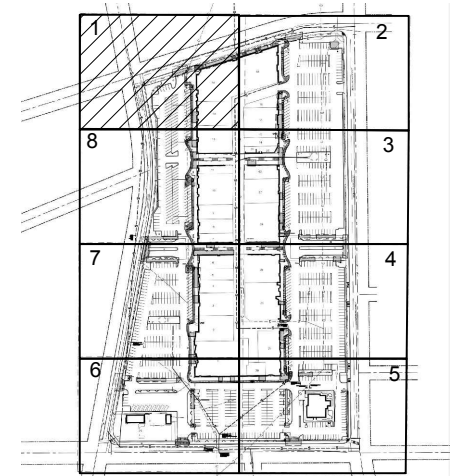
GENERAL NOTES

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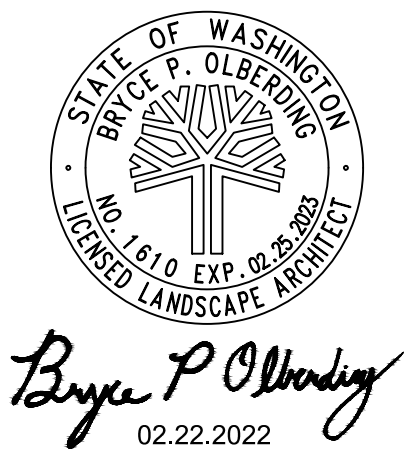
DEMOLITION KEYED NOTES

SYMBOL	Demolition DESCRIPTION
	REMOVE CURB. SAW CUT ASPHALT APPROXIMATELY 18" FROM FACE OF CURB FOR REMOVAL.
	REMOVE EXISTING SIGN. SALVAGE EXISTING PANEL FOR REUSE.
	EXISTING TREE TO BE REMOVED IN ITS ENTIRETY - PRESERVE / REPAIR ANY EXISTING IRRIGATION ENCOUNTERED. (TYP.)
	REMOVE PATIO FENCING - RETURN TO BUSINESS OWNER FOR POTENTIAL SALVAGE
	REMOVE BENCH - RETURN TO OWNER FOR POTENTIAL SALVAGE
	REMOVE EXISTING PLANTERS - RETURN TO OWNER FOR POTENTIAL SALVAGE
	SAVE AND PROTECT EXISTING BOLLARDS (TYP.)
	REMOVE EXISTING TRASH RECEPTACLE - RETURN TO OWNER FOR POTENTIAL SALVAGE
	REMOVE EXISTING BIKE RACK
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	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE
SYMBOL	Demolition DESCRIPTION
	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL

KEY MAP



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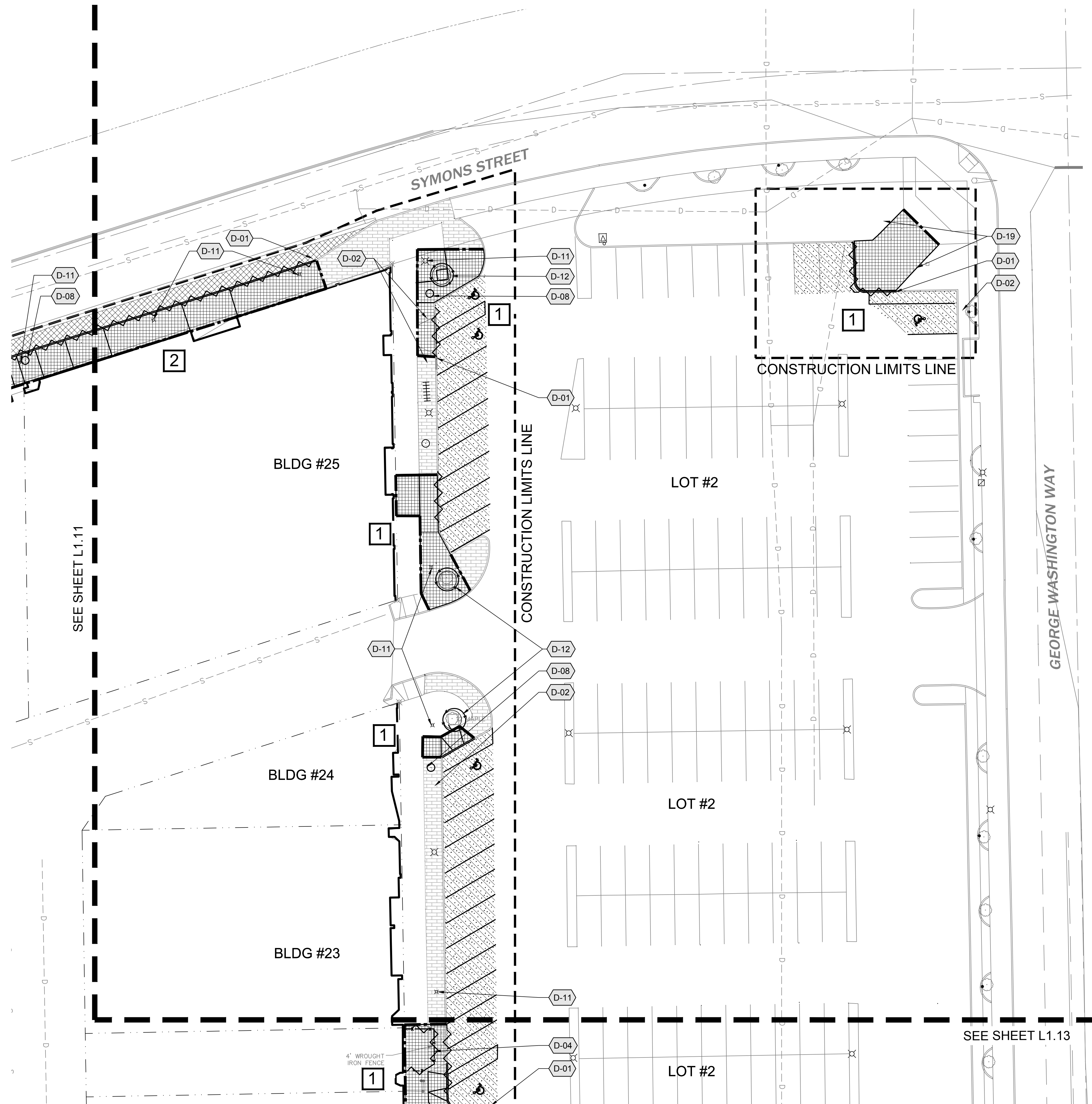


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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 1

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
CHECKED BY	BO
REVISION	
SHEET NO.	

L1.11



LEGEND

PHASING:

- 1 - FIRST PHASE
- 2 - SECOND PHASE
- 3 - THIRD PHASE

1

2

3

GENERAL NOTES

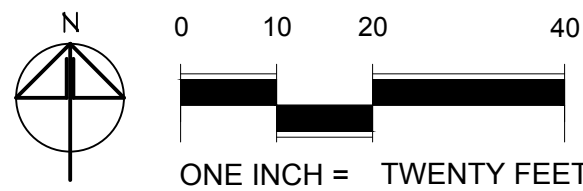
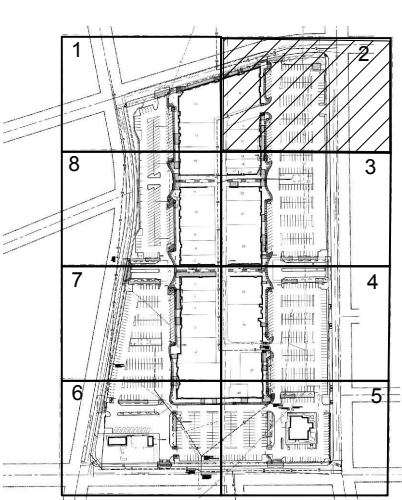
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DEMOLITION KEYED NOTES

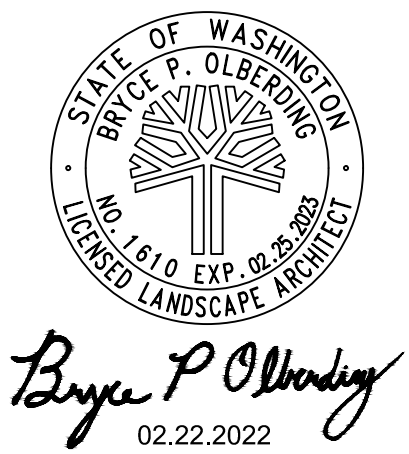
SYMBOL	Demolition DESCRIPTION
	REMOVE CURB. SAW CUT ASPHALT APPROXIMATELY 18" FROM FACE OF CURB FOR REMOVAL.
	REMOVE EXISTING SIGN. SALVAGE EXISTING PANEL FOR REUSE.
	EXISTING TREE TO BE REMOVED IN ITS ENTIRETY - PRESERVE / REPAIR ANY EXISTING IRRIGATION ENCOUNTERED. (TYP.)
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	SAVE AND PROTECT EXISTING BIKE RACK
	SAVE AND PROTECT MONUMENT/SIGN
	SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING
	SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION
	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL

KEY MAP



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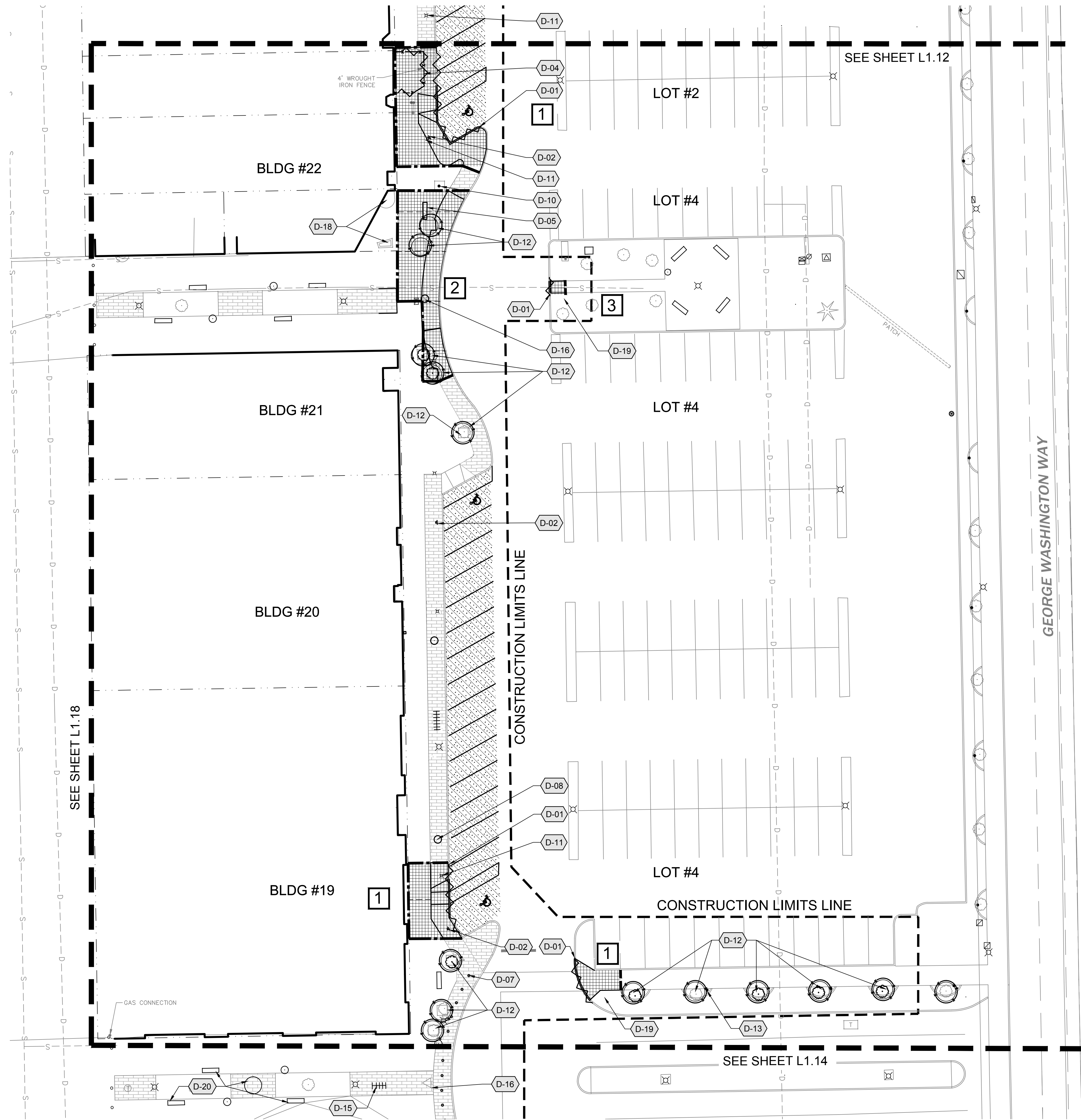
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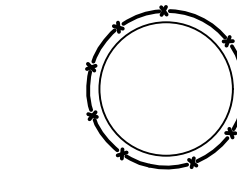
CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 2

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
CHECKED BY	BO
REVISION	
SHEET NO.	

