



Agenda
City Council Regular Meeting
Tuesday, June 7, 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:

1. Letters of Appreciation for Fire Ops 101
 - Mayor Alvarez
2. 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.

3. Proposed Transportation Improvement Program, Resolution No. 2022-84
 - Pete Rogalsky, Public Works Director
4. Proposed Amendment to Exhibit A of the 2022-2024 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild, Resolution No. 2022-85
 - Lacey Paulsen, Human Resources 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 May 17, 2022 City Council Regular Meeting Minutes and the May 24, 2022 City Council Workshop Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading & Passage:

6. Ordinance No. 2022-17, Amending the 2022 Budget to Include the 2021 Budget Carryovers
 - Brandon Allen, Finance Director
7. Ordinance No. 2022-18, Amending Richland Municipal Code Section 9.12.055 related to Illegal Dumping
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

8. Resolution No. 2022-75, Approving the Final Plat of Walnut Heights
 - Kerwin Jensen, Development Services Director
9. Resolution No. 2022-76, Authorizing Award of Bid to Premier Excavation for the Henderson Loop Extension in Horn Rapids
 - Kerwin Jensen, Development Services Director
10. Resolution No. 2022-77, Authorizing Award of Bid to Inland Asphalt Company for the 2022 Jadwin Overlay Project
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2022-78, Authorizing a Third Amendment to the Consultant Agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Aeration Basin Retrofit Project
 - Pete Rogalsky, Public Works Director
12. Resolution No. 2022-79, Authorizing an Agreement with Transpo Group USA, Inc. for Design of the Downtown Connectivity Project
 - Pete Rogalsky, Public Works Director
13. Resolution No. 2022-80, Authorizing an Interlocal Agreement with the Washington State Water/Wastewater Agency Response Network
 - Pete Rogalsky, Public Works Director
14. Resolution No. 2022-81, Authorizing a Sixth Amendment to the Gas Purchase and Site License Agreement with Horn Rapids RNG, LLC Related to the Gas-to-Fuel Project
 - Pete Rogalsky, Public Works Director
15. Resolution No. 2022-82, Accepting a Washington State Department of Transportation Grant for the Jadwin Avenue/Catskill Street Pedestrian Crossing
 - Pete Rogalsky, Public Works Director
16. Resolution No. 2022-83, Authorizing an Interlocal Agreement with the U.S. Bureau of Land Management for Wildland Fire Suppression
 - Tom Huntington, Fire Chief

Items - Approval:

Items of Business:

17. Resolution No. 2022-84, Adopting the 2023-2028 Transportation Improvement Program
 - Pete Rogalsky, Public Works Director
18. Resolution No. 2022-85, Amending Exhibit A of the 2022-2024 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild
 - Lacey Paulsen, Human Resources Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

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

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the May 17, 2022 City Council Regular Meeting Minutes and the May 24, 2022 City Council Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on May 17, 2022 and the City Council workshop meeting held on May 24, 2022.

Summary:

Draft minutes from the May 17, 2022 City Council regular meeting and the May 24, 2022 City Council workshop meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft May 17, 2022 City Council Meeting Minutes
2. Draft May 24, 2022 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, May 17, 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, City Attorney Kintzley, 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, Planning Manager Stevens and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

1. Building Safety Month Proclamation

Councilmember Lemley read a proclamation declaring the month of May to be Building Safety Month in the City of Richland.

Public Hearing

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

2. Proposed Amendment to the 2022 Budget to Include the 2021 Budget Carryovers, Ordinance No. 2022-17

Mayor Alvarez opened and closed the public hearing at 6:07 p.m. No testimony was offered.

3. Proposed Establishment of the 2022 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments, Resolution No. 2022-74

Mayor Alvarez opened the public hearing at 6:08 p.m. The following individual provided testimony:

- Brian Thorsen - 2464 SW Glacier Place, Redmond, OR: Mr. Thorsen, Senior Land Development Manager for Hayden Homes, provided statements supporting the placement of the proposed comprehensive plan land use designation change and related rezone of Clearwater Creek Lot 9 of Phase 3 on the 2022 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments.

No other individuals signed up to speak at the public hearing. Mayor Alvarez closed the public hearing at 6:11 p.m.

Public Comments

The following individuals provided public comment:

- Robert Benedetti - 400 Broadmoor Street, Richland, WA - Mr. Benedetti submitted statements opposing excessive development and offered suggestions to achieve a walkable community.
- Krista Patterson - 6910 Drury Ridge Drive, Pasco, WA: Ms. Patterson, owner of Northwest Paddleboarding, questioned the limitations placed on her use of the city-owned parking lot at Howard Amon Park for business purposes.

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. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS JONES, KENT, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Minutes

4. Approval of the May 3, 2022 City Council Regular Meeting Minutes

Ordinances - First Reading

5. Ordinance No. 2022-18, Amending Richland Municipal Code Section 9.12.055 related to Illegal Dumping

Ordinances - Second Reading & Passage

6. Ordinance No. 2022-15, Approving the Rezone of 3.9 Acres Located at 1842 Jadwin Avenue from Neighborhood Retail (C-1) to Limited Business (C-LB)(Closed Record)
7. Ordinance No. 2022-16, Amending the 2022 Budget in the General Fund to Include Seattle Police Department Internet Crimes Against Children Pass- Through Funding

Resolutions - Adoption

8. Resolution No. 2022-63, Authorizing Waiver of Outstanding Legacy Fines related to Overdue Library Materials
9. Resolution No. 2022-69, Authorizing a Purchase and Sale Agreement with Beef Expansion, LLC for Approximately 20 Acres in the Horn Rapids Industrial Park
10. Resolution No. 2022-71, Declaring 1.68 Acres of Portions of Parcels 1-23083000004000 and 1-26082000001005 Surplus to the City's Needs
11. Resolution No. 2022-72, Authorizing Submittal of a Washington State Pedestrian & Bicycle Program Grant Applications
12. Resolution No. 2022-73, Authorizing a Consultant Agreement with Electric Power Systems, Inc. for Engineering Design of City View Substation Bank 2

Items – Approval

13. Appointment to the Tri-City Regional Hotel-Motel Commission: Lacey Stephens

Expenditures - Approval

14. Expenditures from April 1, 2022 to April 30, 2022 for \$32,740,248.86 including Travel Check Nos. 20108-20127, Accounts Payable Check Nos. 299231- 300157, Accounts Payable Wire Nos. 9004-9045, Payroll Wires & ACH Nos. 12674-12725, Payroll Direct Deposit & Check Nos. 192006-193132 and Pension Check Nos. 6140-6165.

Items of Business

15. Ordinance No. 2022-17, Amending the 2022 Budget to Include the 2021 Budget Carryovers

Finance Director Allen provided an overview of the proposed 2022 budget amendment which will appropriate \$75,008,108 of unexpended 2021 appropriations into the 2022 Budget.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO APPROVE, FOR FIRST READING, BY TITLE ONLY, ORDINANCE NO. 2022-17, AMENDING THE 2022 BUDGET TO INCLUDE THE 2021 BUDGET CARRYOVERS. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS JONES, KENT, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

16. Resolution No. 2022-74, Establishing the 2022 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments

Planning Manager Stevens presented on the merits of each of the four (4) applications received for the proposed 2022 Docket of Comprehensive Plan Policies, Maps and Zoning Code Amendments.

At the request of Councilmembers Lukson and Kent, Planning Manager Stevens provided a summary of the zoning designation for Clearwater Creek lot 9 phase 3 and the Badger Mountain Subarea property.

Council generally discussed the pros and cons of amending previous comprehensive plan land use designations and zoning designations from commercial to residential, and the related impact of such actions on neighborhood walkability. No changes to the proposed 2022 Docket were suggested.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2022-74, ESTABLISHING THE 2022 DOCKET OF COMPREHENSIVE PLAN POLICIES, MAPS AND ZONING AMENDMENTS. THOSE IN FAVOR: MAYOR ALVAREZ, MAYOR PRO TEM CHRISTENSEN, AND COUNCILMEMBERS JONES, KENT, LEMLEY, LUKSON AND RICHARDSON. THOSE OPPOSED: NONE. MOTION PASSED 7-0.

Reports and Comments

City Manager

City Manager Amundson announced that he will attend the 2022 Benton-Franklin Community Health Needs Assessment forum hosted by United Way of Benton & Franklin Counties on May 18, 2022. The focus of the event is to better understand housing and homelessness in our community.

City Manager Amundson also shared that he met with representatives from the Small Business Administration (SBA) Department and Regional SBA to discuss programs and opportunities available to local small business. Staff will host a Small Business Fair in late

summer or early fall to provide a variety of assistance and resources to local small business. Lastly, City Manager Amundson provided an overview of the May 24, 2022 City Council workshop agenda.

City Council

Councilmember Richardson thanked staff, liaisons and members of boards, commissions and committees for dedicating their time and talent to enhance the community, and encouraged individuals interested in serving on a city board, commission or committee to visit the City's website to view current vacancies.

Councilmember Kent reported that collaboration between the Richland Public Library Board of Trustees and the selected consultant for creation of the Richland Public Library Strategic Plan is ongoing. A draft strategic plan will be presented for Council review and approval in the near future. Councilmember Kent also requested follow-up regarding concerns raised by Ms. Patterson during public comment. City Manager Amundson replied that he and Parks & Public Facilities Director Schiessl would review the situation, meet with Ms. Patterson and submit a report to Council.

Councilmember Lemley inquired about information previously requested regarding proactive police efforts to aid in reducing rising crime in the community. City Manager Amundson replied that staff efforts to compile information have not yet concluded, but once complete, a response will be presented to Council. Councilmember Lemley then commented of the parking issues raised by Ms. Patterson during public comment.

Councilmember Lukson echoed comments made by Councilmembers Kent and Lemley regarding Ms. Patterson's parking issues. Councilmember Lukson also encouraged staff to develop and implement broad methods to solicit community engagement relating to the future of land uses in the community. Finally, Councilmember Lukson advocated for Council to support the Benton-Franklin Recovery Coalition and Oxford Houses in the Tri-Cities area.

Councilmember Jones encouraged staff to seek opportunities to support and assist local business owners.

Mayor Pro Tem Christensen questioned whether a city policy decision was creating the parking concerns reported by Ms. Patterson. Mayor Pro Tem Christensen also recommended that City Manager Amundson secure a consultant to assist in establishing the City Manager's goals and performance evaluation for 2023.

Mayor

Mayor Alvarez echoed comments made by Councilmember Lukson and Mayor Pro Tem Christensen regarding use of a consultant to facilitate the 2023 goals and performance evaluation for the City Manager. Mayor Alvarez also asked City Manager Amundson to provide a report to Council at the conclusion of his review of the parking concerns raised

by Ms. Patterson. Finally, Mayor Alvarez shared that he recently attended Fire Ops 101, and expressed appreciation to Fire Chief Huntington and his staff for the work they do.

Adjournment

Mayor Alvarez adjourned the meeting at 7:01 p.m.

APPROVED:

ATTEST:

Michael Alvarez, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, May 24, 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 Workshop - 6:00 p.m.

Mayor Alvarez called the Council workshop 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, Lukson and Richardson were present. Councilmember Lemley was absent.

Also present were City Manager Amundson, Assistant City Manager Florence, City Attorney Kintzley, Public Works Director Rogalsky, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen, Transportation and Development Manager D'Alessandro and City Clerk Rogers.

AT THE START OF THE MEETING, CITY MANAGER AMUNDSON RECEIVED PERMISSION TO REORDER THE AGENDA TO TAKE STRATEGIC PLANNING INTRODUCTION AND PROCESS (ITEM NO. 3) FIRST.

Agenda Items

1. Strategic Planning Introduction and Process

City Manager Amundson introduced Craig Rapp of Rapp Consulting Group. With the aid of a PowerPoint presentation, Mr. Rapp presented his business model and provided an overview of the projected collaboration between Rapp Consulting Group and the City of Richland during the strategic planning process. The strategic planning process will establish strategic priorities, measurable outcomes and performance targets based on a facilitated process with city leadership. The process will also engage community stakeholders through various surveys administered by Polco.

Assistant City Manager Florence provided an overview of online community survey services to be provided by Polco in collaboration with the strategic planning process.

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

2. Badger Mountain South Water Supply

With the aid of a PowerPoint presentation, Public Works Director Rogalsky provided an overview of the following:

- Badger Mountain South subarea water rights;
- Badger Mountain South Irrigation District (BMID) water supply agreement;
- BMID water rights adjustment request;
- Staff's analysis, policy alternatives and recommendations to the BMID request.

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

3. Transportation Grant Recommendations

With the aid of a PowerPoint presentation, Public Works Director Rogalsky provided an overview of the following:

- Street system improvements funding approach;
- Street system improvement grant funds;
- 2023-2028 prioritized Transportation Improvement Program (TIP) projects;
- 2022 grant opportunities;
- Staff recommendations, grant submittal deadlines and projected timeframe for award decisions.

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

4. Discussion Regarding Development Review Process

City Manager Amundson acknowledged receiving feedback related to challenges with the City's development review process and advised that a compliance audit will be performed. City Manager Amundson also announced that the City has entered into an agreement with Northwest Code Professionals (NWCP) for plan review and building inspections services to supplement and support the current workload. City Manager Amundson also shared that the future Deputy City Manager will be tasked with coordinating and overseeing the development review process.

City Manager Amundson further stated his interest in collaborating with the City of Kennewick to host a Builders Forum and a Developers Forum to provide builders and developers with an opportunity to provide feedback on the current development review process.

Councilmembers spoke favorably of retaining a consultant to conduct a review of the current development review process.

Additional Closing Comments

Mayor Alvarez shared that he received an email from an individual requesting a letter of recommendation from Mayor Alvarez in support of admission to the U.S. Naval Academy. City Attorney Kintzley advised that, per the Richland Municipal Code, Council approval is required if the correspondence is to be issued using the title of mayor. Council asked for an opportunity to meet the requestor at the next regularly scheduled City Council meeting.

before a letter would issue.

Adjournment

Mayor Alvarez adjourned the workshop at 8:18 p.m.

APPROVED:

Michael Alvarez, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-17, Amending the 2022 Budget to Include the 2021 Budget Carryovers

Department:
Assistant City Manager

Ordinance/Resolution Number:
2022-17

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-17, approving the identified carryovers and new revenues, and authorizing staff to make the necessary budget adjustments to appropriate \$74,715,912 into the 2022 Budget as provided therein.

Summary:

All appropriations in any current operating fund lapse at the end of each fiscal year. At this time, it is necessary to carry over unexpended appropriations from the prior fiscal year to the current fiscal year for the following: 1) goods and services which had not yet been received by the end of 2021, but were encumbered and committed during that year; 2) uncompleted improvements in progress, including capital improvement and business license reserve projects; and 3) grant-related expenditures at the end of the year. RCW 35.33.151 expressly allows for this action.

Ordinance No. 2022-17 amends the 2022 Budget to increase appropriations in the funds listed in the ordinance for the proposed carryovers. The proposed 2021 Budget carryover total of \$74,715,912 includes previously approved capital improvement projects (CIP), grant-funded programs, encumbered goods and services not yet received at year-end, and \$2,394,949 in new appropriations for grant revenues not budgeted in 2021. Minor adjustments to some carryover amounts were made after the first reading, resulting in a reduction of \$292,196 in total carryovers.

The sources of funds for the 2021 carryovers include unrealized grants, loans, and contributions of \$21,643,046 and fund balance of \$53,072,866.

A public hearing has been held in compliance with state law.

Staff recommends approval of Ordinance No. 2022-17 for second reading and passage.

Fiscal Impact: The total increase in appropriations to the 2022 Budget is \$74,715,912. This includes carryover of \$60,711,523 in approved CIP projects, \$5,457,391 in other grant-funded programs, and \$8,546,998 in encumbered goods and services.

Attachments:

1. Ordinance No. 2022-17
2. 2021 Appropriation Carryovers

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2022 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS FROM THE CARRYOVER OF PRIOR YEAR BUDGET TO COMPLETE CERTAIN UNCOMPLETED CAPITAL PROJECTS AND ENCUMBERED PURCHASES OF GOODS AND SERVICES AND CERTAIN REVENUES NOT PREVIOUSLY APPROPRIATED, AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN VARIOUS CITY FUNDS.

WHEREAS, on November 16, 2021, the Richland City Council passed Ordinance No. 39-21 approving the 2022 Budget, including the 2022-2027 Capital Improvement Plan (CIP); and

WHEREAS, it is necessary to carry over unexpended appropriations from the prior fiscal year to the current fiscal year for goods and services which had not yet been received by the end of the year, but were encumbered and committed in the prior year; and for uncompleted improvements in progress, including capital improvement and business license reserve projects, and grant-related expenditures at the end of the year; and

WHEREAS, RCW 35.33.151 provides for carryover of appropriations to the following year for payment of uncompleted programs and improvements in progress or on orders subsequently filled or claims subsequently billed for goods or services not completed by the end of the fiscal year; and

WHEREAS, this funding appropriation enables completion of unfinished capital improvement projects and payment of encumbered goods and services not received by year end; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on May 17, 2022 regarding the increase in appropriations from beginning fund balance and new revenue as listed in Section 3 of this Ordinance.

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. The increased appropriations contained within this Ordinance total \$74,715,912 of which \$72,320,963 was previously appropriated in the prior fiscal year's final budget, and \$2,394,949 is newly appropriated grant funds not budgeted in 2021 for HOME ARP projects. These appropriations are necessary for the completion of approved projects and purchases, and are identified by fund in Section 3 of this ordinance.

Section 2. Declaration of Public Emergency. Due to circumstances described above, Richland City Council declares that a public emergency exists in the City's Funds described in Section 3 of this Ordinance.

Section 3. Amendment of the 2022 Budget. The 2022 Budget is hereby amended to provide for additional appropriations. The sources of funds contained in this Ordinance included unrealized grants, loans and contributions in the amount of \$21,643,046, and fund balance in the amount of \$53,072,866. These balances are identified for each fund in the following table:

CHANGES IN 2022 APPROPRIATION FROM 2021 CARRYOVERS							
FUND #	FUND NAME	SOURCES OF FUNDS			USES OF FUNDS		
		CARRYOVER REVENUE	CARRYOVER APPROPRIATED FUND BALANCE	TOTAL INCREASE IN SOURCES OF FUNDS	CURRENT APPROVED APPROPRIATIONS	CHANGE IN APPROPRIATIONS	TOTAL AMENDED APPROPRIATIONS
001	General	\$ -	\$ 4,456,475	\$ 4,456,475	\$ 83,924,820	\$ 4,456,475	\$ 88,381,295
101	Streets	-	29,884	29,884	3,679,788	29,884	3,709,672
111	Park Reserves	-	675,000	675,000	962,484	675,000	1,637,484
112	Industrial Development	-	4,762,404	4,762,404	11,557,705	4,762,404	16,320,109
117	Public Safety Sales Tax	275,250	13,020	288,270	2,464,308	288,270	2,752,578
153	Community Dev. Block Grant	292,659	102,020	394,679	519,180	394,679	913,859
154	HOME	3,863,538	923,923	4,787,461	910,657	4,787,461	5,698,118
301	Streets Capital Construction	10,593,876	2,500,005	13,093,881	15,527,745	13,093,881	28,621,626
315	Capital Improvements	-	238,439	238,439	4,763,239	238,439	5,001,678
317	Fire Station 75 Construction	-	288,455	288,455	-	288,455	288,455
318	Fire Station 73 Construction	-	2,179	2,179	-	2,179	2,179
380	Park Project Construction	2,675,000	6,088,886	8,763,886	13,414,000	8,763,886	22,177,886
385	General Government Const.	-	452,413	452,413	425,000	452,413	877,413
401	Electric Utility	-	199,232	199,232	83,192,786	199,232	83,392,018
402	Water Utility	200,000	11,570,090	11,770,090	22,368,255	11,770,090	34,138,345
403	Wastewater Utility	391,910	8,916,682	9,308,592	18,897,347	9,308,592	28,205,939
404	Solid Waste Utility	-	7,586,826	7,586,826	10,252,548	7,586,826	17,839,374
405	Storm Water Utility	2,963,437	224,418	3,187,855	2,163,829	3,187,855	5,351,684
406	Golf Course	187,376	1,820	189,196	2,391,177	189,196	2,580,373
407	Medical Services Utility	-	12,989	12,989	6,940,019	12,989	6,953,008
408	Broadband Utility	-	15,882	15,882	2,180,873	15,882	2,196,755
503	Equipment Replacement	200,000	4,011,826	4,211,826	9,804,667	4,211,826	14,016,493
	Total	\$ 21,643,046	\$ 53,072,866	\$ 74,715,912	\$ 296,340,427	\$ 74,715,912	\$ 371,056,339

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: May 17, 2022
Second Reading: June 7, 2022
Date Published: June 12, 2022

2022 Carryovers - Encumbered, Expanded and Special Programs

Expenditure Org	Object	Vendor	Description	PO #	Amount
A1131400	4117	MATTHEW KINCAID	EXPERT SERVICES	22101008	5,040
A1131400	3505	BRUTZMAN'S OFFICE SOLUTIONS	FURNITURE AND FIXTURES	22101027	5,982
A1131400	3102	RINGOLD EMBROIDERY	OPERATING SUPPLIES & MATERIALS	22101056	284
A2142000	3102	RINGOLD EMBROIDERY	OPERATING SUPPLIES & MATERIALS	22101056	776
A2148920	4202	INFOSEND, INC.	POSTAGE	22100183	13,476
A2148920	4911	INFOSEND, INC.	OUTSIDE SERVICES PROVIDED	22100183	3,203
A6181000	4111	CABOT J DOW	LABOR RELATIONS SERVICES	22100331	6,263
A6181000	3102	RINGOLD EMBROIDERY	OPERATING SUPPLIES & MATERIALS	22101061	435
C4153000	4102	ARCHITECTS WEST INC	LEGAL FEES	22100758	19,600
C5131100	4960	MERCURY ASSOCIATES INC	STRATEGIC INITIATIVES	22100873	21,154
C6187000	3102	INFOSEND, INC.	OPERATING SUPPLIES & MATERIALS	22100183	1,672
C7572100	4117	AVANTECH INC	EXPERT SERVICES	22101026	1,073
D2586000	4117	AHBL, INC	EXPERT SERVICES	22100261	10,910
F1221000	4117	ARCHITECTS WEST INC	EXPERT SERVICES	22101003	7,430
F1221000	4117	HILL INTERNATIONAL INC	EXPERT SERVICES	22101013	7,677
F1222000	2201	SEA WESTERN INC	UNIFORM/CLOTHING ALLOWANCE	22100613	2,789
F1222000	2201	JAMES E THOEN	UNIFORM/CLOTHING ALLOWANCE	22100750	465
F1222000	3501	JAMES E THOEN	SMALL TOOLS AND EQUIPMENT	22100750	2,455
F1222000	2201	SEA WESTERN INC	UNIFORM/CLOTHING ALLOWANCE	22100889	5,578
IT188500	4107	SMARSH, INC.	OTHER PROFESSIONAL SERVICES	22100132	2,941
IT188500	3515	CERIUM NETWORKS INC	COMMUNICATION EQUIPMENT	22100686	2,541
IT188500	4117	CRITICAL INFORMATICS INC	EXPERT SERVICES	22100922	48,060
IT188500	3515	PARAMOUNT COMMUNICATIONS INC	COMMUNICATION EQUIPMENT	22100960	368
IT188900	4117		EXPERT SERVICES		2,830,680
K1710100	4117	INTERWEST TECHNOLOGY SYSTEMS INC	EXPERT SERVICES	22001165	2,309
K1710100	4117	ARCHITECTS WEST INC	EXPERT SERVICES	22100758	19,600
K1710100	3102	COLUMBIA RIVER ELECTRIC MAINTENANCE	OPERATING SUPPLIES & MATERIALS	22100878	998
K1710100	4117	ARCHITECTS WEST INC	EXPERT SERVICES	22101003	7,430
K1710100	4117	AHBL, INC	EXPERT SERVICES	25040	22,645
K3755000	4806	SIEMENS INDUSTRY INC	REPAIRS AND MAINT-STRUCTURES	22100510	20,439
K3755000	4806	KING COUNTY DIRECTORS ASN PURCHASING DEPT	REPAIRS AND MAINT-STRUCTURES	22100512	4,630
K3755000	4806	KG FENCING LLC	REPAIRS AND MAINT-STRUCTURES	22101028	11,670
K3755000	4806	A DIFFERENT SHADE	REPAIRS AND MAINT-STRUCTURES	22101041	9,020
K8722100	4117		EXPERT SERVICES		40,000
K8721000	3102	KELLEY CONNECT CO	OPERATING SUPPLIES & MATERIALS	22100954	705
L1188700	4902	BIZODO INC SEAMLESS DOCS	DUES & SUBSCRIPTIONS	22100820	583
L1188700	3583	FARO TECHNOLOGIES INC	SOFTWARE-LICENSING & UPGRADES	22100957	2,500
L1188700	4902	SHI INTERNATIONAL CORP	DUES & SUBSCRIPTIONS	22101048	1,851
L1211000	2201	GALLS, LLC	UNIFORM/CLOTHING ALLOWANCE	22100939	936
L1211000	3102	HIS DIME, LLC	OPERATING SUPPLIES & MATERIALS	22101044	396
L1212000	3102	AARDVARK	OPERATING SUPPLIES & MATERIALS	22101011	4,558
L1212000	4802	AARDVARK	REPAIRS AND MAINT-EQUIPMENT	22101011	1,486
L1212100	3119	FEDERAL SEIZURE FUNDS CARRY OVER ORD 05-20 (AND	FORENSIC CPU INVESTIGATION SUP	N/A	12,619
L1212000	3501	BODY CAMERA AWARD - ORD-21	BODY CAMERA EQUIPMENT	N/A	235,259
L1212200	2201	GALLS, LLC	UNIFORM/CLOTHING ALLOWANCE	22100939	340
L1212200	3501	MOTOROLA SOLUTIONS INC	SMALL TOOLS AND EQUIPMENT	22100969	8,744
L1212200	3102	MOTOROLA SOLUTIONS INC	OPERATING SUPPLIES & MATERIALS	22100978	4,061
L1212200	3102	GALLS, LLC	OPERATING SUPPLIES & MATERIALS	22100992	1,783
L1212200	3102	SEATTLE SEWING SOLUTIONS INC	OPERATING SUPPLIES & MATERIALS	22100994	1,466
L1212200	3102	ARCHITECTS WEST INC	OPERATING SUPPLIES & MATERIALS	22101003	5,061
L1212310	3501	3SI SECURITY SYSTEMS INC	SMALL TOOLS AND EQUIPMENT	22100971	641
L1212330	3118	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	22100267	3,573
L1212330	3102	LEIF G LARSEN	OPERATING SUPPLIES & MATERIALS	22100289	2,848
L1214000	3118	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	22100075	12,539
L1214000	3102	SAN DIEGO POLICE EQUIPMENT CO	OPERATING SUPPLIES & MATERIALS	22100868	40
L1214000	3118	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	22100868	12,461
M1189000	6103	ARCHITECTS WEST INC	LAND PURCHASES	22100680	13,200
M1970000	5521		STREET STRIPING EQUIPMENT PURCHASE	N/A	200,000
M1587080	4925	BLRF CARRYOVER	UNSPENT 2021 ALLOCATION	N/A	101,855
Total General Fund					3,769,099
T1423000	3109	TRAFFIC SAFETY SUPPLY CO INC	FIELD SUPPLIES	22100974	3,702
T1426100	9813	WESTERN SYSTEMS, INC.	INTFND SVCS - TRAFFIC SIGNALS	22100670	4,876
T1426100	9813	ECONOLITE CONTROL PRODUCTS INC	INTFND SVCS - TRAFFIC SIGNALS	22100860	1,629
T1426100	9813	WESTERN SYSTEMS, INC.	INTFND SVCS - TRAFFIC SIGNALS	22101057	1,591
T1429000	4117	WILDLANDS INC	EXPERT SERVICES	22000398	1,432
T1429000	4117	JUB ENGINEERS INC	EXPERT SERVICES	22101004	9,508
T1471000	4117	LUCAS M MILLER	EXPERT SERVICES	22100138	350
T1471000	3138	RAILROAD TOOLS AND SOLUTIONS LLC	REPAIR/MAINTENANCE SUPPLIES	22100895	6,795
Total Streets Fund					29,884

Expenditure Org	Object	Vendor	Description	PO #	Amount
D4593100	4117	SHANNON & WILSON INC	EXPERT SERVICES	22000344	12,473
D5593000	4117	WILDLANDS INC	EXPERT SERVICES	22000395	42,809
D5593000	4117	PERMIT SURVEYING INC	EXPERT SERVICES	22100347	23,638
D5593000	4117	BAER TESTING INC	EXPERT SERVICES	22100930	9,200
Total Industrial Development Fund					88,120
L2212000	3102	ARCHITECTS WEST INC	OPERATING SUPPLIES & MATERIALS	22101003	2,368
L2212200	2201	GALLS, LLC	UNIFORM/CLOTHING ALLOWANCE	22100939	384
L2212200	3501	MOTOROLA SOLUTIONS INC	SMALL TOOLS AND EQUIPMENT	22100969	4,372
L2214000	3104	SAN DIEGO POLICE EQUIPMENT CO	TRAINING AIDS & MATERIALS	22100868	1,309
L2214000	3118	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	22100868	2,708
L2214000	3118	GREYSTONE PARTNERS INC	AMMUNITION	22100870	1,878
Total Public Safety Sales Tax Fund					13,020
E0518640	4965	GLASS NOOK INC	LOANS - WINDOWS	22100544	10,397
E0518640	4968	CHINOOK HEATING & AIR INC	LOANS - HEAT PUMP	22100692	16,073
E0518640	4965	GLASS NOOK INC	LOANS - WINDOWS	22100751	22,369
E0518640	4965	GLASS NOOK INC	LOANS - WINDOWS	22100752	13,836
E0518640	4968	TOTAL ENERGY MANAGEMENT INC	LOANS - HEAT PUMP	22100837	11,934
E0518640	4965	PERFECTION GLASS INC	LOANS - WINDOWS	22100875	3,131
E0518640	4965	ROBERTS CONSTRUCTION INC	LOANS - WINDOWS	22100877	3,116
E0518640	4968	M CAMPBELL & COMPANY INC	LOANS - HEAT PUMP	22100970	14,917
E0518640	4968	DAYCO INCORPORATED	LOANS - HEAT PUMP	22100998	4,968
E0518640	4965	ROBERTS CONSTRUCTION INC	LOANS - WINDOWS	22100999	9,378
E0518640	4968	DELTA HEATING & COOLING INC	LOANS - HEAT PUMP	22101068	8,742
E0518640	4968	TOTAL QUALITY AIR LLC	LOANS - HEAT PUMP	22101069	9,935
E0590840	4117	ENERGY INCENTIVES INC	EXPERT SERVICES	22000196	19,965
E0590840	4904	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	FILING/RECORDING FEE	22000270	440
E0590840	4117	EFFICIENCY SOLUTIONS LLC	EXPERT SERVICES	22100197	6,714
E0592300	4117	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	EXPERT SERVICES	22000108	3,912
E0592300	4117	EFFICIENCY SOLUTIONS LLC	EXPERT SERVICES	22000192	10,323
E0592300	4117	THEODORE BLAINE LIGHT III	EXPERT SERVICES	22100575	3,713
E0592300	4117	HASSAN M SHABAN	EXPERT SERVICES	22100576	5,320
E0593000	4117	GDS ASSOCIATES, INC	EXPERT SERVICES	22000219	20,049
Total Electric Fund					199,232
W2013400	4117	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	EXPERT SERVICES	22100097	577
W2013400	4117	RH2 ENGINEERING INC	EXPERT SERVICES	22100311	594
W4345000	3138	BADGER METER INC.	REPAIR/MAINTENANCE SUPPLIES	22100845	2,769
W4345000	3138	BADGER METER INC.	REPAIR/MAINTENANCE SUPPLIES	22101014	2,223
Total Water Fund					6,163
S2013500	4117	MURRAYSMITH, INC	EXPERT SERVICES	22000538	9,446
S2013500	4117	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	EXPERT SERVICES	22100097	561
S3358000	4802	COLE INDUSTRIAL INC	REPAIRS AND MAINT-EQUIPMENT	22100310	1,007
S3358000	4911	ALS GROUP USA CORP	OUTSIDE SERVICES PROVIDED	22100964	316
S3358000	4911	ALS GROUP USA CORP	OUTSIDE SERVICES PROVIDED	22101016	316
S3358000	4911	ALS GROUP USA CORP	OUTSIDE SERVICES PROVIDED	22101020	2,816
S3358000	4911	ALS GROUP USA CORP	OUTSIDE SERVICES PROVIDED	22101023	575
S3358000	4911	MIDWEST LABORATORIES INC	OUTSIDE SERVICES PROVIDED	22101036	460
S3358000	4911	ALS GROUP USA CORP	OUTSIDE SERVICES PROVIDED	22101037	316
S4355000	3501	OWEN EQUIPMENT COMPANY	SMALL TOOLS AND EQUIPMENT	22100765	1,337
Total Wastewater Fund					17,149
G4378200	4117	PARAMETRIX INC	EXPERT SERVICES	22000741	115,599
G4378200	4117	US DEPARTMENT OF AGRICULTURE	EXPERT SERVICES	22100256	7,556
G4378200	4117	EUROFINS ENVIRONMENT TESTING AMERICA HOLDING	EXPERT SERVICES	22100262	7,151
G4378200	4117	PARAMETRIX INC	EXPERT SERVICES	22100332	47,379
G4378200	4911	ASCENDENT LLC	OUTSIDE SERVICES PROVIDED	22100420	2,795
Total Solid Waste Fund					180,479
R2013100	3501	OWEN EQUIPMENT COMPANY	SMALL TOOLS AND EQUIPMENT	22100765	1,337
Total Stormwater Fund					1,337
K4766800	6417	PAINTMASTER SERVICES INC	OTHER STRUCTURES/IMP > \$5000	22100695	1,820
Total Golf Course Fund					1,820
F2227000	2201	RINGOLD EMBROIDERY	UNIFORM/CLOTHING ALLOWANCE	22100981	1,110
F2227000	2201	RINGOLD EMBROIDERY	UNIFORM/CLOTHING ALLOWANCE	22100982	3,454
F2227000	2201	911 SUPPLY LLC	UNIFORM/CLOTHING ALLOWANCE	22100987	1,429
F2227000	2201	RINGOLD EMBROIDERY	UNIFORM/CLOTHING ALLOWANCE	22101066	6,995

Expenditure Org	Object	Vendor	Description	PO #	Amount
			Total Medical Services Fund		12,989
N1013200	6421	NW TEL LLC	FIBER OPTIC INFRASTRUCTURE	22100952	5,296
N1013200	6421	NW TEL LLC	FIBER OPTIC INFRASTRUCTURE	22101059	9,955
N1013200	6421	POCKETINET COMMUNICATIONS INC	FIBER OPTIC INFRASTRUCTURE	24692	631
			Total Broadband Fund		15,882
A5941810	6405		Sales Tax on Repl #3301		14,644
A5941810	6405		Change order on Repl#3219		13,522
A5941810	6405		Sales Tax on Repl #3301		15,675
A5941810	6405		Sales Tax on Repl #3292		19,001
A5941810	6405		Equipment for #5059		82,845
A5941810	6405		Equipment for #5060		310,134
A5941810	6405		Sales Tax on Repl #5042		14,787
A5941810	6405	STRIPING EQUIPMENT	VEHICLES/VEH EQUIPMENT >\$5000		200,000
A5941810	6405	DOBBS HEAVY DUTY HOLDINGS LLC	VEHICLES/VEH EQUIPMENT >\$5000	22100056	328,756
A5941810	6405	GRANDE FORD TRUCK SALES, INC	VEHICLES/VEH EQUIPMENT >\$5000	22100058	220,938
A5941810	6405	GRANDE FORD TRUCK SALES, INC	VEHICLES/VEH EQUIPMENT >\$5000	22100164	309,398
A5941810	6405	ALTEC INDUSTRIES INC	VEHICLES/VEH EQUIPMENT >\$5000	22100165	162,789
A5941810	6405	L&M TRUCK SALES INC	VEHICLES/VEH EQUIPMENT >\$5000	22100166	224,142
A5941810	6405	ALTEC INDUSTRIES INC	VEHICLES/VEH EQUIPMENT >\$5000	22100174	423,981
A5941810	6405	CORWIN OF PASCO LLC	VEHICLES/VEH EQUIPMENT >\$5000	22100195	313,168
A5941810	6405	GRANDE FORD TRUCK SALES, INC	VEHICLES/VEH EQUIPMENT >\$5000	22100196	250,814
A5941810	6405	HUGHES FIRE EQUIPMENT, INC	VEHICLES/VEH EQUIPMENT >\$5000	22100609	694,866
A5941810	6405	PROFESSIONAL SALES AND SERVICE LC	VEHICLES/VEH EQUIPMENT >\$5000	22100610	342,155
A5941810	6405	HUGHES FIRE EQUIPMENT, INC	VEHICLES/VEH EQUIPMENT >\$5000	22100977	270,213
			Total Equip Replacement Fund		4,211,826
			Total Encumbered/Miscellaneous Carryover		\$ 8,546,998

2022 Carryovers - CIP Capital Projects

Expenditure Org	Object	Vendor	Description	PO #	Amount
M1970000	5509		CIP - WF160003 CLUBHOUSE MODERIZATION		187,376
M1970000	5528		CIP - PR190003 CITY VIEW LAND ACQUISITION (DISTRICT 2)		500,000
			Total General Fund		687,376
D4970000	5502		CIP - MN170004 - ECON DEV ROAD PROJECTS - HENDERSON LOOP		4,899,154
D4970000	5502		CIP - MN170004 - ECON DEV ROAD PROJECTS - CLUBHOUSE LANE		165,768
D4970000	5502		CIP - MN190002 - ECON DEV ROAD PROJECTS - FIRST STREET		(390,637)
D4970000	5526		CIP - MN200004 - ECON DEV PROJECTS - AREA 1351 SEWER		391,910
			Total Industrial Development Fund		4,674,285
K9970000	5528		CIP - WF140012 WAYFINDING (UNDESIGNATED)		135,000
K9970000	5528		CIP - WF150015 COLUMBIA PT MARINA PARK (UNDESIGNATED)		90,000
K9970000	5528		CIP - PR190003 CITY VIEW LAND ACQUISITION (DISTRICT 2)		140,000
K9970000	5528		CIP - PR190002 CLAYBELL PARK PICKLBALL (UNDESIGNATED)		190,000
K9970000	5528		CIP - PR190002 CLAYBELL PARK PICKLBALL (DISTRICT 2)		120,000
			Total Park Reserve Fund		675,000
T2953010	6311		CIP - MN170004 - ECON DEV ROAD PROJECTS - HENDERSON LOOP		4,899,154
T2953010	6368		CIP - MN170004 - ECON DEV ROAD PROJECTS - CLUBHOUSE LANE		165,768
T2955010	6408		CIP - MN190002 - ECON DEV ROAD PROJECTS - FIRST STREET		(390,637)
T2953010	6369		CIP - TR130002 - CENTER PARKWAY - NORTH-GAGE TO TAPT		1,688,438
T2953010	6388		CIP - TR130011 - SOUTH GWW INTERSECTION IMPROVEMENTS		167,108
T2953010	6395		CIP - TR140017 - STEPTOE/TAPTEAL IMPROVEMENTS		20,933
T2953010	6322		CIP - TR140019 - CENTER PKY WEST LESLIE TO CLEARWATER CREEK		1,952,566
T2953010	6403		CIP - TR200005 - STEPTOE/GAGE INTERSECTION IMPROVEMENTS		406,847
T2953010	6403		CIP - WF200001 - DOWNTOWN CONNECTIVITY IMPROVEMENTS		104,000
T2953010	6318		CIP - TR160005 - SOUTH RICHLAND COLLECTOR STREETS		55,582
T2953010	6362		CIP - TR130003 PAVEMENT MANAGEMENT PROGRAM		162,666
T2953010	6367		CIP - TR180001 - VAN GIESEN/THAYER IMPROVEMENTS		28,479
T2953010	6367		CIP - TR190007 - VAN GIESEN/SR240 INTERSECT IMPROVE		87,700
T2955010	6302		CIP - TR130001 - DUPORTAIL BRIDGE		1,541,394
T2955010	6413		CIP - TR180008 - SR240 FLYOVER AT AARON DRIVE		682,673
T2956100	6403		CIP - WF200002 - GWWAY & NEWTON ST PEDESTRIAN XING		1,200
T2956100	6403		CIP - TR200004 - JADWIN AVE/CATSKILL ST PED XING		1,300
T2956100	6391		CIP - TR130004 - CDBG FUNDED CURBS AND WHEELCHAIR RAMPS		32,233
T2956200	6403		CIP - TR140020 - VANTAGE HIGHWAY PATHWAY PHASE 2		293,265
T2956400	6310		CIP - TR180002 - MCMURRAY RAPID FLASH BEACONS		77,249
T2956400	6310		CIP - TR130004 - CDBG FUNDED RAPID FLASH BEACONS		64,424