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LEGEND



EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 8' CLEARANCE ABOVE WALKING PATH (TYP.)



SHEET BREAKLINES



CONSTRUCTION LIMITS



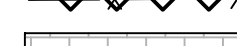
SAWCUT LINE



CURB TO BE REMOVED



FENCE TO BE REMOVED



EXISTING STAMPED CONCRETE TO REMAIN

PHASING:
• 1 - FIRST PHASE
• 2 - SECOND PHASE
• 3 - THIRD PHASE

1 2 3

GENERAL NOTES

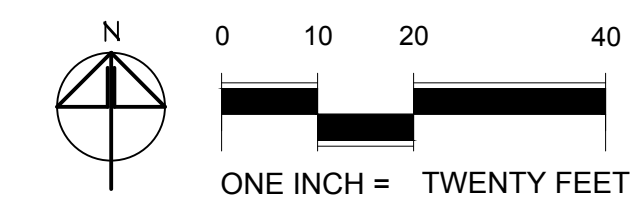
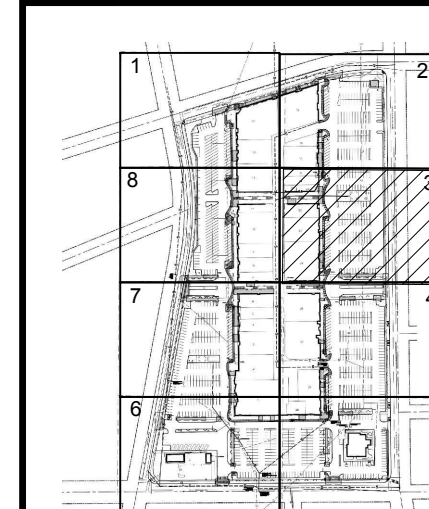
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DEMOLITION KEYED NOTES

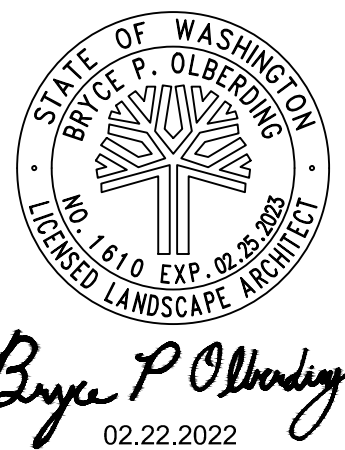
SYMBOL	Demolition DESCRIPTION
D-01	REMOVE CURB. SAW CUT ASPHALT APPROXIMATELY 18" FROM FACE OF CURB FOR REMOVAL.
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D-17	SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING
D-18	SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION
D-19	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
D-20	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
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KEY MAP



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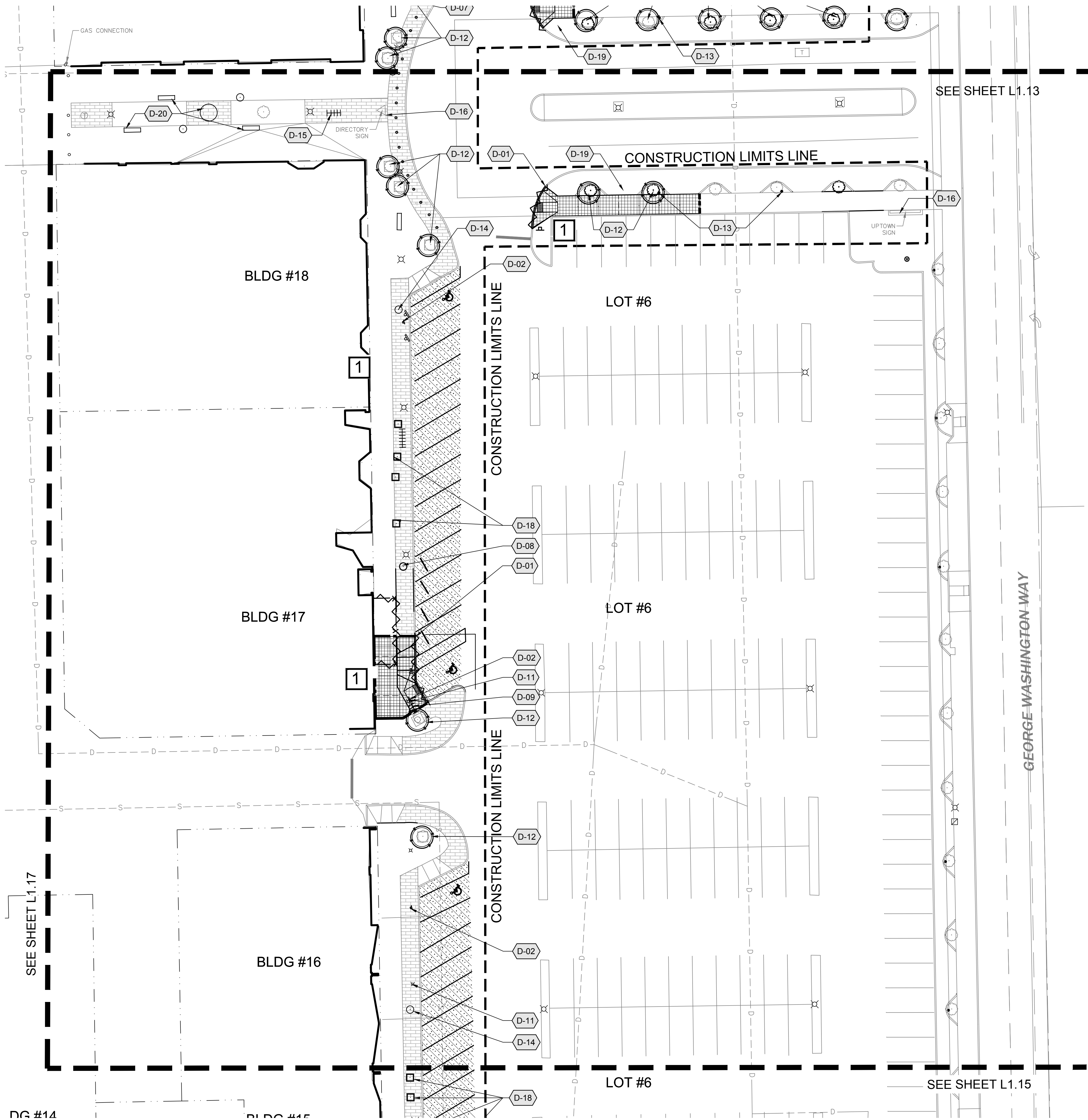
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 3

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.13



LEGEND

PHASING:

- 1 - FIRST PHASE
- 2 - SECOND PHASE
- 3 - THIRD PHASE

1

2

3

GENERAL NOTES

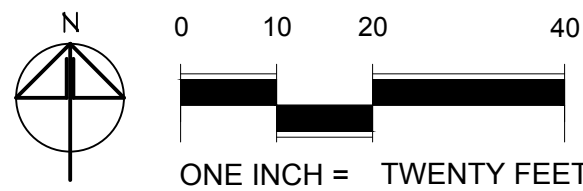
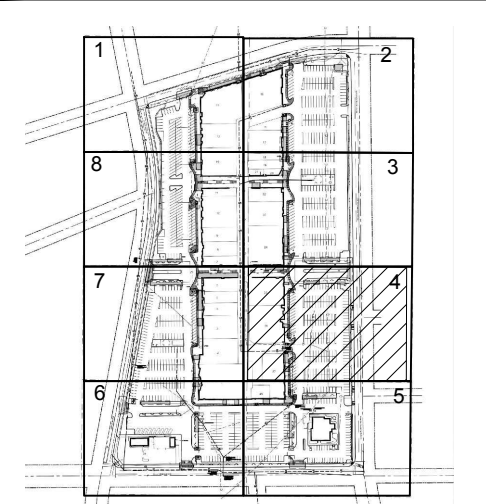
- NOT ALL ITEMS TO BE DEMOLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND EXISTING CONDITIONS. COORDINATE ALL DEMOLITION, GRADING, AND EARTHWORK OPERATIONS TO ACHIEVE FINISHED PRODUCT.
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- CONTRACTOR TO INSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS TO REMAIN ARE WATERED AND CARED FOR. REFER TO SPECS FOR ADDITIONAL INFORMATION.
- REFER TO ELECTRICAL FOR SITE ELECTRICAL DEMOLITION.
- REMOVE AND SAVE ANY MISCELLANEOUS SITE FURNISHINGS NOT CALLED OUT WITHIN LIMITS OF WORK AND NEW IMPROVEMENTS (I.E NEWSPAPER RACKS, ETC.) REINSTALL PRIOR TO COMPLETION OF PROJECT.

DEMOLITION KEYED NOTES

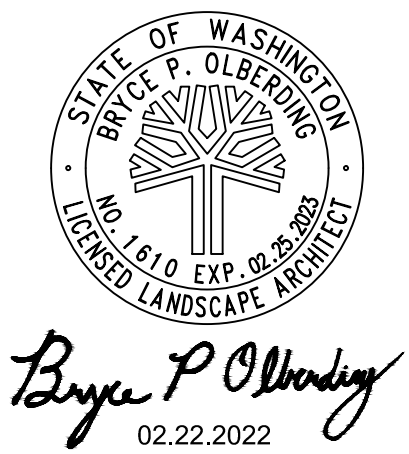
SYMBOL	Demolition DESCRIPTION
	REMOVE CURB. SAW CUT ASPHALT APPROXIMATELY 18" FROM FACE OF CURB FOR REMOVAL.
	REMOVE EXISTING SIGN. SALVAGE EXISTING PANEL FOR REUSE.
	EXISTING TREE TO BE REMOVED IN ITS ENTIRETY - PRESERVE / REPAIR ANY EXISTING IRRIGATION ENCOUNTERED. (TYP.)
	REMOVE PATIO FENCING - RETURN TO BUSINESS OWNER FOR POTENTIAL SALVAGE
	REMOVE BENCH - RETURN TO OWNER FOR POTENTIAL SALVAGE
	REMOVE EXISTING PLANTERS - RETURN TO OWNER FOR POTENTIAL SALVAGE
	SAVE AND PROTECT EXISTING BOLLARDS (TYP.)
	REMOVE EXISTING TRASH RECEPTACLE - RETURN TO OWNER FOR POTENTIAL SALVAGE
	REMOVE EXISTING BIKE RACK
	SAVE AND PROTECT EXISTING FLAGPOLE
	SAVE AND PROTECT EXISTING STREET LIGHT (TYP.)
	SAVE AND PROTECT EXISTING TREES PER DETAIL (TYP.)
	SAVE AND PROTECT EXISTING UTILITIES (TYP.)
	SAVE AND PROTECT EXISTING TRASH RECEPTACLE
	SAVE AND PROTECT EXISTING BIKE RACK
	SAVE AND PROTECT MONUMENT/SIGN
	SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING
	SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION
	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL

KEY MAP



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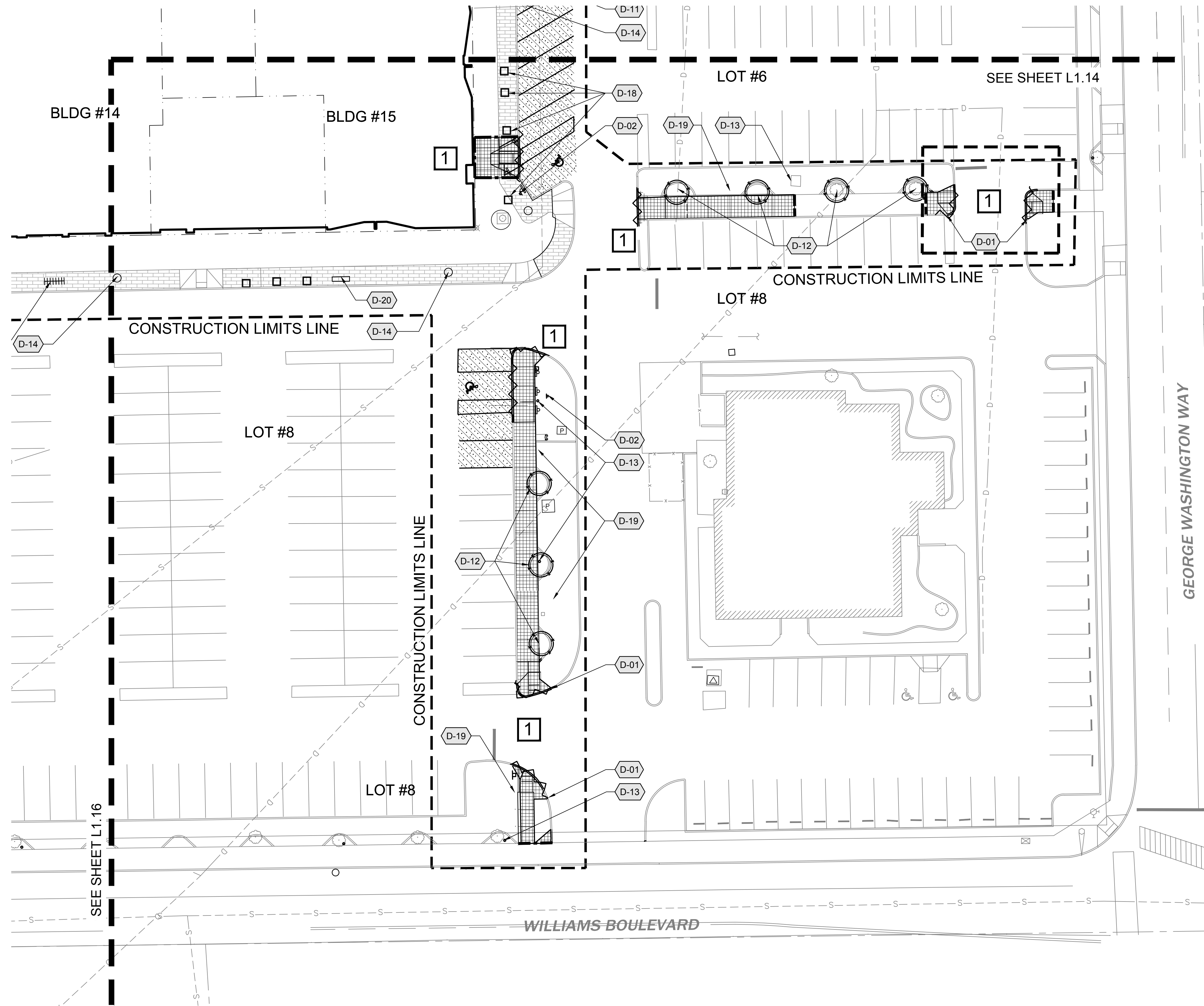
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 4