Expenditure Org	Object	Vendor	Description	PO #	Amount
T2956400	6319		CIP - TR190001 - TRAFFIC SIGNAL SYSTEM SAFETY UPGRADES		1,051,539
			Total Streets Capital Construction Fund		13,093,880
M3970000	5502		CIP - TR190001 TRAFFIC SYSTEM SAFETY UPGRADES		200,000
M3970000	5502		CIP - TR190004 - DUPORTAIL CORRIDOR INTERSECTION IMP		38,439
			Total Capital Improvements Fund		238,439
MG942210	6403		CIP - MN170003 - PUBLIC SAFETY FACILITY-FIRE STN 75		288,455
			Total Fire Station 75 Construction Fund		288,455
ML942210	6403		CIP - MN130005 - PUBLIC SAFETY FACILITY-FS 73 REPLACE		2,179
			Total Fire Station 73 Construction Fund		2,179
K5947610	6209		CIP - WF140011 HOWARD AMON PARK IMPROVEMENTS		1,050,436
K5947610	6312		CIP - PR170004 RIVERS TO RIDGES TRAIL		2,540,445
K5947610	6335		CIP - PR160005 CITYWIDE SAFETY & SECURITY		49,999
K5947610	6403		CIP - WF140012 WAYFINDING		454,901
K5947610	6403		CIP - PR130001 BADGER MT PARK		559,207
K5947610	6403		CIP - PR190002 CLAYBELL PARK PICKLEBALL		205,355
K5947610	6403		CIP - PR130005 WEST VILLAGE PARK		1,049,804
K5947610	6403		CIP - PR190003 CITY VIEW LAND ACQUISITION		550,000
K5947610	6403		CIP - PR190003 CITY VIEW LAND ACQUISITION		500,000
K5947610	6403		CIP - PR190003 CITY VIEW LAND ACQUISITION		140,000
K5947610	6403		CIP - WF150015 COLUMBIA PT MARINA PARK		896,506
K5947610	6403		CIP - WF140010 SHORELINE DEFERRED MAINTENACE		513,445
K5947610	6403		CIP - WF160002 LESLIE GROVES PARK		119,587
K5947610	6403		CIP - PR190001 HANFORD LEGACY PARK		100,000
K5947610	6403		CIP - WF140007 COLUMBIA PLAYFIELD IMPROVEMENTS		34,201
			Total Park Project Construction Fund		8,763,886
MH941820	6103		CIP - MN200005 - CITY HALL PARKING LOT ACQUISITION		225,000
MH941820	6403		CIP - MN200005 - CITY HALL PARKING LOT ACQUISITION		225,000
MH941820	6403		CIP - WF140003 - SWIFT CORRIDOR: CITY HALL REPLACEMT		2,413
			Total General Govt Construction Fund		452,413
W1943410	6403		CIP - WA130002 - DISTRIBUTION R&R		2,181,517
W1943410	6403		CIP - WA130003 - IRRIGATION CAP IMPROVEMENT		413,123
W1943410	6403		CIP - WA130007 - WATER TREATMENT EQUIPMENT UPGRADES		393,811
W1943410	6403		CIP - WA130008 - YAKIMA RIVER CROSSING PIPELINE REPL		303,168
W1943410	6403		CIP - WA150010 - CHIEF JOSEPH MIDDLE SCHOOL IRRIG		134,568
W1943410	6403		CIP - WA160001 - AUTOMATIC METER READING SYSTEM		5,607,994
W1943410	6403		CIP - WA160002 - COLUMBIA RIVER INTAKE SCREEN UPGRADE		2,065,663
W1943410	6403		CIP - WA160006 - ISLAND VIEW SUPPLY REDUNDANCY PROJECT		410,000
W1943410	6403		CIP - WA160010 - TAPTEAL PUMP STATION UPGRADE		254,083
			Total Water Fund		11,763,927
S1943510	6403		CIP - MN200004 - NORTH HR SEWER EXTENSION		391,910
S1943510	6403		CIP - WW130001 - COLLECTION SYSTEM RENEW & REPLACEME		1,987,462
S1943510	6403		CIP - WW130003 - INFLUENT UPGRADES		522,753
S1943510	6403		CIP - WW130006 - WASTEWATER TREATMENT FAC R&R		6,389,318
			Total Wastewater Fund		9,291,443
G1943710	6403		CIP - SW130002 - DISPOSAL CAPACITY IMPROVEMENTS		3,342,896
G1943710	6403		CIP - SW130003 - LANDFILL CLOSURE PHASE 2		3,916,702
G1943710	6403		CIP - SW160001 - SOLID WASTE FACILITY IMPROVEMENTS		21,749
G1943710	6403		CIP - SW190001 - COMPRESSED NAT GAS FUEL CONVERSIONS		125,000
			Total Solid Waste Fund		7,406,347
R1943110	6403		CIP - ST130001 - STORMWATER REHABILITATION & REPLACE		84,429
R1943110	6403		CIP - ST130006 - WATER QUALITY RETROFIT PROGRAM		881,471
R1943110	6403		CIP - ST170001 - COL PARK TRAIL EAST STORM		1,619,792
R1943110	6403		CIP - TR140016 - COL PARK TRAIL IMPROVE EAST		600,826
			Total Stormwater Fund		3,186,518
K4766800	6417		CIP - WF160003 CLUBHOUSE MODERIZATION		187,376
			Total Columbia Point GC Fund		187,376
			Total CIP/Capital Project Carryover		\$ 60,711,524

Expenditure Org	Object	Vendor	Description	PO #	Amount
2022 Carryovers - Non-CIP Grant-Funded					
Expenditure Org	Object	Vendor	G	PO #	Amount
L2212350	6403		ICAC Task Force Forensic Van		275,250
			Total Public Safety Sales Tax Fund Grant Carryover		275,250
D7587110	4995		O/O Rehab - program income		102,020
D7593200	4925		CDBG CV Admin - COVID Admin		18,401
D7587100	4925		Small Business Stabilization		75,433
D7593250	4925		CDBG-CV APPROVED PROJECTS		73,535
D7587110	4997		Unallocated Expenses		125,291
			Total CDGB Fund Grant Carryover		394,680
D8587110	4985		Program Income-Richland		270,881
D8587110	4986		Program Income-Kennewick		187,145
D8587110	4987		Program Income-Pasco		224,235
D8587110	4861		TBRA - Richland		53,073
D8587110	4862		TBRA - Kennewick		31,135
D8587110	4863		TBRA - Pasco		211,997
D8587110	4864		TBRA - Admin		14,676
D8587110	4865		MICRO HOME PROJECT		257,997
D8587110	4988		Entitlement-Richland		246,693
D8587110	4989		Entitlement-Kennewick		305,705
D8587110	4991		Entitlement-Pasco		343,006
D8587020	5200		Richland Unallocated Admin		169,948
D8587020	5202		Pasco Unallocated AD		12,333
D8587020	5203		Kennewick Unallocated AD		63,688
			HOME ARP APPROVED PROJECTS		2,035,707
			HOME ARP APPROVED Projects Admin		359,242
			Total HOME Fund Grant Carryover		4,787,461
			Total Grant Carryover		\$ 5,457,391
			2022 Encumbered/Miscellaneous Carryover		\$ 8,546,998
			2022 CIP/Capital Project Carryover		\$ 60,711,523
			2022 Grant Carryover		\$ 5,457,391
			Total 2022 Carryover		\$ 74,715,912

*Balances may not foot exactly due to rounding



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2022-18, Amending Richland Municipal Code Section 9.12.055 related to Illegal Dumping

Department:
City Attorney

Ordinance/Resolution Number:
2022-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2022-18, amending Richland Municipal Code Section 9.12.055 related to illegal dumping.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to clarify ambiguities. In 2021, the City repealed and recodified Title 15 related to Solid Waste. A housekeeping action is necessary to correct an inaccurate RMC cross-reference between the City's illegal dumping statute and Title 15 RMC. The City Prosecutor specifically requested that this correction be made to reinforce successful prosecution under RMC 9.12.055 in the future.

Staff recommends approval of Ordinance No. 2022-18 for second reading and passage.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 2022-18

ORDINANCE NO. 2022-18

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTION 9.12.055
RELATED TO ILLEGAL DUMPING.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to clarify ambiguities; and

WHEREAS, in 2021, the City repealed and recodified Title 15 related to Solid Waste; and

WHEREAS, a housekeeping action is necessary to correct an inaccurate RMC cross-reference between the City's illegal dumping statute and Title 15 RMC.

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

Section 1. Richland Municipal Code Section 9.12.055, entitled Illegal Dumping, a first enacted by Ordinance No. 22-13, and last amended by Ordinance No. 29-20, is hereby amended as follows:

9.12.055 Illegal dumping.

It is unlawful for any person to bury, burn, dump, collect, remove, or in any other manner dispose of or deposit refuse upon any street, alley, public place, or private property within the city other than as provided in ~~Chapter~~ Title 15-12 RMC; except that this section shall not be taken to prohibit maintenance of any compost heap upon private property in a manner not constituting a nuisance. Every person who is convicted of a violation of the provisions of this section shall be guilty of illegal dumping, a misdemeanor.

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

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

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: May 17, 2022
Second Reading: June 7, 2022
Date Published: June 12, 2022



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-75, Approving the Final Plat of Walnut Heights

Department:
Development Services

Ordinance/Resolution Number:
2022-75

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-75, authorizing execution and recording of the final plat of Walnut Heights.

Summary:

R3T Ventures, LLC is requesting final plat approval on the plat of Walnut Heights, which divides approximately 8.48 acres of land into twenty-four (24) lots. Proposed lot sizes range from 7,500 square feet to 82,764 square feet, with an average lot size of 13,012 square feet. The plat also includes one (1) tract which will be utilized for stormwater retention.

Access to the plat of Walnut Heights comes from Jolianna Drive, while lots within the subdivision are accessed from an interior loop road extending from Jolianna Drive.

All required infrastructure has been installed and approved as required by the Richland Hearing Examiner's decision.

Staff recommends adoption of Resolution No. 2022-75.

Fiscal Impact:

Final plat approval will foster the creation of 23 new lots available for residential construction. Construction on the new lots will increase the City's tax base by way of increasing the total assessed value, while also increasing demand for city services.

Attachments:

1. Resolution No. 2022-75
2. Vicinity Map

RESOLUTION NO. 2022-75

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
APPROVING THE FINAL PLAT OF WALNUT HEIGHTS SUBJECT
TO THE CONDITIONS OF APPROVAL IN RICHLAND HEARING
EXAMINER'S REPORT NO. S2021-101.**

WHEREAS, on March 8, 2021, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of the Walnut Heights subdivision as submitted by R3T Ventures, LLC; and

WHEREAS, on April 14, 2021, the Richland Hearing Examiner issued Report No. S2021-101 in which he granted conditional approval of the preliminary plat of Walnut Heights; and

WHEREAS, the public improvements required for the final plat of Walnut Heights, consisting of 23 lots and one (1) stormwater retention tract on 8.48 acres, have been constructed in accordance with the conditions of approval contained in Richland Hearing Examiner's Report No. S2021-101.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Walnut Heights, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the conditions of approval contained in Richland Hearing Examiner's Report No. S2021-101, attached hereto and incorporated herein as **Exhibit B**.

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 7th day of June, 2022.

Michael Alvarez, Mayor

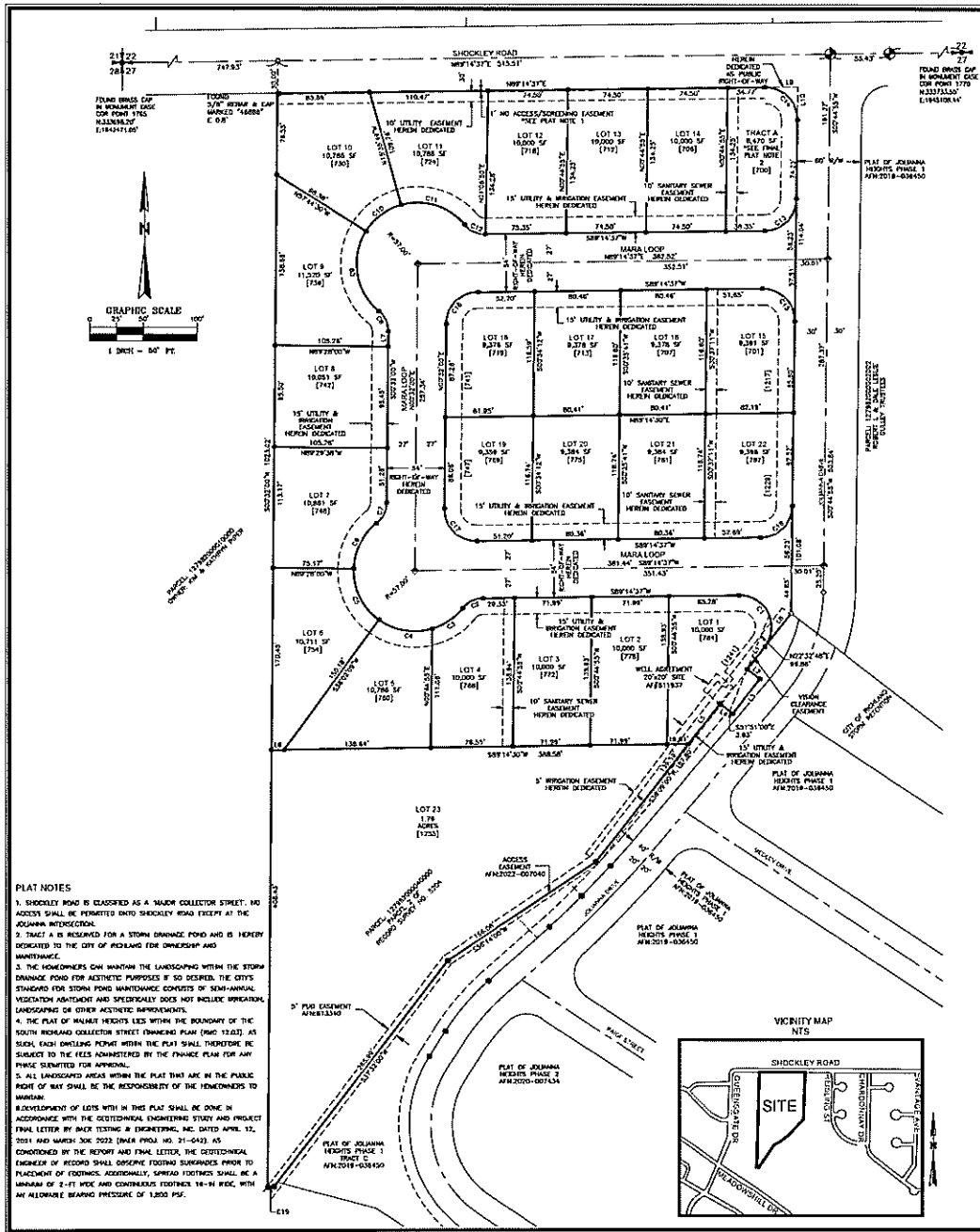
Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Exhibit A



DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SURVEY WHICH IS SOUTH 88°22'30" EAST 746.11 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 72°55'19" WEST 110.00 FEET TO THE WEST LINE OF SAID SURVEY 1000.00 FEET; THENCE NORTH 88°22'30" EAST 278.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET TO A POINT ON THE NORTH LINE OF SAID SURVEY; THENCE NORTH 88°22'30" WEST 144.11 FEET TO THE POINT OF BEGINNING.

AND EXCEPT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD PURPOSES UNDER AUTUMN'S FILE NO. 2015-031421.

HEREBY CERTIFY THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 27; THENCE NORTH 88°22'30" EAST 746.11 FEET TO THE WEST LINE OF SAID SURVEY 1000.00 FEET; THENCE SOUTH 72°55'19" WEST 110.00 FEET TO THE WEST LINE OF SAID SURVEY 1000.00 FEET; THENCE NORTH 88°22'30" EAST 278.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET TO A POINT ON THE NORTH LINE OF SAID SURVEY; THENCE NORTH 88°22'30" WEST 144.11 FEET TO THE POINT OF BEGINNING.

THENCE CONTAINING ALONG SAID LINE SOUTH 88°22'30" WEST 144.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET; THENCE NORTH 88°22'30" EAST 144.11 FEET TO THE POINT OF BEGINNING.

(ALSO SHOWN AS PARCEL 2 OF RECORD SURVEY NO. 5294 FILED ON JULY 27, 2018 UNDER AUTUMN'S FILE NO. 2018-025239)

IRRIGATION DISTRICT CERTIFICATE

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE RICHLAND IRRIGATION DISTRICT, AND THAT THE IRRIGATION DISTRICTS SHOWN ON THIS FINAL PLAT ARE ACCURATE TO SOME ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE LITTLERED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF MD 5417.010, AND THAT ALL ADJUSTMENTS HAVE BEEN MADE THROUGHOUT THE YEAR 2022.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2022. PARCEL NO. 1270500000000

BENTON COUNTY TREASURER

OWNERS CERTIFICATE

WE, WALNUT HEIGHTS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS SHOWN HEREON, AND THAT SAID SURVEY AND PLAT HAVE BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF MD 5417.010, AND THAT ALL ADJUSTMENTS HAVE BEEN MADE THROUGHOUT THE YEAR 2022.

WALNUT HEIGHTS LLC

TITLE

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
I, _____, DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2022, A.D., PERSONALLY APPEARED BEFORE ME _____, KNOWN TO ME TO BE THE _____ OF WALNUT HEIGHTS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, UNDER OATH THAT HE IS AUTHORIZED BY ALL MEMBERS OF SAID LLC TO EXECUTE THE FOREGOING TRACTS CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

RESIDING AT _____

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
I, _____, DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2022, A.D., PERSONALLY APPEARED BEFORE ME _____, KNOWN TO ME TO BE THE _____ OF WALNUT HEIGHTS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, UNDER OATH THAT HE IS AUTHORIZED BY ALL MEMBERS OF SAID LLC TO EXECUTE THE FOREGOING TRACTS CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED. IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

RESIDING AT _____

MY COMMISSION EXPIRES: _____

FINAL PLAT OF WALNUT HEIGHTS

PORTION OF THE N.W. 1/4 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

Line #	Length	Direction
L1	26.50	S38°09'00"W
L2	15.00	S51°51'00"E
L3	41.00	S38°09'00"W
L4	15.00	N15°51'00"W
L5	48.22	S38°09'00"W
L6	11.81	S89°14'30"W
L7	13.64	N00°32'00"E
L8	30.84	S38°09'00"W
L9	30.80	S89°14'30"W
L10	30.80	N00°34'50"E

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	67.50	30.00	128°54'23"	N26°18'11"W	54.13
C2	22.10	25.00	50°38'36"	S63°55'19"W	21.38
C3	34.73	57.00	34°54'48"	N56°03'25"E	34.20
C4	52.28	57.00	52°32'58"	S80°12'42"E	50.46
C5	55.72	57.00	56°00'47"	S25°55'49"E	53.53
C6	48.95	57.00	49°12'07"	S26°43'38"W	47.46
C7	22.14	25.00	50°44'42"	N25°54'21"E	21.43
C8	22.14	25.00	50°44'42"	N44°50'21"W	21.43
C9	82.07	57.00	82°29'50"	S65°47'47"E	75.16
C10	41.93	57.00	42°08'41"	S53°21'28"W	40.99
C11	65.12	57.00	63°27'24"	N72°50'20"W	61.63
C12	22.10	25.00	50°38'36"	S63°55'19"E	21.38
C13	46.34	30.00	88°29'42"	N44°59'46"E	41.87
C14	47.91	30.00	91°30'18"	N45°00'14"E	42.98
C15	47.91	30.00	91°30'18"	N45°00'14"E	42.98
C16	46.45	30.00	88°42'37"	S44°53'10"W	41.95
C17	47.80	30.00	89°17'23"	S45°08'41"E	42.90
C18	46.34	30.00	88°29'42"	N44°59'46"E	41.87

CITY OF RICHLAND CERTIFICATE

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

CITY ENGINEER, CITY OF RICHLAND

CITY MANAGER, CITY OF RICHLAND

CITY CLERK, CITY OF RICHLAND

SURVEYOR'S NOTES

- DATE OF SURVEY: JANUARY 10, 2023.
- BASE OF MEASUREMENT: (1) WASHINGTON STATE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASUREMENT: SURVEY FEET GRID DISTANCES. MULTIPLE GRID DISTANCES BY A COMPOUND SCALE FACTOR OF 1.000000 TO ADJUST GRID DISTANCES. REFERENCE SURVEY AND LOT AREAS ARE GRID DISTANCES. MULTIPLE GRID DISTANCES BY A COMPOUND SCALE FACTOR OF 1.000000 TO ADJUST GRID DISTANCES.
- COMPOUND/COMPOUND DISTANCES: SURVEY GRID DISTANCES, BY METHOD, LINEAR DISTANCES MEET OR EXCEED STANDARDS CONTAINED IN MD 3-130-080.
- FOUND 5/8" STRAIN CAP #66867, UNLESS OTHERWISE NOTED.
- FOUND 5/8" STRAIN CAP #66867, UNLESS OTHERWISE NOTED.
- FOUND 5/8" STRAIN CAP #66867, UNLESS OTHERWISE NOTED.
- REFERENCE SURVEY: RECORD OF SURVEY NO. 3204, AUTUMN'S FILE NO. 2018-025239.
- CONTIGUOUS: 1" CONTIGUOUS DEVIATED FROM SURVEY WITH AN ACCURACY OF 1/1000 THE CORRESPONDING DISTANCE.
- VERTICAL DATA: HADSON CITY OF RICHLAND DATA.
- THE PURPOSE OF THIS SURVEY IS TO PROVIDE AS-BUILT DATA FOR RECORD DRAIVING PURPOSES.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2022, AT _____, WASHINGTON. I, _____, DO HEREBY CERTIFY THAT THE PLAT OF WALNUT HEIGHTS IS ACCURATE TO SOME ALL LOTS SHOWN HEREON AND THAT ALL ADJUSTMENTS HAVE BEEN MADE THROUGHOUT THE YEAR 2022.

BENTON COUNTY AUDITOR

FILE NUMBER

SURVEYOR'S CERTIFICATION
I, JAMES L. GARDNER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT OF WALNUT HEIGHTS, AS SHOWN HEREON, IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COORDINATES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS SHOWN AS SHOWN ON THE PLAT.



DERMIT SURVEYING INC.
2215 Robertson Drive
Richland, Washington 99354
OFFICE: 509.275.4129
FAX: 509.771.2997

PROJECT NO. 20006
DRAWN BY: JAG
CHECKED BY: AGC
SCALE: 1" = 50'
DATE: 04/26/2023
SHEET 1 OF 1

R3T VENTURES LLC
FINAL PLAT AT SHOOLEY ROAD FOR WALNUT HEIGHTS



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

**FINDINGS, CONCLUSIONS AND
DECISION APPROVING
PRELIMINARY PLAT OF WALNUT HEIGHTS**

FILE NUMBER: S2021-101

APPLICANT/OWNER: R3T VENTURES, LLC

APPLICATION: TO SUBDIVIDE 8.48-ACRES INTO 23 SINGLE FAMILY RESIDENTIAL LOTS AND ONE STORMWATER RETENTION SITE, WITH ASSOCIATED INFRASTRUCTURE IMPROVEMENTS, REQUIREMENTS TO PAY APPLICABLE IMPACT FEES, AND OTHER CONDITIONS REQUIRED BY CITY DEVELOPMENT REGULATIONS

LOCATION: 771 SHOCKLEY ROAD, A TRAPEZOID SHAPED SITE LOCATED SOUTH OF SHOCKLEY ROAD AND WEST OF JOLIANNA DRIVE, ANNEXED INTO THE CITY OF RICHLAND ON JANUARY 5, 2021. THE SITE IS IN THE SOUTH RICHLAND AREA, RUNNING NORTH TOWARDS SHOCKLEY ROAD FROM THE NEW SINGLE FAMILY SUBDIVISION OF JOLIANNA HEIGHTS.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL No. 127982000004000

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER DECISION

SUMMARY OF DECISION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF DECISION: APRIL 14, 2021

I. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “Walnut Heights” Preliminary Plat, File No. S2021-101, dated March 8, 2021 (27 pages);

1. Application materials;
2. Public Notices and materials confirming same;
3. SEPA Environmental Checklist and Determination of Non-Significance issued for the proposal; and
4. Written comments submitted by agencies and members of the public;

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. Rob Duncan, one of the owners/applicants, explained that the proposal is for a single project with no phasing; and
3. Tyler Duncan, for the owner/applicant.

II. APPLICABLE LAW.

This application for preliminary plat approval was filed and vested under City of Richland development regulations in effect in January of 2021. Amendments to the city’s plat review process included in Ordinance No. 51-19 took effect on, and apply to applications filed after, November 11, 2019. (*Ord. No. 51-19, Sec. 11, and publication date noted on page 9, explaining effective date as the day following publication, which occurred on Nov. 10, 2019*). While the final decision-maker in the process changed, the substantive approval criteria remain unchanged. So, under applicable provisions of the Richland Municipal Code (RMC), this preliminary plat¹ 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 final written Decision. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1). The Staff Report includes some erroneous language referencing the old process, where the Examiner only made a recommendation to the City Council on preliminary plats. That is no longer the case and should be disregarded.

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

¹ In this Decision 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 Decision, they do not.

determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a decision of approval or disapproval. The same provision of the city's code (RMC 24.12.050(A)) provides that any approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

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

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

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

A. The preliminary plat conforms to the requirements of this title;

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

² "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).

B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC.

C. The development application is beneficial to the public health, safety and welfare and is in the public interest.

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by a preponderance of evidence. *RMC 19.60.060 and Hearing Examiner Rules of Procedure, Sec. 3.08.* 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.

The hearing examiner's decision regarding this preliminary plat application shall be final, subject to judicial appeal in the time and manner as provided in RMC 19.70.060 and Ch. 36.70C RCW (*The city's final decision on land use application may be appealed by a party of record with standing to file a land use petition in Benton County Superior Court. Such petition must be filed within 21 days of issuance of the decision*). See RMC 24.12.050(B).

III. ISSUE PRESENTED.

Whether a preponderance of evidence demonstrates that the applicant has met its burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes, subject to conditions.

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Decision approving the Walnut Heights Preliminary Plat, as set forth below.

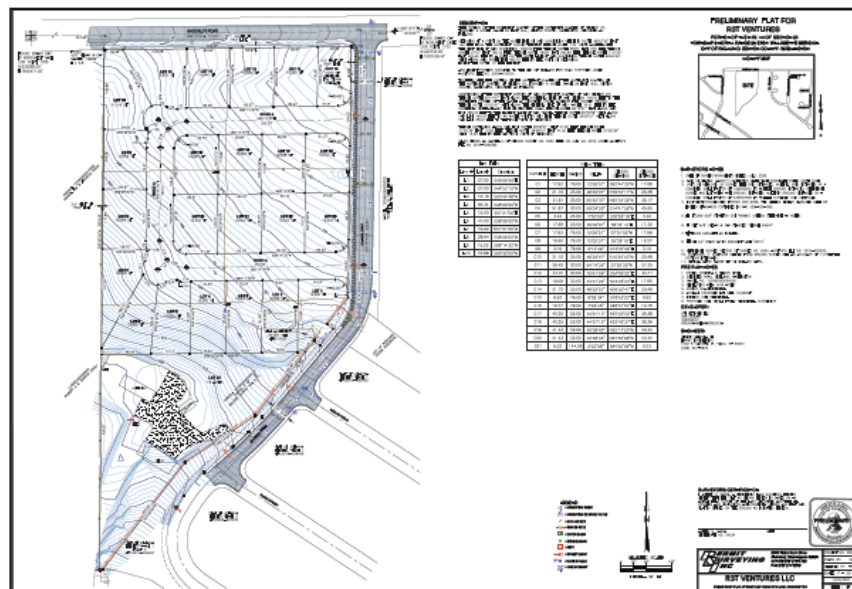
IV. FINDINGS of FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such.

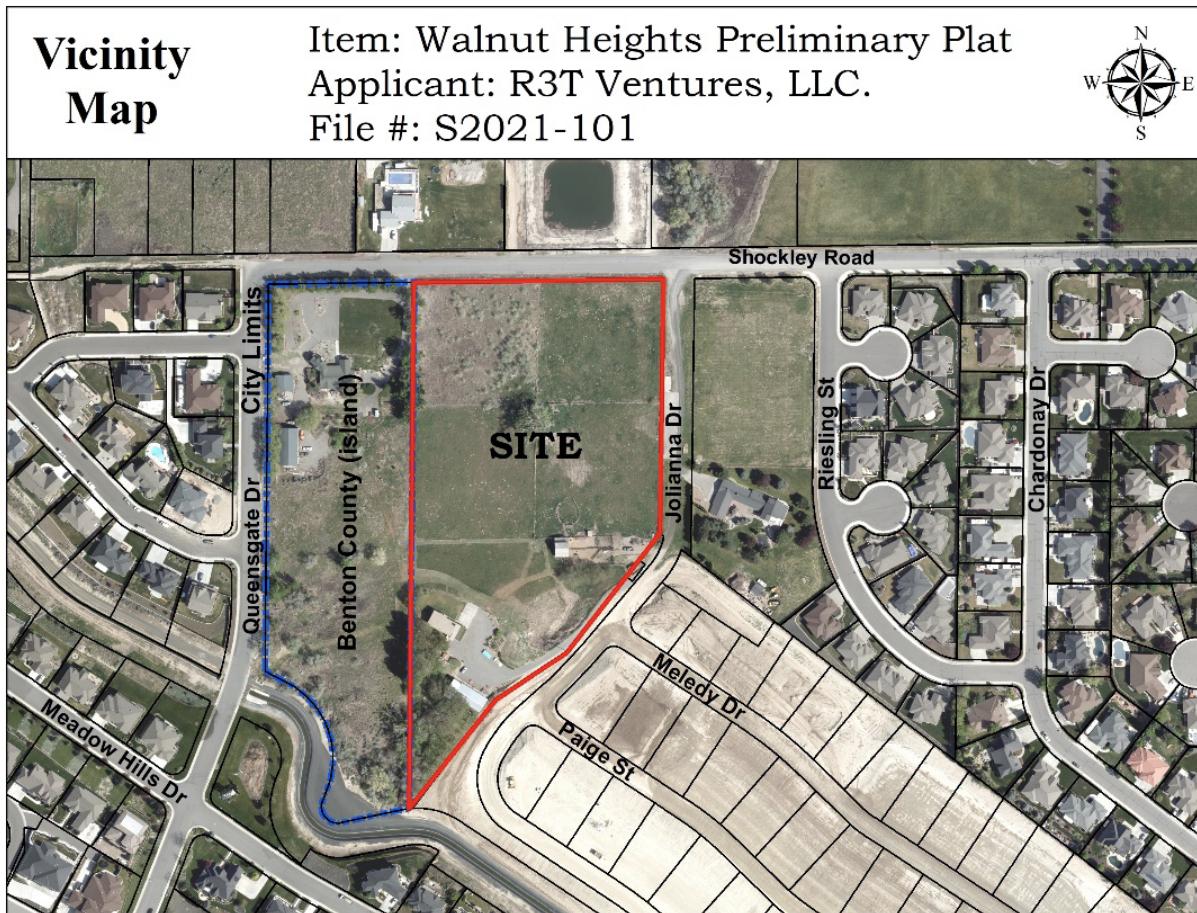
2. The Examiner has visited the road network and vicinity of the proposed plat on multiple occasions over the past few years in connection with other applications, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.
3. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Project Description.

4. The applicant, R3T Ventures LLC, is the owner of the 8.48-acre parcel that is subject to this pending preliminary plat application submitted on or about January 14, 2021. (*Ex. 1, Preliminary Plat Application materials; Staff Report, page 6*). Staff deemed the application materials complete for purposes of vesting on or about January 29, 2021, when they issued the first of several notices informing the public of the pending application and public hearing. (*Staff Report, page 6; Ex. 2, public hearing notices and confirmation materials*).
5. The proposed subdivision would divide the 8.48-acre site into 24 total lots, with 23 single family residential lots and one stormwater retention site (Lot 15), to be known as the Walnut Heights Preliminary Plat. The proposed plat will be served by City utilities, includes a new public street that will form a loop inside the new plat and provide two access points to/from Jolianna Drive, and comply with city development regulations mandating curbs, gutter and sidewalks on public rights-of-way. A copy of the proposed plat is provided below. (*Staff Report; Exhibit 1, application materials, particularly page 30 of 104 pages on .pdf file of project materials shared with the Examiner, Preliminary Plat illustration, sheet 1 of 1*).



6. A copy of the vicinity map provided in the Staff Report is republished below.



7. The Staff Report explains that the entire project site has been zoned R-1-10, which is consistent with the low-density residential development designation assigned in the City's Comprehensive Plan. Thus, the plat could be developed with up to average allowable residential density of up to 5 units per acre, though this application only proposes a net residential density of 3.35 dwelling units/acre. There will be 22 new residential lots; one much larger residential lot that will encompass the existing house, small vineyard, and other outbuildings on the lower triangle-shaped portion of the parcel; and one lot in the lowest part of the site on the northeast corner reserved for stormwater retention purposes, for a total of 24 lots.

8. Proposed lot sizes range from 7,500 square feet to 82,764 square feet; with an average lot size of 13,012 square feet. Access to the new plat would come from two connections with Jolianna Drive, with lots in the plat served by driveways connecting to the new interior loop road shaped like an extended horseshoe from Jolianna Drive. (*Staff Report, pages 2 and 11; Ex. 1, application materials, Preliminary Plat illustration above*).
9. The dimensional standards (setbacks and the like) for the proposed plat are summarized on page 5 of the Staff Report.

SEPA Compliance.

10. *Exhibit 3* includes the Environmental Checklist submitted by the applicant for project and the City's Determination of Non-Significance (DNS) issued on February 22, 2021. Several agencies and interested parties submitted written comments regarding the application, all of which were considered and addressed by Staff, but no one questioned or challenged the SEPA DNS issued for this project. (*Staff Report, page ; Agency comments, included as part of Ex. 4*). No one appealed the SEPA threshold determination issued for the project. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements, and stands unchallenged for purposes of this Decision.
11. Environmental information in the record confirms that the proposed new subdivision site is not located within nor does it contain any critical areas as defined by the city's critical areas regulations found in RMC Ch. 22.10.
12. The Staff Report appropriately explains that RMC 19.60.095(D) requires that new development proposals such as this shall not lower the level of service standard for transportation facilities below a level of service "D". (Staff Report, page 12). So, while the proposed project would add 22 new single family lots that will have direct access onto roadways proposed in the plat and in the vicinity, the Walnut Heights site is subject to RMC 12.03, the City's traffic impact fee program. Since this property is included within the traffic impact fee program it is exempt from the SEPA-related traffic study requirement (TIA). (*id.*).

Cultural Resource Considerations.

13. After receiving public notice regarding the pending application, the City received two comments expressing concerns about the potential for archaeological or cultural resources that could be uncovered on the property. (*See Ex. 4, written comment letter from Washington Dept. of Archaeological and Historic Preservation (DAHP), and email comment from the Yakama Nation*).
14. Corrine Camuso, the Cultural Resources Program Archaeologist for the Yakama Nation wrote: "The project is located within the traditional use area of the Yakama and is an area

considered to have a high probability for encountering cultural resources being near Yakama Traditional Cultural Properties and other culturally sensitive sites. We recommend a cultural resources survey. Please ensure a copy of the report is sent to our program for review/comment.” (*Email comment from Ms. Camuso to Mr. Stevens dated Feb. 10, 2021, included as part of Ex. 4).*

15. State Archaeologist Sydney Hanson wrote: “While our statewide predictive model indicates that there is a moderate-to-low probability of encountering cultural resources within the proposed project area, the project is located at the foot of Badger Mountain, an area of significance to several Tribes. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted prior to ground disturbing activities. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.” (*DAHP comment letter from Ms. Hanson to Mr. Stevens dated Feb. 10, 2021, included as part of Ex. 4).*
16. Given these comments, Staff recommended a condition of approval requiring a cultural resources survey of the project site before any ground disturbance work can occur. The Examiner has modified such condition, based on evidence in the record, to include additional language granting the Planning Manager authority to include additional conditions based on the results and recommendations made in the cultural resources survey report, from DAHP officials, or affected Tribes.

Public Hearing; notable issues.

17. The open-record public hearing for the application occurred on March 8, 2021, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff and Applicant representatives appeared at the hearing, with no one from the general public asking to speak. No one opposed this application in writing or during the public hearing. The Examiner is familiar with the site conditions and those of the surrounding area, having visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat.
18. The Examiner takes official notice of his previous subdivision application Recommendation of Approval made to the City Council for the neighboring Jolianna Heights preliminary plat, issued in December of 2016, under File No. S2016-102. That hearing record included relevant information about the surrounding street network, Shockley Road, and Jolianna Drive, that will serve this new Walnut Heights plat. The prior owner of the applicant's property, Ben Zinsly, appeared during that hearing, and expressed his interest in seeing his property annexed into the city, which occurred in January of this year. The Jolianna Heights' applicant expressed concerns with new road connection requirements that could prove beneficial to other undeveloped parcels, like Mr. Zinsly's property (now the Walnut Heights' applicant's property), so he was fully advised on his opportunity to pursue a latecomer

agreement to share costs of public infrastructure (like a new street) that could benefit other soon-to-be-developed properties³. *(See Findings, Conclusions and Recommendation to Approve “Jolianna Heights” Preliminary Plat, File No. S2016-102, on Page 8).*

19. To date, this record offers no information on whether such “latecomer” options were pursued, or if any latecomer agreement obligations apply to the applicant in this Walnut Heights application. If any latecomer agreement has been or is subsequently created that attaches to the applicant’s property, then the terms of such agreement and financial obligations shall apply. And, this applicant is well within its right to explore its own latecomer options, though there do not appear to be many, if any, public street system requirements associated with this project that might benefit other property owners.
20. As noted above, City staff and two applicant representatives were the only people who appeared and presented testimony under oath at the duly noticed open record public hearing held on March 8, 2021. Given the ongoing limits placed on public gatherings due to the Covid-19 health emergency, the Examiner conducted the public hearing via online communication means, coordinated by city staff, which included video images of most participants and several exhibits.
21. At the hearing, Mr. Stevens summarized his Staff Report and recommendation of approval for the proposed plat.
22. On behalf of the applicant, Rob Duncan, explained that this project will be developed at the same time, without any phasing, as implied in several recommended conditions of approval.
23. Tyler Duncan asked a question to clarify how an easement might be included on the face of the plat. Neither of the applicant representatives challenged any of the recommended conditions of approval or the analysis included in the Staff Report.
24. Given the comments received about possible cultural resources that could be uncovered during project development, Staff proposed a condition of approval, number 58, which reads as follows: “Based on known cultural resources on or near the work site, an archaeological survey of the project area shall be conducted prior to ground disturbing activities. All results shall be shared with the Washington State Department of Archaeology & Historic Preservation and Yakama Indian Nation.” This is insufficient to satisfy the compelling concerns raised by the Yakama and DAHP archaeologists.
25. To properly address concerns raised by the Yakama Nation and DAHP, Condition 58 has been amended to require that a professional archaeological survey of the project area must be conducted and a report discussing any findings must be submitted to the City for its review and approval prior to ground disturbing activities on the Walnut Heights project site. Further, before undertaking any ground disturbance activities on the project site, the

³ RMC 12.09.010, addressing “Latecomer Agreements” for street improvements, reads as follows: *Any developer using private funds to construct street system improvements within the corporate boundary of the city 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 street 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.*

applicant must submit written confirmation of consultation(s) it has undertaken with local Tribes' cultural committees and staff regarding cultural resource issues. The Planning Manager shall have authority to impose additional conditions that are consistent with those recommended based on the archaeological survey of the project area and/or consultation with local Tribe(s).

26. Evidence in the record supports the revised condition 58, and the condition is consistent with requirements for similar projects that also have the high potential for uncovering archaeological or cultural resources during ground disturbing activities. Rather than being more onerous for the applicant, the results of a site-specific archaeological survey of the project area could find that there are no resources on site that would necessitate on-site monitoring, or that monitoring should be limited to only a certain portion of the property. In any event, and without pre-judging the results of the survey, it should be and is required as a condition of approval in order to prevent the destruction of any archaeological resources and to avoid potentially costly construction delays for the applicant that could result from an inadvertent discovery of cultural resources on the property.
27. Except as noted above, no one offered evidence of the sort that would serve as a basis to deny or add additional conditions to this project.

How the application, with conditions, satisfies applicable city codes and policies.

28. With 24 lots proposed on an 8.48-acre site, the Staff Report explains that the application is within the density limits for the site, which is designated for low-density residential development in the Comprehensive Plan (average of 0-5 units per acre) and located in the City's R-1-10 Low Density Residential zone. The net residential density for the Walnut Heights plat would be 3.35 dwelling units per acre. (*Staff Report, pages 2, 3, 4*).
29. The Staff Report explains that City utility services, like potable water, sanitary sewer, and electricity, are readily accessible and available to serve the proposed new plat. (*Staff Report, pages 6, 7*).
30. RCW 58.17.110(2) expressly mandates that a city "shall approve" a proposed subdivision that makes appropriate provisions for various factors, all addressed in the city's approval criteria set forth in RMC 24.12.053. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, makes appropriate provisions 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.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

31. RMC 24.04.020 explains that the purpose of the City’s platting and subdivision codes is “*in furtherance of the comprehensive plan of the city*” and that such regulations contained in the city’s platting and subdivision codes “*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.*” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings*).
32. The applicant’s proposed plat design, as modified by conditions of approval, merits approval.

Proposed plat will provide public benefits

33. The applicant’s submittals and the Staff Report establish 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, open space, an attractive street system to serve the new plat, payment of impact fees to generate funds for large capital projects in the vicinity, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.
34. Except as modified in this Decision (particularly passages in the Staff Report referencing the previous preliminary plat review process where the Examiner’s product is only a recommendation and not a final decision), all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.⁴

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

⁴ For purposes of brevity, only certain Findings from the Department’s Recommendation are highlighted for discussion in this Decision, 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.

35. 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, including without limitation the Analysis provided on pages 6-11, and proposed findings on pages 11-12.*
 - B. Open Spaces: *See Staff Report, page 9, discussion in item H below, and conditions of approval requiring payment of Park Impact Fees.*
 - 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. The new plat must be designed to provide on-site stormwater management and detention. Consistent with City development standards, the plat will be connected to the City's sanitary sewer system, which the applicant must extend into the project. See Staff Report, page 9; Storm Water conditions of approval 35-45; Sanitary Sewer conditions 31-33.*
 - 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, subject to compliance with specific conditions of approval, can be consistent with all applicable city standards for city roads, streets, driveways, access, circulation, payment of impact fees, transportation concurrency and the like. Staff Report, proposed findings regarding transportation issues; Conditions of approval 15-24.*
 - 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, which provides service along Keane Road, about a quarter mile from the entry point to the new plat. Staff Report, page 9.*
 - F. Potable water supplies: *The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide domestic water service to the new plat, with extensions into the new plat used to provide service. (Staff Report, page 9).*
 - G. Sanitary systems: *The City's sewer system has capacity and adjacent infrastructure capable of serving the proposed plat and will do so. Extension of the sewer main from adjacent properties will be required. Staff Report, at page 9; Sanitary Sewer conditions 31-33.*
 - H. Parks and recreation, playgrounds, schools: *The Staff Report explains that there are several city parks and other recreational opportunities within about one mile of the project site, and that park impact fees will be imposed and collected when each building*

permit for a new home is issued. See Staff Report, page 9. The plat is located in the Richland School District. The School District did not provide any comments after receiving city notice regarding the project. Staff Report, page 9.

- I. Planning features to assure safe walking conditions for students: *See proposed internal street design and sidewalks proposed for the plat. Conditions of approval require new sidewalks through most of the new plat.*

25. 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.

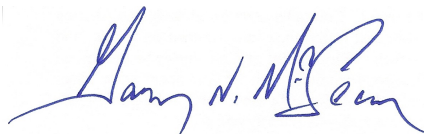
V. CONCLUSIONS of LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The conditions of approval imposed as part of this Decision are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. DECISION.

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 previous site visits to the area, **the undersigned Examiner APPROVES the "Walnut Heights" Preliminary Plat** application, subject to the following Conditions of Approval.

Decision issued: April 14, 2021.



Gary N. McLean
Hearing Examiner for the City of Richland

**CONDITIONS OF APPROVAL
FOR THE
PRELIMINARY PLAT OF WALNUT HEIGHTS
FILE NO. S2021-101**

General Conditions:

- A. Development of the plat shall be substantially consistent with drawings provided in the Preliminary Plat Survey map included as part of the application materials, subject to modifications necessary to comply with these conditions of approval.
- B. Preliminary Plat approval shall be null and void if any condition enumerated herein is not satisfied.
- C. No construction or site development activities related to the plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
- D. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and/or amended by the City.
- E. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits, licenses, or approvals shall be considered conditions for this project.
- F. The final engineering plans and submittals necessary to obtain final approvals for each phase of the plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
- G. The preliminary plat shall comply with all applicable provisions of the Richland Municipal Code, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report or in this Decision. The burden is on the applicant to show compliance with applicable provisions of the City's code and these conditions at every stage of development.
- H. Because the applicant confirmed that the Walnut Heights plat will not be developed in phases (Testimony of Rob Duncan), all language addressing potential phases for this preliminary plat are moot and of no effect, whether specifically noted as such or not in any proposed condition of approval adopted as final conditions herein, as set forth below.

Public Works:

- 1. [Eliminated, as Applicant confirmed that project will not be developed in phases. *Testimony of Rob Duncan*].

2. All final, approved 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. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public 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 record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. 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.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and their 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. 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.
6. 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.
7. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. 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.
10. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
11. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

11.2 Public improvement design shall follow the following general format:

- a. *[now included as preface above, to items listed under Condition 11.2].*
- b. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines, 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.
- c. Water lines shall be aligned on the south and east side of street centerlines.
- d. Sanitary sewer shall be aligned on the north and west side of street centerlines.
- e. Storm sewer shall be aligned on the south and east side of street centerlines.
- f. 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.
- g. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- h. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- i. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
- j. All utilities shall be extended to the adjacent property (properties) at the time of construction.
- k. 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. 12% can be allowed for local streets for short distances.
- l. The minimum centerline radius for local streets shall be 100-feet.
- m. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
- n. 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.
- o. A detailed grading plan shall be included in the submitted plan set.
- p. 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.

q. 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.

r. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.

s. All 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.

t. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).

u. 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.

v. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.

w. 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.

12. *[Moot, because the applicant confirmed that the project will not be developed in phases. Testimony of Rob Duncan]*. 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.

13. 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. SEVAs 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.

Survey Monument Destruction:

14. A. 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)).

B. 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.

C. 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:

15. The Walnut Heights is subject to RMC 12.03, the City’s traffic impact fee program. Since this property is included within the traffic impact fee program it is exempt from the SEPA-related traffic study requirement (TIA).

16. The two bends in Road A need to be designed per city standard ST-16. As proposed they do not meet this minimum standard.

17. The Shockley Road frontage shall be completed per Richland Municipal Code and per City standards at the time of project construction, or during phase 1 construction if the project is phased. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. A ten-foot public utility easement along the Shockley Road frontage shall be provided on the face of the final plat.

18. A note will be shown on the face of the final plat stating that Shockley Road is classified as an “Major Collector street”. Subsequently, no driveways accessing single family lots will be allowed onto it.

19. 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, HOA tracts, etc.). In addition, the developer shall install a City standard sidewalk from the driveway to lot 24 down Jolianna Drive to the existing sidewalk.

20. The developer and his engineer shall demonstrate on the construction plans that all future driveways, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide at least 5-feet of separation between driveway and/or pedestrian ramp transitions.

21. Pedestrian ramps shall be designed to current City standard details and A.D.A. standards. 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 standards. Crosswalks at stop-controlled intersections shall have crossslopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.

22. 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.

23. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.

24. 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 turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

25. The proposed preliminary plat is located within the Tapteal 2 water pressure zone. There is a Tapteal 2 watermain located in Jolianna Drive. It shall be the responsibility of the developer to extend a watermain to and through this property to serve domestic water at the time of construction. This water main shall be sized to adequately supply domestic water and fire flows to the proposed development. The water main shall make a separate connection to the existing main in Jolianna Drive at both the north and south intersections with Road A.

26. 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.

27. The fire hydrant layout shall be approved by the City Fire Marshal.

28. The developer shall provide a water service stub to all lots, including lot 24.

29. Richland Municipal Code Chapter 18.10 requires connection to available public water supplies and the discontinuance of private water systems. The developer shall affect compliance with this code as it relates to the existing private well and the properties served by it. This well can continue to be used for irrigation purposes but not for domestic uses.

30. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. Irrigation service stubs shall be provided to all lots, including lot 24 and the proposed stormwater pond site. 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.

Sanitary Sewer:

31. The closest sanitary sewer available for this development is located in Shockley Road. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.

32. 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.

33. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat. Lot 24 shall have a sewer service extended to it.

Ground Water:

34. A master grading plan completed by a licensed engineer shall be submitted along with the first submission of construction plans. The grading plan and accompanying geotech report shall make provisions for the existing neighboring land owners and address any impacts that the proposed grading and/or groundwater impacts will have on them. It shall also include a means for managing groundwater or subsurface springs if any are encountered during grading or construction.

Storm Water:

35. 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. The Developer shall be responsible for compliance with the permit conditions. 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. 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.

36. All public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.

37. Storm drainage piping shall be installed in accordance with the City of Richland's Comprehensive Stormwater Management Plan. A portion of the 18-inch "Shockley Storm Mainline Conveyance" pipe shall be installed in Shockley Road (as identified in the Comp. Plan). This pipe currently ends approx. 270-feet to the east of this property. It shall be the responsibility of the developer of this project to extend this storm main to and across the frontage of this property. This storm main may be used by the developer to discharge flows in excess of those required to be managed on-site by the RMC and Public Works design standards.

38. If any existing storm drainage or ground water seepage drains onto the proposed site, said 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.

39. 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”).

40. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.

41. 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 72 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 percolate within 72 hours.

42. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.

43. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city’s needs for maintenance.

44. The developer should consider the long-term appearance of the storm basin since it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. The developer shall propose a landscaping plan for the stormwater infiltration pond for City consideration. Landscaping requiring more maintenance effort than the City standard described above shall be provided by the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City’s intended maintenance standard as described above.

45. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting / Project Acceptance Requirements:

46. 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.

47. 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 or right-of-ways 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.
48. 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.
49. 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.
50. 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.
51. The final plat shall include notes identifying all common areas and tracts and acknowledging the ownership and maintenance responsibility by the homeowners.
52. Street signs indicating any restricted parking areas shall be installed prior to final platting at the developer’s expense. The restricted parking areas shall be indicated on the final plats.
53. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
54. A one-foot “No access / screening easement” will be required along the Shockley Road right-of-way.
55. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
56. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
57. Any restricted parking areas shall be indicated on the final plats.

Planning Conditions.

58A. Revised by the Hearing Examiner based on DAHP and Yakama Nation comments: A professional archaeological survey of the project area must be conducted and a report discussing any findings must be submitted to the City’s Planning Manager for review and approval prior to ground disturbing activities on the Walnut Heights project site. The applicant must share the survey report with Washington State Department of Archaeology & Historic Preservation and the Yakama Nation offices that provided written comments included in the record as part of Ex. 4. Further, before undertaking any ground disturbance activities on the project site, the applicant must submit written confirmation of consultation(s) it has undertaken with local Tribes’ cultural committees and staff regarding cultural resource issues. The Planning Manager shall have authority to impose additional conditions that are consistent with those recommended in the archaeological survey report for the project area and/or consultation(s) with local Tribe(s). The applicant must ensure that the DAHP Project Number (2021-02-00786) for the Walnut Heights Subdivision Project is shared with any hired cultural resource consultants and is attached to any communications or submitted reports.

58B. If the archaeological survey report required by condition 58A above recommends that an archaeological monitor should be present for all ground disturbing activities, then consistent with guidance provided by the State's Department of Archaeology & Historic Preservation, the monitor must be a professional archaeologist who meets the Secretary of the Interior's standards for prehistoric archaeology. Any monitoring requirement that may be imposed by the Planning Manager can be satisfied if the applicant uses the services of a qualified monitor from the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR") to provide on-site observation of ground-disturbing work associated with this project and document any archaeological resources observed during such monitoring.

Irrigation Conditions, requested by KID.

59. The plat shall include the following irrigation easements consistent with KID requirements:

- a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
- b. 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."

60. The application 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.
- 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.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.

61. 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 2 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.

62. 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 City 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.

63. 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.

64. 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."

65. 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.

66. 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.

67. 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. 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 of \$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.

68. 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.

69. 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, then an election method is required (contact KID for pertinent

documentation).

70. 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.

71. 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 received by KID a minimum of two weeks prior to a regularly scheduled Board Meeting in order to be considered at that meeting.

72. 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 Richland's plan review timelines.

73. 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.

74. 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.

75. *[Moot, as the SEPA review, comment, and appeal periods for the DNS issued for this project have expired]*. KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).

NOTE – In the event of a need for clarification regarding the application or interpretation of any term or condition of approval set forth above, either the applicant or the city can invoke the jurisdiction of the Hearing Examiner to issue a written clarification of a particular term or condition, through a written request detailing the matter, and the basis for such request. Such request shall be made as a Request for Reconsideration, submitted within seven (7) calendar days of the date this Decision is issued.

Notice of Rights to Request Reconsideration or Appeal This Decision

Reconsideration –

Sec. 2.22(a) of the Richland Hearing Examiner Rules of Procedure reads as follows:

(a) The Hearing Examiner may reconsider a decision or recommendation on an application, if it is filed in writing within 7 calendar days of the date of issuance. Only parties of record have standing to seek reconsideration. Any request for reconsideration shall be served on all parties of record and to any party's designated representative or legal counsel on the same day as the request is delivered to the Hearing Examiner. The Examiner will seek to accept or reject any request for reconsideration within 3 business days of receipt. If the Examiner decides to reconsider a decision, the appeal period will be tolled (placed on hold) until the reconsideration process is complete and a new decision is issued. If the Examiner decides to reconsider a recommendation made to the City Council, the transmittal to the City Council shall be withheld until the reconsideration process is complete and a new recommendation is issued. If the Examiner decides to reconsider a decision or recommendation, all parties of record shall be notified. The Examiner shall set a schedule for other parties to respond in writing to the reconsideration request and shall issue a decision no later than 10 business days following the submittal of written responses. A new appeal period shall run from the date of the Hearing Examiner's Order on Reconsideration.

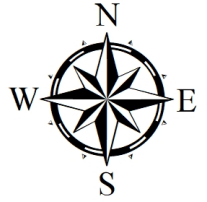
Appeal –

The hearing examiner's decision regarding this preliminary plat application shall be final, subject to judicial appeal in the time and manner as provided in RMC 19.70.060 and Ch. 36.70C RCW (*The city's final decision on land use application may be appealed by a party of record with standing to file a land use petition in Benton County Superior Court. Such petition must be filed within 21 days of issuance of the decision*). See RMC 24.12.050(B).

NOTE: The Notice provided on this page is only a short summary, and is not a complete explanation of fees, deadlines, and other filing requirements applicable reconsideration or appeals. Individuals should confer with advisors of their choosing and review all relevant codes, including without limitation the city code provisions referenced above and the Land Use Petition Act (Chapter 36.70C RCW) for additional information and details that may apply.

Vicinity Map

Item: Walnut Heights Preliminary Plat
Applicant: R3T Ventures, LLC.
File #: S2021-101





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2022-76, Authorizing Award of Bid to Premier Excavation for the Henderson Loop Extension in Horn Rapids

Department:

Development Services

Ordinance/Resolution Number:

2022-76

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-76, authorizing the City Manager to sign and execute a construction agreement with Premier Excavation, Inc. for construction of the Henderson Loop West – Phase 2 project.

Summary:

Richland's 2022-2027 Capital Improvement Plan (CIP) includes a fully funded project titled Economic Development Road Projects, which includes road improvements and an extension of Henderson Loop, which is approximately 0.50 miles. The project is located just west of the intersection of Manufacturing Lane and to the northeast of the intersection of Polar Way and Robertson Drive.

All project development and design work required to advance this project is complete. Said work included the road design and all underground utility infrastructure necessary to support the 21 acres of industrial property that will be available for sale and development. Industrial development in this area will further support the Horn Rapids Industrial Park.

Project bids were solicited in accordance with the City's purchasing policies, and Premier Excavation, Inc. submitted the lowest responsible bid of the seven (7) bids received. The project budget is adequate to complete the project using the lowest responsible bid. If awarded, project construction is expected to be completed by March 2023.

Staff recommends adoption of Resolution No. 2022-76.

Fiscal Impact:

Construction costs are estimated to be \$1,769,704.94. Adequate funding is available as provided in the CIP project approved as part of the 2022 Budget.

Attachments:

1. Resolution No. 2022-76
2. 22-0026 Bid Tab
3. Vicinity Map

RESOLUTION NO. 2022-76

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO PREMIER EXCAVATION
FOR THE HENDERSON LOOP WEST – PHASE 2 PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) includes a fully funded project titled Economic Development Road Projects, which includes the extension and improvement of Henderson Loop from the intersection of Manufacturing Lane to the west and northeast to the intersection of Polar Way and Robertson Drive (the “Project”); and

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

WHEREAS, bids were solicited in accordance with the City’s established purchasing policies, with seven (7) bids received and opened on May 17, 2022; and

WHEREAS, Premier Excavation, Inc. submitted the lowest responsible bid of the seven (7) received; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Premier Excavation, Inc. in the amount of \$1,769,704.00, and to execute change orders up to the amount of \$150,000 to fulfill the Project’s intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		PREMIER EXCAVATION PASCO, WA		INLAND ASPHALT RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A - Base Bid								
A-1	MOBILIZATION	1	LS	\$100,000.00	100,000.00	33,600.00	33,600.00	150,000.00	150,000.00
A-2	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	3,000.00	3,000.00	2,500.00	2,500.00	5,000.00	5,000.00
A-3	ESC LEAD	10	DAY	500	5,000.00	100.00	1,000.00	135.00	1,350.00
A-4	ROADWAY SURVEYING	1	LS	32,500.00	32,500.00	16,300.00	16,300.00	20,000.00	20,000.00
A-5	CLEARING AND GRUBBING	22	ACRES	1,375.00	29,562.50	519.53	11,169.90	4,345.00	93,417.50
A-6	SPCC PLAN	1	LS	500.00	500.00	500.00	500.00	1,200.00	1,200.00
A-7	RECORD DRAWINGS (MINIMUM BID \$500)	1	LS	500.00	500.00	1,200.00	1,200.00	500.00	500.00
A-8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	20,000.00	20,000.00	9,175.00	9,175.00	28,050.00	28,050.00
A-9	REMOVING ASPHALT CONC. PAVEMENT	963	SY	30.00	28,890.00	7.66	7,376.58	3.00	2,889.00
A-10	REMOVING CEMENT CONCRETE CURB AND GUTTER	190	LF	10.00	1,900.00	5.74	1,090.60	16.00	3,040.00
A-11	SITE GRADING	1	LS	456,635.00	456,635.00	249,510.00	249,510.00	365,000.00	365,000.00
A-12	CHECK DAMS	15	EA	275.00	4,125.00	280.00	4,200.00	330.00	4,950.00
A-13	INLET PROTECTION	10	EA	100.00	1,000.00	226.00	2,260.00	154.00	1,540.00
A-14	SILT FENCE	1,800	LF	2.50	4,500.00	3.08	5,544.00	5.00	9,000.00
A-15	STABILIZED CONSTRUCTION ENTRANCE	1	EA	2,500.00	2,500.00	3,080.00	3,080.00	2,750.00	2,750.00
A-16	CRUSHED SURFACING BASE COURSE	4,992	TON	45.00	224,640.00	17.50	87,360.00	25.00	124,800.00
A-17	CRUSHED SURFACING TOP COURSE	1,255	TON	55.00	69,025.00	21.50	26,982.50	25.00	31,375.00
A-18	HMA CL. 1/2 IN. PG 64-28	2,445	TON	120.00	293,400.00	95.50	233,497.50	100.00	244,500.00
A-19	JOB MIS COMPLIANCE ADJUSTMENT	1	DOL	1.00	1.00	1.00	1.00	1.00	1.00
A-20	COMPACTION PRICE ADJUSTMENT	1	DOL	1.00	1.00	1.00	1.00	1.00	1.00
A-21	ASPHALT COST PRICE ADJUSTMENT	1	DOL	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A-22	ASPHALT PAVEMENT RESTORATION - DRIVEWAYS	341	SY	80.00	27,280.00	42.73	14,570.93	30.00	10,230.00
A-23	SOIL RESIDUAL HERBICIDE	9,982	SY	1.00	9,982.00	0.22	2,196.04	0.14	1,397.48
A-24	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	4,982	LF	55.00	274,010.00	12.95	64,516.90	13.00	64,766.00
A-25	CEMENT CONCRETE CURB RAMP TYPE 3A	1	EA	3,500.00	3,500.00	2,530.50	2,530.50	2,000.00	2,000.00
A-26	CEMENT CONCRETE CURB OPENING INLET	25	EA	125.00	3,125.00	477.30	11,932.50	275.00	6,875.00
A-27	IMPORTED TRENCH BACKFILL	138	CY	75.00	10,350.00	0.01	1.38	26.00	3,588.00
A-28	MONUMENT CASE, COVER, AND PIPE	4	EA	750.00	3,000.00	400.00	1,600.00	1,500.00	6,000.00
A-29	ADJUST VALVE BOX	2	EA	800.00	1,600.00	300.00	600.00	900.00	1,800.00
A-30	ADJUST MANHOLE FRAME AND LID	6	EA	500.00	3,000.00	358.33	2,149.98	900.00	5,400.00
A-31	ADJUST FIBER VAULT LID	3	EA	900.00	2,700.00	150.00	450.00	500.00	1,500.00
A-32	ADJUST POWER VAULT LID	4	EA	900.00	3,600.00	700.00	2,800.00	850.00	3,400.00
A-33	SEEDING, FERTILIZING, MULCHING AND TACKIFIER	22	ACRES	2,000.00	43,000.00	2,630.00	56,545.00	2,300.00	49,450.00
A-34	SCHEDULE A CULV. PIPE 12 IN. DIAM.	111	LF	40.00	4,440.00	82.88	9,199.68	40.00	4,440.00



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		PREMIER EXCAVATION PASCO, WA		INLAND ASPHALT RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-35	SWING GATE	1	EA	5,600.00	5,600.00	5,200.00	5,200.00	3,500.00	3,500.00
A-36	CBU MAILBOX 16 UNIT	1	EA	5,500.00	5,500.00	3,100.00	3,100.00	5,000.00	5,000.00
A-37	ILLUMINATION SYSTEM	1	LS	70,000.00	70,000.00	63,350.00	63,350.00	70,000.00	70,000.00
A-38	CONDUIT PIPE 1.5 IN. DIAM.	2,453	LF	21.00	51,513.00	16.87	41,382.11	17.00	41,701.00
A-39	IMPORTED PIPE ZONE BEDDING - TYPE ILLUMINATION SYSTEM TRENCH	2,453	LF	1.00	2,453.00	0.01	24.53	2.00	4,906.00
A-40	IMPORTED PIPE ZONE BACKFILL - TYPE ILLUMINATION SYSTEM TRENCH	2,453	LF	1.00	2,453.00	0.01	24.53	1.00	2,453.00
A-41	ELECTRICAL TRENCH - TYPE PRIMARY	1,650	LF	10.00	16,500.00	5.00	8,250.00	4.00	6,600.00
A-42	FIBER TRENCH	817	LF	10.00	8,170.00	4.50	3,676.50	4.00	3,268.00
A-43	ELECTRICAL TRENCH - TYPE CROSSING	100	LF	10.00	1,000.00	8.00	800.00	4.00	400.00
A-44	IMPORTED PIPE ZONE BEDDING - TYPE PRIMARY TRENCH	1,650	LF	1.00	1,650.00	0.01	16.50	0.01	16.50
A-45	IMPORTED PIPE ZONE BEDDING - TYPE FIBER TRENCH	817	LF	1.00	817.00	0.01	8.17	0.01	8.17
A-46	IMPORTED PIPE ZONE BEDDING - TYPE CROSSING	100	LF	1.00	100.00	0.01	1.00	0.01	1.00
A-47	IMPORTED PIPE ZONE BACKFILL - TYPE PRIMARY TRENCH	1,650	LF	1.00	1,650.00	0.01	16.50	0.01	16.50
A-48	IMPORTED PIPE ZONE BACKFILL - TYPE FIBER TRENCH	817	LF	1.00	817.00	0.01	8.17	0.01	8.17
A-49	IMPORTED PIPE ZONE BACKFILL - TYPE CROSSING	100	LF	1.00	100.00	0.01	1.00	0.01	1.00
A-50	UTILITY TRENCH SAFETY	2,567	LF	4.00	10,268.00	0.01	25.67	0.01	25.67
A-51	UNDERGROUND UTILITY CROSSINGS - MARKED AND UNMARKED	2	EA	550.00	1,100.00	250.00	500.00	200.00	400.00
Schedule A - Base Bid				SUBTOTAL		\$1,856,957.50		\$1,001,825.67	
0.0%				SALES TAX		-		-	
Schedule A - Base Bid				TOTAL		\$1,856,957.50		\$1,001,825.67	
Schedule B - City Electricity				SUBTOTAL		\$95,800.00		\$41,552.00	
B-1	UTILITY SURVEYING	1	LS	\$2,500.00	2,500.00	2,000.00	2,000.00	7,000.00	7,000.00
B-2	CONDUIT PIPE 4 IN. DIAM.	1,650	LF	40.00	66,000.00	12.88	21,252.00	12.00	19,800.00
B-3	POWER VAULT V11B(STLS)	6	EA	4,250.00	25,500.00	2,950.00	17,700.00	3,600.00	21,600.00
B-4	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	2	EA	900.00	1,800.00	300.00	600.00	200.00	400.00
Schedule B - City Electricity				SALES TAX		8,238.80		4,196.80	
8.6%				TOTAL		\$104,038.80		\$45,748.80	
Schedule B - City Electricity				TOTAL		\$104,038.80		\$45,748.80	



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

				ENGINEER'S ESTIMATE		PREMIER EXCAVATION PASCO, WA		INLAND ASPHALT RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule C - City Broadband								
C-1	UTILITY SURVEYING	1	LS	\$2,500.00	2,500.00	500.00	500.00	1,700.00	1,700.00
C-2	CONDUIT PIPE 1.5 IN. DIAM.	4,873	LF	21.00	102,333.00	4.39	21,392.47	4.50	21,928.50
C-3	CONDUIT PIPE 2 IN. DIAM.	3,016	LF	25.00	75,400.00	5.51	16,618.16	5.00	15,080.00
C-4	FIBER BOX 10 IN. ROUND VALVE BOX	15	EA	3,000.00	45,000.00	293.00	4,395.00	120.00	1,800.00
C-5	VAULT PENETRATIONS	3	EA	800.00	2,400.00	200.00	600.00	350.00	1,050.00
C-6	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	3	EA	900.00	2,700.00	300.00	900.00	185.00	555.00
Schedule C - City Broadband		SUBTOTAL		\$230,333.00		\$44,405.63		\$42,113.50	
8.6%		SALES TAX		19,808.64		3,818.88		3,621.76	
Schedule C - City Broadband		TOTAL		\$250,141.64		\$48,224.51		\$45,735.26	

Schedule D - Water									
D-1	DIG AND VERIFY	3	EA	\$900.00	2,700.00	400.00	1,200.00	160.00	480.00
D-2	CONNECT TO EXISTING WATER MAIN	3	EA	1,500.00	4,500.00	1,486.67	4,460.01	2,000.00	6,000.00
D-3	HYDRANT ASSEMBLY	7	EA	4,125.00	28,875.00	5,471.43	38,300.01	4,500.00	31,500.00
D-4	REMOVE EXISTING FIRE HYDRANT	1	EA	2,125.00	2,125.00	850.00	850.00	500.00	500.00
D-5	REMOVE EXISTING 12 IN. WATER MAIN	90	LF	50.00	4,500.00	12.00	1,080.00	10.00	900.00
D-6	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. RESTRAINED JOINT	85	LF	54.00	4,590.00	58.68	4,987.80	60.00	5,100.00
D-7	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	696	LF	65.00	45,240.00	59.01	41,070.96	50.00	34,800.00
D-8	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	2,685	LF	95.00	255,075.00	71.11	190,930.35	70.00	187,950.00
D-9	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. RESTRAINED JOINT	70	LF	105.00	7,350.00	82.43	5,770.10	85.00	5,950.00
D-10	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	1	EA	7,750.00	7,750.00	6,695.00	6,695.00	4,600.00	4,600.00
D-11	2 IN. TEMPORARY BLOW-OFF ASSEMBLY	17	EA	1,650.00	28,050.00	2,075.29	35,279.93	1,600.00	27,200.00
D-12	GATE VALVE 6 IN. (FLXRJ)	7	EA	1,685.00	11,795.00	1,421.43	9,950.01	1,600.00	11,200.00
D-13	GATE VALVE 8 IN. (FLXMJ)	8	EA	2,000.00	16,000.00	1,887.50	15,100.00	2,200.00	17,600.00
D-14	BUTTERFLY VALVE 12 IN. (FLXMJ)	6	EA	2,850.00	17,100.00	2,916.67	17,500.02	3,500.00	21,000.00
D-15	BUTTERFLY VALVE 12 In. (FLXRJ)	1	EA	2,850.00	2,850.00	3,000.00	3,000.00	3,500.00	3,500.00
D-16	12 In. (FLXMJ) TRANSITION COUPLING ADAPTOR	7	EA	1,125.00	7,875.00	593.57	4,154.99	600.00	4,200.00
D-17	12 In. (MJXMJ) 45 DEGREE BEND	2	EA	2,750.00	5,500.00	720.00	1,440.00	700.00	1,400.00
D-18	12 IN. (MJXMJ) 45 DEGREE BEND RESTRAINED JOINT	2	EA	2,750.00	5,500.00	912.50	1,825.00	700.00	1,400.00
D-19	8 IN. X 6 IN. (MJXFL) 90 DEGREE ELBOW	1	EA	1,300.00	1,300.00	990.00	990.00	715.00	715.00
D-20	8 IN. X 6 IN. (MJXFL) DIAM. TEE RESTRAINED JOINT	5	EA	1,250.00	6,250.00	729.00	3,645.00	450.00	2,250.00



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		PREMIER EXCAVATION PASCO, WA		INLAND ASPHALT RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D-21	8 IN. X 8 IN. (MJXMJ) DIAM. TEE	6	EA	1,400.00	8,400.00	723.33	4,339.98	525.00	3,150.00
D-22	12 IN. X 8 IN. (MJXFL) DIAM. TEE	4	EA	2,525.00	10,100.00	1,085.00	4,340.00	850.00	3,400.00
D-23	12 IN. X 8 IN. (FLXFL) DIAM. TEE	2	EA	2,500.00	5,000.00	1,610.00	3,220.00	1,700.00	3,400.00
D-24	12 IN. X 12 IN. (FLXFL) DIAM. TEE	1	EA	2,625.00	2,625.00	1,895.00	1,895.00	1,500.00	1,500.00
D-25	12 IN. X 8 IN. (FLXFL) DIAM. CROSS	1	EA	2,750.00	2,750.00	2,120.00	2,120.00	1,600.00	1,600.00
D-26	12 IN. X 12 IN. (FLXFL) DIAM. CROSS	1	EA	3,300.00	3,300.00	2,420.00	2,420.00	1,700.00	1,700.00
D-27	24 IN. X 12 IN. (MJXFL) DIAM. ECCENTRIC REDUCER RESTR	1	EA	2,625.00	2,625.00	2,710.00	2,710.00	2,200.00	2,200.00
D-28	IMPORTED PIPE ZONE BEDDING	3,536	LF	1.00	3,536.00	4.88	17,255.68	0.01	35.36
D-29	IMPORTED PIPE ZONE BACKFILL	3,536	LF	1.00	3,536.00	0.01	35.36	0.01	35.36
D-30	TRENCH SAFETY	3,536	LF	4.00	14,144.00	0.01	35.36	0.50	1,768.00
Schedule D - Water				SUBTOTAL		\$520,941.00		\$426,600.56	
8.6%				SALES TAX		44,800.93		36,687.65	
Schedule D - Water				TOTAL		\$565,741.93		\$463,288.21	
								\$387,033.72	
								33,284.90	
								\$420,318.62	



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		PREMIER EXCAVATION PASCO, WA		INLAND ASPHALT RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Schedule E - Sewer									
E-1	DIG AND VERIFY	1	EA	\$1,000.00	1,000.00	200.00	200.00	200.00	200.00
E-2	CONNECT TO EXISTING SEWER MANHOLE	1	EA	2,225.00	2,225.00	560.00	560.00	900.00	900.00
E-3	8 IN. SEWER CLEANOUT	2	EA	1,500.00	3,000.00	1,200.00	2,400.00	800.00	1,600.00
E-4	PVC SANITARY SEWER PIPE 6 IN. DIAM. SDR35	735	LF	57.00	41,895.00	40.20	29,547.00	22.00	16,170.00
E-5	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR35	2,750	LF	80.00	220,000.00	38.79	106,672.50	30.00	82,500.00
E-6	MANHOLE 48 IN. DIAM. TYPE 1	10	EA	5,625.00	56,250.00	3,150.00	31,500.00	3,200.00	32,000.00
E-7	MANHOLE CAST-IN PLACE	1	EA	7,500.00	7,500.00	8,870.00	8,870.00	4,500.00	4,500.00
E-8	DROP INLET TYPE EXTERIOR	1	EA	7,500.00	7,500.00	2,065.00	2,065.00	2,000.00	2,000.00
E-9	IMPORTED PIPE ZONE BEDDING	2,480	LF	1.00	2,480.00	5.10	12,648.00	0.01	24.80
E-10	IMPORTED PIPE ZONE BACKFILL	2,480	LF	1.00	2,480.00	0.01	24.80	0.01	24.80
E-11	TRENCH SAFETY	2,480	LF	5.00	12,400.00	0.01	24.80	2.00	4,960.00

Schedule E - Sewer	SUBTOTAL	\$356,730.00	\$194,512.10	\$144,879.60
8.6%	SALES TAX	30,678.78	16,728.04	12,459.65
Schedule E - Sewer	TOTAL	\$387,408.78	\$211,240.14	\$157,339.25

Schedule A - Base Bid	1,856,957.50	1,001,825.67	1,398,514.99
Schedule B - City Electricity	104,038.80	45,125.47	52,996.80
Schedule C - City Broadband	250,141.64	48,224.51	45,735.26
Schedule D - Water	565,741.93	463,288.21	420,318.62
Schedule E - Sewer	387,408.78	211,240.14	157,339.25
GRAND TOTAL	3,164,288.64	1,769,704.00	2,074,904.92