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.14



LEGEND

PHASING:

- 1 - FIRST PHASE
- 2 - SECOND PHASE
- 3 - THIRD PHASE

1

2

3

GENERAL NOTES

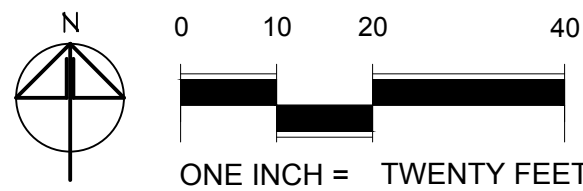
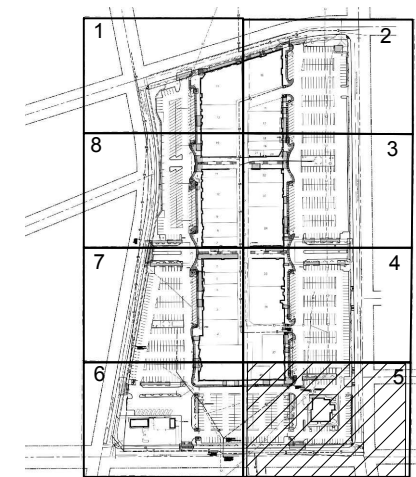
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DEMOLITION KEYED NOTES

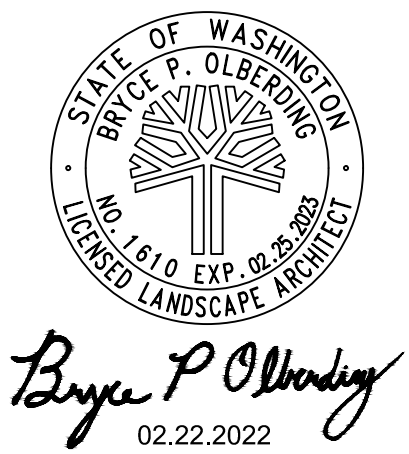
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	REMOVE PATIO FENCING - RETURN TO BUSINESS OWNER FOR POTENTIAL SALVAGE
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	SAVE AND PROTECT EXISTING TREES PER DETAIL (TYP.)
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	SAVE AND PROTECT EXISTING BIKE RACK
	SAVE AND PROTECT MONUMENT/SIGN
	SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING
	SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION
	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL

KEY MAP



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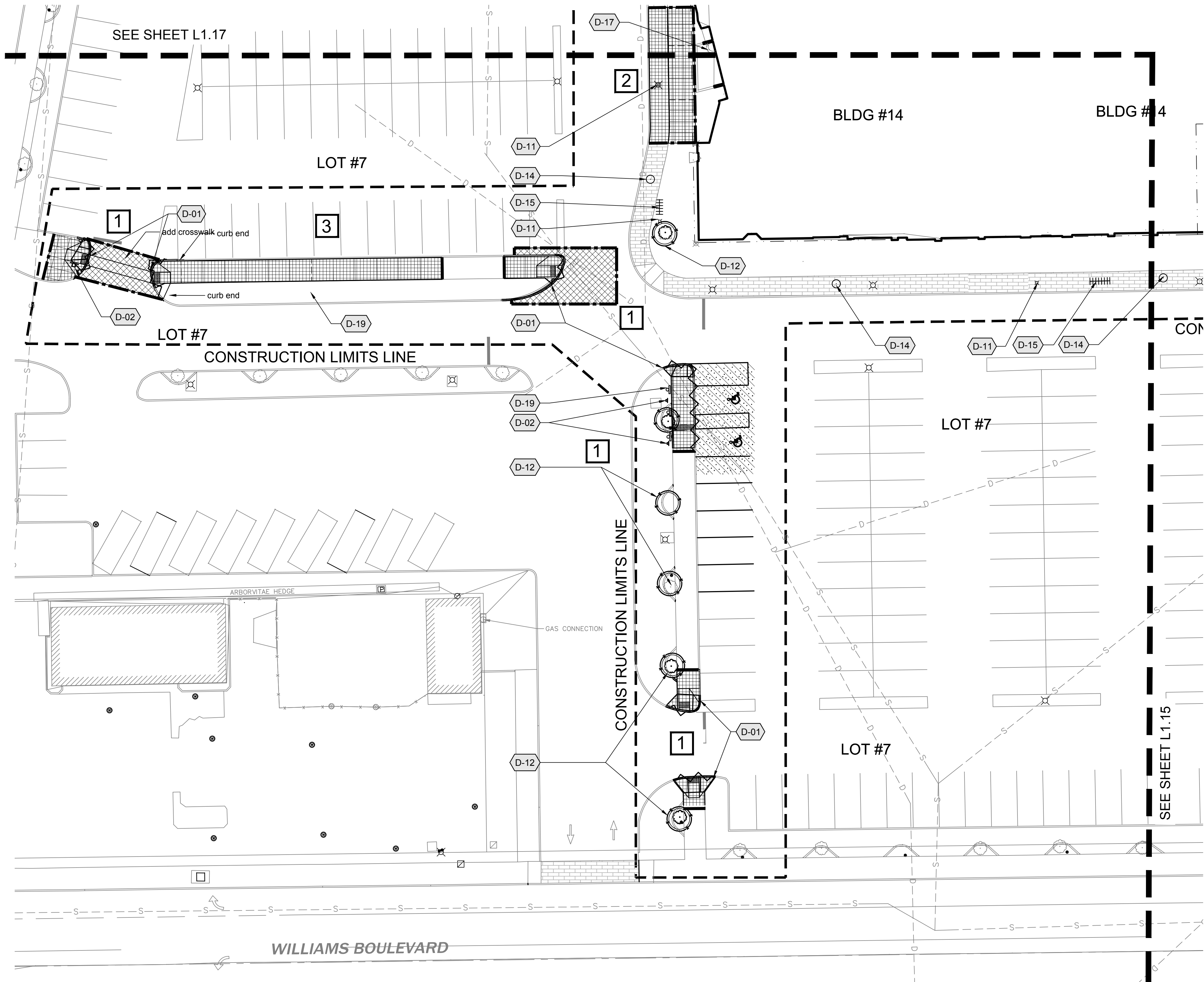
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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 5

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.15



LEGEND

PHASING:

- 1 - FIRST PHASE
- 2 - SECOND PHASE
- 3 - THIRD PHASE

1

2

3

GENERAL NOTES

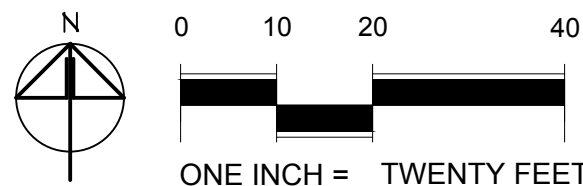
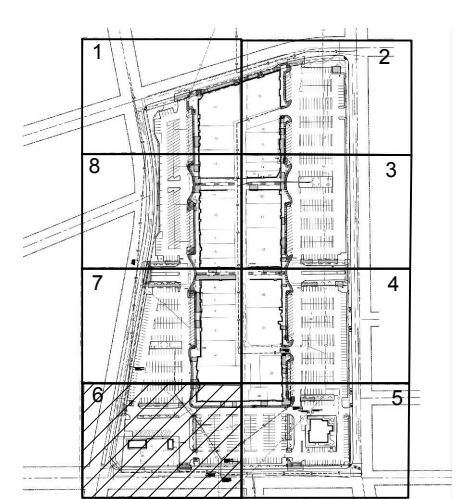
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DEMOLITION KEYED NOTES

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	SAVE AND PROTECT EXISTING BIKE RACK
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	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
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	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL

KEY MAP



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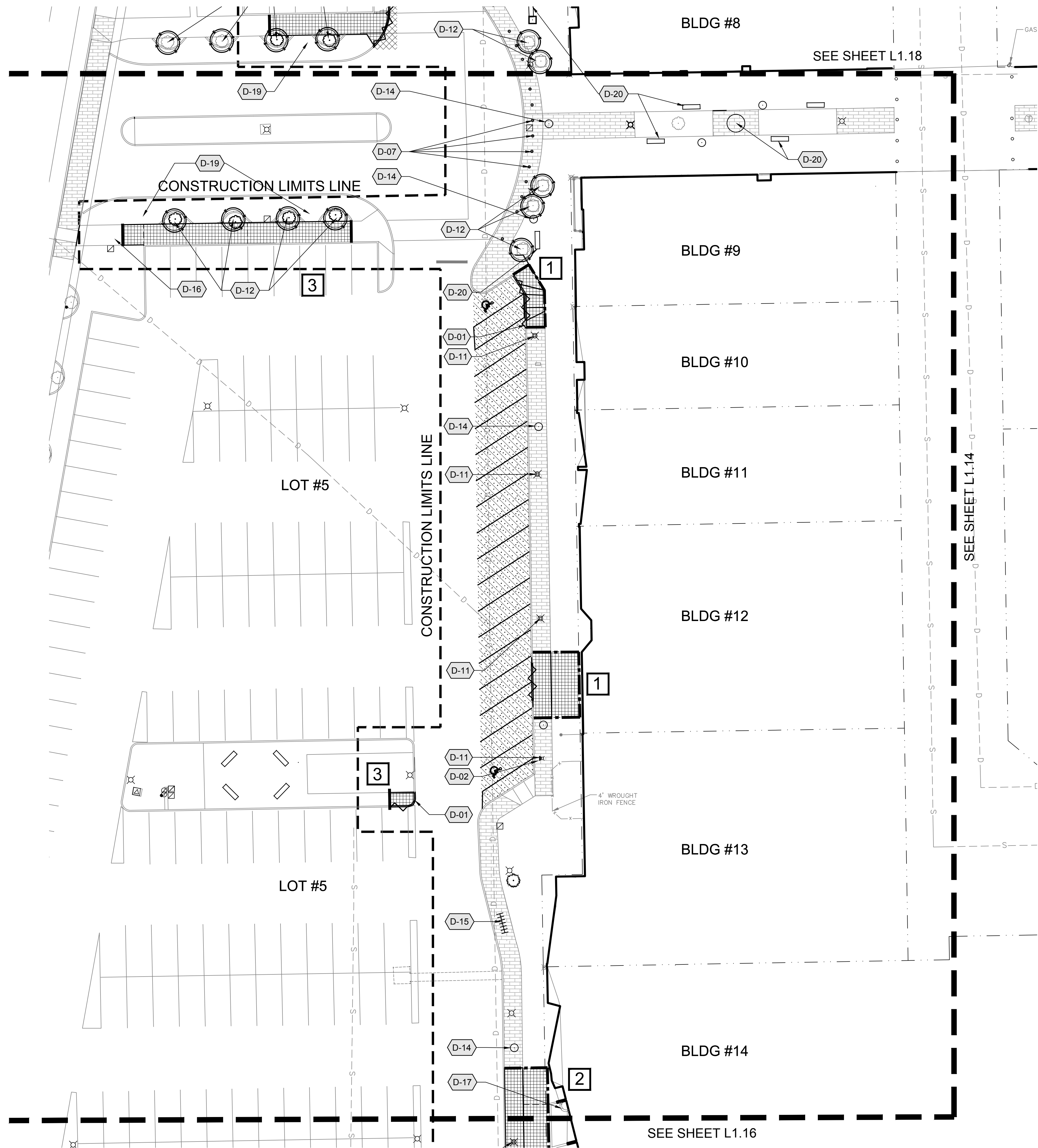
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ARCHITECTS WEST INC.
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COEUR D'ALENE, ID 83814
(208) 667-9402

SURVEYOR
AHL
5804 ROAD 90, SUITE H
PASCO, WA 99301
(509) 380-9853-9402

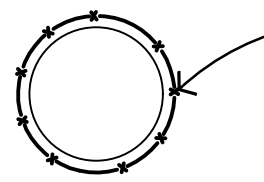
CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 6

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
CHECKED BY	BO
REVISION	
SHEET NO.	

L1.16



LEGEND



EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 8' CLEARANCE ABOVE WALKING PATH (TYP.)

SHEET BREAKLINES

CONSTRUCTION LIMITS

SAWCUT LINE

CURB TO BE REMOVED

FENCE TO BE REMOVED

REPAIR PRIORITY:
• 1 - PHASE 1
• 2 - PHASE 2
• 3 - PHASE 3

1 2 3

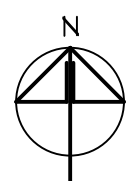
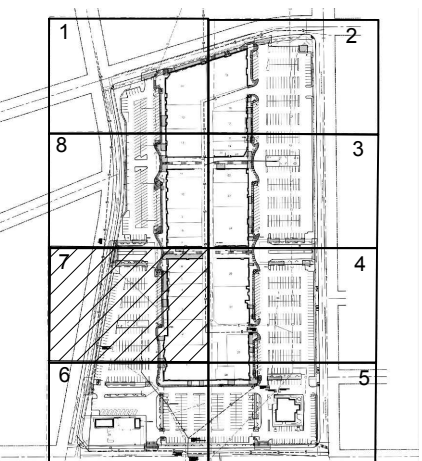
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DEMOLITION KEYED NOTES

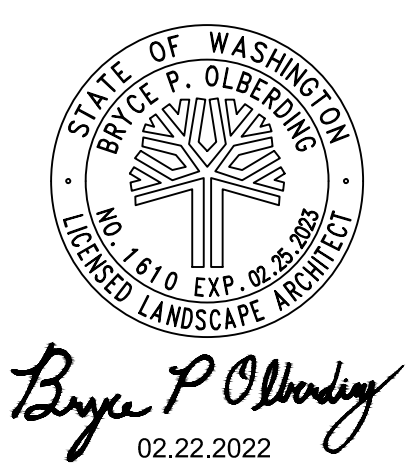
SYMBOL	Demolition DESCRIPTION
D-01	REMOVE CURB. SAW CUT ASPHALT APPROXIMATELY 18" FROM FACE OF CURB FOR REMOVAL.
D-02	REMOVE EXISTING SIGN. SALVAGE EXISTING PANEL FOR REUSE.
D-03	EXISTING TREE TO BE REMOVED IN ITS ENTIRETY - PRESERVE / REPAIR ANY EXISTING IRRIGATION ENCOUNTERED. (TYP.)
D-04	REMOVE PATIO FENCING - RETURN TO BUSINESS OWNER FOR POTENTIAL SALVAGE
D-05	REMOVE BENCH - RETURN TO OWNER FOR POTENTIAL SALVAGE
D-06	REMOVE EXISTING PLANTERS - RETURN TO OWNER FOR POTENTIAL SALVAGE
D-07	SAVE AND PROTECT EXISTING BOLLARDS (TYP.)
D-08	REMOVE EXISTING TRASH RECEPTACLE - RETURN TO OWNER FOR POTENTIAL SALVAGE
D-09	REMOVE EXISTING BIKE RACK
D-10	SAVE AND PROTECT EXISTING FLAGPOLE
D-11	SAVE AND PROTECT EXISTING STREET LIGHT (TYP.)
D-12	SAVE AND PROTECT EXISTING TREES PER DETAIL (TYP.)
D-13	SAVE AND PROTECT EXISTING UTILITIES (TYP.)
D-14	SAVE AND PROTECT EXISTING TRASH RECEPTACLE
D-15	SAVE AND PROTECT EXISTING BIKE RACK
D-16	SAVE AND PROTECT MONUMENT/SIGN
D-17	SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING
D-18	SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION
D-19	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
D-20	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
[Grid Pattern]	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
[Diagonal Lines]	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
[Cross-hatch Pattern]	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL



0 10 20 40
ONE INCH = TWENTY FEET

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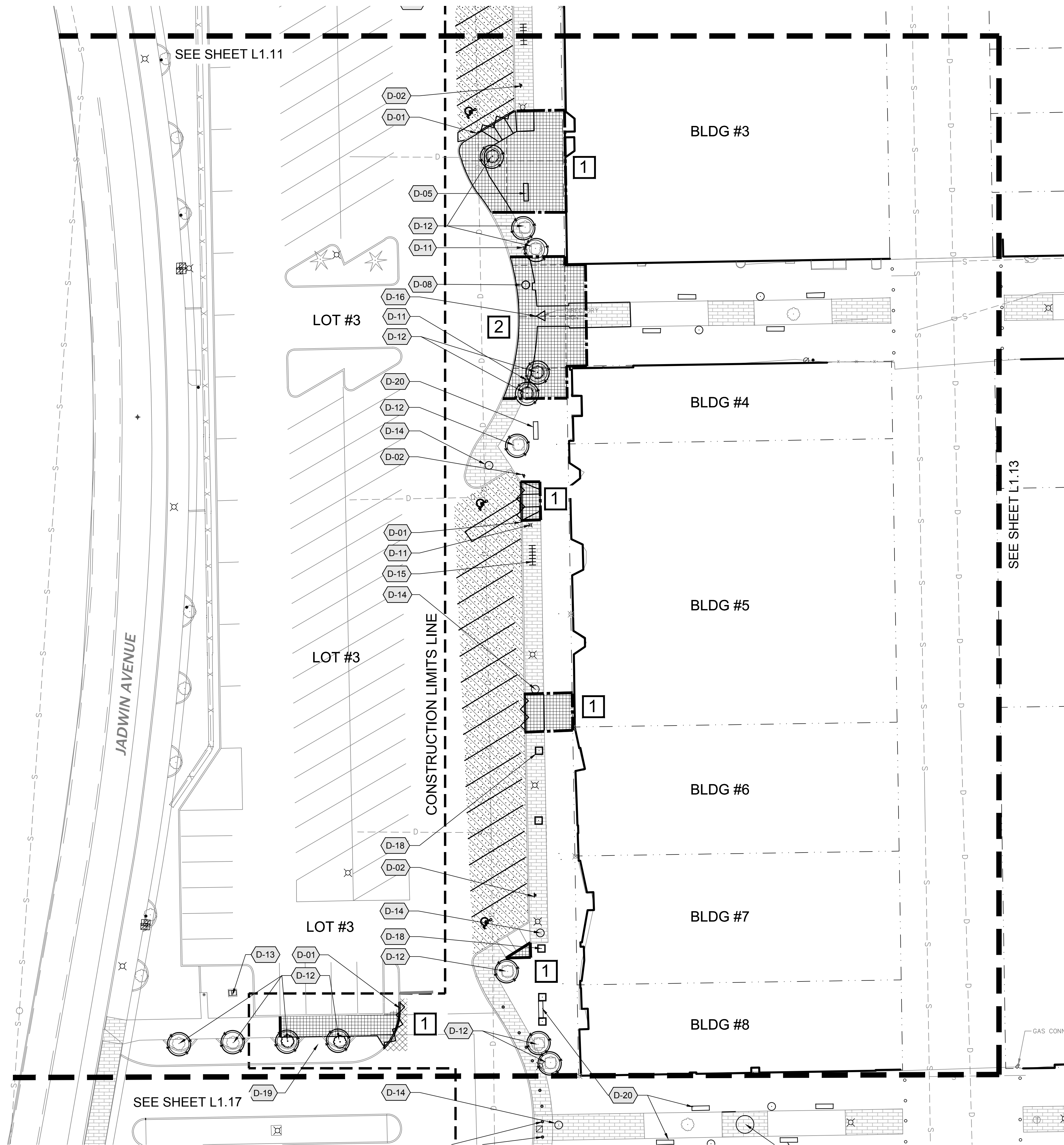
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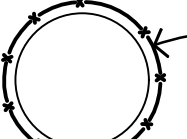
CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 7

PROJECT NO. 21025
DESIGNED BY MP/DG
DRAWN BY MP/DG
ISSUE DATE 02/22/2022
PHASE BID / PERMIT SET
CHECKED BY BO
REVISION
SHEET NO.

L1.17



LEGEND



EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL. PRUNE AS NECESSARY TO MAINTAIN 8' CLEARANCE ABOVE WALKING PATH (TYP.)



SHEET BREAKLINES



CONSTRUCTION LIMITS



SAWCUT LINE



CURB TO BE REMOVED



FENCE TO BE REMOVED



EXISTING STAMPED CONCRETE TO REMAIN

PHASING:

- 1 - FIRST PHASE
- 2 - SECOND PHASE
- 3 - THIRD PHASE

1

2

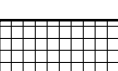
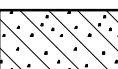
3

GENERAL NOTES

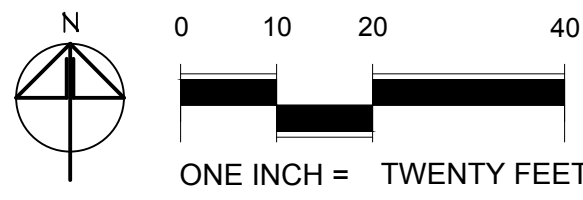
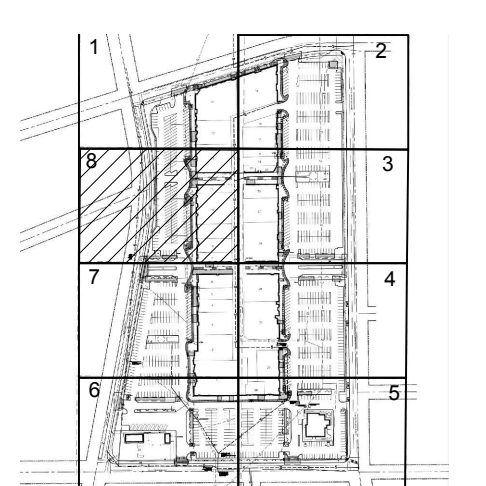
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DEMOLITION KEYED NOTES

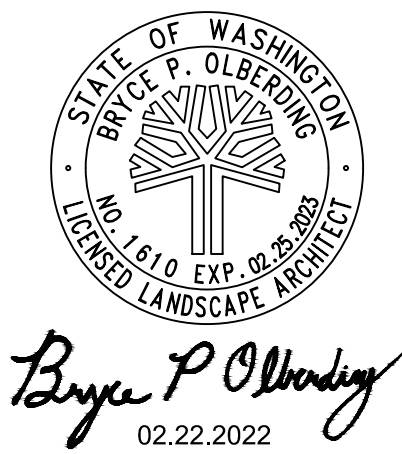
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	REMOVE EXISTING SIGN. SALVAGE EXISTING PANEL FOR REUSE.
	EXISTING TREE TO BE REMOVED IN ITS ENTIRETY - PRESERVE / REPAIR ANY EXISTING IRRIGATION ENCOUNTERED. (TYP.)
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	SAVE AND PROTECT EXISTING TREES PER DETAIL (TYP.)
	SAVE AND PROTECT EXISTING UTILITIES (TYP.)
	SAVE AND PROTECT EXISTING TRASH RECEPTACLE
	SAVE AND PROTECT EXISTING BIKE RACK
	SAVE AND PROTECT MONUMENT/SIGN
	SAVE AND PROTECT EXISTING FOUNTAIN AND ASSOCIATED PLUMBING
	SAVE AND PROTECT EXISTING PLANTER AND ASSOCIATED IRRIGATION
	PATCH BACK EXISTING LANDSCAPE THAT HAS BEEN DAMAGED BY CONSTRUCTION ACTIVITY (TYP.)
	SAVE AND PROTECT EXISTING BENCH(ES) IN PLACE

SYMBOL	Demolition DESCRIPTION
	APPROXIMATE AREA OF CONCRETE / BASE COURSE REMOVAL (TYP.)
	EXTENTS FOR SEALCOAT AND RESTRIPE EXISTING ASPHALT PARKING LOT. GRIND OFF OR REMOVE ALL EXISTING PARKING STRIPING PRIOR TO SEALCOATING - SEE SPECS.
	APPROXIMATE AREA OF ASPHALT AND BASE COURSE REMOVAL

KEY MAP



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CITY OF RICHLAND
UPTOWN PARKING LOT
1317 GEORGE WASHINGTON WAY RICHLAND, WA
DEMOLITION PLAN - AREA 8

PROJECT NO.	21025
DESIGNED BY	MP/DG
DRAWN BY	MP/DG
ISSUE DATE	02/22/2022
PHASE	BID / PERMIT SET
CHECKED BY	BO
REVISION	
SHEET NO.	