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	TOTAL SITE SERVICES, LLC RICHLAND, WA		CULBERT CONSTRUCTION PASCO, WA		BID D'S CONST. OF TRI-CITIES PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A - Base Bid								
A-1	MOBILIZATION	1	LS	158,973.36	158,973.36	174,648.21	174,648.21	100,000.00	100,000.00
A-2	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	4,909.32	4,909.32	6,470.48	6,470.48	5,000.00	5,000.00
A-3	ESC LEAD	10	DAY	101.39	1,013.90	43.45	434.50	500.00	5,000.00
A-4	ROADWAY SURVEYING	1	LS	20,277.14	20,277.14	21,358.84	21,358.84	20,000.00	20,000.00
A-5	CLEARING AND GRUBBING	22	ACRES	2,374.44	51,050.46	2,064.03	44,376.65	2,000.00	43,000.00
A-6	SPCC PLAN	1	LS	540.72	540.72	86.90	86.90	2,000.00	2,000.00
A-7	RECORD DRAWINGS (MINIMUM BID \$500)	1	LS	2,365.67	2,365.67	608.32	608.32	2,000.00	2,000.00
A-8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	23,889.03	23,889.03	69,732.00	69,732.00	100,000.00	100,000.00
A-9	REMOVING ASPHALT CONC. PAVEMENT	963	SY	3.30	3,177.90	4.69	4,516.47	9.00	8,667.00
A-10	REMOVING CEMENT CONCRETE CURB AND GUTTER	190	LF	5.87	1,115.30	12.84	2,439.60	5.00	950.00
A-11	SITE GRADING	1	LS	370,657.58	370,657.58	628,495.76	628,495.76	672,500.00	672,500.00
A-12	CHECK DAMS	15	EA	284.52	4,267.80	338.77	5,081.55	500.00	7,500.00
A-13	INLET PROTECTION	10	EA	69.45	694.50	100.07	1,000.70	150.00	1,500.00
A-14	SILT FENCE	1,800	LF	3.04	5,472.00	3.88	6,984.00	3.00	5,400.00
A-15	STABILIZED CONSTRUCTION ENTRANCE	1	EA	3,029.12	3,029.12	2,197.22	2,197.22	3,500.00	3,500.00
A-16	CRUSHED SURFACING BASE COURSE	4,992	TON	22.47	112,170.24	24.94	124,500.48	30.00	149,760.00
A-17	CRUSHED SURFACING TOP COURSE	1,255	TON	23.36	29,316.80	23.57	29,580.35	30.00	37,650.00
A-18	HMA CL. 1/2 IN. PG 64-28	2,445	TON	107.58	263,033.10	99.94	244,353.30	98.00	239,610.00
A-19	JOB MIS COMPLIANCE ADJUSTMENT	1	DOL	1.00	1.00	1.00	1.00	1.00	1.00
A-20	COMPACTION PRICE ADJUSTMENT	1	DOL	1.00	1.00	1.00	1.00	1.00	1.00
A-21	ASPHALT COST PRICE ADJUSTMENT	1	DOL	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A-22	ASPHALT PAVEMENT RESTORATION - DRIVEWAYS	341	SY	46.14	15,733.74	33.18	11,314.38	37.00	12,617.00
A-23	SOIL RESIDUAL HERBICIDE	9,982	SY	0.20	1,996.40	0.16	1,597.12	0.50	4,991.00
A-24	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	4,982	LF	14.03	69,897.46	15.32	76,324.24	15.00	74,730.00
A-25	CEMENT CONCRETE CURB RAMP TYPE 3A	1	EA	2,086.89	2,086.89	2,538.71	2,538.71	2,000.00	2,000.00
A-26	CEMENT CONCRETE CURB OPENING INLET	25	EA	571.92	14,298.00	515.53	12,888.25	150.00	3,750.00
A-27	IMPORTED TRENCH BACKFILL	138	CY	45.71	6,307.98	31.11	4,293.18	25.00	3,450.00
A-28	MONUMENT CASE, COVER, AND PIPE	4	EA	1,270.55	5,082.20	714.16	2,856.64	600.00	2,400.00
A-29	ADJUST VALVE BOX	2	EA	887.28	1,774.56	519.66	1,039.32	200.00	400.00
A-30	ADJUST MANHOLE FRAME AND LID	6	EA	909.77	5,458.62	595.91	3,575.46	200.00	1,200.00
A-31	ADJUST FIBER VAULT LID	3	EA	918.15	2,754.45	811.31	2,433.93	2,000.00	6,000.00
A-32	ADJUST POWER VAULT LID	4	EA	918.15	3,672.60	732.58	2,930.32	2,000.00	8,000.00
A-33	SEEDING, FERTILIZING, MULCHING AND TACKIFIER	22	ACRES	2,423.04	52,095.36	2,972.54	63,909.61	1,200.00	25,800.00
A-34	SCHEDULE A CULV. PIPE 12 IN. DIAM.	111	LF	89.56	9,941.16	72.98	8,100.78	66.00	7,326.00



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

				TOTAL SITE SERVICES, LLC RICHLAND, WA		CULBERT CONSTRUCTION PASCO, WA		BID D'S CONST. OF TRI-CITIES PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-35	SWING GATE	1	EA	3,154.22	3,154.22	6,233.48	6,233.48	8,000.00	8,000.00
A-36	CBU MAILBOX 16 UNIT	1	EA	4,151.21	4,151.21	7,109.70	7,109.70	5,000.00	5,000.00
A-37	ILLUMINATION SYSTEM	1	LS	80,094.20	80,094.20	68,773.60	68,773.60	70,000.00	70,000.00
A-38	CONDUIT PIPE 1.5 IN. DIAM.	2,453	LF	18.44	45,233.32	17.34	42,535.02	17.00	41,701.00
A-39	IMPORTED PIPE ZONE BEDDING - TYPE ILLUMINATION SYSTEM TRENCH	2,453	LF	0.14	343.42	0.06	147.18	1.00	2,453.00
A-40	IMPORTED PIPE ZONE BACKFILL - TYPE ILLUMINATION SYSTEM TRENCH	2,453	LF	0.12	294.36	0.06	147.18	1.00	2,453.00
A-41	ELECTRICAL TRENCH - TYPE PRIMARY	1,650	LF	6.82	11,253.00	5.96	9,834.00	8.00	13,200.00
A-42	FIBER TRENCH	817	LF	7.18	5,866.06	5.80	4,738.60	8.00	6,536.00
A-43	ELECTRICAL TRENCH - TYPE CROSSING	100	LF	12.22	1,222.00	21.85	2,185.00	30.00	3,000.00
A-44	IMPORTED PIPE ZONE BEDDING - TYPE PRIMARY TRENCH	1,650	LF	0.11	181.50	0.04	66.00	1.00	1,650.00
A-45	IMPORTED PIPE ZONE BEDDING - TYPE FIBER TRENCH	817	LF	0.21	171.57	0.07	57.19	1.00	817.00
A-46	IMPORTED PIPE ZONE BEDDING - TYPE CROSSING	100	LF	1.75	175.00	0.60	60.00	4.00	400.00
A-47	IMPORTED PIPE ZONE BACKFILL - TYPE PRIMARY TRENCH	1,650	LF	0.09	148.50	0.04	66.00	2.00	3,300.00
A-48	IMPORTED PIPE ZONE BACKFILL - TYPE FIBER TRENCH	817	LF	0.18	147.06	0.07	57.19	2.00	1,634.00
A-49	IMPORTED PIPE ZONE BACKFILL - TYPE CROSSING	100	LF	1.46	146.00	0.60	60.00	4.00	400.00
A-50	UTILITY TRENCH SAFETY	2,567	LF	0.37	949.79	2.10	5,390.70	1.00	2,567.00
A-51	UNDERGROUND UTILITY CROSSINGS - MARKED AND UNMARKED	2	EA	507.81	1,015.62	1,092.67	2,185.34	250.00	500.00
Schedule A - Base Bid		SUBTOTAL		\$1,411,602.19		\$1,720,315.45		\$1,730,314.00	
0.0%		SALES TAX		-		-		-	
Schedule A - Base Bid		TOTAL		\$1,411,602.19		\$1,720,315.45		\$1,730,314.00	
Schedule B - City Electricity									
B-1	UTILITY SURVEYING	1	LS	1,126.51	1,126.51	3,491.49	3,491.49	5,000.00	5,000.00
B-2	CONDUIT PIPE 4 IN. DIAM.	1,650	LF	12.62	20,823.00	12.21	20,146.50	15.00	24,750.00
B-3	POWER VAULT V11B(STLS)	6	EA	3,109.50	18,657.00	3,239.24	19,435.44	4,500.00	27,000.00
B-4	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	2	EA	479.64	959.28	988.49	1,976.98	250.00	500.00
Schedule B - City Electricity		SUBTOTAL		\$41,565.79		\$45,050.41		\$57,250.00	
8.6%		SALES TAX		3,574.66		3,874.34		4,923.50	
Schedule B - City Electricity		TOTAL		\$45,140.45		\$48,924.75		\$62,173.50	



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

				TOTAL SITE SERVICES, LLC RICHLAND, WA		CULBERT CONSTRUCTION PASCO, WA		BID D'S CONST. OF TRI-CITIES PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule C - City Broadband								
C-1	UTILITY SURVEYING	1	LS	1,126.51	1,126.51	1,985.99	1,985.99	5,000.00	5,000.00
C-2	CONDUIT PIPE 1.5 IN. DIAM.	4,873	LF	4.21	20,515.33	3.75	18,273.75	5.00	24,365.00
C-3	CONDUIT PIPE 2 IN. DIAM.	3,016	LF	4.45	13,421.20	4.75	14,326.00	7.00	21,112.00
C-4	FIBER BOX 10 IN. ROUND VALVE BOX	15	EA	137.74	2,066.10	282.55	4,238.25	200.00	3,000.00
C-5	VAULT PENETRATIONS	3	EA	171.91	515.73	446.55	1,339.65	500.00	1,500.00
C-6	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	3	EA	470.26	1,410.78	728.45	2,185.35	250.00	750.00
Schedule C - City Broadband		SUBTOTAL		\$39,055.65		\$42,348.99		\$55,727.00	
8.6%		SALES TAX		3,358.79		3,642.01		4,792.52	
Schedule C - City Broadband		TOTAL		\$42,414.44		\$45,991.00		\$60,519.52	
	Schedule D - Water								
D-1	DIG AND VERIFY	3	EA	657.96	1,973.88	937.24	2,811.72	250.00	750.00
D-2	CONNECT TO EXISTING WATER MAIN	3	EA	1,486.21	4,458.63	2,020.73	6,062.19	1,000.00	3,000.00
D-3	HYDRANT ASSEMBLY	7	EA	4,758.82	33,311.74	5,537.99	38,765.93	4,400.00	30,800.00
D-4	REMOVE EXISTING FIRE HYDRANT	1	EA	819.26	819.26	1,041.21	1,041.21	500.00	500.00
D-5	REMOVE EXISTING 12 IN. WATER MAIN	90	LF	12.44	1,119.60	34.21	3,078.90	100.00	9,000.00
D-6	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. RESTRAINED JOINT	85	LF	86.01	7,310.85	72.57	6,168.45	48.00	4,080.00
D-7	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	696	LF	50.19	34,932.24	68.01	47,334.96	51.00	35,496.00
D-8	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	2,685	LF	71.13	190,984.05	70.02	188,003.70	74.00	198,690.00
D-9	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. RESTRAINED JOINT	70	LF	104.60	7,322.00	106.42	7,449.40	90.00	6,300.00
D-10	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	1	EA	5,646.57	5,646.57	6,824.27	6,824.27	5,000.00	5,000.00
D-11	2 IN. TEMPORARY BLOW-OFF ASSEMBLY	17	EA	1,528.72	25,988.24	1,660.43	28,227.31	1,500.00	25,500.00
D-12	GATE VALVE 6 IN. (FLXRJ)	7	EA	1,129.31	7,905.17	1,545.39	10,817.73	1,500.00	10,500.00
D-13	GATE VALVE 8 IN. (FLXMJ)	8	EA	2,150.20	17,201.60	2,017.23	16,137.84	1,900.00	15,200.00
D-14	BUTTERFLY VALVE 12 IN. (FLXMJ)	6	EA	2,896.80	17,380.80	3,371.40	20,228.40	2,700.00	16,200.00
D-15	BUTTERFLY VALVE 12 In. (FLXRJ)	1	EA	2,994.24	2,994.24	3,626.77	3,626.77	2,800.00	2,800.00
D-16	12 In. (FLXMJ) TRANSITION COUPLING ADAPTOR	7	EA	491.23	3,438.61	849.94	5,949.58	850.00	5,950.00
D-17	12 In. (MJXMJ) 45 DEGREE BEND	2	EA	758.20	1,516.40	1,025.59	2,051.18	625.00	1,250.00
D-18	12 IN. (MJXMJ) 45 DEGREE BEND RESTRAINED JOINT	2	EA	952.52	1,905.04	1,222.39	2,444.78	850.00	1,700.00
D-19	8 IN. X 6 IN. (MJXFL) 90 DEGREE ELBOW	1	EA	635.98	635.98	997.60	997.60	850.00	850.00
D-20	8 IN. X 6 IN. (MJXFL) DIAM. TEE RESTRAINED JOINT	5	EA	724.29	3,621.45	662.62	3,313.10	580.00	2,900.00



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

				TOTAL SITE SERVICES, LLC RICHLAND, WA		CULBERT CONSTRUCTION PASCO, WA		BID D'S CONST. OF TRI-CITIES PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D-21	8 IN. X 8 IN. (MJXMJ) DIAM. TEE	6	EA	705.07	4,230.42	650.63	3,903.78	550.00	3,300.00
D-22	12 IN. X 8 IN. (MJXFL) DIAM. TEE	4	EA	958.16	3,832.64	1,275.18	5,100.72	900.00	3,600.00
D-23	12 IN. X 8 IN. (FLXFL) DIAM. TEE	2	EA	1,287.10	2,574.20	1,957.68	3,915.36	1,450.00	2,900.00
D-24	12 IN. X 12 IN. (FLXFL) DIAM. TEE	1	EA	1,615.44	1,615.44	2,213.42	2,213.42	1,700.00	1,700.00
D-25	12 IN. X 8 IN. (FLXFL) DIAM. CROSS	1	EA	2,055.70	2,055.70	2,393.82	2,393.82	1,900.00	1,900.00
D-26	12 IN. X 12 IN. (FLXFL) DIAM. CROSS	1	EA	2,177.36	2,177.36	2,599.85	2,599.85	2,200.00	2,200.00
D-27	24 IN. X 12 IN. (MJXFL) DIAM. ECCENTRIC REDUCER RESTR	1	EA	2,157.72	2,157.72	2,869.43	2,869.43	2,500.00	2,500.00
D-28	IMPORTED PIPE ZONE BEDDING	3,536	LF	0.05	176.80	0.05	176.80	1.00	3,536.00
D-29	IMPORTED PIPE ZONE BACKFILL	3,536	LF	0.05	176.80	0.05	176.80	2.00	7,072.00
D-30	TRENCH SAFETY	3,536	LF	0.64	2,263.04	2.64	9,335.04	1.00	3,536.00
				SUBTOTAL		\$391,726.47		\$434,020.04	
Schedule D - Water				SALES TAX		33,688.48		37,325.72	
Schedule D - Water				TOTAL		\$425,414.95		\$471,345.76	
								\$408,710.00	
								35,149.06	
								\$443,859.06	



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	TOTAL SITE SERVICES, LLC RICHLAND, WA		CULBERT CONSTRUCTION PASCO, WA		BID D'S CONST. OF TRI-CITIES PASCO, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Schedule E - Sewer									
E-1	DIG AND VERIFY	1	EA	789.55	789.55	753.80	753.80	250.00	250.00
E-2	CONNECT TO EXISTING SEWER MANHOLE	1	EA	1,046.32	1,046.32	2,355.58	2,355.58	500.00	500.00
E-3	8 IN. SEWER CLEANOUT	2	EA	1,091.45	2,182.90	1,411.55	2,823.10	1,000.00	2,000.00
E-4	PVC SANITARY SEWER PIPE 6 IN. DIAM. SDR35	735	LF	61.56	45,246.60	45.08	33,133.80	40.00	29,400.00
E-5	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR35	2,750	LF	59.54	163,735.00	39.96	109,890.00	42.00	115,500.00
E-6	MANHOLE 48 IN. DIAM. TYPE 1	10	EA	3,485.24	34,852.40	3,326.12	33,261.20	3,500.00	35,000.00
E-7	MANHOLE CAST-IN PLACE	1	EA	4,601.32	4,601.32	4,854.67	4,854.67	4,000.00	4,000.00
E-8	DROP INLET TYPE EXTRERIOR	1	EA	1,599.87	1,599.87	3,769.81	3,769.81	5,000.00	5,000.00
E-9	IMPORTED PIPE ZONE BEDDING	2,480	LF	7.71	19,120.80	0.07	173.60	2.00	4,960.00
E-10	IMPORTED PIPE ZONE BACKFILL	2,480	LF	0.07	173.60	0.07	173.60	2.00	4,960.00
E-11	TRENCH SAFETY	2,480	LF	3.63	9,002.40	6.49	16,095.20	2.00	4,960.00

Schedule E - Sewer	SUBTOTAL	\$282,350.76	\$207,284.36	\$206,530.00
8.6%	SALES TAX	24,282.17	17,826.45	17,761.58
Schedule E - Sewer	TOTAL	\$306,632.93	\$225,110.81	\$224,291.58

Schedule A - Base Bid	1,411,602.19	1,720,315.45	1,730,314.00
Schedule B - City Electricity	45,140.45	48,924.75	62,173.50
Schedule C - City Broadband	42,414.44	45,991.00	60,519.52
Schedule D - Water	425,414.95	471,345.76	443,859.06
Schedule E - Sewer	306,632.93	225,110.81	224,291.58
GRAND TOTAL	2,231,204.95	2,511,687.77	2,521,157.66



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	TAPANI, INC. BATTLE GROUND, WA		DOUBLE J EXCAVATING, INC. RICHLAND, WA			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A - Base Bid								
A-1	MOBILIZATION	1	LS	250,000.00	250,000.00	238,000.00	238,000.00		-
A-2	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	4,959.81	4,959.81	2,800.00	2,800.00		-
A-3	ESC LEAD	10	DAY	100.00	1,000.00	116.00	1,160.00		-
A-4	ROADWAY SURVEYING	1	LS	14,000.00	14,000.00	13,350.00	13,350.00		-
A-5	CLEARING AND GRUBBING	22	ACRES	2,800.00	60,200.00	9,300.00	199,950.00		-
A-6	SPCC PLAN	1	LS	500.00	500.00	500.00	500.00		-
A-7	RECORD DRAWINGS (MINIMUM BID \$500)	1	LS	500.00	500.00	500.00	500.00		-
A-8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	50,000.00	50,000.00	9,700.00	9,700.00		-
A-9	REMOVING ASPHALT CONC. PAVEMENT	963	SY	7.00	6,741.00	2.00	1,926.00		-
A-10	REMOVING CEMENT CONCRETE CURB AND GUTTER	190	LF	5.00	950.00	5.00	950.00		-
A-11	SITE GRADING	1	LS	425,000.00	425,000.00	660,000.00	660,000.00		-
A-12	CHECK DAMS	15	EA	170.00	2,550.00	196.00	2,940.00		-
A-13	INLET PROTECTION	10	EA	100.00	1,000.00	40.00	400.00		-
A-14	SILT FENCE	1,800	LF	7.00	12,600.00	2.00	3,600.00		-
A-15	STABILIZED CONSTRUCTION ENTRANCE	1	EA	3,500.00	3,500.00	1,450.00	1,450.00		-
A-16	CRUSHED SURFACING BASE COURSE	4,992	TON	25.00	124,800.00	23.00	114,816.00		-
A-17	CRUSHED SURFACING TOP COURSE	1,255	TON	35.00	43,925.00	48.00	60,240.00		-
A-18	HMA CL. 1/2 IN. PG 64-28	2,445	TON	100.00	244,500.00	106.00	259,170.00		-
A-19	JOB MIS COMPLIANCE ADJUSTMENT	1	DOL	1.00	1.00	1.00	1.00		-
A-20	COMPACTION PRICE ADJUSTMENT	1	DOL	1.00	1.00	1.00	1.00		-
A-21	ASPHALT COST PRICE ADJUSTMENT	1	DOL	10,000.00	10,000.00	10,000.00	10,000.00		-
A-22	ASPHALT PAVEMENT RESTORATION - DRIVEWAYS	341	SY	50.00	17,050.00	37.00	12,617.00		-
A-23	SOIL RESIDUAL HERBICIDE	9,982	SY	0.10	998.20	0.15	1,497.30		-
A-24	CEMENT CONCRETE TRAFFIC CURB AND GUTTER	4,982	LF	18.00	89,676.00	13.00	64,766.00		-
A-25	CEMENT CONCRETE CURB RAMP TYPE 3A	1	EA	2,800.00	2,800.00	2,600.00	2,600.00		-
A-26	CEMENT CONCRETE CURB OPENING INLET	25	EA	250.00	6,250.00	440.00	11,000.00		-
A-27	IMPORTED TRENCH BACKFILL	138	CY	25.00	3,450.00	37.00	5,106.00		-
A-28	MONUMENT CASE, COVER, AND PIPE	4	EA	600.00	2,400.00	900.00	3,600.00		-
A-29	ADJUST VALVE BOX	2	EA	350.00	700.00	750.00	1,500.00		-
A-30	ADJUST MANHOLE FRAME AND LID	6	EA	1,000.00	6,000.00	750.00	4,500.00		-
A-31	ADJUST FIBER VAULT LID	3	EA	200.00	600.00	370.00	1,110.00		-
A-32	ADJUST POWER VAULT LID	4	EA	1,200.00	4,800.00	680.00	2,720.00		-
A-33	SEEDING, FERTILIZING, MULCHING AND TACKIFIER	22	ACRES	2,800.00	60,200.00	2,300.00	49,450.00		-
A-34	SCHEDULE A CULV. PIPE 12 IN. DIAM.	111	LF	65.00	7,215.00	66.00	7,326.00		-



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

				TAPANI, INC. BATTLE GROUND, WA		DOUBLE J EXCAVATING, INC. RICHLAND, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-35	SWING GATE	1	EA	7,500.00	7,500.00	9,300.00	9,300.00		-
A-36	CBU MAILBOX 16 UNIT	1	EA	5,500.00	5,500.00	4,300.00	4,300.00		-
A-37	ILLUMINATION SYSTEM	1	LS	115,000.00	115,000.00	102,000.00	102,000.00		-
A-38	CONDUIT PIPE 1.5 IN. DIAM.	2,453	LF	10.00	24,530.00	4.00	9,812.00		-
A-39	IMPORTED PIPE ZONE BEDDING - TYPE ILLUMINATION SYSTEM TRENCH	2,453	LF	1.50	3,679.50	2.00	4,906.00		
A-40	IMPORTED PIPE ZONE BACKFILL - TYPE ILLUMINATION SYSTEM TRENCH	2,453	LF	3.50	8,585.50	1.00	2,453.00		
A-41	ELECTRICAL TRENCH - TYPE PRIMARY	1,650	LF	10.00	16,500.00	14.00	23,100.00		
A-42	FIBER TRENCH	817	LF	10.00	8,170.00	11.00	8,987.00		
A-43	ELECTRICAL TRENCH - TYPE CROSSING	100	LF	15.00	1,500.00	25.00	2,500.00		
A-44	IMPORTED PIPE ZONE BEDDING - TYPE PRIMARY TRENCH	1,650	LF	5.00	8,250.00	4.00	6,600.00		
A-45	IMPORTED PIPE ZONE BEDDING - TYPE FIBER TRENCH	817	LF	5.00	4,085.00	2.00	1,634.00		
A-46	IMPORTED PIPE ZONE BEDDING - TYPE CROSSING	100	LF	5.00	500.00	4.00	400.00		
A-47	IMPORTED PIPE ZONE BACKFILL - TYPE PRIMARY TRENCH	1,650	LF	12.00	19,800.00	2.00	3,300.00		
A-48	IMPORTED PIPE ZONE BACKFILL - TYPE FIBER TRENCH	817	LF	12.00	9,804.00	2.00	1,634.00		
A-49	IMPORTED PIPE ZONE BACKFILL - TYPE CROSSING	100	LF	12.00	1,200.00	3.00	300.00		
A-50	UTILITY TRENCH SAFETY	2,567	LF	1.00	2,567.00	0.50	1,283.50		
A-51	UNDERGROUND UTILITY CROSSINGS - MARKED AND UNMARKED	2	EA	500.00	1,000.00	280.00	560.00		
Schedule A - Base Bid				SUBTOTAL		\$1,697,038.01		\$1,932,315.80	
0.0%				SALES TAX		-		-	
Schedule A - Base Bid				TOTAL		\$1,697,038.01		\$1,932,315.80	
Schedule B - City Electricity									
B-1	UTILITY SURVEYING	1	LS	2,900.00	2,900.00	500.00	500.00		-
B-2	CONDUIT PIPE 4 IN. DIAM.	1,650	LF	12.00	19,800.00	13.00	21,450.00		-
B-3	POWER VAULT V11B(STLS)	6	EA	4,000.00	24,000.00	2,740.00	16,440.00		-
B-4	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	2	EA	500.00	1,000.00	280.00	560.00		-
Schedule B - City Electricity				SUBTOTAL		\$47,700.00		\$38,950.00	
8.6%				SALES TAX		4,102.20		3,349.70	
Schedule B - City Electricity				TOTAL		\$51,802.20		\$42,299.70	



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

TAPANI, INC. BATTLE GROUND, WA		DOUBLE J EXCAVATING, INC. RICHLAND, WA			
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule C - City Broadband									
C-1	UTILITY SURVEYING	1	LS	2,900.00	2,900.00	500.00	500.00		-
C-2	CONDUIT PIPE 1.5 IN. DIAM.	4,873	LF	4.00	19,492.00	4.00	19,492.00		-
C-3	CONDUIT PIPE 2 IN. DIAM.	3,016	LF	6.50	19,604.00	5.00	15,080.00		-
C-4	FIBER BOX 10 IN. ROUND VALVE BOX	15	EA	50.00	750.00	14.00	210.00		-
C-5	VAULT PENETRATIONS	3	EA	750.00	2,250.00	77.00	231.00		-
C-6	UNDERGROUND UTILITY CROSSING MARKED AND UNMARKED	3	EA	500.00	1,500.00	280.00	840.00		-

Schedule C - City Broadband	SUBTOTAL	\$46,496.00	\$36,353.00	\$0.00
8.6%	SALES TAX	3,998.66	3,126.36	-
Schedule C - City Broadband	TOTAL	\$50,494.66	\$39,479.36	\$0.00

Schedule D - Water									
D-1	DIG AND VERIFY	3	EA	500.00	1,500.00	280.00	840.00		-
D-2	CONNECT TO EXISTING WATER MAIN	3	EA	2,000.00	6,000.00	1,213.00	3,639.00		-
D-3	HYDRANT ASSEMBLY	7	EA	5,000.00	35,000.00	4,980.00	34,860.00		-
D-4	REMOVE EXISTING FIRE HYDRANT	1	EA	750.00	750.00	670.00	670.00		-
D-5	REMOVE EXISTING 12 IN. WATER MAIN	90	LF	10.00	900.00	6.00	540.00		-
D-6	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM. RESTRAINED JOINT	85	LF	70.00	5,950.00	73.00	6,205.00		-
D-7	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	696	LF	75.00	52,200.00	47.00	32,712.00		-
D-8	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	2,685	LF	80.00	214,800.00	74.00	198,690.00		-
D-9	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM. RESTRAINED JOINT	70	LF	125.00	8,750.00	103.00	7,210.00		-
D-10	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	1	EA	7,200.00	7,200.00	6,930.00	6,930.00		-
D-11	2 IN. TEMPORARY BLOW-OFF ASSEMBLY	17	EA	1,850.00	31,450.00	1,940.00	32,980.00		-
D-12	GATE VALVE 6 IN. (FLXRJ)	7	EA	1,300.00	9,100.00	1,506.00	10,542.00		-
D-13	GATE VALVE 8 IN. (FLXMJ)	8	EA	1,900.00	15,200.00	2,252.00	18,016.00		-
D-14	BUTTERFLY VALVE 12 IN. (FLXMJ)	6	EA	2,900.00	17,400.00	3,060.00	18,360.00		-
D-15	BUTTERFLY VALVE 12 In. (FLXRJ)	1	EA	3,000.00	3,000.00	3,040.00	3,040.00		-
D-16	12 In. (FLXMJ) TRANSITION COUPLING ADAPTOR	7	EA	500.00	3,500.00	470.00	3,290.00		-
D-17	12 In. (MJXMJ) 45 DEGREE BEND	2	EA	750.00	1,500.00	880.00	1,760.00		-
D-18	12 IN. (MJXMJ) 45 DEGREE BEND RESTRAINED JOINT	2	EA	900.00	1,800.00	1,140.00	2,280.00		-
D-19	8 IN. X 6 IN. (MJXFL) 90 DEGREE ELBOW	1	EA	900.00	900.00	1,060.00	1,060.00		-
D-20	8 IN. X 6 IN. (MJXFL) DIAM. TEE RESTRAINED JOINT	5	EA	650.00	3,250.00	540.00	2,700.00		-



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

Item	Description	Qty	Unit	TAPANI, INC. BATTLE GROUND, WA		DOUBLE J EXCAVATING, INC. RICHLAND, WA			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
D-21	8 IN. X 8 IN. (MJXMJ) DIAM. TEE	6	EA	650.00	3,900.00	660.00	3,960.00		
D-22	12 IN. X 8 IN. (MJXFL) DIAM. TEE	4	EA	1,000.00	4,000.00	1,050.00	4,200.00		
D-23	12 IN. X 8 IN. (FLXFL) DIAM. TEE	2	EA	1,500.00	3,000.00	1,608.00	3,216.00		
D-24	12 IN. X 12 IN. (FLXFL) DIAM. TEE	1	EA	1,800.00	1,800.00	1,840.00	1,840.00		
D-25	12 IN. X 8 IN. (FLXFL) DIAM. CROSS	1	EA	2,000.00	2,000.00	2,040.00	2,040.00		
D-26	12 IN. X 12 IN. (FLXFL) DIAM. CROSS	1	EA	2,500.00	2,500.00	2,150.00	2,150.00		
D-27	24 IN. X 12 IN. (MJXFL) DIAM. ECCENTRIC REDUCER RESTR	1	EA	2,800.00	2,800.00	3,050.00	3,050.00		
D-28	IMPORTED PIPE ZONE BEDDING	3,536	LF	4.00	14,144.00	4.00	14,144.00		
D-29	IMPORTED PIPE ZONE BACKFILL	3,536	LF	8.00	28,288.00	0.70	2,475.20		
D-30	TRENCH SAFETY	3,536	LF	1.00	3,536.00	0.50	1,768.00		-
Schedule D - Water				SUBTOTAL		\$486,118.00		\$425,167.20	
8.6%				SALES TAX		41,806.15		36,564.38	
Schedule D - Water				TOTAL		\$527,924.15		\$461,731.58	
								\$0.00	



City of Richland

DATE BIDS OPENED:	5/17/22	ITB No.	22-0026
**PROJECT NAME **		Henderson Loop West-Phase 2	

TAPANI, INC. BATTLE GROUND, WA		DOUBLE J EXCAVATING, INC. RICHLAND, WA			
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Schedule E - Sewer									
E-1	DIG AND VERIFY	1	EA	500.00	500.00	420.00	420.00		-
E-2	CONNECT TO EXISTING SEWER MANHOLE	1	EA	2,500.00	2,500.00	1,400.00	1,400.00		-
E-3	8 IN. SEWER CLEANOUT	2	EA	1,200.00	2,400.00	1,440.00	2,880.00		-
E-4	PVC SANITARY SEWER PIPE 6 IN. DIAM. SDR35	735	LF	65.00	47,775.00	52.00	38,220.00		-
E-5	PVC SANITARY SEWER PIPE 8 IN. DIAM. SDR35	2,750	LF	50.00	137,500.00	59.00	162,250.00		-
E-6	MANHOLE 48 IN. DIAM. TYPE 1	10	EA	5,500.00	55,000.00	3,370.00	33,700.00		-
E-7	MANHOLE CAST-IN PLACE	1	EA	6,500.00	6,500.00	8,520.00	8,520.00		
E-8	DROP INLET TYPE EXTRERIOR	1	EA	1,200.00	1,200.00	5,510.00	5,510.00		
E-9	IMPORTED PIPE ZONE BEDDING	2,480	LF	3.00	7,440.00	8.00	19,840.00		
E-10	IMPORTED PIPE ZONE BACKFILL	2,480	LF	8.00	19,840.00	2.50	6,200.00		
E-11	TRENCH SAFETY	2,480	LF	1.00	2,480.00	2.00	4,960.00		

Schedule E - Sewer	SUBTOTAL	\$283,135.00	\$283,900.00	\$0.00
8.6%	SALES TAX	24,349.61	24,415.40	-
Schedule E - Sewer	TOTAL	\$307,484.61	\$308,315.40	\$0.00

Schedule A - Base Bid	1,697,038.01	1,932,315.80	-
Schedule B - City Electricity	51,802.20	42,299.70	-
Schedule C - City Broadband	50,494.66	39,479.36	-
Schedule D - Water	527,924.15	461,731.58	-
Schedule E - Sewer	307,484.61	308,315.40	-
GRAND TOTAL	2,634,743.62	2,784,141.84	-

City of Richland

HENDERSON LOOP WEST PHASE 2

Legend

----- City Limits

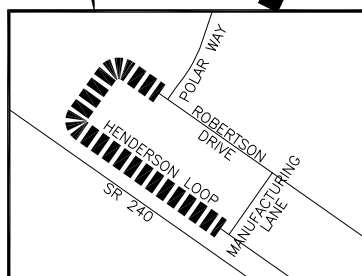
+++++ Railroad

—— City Road

N



WORK
AREAS



CAD DWG: HENDERSON LOOP W PH 2- VICINITY MAP.DWG
DATE: 03.23.2021
DRAWN BY: DMM
SCALE: NONE

----- = PROPOSED
ROAD

KENNEWICK



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-77, Authorizing Award of Bid to Inland Asphalt Company for the 2022 Jadwin Overlay Project

Department:
Public Works

Ordinance/Resolution Number:
2022-77

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-77, authorizing the City Manager to sign and execute a construction agreement with Inland Asphalt Company for the 2022 Jadwin Overlay project.

Summary:

The 2022-2027 Capital Improvement Plan (CIP) includes the Pavement Preservation Program. The 2022 Pavement Preservation Program includes an asphalt overlay of Jadwin Avenue between Van Giesen Street and Coast Street (the "Project"). The Project will be supplemented with street light system improvements, pedestrian crossing safety improvements, Americans with Disabilities Act (ADA) accessibility improvements, and fiber optic system improvements. The Project also provides an opportunity to implement the City's Complete Streets policy by restriping the street to include on-street bicycle lanes.

All project development and design work necessary to advance the Project to construction has been completed. Bids were solicited in accordance with the City's purchasing policies, with four (4) bids received and opened on May 24, 2022. Inland Asphalt Company submitted the lowest responsible bid of \$1,832,000, which is approximately seven percent (7%) above the engineer's estimate. The bid prices reflect a sound competitive process and the current inflationary pressure on construction prices. Sufficient funding is available to complete the Project consistent with the 2022 CIP.

Staff recommends adoption of Resolution No. 2022-77.

Fiscal Impact:

The 2022 Overlay project is primarily funded by the Pavement Preservation Program. \$1,741,668 is currently available in the budget to cover the \$1,669,822 estimated for construction management, construction and contingency. Other portions of the 2022 Overlay Project will be paid from approved Capital Improvement Plan budgets for Broadband Backbone Fiber Extension (\$215,000); Stormwater Conveyance System Rehabilitation & Replacement (\$50,000); and Water Distribution System Renewal & Replacement (\$50,000).