L1.18

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Owner-furnished products.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Richland Uptown Parking Lot Improvements
- B. Project Location: 1317 George Washington Way, Richland, WA 99354
- C. The Work consists of the following:
 - 1. The Work includes selective demolition, replacement of lab casework and accessories, and upgrades to finishes throughout.
 - a. The selective demolition includes complete removal of all the existing metal casework, fixtures and finishes in the areas and to the extent indicated. Also includes saw-cutting existing concrete slabs for new routing of plumbing and electrical components.
 - b. Exterior work is limited, and includes patching, repairing, and providing new stucco finish to match existing where required for wall infill and repair as indicated on the project drawings.
 - 2. Site Work includes parking lot reconstruction and installation of a new automatic vehicle access gate.

1.4 TYPE OF CONTRACT

- A. General contract for construction.

1.5 USE OF PREMISES

- A. General: Contractor shall have use of laboratory premises for construction operations during construction period. The balance of the facility will remain in operation. Contractor's use of premises is limited to the affected areas, and Contractor shall cooperate and coordinate with the Owner's Representative for all construction activities, security, staging and work hours.
 - 1. Driveways, Walkways and Entrances: Keep driveway loading areas, and entrances serving premises clear and available to Owner, Owner's employees, occupants, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Staging areas to be coordinated with Owner.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain occupied portions of existing buildings, and the buildings that are to remain that are affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations. Spaces must also be secure from entry by unauthorized persons.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy a portion of the premises throughout construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits where they are not affected by the construction.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK SEQUENCE

- A. Construct Work in a single phase during the construction period.

1.8 WORK RESTRICTIONS

- A. On-site Work Hours: Work shall be generally performed during normal working hours of between 7 a.m. to 5 p.m., Monday through Friday, except otherwise arranged by agreement between the Contractor and the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities in use by others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify authorities having jurisdiction of not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without written permission.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted on premises.
- E. Controlled Substances: Use of controlled substances on the Project site is not permitted.
- F. This project is located within Richland city limits; therefore, burning is prohibited at all times.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Architectural Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Footings.
 - 2. Other miscellaneous concrete work as shown on the Drawings.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for drainage fill under slabs-on-grade.
 - 2. Division 32 Section "Concrete Paving" for exterior concrete flatwork and curbs.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, slag cement, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement. Retain paragraph below if Contractor is responsible for field quality-control testing and inspections other than special inspections.
- D. Field quality-control test and inspection reports.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

- C. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 318, "Standards for Tests and Materials".
 - 2. ACI 318, "Construction Requirements".
- D. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
 - 3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, unless shown otherwise on the drawings.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Sealer: Penetrating, clear, polyurethane wood form sealer formulated to reduce absorption of bleed water and prevent migration of set-retarding chemicals from wood.

- F. Form Ties: Factory-fabricated, removable, or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 3/4 inch in diameter in concrete surface.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (grade 40 acceptable for #3 bars, deformed).

2.4 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F.
- B. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size for general concrete applications: 3/4-inch nominal, 1-1/2 inch for footing construction
- D. Normal-Weight Fine Aggregate: ASTM C 33 or ASTM C 144, manufactured or natural sand, from same source for entire Project, free of materials with deleterious reactivity to alkali in cement.
- E. Water: ASTM C1602 and potable.

2.6 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Stair Nosings for Exterior Concrete Stairs: Abrasive cast iron stair nosing. Black, 3 inches wide, nose 1/4 inch underside, concealed anchor. Basis-of-Design Project: Wooster Model 101.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 1. Fly Ash: 25 percent.
 2. Combined Fly Ash and Pozzolan: 25 percent.
 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 5. Silica Fume: 10 percent.
 6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
 1. Use high-range water-reducing admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 3. Use water-reducing admixture in pumped concrete and concrete with a water-cementitious materials ratio below 0.50.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints where indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Space vertical joints in walls as indicated.
 - 4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
 - 2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Owners Testing Agency.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 305.1.
- G. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.6 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.8 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.10 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

- B. Inspections:
1. Steel reinforcement placement.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample only when ambient outdoor temperature is below 40 degrees Fahrenheit only when ambient outdoor temperature is below 40 degrees Fahrenheit.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and two specimens at 28 days if using 6x12 inch units and three specimens if using 4x8 inch units.
 - a. Test one set of two field-cured specimens at 7 days and three specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 8. Strength of each concrete mixture will be satisfactory if every average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
 11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 13. Correct deficiencies in the Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 033000

02/22/22

City of Richland Uptown Parking Lot Improvements (21025)

CAST-IN-PLACE CONCRETE

033000 - 9

SECTION 101426 - POST AND PANEL/PYLON SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Nonilluminated post and panel signs.
- B. Related Sections include the following:
 - 1. Division 03 Section "Cast-in-Place Concrete" for concrete foundations and concrete fill.
 - 2. Division 10 Section "Signage" for wall-mounted signs and dimensional characters.

1.3 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Provide post and panel signs that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.4 DEFINITIONS

- A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for post and panel/pylon signage.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
 - 2. Provide message list, typestyles, graphic elements, and layout for each sign at least half size and full-size details of graphics.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of actual units or sections of units showing the full range of colors available for the following:
 - 1. Aluminum.
- D. Sign Schedule: Use same designations indicated on Drawings.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

- B. Source Limitations for Signs: Obtain each sign type indicated from one source from a single manufacturer.
- C. Regulatory Requirements: Comply with applicable provisions in ICC A117.1.

1.7 COORDINATION

- A. Coordinate installation of anchorages for post and panel/pylon signage. Furnish setting drawings, templates, and directions for installing anchorages and other items that are to be embedded in concrete.

1.8 FIELD CONDITIONS

- A. Field Measurements: Verify locations of anchorage devices embedded in permanent construction by other installers by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of post and panel signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metal finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for signs

2.2 MATERIALS

- A. Aluminum Sheet and Plate: ASTM B 209M, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- B. Applied Vinyl: Die-cut characters from vinyl film of nominal thickness of 3 mils with pressure-sensitive adhesive backing, suitable for exterior applications.

2.3 PANEL SIGNS

- A. Sign Message Panels: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner.
 - 1. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.
 - 2. Increase metal thickness or reinforce with concealed stiffeners or backing materials as needed to produce surfaces without distortion, buckles, warp, or other surface deformations.

3. Continuously weld joints and seams unless other methods are indicated; grind, fill, and dress welds to produce smooth, flush, exposed surfaces with welds invisible after final finishing.

B. Message Panel Materials:

1. Aluminum Sheet: 0.125 inch thick.
 - a. Panel Finish: Mill finish.
 - b. Color: Mill finish.
2. Edge Condition: Square cut.
3. Corner Condition: Rounded to radius.

2.4 POSTS

- A. General: Fabricate posts to lengths required for mounting method indicated on the Drawings.
- B. Steel Posts: Fabricate from 3/16-inch-thick, 2-inch square steel tubing. Include post caps required for complete installation.
 1. Post Size: As indicated on the Drawings.
 2. Post Finish: Galvanized.
 3. Color: Natural galvanized.

2.5 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
 1. For exterior exposure, furnish nonferrous-metal devices unless otherwise indicated.
 2. Exposed Metal-Fastener Components, General:
 - a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.
 - b. Fastener Heads: For nonstructural connections, use screws and bolts with tamper-resistant, Allen-head slots unless otherwise indicated.
- B. Anchoring Materials:
 1. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - a. Water-Resistant Product: At exterior locations, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.6 FABRICATION

- A. General: Provide manufacturer's standard post and panel signs of configurations indicated.
 1. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
 2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
 3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
 4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.7 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items, including anchor inserts, are sized, and located to accommodate signs.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Excavation: Excavate for sign foundation to elevations and dimensions indicated. Reconstruct subgrade that is not firm, undisturbed, or compacted soil, or that is damaged by freezing temperatures, frost, rain, accumulated water, or construction activities by excavating a further 12 inches, backfilling with satisfactory soil, and compacting to original subgrade elevation.
- B. Protect portion of posts above ground from concrete splatter.
- C. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Install signs so they do not protrude or obstruct according to accessibility standard.
 - 3. Before installation, verify that sign components are clean and free of materials or debris that would impair installation.
 - 4. Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.

3.3 CLEANING AND PROTECTION

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.

- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101426

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above and below grade site improvements.
 - 6. Disconnecting, capping, or sealing, and abandoning site utilities in place.
 - 7. Temporary erosion and sedimentation control.
- B. Related Requirements:
 - 1. Section 5.12 "Layout of Work" for field engineering and surveying.
 - 2. Division 31 Section "Earth Moving" for base course and compaction.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 3 percent organic matter and few soil organisms.
- B. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Topsoil removal depths vary for differing site areas, per the requirements herein.
- C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
- C. Burning: NO BURNING ALLOWED.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service, "Call Before You Dig" for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain have been flagged.
- C. Refer to Section 5.11 "Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements."

- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, walkways, and public rights-of-way, according to requirements of authorities having jurisdiction and the Erosion and Sediment Control Plans.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction.
- D. Dust control will be critical throughout the life of the project, due residential neighborhoods adjacent to the project site. Maintain moist soil conditions during onsite operations. Exposed soil shall be sealed during non-operational times.
- E. At completion of project, remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees, turf, and plants remaining on-site throughout the life of the project.
- B. Repair or replace trees, shrubs, turf, and other vegetation indicated to remain that are damaged by construction operations.

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless approved by the Owner and then only after arranging to provide temporary utility services.
- E. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain.
 - 2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.

4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 1. Place fill material in horizontal layers not exceeding a loose depth of 8-inches and compact each layer to structural fill requirements outlined in Division 31 Section "Earth Moving".

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil as required to a depth as follows:
 1. Refer to project specific geo-technical reports for topsoil stripping depths.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover with visqueen to prevent windblown dust and erosion by water per Stormwater Management Manual for Eastern Washington.
 1. Coordinate stockpile locations with the Owner.
 2. Limit height of topsoil stockpiles to 6 feet, maximum height may vary dependent upon space available.
 3. Do not stockpile topsoil within protection zones.
 4. Ensure quantities left onsite will be adequate for reuse.

3.7 SITE IMPROVEMENTS

- A. Remove existing above and below grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, and aggregate base as indicated.
 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Excavating and filling for rough grading the site.
 - 2. Preparing subgrades for walks, curbing, and pavements.
 - 3. Preparing subgrades for turf, grasses, and plants.
 - 4. Base course for concrete flatwork.
 - 5. Base course for asphalt paving.
 - 6. Excavating and backfilling trenches for buried utility structures.
- B. Related Requirements:
 - 1. Section 4.02 "Project Record" for recording pre-excavation and earth-moving progress.
 - 2. Division 03 Section "Cast-in-Place Concrete" for granular course.
 - 3. Division 31 Section "Site Clearing" for site stripping, and removal of above- and below-grade improvements and utilities.
 - 4. Division 32 Section "Soil Preparation" for planting soil depths.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subgrade and hot-mix asphalt paving, or concrete flatwork.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill. Satisfactory soil requirements for site areas are provided in Section 2.1.
- E. Drainage Course: Clean or washed aggregate associated with drainage structures.
- F. Drainage Structure: Catch basins, manholes, french drains, trench drains, pipe headwalls, storm piping, infiltration trenches, or any other man-made structure intended to collect or convey storm water.
- G. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

H. Fill: Soil materials, structural or non-structural, used to raise existing grades.

I. Non-structural Fill: Soil material placed outside 5 feet of structures.

J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. Structural Fill: Soil material placed beneath or within 5 feet of site improvements.

L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below base course, drainage fill, drainage course, or topsoil materials.

M. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct preexcavation conference at Project site.

1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.
 - c. Coordination of Work and equipment movement with utility installation by others.
 - d. Extent of trenching by hand.
 - e. Field quality control.
 - f. Coordination with Owner's Testing Agency.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches.
2. Warning Tape: 12 inches long; of each color.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Gradation analysis according to ASTM D 6913.
2. Laboratory compaction curve according to ASTM D 1557.

1.7 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: The Owner will employ a testing agency and geotechnical engineer for construction that is qualified to perform the testing required, classify the

proposed onsite and borrow soil, and verify that soil conditions comply with the design and specified requirements during construction. The testing agency shall include a licensed professional engineer registered in the state to oversee geotechnical-related site observations and related testing supervision operations.

- B. Comply with Washington Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction – 2020 Edition for workmanship and materials where indicated.

1.8 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service "Call Before You Dig" for area where Project is located before beginning earth-moving operations. Provide this service for both off-site and onsite locates.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and dust-control measures specified in Section 5.08 "Operations, Materials Handling, and Storage Areas" and Division 31 Section "Site Clearing" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 6 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter,
- C. Unsatisfactory Soils: Unsatisfactory Soil: Soil classified as ML, CL, CH, MH, OH, OL, or PT may not be used onsite. Any soil containing more than 3% organics or deleterious substances is unsatisfactory.
- D. Base Course: Artificially graded mixture of crushed stone, and natural or crushed sand; generally meeting *WSDOT – 9-03.9(3)* specification for crushed surfacing top course (3/4" minus crushed aggregate). Base course beneath concrete flatwork shall contain no more than 5 percent passing the No. 200 sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; generally meeting *WSDOT – 9-03.12(3) – Gravel Backfill for Pipe Zone Beddings of WSDOT Standards*.
- F. Pipe Zone Backfill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; generally meeting *WSDOT – 9-03.10 – Aggregate for Gravel Base conforming to the 2018 WSDOT Standards*.

- G. Drainage Course: Narrowly graded mixture of crushed stone, uncrushed gravel; generally meeting *WSDOT – 9-03.12(4) – Gravel Backfill for Drains of WSDOT Standards*.
- H. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand. generally meeting *WSDOT – 9-03.13 – Backfill for Sand Drains of WSDOT Standards*.
- I. See Division 31 Section "Site Clearing" for boulders.

2.2 GEOTEXTILES

- A. Separation and Stabilization Geotextile: Non-woven geotextile fabric, manufactured for separation and stabilization applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with WSDOT Standards Section 9-33.2(1), Table 3.

Table 3
Geotextile for Separation or Soil Stabilization

Geotextile Property	ASTM Test Method ²	Geotextile Property Requirements ¹			
		Separation		Soil Stabilization	
		Woven	Nonwoven	Woven	Nonwoven
AOS	D4751	No. 30 max.		No. 40 max.	
Water Permittivity	D4491	0.02 sec ⁻¹ min.		0.10 sec ⁻¹ min.	
Grab Tensile Strength, in machine and x-machine direction	D4632	250 lb min.	160 lb min.	315 lb min.	200 lb min.
Grab Failure Strain, in machine and x-machine direction	D4632	< 50%	≥ 50%	< 50%	≥ 50%
Seam Breaking Strength	D4632 ³	220 lb min.	140 lb min.	270 lb min.	180 lb min.
Puncture Resistance	D6241	495 lb min.	310 lb min.	620 lb min.	430 lb min.
Tear Strength, in machine and x-machine direction	D4533	80 lb min.	50 lb min.	112 lb min.	79 lb min.
Ultraviolet (UV) Radiation Stability	D4355	50% strength retained min., after 500 hours in xenon arc device			

2.3 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- D. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- E. Protect prepared subgrades from degradation, softening or pumping by construction traffic. Repair subgrades damaged by construction activities at no cost to the Owner.
- F. Remove undocumented fill below any walk, structure, or paved area to native, undisturbed soil. Prepare subgrade after undocumented fill removal to the requirements of this specification. See project-specific *Geotechnical Evaluation* dated April 21, 2020, prepared by ALLWEST for more information.

3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
- B. Site soil is expected to be excavatable using conventional excavation techniques and equipment.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.
- B. Remove deleterious material and debris exposed during subgrade preparations.
- C. Prepare subgrades as described in the *Geotechnical Evaluation* dated April 21, 2020, prepared by ALLWEST for each project.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
 - 2. Remove all saturated, loose, or disturbed soil from the bottom of the utility trenches prior to placing pipe bedding.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.6 EXCAVATION FOR MULCHES

- A. Excavate surfaces under mulches to allow for indicated depths and finished elevations. Finish grade of mulch shall be 3/4 inch below adjacent walk or curbing.

3.7 EXCAVATION FOR TURF AND LANDSCAPE PLANTING AREAS

- A. Excavate surfaces under turf and landscape plantings to allow for indicated depths and finished elevations. Coordinate with Division 31 Section "Soil Preparation" for placing and mixing planting soil over exposed subgrade.

3.8 SUBGRADE INSPECTION

- A. Notify [BC1]Geotechnical Testing Agency when excavations have reached required subgrade following site preparations.
- B. If Geotechnical Testing Agency determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Moisture-condition and compact the subgrade below the slabs and pavements to required compaction levels presented herein. If the subgrade becomes soft or unstable during subgrade compaction, remove an additional native soil, moisture condition, and reinstall as structural fill. Do so only after subgrade review and identification of affected areas and as directed by the Geotechnical Testing Agency.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. If earthwork occurs during wet periods, accomplish work at or near final subgrade using equipment that imparts low bearing pressures, track-mounted, drum and low tire pressure equipment. Refer to Wet Weather/Wet Soil Construction section of the project-specific *Geotechnical Evaluation* for subgrade improvements, if required.
- F. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, without additional compensation.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust per Erosion and Sedimentation control Plan.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade where applicable.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Notifying Geotechnical Testing Agency to observe the subgrade in accordance with Section 3.7 – Subgrade Inspection of this specification.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

- C. Initial Backfill:
 - 1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Final Backfill:
 - 1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Warning Tape: Install detectable warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 5 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use non-structural fill material.
 - 2. Under walks and pavements, use structural fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Prepare subgrades which will receive fill beneath improvements must be scarified, moisture-conditioned, compacted per the following requirements and approved by the Owner's testing agency, prior to fill placement.
- B. Scarify exposed soil surface a minimum of 8 inches, moisture conditions and compact to 92 percent maximum dry unit weight according to ASTM D 1557.
- C. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Place backfill and fill soil materials evenly on all sides of improvements to required elevations and uniformly along the full length of each structure.
- E. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under pavements, compact top 12 inches of existing subgrade and each layer of backfill or fill soil material to a minimum 95 percent.

2. Under walkways, compact top 6 inches below subgrade and compact each layer of backfill or fill soil material to a minimum 95 percent.
 3. Under turf, landscape, or unpaved areas, scarify and lightly recompact top 12 inches below subgrade to a minimum of 87 percent. Do not exceed 90 percent. Owner shall confirm with testing.
 4. For utility trenches, compact each layer backfill placed 2 feet or more below the surface soil material at 95 percent. Backfill placed in the upper 2 feet beneath proposed improvements should be compacted to 95 percent maximum density of the ASTM D1557.
 5. For site light poles, compact each layer backfill placed 2 feet or more below the surface soil material at 95 percent. Backfill placed in the upper 2 feet beneath proposed improvements should be compacted to 95 percent maximum density of the ASTM D1557. Testing agency to confirm.
- F. Method Compaction - Structural fill comprising material with more than 30 percent by weight coarser than $\frac{3}{4}$ inch must be compacted using a "method specification" which requires at least 5 complete passes of a 10-ton or larger, vibratory roller. If alternate compaction equipment such as vibratory hoe-packs or large pneumatic equipment is selected, the Geotechnical Testing Agency must be contacted to review this equipment and evaluate soil density and roller patterns during construction. Regardless, this method of compaction effort must create a dense and interlocking surface that does not exhibit pumping, rutting or deflection beneath construction equipment and is free of loose soil debris and standing water. Method compaction must be observed by the Geotechnical Testing Agency on a near full-time basis at the onset of placement to establish final roller pass requirements and to verify the material is compacted to as high a density as practical with the selected compaction equipment.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from improvements and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus $\frac{1}{2}$ inch.
 3. Pavements: Plus or minus $\frac{1}{2}$ inch.
- C. Site Finish Grading: Grade areas adjacent to improvements to a smooth, uniform surface plane with loose, uniformly fine texture. Grade tolerance to within plus or minus $\frac{1}{2}$ inch.
- D. Grading outside Building Lines: Finish subgrade to a tolerance of $\frac{1}{2}$ inch when tested with a 10-foot straightedge.

3.16 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared and approved subgrade, place base course under concrete slabs-on-grade, pavements and walks as follows:
1. Place base course material on approved and accepted subgrade.
 2. Shape base course to required elevations and cross-slope grades.
 3. Place base course 10 inches or less in compacted thickness in a single layer.

4. Place base course that exceeds 10 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 10 inches thick or less than 5 inches thick.
5. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Owner's testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved/Flatwork Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 1000 sq. ft. or less of paved area, but in no case fewer than three tests.
 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 50 feet or less of trench length, but no fewer than two tests.
- D. When testing agency reports (verbal or written) that subgrades, fills, or backfills have not achieved degree of compaction, scarify, and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction and subgrade criteria are met. No additional compensation will be paid for nonconforming areas and subsequent rework.

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Geotechnical Testing Agency; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt paving.
 - 2. Existing asphalt surface treatment.
 - a. Fog Sealcoat.
- B. Related Requirements:
 - 1. Division 31 Section "Earth Moving" for subgrade preparation, fill material, unbound-aggregate base courses, and aggregate pavement shoulders.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: For each job mix proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.
- B. Material Certificates: For each paving material.
- C. Material Test Reports: For each paving material, by a qualified testing agency.
- D. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities by *Washington Department of Transportation (WSDOT)*.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Washington Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction – 2020 for asphalt paving work.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 50 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 40 deg F at time of placement.
 - 4. Slurry Coat (Fog Sealcoat): Comply with weather limitations in ASTM D3910.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations in conformance with 2018 WSDOT Standard Specifications and AASHTO standards.
- B. Aggregate: Comply with WSDOT Specifications per Section 9-03.9(3) for crushed surfacing.
- C. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Asphalt Cement: ASTM D 3381/D 3381M for viscosity-graded material ASTM D 946/D 946M for penetration-graded material.
- C. Tack Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Water: Potable.
- E. Fog Seal: ASTM D2397/D2397M or AASHTO M 208 cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073, Grade No. 2, or No. 3.
- C. Joint Sealant: AASHTO M 324, Type I, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes per Washington Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction – 2018 Edition complying with Section 9-03.04 and the following requirements: *WSDOT Standard Specification section 5-04, HMA class ½” designed for 0.3 to 3.0 ESAL’s.*
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Surface Course: ½ inch.
- B. Emulsified-Asphalt Slurry: ASTM D3910, Type 2.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Owner’s testing agency shall verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owner’s testing agency, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that utilities and other items requiring a cut and/or installation beneath the asphalt surface have been completed prior to beginning installation of asphalt.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.2.1 REPAIRS

- A. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of ¼ inch.
 - 1. Clean cracks and joints in existing hot-mix asphalt pavement.

2. Use emulsified-asphalt slurry to seal cracks and joints less than ¼ inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than ¼ inch wide. Fill flush with surface of existing pavement and remove excess.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Ensure that prepared subgrade has been proof-rolled and is ready to receive paving. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.
- D. Asphalt Surface Treatments: Clean surface to be treated of all loose materials and other debris. Grind off all painted stripes & symbols. Fill cracks as required and apply treatment as specified.
 1. The pavement surface shall be cleaned with a road sweeper, power broom or flushed with a water pump-unit to remove dust, dirt, and debris. The pavement surface must be clean and dry before applying the seal. If flushing is required, it should be completed 24 hours prior to the application of the seal to allow for adequate drying.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - a. *Standard Section – 3.0 inches of HMA over 6.0 inches of compacted base course.*
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at a minimum temperature of 250 deg F.
 4. Begin applying mix on high side of single slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 2. Complete a section of asphalt base course before placing asphalt surface course.

- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 92 percent of maximum theoretical specific gravity (Rice's density) (ASTM D 2041).
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Compact and bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course (where applicable): 1/8 inch.
- C. Do not begin installation of the base course or asphalt paving until equipment access is fully evaluated for ease of access and "run out" area for trucks and pavers such that placement of HMA is continuous and in the same direction.

3.7.1 SURFACE TREATMENTS

- A. Slurry Seals: Apply slurry coat in a uniform thickness in accordance with ASTM D3910 and allow to cure a minimum of 4 hours, verify with manufacturer.
 - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface. With fine sand, lightly dust areas receiving excess fog seal.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests (mixture quality testing to confirm asphalt content and gradation) and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549. A minimum of one (1) core samples per day each day that asphalt is placed.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. Replace and compact hot-mix asphalt where core tests were taken.
- E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
- F. The asphalt lift shall be evaluated for quality of asphalt finish, i.e., areas of "boney" or excessive voids in the surface. The paving contractor shall be responsible for correcting all defects identified in the final surface. The General Contractor, asphalt subcontractor, owner, and landscape architect shall review the defect corrections with the owner determining final acceptance

3.9 WASTE HANDLING

- A. General: Remove all waste material off-site in legal manner, including excess base course and asphalt from installation operations.

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes Concrete Paving. Including the Following:
 - 1. Standard Curb.
 - 2. Curb & Gutter.
 - 3. Walks.
 - 4. ADA Detectable Warning Strips.
- B. Related Requirements:
 - 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
 - 2. Division 31 Section "Earth Moving" for subgrade preparation, grading, and base course.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.
 - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Concrete paving Subcontractor.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer.

- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or epoxy adhesive.
 - 8. Joint fillers.
- C. Material Test Reports: For each of the following:
 - 1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- D. Field quality-control reports.