Attachments:

1. Resolution No. 2022-77
2. 2022 Overlay Bid Tab
3. 2022 Overlay Vicinity Map

RESOLUTION NO. 2022-77

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO INLAND ASPHALT
COMPANY FOR THE 2022 JADWIN OVERLAY PROJECT.**

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

WHEREAS, the Program includes an asphalt overlay of Jadwin Avenue between Van Giesen Street and Coast Street (the “Project”); and

WHEREAS, the Project will be supplemented by street light system improvements, pedestrian crossing safety improvements, Americans with Disabilities Act (ADA) accessibility improvements and fiber optic system improvements; and

WHEREAS, the Project provides an opportunity to implement the City’s Complete Streets policy by restriping the street to include on-street bicycle lanes; and

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with four (4) bids received and opened on May 24, 2022; and

WHEREAS, Inland Asphalt Company submitted the lowest responsible bid of \$1,832,000, approximately seven percent (7%) above the engineer’s estimate; and

WHEREAS, the bid prices reflect a sound competitive process and the current inflationary pressure on construction prices; 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 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 Inland Asphalt Co., a CRH Company, in the amount of \$1,832,000 for the 2022 Jadwin Overlay Project, and to execute change orders in an aggregate amount not to exceed \$100,000 as needed to fulfill the Project’s intent.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	MAY 24,2022	ITB # 22-0006
2022 OVERLAY		

				ENGINEER'S ESTIMATE		INLAND ASPHALT CO. RICHLAND, WA		DOUBLE J EXCAVATING INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A-1	MOBILIZATION	1.00	LS	\$100,000.00	100,000.00	95,000.00	95,000.00	165,000.00	165,000.00
A-2	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	\$40,000.00	40,000.00	119,000.00	119,000.00	77,000.00	77,000.00
A-3	PORTABLE CHANGEABLE MESSAGE SIGN	200.00	HR	\$10.00	2,000.00	10.00	2,000.00	11.00	2,200.00
A-4	SPCC PLAN	1.00	LS	1,000.00	1,000.00	531.22	531.22	500.00	500.00
A-5	EROSION CONTROL AND WATER POLLUTION PREVENTION	1.00	LS	1,500.00	1,500.00	1,000.00	1,000.00	1,400.00	1,400.00
A-6	SITE RESTORATION	1.00	LS	5,000.00	5,000.00	20,000.00	20,000.00	19,400.00	19,400.00
A-7	TREE TRIMMING	1.00	LS	4,500.00	4,500.00	1,500.00	1,500.00	3,400.00	3,400.00
A-8	ROADWAY SURVEYING	1.00	LS	15,000.00	15,000.00	12,000.00	12,000.00	11,700.00	11,700.00
A-9	ADA FEATURES SURVEYING	1.00	LS	7,500.00	7,500.00	4,300.00	4,300.00	4,100.00	4,100.00
A-10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	15,000.00	15,000.00	9,500.00	9,500.00	15,800.00	15,800.00
A-11	PLANING BITUMINOUS PAVEMENT (I.E. GUTTER GRIND)	8,691.00	SY	8.00	69,528.00	3.40	29,549.40	5.00	43,455.00
A-12	CRACK SEALING	1.00	FA	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
A-13	HMA FOR PRELEVELING CL 3/8 IN. PG 64H-28 (1/2 IN. THICK)	950.00	TON	125.00	118,750.00	125.00	118,750.00	103.00	97,850.00
A-14	HMA CL. 1/2 IN. PG 64H-28 (1 1/2" IN. THICK)	2,850.00	TON	110.00	313,500.00	104.00	296,400.00	105.00	299,250.00
A-15	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-16	COMPACTION PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00
A-17	ASPHALT COST PRICE ADJUSTMENT	1.00	CALC	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00	3,800.00
A-18	TEMPORARY PAVEMENT MARKINGS - SHORT	35,000.00	LF	0.20	7,000.00	0.20	7,000.00	0.20	7,000.00
A-19	PLASTIC LINE (4") [TYPE D]	0.00	LF	0.85	-	5.00	-	1.00	-
A-20	PLASTIC STOP LINE (18").	0.00	LF	9.00	-	20.00	-	20.00	-
A-21	PLASTIC WIDE LANE LINE (8"). [TYPE D]	0.00	LF	1.10	-	10.00	-	4.50	-
A-22	BIKE SYMBOL	0.00	EA	180.00	-	400.00	-	400.00	-
A-23	PLASTIC CROSSWALK LINE.	1,584.00	SF	7.00	11,088.00	8.00	12,672.00	8.00	12,672.00
A-24	PLASTIC TRAFFIC ARROW.	14.00	EA	105.00	1,470.00	160.00	2,240.00	150.00	2,100.00
A-25	PERMANENT SIGNING	1.00	LS	25,000.00	25,000.00	8,100.00	8,100.00	7,800.00	7,800.00
A-26	CEMENT CONCRETE TRAFFIC CURB & GUTTER	803.00	LF	50.00	40,150.00	40.00	32,120.00	61.00	48,983.00
A-27	CEMENT CONCRETE TRAFFIC CURB	72.00	LF	50.00	3,600.00	35.00	2,520.00	90.00	6,480.00
A-28	CEMENT CONCRETE SIDEWALK OR PRIVATE DRIVEWAY (4" CONCRETE)	362.00	SY	85.00	30,770.00	109.00	39,458.00	87.00	31,494.00
A-29	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	167.00	SY	85.00	14,195.00	188.00	31,396.00	240.00	40,080.00
A-30	DETECTABLE WARNING SURFACE	284.00	SF	\$25.00	7,100.00	24.00	6,816.00	30.00	8,520.00
A-31	CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE CITY (6" CONCRETE)	397.00	SY	\$125.00	49,625.00	145.00	57,565.00	81.00	32,157.00

				ENGINEER'S ESTIMATE		INLAND ASPHALT CO. RICHLAND, WA		DOUBLE J EXCAVATING INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID - cont.								
A-32	SAWCUTTING CEMENT CONC. CURB	514.00	LF	\$25.00	12,850.00	18.00	9,252.00	14.00	7,196.00
A-33	CEMENT CONCRETE PEDESTRIAN CURB, 6 IN. HIGH	260.00	LF	\$30.00	7,800.00	30.00	7,800.00	34.00	8,840.00
A-34	CEMENT CONCRETE PEDESTRIAN WALL, 6 IN. to 12 IN. HIGH	39.00	LF	\$50.00	1,950.00	33.00	1,287.00	65.00	2,535.00
A-35	VALLEY GUTTER	15.00	LF	\$65.00	975.00	50.00	750.00	70.00	1,050.00
A-36	DRIVEWAY ASPHALT PATCHING (2 IN. HMA AND 4 IN. CSTC)	240.00	SY	\$50.00	12,000.00	42.00	10,080.00	34.00	8,160.00
A-37	ASPHALT PATCHING (2 IN. HMA AND 10 IN. CSTC)	194.00	SY	\$75.00	14,550.00	55.00	10,670.00	34.00	6,596.00
A-38	MONUMENT CASE, COVER & PIPE	8.00	EA	\$350.00	2,800.00	1,200.00	9,600.00	1,200.00	9,600.00
A-39	ADJUST OTHER CASTINGS (INCL. J-BOX)	5.00	EA	\$200.00	1,000.00	550.00	2,750.00	850.00	4,250.00
A-40	ADJUST VALVE BOX	31.00	EA	\$250.00	7,750.00	800.00	24,800.00	940.00	29,140.00
A-41	ADJUST MANHOLE LID	11.00	EA	\$400.00	4,400.00	1,000.00	11,000.00	1,000.00	11,000.00
A-42	REPLACE AND ADJUST MANHOLE LID (SEWER OR STORM)	2.00	EA	\$500.00	1,000.00	1,300.00	2,600.00	1,600.00	3,200.00
A-43	REPLACE CATCH BASIN FRAME & GRATE	2.00	EA	\$550.00	1,100.00	750.00	1,500.00	670.00	1,340.00
A-44	REGROUT EXST CATCH BASIN	4.00	EA	\$400.00	1,600.00	110.00	440.00	130.00	520.00
A-45	CATCH BASIN TYPE CITY	3.00	EA	\$3,000.00	9,000.00	2,600.00	7,800.00	2,300.00	6,900.00
A-46	MANHOLE 60 IN. DIAM. - CITY STORM (CAST-IN- PLACE)	2.00	EA	\$5,000.00	10,000.00	8,500.00	17,000.00	6,800.00	13,600.00
A-47	SOLID WALL PVC STORM PIPE 12 IN. DIAM.	38.00	LF	\$150.00	5,700.00	110.00	4,180.00	170.00	6,460.00
A-48	TRENCH SAFETY	38.00	LF	\$5.00	190.00	3.25	123.50	1.00	38.00
A-49	IMPORTED PIPE ZONE BEDDING	38.00	LF	\$5.00	190.00	9.50	361.00	8.00	304.00
A-50	IMPORTED PIPE TRENCH BACKFILL	38.00	LF	\$5.00	190.00	21.00	798.00	17.00	646.00
A-51	UTILITY CROSSINGS MARKED AND UNMARKED	10.00	EA	\$250.00	2,500.00	100.00	1,000.00	240.00	2,400.00
A-52	CONNECTION TO DRAINAGE STRUCTURE	3.00	EA	\$1,500.00	4,500.00	125.00	375.00	600.00	1,800.00
A-53	ILLUMINATION SYSTEM COMPLETE	1.00	LS	\$273,000.00	273,000.00	299,725.00	299,725.00	387,000.00	387,000.00
A-54	REMOVAL OF EXISTING STREETLIGHT OR POWER POLE	22.00	EA	\$1,200.00	26,400.00	365.00	8,030.00	650.00	14,300.00
A-55	RRFB SYSTEM AT CATSKILL, UNDERGROUND ONLY	1.00	LS	\$93,000.00	93,000.00	29,225.00	29,225.00	27,000.00	27,000.00
A-56	RRFB SYSTEM UPGRADES AT CHIEF JO, COMPLETE	1.00	LS	15,000.00	15,000.00	26,000.00	26,000.00	25,000.00	25,000.00
A-57	SCHOOL BEACON SYSTEM, COMPLETE	1.00	LS	3,000.00	3,000.00	16,250.00	16,250.00	15,000.00	15,000.00
SCHEDULE A - BASE BID SUBTOTAL					\$1,424,523.00		\$1,441,616.12		\$1,561,018.00
0% SALES TAX					-		-		-
SCHEDULE A - BASE BID TOTAL					\$1,424,523.00		\$1,441,616.12		\$1,561,018.00

				ENGINEER'S ESTIMATE		INLAND ASPHALT CO. RICHLAND, WA		DOUBLE J EXCAVATING INC RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE B - WATER								
B-1	MOBILIZATION (THIS SCHEDULE ONLY)	1.00	LS	\$5,000.00	5,000.00	1,000.00	1,000.00	3,000.00	3,000.00
B-2	REMOVE & DISPOSE EXST FIRE HYDRANT ASSEMBLY	4.00	EA	1,500.00	6,000.00	250.00	1,000.00	700.00	2,800.00
B-3	FIRE HYDRANT ASSEMBLY	4.00	EA	3,000.00	12,000.00	7,925.00	31,700.00	7,200.00	28,800.00
	SCHEDULE B - WATER SUBTOTAL				\$23,000.00		\$33,700.00		\$34,600.00
	8.6% SALES TAX				1,978.00		2,898.20		2,975.60
	SCHEDULE B - WATER TOTAL				\$24,978.00		\$36,598.20		\$37,575.60
	SCHEDULE C - FIBER OPTICS								
C-1	MOBILIZATION (THIS SCHEDULE ONLY)	1.00	LS	\$10,000.00	10,000.00	4,500.00	4,500.00	13,000.00	13,000.00
C-2	CONDUIT, 2" PVC (FIBER)	11,018.00	LF	3.00	33,054.00	6.10	67,209.80	7.00	77,126.00
C-3	TRENCH EXVATION & BACKFILL (2' x 36")	6,638.00	LF	12.00	79,656.00	10.00	66,380.00	10.00	66,380.00
C-4	FIBER VAULT (4'x4')	8.00	EA	2,500.00	20,000.00	4,100.00	32,800.00	3,800.00	30,400.00
C-5	TRENCH SAFETY	6,638.00	LF	2.00	13,276.00	1.15	7,633.70	0.10	663.80
C-6	IMPORTED PIPE ZONE BEDDING	6,638.00	LF	2.00	13,276.00	3.00	19,914.00	2.00	13,276.00
C-7	UNDERGROUND UTILITY CROSSING - MARKED & UNMARKED	30.00	EA	200.00	6,000.00	350.00	10,500.00	240.00	7,200.00
C-8	DIG & VERIFY	10.00	EA	250.00	2,500.00	150.00	1,500.00	500.00	5,000.00
C-9	ASPHALT PATCHING (2 HMA & 10 CSTC)	2,746.00	SY	25.00	68,650.00	42.00	115,332.00	34.00	93,364.00
	SCHEDULE C - FIBER OPTICS SUBTOTAL				\$246,412.00		\$325,769.50		\$306,409.80
	8.6% SALES TAX				21,191.43		28,016.18		26,351.24
	SCHEDULE C - FIBER OPTICS TOTAL				\$267,603.43		\$353,785.68		\$332,761.04
	SCHEDULE A - BASE BID				\$1,424,523.00		\$1,441,616.12		\$1,561,018.00
	SCHEDULE B - WATER				24,978.00		36,598.20		37,575.60
	SCHEDULE C - FIBER OPTICS				267,603.43		353,785.68		332,761.04
	GRAND TOTAL				\$1,717,104.43		\$1,832,000.00		\$1,931,354.64

City of Richland

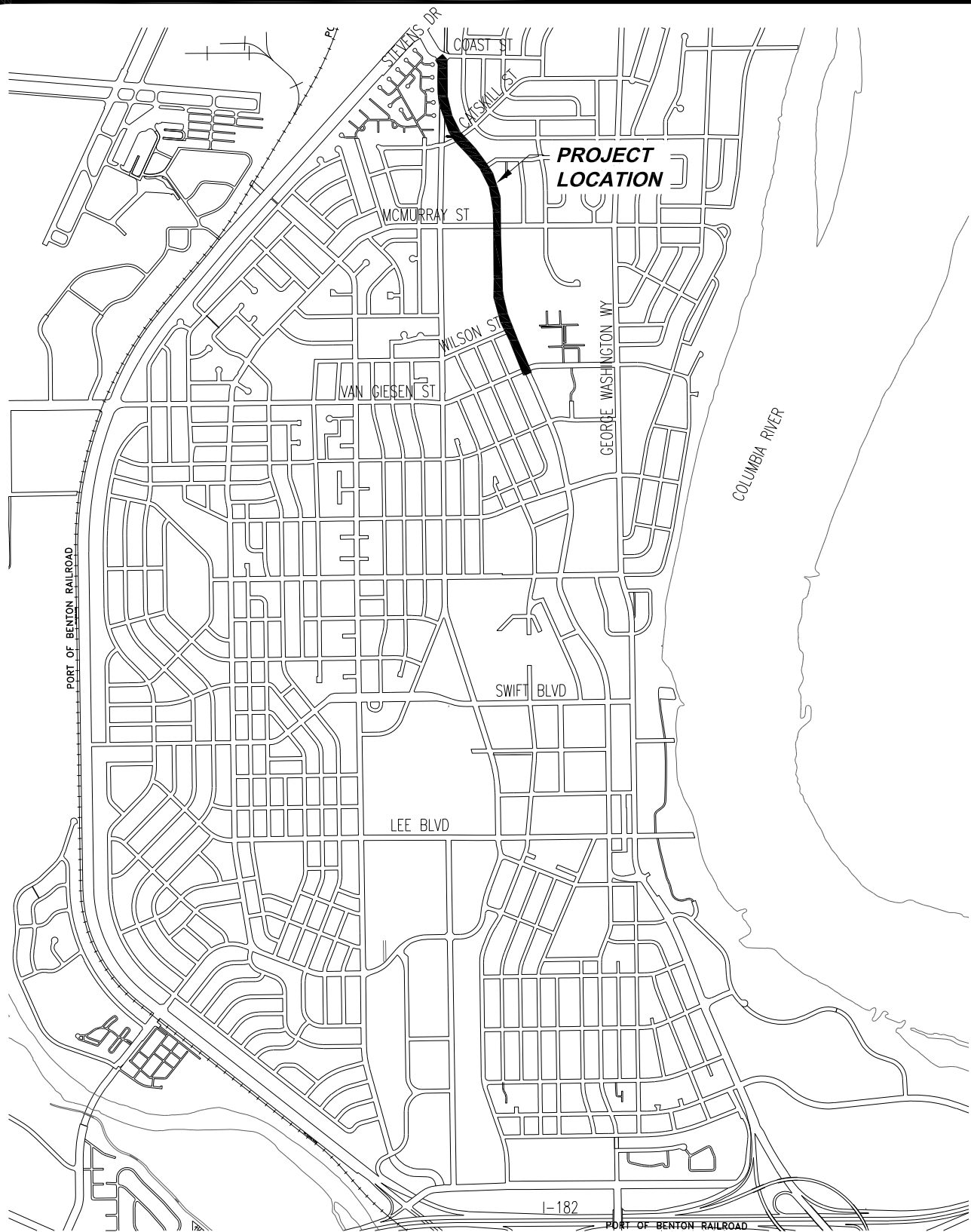
DATE BIDS OPENED:	MAY 24,2022	ITB #	22-0006
2022 OVERLAY			

GRANITE CONSTRUCTION CO RICHLAND, WA	CENTRAL PAVING, LLC ELLENSBURG, WA	
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A-1	MOBILIZATION	1.00	LS	195,000.00	195,000.00	250,000.00	250,000.00		
A-2	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	230,000.00	230,000.00	166,000.00	166,000.00		-
A-3	PORTABLE CHANGEABLE MESSAGE SIGN	200.00	HR	10.00	2,000.00	8.80	1,760.00		
A-4	SPCC PLAN	1.00	LS	500.00	500.00	500.00	500.00		-
A-5	EROSION CONTROL AND WATER POLLUTION PREVENTION	1.00	LS	1,500.00	1,500.00	6,000.00	6,000.00		-
A-6	SITE RESTORATION	1.00	LS	5,500.00	5,500.00	10,000.00	10,000.00		-
A-7	TREE TRIMMING	1.00	LS	2,500.00	2,500.00	4,000.00	4,000.00		-
A-8	ROADWAY SURVEYING	1.00	LS	12,000.00	12,000.00	13,750.00	13,750.00		-
A-9	ADA FEATURES SURVEYING	1.00	LS	6,000.00	6,000.00	3,850.00	3,850.00		-
A-10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LS	6,000.00	6,000.00	10,000.00	10,000.00		-
A-11	PLANING BITUMINOUS PAVEMENT (I.E. GUTTER GRIND)	8,691.00	SY	2.75	23,900.25	2.20	19,120.20		-
A-12	CRACK SEALING	1.00	FA	25,000.00	25,000.00	25,000.00	25,000.00		-
A-13	HMA FOR PRELEVELING CL 3/8 IN. PG 64H-28 (1/2 IN. THICK)	950.00	TON	120.00	114,000.00	128.00	121,600.00		
A-14	HMA CL. 1/2 IN. PG 64H-28 (1 1/2" IN. THICK)	2,850.00	TON	95.00	270,750.00	102.00	290,700.00		-
A-15	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00		-
A-16	COMPACTION PRICE ADJUSTMENT	1.00	CALC	1.00	1.00	1.00	1.00		-
A-17	ASPHALT COST PRICE ADJUSTMENT	1.00	CALC	3,800.00	3,800.00	3,800.00	3,800.00		-
A-18	TEMPORARY PAVEMENT MARKINGS - SHORT	35,000.00	LF	0.18	6,300.00	0.95	33,250.00		-
A-19	PLASTIC LINE (4") [TYPE D]	0.00	LF	-	-	-	-		
A-20	PLASTIC STOP LINE (18").	0.00	LF	-	-	-	-		-
A-21	PLASTIC WIDE LANE LINE (8"). [TYPE D]	0.00	LF	-	-	-	-		-
A-22	BIKE SYMBOL	0.00	EA	-	-	-	-		
A-23	PLASTIC CROSSWALK LINE.	1,584.00	SF	7.75	12,276.00	8.50	13,464.00		-
A-24	PLASTIC TRAFFIC ARROW.	14.00	EA	150.00	2,100.00	165.00	2,310.00		-
A-25	PERMANENT SIGNING	1.00	LS	8,020.00	8,020.00	8,830.00	8,830.00		-
A-26	CEMENT CONCRETE TRAFFIC CURB & GUTTER	803.00	LF	65.00	52,195.00	68.25	54,804.75		-
A-27	CEMENT CONCRETE TRAFFIC CURB	72.00	LF	80.00	5,760.00	68.25	4,914.00		-
A-28	CEMENT CONCRETE SIDEWALK OR PRIVATE DRIVEWAY (4" CONCRETE)	362.00	SY	125.00	45,250.00	122.25	44,254.50		-
A-29	CEMENT CONCRETE SIDEWALK FOR ADA RAMP (6" CONCRETE)	167.00	SY	325.00	54,275.00	444.00	74,148.00		-
A-30	DETECTABLE WARNING SURFACE	284.00	SF	30.00	8,520.00	33.00	9,372.00		-
A-31	CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE CITY (6" CONCRETE)	397.00	SY	115.00	45,655.00	122.00	48,434.00		-

				GRANITE CONSTRUCTION CO RICHLAND, WA		CENTRAL PAVING, LLC ELLENSBURG, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID - cont.								
A-32	SAWCUTTING CEMENT CONC. CURB	514.00	LF	10.50	5,397.00	3.30	1,696.20		-
A-33	CEMENT CONCRETE PEDESTRIAN CURB, 6 IN. HIGH	260.00	LF	30.00	7,800.00	78.75	20,475.00		-
A-34	CEMENT CONCRETE PEDESTRIAN WALL, 6 IN. to 12 IN. HIGH	39.00	LF	30.00	1,170.00	83.00	3,237.00		-
A-35	VALLEY GUTTER	15.00	LF	60.00	900.00	83.00	1,245.00		-
A-36	DRIVEWAY ASPHALT PATCHING (2 IN. HMA AND 4 IN. CSTC)	240.00	SY	52.00	12,480.00	133.70	32,088.00		-
A-37	ASPHALT PATCHING (2 IN. HMA AND 10 IN. CSTC)	194.00	SY	62.50	12,125.00	30.00	5,820.00		-
A-38	MONUMENT CASE, COVER & PIPE	8.00	EA	1,000.00	8,000.00	715.00	5,720.00		-
A-39	ADJUST OTHER CASTINGS (INCL. J-BOX)	5.00	EA	550.00	2,750.00	605.00	3,025.00		-
A-40	ADJUST VALVE BOX	31.00	EA	935.00	28,985.00	495.00	15,345.00		-
A-41	ADJUST MANHOLE LID	11.00	EA	700.00	7,700.00	688.00	7,568.00		-
A-42	REPLACE AND ADJUST MANHOLE LID (SEWER OR STORM)	2.00	EA	1,400.00	2,800.00	1,540.00	3,080.00		-
A-43	REPLACE CATCH BASIN FRAME & GRATE	2.00	EA	1,200.00	2,400.00	1,430.00	2,860.00		-
A-44	REGROUT EXST CATCH BASIN	4.00	EA	500.00	2,000.00	413.00	1,652.00		-
A-45	CATCH BASIN TYPE CITY	3.00	EA	3,000.00	9,000.00	1,325.00	3,975.00		-
A-46	MANHOLE 60 IN. DIAM. - CITY STORM (CAST-IN-PLACE)	2.00	EA	15,500.00	31,000.00	8,400.00	16,800.00		-
A-47	SOLID WALL PVC STORM PIPE 12 IN. DIAM.	38.00	LF	165.00	6,270.00	220.00	8,360.00		-
A-48	TRENCH SAFETY	38.00	LF	25.00	950.00	45.00	1,710.00		-
A-49	IMPORTED PIPE ZONE BEDDING	38.00	LF	30.00	1,140.00	33.00	1,254.00		-
A-50	IMPORTED PIPE TRENCH BACKFILL	38.00	LF	30.00	1,140.00	52.00	1,976.00		-
A-51	UTILITY CROSSINGS MARKED AND UNMARKED	10.00	EA	1,775.00	17,750.00	725.00	7,250.00		-
A-52	CONNECTION TO DRAINAGE STRUCTURE	3.00	EA	1,500.00	4,500.00	1,715.00	5,145.00		-
A-53	ILLUMINATION SYSTEM COMPLETE	1.00	LS	304,000.00	304,000.00	317,050.00	317,050.00		-
A-54	REMOVAL OF EXISTING STREETLIGHT OR POWER POLE	22.00	EA	345.00	7,590.00	380.00	8,360.00		-
A-55	RRFB SYSTEM AT CATSKILL, UNDERGROUND ONLY	1.00	LS	28,100.00	28,100.00	31,000.00	31,000.00		-
A-56	RRFB SYSTEM UPGRADES AT CHIEF JO, COMPLETE	1.00	LS	25,780.00	25,780.00	28,360.00	28,360.00		-
A-57	SCHOOL BEACON SYSTEM, COMPLETE	1.00	LS	15,850.00	15,850.00	17,500.00	17,500.00		-
SCHEDULE A - BASE BID SUBTOTAL					\$1,686,380.25	\$1,772,414.65	\$0.00		
0% SALES TAX					-	-	-		
SCHEDULE A - BASE BID TOTAL					\$1,686,380.25	\$1,772,414.65	\$0.00		

				GRANITE CONSTRUCTION CO RICHLAND, WA		CENTRAL PAVING, LLC ELLENSBURG, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE B - WATER								
B-1	MOBILIZATION (THIS SCHEDULE ONLY)	1.00	LS	4,500.00	4,500.00	3,100.00	3,100.00		-
B-2	REMOVE & DISPOSE EXST FIRE HYDRANT ASSEMBLY	4.00	EA	1,100.00	4,400.00	1,985.00	7,940.00		-
B-3	FIRE HYDRANT ASSEMBLY	4.00	EA	7,750.00	31,000.00	8,575.00	34,300.00		-
	SCHEDULE B - WATER SUBTOTAL				\$39,900.00		\$45,340.00		\$0.00
	8.6% SALES TAX				3,431.40		3,899.24		-
	SCHEDULE B - WATER TOTAL				\$43,331.40		\$49,239.24		\$0.00
	SCHEDULE C - FIBER OPTICS								
C-1	MOBILIZATION (THIS SCHEDULE ONLY)	1.00	LS	12,000.00	12,000.00	15,100.00	15,100.00		-
C-2	CONDUIT, 2" PVC (FIBER)	11,018.00	LF	6.00	66,108.00	9.50	104,671.00		-
C-3	TRENCH EXVATION & BACKFILL (2' x 36")	6,638.00	LF	7.90	52,440.20	3.15	20,909.70		-
C-4	FIBER VAULT (4'x4')	8.00	EA	4,016.00	32,128.00	6,283.00	50,264.00		-
C-5	TRENCH SAFETY	6,638.00	LF	1.10	7,301.80	1.10	7,301.80		-
C-6	IMPORTED PIPE ZONE BEDDING	6,638.00	LF	2.80	18,586.40	9.75	64,720.50		-
C-7	UNDERGROUND UTILITY CROSSING - MARKED & UNMARKED	30.00	EA	340.00	10,200.00	870.00	26,100.00		-
C-8	DIG & VERIFY	10.00	EA	142.00	1,420.00	783.00	7,830.00		-
C-9	ASPHALT PATCHING (2 HMA & 10 CSTC)	2,746.00	SY	63.00	172,998.00	16.20	44,485.20		-
	SCHEDULE C - FIBER OPTICS SUBTOTAL				\$373,182.40		\$341,382.20		\$0.00
	8.6% SALES TAX				32,093.69		29,358.87		-
	SCHEDULE C - FIBER OPTICS TOTAL				\$405,276.09		\$370,741.07		\$0.00
	SCHEDULE A - BASE BID				\$1,686,380.25		\$1,772,414.65		\$0.00
	SCHEDULE B - WATER				43,331.40		49,239.24		0.00
	SCHEDULE C - FIBER OPTICS				405,276.09		370,741.07		
	GRAND TOTAL				\$2,134,987.74		\$2,192,394.96		\$0.00



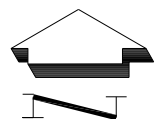
2022 OVERLAY PROJECT

(JADWIN AVE - VAN GIESEN TO COAST ST)

CONTRACT # 22-0006

VICINITY MAP

DATE: 05-06-2022
 DRAWN BY: LD
 SCALE: Not to Scale
 CAD DWG: o:\civil_projects - civil 3d\2022 overlay_saw_cp210011\01_engineering\6.0_drawings\2022 overlay_vmap





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-78, Authorizing a Third Amendment to the Consultant Agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Aeration Basin Retrofit Project

Department:
Public Works

Ordinance/Resolution Number:
2022-78

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-78, authorizing the City Manager to sign and execute a third amendment to the consultant agreement with Murraysmith, Inc. for procurement and construction support of the Wastewater Treatment Plant Aeration Basin Retrofit project.

Summary:

The City's Wastewater Treatment Plant (the "Plant") is subject to state and federal regulations to protect the environment from pollutants carried by municipal wastewater. The Plant's existing aeration basin facilities and equipment are in need of rehabilitation and repairs to ensure adequate capacity and serviceability. The 2021-2026 Capital Improvement Plan (CIP) includes a project titled Wastewater Treatment Plant Aerations Basin Improvements to accomplish the needed improvements.

On February 18, 2020, through Resolution No. 31-20, Richland City Council authorized a consultant agreement with Murraysmith, Inc. to complete the retrofit analysis and design of the Plant's aeration basin facilities. In December 2020, an amendment to the agreement was executed, extending the contract term to July 1, 2022. On July 6, 2021, a second amendment to the agreement was executed to adjust the scope, budget and schedule to accomplish additional efforts. The project is now ready to advance to construction, and a third amendment to the agreement with Murraysmith, Inc. is needed to secure Murraysmith, Inc.'s services for procurement (bidding) and construction management.

A contract amendment has been negotiated that will provide the City with the necessary consulting services from Murraysmith, Inc. at a good value.

Staff recommends adoption of Resolution No. 2022-78.

Fiscal Impact:

The Wastewater Treatment Plant Aeration Basin Improvements project has a current available budget of \$6,984,509. The third amendment for construction support by Murraysmith, Inc. is valued at \$399,321.

Attachments:

1. Resolution No. 2022-78
2. WWTP Aeration Basin Retrofit - Proposed Third Amendment

RESOLUTION NO. 2022-78

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A THIRD AMENDMENT TO THE CONSULTANT
AGREEMENT WITH MURRAYSMITH, INC. FOR THE
WASTEWATER TREATMENT PLANT AERATION BASIN
RETROFIT PROJECT.**

WHEREAS, the City's Wastewater Treatment Plant (the "Plant") is subject to state and federal regulations to protect the environment from pollutants carried by municipal wastewater; and

WHEREAS, the Plant's existing aeration basin facilities and equipment are in need of rehabilitation and repairs to ensure adequate capacity and serviceability; and

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Plant Aeration Basin Improvements; and

WHEREAS, on February 18, 2020, through Resolution No. 31-20, Richland City Council authorized a consultant agreement with Murraysmith, Inc. to complete the retrofit analysis and design for the Plant's aeration basin facilities; and

WHEREAS, in December of 2020, an amendment to the agreement was administratively executed to extend the contract term to July 1, 2022; and

WHEREAS, on July 6, 2021, through Resolution No. 81-21, Richland City Council authorized a second amendment to the agreement to adjust the scope, budget and schedule to accomplish additional efforts; and

WHEREAS, the Project is now ready to advance to construction; and

WHEREAS, the City's best interests are served by retaining Murraysmith, Inc. to support the bidding and construction phases of the Project; and

WHEREAS, a third amendment has been negotiated with Murraysmith, Inc. to provide the City with consulting services for bidding and construction phases of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a third amendment to the consultant agreement with Murraysmith, Inc. for the purpose of supporting the bid process and construction oversight for the Wastewater Treatment Plant Aeration Basin Retrofit Project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH MURRAYSMITH, INC
CONTRACT NO. 39-20**

AMENDMENT NO. 3

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 39-20, related to **WWTF Aeration Basin Retrofit**. The Agreement was fully executed on **2/28/2020**. The expiration date of the Agreement is **7/1/2022**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 39-20 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A**, which is hereby incorporated into Contract No. 39-20.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$399,321.00. The new contract value is now \$1,048,346.00.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **12/31/2024**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

Murraysmith, Inc

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney

AMENDMENT # 3 - SCOPE OF WORK WWTP AERATION BASIN RETROFIT CITY OF RICHLAND, WA

Background

Murraysmith (Consultant) designed the Richland WWTP Aeration Basin Retrofit project (Project) which was approved by the Washington State Department of Ecology (Ecology) on March 30, 2022. Before advertising this work for general contractor bidding, the City requested that the front-end bid and contract documents be changed to an alternate format. This amendment has been developed to adjust the existing scope and associated budget to account for the additional work required to modify the front-end bid and contract documents as well as support the City through the bidding and construction phases of the Project.

The work program described herein assumes that the City of Richland (City) will lead, manage, and oversee the bidding and construction phase. Consultant will have an active role as the Engineer of Record in assisting the City to oversee and manage the bidding and construction of the Project as described in the following Scope of Services.

Scope of Services

Task 1 - Project Management

The objective of the Project Management task is to manage and monitor the status of the Consultant team's work. This task includes project invoicing and budget status tracking, updates to the Project Management Plan, general communications and coordination with the Consultant's design team and The City, and other general administrative and project management activities.

Activities

Invoices/Progress Reports

The project will be managed to maintain the scope, schedule, and budget. At a minimum, updates on project budget will be provided as part of the monthly invoicing process. Monthly invoices will include expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly progress reports will accompany each invoice and include budget status (percent spent and budget remaining), summary of work accomplished, work anticipated in the next invoice, issues encountered and actions taken for their resolution or that still require project team action, and discussion of identified potential impacts to scope, budget, or schedule.

City and Team Coordination

This task includes communications and coordination with The City and Design Engineers during construction not specifically called out in other tasks. This task is estimated on average of one (1) hour of effort each week during the Project Duration. Hannah Carpenter will be the primary point of contact for the City and the Contractor and will lead and oversee project communications throughout the duration of the Project, lead meetings and discussions, keep the City up to date on project issues and details and make sure the City's input is incorporated. As principal in charge, Craig Anderson will support Hannah and be a secondary point of contact due to the scale and complexity of the Project.

Deliverables

- Monthly invoice and progress report (PDF electronic format)

Assumptions

- Project duration is anticipated to be no more than 20 months; therefore, it is assumed that there will be up to 20 progress payments/status reports.

Task 2 – Front-End Document Modification

The Contract Manual that was prepared and sent to both the City and Ecology for review was organized into the following sections per the design scope of work – Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings. The 2018 Engineering Joint Contract Documents were used as the basis of the Bidding Requirements, Contract Forms, and Conditions of the Contract sections. In preparing to put the project out to bid, the City requested that the Contract Manual be modified to include a different set of “front-end” documents and be organized into different sections – Conditions of the Contract, Exhibits, and Attachments (technical specification and drawings)

This task covers the work required to coordinate with the City on the proposed changes, review the proposed changes and associated new documents, make modifications to both City and existing documents, and assemble a new Contract Manual for bidding.

Deliverables

- Revised Contract Manual (PDF electronic format) for City use in Bidding.

Assumptions

- The general conditions and other documents provided by the City represent the City's desired insurance coverages/limits and overall contract conditions.

Task 3 – Bid Phase Assistance

The aim of this task is to provide the following services to support the City staff during their bidding and contracting with the lowest responsive and responsible bidder.

Activities:

Pre-Bid Meeting

Review and provide comments on an advance copy of the City's draft meeting agenda, attend the Pre-Bid Meeting (one Consultant staff member only), answer general questions, and assist the City in documenting questions/items that need to be addressed in an addendum.

Alternate Equipment Review

The project includes equipment and materials that have been specifically designed around and/or have important attributes that are desired on this project. Review and approval of any proposed equals or substitutes for these items are required by the Contract Manual prior to bid opening. This task is for the Consultant to assist the City with the review of any alternate requests submitted by potential Bidders.

Process Control Descriptions

Consultant will develop general process control descriptions (PCDs) that will be issued during the bid for use by the General Contractor's programming consultant. The PCDs will summarize the intended operation of unit processes/systems included in the Aeration Basin Retrofit Project.

The General Contractor's programmer will be responsible for not only controlling the new equipment as required, but also to remove or alter the logic for equipment that is being replaced or removed and integrate the new equipment into the overall plant process. Additional coordination between the design engineer and the General Contractor's programmer to finalize programming and system integration details during construction are anticipated and will be covered in a subsequent scope of work.

Responses to Bidder Inquiries and Addenda

Assist the City with responses to Bidder inquiries and questions. Questions and inquiries that require clarification to all Bidders will be issued via Addenda prepared by Consultant for City review and use. This work may also include the development of any addenda to cover minor comments received by the City, Ecology, or others that are received after the development of the Contract Manual are complete.

Bid Evaluation Support

Conduct a review of bids received that includes at a minimum a review of the selected major equipment manufacturers, a review of the supplemental responsibility criteria provided by the two lowest responsive bidders, documentation of findings, and discussion with the City.

Assumptions

1. All deliverables described in the subtasks will be provided in either PDF format.
2. City will lead all meetings, receive bid questions, issue addenda, and lead the Bidding Phase with Consultant on-call support as described above.
3. Changes made via addenda will include fully modified versions of drawing sheet(s), specification section(s) or page(s) with formatting (cloud and italics) to identify the changes. While excluded from this scope of work, this effort is done not only to make the changes easier to understand but to aid in the development of a conformed set of documents after bidding, if desired.
4. Consultant will not perform the following bid review support items - summary of the monetary bid from each bidder, a review of required bid materials (e.g., bid bond, listed subcontractors, acknowledgement of addenda, etc.), and preparation of a Recommendation of Award.

Task 4 – Construction Phase Assistance

The intent of this task is to provide the following services to support City staff during the construction of the Project.

Activities

Pre-Construction and Weekly Construction Meetings

Attend Preconstruction Conference to answer questions regarding the contract documents by one (1) staff member and weekly construction meetings with the City and the general contractor during active phases of construction and when requested by the City. The City and the Contractor will prepare agenda, make invitations, conduct the meetings as defined in the Project's Contract Manual, and distribute minutes to all attendees.

Budget assumes that Consultant will attend and participate in weekly construction meetings remotely, unless onsite for other tasks. Up to 60 weekly meetings attended an average of one and a half (1.5) staff is assumed. Each meeting is estimated to last one (1) hour and require an additional half (0.5) hour of follow-on work. The budget estimate is reduced by 15 percent to account for potential efficiency of meetings that occur in conjunction with onsite meetings and other tasks.

Coordination Meetings

There are two (2) major construction periods associated with the Project. Consultant will prepare for and attend construction coordination meeting, as needed, with the City and Contractor independent of the Start-Up Assistance tasked separately. Up to two (2) onsite meetings with involvement from an average of three (3) of the Consultant's design team staff is estimated for this task. The first meeting is assumed to cover aeration basin 2, blower building construction, and associated electrical and instrumentation improvements. The second meeting is assumed to cover aeration basin 1 rehabilitation and remaining blower mechanical, electrical, and instrumentation modifications.

Schedules and Progress Payments

The City shall receive, review, monitor, and determine the acceptability of any and all schedules and monthly progress payments that Contractor is required to submit. Consultant shall assist the City by providing a secondary review of up to:

- Two (2) overall Progress Schedules iterations (including schedule of submittals)
- Two (2) Schedules of Values iterations
- Up to 16 hours of on-call assistance with Schedules and Progress Payment Requests

Visits to Site and Observation of Construction

In connection with observations of Contractor's work while it is in progress, Consultant will make visits to the site and attend Project status meetings at intervals appropriate to the various stages of construction. For budgeting purposes, a site visit roughly once every three (3) months on average is assumed for the observation of the progress and quality of Contractor's executed work by the Consultant. Up to 6 site visits attended by an average of one and a half (1.5) staff is estimated for this task with 8 hours of time spent per visit, discussions with City, and miscellaneous follow-up that may be needed.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress, but rather are to be limited to spot checking and similar methods of general observation of the work.

Additionally, budget includes an average of one (1) hour per week during the 78 weeks of the project for the Consultant to review field inspection reports prepared by the City.

Clarifications and Interpretations - Request for Information, etc..

Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. To ensure design intent

is followed, Consultant will review and respond to up to 60 Requests for Information (RFIs) or other informal information requests at an assumed average of 3 hours per request.

Change Orders, Change Proposal Requests, Field Orders, and Work Change Directives

Review and/or generate Change Orders, Change Proposal Requests, Field Orders, and Work Change Directives, as required.

Consultant will assist in the review and processing of up to a total 25 Change Orders, Change Proposal Requests, Field Orders, and Work Change Directives before substantial completion and one (1) before final completion. Actual preparation and processing response time may vary depending upon the complexity of the Change Order, Change Proposal Request, Field Order, or Work Change Directive. It is estimated that, on average, it will take eight (8) hours of effort for each.

Submittals, Shop Drawings and Samples

Review and assign an action response in respect to Submittals, Shop Drawings and Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and action taken will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant will process up to 80 initial submittal reviews with up to 40 additional resubmittals with an average of four (4) hours per submittal and two (2) hours per resubmittal.

Start-Up Assistance

Observe and provide technical assistance during the functional testing and startup of the Project. This will include two (2) phases of start-up (one for each aeration basin retrofit) attended by an average of up three (3) staff with an assumed 16 hours of effort each.

Operation and Maintenance Manual

Approved equipment operation and maintenance (O&M) manuals and other product literature will be provided by Contractor via the submittal process prior to any startup activities. Consultant will prepare draft WWTP O&M documents for the Project prior to the partial utilization of the Project (Aeration Basin 2) as required by Ecology. This document will be finalized during construction to become the final O&M manual.

To further support the start-up and operation of the new facilities, the Consultant will prepare and lead a new facilities operations overview presentation with the WWTP operators prior to the initial startup and partial utilization of Aeration Basin 2.

Consultant will augment and modify the City's existing O&M manual as needed to incorporate the changes made to the facility. No modifications to the format or sections of the existing O&M

Manual not modified by this project will be made. Consultant will revise the manual based on one (1) round of comments received from Ecology and City operations staff.

Consultant will provide the Partial Utilization O&M Manual and the final O&M Manual in electronic PDF file format only.

Substantial Completion

After notice from Contractor that they consider aeration basin 2 and other necessary systems ready for utilization for its intended use; Consultant shall participate in a partial utilization inspection with the City to determine if the work is ready for use by the City. Consultant will assist the City in developing a partial utilization/substantial completion punch list.

After notice from Contractor that they consider the entire work ready for its intended use, in company with The City and Contractor; Consultant shall participate in an overall project substantial completion inspection to determine if the work is substantially complete. Consultant will assist the City in developing a project completion punch list.

Consultant will provide one (1) Partial Utilization inspection and one (1) Total Project inspection. Each inspection is assumed to involve up to four (4) staff with 12-hours of effort each on average.

Final Notice of Acceptability of the Work

In company with the City, Consultant shall conduct a final inspection to determine if the completed work of Contractor is acceptable to the best of Consultant's knowledge, information, and belief based on the extent of the services provided by Consultant under this Agreement. Based on the results of this inspection, Consultant will work with the City to develop a final punch list. The City shall be responsible for final approval as needed by the permitting authorities (e.g. – Building Department and Ecology's Declaration of Construction Completion) as well as reviewing documents such as warranties, bonds, certificates, release of liens or other documents required for the Contractor to obtain final payment.

Consultant shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents and any acts or omissions of any Contractor, subcontractors, suppliers, or other individuals or entities performing or furnishing any of the work.

Budget assumes site visit with one (1) staff member and office design staff support as needed to develop a final punch list. Up to 20 man-hours of time is assumed.

Record Drawings

Consultant shall prepare record drawings based on information provided by Contractor and The City. The level of effort will depend on the quality, clarity, and extent of record drawing information provided but is assumed to require no more than one (1) hour per sheet for modifications. Record drawings will be delivered to the City in electronic pdf format only.