1.7 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Washington Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction – 2018 Edition for concrete work.
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

1.8 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- B. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 deformed bars; assembled with clips.
- C. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- D. Tie Bars: ASTM A 615/A 615M, Grade 60; deformed.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C 150/C 150M, gray Portland cement Type I.
 - 2. Fly Ash: ASTM C 618, Class C.
 - 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
 - 4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IS, Portland blast-furnace slag cement.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4S, uniformly graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 1-inch nominal.
- A. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
Retain one option in "Aggregate Sizes" Subparagraph below or revise to include one size or a range of gradations if preferred. Coarse-aggregate sizes may range from 1/4 inch (6 mm) to more than 1-1/2 inches (38 mm).

1. Aggregate Sizes: 3/8-to-5/8-inch nominal.
Retain "Aggregate Source, Shape, and Color" Subparagraph below if a particular aggregate is required or to specify details of acceptable aggregates.

2. Aggregate Source, Shape, and Color: Native local aggregate.

B. Air-Entraining Admixture: ASTM C 260/C 260M.

C. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

D. Water: Potable and complying with ASTM C 94/C 94M.

2.5 FIBER REINFORCEMENT

A. Reinforcement Fiber: 100 percent virgin alkali-resistant cellulose fibers manufactured for use in concrete pavement for secondary reinforcement. Fiber manufacturer must provide compliance with applicable building codes, ISO 9001 certification of manufacturing facility and complying with ASTM C 1116-08. Fibers shall have the following Characteristics:

1. Water Absorption Up to 80% of the weight of the fiber

2. Specific Gravity 1.10

3. Average fiber length 2.1 mm long

4. Projected fiber diameter 18 um

5. Fiber Tensile Strength 90 – 130 ksi

6. Alkali Resistance High (ASTM D6942)

Coordinate subparagraph and lists below with Part 2 "Manufacturers" Article. Retain "Available" for nonproprietary and delete for semi proprietary specifications.

7. Available Products:

a. Reinforcement Fibers:

1) Buckeye UltraFiber 500, Buckeye Building Fibers, LLC.

2) Approved Equal.

2.6 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

1. Available Products:

a. Axim Concrete Technologies; Cimfilm.

b. Burke by Edeco; BurkeFilm.

c. ChemMasters; Spray-Film.

d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.

e. Dayton Superior Corporation; Sure Film.

- f. Euclid Chemical Company (The); Eucobar.
 - g. Kaufman Products, Inc.; Vapor Aid.
 - h. Lambert Corporation; Lambco Skin.
 - i. L&M Construction Chemicals, Inc.; E-Con.
 - j. MBT Protection and Repair, ChemRex Inc.; Confilm.
 - k. Meadows, W. R., Inc.; Sealtight Evapre.
 - l. Metalcrete Industries; Waterhold.
 - m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
 - n. Sika Corporation, Inc.; SikaFilm.
 - o. Symons Corporation; Finishing Aid.
 - p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- 1. Available Products:
 - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
 - b. Burke by Edoko; Aqua Resin Cure.
 - c. ChemMasters; Safe-Cure Clear.
 - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
 - e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
 - f. Euclid Chemical Company (The); Kurez DR VOX.
 - g. Kaufman Products, Inc.; Thinfilm 420.
 - h. Lambert Corporation; Aqua Kure-Clear.
 - i. L&M Construction Chemicals, Inc.; L&M Cure R.
 - j. Meadows, W. R., Inc.; 1100 Clear.
 - k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
 - l. Symons Corporation; Resi-Chem Clear.
 - m. Tamms Industries Inc.; Horncure WB 30.
 - n. Unitex; Hydro Cure 309.
 - o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.
- F. Clear Acrylic Sealer: Manufacturer's standard, waterborne, nonyellowing and UV-resistant, membrane-forming, medium-gloss, acrylic copolymer emulsion solution, manufactured for colored concrete, containing not less than 15 percent solids by volume.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Advanced Surfaces Inc.; Clear Water Base Sealer.
 - b. Duckback Products; DB6510 Series Mason's Select Clear Concrete Sealer-Satin Finish.
 - c. H&C Concrete Care Products; Shield-Crete Clear Glaze.
 - d. Scofield, L. M. Company; CEMENTONE Clear Sealer.
 - e. Symons by Dayton Superior; Decorative Sealer WB.
 - f. Silencure by ChemMasters.
 - g. Pencure OTC by W.R. Meadows SealTight.

2.7 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
 - 1. Types I and II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

- D. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.
1. Available Products:
 - a. Burke by Edeco; True Etch Surface Retarder.
 - b. ChemMasters; Exposee.
 - c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.
 - d. Euclid Chemical Company (The); Surface Retarder S.
 - e. Kaufman Products, Inc.; Expose.
 - f. Metalcrete Industries; Surfard.
 - g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.
 - h. Scofield, L. M. Company; Lithotex.
 - i. Sika Corporation, Inc.; Rugasol-S.
 - j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.
 - k. Insert manufacturer's name, product name or designation.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 2. When automatic machine placement is used, determine design mixtures, and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
1. Fly Ash or Pozzolan: 25 percent.
 2. Slag Cement: 50 percent.
 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 6 percent plus or minus 1-1/2 percent for 1-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing admixture, plasticizing and retarding admixture in concrete as required for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Fiber Reinforcement: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb./cu. yd.
- G. Concrete Mixtures: Normal-weight concrete.
1. Compressive Strength (28 Days): 4500 psi.
 2. Maximum W/C Ratio at Point of Placement: 0.45.
 3. Slump Limit: 4 inches, plus or minus 1 inch.

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

2.10 ADA DETECTABLE WARNING STRIPS

- A. Tactile Warning Tile: Provide tactile warning strip that complies with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (ADA). The tile shall be an epoxy polymer composition with an ultra-violet stabilized coating. The tile shall incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" at the base, and 0.4" diameter at the top of domes spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side.
 - 1. Dimensions:
 - a. Length and Width: Length as required x 24" width nominal.
 - b. Depth: 1.400" $\pm$ 5% max.
 - c. Face Thickness: 0.1875" $\pm$ 5% max.
 - d. Warpage of Edge: $\pm$ 0.5% max.
 - 2. Color:
 - a. Yellow or City Approved Color
 - 3. Available Products:
 - a. Engineered Plastics, Inc. – "Armor-Tile."
 - b. Tuf-Tile.
 - c. Advantage Tactile.
 - d. Approved Equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subgrade surface below concrete paving to identify soft pockets and areas of excess yielding where physically possible.
 - 1. Completely proof-roll subgrade in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a pneumatic-tired and loaded vehicle.
 - 3. Where access is limited for proof-rolling, alternate methods will be approved.
 - 4. Correct base with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted base course surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use epoxy-bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
 - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 40 feet unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.

4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 5. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in.
- B. Moisten base to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- C. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- D. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- G. Screed paving surface with a straightedge and strike off.
- H. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- I. Curbs: Use design mixture for placement. Produce curbs to required cross section, lines, grades, finish, and jointing.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

3.8 FINISH

- 1. Fine to Medium Textured Broom Finish: Provide fine to medium texture.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing moisture-retaining-cover curing compound or a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 1/4 inch.
 - 2. Thickness: Plus 3/8-inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-feet-long; unleveled straightedge not to exceed 1/4 inch.
 - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of tie bar.
 - 5. Lateral Alignment and Spacing of Dowels: 1 inch.
 - 6. Vertical Alignment of Dowels: 1/4 inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.

10. Joint Width: Plus 1/8 inch, no minus.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 40-cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.12 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes painted markings applied to asphalt pavement.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to marking pavement including, but not limited to, the following:
 - a. Pavement aging period before application of pavement markings.
 - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
- B. Shop Drawings: For pavement markings.
 - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
 - 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches square.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Washington State Department of Transportation's (WSDOT) standard specifications for pavement-marking work.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

2.2 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: Latex, waterborne emulsion, lead, and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than 45 minutes.
 - 1. Color: White, Yellow, Blue, and as indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for a minimum of 1 day before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723

SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
 - 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earth Moving" for planting soil installation.
 - 3. Division 32 Section "Turf and Grasses" for placing planting soil for turf and grasses.
 - 4. Soils Management Plan

1.3 ALLOWANCES

- A. Preconstruction and field quality-control testing are part of testing and inspecting allowance.

1.4 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended, or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, stems, twigs, and detritus material.
- F. Imported Soil: Soil that is transported to Project site for use.
- G. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- H. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- I. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

- K. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- L. SSSA: Soil Science Society of America.
- M. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- N. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- O. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil."
- P. USCC: U.S. Composting Council.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include recommendations for application and use.
 - 2. Include test data substantiating that products comply with requirements.
 - 3. Include sieve analyses for materials.
 - 4. Material Certificates: For each type of imported soil, soil amendment and fertilizer before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
 - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
 - c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.
- B. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Owner will engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
 - 1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.9 SOIL-SAMPLING REQUIREMENTS

- A. General: Extract soil samples according to requirements in this article.
- B. Sample Collection and Labeling: Have samples taken and labeled by Contractor.
 - 1. Number and Location of Samples: Minimum of three representative soil samples from varied locations for each soil to be used or amended for landscaping purposes.
 - 2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."
 - 3. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.10 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Physical Testing:
 - 1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.
 - 2. Total Porosity: Calculate using particle density and bulk density according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 - 3. Water Retention: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods."
 - 4. Saturated Hydraulic Conductivity: According to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods"; at 85% compaction according to ASTM D 698 (Standard Proctor).
- C. Chemical Testing:
 - 1. CEC: Analysis by sodium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 3- Chemical Methods."
 - 2. Clay Mineralogy: Analysis and estimated percentage of expandable clay minerals using CEC by ammonium saturation at pH 7 according to SSSA's "Methods of Soil Analysis - Part 1- Physical and Mineralogical Methods."
 - 3. Metals Hazardous to Human Health: Test for presence and quantities of RCRA metals including aluminum, arsenic, barium, copper, cadmium, chromium, cobalt, lead, lithium, and vanadium. If RCRA metals are present, include recommendations for corrective action.
 - 4. Phytotoxicity: Test for plant-available concentrations of phytotoxic minerals including aluminum, arsenic, barium, cadmium, chlorides, chromium, cobalt, copper, lead, lithium, mercury, nickel, selenium, silver, sodium, strontium, tin, titanium, vanadium, and zinc.
- D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT WERA-103, including the following:
 - 1. Percentage of organic matter.
 - 2. CEC, calcium percent of CEC, and magnesium percent of CEC.
 - 3. Soil reaction (acidity/alkalinity pH value).
 - 4. Buffered acidity or alkalinity.
 - 5. Nitrogen ppm.
 - 6. Phosphorous ppm.
 - 7. Potassium ppm.
 - 8. Manganese ppm.
 - 9. Manganese-availability ppm.

10. Zinc ppm.
11. Zinc availability ppm.
12. Copper ppm.
13. Sodium ppm and sodium absorption ratio.
14. Soluble-salts ppm.
15. Presence and quantities of problem materials including salts and metals cited in the Standard protocol. If such problem materials are present, provide additional recommendations for corrective action.
16. Other deleterious materials, including their characteristics and content of each.

E. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.

1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. for 6-inch depth of soil.
2. Soil Reaction: State the recommended liming rates for raising pH or sulfur for lowering pH according to the buffered acidity or buffered alkalinity in weight per 1000 sq. ft. for 6-inch depth of soil.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Do not move or handle materials when they are wet or frozen.
 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.
- B. Planting-Soil Type: Existing, on-site surface soil, to be removed if determined by Geotechnical Engineer as unsuitable – Refer to Soils Management Plan; and relocated to on-site repository. Suitable on-site topsoil to be modified to produce viable planting soil.
- C. Planting-Soil Type: Imported, naturally formed soil from off-site sources and consisting of sandy loam and sand mixed with topsoil according to USDA textures; and modified to produce viable planting soil.
 1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 12 inches deep, not from bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass.

2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6.1 to 7.8 and minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
3. Unacceptable Properties: Clean soil of the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 1 inch in any dimension.
4. The imported planting soil shall meet or exceed the following requirements:
 - a. Material passing: 1" sieve 98 percent
 - b. Material passing: No. 4 sieve 80 percent
 - c. Material passing: No. 10 sieve 70 percent
 - d. Clay 5 to 15 percent
 - e. Silt 10 to 40 percent
 - f. Organic Matter 4 to 10 percent
 - g. pH 6.1 to 7.8
 - h. Soluble Salts 1.5 mmho/cm

2.2 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
 1. Feedstock: May include sewage sludge or animal waste.
 2. Reaction: pH of 5.5 to 8.
 3. Soluble-Salt Concentration: Less than 10 dS/m.
 4. Moisture Content: 40 percent by weight.
 5. Organic-Matter Content: 30 to 40 percent of dry weight.
 6. Particle Size: Minimum of 98 percent passing through a 3/4-inch sieve.
 7. Approved Product:
 - a. Eco Premium Compost or approved equal.

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified testing agency.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth indicated in Division 31 Section "Earth Moving" and stockpile until amended.
- B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Clean soil to contain a maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.
- D. Screening: Pass unamended soil through a 1" inch sieve to remove large materials.