Assumptions

- The City will provide staff for the administration, inspection, and management of the Contractor's work, associated project paperwork, and ensure that proper coordination efforts are in place between the Consultant, the City's field staff, the Contractor, and City operations staff.
- The City shall perform the following tasks during the construction phase of the Project:
 - Act as the Project lead and liaison between the City, Contractor, and Consultant.
 - Receive, store, track, monitor/report status, and distribute Project submittals.
 - Pay for, manage, conduct, compile, document, and review special inspections including distribution to Consultant. The City shall conduct or cause to be conducted all material sampling, laboratory tests, and field and environmental quality assurance tests at frequencies as required in the Contract Documents.
 - Coordinate with Consultant and lead the processing and tracking of RFIs, design interpretations, and/or change orders. Receive Consultant's recommendations and prepare documents based on input from Consultant.
 - Coordinate with the Consultant as needed to authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - Lead negotiations with Contractor on change orders with input from Consultant and prepare and execute final change order documentation.
 - Coordinate with the Consultant regarding disapproval or rejection of work believed to be defective, or that The City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - Lead and manage any required dispute resolution processes and seek advice from Consultant as needed.
 - Provide a copy of the existing WWTP O&M Manual in its entirety in an easily editable electronic file format (e.g. - MS Word and AutoCAD).
 - Review, approve and process Contractor's monthly progress payment requests and associated Public Work prevailing wage documents.

- Prepare and issue substantial completion notices and final punch list based on coordination and consultation with Consultant.
- Prepare and issue final close-out documents based on coordination and consultation with Consultant.
- Consultant shall not, during visits to the site or as a result of the observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the site, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

Budget

Due to the variability and unknown nature of the work required, the work covered under this scope of work will be billed on a time and materials basis at the billing rates for personnel working directly on the project, which will be made at the Consultant's current Hourly Rates, plus Direct Expenses incurred. The budgets by task are rough estimates only and may need to be modified if the aggregate work required exceeds that estimated.

The overall budget estimate breakdown for this work is outlined in the table below. Consultant will manage the work identified to the total authorized budget amount which shall not be exceeded without prior written authorization from the City. When any budget increase is approved by the City, Consultant's excess costs expended prior to such an increase for work will be allowable to the same extent as if such costs had been incurred after the approved increase.

Task	Amount
Task 1 - Project Management	\$24,475
Task 2 – Front-End Modification	\$9,040
Task 3 – Bid-Phase Assistance	\$30,699
Task 4 – Construction Phase Assistance	\$335,107
TOTAL	\$399,321

Project Schedule

Consultant will make every effort to complete the work in a timely manner; however, it is agreed that consultant cannot be responsible for delays occasioned by factors beyond its control, nor by factors that could not reasonably have been foreseen at the time this scope was executed.

DRAFT

WWTP Aeration Basin Retrofit - Bidding and Construction Support
City of Richland, WA
PROPOSED FEE ESTIMATE

Staff Name																
	Principal Engineer V	Principal Engineer III	Professional Engineer IX	Professional Engineer V	Engineering Designer VI	Engineering Designer III	Administrative II	Hours	Labor	Subconsultants			Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	Anderson	Zhang	Brown	CarpenterH	Blacketter	Burrows	Thurston			PSE - Structural	Industrial Systmes - E&IC	Architects West - Arch				
Task 1 - PROJECT MANAGEMENT																
Invoices/Progress Reports	10			20			10	40	\$ 7,380				\$ -	\$ -	\$ -	\$ 7,380
City and Team Coordination	20			65				85	\$ 17,095				\$ -	\$ -	\$ -	\$ 17,095
Task 1 Subtotal	30	0	0	85	0	0	10	125	\$ 24,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,475
Task 2 - FRONT-END MODIFICATION																
Review of City's Proposed Modifications	8			4				12	\$ 2,900				\$ -	\$ -	\$ -	\$ 2,900
Updated Version of Front-End Documents	8			4				12	\$ 2,900				\$ -	\$ -	\$ -	\$ 2,900
Contract Manual Reorganization and Finalization	4			12				16	\$ 3,240				\$ -	\$ -	\$ -	\$ 3,240
Task 2 Subtotal	20	0	0	20	0	0	0	40	\$ 9,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,040
Task 3 - BID PHASE ASSISTANCE																
Pre-Bid Meeting	8							8	\$ 2,184				\$ -	\$ 501	\$ -	\$ 2,685
Alternate Equipment Review	4	4		8				16	\$ 3,528	\$ 250	\$ 1,500	\$ 250	\$ 2,200	\$ -	\$ -	\$ 5,728
Process Control Descriptions	4	8						12	\$ 3,100		\$ 3,000		\$ 3,300	\$ -	\$ -	\$ 6,400
Response to Bidder Inquiries and Addenda	4	4	4	16	16		4	48	\$ 9,220	\$ 1,000	\$ 2,000	\$ 500	\$ 3,850	\$ -	\$ 288	\$ 13,358
Bid Evaluation Support	2			8				10	\$ 1,978		\$ 500		\$ 550	\$ -	\$ -	\$ 2,528
Task 3 Subtotal	22	16	4	32	16	0	4	94	\$ 20,010	\$ 1,250	\$ 7,000	\$ 750	\$ 9,900	\$ 501	\$ 288	\$ 30,699
Task 4 - CONSTRUCTION PHASE SERVICES																
Pre-Construction and Weekly Construction Meetings	24			70				94	\$ 19,082	\$ 1,500	\$ 3,000	\$ 350	\$ 5,335	\$ 501	\$ -	\$ 24,918
Coordination Meetings	16	8		24				48	\$ 10,672	\$ 1,000	\$ 3,000	\$ 500	\$ 4,950	\$ 3,006	\$ -	\$ 18,628
Schedules	4			16				20	\$ 3,956	\$ 150	\$ 1,250	\$ 150	\$ 1,705	\$ -	\$ -	\$ 5,661
Visits to Site and Observation of Construction	48	8	8	60				124	\$ 27,628	\$ 1,000	\$ 3,250	\$ 350	\$ 5,060	\$ 3,006	\$ -	\$ 35,694
Clarifications and Interpretations - RFIs, etc...	20	8	8	48	8	24		116	\$ 23,244	\$ 3,000	\$ 7,500	\$ 1,000	\$ 12,650	\$ -	\$ -	\$ 35,894
Change Orders, CPRs, FOs, and WCDs	20	8	8	60	20	24		140	\$ 27,600	\$ 3,000	\$ 8,000	\$ 1,250	\$ 13,475	\$ -	\$ -	\$ 41,075
Submittals, Shop Drawings, and Samples	32	24	8	104		80	16	264	\$ 49,984	\$ 6,000	\$ 15,500	\$ 3,000	\$ 26,950	\$ -	\$ 144	\$ 77,078
Start-Up Assistance	24	8		32				64	\$ 14,288	\$ 200	\$ 5,000	\$ 500	\$ 6,270	\$ 3,006	\$ -	\$ 23,564
Operation and Maintenance Manual	16	8		40	16		8	88	\$ 17,336	\$ -	\$ 4,000	\$ 500	\$ 4,950	\$ -	\$ -	\$ 22,286
Substantial Completion	16	8	2	32				58	\$ 12,548	\$ 2,000	\$ 4,000	\$ 750	\$ 7,425	\$ 4,008	\$ -	\$ 23,981
Final Notice of Acceptability of Work	8			8				16	\$ 3,616	\$ 150	\$ 500	\$ 150	\$ 880	\$ 501	\$ 288	\$ 5,285
Record Drawings	4			32	32			68	\$ 12,708	\$ 2,250	\$ 4,500	\$ 500	\$ 7,975	\$ -	\$ -	\$ 20,683
Task 4 Subtotal	232	80	34	526	76	128	24	1100	\$ 222,662	\$ 20,250	\$ 59,500	\$ 9,000	\$ 97,625	\$ 14,028	\$ 792	\$ 335,107
TOTAL - ALL TASKS	304	96	38	663	92	128	38	1359	\$ 276,187	\$ 21,500	\$ 66,500	\$ 9,750	\$ 107,525	\$ 14,529	\$ 1,080	\$ 399,321



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-79, Authorizing an Agreement with Transpo Group USA, Inc. for Design of the Downtown Connectivity Project

Department:
Public Works

Ordinance/Resolution Number:
2022-79

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-79, authorizing the City Manager to sign and execute an agreement with Transpo Group USA, Inc. for design of the Downtown Connectivity project.

Summary:

The City's Transportation Improvement Program (TIP) and the 2022-2027 Capital Improvement Plan (CIP) include the Downtown Connectivity Improvements project (the "Project"). The Project will benefit significantly from hiring high-quality professional design services because of the specialized features proposed in the Downtown Connectivity Project. Further, beginning the Project design work will improve the City's chances of attracting grant funds to support construction.

The City issued a request for qualifications (REQ) to solicit professional engineering services for design of the Project. On March 25, 2022, the City received three (3) responses to the RFQ solicitation. After review and scoring, Transpo Group USA, Inc. was selected as the best qualified firm to provide these services.

A consultant agreement scope and fee has been negotiated with Transpo Group USA, Inc. that provides good value to the City. The negotiated consultant agreement will advance the Project design to the sixty percent (60%) completion level. This level of design will favorably position the Project for construction funding grant applications, while leaving some final detailed design work to be completed after grant funds are secured.

The City's best interests are served by advancing the Project design using the services of Transpo Group USA, Inc.

Staff recommends adoption of Resolution No. 2022-79.

Fiscal Impact: \$591,597 is currently available in the Downtown Connectivity improvements project budget. The proposed agreement for design is valued at \$497,409.

Attachments:

1. Resolution No. 2022-79
2. Proposed Agreement with Transpo Group USA, Inc.

RESOLUTION NO. 2022-79

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH TRANSPRO
GROUP FOR DESIGN OF THE DOWNTOWN CONNECTIVITY
IMPROVEMENTS PROJECT.**

WHEREAS, the City's Transportation Improvement Program (TIP) and the 2022-2027 Capital Improvement Plan (CIP) both include a project entitled the Downtown Connectivity Improvements Project (the "Project"); and

WHEREAS, the Project will benefit significantly from hiring high-quality professional design services because of the specialized features proposed in the Project; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit the services of a professional design firm; and

WHEREAS, the City received three (3) responses to the RFQ; and

WHEREAS, Transpo Group USA, Inc. was selected as the most qualified vendor to provide the Project design services; and

WHEREAS, a reasonable scope of work and budget have been negotiated with Transpro Group USA, Inc.

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 Transpo Group USA, Inc. for design of the Downtown Connectivity Improvements Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

DOWNTOWN CONNECTIVITY DESIGN

This Agreement is entered into this _____ day of June, 2022 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Transpo Group USA, Inc** ("**Consultant**"), a Washington for-profit corporation with service at 12131 113th Avenue NE, Suite 203, Kirkland, 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. 22-0021 proposal response submitted by Consultant dated March 25, 2022.
 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 December 31, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 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 **Four Hundred Ninety-Seven Thousand, Four Hundred and Nine Dollars (\$497,409.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Brett Schock
Name of Firm: Transpo Group
Address: 12131 113th Avenue NE, Suite 203
Address: Kirkland, WA 98034
Email: Brett.schock@transpogroup.com
Phone Number: 425-896-5229
Fax Number:

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

DRAFT

EXHIBIT A

DRAFT Scope of Work

Client Name:	City of Richland	
Project Name:	Downtown Connectivity Design (22-0021)	
Exhibit Dated:	May 16, 2022	TG: 1.22100.00

Scope of Services

Transpo Group USA, Inc. (Consultant) will provide engineering services to the City of Richland (City) for the design of streetscape, bicycle and pedestrian improvements, including sidewalks and shared use paths, curb line adjustments, pavement markings, signage, curb ramps, medians, and traffic signal modification in the City of Richland, Washington. These improvements are part of the City's Downtown Connectivity project, reimagining the George Washington Way and Jadwin Avenue corridors as a one-way couplet with high comfort active mode facilities.

The Consultant will lead the project and work in coordination with subconsultants, MacKay Sposito, GeoEngineers and PRR, to provide a consistent overall project design across engineering and public outreach disciplines.

The scope of work includes an alternatives analysis and design tasks up to the end of the 60% design level. Tasks and deliverables after the 60% design submittal by the Consultant will be included in a separate scope of work and amendment to be completed at a later date.

The Consultant work program is organized into the following tasks:

- Task 1. Project Management
- Task 2. Establish Project Baselines
- Task 3. Conceptual Project Design
- Task 4. Preliminary Design Plans, Specifications, and Estimates (PS&E)
- Task 5. Project Support

Project Definition

The Consultant has developed this scope with the assumption that the specific project elements identified in the RFQ are the basis of design (see attached illustrations). The following describes the key project components.

Jadwin Avenue One Way & Bike Facility

Project Limits: Jadwin Avenue from Symons Street to the intersection with George Washington Way. Approximately 6,500 linear feet.

Project Elements: Reconfigure with existing roadway, including relocating existing curbs to narrow the street, to provide three southbound lanes, on street parking, pedestrian facilities on both sides of the street and a minimum one-way bicycle facility. Improve crossings of Jadwin Avenue with pedestrian activated beacons or signals and narrowing features.

George Washington Way One Way & Bike Facility

Project Limits: George Washington Way from Symons Street to the intersection with Falley Street/Bradley Boulevard. Approximately 7,000 linear feet.

Project Elements: Reconfigure with existing roadway, including relocating existing curbs to narrow the street, to provide three northbound lanes, on street parking, pedestrian facilities on both sides of the street and a minimum one-way bicycle facility. Improve crossings of George Washington Way with pedestrian activated beacons or signals and narrowing features.

Symons Street One Way & Bike Facility

Project Limits: Symons Street from George Washington Way to the intersection with Jadwin Avenue. Approximately 800 linear feet.

Project Elements: Reconfigure with existing roadway, including relocating existing curbs to narrow the street if necessary, to provide two westbound lanes, on street parking, pedestrian facilities on both sides of the street and a minimum two-way bicycle facility. Reconfigure the intersections with George Washington Way and Jadwin Avenue.

Design Standards

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

1. Washington State Department of Transportation/American Public Works Association, "Standard Specifications for Road, Bridge, and Municipal Construction", M41-10, Current Electronic Version.
2. Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction", M21-01, Current Electronic Version.
3. Washington State Department of Transportation, "Design Manual", M22-01, Current Electronic Version.
4. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009 or current version,
5. A Policy on Geometric Design of Highways and Streets (AASHTO green book), 7th Edition, 2018.
6. NACTO Urban Street Design Guide and Urban Bikeway Design Guide, current versions
7. City of Richland Municipal Code
8. City of Richland "Public Works Standards" document – Current Version
9. Applicable provisions of the Americans with Disabilities Act, as amended; and other applicable local, State and Federal standards as required.
10. City of Richland CADD standards will be used for plan development.

Assumptions

The Consultant has developed this scope with the assumption that the project elements identified in the RFQ are the basis of design. Modifications to project elements outside of the boundaries of design, set by the concept in the City of Richland Council Resolution 98-20, may require a negotiated fee and schedule modification between the Consultant and the City. The Consultant will notify the City as soon as possible of the anticipated impact of changes to project elements on fee and schedule.

This Scope of Services assumes the following:

- Right of Way acquisition will be performed by the City. The Consultant will prepare right of way figures documenting the extent of required right of way for permanent and temporary acquisitions to support the final design. The Consultant will not provide the City with any legal descriptions for any Temporary Construction Permits or Temporary Construction Easements for any of the project corridors.
- A full width overlay of the corridor is anticipated.
- The City of Richland desires to apply stormwater quality treatment to all project areas. This will include a variety of design solutions such as bioretention boxes (LIDa Boxes), Contech pretreatment vaults, infiltration trenches with vadose zone treatment, or cartridge catch basins.

- Catch basin spacing and curb spread analysis will be performed. Design storm for catch basin spread analysis is assumed to be 10-year, 3-hour short duration storm. Spread is assumed to be allowed up to extend across the bike lane (if adjacent to curb) and 2 ft into travel lane (this is an assumed depth in the gutter of approximately 0.2 ft). Additional catch basins will be added to the project roadways and connected to the conveyance system as needed to solve spread issues.
- The project is anticipated to meet the requirements for a NEPA categorical exclusion.
- The Consultant shall prepare the special provisions and applicable amendments to the contract provisions, Divisions two through nine, as required for the improvements. The City of Richland will prepare the Division one specifications. The City of Richland will compile the final specifications for bid. The contract provisions shall be prepared in accordance with the requirements of WSDOT and the City of Richland. The Consultant will prepare special provisions for those items not covered by the standard specifications, general special provisions or amendments.
- The scope of work is intended to cover kickoff of the project, through an alternatives analysis phase, and conceptual and preliminary (60%) design. Completion of the design, including supporting tasks such as detailed survey of the middle of the project, geotechnical and environmental support, will be included in a supplemental scope.

Additional assumptions specific to each task are included where necessary.

Additional services that are not included in this scope but may be added upon receipt of written authorization and adjustment to the scope of services, fee projection and schedule include:

1. Construction inspection and support

Task 1 — Project Management

1.1 Project Coordination

The Consultant team project manager will coordinate with the City's project manager on a regular basis (weekly or bi-weekly) throughout the duration of the project. The coordination will address project scope/status, technical and policy direction, budget, schedule, and meetings with additional stakeholders. Coordination will be via video chat, telephone calls, and email, as appropriate.

The Consultant team project manager will also coordinate with subconsultants on a regular basis regarding project scope/status, project direction, budget, and schedule.

1.2 Progress Reports and Invoicing

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City.

1.3 Design Meetings

The Consultant will conduct meetings at the following project milestones with the City Project Manager. For efficiency of resource usage, all meetings are assumed to be video conferences, unless otherwise stated or arranged by mutual agreement between the City and Consultant. The Consultant shall prepare a meeting agenda for each meeting. It is assumed that the Consultant will not be required to distribute meeting minutes following each meeting. This will not preclude as-needed communication by the Consultant with the City or Subconsultants to confirm understanding of issues raised in these meetings.

1. Project Kickoff
2. Preliminary Design Review & Comment Resolution (on site meeting in Richland)
3. Arts Commission Kickoff (on site meeting in Richland)

Other design meetings may be necessary to discuss alternatives for specific project elements or provide updates on field conditions located by the Consultant and Subconsultants which may affect project

designs. Additional meetings with the City will be held via phone or video conference, to the extent possible, with the goal of minimizing expense.

Additional in-person meetings may be held at the request of the City, but may require adjustment to the scope of services, fee projection and schedule. These meetings do not preclude regular communication via email and phone between the City and the Consultant regarding project concerns and progress.

The Consultant will conduct one field visit. The field visit will coincide with either the Project Kickoff or Preliminary Design Review meeting. Other field data will be gathered by MacKay Sposito and GeoEngineers, who are located nearer to the City of Richland.

1.4 City Council Meetings

In addition to Design-focused meetings, the Consultant will support the City with the preparation of materials, including presentation slides and printable graphics for one (1) City Council Meeting during the project.

1.5 Project Schedule

The Consultant will provide a project schedule to the City and maintain the schedule with monthly updates on progress and affected milestones. The schedule will show milestone dates and events necessary to complete the plans and special provisions to complete the design of all the project improvements. An updated schedule will be submitted along with the 60 percent design plans.

The anticipated overall schedule for this project is 13 months, with a kickoff in June 2022 and an anticipated completion of the 100 percent design submittal by the end of June 2023. Revisions to extend the schedule based on the availability of grant funding for construction may be discussed with the City and the Consultant during the project.

Task 2 — Establish Project Baselines

To understand the existing conditions in the corridor, the Consultant will acquire topographical survey, geotechnical information as needed, and review previously completed studies. The Consultant will work closely with its subconsultants to address survey and geotechnical support elements.

2.1 Survey

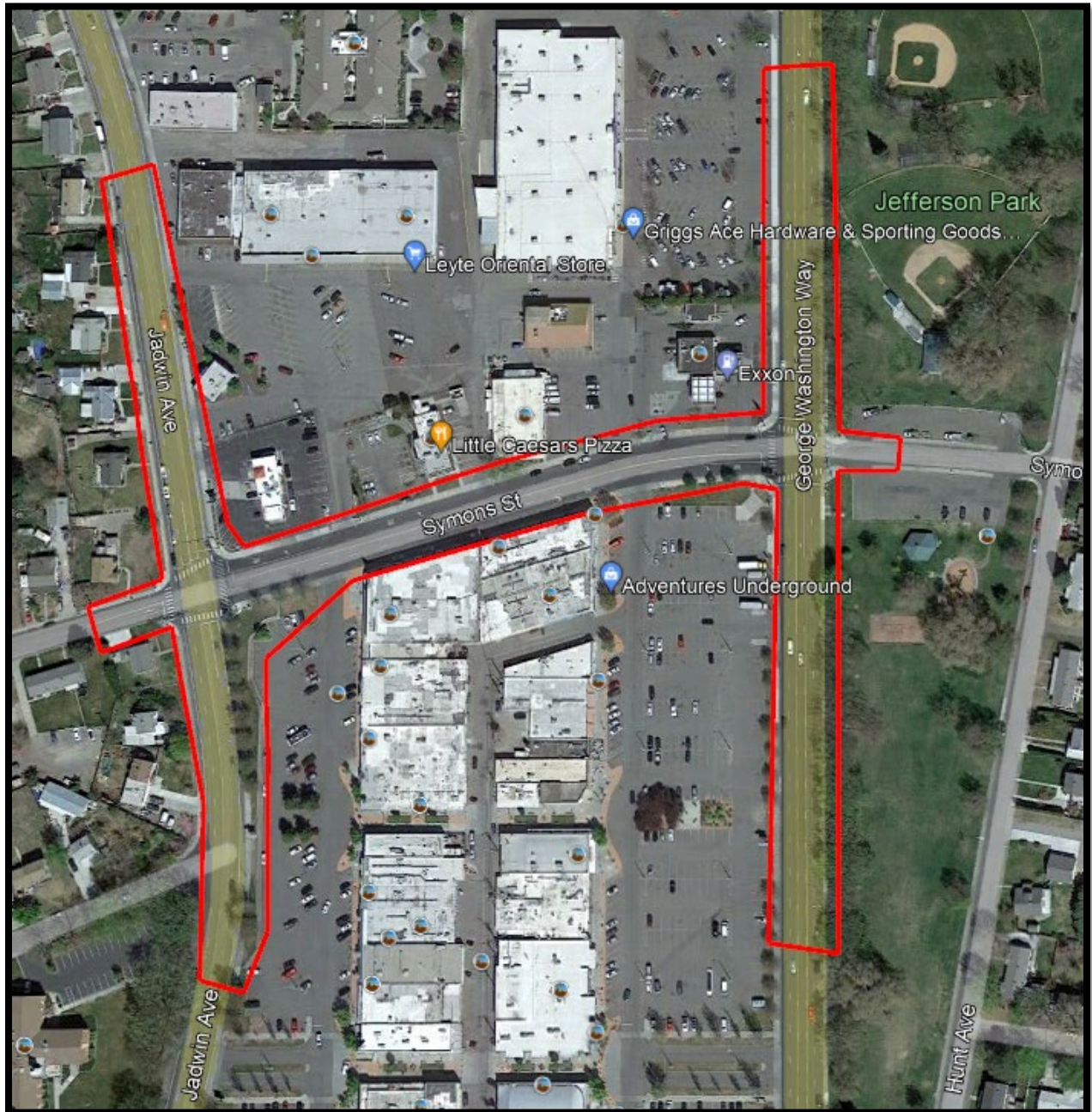
2.1.1 Establish Control

- Establish survey control for topographic survey and for UAV flight (by MacKay Sposito). Set up to 5 ground control points.
- Maintain base station during UAV flight (by MacKay Sposito)

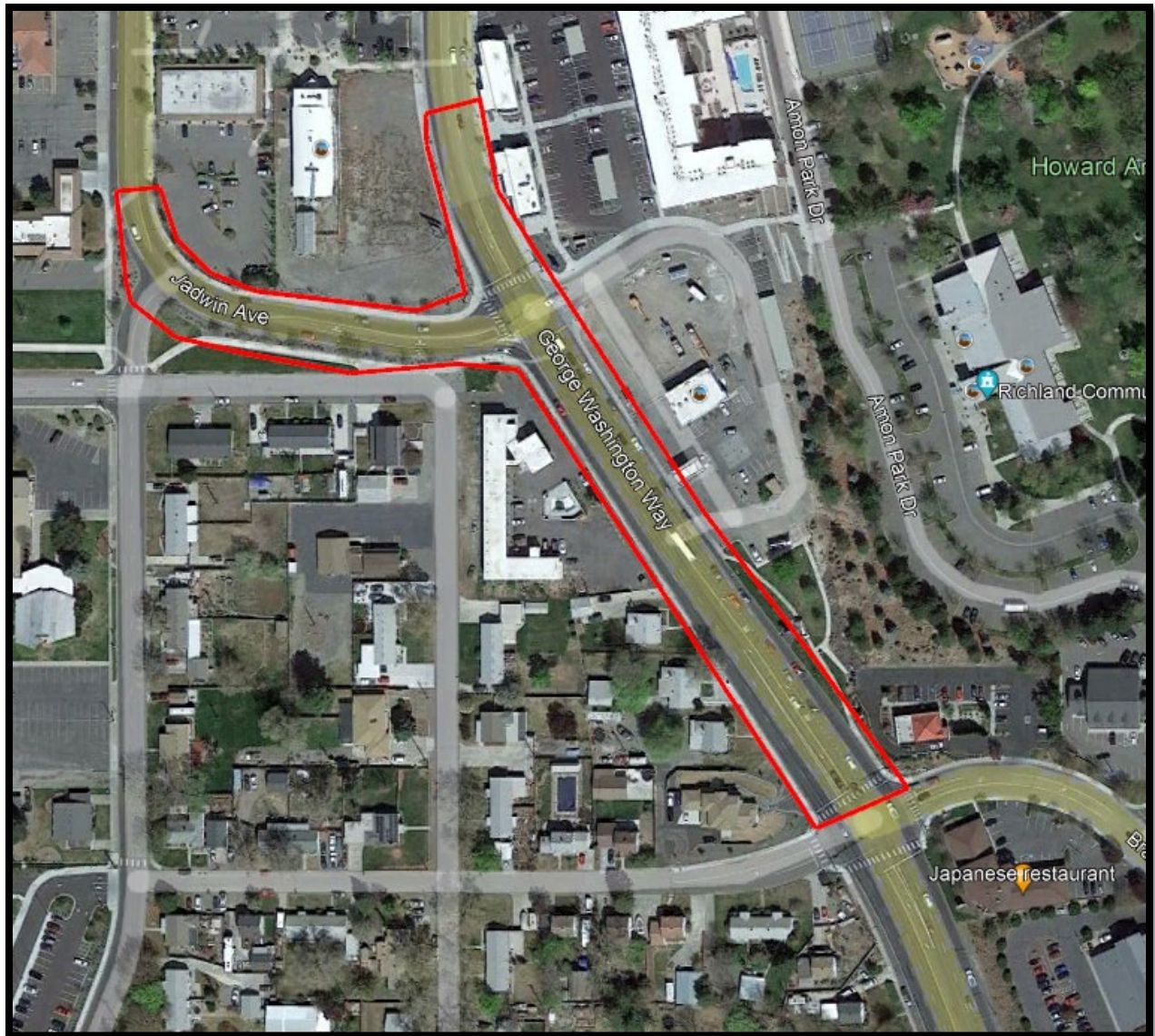
2.1.2 Field Topographic Survey and Boundary survey

- Fly entire project limits with UAV. UAV will capture planimetric data and topographic data. Accuracy is +/-0.2 ft. UAV also captures high resolution georeferenced aerial image.
- Tie existing monuments within the project limits
- Conduct field topographic survey and boundary survey southern and northern limits of the project. Ground topographic survey will be performed for the following general areas and as shown on the figures below.
 - Symons Street from 100 ft west of Jadwin Ave to 100 ft east of George Washington Way. Topographic width of Symons Street is approximately 150 ft (75 ft on each side of centerline)

- Jadwin Avenue, approximately 550 ft north and 550 ft south of Symons Street (100 ft wide topographic survey)
 - George Washington Way, approximately 550 ft north and 550 ft south of Symons Street (100 ft wide)
 - Southern end of Jadwin Ave, interaction of Jadwin Ave and George Washington Way, 500 ft of Jadwin west of GWW, and 300 ft of GWW north of Jadwin, and GWW from Jadwin to Bradley Blvd.



Northern Survey Limits



Southern Survey Limits

- Establish right of way for these portions of the project for which a full topographic survey is being obtained.
 - Right-of-way for the remainder of the project is assumed to be obtained from publicly available GIS data and will not be field verified or resolved.

Assumptions:

- The approximate location of the topographic survey is shown above. The topographic survey will include all significant features, grade breaks. Ground shots will be acquired on a 50' grid, and contours will be shown at one-foot intervals.
- All visible storm utilities will be mapped within the limits shown above. Additional storm utilities within the entire project limits, and with rim, flowline and approximate invert elevations (where available) will be captured after 60% design, when additional project section design and curblin modifications are known.
- Horizontal datum will be Washington State Plane Coordinate (NAD83/91)
- Elevations will be based on the City of Richland Vertical Datum (NAVD88)
- Client will provide title reports for properties being impacted for which Right-of-way is required.

- Detailed intersection survey would be conducted after 60% design when it is known which intersections are to be modified.
- Pre and post construction record of survey is not included in this scope of work. The pre and post construction record of survey will be evaluated after the 60% design.

Consultant Deliverables

- Survey base map for engineering design in Civil3D 2020.
- High resolution georeferenced aerial photography.
- For the portions of the project that do not have detailed ground topo (the middle of the project between Symons and the southern end of Jadwin) the UAV point cloud will be used to generate a CAD file of planimetric data such as: curbs, sidewalks, existing striping, crown, and other surface features without needing to conduct ground topographic surveys for entire project limits.
- NOTE: Utility locates will not be called in for the entire project limits, only the detailed ground topo portion of the project.

2.1.4 RIGHT-OF-WAY

2.1.4.1 Right-of-way Legal Descriptions

- As part of 60% design, prepare legal descriptions for right-of-way acquisitions based on right-of-way take drawings as needed to construct proposed improvements.
- Prepare right-of-way legal descriptions and associated exhibits for 5 properties.
- Right-of-way negotiations and document deeds are assumed to be by others.

Consultant Deliverables

- Right-of-way legal descriptions and figures in PDF and MS Word.

2.2 Conceptual Alternatives

The Consultant understands that the City would like to evaluate alternative approaches, within the boundaries of the approved couplet concept, to three areas of the project: active mode facilities, signalized intersections and roadway illumination. The evaluation of alternatives and selection of preferred alternatives is necessary prior to advancing to preliminary design in order to reduce redesign and document alternatives that were evaluated and not selected.

2.2.1 Traffic Analysis

The Consultant will review updated traffic data collected for the corridors to understand existing and future traffic operations, confirm turn lane lengths, and evaluate alternative intersection traffic control options. The traffic data will be incorporated into the City's Synchro model and adjusted accordingly to model the proposed improvements through downtown. The model will be used to confirm and evaluate various intersection control or signal timing concepts throughout the conceptual and preliminary design phases.

2.2.2 Active Mode Alternatives

The Consultant will review the previously completed Downtown Connectivity Study and the couplet concept adopted by Council Resolution 98-20 in July 2020. The Consultant will work within the concept framework in Resolution 98-20 to identify additional value-add concepts for the utility, comfort, and safety of active mode users, reduction of right of way acquisition or ease and cost of construction. The following constraints will be considered in the development of active mode alternatives:

- The number of through lanes on Jadwin Avenue, George Washington Way and Symons Street will not be changed from that presented in Council Resolution 98-20
- The design vehicle for turning movements shall be a WB-67 at the following intersections:
 - Jadwin Avenue and Symons Street

- George Washington Way and Symons Street
 - Jadwin Avenue and George Washington Way
- The design vehicle for turning movements shall be a City Bus at the following intersections:
 - Jadwin Avenue and Williams Boulevard
 - Jadwin Avenue and Knight Street
 - George Washington Way and Williams Boulevard
 - George Washington Way and Knight Street
- Favor bicycle facilities on the outside of the one-way couplet
- Maintain lane configurations on side streets as presented in Council Resolution 98-20

The Consultant will develop active mode concepts for the City to consider and help to identify a preferred active mode alternative to move into the conceptual design stage.

2.2.3 Signal Alternatives

One virtual coordination meeting is anticipated between the Consultant and the City's traffic engineer to set expectations and gather input for signals and illumination. Following the preliminary meeting, The Consultant will prepare up to two (2) alternative conceptual figures for each modified traffic signal in the project limits. The alternatives for the traffic signal design and modifications will be based on the lane configuration determined in Task 2.2.1. The Consultant will seek the selection of a preferred alternative for each signalized intersection by the City of Richland prior to advancing to the 30% design stage.

2.2.4 Illumination Alternatives

A photometric analysis using AGi 32 will be performed on George Washington Way and Jadwin Avenue within the project limits. The analysis will provide a luminaire pole layout following the current City Standard for roadway-scale luminaires, and the impact of adding pedestrian-scale lighting. An evaluation of the feasibility and benefits of providing pedestrian-scale lighting will be conducted by the Consultant team. The illumination alternatives will include upgrading of lighting at signalized intersections to increase visibility of active mode users.

Assumptions

- The City will, under a separate contract, acquire needed traffic data to support the intersection design for the project. The Consultant will provide locations for traffic data acquisition to the City prior to Notice to Proceed. The data will be provided to the Consultant by the City.
- City Traffic Engineer will review the conceptual design and provide written comments

Consultant Deliverables

- Identification of preferred alternative(s) and a summary memo of the alternatives evaluation process for three design areas:
 - Active mode facilities
 - Signalized intersections
 - Illumination

Task 3 — Conceptual Project Design

3.1 Preliminary 30% Design

With a preferred alternative identified, our team will move into the conceptual design of the project. At the 30% design level, we would be preparing plans for the City that help to solidify the key components of the project, including the urban design, intersection details, stormwater improvements, grading limits and right of way impacts, and paving and striping plans. 30% plans will also include horizontal placement of signal and illumination equipment as identified in the preferred alternative. The level of detail at the 30% design stage will include some critical dimensions, with the intent of allowing the Consultant and the City to agree

on significant project components, details of the application of the preferred alternatives at critical locations within the project limits, and discuss potential complexities caused by existing conditions.

Our team would meet with the City and any other City stakeholders, to review the 30% plans and receive feedback. At the conclusion of the 30% plans review period, the City and the Transpo team would have a mutual understanding of the look and feel of the project, the important project elements, and the impact on the corridor. Task 2 would be completed by Transpo's team responding to the City's comments and advancing the level of detail for all design elements to a 60% level. At the 60% level, a preliminary cost estimate will be prepared to support grant funding applications and give the City an idea of the final construction cost.

Stormwater Design

The following tasks would be performed for the preliminary stormwater analysis:

- Develop a stormwater solutions matrix that summarizes options, systems, and approximate infrastructure costs for a variety of solutions. Some of the options will be bio-retention LIDa boxes, pre-treatment vaults and infiltration, swales, and cartridge catch basins.
- After review by the City, determine preliminary water quality solutions for each project area. The stormwater solution will vary throughout the corridor.

Assumptions

- Consultant will base the 30% design on the preferred conceptual plans.
- Stormwater treatment will not be analyzed for non-project roadways or adjacent properties. For example, a very small segment of Jadwin Ave drains into the Uptown Shopping Center stormwater system. This Uptown Shopping Center runoff drains south and discharges to the Richland ditch. We would look at alternatives to add stormwater treatment to the Jadwin Ave runoff, but we would not evaluate or design water quality for the Uptown Shopping center.
- Preliminary analysis indicates that up to 140 LIDa boxes (3' wide x 20' long curb planter boxes) would be needed to provide treatment for the entire corridor. Based upon this number, it is unlikely that this will be a feasible solution for the entire project (because each box would require irrigation and landscaping). We have assumed that no more than 50 individual water quality systems will need to be designed.
- Traffic signal interconnect is anticipated to include conduit pathway and vaults, as needed, in the immediate vicinity of each traffic signal
- Design of fiber optic interconnect is not anticipated at the time of scoping
- 30% storm water estimate will not account for specific storm designs but cost assumptions for each solution.

Consultant Deliverables

- Preliminary design level corridor plans will include:
 - Cover sheet with vicinity map and index
 - Typical roadway sections
 - Paving plans
 - Prototypical Stormwater Solution Plans
 - Striping and signing plans
 - Pedestrian signal plans
 - Traffic signal plans and notes
 - Illumination plans and notes
- 30% Design level cost estimate
- 30% Design supporting calculations

3.2 Arts Commission Coordination

After completing a conceptual project design, the Consultant will conduct a kickoff meeting with the City of Richland's Arts Commission to obtain input and feedback on urban design and streetscape elements of the project. The Consultant will provide the Arts Commission with information on available options and

space for urban design and streetscape elements, to the extent known within the limits of the conceptual design described in Task 3.1.

Anticipated topics of feedback from the Arts Commission include, but are not limited to:

- Street lighting pole treatments
- Concrete surface treatments (stamped, colored, etc.)
- Planting and landscaping
- Curbing/barrier between active mode facilities and motor vehicle lanes

At the kickoff meeting, the Consultant will discuss opportunities to incorporate wayfinding signage, streetscaping and urban design elements and public art into the project's design. While site furnishings and signage can provide opportunities to integrate art into the urban fabric, we want to also provide opportunities for art to be added to the project as budget permits. Finding locations for future art to be installed at key locations for both corridors that can be commissioned as budgets are made available.

Assumptions

- The City will facilitate communication with the Arts Commission and arrange for a meeting time and venue, if needed for an in person or hybrid meeting.
- City Maintenance staff will be present at the meeting to provide input on City resources for long-term maintenance of proposed project enhancements
- Additional meetings and feedback will be conducted after the 60% design, and will be included in the amended scope.

Consultant Deliverables

- Exhibits depicting the preliminary design and the opportunities for input by the Arts Commission, tailored for a non-technical audience
- Participation in the Arts Commission kickoff meeting

3.3 Urban Design

3.3.1 Project Start Up

Review city provided planning documents that include but are not limited to the Waterfront Branding and Development Vision Reference Guide, creating a Civil Heart Workshop Proceedings, Swift Corridor and Civic Center Study, Stakeholder Assessment Summary Report, the Strategic Leadership Plan and other documents the City feels will help implement the vision for the corridors.

3.3.2 Kick off Meeting

Attend a kick off meeting with City staff to discussing the urban design goals and objectives, share ideas and confirm the vision for the corridors based on previous public outreach completed. This time will also be spent identifying a budget for the urban design elements, city standards, site constraints and coordination items prior to proceeding with the preliminary design. During the initial conversation it we will explore streetscapes and place making strategies to incorporate into the 30 percent design, including:

- Review existing conditions and identify what site elements will be impacted due to construction activities, such as entry monument signage, rockery, vegetation, street trees to be replaced, and that would need to be identified on demolition plans.
- Define specific opportunities to enhance pedestrian and furniture zones to help expand business use outside, provide outdoor seating, and support community events such as festivals.
- Discuss the feedback from the arts commission coordination kickoff meeting and how the feedback will be integrated into the project's urban design.
- Discuss the need and opportunities to enhance the landscaping and street trees and manage stormwater.

- Identify opportunities to incorporate plaza spaces, parklets, waiting spaces, and other unique opportunities for people to gather.
- Re-evaluate the 13 locations and information for the regional wayfinding program that we are currently completing. Provide recommendations for placement of both vehicular and park wayfinding signs that will be impacted when the road goes to a one-way couplet.
- Provide suggestions for lighting for pedestrian level lighting, up lighting of street trees, festival lighting and potentially bench lighting.
- Identify areas where tactical urbanism may be used to implement low-cost changes to the built environment.

3.3.3 Site Inventory/Analysis

The design team will then conduct a site visit to review the existing urban infrastructure conditions for George Washington Way, Jadwin Ave and Symons St. During the visit we will inventory the landscape character including health and presence of street trees, light standards, above grade utilities, ROW landscape improvements, pedestrian amenities such as site furnishings, bus stops and regulatory, wayfinding and private signage. We will also be evaluating the proposed pedestrian crossings identified in the Downtown Connectivity Study for evaluation as the design team begins evaluating materials and the types of crossings. The intent of this task is to evaluate the existing conditions, document the landscape character, identify what is missing, and provide recommendations. We will also use this information to supplement the survey data. Analysis will include a summary of our findings and recommendations for urban design improvements along the corridor.

3.3.4 Review Meeting

Meet with City staff and the project team to review our findings and recommendations identified in the inventory and analysis task. This meeting will include the review of the summary of findings and recommendations and establish a basis for design for the improvements. Budgeting will also be discussed as we may need to prioritize improvements based on the goals and objectives and what types of improvements would provide the best value for the community.

3.3.5 Preliminary Urban Design

In conjunction with the design team developing the 30% preliminary design of the roadway in task 3.1, we will use the information provided by the City, we will then initiate the preliminary design of the pedestrian amenities and landscape for the corridors.

Assumptions:

- Preliminary design will include modifications to the existing landscape and open space due to road improvements where Jadwin Ave reconnects to George Washington Way on the south side of the project and where Stevenson deviates from the existing alignment to tie into Jadwin and George Washington Way.
- Urban Design elements includes (2) prototypical intersection pedestrian crossing approaches, street tree placement where applicable, locations for parklets or other public space, future art, and locations for tactical urban design opportunities.
- A list of site furnishings that could be implemented along the corridor will be provided for city's review and approval.
- Street trees will not be required for the entire corridor as many of the blocks already have established plantings or the ROW is not wide enough to accommodate street trees.
- Plantings will focus on supporting the stormwater designs and modifications to roadways impacted due to construction.

Consultant Deliverables

- Inventory and Analysis Map
- Summary of Findings and Recommendations

- Illustrative map showing documenting our findings, constraints and opportunities
- Meeting notes
- Preliminary Landscape Concepts for the corridors and impacted areas due to road modifications.
- Preliminary Urban Design Plans for (2) two prototypical intersections and 3 street designs that can be implemented along the corridor.
- (Develop up (2) Illustrative 3D renderings that will depict the materials, layout and look of the roadway/intersections from four vantage points determined by the team and City.

Task 4 — Preliminary Design Plans, Specifications, and Estimates (PS&E)

The Consultant will prepare design plans, specifications, and estimates for 60% level of design. Further design levels will be deferred to the amended scope, following 60% design. Plan sheets will be developed at a 1"=20' full size scale that allows for approximately 500 feet per plan "window". Two plan windows will be used on sheets where feasible to reduce the total number of sheets and proposed work can be clearly and concisely conveyed to contractors. Topics may be combined on sheets, as listed or per City approval to reduce the total number of sheets in the final package.

The Consultant will submit the design plans for review by the City. The City's review will identify issues, resolve problems, recommend modifications, suggest actions required and provide direction and guidance for the next stage of design. The City will closely monitor the design plan preparation process and be responsive to communication from the Consultant to assist in avoiding substantial revision during the review process. This effort shall not alter the Consultant's responsibility for the work.

The Consultant will prepare the special provisions and applicable amendments to the contract provisions, Divisions two through nine, as required for the improvements. The City of Richland will prepare the Division one specifications. The City of Richland will compile the final specifications for bid. The contract provisions shall be prepared in accordance with the requirements of WSDOT and the City of Richland. The Consultant shall prepare special provisions for those items not covered by the standard specifications, general special provisions or amendments.

The Consultant will prepare quantity estimates and backup calculations in accordance with the WSDOT bid item descriptions. Final quantity estimates will be prepared according to WSDOT format and backup calculations for lump sum and unit price items will be provided. Quantity estimates will be used to prepare the summary of quantity sheets, and all other material required for construction. Quantities will be combined into a single bid package.

The Consultant will maintain a construction cost estimate throughout the project, updated at each design milestone. The estimate will be developed in Excel format.

All electronic materials used to generate the Bid Set Plans, Specifications and Estimate will be submitted to the City. Drawings will be submitted in PDF and AutoCAD/AutoCAD Civil 3D format. Specifications will be submitted in editable Microsoft Word format. The Estimate will be submitted in editable Microsoft Excel format.

File names for submitted plans and specification files shall follow the convention:

Date-Project#-plans-percent-status

4.1 60% Submittal

The 60% submittal will include drawings, special provisions, and the Engineer's estimate. All 30% plan submittal comments received will be incorporated into the submittal. The City will review the submittal and return a consolidated set of comments to the Consultant. The review period will last two weeks. The 60% plans will include the following sheets:

- Cover sheet with vicinity map and index
- Legend and abbreviations
- Site preparation and TESC plans and details
- Demolition plans
- Roadway sections
- Roadway paving plans
- Roadway Storm Plan and Profiles
- Roadway and ramp details
- Stormwater Details
- Striping and signing plans
- Traffic Signal Plans, notes and details
- Traffic signal pole charts (if needed)
- Pedestrian signal plans, notes and details
- Illumination plans, notes and details
- Landscaping plans
- Irrigation plans
- Streetscaping/Urban Design plans

The standard and custom design details will utilize City of Richland and WSDOT standards.

Stormwater Design

The following tasks would be performed for the 60% stormwater design:

- Finalization of project drainage basins
- Catch basin spread analysis for each roadway segment, determining required catch basins spacing for each typical project roadway slope.
- Hydrologic Analysis of tributary basins and runoff for each proposed water quality system.
- Since the project impervious area is not increasing, a hydraulic analysis of the existing conveyance system will not be performed.
- Preliminary catch basin, manholes, and structure locations, elevations, and conveyance piping.
- Detailed analysis of existing utilities and potential conflicts will be after 60% design when the existing utilities are available.

At the 60% design level, the Consultant team will work with the City to engage with the Arts Commission on contributions to the public artwork on the project. The details of the public outreach are included in Task 6.

In addition to the plans and estimate, the CONSULTANT will prepare a run list of special provisions for the traffic signal, roadway illumination and other specialized design elements to be incorporated into the project manual based on the current edition of the City's standards, and the 2022 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.

Assumptions:

- City staff will review and provide written comments
- City staff to provide boilerplate special provisions, divisions 8-20 and 9-29
- Irrigation design will be completed after the 60% submittal

Consultant Deliverables

- Comment response letter/matrix from 30% submittal.
- One electronic PDF copy of 60% Plans.
- 60% cost estimate in Excel format.
- 60% special provisions run list in Word format.

Task 5 – Project Support

The Consultant will provide ongoing project support elements that will span the design process. Support will include preliminary environmental and permitting, public outreach and grant support. Additional project support, including geotechnical investigation and final environmental and permitting will be deferred to the amended scope, following 60% design.

5.1 Environmental Permitting

The Consultant will prepare a draft initial NEPA categorical exclusion form, as the project, as a bike and pedestrian focused facility, is expected to meet the requirements for a documented categorical exclusion. The Consultant will provide responses and attachments to the form as the design completeness outlined in Tasks 3 and 4 allows. No mitigation is expected for the project.

The Consultant will lead in establishing an environmental kickoff for the project with WSDOT, assuming federal funding is identified and secured through grants and a NEPA is required. The Consultant will provide WSDOT with the draft form and attachments and gather feedback from WSDOT on critical permitting timelines, tasks and documentation needed for the project.

Preparation of final documentation, further meetings with WSDOT and submittal of the final NEPA forms for the project will be deferred to the amended scope, following 60% design.

Assumptions:

- The project will be federally funded.
- The project will meet the requirements for a NEPA documented categorical exclusion.
- No mitigation design is included in the scope or fee

Consultant Deliverables

- Draft NEPA Categorical Exclusion documentation
- Leading WSDOT environmental kickoff meeting

5.2 Public Outreach

The Consultant will develop a public outreach program that will span the entire design. Some elements of the public outreach program will be included in the supplemental scope, after the 60% design level. Coordination with the City of Richland's Arts Commission is not included in this task and is described in Task 3.2. Our proposed strategies and tactics for public outreach will center on meeting people where they are, with a focus on diversity, equity, and inclusion.

5.2.1 Affected Properties Feedback

Directly affected properties within the project limits will be provided with an opportunity to have feedback on the project after the design alternatives are completed (Task 2.2). The feedback will be used to prepare the conceptual design (Task 3). Specific input will be gathered using handouts and a project informational website with a survey that will allow for passive submittal of feedback over a longer time period. The primary feedback being sought includes the balance of wider sidewalks vs. on-street parking (between cross streets) and the favorability of streetscaping and pedestrian-scale lighting.

The plan for outreach to affected properties will be included in a communications plan, which will establish clear objectives focused on project outcomes, roles and responsibilities between the City and the Consultant, and key messages. The communications plan will seek to engage a range of affected properties, with the approval of the City, and include development of Spanish-language materials, at the City's request.

5.2.2 Project Open House

A project open house is expected for the project, but is deferred until after the 60% design level. The open house will be included in the supplemental scope.

Assumptions:

- The City will provide a history project outreach and concerned property owners.
- The City will provide contact information for known business associations or other groups to help facilitate outreach in the project corridor.
- No additional outreach is anticipated regarding the alternatives process outlined in Task 2.2

Consultant Deliverables

- Public communications plan
- Direct outreach to affected properties
- Project feedback website

DRAFT

Number / Project Name
1.22100.00 Richland Downtown Connectivity

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Name:
Billing Rate:

Transpo Group							
Project Manager	QA/QC/PIC	Senior Engineer	Project Engineer	CADD	Illumination & Signals Engineer	Graphics	Project Admin
BAS	JCP	KBC	MW	JK	JZP	CD	AMC
\$230.00	\$290.00	\$175.00	\$160.00	\$125.00	\$210.00	\$140.00	\$185.00
Engineer L6	Principal L7	Engineer L4	Engineer L3	Analyst L1	Engineer L5	Proj Admin L3	Proj Admin L4

Labor:

Work Task										Hours	Cost
1	TASK 1 - Project Management & Meetings										
2	Project Administration (1.1, 1.2)	40	8						8	56	\$13,000
3	Project Coordination Meetings (1.3)	24	4	24		16	8			76	\$14,560
4	City Council Meetings (1.4)	4				8		24		36	\$5,280
5											
6	TASK 2 - Establish Project Baselines										
7	Survey	4	2	4		8				18	\$3,200
8	Topo										
	Boundary Resolution & Legals (5)										
	Locates & Utility ties										
	UAV flights										
	Conceptual Alternatives										
	Traffic Analysis	16	4	40		24	8			92	\$16,520
9	Active Mode Alternatives	24	4	40		60		24		152	\$24,540
	Signal Alternatives	8	2		32	60	24			126	\$20,080
11	Illumination Alternatives	4	2		24	24	8			62	\$10,020
12											
13	TASK 3 - Conceptual Project Design										
14	Preliminary Design	26	4	37	32	178	16	0	0	293	\$44,345
	Cover sheet with vicinity map and index			1	2						
	Typical roadway sections	4	1	4	8	16					
	Paving plans	8	1	12	24	60					
	Stormwater										
	Striping and signing plans	8	1	20		40					
	Pedestrian signal plans	2				12	4				
	Traffic signal plans and notes	1				32	6				
	Illumination plans and notes	1	1			12	6				
	Cost Estimate	2				4					
15	Urban Design	16	2							18	\$4,260
16	Arts Commission Meeting (3.2)	24	8	16		16		24		88	\$16,000
17										0	\$0
18										0	\$0
19											
20	TASK 4 - Final Design Plans, Specifications, and Estimates (PS&E)										
21	60% Submittal	66	6	88	156	338	32	0	0	686	\$106,250
	Cover sheet with vicinity map and index	1	1			2					
	Legend and abbreviations	1				2					
	Site preparation and TESC plans and details	4		4	8	16					
	Demolition plans	6		4	16	32					
	Roadway sections	4	1	8	8	20					
	Roadway paving plans	8	1	16	24	60					
	Roadway Storm Plan and Profiles	4		4		2					
	Roadway and ramp details	8	1	8	24	32					
	Stormwater Details	2		2		2					
	Striping and signing plans	12	1	32	4	60	4				
	Traffic Signal Plans, notes and details	1			24	40	8				
	Traffic signal pole charts (if needed)	1			12	20	4				
	Pedestrian signal plans, notes and details	1			16	24	8				
	Illumination plans, notes and details	1			16	16	4				
	Landscaping plans	2		2		2					
	Streetscaping/Urban Design plans	2	1	4		4					
	Cost Estimate	4		4		4					
	Special Provisions	4			4		4				
19											
20	TASK 5 - Project Support										
22	Environmental Permitting	4		8		16				28	\$4,320
23	Public Outreach (incl. on-site outreach)	20	4					24		48	\$9,120
	Communications Plan										
	Door-to-door										
	Website										
24											
	Total Hours	280	60	257	244	748	96	96	8	1779	
	Labor Costs	\$64,400	\$14,500	\$44,975	\$39,040	\$93,500	\$20,160	\$13,440	\$1,480		\$291,495

OK

Transpo Expenses:

Item	Reimbursable Cost
1	
2	Travel per diem (lodging, meals, etc.)
3	Mileage (3 trips)
4	

Transpo Reimbursables \$2,250

Total Transpo Cost \$293,745

TOTAL PROJECT COST \$497,409

Number / Project Name
1.22100.00 Richland Downtown Connectivity

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Name:
Billing Rate:

MacKay Sposito											
Project Manager - Design	Project Manager - Landscape	Project Engineer	Landscape Architect	Landscape Designer	Design Technician	Land Surveyor	Survey Technician	Survey Party Chief	Survey Instrument	UAV Pilot	
\$178.00	\$145.00	\$150.00	\$130.00	\$100.00	\$122.00	\$146.00	\$116.00	\$128.00	\$90.00	\$130.00	

Labor:

Work Task												Hours	Cost
1	TASK 1 - Project Management & Meetings												
2	Project Administration (1.1, 1.2)	20										20	\$3,560
3	Project Coordination Meetings (1.3)	3	3									6	\$969
4	City Council Meetings (1.4)											0	\$0
5													
6	TASK 2 - Establish Project Baselines												
7	Survey						74	180	160	168	12	594	\$68,844
8	Topo						24	80	120	120			
	Boundary Resolution & Legals (5)						42	32					
	Locates & Utility ties						4	44	16	24			
	UAV flights						4	24	24	24	12		
	Conceptual Alternatives											0	\$0
	Traffic Analysis											0	\$0
9	Active Mode Alternatives											0	\$0
10	Signal Alternatives											0	\$0
11	Illumination Alternatives											0	\$0
12													
13	TASK 3 - Conceptual Project Design												
14	Preliminary Design	32	4	68	0	8	40	0	0	0	0	152	\$22,156
	Cover sheet with vicinity map and index												
	Typical roadway sections												
	Paving plans												
	Stormwater	24	2	60			40						
	Striping and signing plans												
	Pedestrian signal plans												
	Traffic signal plans and notes												
	Illumination plans and notes												
	Cost Estimate	8	2	8		8							
15	Urban Design	2	16		60	16						94	\$10,476
16	Arts Commission Meeting (3.2)	2	4									6	\$936
17												0	\$0
18												0	\$0
19													
20	TASK 4 - Final Design Plans, Specifications, and Estimates (PS&E)												
21	60% Submittal	58	16	154	40	46	92	0	0	0	0	406	\$56,768
	Cover sheet with vicinity map and index												
	Legend and abbreviations												
	Site preparation and TESC plans and details												
	Demolition plans												
	Roadway sections												
	Roadway paving plans												
	Roadway Storm Plan and Profiles	24		80			88						
	Roadway and ramp details												
	Stormwater Details	20		60									
	Striping and signing plans												
	Traffic Signal Plans, notes and details												
	Traffic signal pole charts (if needed)												
	Pedestrian signal plans, notes and details												
	Illumination plans, notes and details												
	Landscaping plans		2			40							
	Streetscaping/Urban Design plans		8		40								
	Cost Estimate	6	2	6		6	4						
	Special Provisions	8	4	8									
19													
20	TASK 5 - Project Support												
22	Environmental Permitting											0	\$0
23	Public Outreach (incl. on-site outreach)											0	\$0
	Communications Plan												
	Door-to-door												
	Website												
24												0	\$0
	Total Hours	117	43	222	100	70	132	74	180	160	168	1278	
	Labor Costs	\$20,826	\$6,235	\$33,300	\$13,000	\$7,000	\$16,104	\$10,804	\$20,880	\$20,480	\$15,120	\$1,560	\$0
													\$165,309

M-S Expenses:		Reimbursable
	Item	Cost
1	Meetings/Travel	\$105
2	Survey Mileage, Per Diem	\$4,200
3		
4		

Subconsultant Reimbursables	\$4,305
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Subconsultant Cost	\$169,614
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Number / Project Name
1.22100.00 Richland Downtown Connectivity

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

Name:
Billing Rate:

PRR				
Principal-in-Charge	Project Manager	Project Support	Spanish language specialist	Graphic Designer
\$218.72	\$132.82	\$100.34	\$175.03	\$113.26

Labor:

Work Task		Hours					Cost
1	TASK 1 - Project Management & Meetings						
2	Project Administration (1.1, 1.2)	2	6			8	\$1,234
3	Project Coordination Meetings (1.3)	4	12			16	\$2,469
4	City Council Meetings (1.4)					0	\$0
5							
6	TASK 2 - Establish Project Baselines						
7	Survey					0	\$0
8	Topo					0	\$0
	Boundary Resolution & Legals (5)					0	\$0
	Locates & Utility ties					0	\$0
	UAV flights					0	\$0
	Conceptual Alternatives					0	\$0
	Traffic Analysis					0	\$0
9	Active Mode Alternatives					0	\$0
10	Signal Alternatives					0	\$0
11	Illumination Alternatives					0	\$0
12							
13	TASK 3 - Conceptual Project Design						
14	Preliminary Design					0	\$0
	Cover sheet with vicinity map and index						
	Typical roadway sections						
	Paving plans						
	Stormwater						
	Striping and signing plans						
	Pedestrian signal plans						
	Traffic signal plans and notes						
	Illumination plans and notes						
	Cost Estimate						
15	Urban Design					0	\$0
16	Arts Commission Meeting (3.2)	1	2	1		4	\$585
17						0	\$0
18						0	\$0
19							
20	TASK 4 - Final Design Plans, Specifications, and Estimates (PS&E)						
21	60% Submittal					0	\$0
	Cover sheet with vicinity map and index						
	Legend and abbreviations						
	Site preparation and TESC plans and details						
	Demolition plans						
	Roadway sections						
	Roadway paving plans						
	Roadway Storm Plan and Profiles						
	Roadway and ramp details						
	Stormwater Details						
	Striping and signing plans						
	Traffic Signal Plans, notes and details						
	Traffic signal pole charts (if needed)						
	Pedestrian signal plans, notes and details						
	Illumination plans, notes and details						
	Landscaping plans						
	Streetscaping/Urban Design plans						
	Cost Estimate						
	Special Provisions						
19							
20	TASK 5 - Project Support						
22	Environmental Permitting					0	\$0
23	Public Outreach (incl. on-site outreach)					0	\$0
	Communications Plan	4	10			14	\$2,203
	Door-to-door	8	24	60	10	110	\$13,614
	Website	8	36	20	20	92	\$12,945
24							
	Total Hours	27	90	81	30	16	244
	Labor Costs	\$5,905	\$11,954	\$8,128	\$5,251	\$1,812	\$33,050

PRR Expenses:

Item	Reimbursable Cost
1 Travel expenses	\$1,000
2	
3	
4	

Subconsultant Reimbursables	\$1,000
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Subconsultant Cost	\$34,050
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-80, Authorizing an Interlocal Agreement with the Washington State Water/Wastewater Agency Response Network

Department:
Public Works

Ordinance/Resolution Number:
2022-80

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-80, authorizing the City Manager to sign and execute an interlocal agreement to join the Washington State Water/Wastewater Agency Response Network.

Summary:

Water and wastewater utility services are essential to maintaining public health and a high quality of life. Natural disasters and other public emergencies pose threats to sustaining adequate water and wastewater services. The City's best interests are served by securing mutual aid resources to make its water and wastewater systems more resilient in light of potential threats to service.

The Washington State Department of Health has facilitated the creation and operation of a network of water and wastewater utilities across the state of Washington to support voluntary provision of mutual aid services. Joining the Intrastate Water/Wastewater Agency Response Network carries no risk to the City and provides access to a robust set of mutual aid services.

Staff recommends adoption of Resolution No. 2022-80.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2022-80
2. Proposed Intrastate Water/Wastewater Agency Response Network Interlocal Agreement

RESOLUTION NO. 2022-80

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A MUTUAL AID AND ASSISTANCE AGREEMENT
WITH THE WASHINGTON STATE WATER/WASTEWATER
AGENCY RESPONSE NETWORK.**

WHEREAS, water and wastewater utility services are essential to maintaining public health and a high quality of life; and

WHEREAS, natural disasters and other public emergencies pose threats to sustaining adequate water and wastewater services; and

WHEREAS, the City's best interests are served by securing mutual aid resources to ensure its water and wastewater systems are resilient in light of potential threats to service; and

WHEREAS, the Washington State Department of Health has facilitated the creation and operation of a network of water and wastewater utilities across the State to support the voluntary provision of mutual aid services; and

WHEREAS, joining the intrastate Water/Wastewater Agency Response Network carries no risk to the City and provides access to a robust set of mutual aid 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 the Mutual Aid and Assistance Agreement allowing Richland to become a member of Washington State's Intrastate Water/Wastewater Agency Response Network.

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 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**Mutual Aid and Assistance Agreement for Washington State for Intrastate
Water/Wastewater Agency Response Network (WARN)**

As of: 04/13/09

This Agreement ("Agreement") is made and entered into by public water and wastewater utilities that have executed this Agreement.

ARTICLE I
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatories hereby establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in this Agreement) may coordinate response activities and share resources during emergencies.

ARTICLE II
DEFINITIONS

A. Authorized Official – An employee or officer of a Member agency that is authorized to:

1. Request assistance;
2. Offer assistance;
3. Decline to offer assistance;
4. Decline to accept offers of assistance, and
5. Withdraw assistance under this Agreement.

B. Emergency – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Emergencies may include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that are, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate by itself.

C. Member – Any public agency which provides supply, transmission or distribution of water; or collection, conveyance or treatment services of storm water or waste water that executes this Agreement (individually a "Member" and collectively the "Members"). The Members are further classified as follows:

1. Requesting Member – A Member who requests aid or assistance under the Network.
2. Responding Member – A Member that responds to a request for aid or assistance under the Network.

D. Period of Assistance – The period of time when a Responding Member

assists a Requesting Member in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when all of the resources return to the Responding Member's facility (*i.e.*, portal to portal).

E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

F. Associate – Any non-utility participant approved by the Statewide Committee that provides a support role for the Network (such as the State Department of Health). An Associate does not execute this Agreement.

ARTICLE III **ADMINISTRATION**

The Network is administered through Regional Committees and a Statewide Committee.

A. Regional Committees. The State is divided into regions that are geographically the same as the existing Department of Health Office of Drinking Water regions of the state, with the exception that the eastern region is divided to create a central region. Each region has a Regional Committee. Each Member within a region may appoint one person to be a member of its Regional Committee. Only those Regional Committee members appointed by Members are entitled to vote on matters before the Regional Committee. An Associate may be a non-voting member of a Regional Committee. Each Regional Committee shall elect a Chair by majority vote of the voting members of that Regional Committee and shall meet annually to review the operations and procedures of the Network.

B. Statewide Committee. The Chairs of the Regional Committees are the voting members of the Statewide Committee. An Associate may be a non-voting member of the Statewide Committee. Further, the Statewide Committee also may include as non-voting members representatives from the Washington State Department of Health Office of Drinking Water, Washington State Department of Ecology, Washington State Emergency Management Division, Rural Community Assistance Corporation, Evergreen Rural Water of Washington, Washington State Public Health Laboratory, EPA Region 10, Washington Association of Sewer and Water Districts, and the Washington PUD Association. Under the leadership of a Statewide Committee Chair elected by majority vote of the voting members of the Statewide Committee, the Statewide Committee shall plan and coordinate emergency planning and response activities for the Network.

C. Members' administrative activities shall be voluntary and members shall not be required to finance the administration of the Network, nor shall the Network hold real or personal property.

ARTICLE IV

PROCEDURES

In coordination with the Regional Committees, and emergency management and public health systems of the State, the Statewide Committee shall develop and adopt operational and planning procedures for the Network that are consistent with this Agreement. The Statewide Committee shall review these procedures at least annually and shall update them as needed.

ARTICLE V

REQUESTS FOR ASSISTANCE

A. Member Information: Promptly after executing this Agreement, the signatory Member shall deliver the following to the Statewide Committee: (1) a certified copy of the action of Member's governing body that authorized the signing of this Agreement and (2) an original signed Agreement. Each Member shall identify an Authorized Official and one alternate Authorized Official. Each Member shall provide current 24-hour contact information for its Authorized Officials to the Statewide Committee, which shall maintain a current list of all Members and the contact information for their Authorized Officials. The Statewide Committee shall provide to all Members an updated version of this list annually and whenever there is an addition or withdrawal of a Member and whenever there is a change of Authorized Officials' contact information.

B. Request for Assistance. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from Members ("Request for Assistance"). Requests for Assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting Member shall, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Members shall direct Requests for Assistance to Authorized Officials. The Statewide Committee shall provide specific protocols for Requests for Assistance as part of the procedures created pursuant to Article IV of this Agreement.

C. Response to a Request for Assistance – Members are not obligated to respond to a Request for Assistance. After a Member receives a Request for Assistance, the receiving Member's Authorized Official shall evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether the Member will respond to the Request for Assistance. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member of the type of available resources and the approximate arrival time of such assistance.

D. Discretion of Responding Member's Authorized Official – No Member has any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion

as to whether or not to respond to the Request for Assistance, and if responding in the affirmative, to determine the availability of resources to be made available to the Requesting Member. The response of a Member's Authorized Official regarding the availability of resources to a Requesting Member shall be final.

E. No Liability for Failure to Respond – No Member will be liable to any other Member for deciding not to respond to a Request for Assistance or otherwise failing to respond to a Request for Assistance. All Members hereby waive all claims against all other Members arising from or relating to any Member's decision to not respond to a Request for Assistance or to any Member's failure to respond to a Request for Assistance.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

A. National Incident Management System-When providing assistance under this Agreement, the Requesting Member and Responding Member are encouraged (but are not obligated) to be organized and function under NIMS.

B. Coordination and Records – Employees of the Responding Member will remain under the direction and control of the Responding Member to the fullest extent possible. The Responding Member is an independent contractor at all times. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.

C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Member shall supply adequate food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.

D. Communication – The Requesting Member shall provide Responding Member personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Member shall provide contact information for an individual with whom Responding Member's personnel may coordinate while en-route for access, staging instructions and other logistical requirements.

E. Status - Unless otherwise provided by law, the Responding Member's officers and employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are

normally employed.

F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

ARTICLE VII

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw - A Responding Member may withdraw some or all of its resources at any time for any reason, as determined in the Responding Member's sole and absolute discretion. The Responding Member shall communicate written or oral notice of intention to withdraw all or some of a Responding Member's resources to the Requesting Member's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Member's sole and absolute discretion, a Responding Member's determination to withdraw some or all of its resources provided to a Requesting Member should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of resources by a Responding Member.

B. No Liability for Withdrawal - No Member will be liable to any other Member for first responding to a Request for Assistance by providing resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those resources. All Members hereby waive all claims against all Members arising from or relating to such a withdrawal or refusal.

ARTICLE VIII

COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for all costs incurred by the Responding Member during a Period of Assistance, unless otherwise agreed in writing by both Members.

A. Personnel – The Requesting Member shall reimburse the Responding Member for personnel costs incurred for work performed during a Period of Assistance. Responding Member personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during a Period of Assistance. The Requesting Member shall include in its reimbursement of the Responding Member all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Member shall reimburse the Responding Member for all reasonable and necessary costs associated with providing food and shelter for the Responding Member's personnel, if the food and shelter are

not provided by the Requesting Member. The Requesting Member is not required to reimburse the Responding Member for food and shelter costs in excess of State per diem rates unless the Responding Member demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Member shall return all equipment to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Member shall either provide in-kind replacement equipment to Responding Member at no cost to Responding Member or pay to Responding Member the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, Responding Member and Requesting Member shall agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Member. Requesting Member shall reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Member is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, Requesting Member shall reimburse Responding Member for such rental costs.

C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Member during a Period of Assistance. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage will be treated as expendable supplies for purposes of cost reimbursement.

D. Payment Period – In order to be reimbursed, the Responding Member shall provide an itemized bill to the Requesting Member no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Member while providing assistance to a Requesting Member under this Agreement. The Responding Member may request additional time to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such a request. The Requesting Member shall pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional time to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such a request, but in no event will payment in full occur later than one year after the date a final itemized bill is submitted to the

Requesting Member. If a Responding Member disputes a portion of an itemized bill, the Requesting Member shall promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

E. Records - Where a Responding Member provides assistance to a Requesting Member under this Agreement, both Members shall provide the other Member access to the books, documents, notes, reports, papers and other records relevant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Members shall maintain these records for at least three (3) years or longer where required by law.

ARTICLE IX **DISPUTES** **NEGOTIATION**

Members shall first attempt to resolve any controversy, claim or other dispute arising out of or relating to this Agreement by direct negotiation.

MEDIATION

To the extent not resolved by direct negotiation, Members shall mediate any controversy, claim or other dispute arising out of or relating to this Agreement. Mediation is a condition precedent to arbitration. Unless the disputing Members agree otherwise, the mediation will be administered by the American Arbitration Association (AAA) under its Construction Industry Mediation Procedures. The disputing Members shall pay in equal shares the mediator's fee and any filing fees. Unless otherwise agreed by the disputing Members, the disputing Members shall (1) hold the mediation no later than thirty (30) days after a disputing Member delivers a request for mediation to the other disputing Members and (2) hold the mediation at the location of the Requesting Member. Agreements reached in mediation will be enforceable as settlement agreements.

ARBITRATION

To the extent not resolved by mediation, Members shall arbitrate all controversies, claims and other disputes arising out of or relating to this Agreement. Unless the disputing Members agree otherwise, the arbitration will be administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date a disputing Member makes a demand for arbitration. A disputing Member may make a demand for arbitration before negotiation or mediation if it appears that a claim might be barred by a statute of limitations if the demand were made after the negotiation or mediation. However, in such a case the arbitration will be stayed until the conclusion of negotiation and mediation. The decision and award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE X
DUTY TO INDEMNIFY

To the extent of its fault, a Member shall defend, indemnify, and hold harmless all other Members, their elected officials, Authorized Officials, officers, employees and agents from any and all costs, claims, judgments, losses, awards of damage, injury, death and liability of every kind, nature and description, including the reasonable cost of defense and attorneys' fees, directly or indirectly arising from or relating to this Agreement (collectively, "Indemnified Claims"). This indemnity obligation extends to all Indemnified Claims against a Member by an employee or former employee of another Member, and for this purpose, by mutual negotiation, each Member hereby expressly waives, with respect to each other Member only, all immunity and limitation under any applicable industrial insurance act, including Title 51 of the Revised Code of Washington, other worker compensation acts, disability benefit acts or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of Indemnified Claims.

ARTICLE XI
WORKER'S COMPENSATION AND SITE CONDITIONS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

Each Member shall promptly identify to the other Members concerns about site safety, environmental concerns, and other working conditions. The Safety Officer appointed within the Incident Command System during the Period of Assistance shall address specific safety conditions and mitigations.

ARTICLE XII
NOTICE

Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Member must be delivered to the Member's Authorized Official.

ARTICLE XIII
EFFECTIVE DATE

This Agreement shall be effective with respect to each Member when that Member's authorized representative executes the Agreement. The Statewide Committee shall maintain a master list of all Members.

ARTICLE XIV
WITHDRAWAL

A Member may withdraw from this Agreement at any time by providing to the Statewide Committee Chair written notice of withdrawal signed by the withdrawing Member's Authorized Official or other person authorized by the withdrawing Member's governing body. Any withdrawal will be effective upon receipt by the Statewide Committee Chair of the notice of intent to withdraw. If there is no Statewide Committee Chair, the withdrawing Member shall provide written notice to each Member in its region, and the withdrawal will be effective upon delivery of those notices. Once withdrawal from this Agreement is effective, the withdrawing Member will have no further obligations under this Agreement, except that withdrawal from this Agreement will not affect any indemnification or reimbursement obligation under this Agreement that arises prior to the effective date of the withdrawal.

ARTICLE XV **TERMINATION**

This Agreement shall terminate in its entirety when there are less than two Members. Termination of this Agreement will not affect any indemnification or reimbursement obligation under this Agreement arising prior to the termination. The Statewide Committee Chair shall provide written notice of termination to all remaining Members of the Agreement.

ARTICLE XVI **AMENDMENT**

This Agreement may be amended if, after written notice of a proposed amendment to all Members, the proposed amendment is approved by a majority of Members in each region. The Statewide Committee Chair shall provide written notice to all Members of approved amendments. Approved amendments will take effect sixty (60) days after the date the notice is sent to the Members.

ARTICLE XVII **SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XVIII **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

Notwithstanding rights of subrogation asserted by a Member's insurance provider, this Agreement is for the sole benefit of the Members and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Member owe duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignments of benefits and delegations of duties created by this

Agreement are prohibited and of no effect.

ARTICLE XIX
GOVERNING LAW

This Agreement is governed by the law of the State of Washington, specifically RCW 39.34, Interlocal Cooperation Act.

ARTICLE XX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

The water and wastewater utility listed below executed this Agreement on this _____ day of _____ 202 .

Water/Wastewater Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title _____

Please Print Name

Approved as to form

By: _____

Attorney for Member

Please Print Name



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-81, Authorizing a Sixth Amendment to the Gas Purchase and Site License Agreement with Horn Rapids RNG, LLC Related to the Gas-to-Fuel Project

Department:
Public Works

Ordinance/Resolution Number:
2022-81

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-81, authorizing the City Manager to sign and execute a Sixth Amendment to Contract No. 327-17 with Horn Rapids RNG, LLC related to the Horn Rapids Gas-to-Fuel project.

Summary:

The City of Richland and WRH Associates, LLC (WRHA) entered into a Gas Purchase and Site License Agreement on December 22, 2017 whereby WRHA committed to construct and operate a landfill gas treatment system to convert the City's landfill gas into a renewable fuel (see Contract 327-17). The parties have previously executed five (5) amendments to the 2017 Agreement, mostly to extend the timelines of performance for WRHA. The parties now intend to amend the 2017 Agreement a sixth time to reflect recent improvements to the Project and to address the potential need for an environmental site assessment (ESA) to support financing of the Project.

The proposed modifications to the Agreement are reasonable changes that keep the original goal of the Horn Rapids Landfill Gas-to-Fuel Project on the path to success and do not increase the City's risk.

Staff recommends adoption of Resolution No. 2022-81.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2022-81
2. Proposed Sixth Amendment to 2017 Horn Rapids Landfill Gas Agreement

RESOLUTION NO. 2022-81

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SIXTH AMENDMENT TO THE GAS PURCHASE
AND SITE LICENSE AGREEMENT RELATED TO THE HORN
RAPIDS LANDFILL GAS-TO-FUEL PROJECT.**

WHEREAS, the City of Richland and WRH Associates, LLC (“WRHA”) entered into a Gas Purchase and Site License Agreement on December 22, 2017 (Contract No. 327-17), whereby WRHA committed to construct and operate a landfill gas treatment system to convert the City’s landfill gas into a renewable fuel (the “Project”); and

WHEREAS, the parties have previously executed five (5) amendments to the 2017 Agreement, mostly to extend the timelines of performance for WRHA; and

WHEREAS, the parties wish to amend the 2017 Agreement to reflect recent improvements to the Project and to address the potential need for an environmental site assessment (ESA) to support financing of the Project; and

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

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 Sixth Amendment to the Gas Purchase and Site License Agreement with Horn Rapids RNG, LLC.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

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

This **Sixth Amendment** to the December 22, 2017 Gas Purchase and Site License Agreement is made and entered into on this ____ day of June, 2022, by and between the **City of Richland**, a Washington municipal corporation (“**City**”) and WRH Associates, a Delaware limited liability company (“**WRHA**”), and Horn Rapids RNG, LLC (formerly known as WRH Horn Rapids, LLC), a Delaware limited liability company, registered as a foreign entity to conduct business in Washington (“**Horn Rapids RNG**”). The City, WRHA and Horn Rapids RNG are referred to individually herein as a “**Party**” and collectively, as the “**Parties**”.

I. RECITALS

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

WHEREAS, the City and WRHA have amended Contract No. 327-17 several times, most recently on December 23, 2021; and

WHEREAS, the Parties wish to amend the Agreement to reflect recent improvements to the Project and to address the potential need for an environmental site assessment (ESA) to support financing of the Project.

II. TERMS

In consideration of the mutual covenants and promises in the Gas Lease Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree the Agreement is hereby amended as follows:

1. **Waiver of Environmental Site Assessment Obligation.** The Parties agree that the need for an environmental site assessment to be performed or procured is hereby waived by both Parties and there shall be no obligation for Horn Rapids RNG, LLC to perform or procure any environmental site assessment under the Agreement for the site location detailed in Exhibit A. If an ESA is required by a third party at the site location, Horn Rapids RNG, LLC agrees to pay for the ESA.

2. **Processing of RNG from City-Originated Source.** Pursuant to Section 6.2.4 of the Agreement, as executed in the Third Amendment to the Agreement, the City has originated RNG from Lamb Weston and WHR Horn Rapids has accepted the opportunity to process this RNG through a WRH system. The Lamb Weston RNG may or may not be processed on the Horn Rapids Landfill site. Regardless of the processing site for the Lamb Weston RNG the Parties agree that the City will receive the compensation described in Section 6.2.4.

3. **Incorporation.** This Sixth Amendment is hereby incorporated into and made a part of the Gas Lease Agreement as if fully set forth therein. Except as modified herein, the provisions of the Gas Lease Agreement remain in full force and effect. In the event of any conflict between the provisions of the Gas Lease Agreement and the provisions of this Sixth Amendment, the provisions of this Sixth Amendment shall govern.

4. **Counterparts.** This Sixth Amendment may be executed and circulated by facsimile or electronic pdf in any number of counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

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

City of Richland

Jon Amundson, ICMA-CM
City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

WRH Associates, LLC

Kurt Salloux, Managing Member

Horn Rapids RNG, LLC

Kurt Salloux, Managing Member

Exhibit A
Site Location Definition





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-82, Accepting a Washington State Department of Transportation Grant for the Jadwin Avenue/Catskill Street Pedestrian Crossing

Department:
Public Works

Ordinance/Resolution Number:
2022-82

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-82, authorizing the City Manager to sign and execute grant agreement documents with the Washington State Department of Transportation in support of the Jadwin Avenue/Catskill Street pedestrian crossing.