3.3 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.
- C. Mixing:
 - 1. Spread unamended soil to total depth of:
 - a. 6 inches for turf areas and 12 inches for landscape planting areas.
 - b. But not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 2. Amendments: Apply soil amendments, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
 - a. Mix fertilizer with planting soil no more than seven days before planting.
 - 3. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 6 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 82 to 87 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place except where a different compaction value is indicated on Drawings. If required, loosen compacted soil to comply with specified compaction range.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

- A. Application: Apply compost component of planting-soil mix to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests:
 - 1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D 698. Space tests at no less than one for each 10,000 sq. ft. of in-place soil or part thereof, minimum of 3 tests.
- C. Soil will be considered defective if it does not pass tests and inspections.
- D. Prepare test reports.
- E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

3.6 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 5.11 "Protection of Existing Structures, Equipment, Vegetation, Utilities and Improvements."
- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- C. If planting soil or subgrade is over compacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Landscape Architect and replace contaminated planting soil with new planting soil. Compactive levels shall meet as specified requirements.

3.7 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

END OF SECTION 329113

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Turf seeding.
 - 2. Turf sodding.
 - 3. Erosion Control Materials
 - 4. Grass Pavers
- B. Related Requirements:
 - 1. Division 32 Section "Soil Preparation" – Planting soil.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Division 32 Section "Soil Preparation" and drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.

- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 3. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Lawncare Manager.
 - c. Landscape Industry Certified Lawncare Technician.
 - 4. Pesticide Applicator: State licensed, commercial.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk materials with appropriate certificates.

1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

- B. Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed. All species shall be ranked in the top 15% of NTEP Trials in the northwest for turf seed test rankings with proven positive results for wear, color, drought tolerance and disease tolerance.
 - 1. Grass Mix for General Turf Areas and Drainage Basins:
 - a. Elite Landscape Lawn Blend from L & H Seeds or approve equal.

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Certified, Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.3 percent weed seed. All species shall be ranked in the top 15% of NTEP Trials in the northwest for turf seed test rankings with proven results for wear, color, shade tolerance, drought tolerance and disease tolerance:
 - 1. Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
 - a. 70 – 80 percent.
 - 2. Perennial Ryegrass (*Lolium perenne*).
 - a. 20 - 30 percent.

2.3 PLANTING SOILS

- A. Planting Soil: Refer to Division 32 Section "Soil Preparation."

2.4 MULCHES

- A. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.5 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Coconut Coir Logs: Coir Fiber with Coir Netting. Include manufacturer's recommended steel wire staples, 6 inches long.
- C. Erosion-Control Wattles:
 - 1. Straw Wattle: Straw interior with Poly netting. Include manufacturer's recommended anchorage system for slope conditions.
 - 2. Coir Wattle: Bristle Coir Twine netting on the exterior with Mattress Coir Fibers on the interior. Include manufacturer's recommended anchorage system for slope conditions.

2.6 GRASS-PAVING MATERIALS

- A. Grass Paving: Concrete paver units designed to contain small areas of soil and enhance the ability of turf to reduce erosion, support vehicular and pedestrian traffic, manufacturer's standard nominal mat thickness. Include manufacturer's recommended anchorage system for slope conditions.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Mutual Materials: Turfstone.
 - b. Hanover Architectural Products: Ecogrid.
- B. Base Course: Sound crushed stone or gravel complying with Division 32 Section "Earth Moving" for base-course material.
- C. Sand: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33/C 33M for fine aggregate.
- D. Sandy Loam Soil Mix: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33/C 33M for fine aggregate blended with planting soil. Use blend consisting of 2/3 sand and 1/3 planting soil.

2.7 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.8 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 3. Uniformly moisten excessively dry soil that is not workable, or which is dusty.
 4. Suspend planting operations until all compaction issues have been corrected.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from sodding operations.
 - 2. Protect grade stakes set by others until directed to remove them.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Division 32 Section "Soil Preparation."
- B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
 - 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. Protect drainage inlets with approved BMP's to aid in reducing erosion of the newly graded and seeded areas.
- C. For erosion-control blanket, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- D. For wattle installation, refer to manufacturers' details and charts regarding proper wattle installation and spacing (based on steepness of the slope).
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 PREPARATION FOR GRASS-PAVING MATERIALS

- A. Reduce subgrade elevation soil to allow for thickness of grass-paving system. Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade so that installed paving is within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions.
- B. Install base course and sandy loam soil mix as recommended by paving-material manufacturer for site conditions and according to details indicated on Drawings. Compact according to paving-material manufacturer's written instructions.
- C. Install pavers flush to proposed finish grade, extend a minimum of two (2) pavers into the bottom of the swale and secure according to details.
- D. Before planting, fill cells of pavers with sandy loam soil mix and compact according to manufacturer's written instructions. Install sod pieces into cells, cut pieces so they fit tightly within the cells.

- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.6 HYDROSEEDING

- A. General: Seed application shall be by hydro-seeding.
- B. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500 lb./acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
- C. Sow seed at a total rate of 8 lbs./1000 sq. ft.
- D. Water newly planted areas and keep moist until grass is established.

3.7 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across slopes exceeding 1:4.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.8 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow Kentucky bluegrass to a height of 1-1/2 to 2 inches.
 - 2. Provide a minimum of five (5) mowings before end of maintenance period.
- D. Turf Post-fertilization: Apply commercial fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that provides:
 - a. Actual nitrogen of at least 2 lb./1000 sq. ft. to turf area.
 - b. Actual phosphorus of at least 1 lb./1000 sq. ft. to turf area.
 - c. Actual potassium of at least 1 lb./1000 sq. ft. to turf area.
 - 2. Fertilizing:
 - a. Apply fertilizer in accordance with manufacturer's instructions.
 - b. Sweep all hard surfaces of fertilizer overthrow.
 - c. Continue fertilizing until end of maintenance period. Assume a minimum of three (3) fertilizations from planting to end of the maintenance period.

3.9 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
 - 2. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.10 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.11 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

3.12 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
 - 1. Sodded Turf: 45 days from date of initial installation.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
 - 2. Seeded Turf: 60 days from date of initial installation.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

3.13 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
 - 2. Warranty Periods from date of initial installation.
 - a. Twelve (12) months.

END OF SECTION 329200



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-53, Relinquishing a Utility Easement at 1338 Sacramento Boulevard

Department:
Public Works

Ordinance/Resolution Number:
2022-53

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-53, authorizing relinquishment of a portion of the public utility easement at 1338 Sacramento Boulevard.

Summary:

The property owner at 1338 Sacramento Boulevard has requested relinquishment of a portion of a public utility easement encumbering the property. Staff analysis suggests that relinquishment is appropriate because replacement easements have been granted that better match the existing necessary utilities.

RCW 35.94.040 provides process guidance for relinquishment of public utility easements. A key feature of the process is a public hearing before the City Council. The public hearing was held at this evening's City Council meeting. Absent compelling testimony at the public hearing, staff recommends approval of Resolution No. 2022-53.

Fiscal Impact:

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

Attachments:

- I. Resolution No. 2022-53

RESOLUTION NO. 2022-53

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF A UTILITY EASEMENT AT 1338
SACRAMENTO BOULEVARD.**

WHEREAS, the property owners at 1338 Sacramento Boulevard, Triston Thomas and Shannon Haley, have requested relinquishment of a certain portion of a public easement initially intended for utility purposes at 1338 Sacramento Boulevard; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes as new easements have been granted to better match existing utilities; and

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

WHEREAS, on April 3, 2022, notice was published that a public hearing would be held on April 5, 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 utility easement lying across property commonly known as 1338 Sacramento Boulevard, 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 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.

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

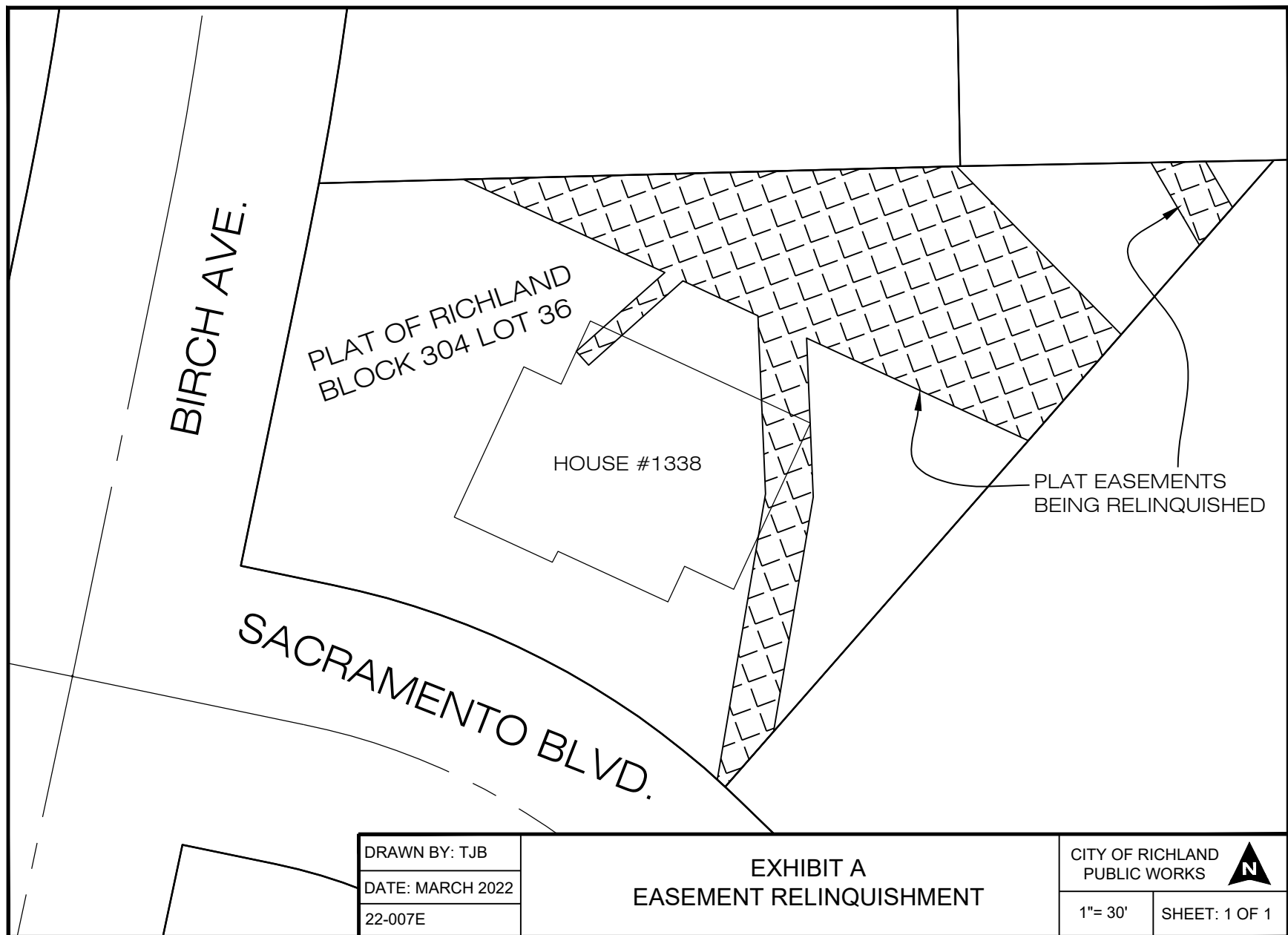
Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



DRAWN BY: TJB
DATE: MARCH 2022
22-007E

EXHIBIT A
EASEMENT RELINQUISHMENT

CITY OF RICHLAND
PUBLIC WORKS



1"= 30'

SHEET: 1 OF 1



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/5/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-54, Relinquishing Utility Easements at 101 Saint Street

Department:
Public Works

Ordinance/Resolution Number:
2022-54

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 2022-54, authorizing relinquishment of portions of a public utility easement at 101 Saint Street.

Summary:

The property owners at 101 Saint Street requested relinquishment of certain portions of the public utility easement encumbering their property. Staff analysis confirmed that a portion of the easement is no longer needed because the intended use of the easement has not materialized and is no longer anticipated.

RCW 35.94.040 provides the process guidance for relinquishment of public utility easements. A key part of the process is a public hearing before the City Council. The public hearing was held at this evening's meeting. Absent compelling public testimony, staff recommends approval of Resolution No. 2022-54.

Fiscal Impact:

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

Attachments:

- I. Resolution No. 2022-54

RESOLUTION NO. 2022-54

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF CERTAIN PORTIONS OF A UTILITY EASEMENT AT 101
SAINT STREET.**

WHEREAS, property owners at 101 Saint Street, Ethan and Kristi Nelson, have requested relinquishment of a certain portion of a public easement initially intended for utility purposes at 101 Saint Street; and

WHEREAS, the requested easement, as depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes as utilities were never placed within the original plat easement; and

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

WHEREAS, on April 3, 2022, notice was published that a public hearing would be held on April 5, 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 utility easement lying across property commonly known as 101 Saint Street, 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 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.

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of April, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