Summary:

The City's 2022 – 2027 Transportation Improvement Program (TIP) includes a project titled Jadwin Pedestrian Crossing at Catskill. The City sought grant funding for this project from several sources, including the Washington State Department of Transportation City Safety Program and the Benton-Franklin Council of Governments Surface Transportation Program/Block Grant Program. The application to the Benton-Franklin Council of Governments, prepared and submitted in 2019, included the pedestrian crossing equipment and restriping of Jadwin Avenue to include bicycle lanes as the project scope. The project was not funded during the 2019 Benton-Franklin Council of Governments funding distribution, but was retained on a contingency project list for the possibility of additional funds availability.

At the May Benton-Franklin Council of Governments meeting, additional funds availability was confirmed and assigned to the City's project. The funding amount is \$225,000. The City's 2022 Pavement Preservation Program will resurface Jadwin Avenue in the area of this grant project. These grant funds will enable project improvement enhancements to be completed by the Pavement Preservation Program. Since the project is in the City's 2022 - 2027 Transportation Improvement Program, the only City action required for the City to access these grant funds is to authorize the City Manager to execute a funding agreement, which will be on standard Washington State Department of Transportation contract terms.

The City's best interests are served by accepting these grant funds to enhance safety on city streets and to implement the City's Complete Streets policy as described in Chapter 12.06 RMC.

Staff recommends adoption of Resolution No. 2022-82.

Fiscal Impact:

Acceptance of this \$225,000 grant will provide full funding for the design, construction inspection and construction of the Jadwin/Catskill crossing along with associated pavement markings.

Attachments:

- I. Resolution No. 2022-82

RESOLUTION NO. 2022-82

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING ACCEPTANCE OF A WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT
FOR THE JADWIN AVENUE AND CATSKILL STREET
PEDESTRIAN CROSSING.**

WHEREAS, the City’s 2022–2027 Transportation Improvement Program (TIP) includes a project titled Jadwin Pedestrian Crossing at Catskill (the “Project”); and

WHEREAS, the City sought grant funding for this Project from several sources, including the Washington State Department of Transportation City Safety Program and the Benton-Franklin Council of Governments Surface Transportation Block Grant Program; and

WHEREAS, the 2019 application submitted to the Benton-Franklin Council of Governments included a project scope of pedestrian crossing equipment and restriping of Jadwin Avenue to include bicycle lanes; and

WHEREAS, the Project was not funded during the 2019 Benton-Franklin Council of Governments funding distribution, but was retained on a contingency project list for the possibility of additional fund availability; and

WHEREAS, at the May 2022 Benton-Franklin Council of Governments meeting, additional fund availability in the amount of \$225,000 was confirmed and assigned to the City’s project; and

WHEREAS, the City’s 2022 Pavement Preservation Program will resurface Jadwin Avenue in the area of this grant project; and

WHEREAS, use of the grant funds will enable enhancement of the improvements to be completed by the Pavement Preservation Program; and

WHEREAS, the City’s best interests are served by accepting the grant funds to enhance street safety and to further enable implementation of the City’s Complete Streets policy as codified in Chapter 12.06 of the Richland Municipal Code.

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 grant agreement and associated documentation for the Jadwin Avenue and Catskill Street Pedestrian Crossing project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-83, Authorizing an Interlocal Agreement with the U.S. Bureau of Land Management for Wildland Fire Suppression

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

2022-83

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-83, authorizing the City Manager to sign and execute a Reciprocal Fire Protection Agreement with the U.S. Department of the Interior - Bureau of Land Management, Spokane District.

Summary:

The City of Richland ("Richland") and the U.S. Department of Interior – Bureau of Land Management, Spokane District (the "Bureau") have determined that it would be in the best interests of the citizens, and of mutual benefit to the delivery of emergency services to both agencies if, in some circumstances, the services of one fire agency were extended beyond the corporate limits of its city or district into another.

This interlocal agreement provides a mechanism for reciprocal initial wildland fire attack response, as well as reimbursement to the City for fire suppression efforts on or near federal lands within Richland city limits. The agreement also provides Richland with the ability to submit for reimbursement on federal fires in Washington to which Richland crews and incident management team members respond.

The City and the Bureau have a long history of entering into interlocal agreements for this purpose.

Staff recommends approval of Resolution No. 2022-83.

Fiscal Impact:

Fiscal impact will vary based upon seasonal operational response volume and compensable time commitments.

Attachments:

1. Resolution No. 2022-83
2. Proposed BLM Reciprocal Fire Protection Agreement
3. BLM Spokane District - Operating Plan (Exhibit to Reciprocal Agreement)

RESOLUTION NO. 2022-83

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERAGENCY AGREEMENT FOR
WILDFIRE EMERGENCY RESPONSE AND REIMBURSEMENT
BETWEEN RICHLAND FIRE & EMERGENCY SERVICES AND
THE UNITED STATES DEPARTMENT OF INTERIOR – BUREAU
OF LAND MANAGEMENT, SPOKANE DISTRICT.**

WHEREAS, the purpose of the Interlocal Cooperation Act is to permit local governmental organizations to make the most efficient use of their resources by enabling cooperation with other government agencies on the basis of mutual advantage, thereby providing services and organizing facilities in a manner which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, the City of Richland (“Richland”) and the U.S. Department of Interior – Bureau of Land Management, Spokane District (the “Bureau”) have determined that it would be in the best interests of the citizens, and of mutual benefit to the delivery of emergency services to both agencies, if in some circumstances the services of one fire agency is extended outside the corporate limits of that city or district into another; and

WHEREAS, Richland and the Bureau desire to enter into an Interagency Agreement wherein, under some circumstances, Richland Fire & Emergency Services will be reimbursed, according to the agreement, for responding to an emergency incident within the fire protection boundaries of the Bureau.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interagency agreement for wildfire emergency response and reimbursement between Richland Fire & Emergency Services and the United States Department of Interior – Bureau of Land Management, Spokane District.

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 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

RECIPROCAL FIRE PROTECTION AGREEMENT
BETWEEN THE
DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
SPOKANE DISTRICT
AND THE
City of Richland

This Agreement is made and entered into by and between the DOI Bureau of Land Management, Spokane District (hereinafter referred to as the BLM) and the **City of Richland** (hereinafter referred to as the DEPARTMENT/DISTRICT) under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288).

I. PURPOSE

The purpose of this Agreement is to provide for joint participation, mutual aid, and cooperation in support of the suppression of wildland fires, other non-wildland fire incidents, and operations during Stafford Act disasters.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The BLM has the responsibility for preparedness, prevention, protection, and suppression of wildland fires on BLM administered lands and on adjacent or intermingled Federal, State and private lands as identified through written Agreements, Memoranda of Understanding and Operating Plans.

The DEPARTMENT/DISTRICT has the responsibility for preparedness, prevention, protection, and suppression of wildland, structure and other non-wildland incidents within the established fire DEPARTMENT/DISTRICT. Additionally, the DEPARTMENT/DISTRICT maintains fire protection facilities in the vicinity of BLM property.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires.

It is also to the benefit of all federal, state and local agencies to coordinate assistance and operations during Stafford Act disasters under the National Response Plan (NRP). This documents the commitment of the parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.

III. GENERAL PROVISIONS

1. Refer to Appendix I for DEFINITIONS.
2. OPERATING PLANS. The parties agree that prior to implementation of this Agreement to jointly establish an Operating Plan that shall be attached to and become a part of this Agreement.

The Operating plan MUST include signatures from all parties, reimbursement rates, dispatching, initial attack, communications, aviation, and billing procedures. The Operating Plan may include a list of individuals and qualifications and any vehicles that will be covered under this Agreement and any other items identified in this Agreement as necessary for efficient implementation. All parties will meet prior to the initiation of fire season each year to review and update the Operating Plan as necessary.

3. TRAINING. Each party will inform the other of applicable cross training opportunities for personnel.
4. FIRE PROTECTION. As deemed appropriate, the parties will establish initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas the SUPPORTING party, may take initial attack action in support of the PROTECTING party.
5. ASSISTANCE. Outside initial attack areas, when requested by the PROTECTING party, the SUPPORTING party when capable may assist with initial attack or other support on wildland fires. There may be situations when additional support personnel is necessary for mobilization for the SUPPORTING party and that need may be filled by personnel available to the DEPARTMENT/DISTRICT. When this situation arises, resources will be mobilized via the process outlined in the Operating Plan.
6. NOTIFICATIONS. Each party will promptly notify the PROTECTING party of fires burning on or threatening lands in their designated area of protection responsibility. When action is taken, the SUPPORTING party will notify the PROTECTING party in accordance with the Operating Plan as soon as possible of the equipment and personnel dispatched to the incident location.
7. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across direct protection boundaries, the parties will jointly establish a written cost share agreement which describe a fair and reasonable distribution of financial responsibilities.
8. COMMUNICATON SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies in the execution of this Agreement. Sharing of frequencies must be approved only by the authorized personnel for each party as identified in the Operating Plan.

9. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect the fire's point of origin to include evidence pertaining to the cause of the fire.
10. BILLING PROCEDURES. The SUPPORTING party will bill the PROTECTING party for the reimbursable costs incurred to provide assistance to the PROTECTING party. Allowable reimbursable costs will be identified in the Operating Plan.

Reimbursable costs shall include costs from the point of mobilization, transportation, salary for actual hours worked (to include all hours regularly scheduled at their home agency for personnel assigned to an incident), benefits, overtime premiums, per diem, and travel to the point of demobilization of the member(s) deployed.

The costs of "backfilling" employees, as defined in Appendix I of this Agreement, into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable.

The SUPPORTING party shall submit a bill within 120 days from the date of the incident. Bills will be identified by incident name, location, and incident number with adequate documentation supporting the billed costs. Adequate documentation includes applicable resource orders, supply orders, cost share agreements, transaction statements (or equivalent), and emergency fire time reports.

The DEPARTMENT/DISTRICT shall send billings to the following address:

DOI-BLM Spokane District Fire
Attn: Fire Business
1103 N. Fancher Rd.
Spokane Valley, WA 99021

11. DUNS NUMBER (5/04): The DEPARTMENT/DISTRICT shall furnish their DUNS number upon execution of this instrument. The DUNS number may be obtained by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
12. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The DEPARTMENT/DISTRICT shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with US Treasury Regulations, Money and Finance, at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested, and payments received by check by certifying in writing that one of the following situations apply:
 1. The payment recipient does not have an account at a financial institution.
 2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.

3. The payment recipient has a physical or mental disability, a geographic, language, or literacy barrier.

In order to receive EFT payments, the DEPARTMENT/DISTRICT shall register in the System for Award Management (SAM). You may register at www.sam.gov. Follow the instructions provided on the website. For assistance, contact the SAM Federal Service Desk at 866-606-8220 between Monday and Friday, 8 am to 8 pm ET.

13. NONDISCRIMINATION. The DEPARTMENT/DISTRICT shall comply with all Federal statutes related to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) USDI is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement in print size no smaller than the text that ***"This institution is an equal opportunity provider."***

To file a complaint of discrimination, submit a written, signed, and dated complaint no later than 180 days from the date of the alleged discrimination to the Director, Office of Civil Rights, U.S. Department of the Interior, 1849 C Street NW, MS# 5230, Washington DC 20240. The complaint should include the name, address, zip code, and telephone number; the name and address of the alleged discriminatory official(s) and/or public entity; the nature of the complaint, the basis of the complaint (race, color, national origin, gender, age, sex and/or disability), and the date the alleged discrimination occurred.

14. Liabilities/Waivers. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.

This provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable.

15. PRINCIPAL CONTACTS. The principal contacts for this Agreement are:

BLM Contact

Jeff Dimke
Fire Management Officer
DOI-BLM Spokane District
1103 N. Fancher
Spokane Valley, WA 99212
Phone: 509-536-1237
FAX: 509-536-1285
E-Mail: jdimke@blm.gov

Fire Department Contact

Tom Huntington
Fire Chief
City of Richland
625 Swift Blvd. MS-16
Richland, WA 99352
Phone: 509-942-7795
Fax:
E-mail: thuntington@ci.richland.wa.us

16. MODIFICATION. Modifications within the scope of the Agreement shall be made by mutual consent of the parties in writing, prior to any changes being performed. The BLM is not obligated to fund any changes not approved in advance.

17. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through 1/31/2027 at which time it will expire unless extended.

Any party shall have the right to terminate this Agreement with 90-days advanced written notice to the other party.

18. AUTHORIZED REPRESENTATIVES. Signatories to this Agreement shall be authorized to act on behalf of their respective party..

IN WITNESS WHEREOF, the parties have executed this as of the 1st date written below.

Jeff Dimke, FMO
DOI-BLM Spokane District

DATE

Jon Amundson, City Manager
City of Richland

DATE

Appendix I DEFINITIONS

- **BACKFILL.** The additional costs (as outlined in the Operating Plan) to provide coverage for an individual that has been mobilized such as the overtime premium or out of class premium.
- **DIRECT COSTS.** Costs directly related to the suppression effort. These costs do not include dispatch or other administrative costs.
- **FIRE PREVENTION.** Activities directed at reducing the number of person-caused fires, including public education, law enforcement, dissemination of information, and the reduction of hazards.
- **FIRE PROTECTION.** The term fire protection includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.
- **JURISDICTIONAL PARTY.** The party which has overall land and resource management and/or protection responsibility as provided by law.
- **PROTECTING PARTY.** The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
- **RECIPROCAL FIRE PROTECTION.** Specific fire protection services furnished by one party to the other on a reimbursable basis pursuant to the Annual Operating Plan.
- **SUPPLEMENTAL FIRE DEPARTMENT RESOURCES.** Overhead tied to a local fire department who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone.
- **SUPPORTING PARTY.** A party providing suppression assistance or other support and resources to the Protecting Party.
- **SUPPRESSION.** All work of confining and extinguishing a fire beginning with its discovery.

OPERATING PLAN
FOR THE
RECIPROCAL FIRE PROTECTION AGREEMENT (HWA22- 0007)
BETWEEN THE
DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
SPOKANE DISTRICT
AND THE
City of Richland, Fire & Emergency Services Department

PREPARED AND APPROVED BY:

Jeff Dimke, FMO
DOI-BLM Spokane District

DATE

Jon Amundson, City Manager
City of Richland

DATE

This Local Operating Fire Plan between the identified agencies will become effective on the last date shown on the signature page between the BLM and individual DEPARTMENT/DISTRICTS. This Operating Plan is prepared pursuant to the Reciprocal Fire Protection Agreement.

This Operating Plan supersedes all Cooperative Local Operating Fire Plans executed previously.

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AUTHORITY

The Operating Plan, is made and entered into by and between the DOI Bureau of Land Management, Spokane District and the Fire Protection Districts under the signed Reciprocal Fire Protection Agreement entered into under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288).

PURPOSE

To meet the provisions set forth by the Reciprocal Fire Protection Agreements to meet annually, prior to the initiation of the fire season to prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, current rates for use of DEPARTMENT/DISTRICTS equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in the agreements as necessary for efficient implementation. This AOP shall become attached to and part of each Reciprocal Fire Protection Agreement.

INTERAGENCY COORDINATION

Dispatching

Fire dispatching for fires on lands protected by agencies will comply with the following:

1. Resources will be dispatched using the pre-identified response plans as outlined by their respective dispatch centers.
2. Dispatch centers should communicate to ensure prompt notifications are made to minimize response times by the jurisdictional agencies.
3. On incidents that contain multiple jurisdictions, a unified command may be established.
4. Agencies are responsible to provide information and assistance to each other in a timely manner, for proper completion of the fire reports.
5. In the event of an extended attack or when incident management teams are in command of an incident, dispatch functions for that incident will be conducted through the jurisdictional agency, unless the jurisdictional agency delegates otherwise.

Initial Attack

1. Each agency will retain initial attack responsibility for lands under their jurisdictional protection.
2. Each party agrees to issue a joint Delegation of Authority annually (see Appendix D. - Delegation of Authority Template). The delegation will authorize and set expectations that each agency's Incident Commanders will utilize during initial attack within mutually established areas. Within these mutually established initial attack areas (Appendix B) of

- intermingled or adjoining protection responsibilities the SUPPORTING party upon request and agreed, or voluntarily, will take initial attack action in support of the PROTECTING party.
3. The ordering agency shall be responsible for payment of all resources requested/hired through their dispatch center. In situations where a fire encompasses land under the protection or jurisdictional responsibility of more than one jurisdiction to the agreement, a cost share agreement (Appendix H) will be implemented before billing; see Cost Share below.
 4. For purpose of initial attack, the first IC on scene qualified at any level will assume the duties of initial attack IC. The initial attack IC will assume the duties and have responsibility for all suppression efforts on the incident up to his/her level of qualification until relieved by an IC qualified at a level commensurate with incident complexity.
 5. As an incident escalates and de-escalates, a continuing reassessment of complexity should be completed to validate the current command organization or identify the need for a different level of incident management in concurrence of the local jurisdictions (See Appendix E).
 6. An IC is expected to establish the appropriate organizational structure for each incident and manage the incident based on his/her qualifications, incident complexity, and span of control. If the incident complexity exceeds the qualifications of the current IC, the IC must continue to manage the incident within his/her capability and span of control until released.
 7. During initial attack, all agencies accept each other's standards. When an incident exceeds initial attack and jurisdiction has been established, the standards of the jurisdictional agency(s) prevail.
 8. Non-federally approved aircraft will not be dispatched to incidents known to be on USDA/USDI land other than as an independent action.
 9. Loaned equipment and supplies loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear is expected. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed or expended.

BLM Jurisdiction

- On BLM jurisdiction during extended attack BLM requires cooperators and responders to adhere to PMS 310-1 qualifications (NIMS Wildland Fire Qualifications System Guide, www.nwccg.gov/publications).
- All fires that burn BLM land shall be investigated to determine cause, origin and, if possible, a responsible party. If the cause indicates human involvement a, qualified Wildland Fire Investigator (INVF) will need to be ordered and dispatched to the fire.
- Immediate notification of all fires either on or threatening BLM jurisdiction will be given to Dispatch.
- A finalized fire report is required and must be submitted to the jurisdictional agency within 7 days after the fire is declared controlled. These reports should be

submitted to the BLM on the standard fire report known as the Northwest Incident Organizer (See Appendix F).

DEPARTMENT/DISTRICT Jurisdiction

- On DEPARTMENT/DISTRICT jurisdiction the DEPARTMENT/DISTRICTS qualification standards will apply.
- Once a Mobilization Request has been approved, coordinate with the Deputy State Fire Marshal assigned to the incident and local fire chief to reduce the duplication of ordered resources.
- When the Mobilization Act is declared, local fire service resources will be dispatched through the Washington State Patrol Fire Protection Bureau.
- DEPARTMENT/DISTRICTS can request Federal wildland fire resources for suppression actions on DEPARTMENT/DISTRICT jurisdiction with approval from BLM Duty Officer.

Unprotected Lands

Unprotected lands are lands for which there is no agreement with an established Fire Protection Organization such as a Rural Fire Department (RFD), a Fire Protection District, a Municipal Fire Department, a county, the Washington Department of Natural Resources, or a Federal Fire Agency.

- Under Washington State RCW>Title 52>Chapter 52.12>Section 52.12.160 Firefighting services for unprotected lands (3) “In the absence of a written contractual agreement, a fire protection service agency may initiate firefighting services on unprotected land outside its fire protection jurisdiction in the following instances: (a) Service was specifically requested by a landowner or other fire service protection agency; (b) service could reasonably be believed to prevent the spread of a fire onto lands protected by the agency; or (c) service could reasonably be believed to substantially mitigate the risk of harm to life or property by preventing the spread of a fire onto other protected lands. “
- When wildland fires occur on unprotected lands and the fire threaten BLM resource values, there is discretion to engage in fire suppression activities to protect BLM resource values upon Agency Administrator approval; see Appendix L BLM Instruction Memorandum No. OR-2015-027.

Communications

In mutual aid situations, a common designated radio frequency identified in Appendix G should be used for incident communications. All incident resources should utilize and monitor this frequency for incident information, tactical use, and changes in weather conditions or other emergency situations. In some cases, because of equipment availability/capabilities, departments/agencies may have to use their own frequencies for tactical operations, allowing the “common frequency to be the link between departments. It is important that all

department/agencies change to a single frequency or establish a common communications link as soon as practical. Clear text should be used. Avoid personal identifies, such as names.

The agencies agree to enter into separate MOUs (Appendix M) that authorize radio frequency use for wildland fire operations and other emergency uses if requested.

BLM Handbook, H-1291-1 *Frequency Authorizations* provides the guidelines and standards for frequency, use, and authorizations.

- To use another Federal, State or local agency's frequency, States and Centers are required to obtain written authorization from the frequency owner by means of an MOU/MOA. A formal radio frequency authorization (RFA) (see Appendix M) must be submitted along with the agreement to the National Radio Communication Division (NRCD) Frequency Coordinator. If the supporting agency does not have its own agreement template, the interagency radio frequency use agreement should be used by the BLM. The agreement must be signed by the frequency controlling authority for all parties.
- Conversely, another agency wishing to use a BLM frequency must obtain written authorization from BLM (MOU/MOA) to do so and obtain authorization from the National Telecommunications Information Agency (Federal user) or the Federal Communications Commission (non-Federal user).
- Completed MOU agreements shall be forwarded to the supporting State or Center Radio Lead from preparation of an RFA request. A PDF copy of each executed agreement with an official State tracking number and the associated RFA template or information must be forwarded to the NRCD by the Frequency Liaison Manager or State Radio Lead.

Aviation Procedures

1. Non-federally approved aircraft will not be dispatched to incidents known to be on USDA/USDI land other than as an independent action.
2. Under the closest forces concept, non-federally approved aircraft may be dispatched to fires of unknown jurisdiction. When a non-federally approved aircraft dispatched to such a fire determines that the fire is on USDA/USDI protection and does not threaten other non-federally protected lands, the pilot or manager will immediately provide the coordinates and a fire report to the dispatch center so that appropriate USDA/USDI aviation assets may be dispatched. The non-federally approved aircraft will then leave the scene. Non-federally approved aircraft are not authorized to conduct initial attack on USDA/USDI lands unless there is an immediate threat to non-federally protected lands.
3. Air-to-air and air-to-ground frequencies with designated ground contacts must be established prior to aircraft being dispatched. The appropriate frequencies will be determined by the dispatch center.
4. Aerial resource support may be requested through the respective dispatch center. However, all ordered aircraft must be approved by the BLM Duty Officer or the BLM Fire Management Officer.

5. Aerial resources will be paid for by the requesting agency if prior approval has not been obtained.

Special Management Considerations

Federal Lands

No dozer use is allowed on BLM protected lands unless authorization is given by a BLM representative.

Authorization is hereby given for dozer use for protection of imminent threats to life and/or structures.

Chemicals used for wildland fire including foam, retardant, gel, or others will not be applied to waterways. Aerial application of chemicals will not be applied within 300 feet from any waterway.

Federal lands that encompass special management considerations require additional coordination with the assigned Resource Advisor (READ) and/or Duty Officer. These lands include Wilderness, Wilderness Study Areas (WSA), Areas of Critical Environmental Concern (ACEC), and Sage Grouse Habitat; see Appendix C for further guidance.

ASSISTANCE

There are situations when additional support personnel, land use, meeting space, housing equipment and or personnel, are necessary for local/regional/national mobilization and the need can be filled by the DEPARTMENT/DISTRICTS.

All parties will operate under the concepts defined in the U.S. Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards defined in the Wildland Fire Qualifications Systems Guide (PMS-310-1).

Resource Augmentation and Support

This effort is designed to make local resources, program support, expertise and ability available for use by the BLM and their cooperators during anticipated increased fire activity or other events that may result in limited response ability or capacity (i.e. local severity or geographic planning levels 3 – 5, natural disasters, and all risk). The intent is to be able to quickly and efficiently build small groups of resources that can be utilized across the region and nationally as needed. These groups will be variable in size, capability and purpose. These groups may be released once the need has been mitigated.

1. Resource Augmentation must have prior approval, by the hosting agency, before each dispatch.

2. All resources should have food and drinking water for 48 hours without re-supply.
3. Resources assigned by the DEPARTMENT/DISTRICTS need to be available for a 14 day assignment, exclusive of travel.
4. Overnight accommodations should consist of camping areas, unless otherwise approved.
5. All resources need to come with a minimum of one programmable radio.
6. All resources will comply with PMS 310-1 qualifications (NIMS Wildland Fire Qualifications System Guide, www.nwcg.gov/publications).
7. Meeting space, office space, land use, housing equipment and or personnel.

Incident Management Team Participation

This effort is designed to make DEPARTMENT/DISTRICT personnel available to participate on local Type 3, Northwest and National Incident Management Teams. There are three categories of Team members; Standing team member, Alternate pool member, and Trainees. Incident Management Team Participation within the DEPARTMENT/DISTRICT's jurisdiction is not considered reimbursable; unless the BLM is the jurisdictional agency.

1. All prospective team members must apply for team participation on an annual basis, or as required.
2. Must be qualified for the position using the PMS 310-1 qualifications.
3. Standing Team members are expected to be available for dispatch when their team is in the "up" rotation position.
4. Alternates are available for assignments on IMTs when opportunities arise.
5. Trainee Pool members are assigned by IMT ICs and section chiefs. These are normally positions of critical need for the short and long-term functioning of the IMTs. People serving in these positions are expected to complete assigned task books and training as their top priority.
6. All dispatches to All Hazard Incidents must be pre-approved by the BLM prior to mobilization. If approval is not obtained by the BLM, payment may not be authorized.
7. All Incident Management Team Participation must be agreed by the BLM prior to any mobilization and documented in Appendix N. This is to include at minimum individual names, qualifications, and team affiliations.

PRESCRIBED FIRE AND FUEL MANAGEMENT

The agencies agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

As requested and agreed the agencies may provide assistance for the purposes of performing prescribed fire or other fuels management work. If reimbursement is requested a separate funding document must be prepared prior to implementation.

AGENCY REVIEWS AND INVESTIGATIONS

Reviews and investigations are used by wildland fire and aviation managers to assess and improve the effectiveness and safety of organizational operations. Information (other than factual) derived from safety reviews and accident investigations should only be used by agencies for accident prevention and safety purposes.

Many reviews and investigations involve cooperation between Federal, State, County, and Municipal Agencies. To comply with each agency's authorities, policies, and responsibilities, a multiagency review or investigation may be necessary. All parties agree to cooperate with either agency's needs to conduct reviews and/or investigations.

BLM Accidents that involve fire and aviation employees or equipment will be investigated according to the requirements stated in the "Interagency Standards for Fire and Fire Aviation Operations" (http://www.nifc.gov/policies/pol_ref_redbook.html), chapter 18. Additional information regarding reviews and investigations can also be located here.

BILLING PROCEDURES

Reimbursements by Protecting Agency

To seek reimbursement for services provided and identified as reimbursable the SUPPORTING party will bill the PROTECTING party. An itemized bill for reimbursable services will be submitted to the PROTECTING party within 120 days from the date of dispatch. Bills will be identified by incident name, location, incident number, resource order number(s), and will be supported by adequate documentation, including any applicable cost shares.

To seek reimbursement for services provided to All Hazard Incidents the DEPARTMENT/DISTRICT must have been pre-approved by the BLM prior to mobilization. If approval is not obtained by the BLM payment may not be authorized.

In situations where a fire encompasses land under the protection or jurisdictional responsibility of more than one jurisdiction to the agreement, a cost share agreement (Appendix H) will be implemented before billing; see Cost Share below.

When the Mobilization Act is declared, local fire service resources will be dispatched and paid through the Washington State Patrol Fire Protection Bureau.

Reimbursable DEPARTMENT/DISTRICT costs shall include costs from the point of mobilization, transportation, salary for actual hours worked (to include all hours regularly scheduled at their home agency for personnel assigned to an incident), benefits, overtime premiums, per diem, and travel to the point of demobilization of the member(s) deployed.

The cost of "backfilling" employees, as defined in the parent Agreement, into home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable. All

backfill hours will be documented on an OF-288; signed by both the backfilling employee and the home unit.

All supporting Agencies shall be subject to examination and audit for three years after final payment.

Personnel Rates – Career employees

Salaries for career DEPARTMENT/DISTRICT employees will be reimbursed at the established hourly rate in effect at the time of the dispatch for actual hours worked on the incident; as indicated on the OF-288.

Personnel Rates – Other than Career employees

Salaries for other than career DEPARTMENT/DISTRICT employees (Volunteer) will be reimbursed at the established hourly Personnel Rates in effect at the time of the dispatch for actual hours worked on the incident; as indicated on the OF-288.

Overtime compensation rate are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at the overtime rate for all hours worked in excess of 8 hours per day for the first 5 days and for all hours worked during the remainder of the work week. The only exception is when an employee's initial mobilization (day one) is after 10:00 hours. Under these circumstances the employee will earn overtime starting at 18:00 hours regardless if they have worked in excess of 8 hours.

The hourly rates that will be utilized for other than Agency employees are those published in the current Wage & Equipment Rates for the Washington State Fire Service or a pre-existing contract/agreement between a Firefighter and the DEPARTMENT/DISTRICT.

All contract/agreements that establish a rate different than the Wage & Equipment Rate MUST be attached to this AOP and agreed to by the BLM prior to mobilization.

Equipment Rates

All DEPARTMENT/DISTRICT owned or hired equipment will be reimbursed at the established Equipment Rates in effect at the time of the dispatch; as published in the Wage & Equipment Rates for the Washington State Fire Service or a pre-existing contract/agreement between a vendor and the DEPARTMENT/DISTRICT. All contract/agreements that establish a rate different than the Wage & Equipment Rate MUST be attached to this AOP and agreed to by the BLM prior to mobilization.

The Command Vehicle equipment rate will be applied to all operational red carded position who's primary daily function is on the fire line. This does not apply to Staging Area Manager, Air Operations Branch Director, or the positions that fall under their supervision.

Additionally any daily guarantee indicated in the Wage & Equipment Rates for the Washington State Fire Service are not considered as reimbursable.

In order for the DEPARTMENT/DISTRICT to be reimbursed for an equipment rate above the published base rate in the Wage & Equipment Rates for the Washington State Fire Service a printout of the published weekly fuel prices (found at: http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm) must be submitted with the invoice.

Vehicle and equipment operated under the federal excess property system will only be reimbursed for maintenance and operating costs. Therefor the Command Vehicle equipment rate will be utilized. The mileage rate reimburses the DEPARTMENT/DISTRICT for fuel, wear and tear, and insurance costs.

Backfill

The costs of “backfilling” employees into local home unit positions for personnel that have been mobilized to incidents is authorized and reimbursable; reimbursement is calculated at 1/3 of the overtime rate of the mobilized individual. All backfill hours will be documented on an OF-288, indicated as backfill and for whom in the remarks section, and signed by both the backfilling employee and the home unit.

When backfilling personnel that have been mobilized to an incident the person backfilling should be within the same pay range. Only regularly scheduled hours are eligible for backfill consideration, if the employee is shown on annual leave during the mobilization backfill is not authorized. Additionally the cost of annual leave is not reimbursable.

The method used to determine authorized backfill costs will be 1/3 of the overtime rate of the individual backfilling. Why is backfill reimbursed at 1/3 of the overtime rate?

Example		Firefighter “1”	Firefighter “2”
1	Firefighter “1” and “2” are paid at the same rate.	Regular time \$10.00 per hour. Overtime\$15.00 per hour.	Regular time \$10.00 per hour. Overtime \$15.00 per hour.
2	The Home Agency has FF “1” scheduled to work a 24-hour shift.	Budgeted \$240.00 to cover the personnel cost.	
3	When FF “1” is dispatched the Regular and Overtime personnel costs are paid by the incident.	The Home Agency retain the \$240.00 it has budgeted for personnel cost.	
4	The Home Agency decides to Backfill FF “1”’s 24-hour shift. FF “2” works the shift.		The overtime cost for this shift is \$360.00 (24x\$15.00)

5	The funds budgeted for FF “1”’s 24-hour shift, are now paid to FF “2”		\$360.00 Overtime Cost <u>\$240.00 Budgeted Shift Cost</u> -\$120.00 Difference
6	Backfill is 1/3 the cost of overtime.		\$240.00 Budgeted Shift Cost <u>\$120.00 Backfill Pay (1/3)</u> \$360.00 Total
7	Total Cost to the Home Agency for mobilizing FF “1” and backfilling with FF “2” is the amount budgeted for the 24-hour shift	All incident and overtime costs covered by the incident.	1/3 of the Backfill cost is reimbursed.

Per Diem

All resources under the control of the incident or incident agency will follow incident agency requirements when staying at incident base or other location. Individuals’ are not automatically entitled to stay in a hotel/motel, eat meals at restaurants, or claim per diem. Individuals’ who deviate from incident agency requirements will not be reimbursed for unauthorized expenses.

All reimbursements for incident travel will follow the established rates as determined by the General Service Administration (GSA) (<http://www.gsa.gov>). All expenses that exceed the maximum per diem rate, the employee should request approval for “actual expenses” from the incident or incident agency. Otherwise the meals and incidental expenses (M&IE) payment will be reduced to the maximum per diem amount allowed (lodging + M&IE).

The request for actual expenses should be in the form of a memorandum and should contain the following information.

- Traveler’s name
- Location of hotel and maximum allowable lodging rate for that location
- Lodging rate of the applicable hotel
- Dates of travel
- Reason(s) lodging will exceed allowable rate: Examples may include, but are not limited to:
 - A large event such as a convention or conference was taking place at the lodging location and the hotels in the area were not offering the government rate.
 - The travel/lodging was unplanned and could not make prior arrangements.
- Signature from the incident or incident agency

For further guidance with incident travel refer to the Interagency Incident Business Management Handbook, PMS-902.

If the incident agency is unable to provide meals and lodging through an incident base camp, the following will occur and will be requested/documented with a Supply Order Number from the incident agency:

- Lodging – Incident resources may be housed in motels/hotels. Incident personnel must follow their home unit policy for the use of agency issued charge card to obtain lodging. Employing agency travel policies apply. The incident agency should provide these facilities through a procurement method. Lodging expenses incurred during travel to and from an incident should be documented on the resource order form by the incident agency.
- Meals – The incident agency may provide meals through the use of designated restaurants under a procurement method, at no cost to the individual. If the meal selected by the individual exceeds the incident's established meal rate, the individual is responsible to pay the vendor directly for the difference. When meals are furnished by the incident agency, individuals' may not seek per diem for meal reimbursement. Meals may only be claimed if incident personnel are unable to consume the furnished meal(s) because of medical requirements or religious beliefs which must be justified and approved on a travel authorization and voucher.

When incident agency does not provide meals, individuals' should follow their agency policy for the use of a government issued charge card to obtain meals. Employing agency per diem rates must be followed.

- Rental Cars – Use of rental cars while assigned to an incident must be authorized by the incident agency or incident, and documented on a resource order.

Individuals' authorized to rent a car outside of incident agency procurement methods should use government-contacted rental car agencies. Additional insurance coverage is not necessary and is not a reimbursable expense.

- Privately-Owned Vehicle (POV) – Individuals' may be requested to use their POV for official business when such use is advantageous to the government. Use of POVs while assigned to an incident must be authorized by the incident agency or incident, and documented on a resource order.

The individual is reimbursed for use through a POV mileage rate published by the U.S. General Services Administration (GSA) (<http://www.gsa.gov>). The mileage rate reimburses the individual for fuel, wear and tear, and insurance

costs. Damage to a POV is not covered and individuals claim damage through their private insurer.

- Incidental Expenditure Rate – The incidental expenditure rate for all emergency travel assignments, where meals and lodging are provided, is the approved General Service Administration (GSA) rate (<http://www.gsa.gov>).
- Transportation Arrangements – Individuals' assigned to emergency incidents will follow sending agency dispatch procedures for travel to the incident. Incident agency dispatch procedures will be followed for return travel from the incident. Dispatch offices will make travel arrangements and provide airline tickets or travel information to individuals'. Travel arrangements made outside of incident agency dispatch procedures may not be reimbursed without proper approvals and authorization. Commercial and/or contract transportation methods may be used.

Cost Share

Cost Share Agreements will be negotiated on-the-ground. A Cost Share Agreement is necessary when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either agency based upon responsibility for the fire origin. The designated representatives of each Jurisdictional Agency on the fire are responsible for completing and signing the agreement; see Cost Share Agreement template in Appendix H.

On multi-jurisdictional incidents which threaten or burn across direct protection boundaries that involve Washington State Mobilization, the parties involved will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.

On multi-jurisdictional incidents which threaten or burn across direct protection of boundaries that **do not** involve Washington State Mobilization, the parties involved jointly agree to use Percent of Acreage as the primary Cost Sharing method. This method involves each agency paying a percentage of the total cost based on the percent of total acres burned for each jurisdictional responsibility. Aerial resources will be paid for by the ordering agency if prior approval has not been obtained.

On multi-jurisdictional wildland incidents that involve unprotected lands which threaten or burn across direct protection of boundaries, the parties involved will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities, without taking ownership/jurisdictional responsibility of these lands.

Required Documentation

Payment may be withheld if proper documentation is not submitted and/or Northwest Incident Organizer has not been submitted.

All paperwork submitted MUST be originals and signed by proper personnel, as applicable.

1. Reciprocal Fire Protection Agreement Invoice Cover Sheet (see Appendix I).
2. Invoice – Showing an itemized breakdown of what is being billed with associated rates.
3. Firefighter Time Sheet(s), OF-288 (see Appendix J) – Both for mobilized and backfilling employees. Note: OF-288 for backfilling employees must be noted in the remarks section as “backfilling for XXXX individual”.
4. Emergency Equipment Use Invoice(s), OF-286 (see Appendix K) – For all equipment including mileage for vehicles.
5. Detailed records and original receipts of authorized per diem expense.
6. Resource orders and/or Dispatch logs for Initial Attack
7. Northwest Incident Organizer.

Annual Review

The Reciprocal Fire Protection Operating Plan will be reviewed annually by all signatory agencies. If there are no recommended changes to the Reciprocal Fire Protection Operating Plan, a letter to the file will document the review. If changes are recommended, appropriate revisions will be made and require signatures from all Agencies to be in effect; conversely updates to appendices do not require signatures from all Agencies. This AOP will be in effect concurrently with the Reciprocal Fire Protection Agreements.

Appendices

- A. Principle Contact Directory
- B. Initial Attack Areas
- C. BLM Special Management Considerations
- D. Delegation of Authority Template
- E. Wildland Fire Risk and Complexity Assessment
- F. Northwest Incident Organizer (BLM Fire Report)
- G. Radio Frequencies
- H. Cost Share Template
- I. Reciprocal Fire Protection Agreement Invoice Cover Sheet
- J. Emergency Firefighter Time Report OF-288
- K. Emergency Equipment Use Invoice OF-286
- L. OR-2015-027 – Unprotected Lands
- M. Interagency Radio Frequency use Agreements



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2022-84, Adopting the 2023-2028 Transportation Improvement Program

Department:
Public Works

Ordinance/Resolution Number:
2022-84

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2022-84, adopting the 2023-2028 Six-Year Transportation Improvement Program.

Summary:

RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP). The City's TIP is combined with other state and local agency TIPs into a state-wide STIP. The STIP is used primarily to manage expenditure of state and federal funds. For the City, the TIP indicates the priority transportation improvements to which the City intends to apply for state and federal grant funding.

Richland's long-standing practice for preparing its TIP involves multiple public involvement opportunities, including involvement of the Parks & Recreation Commission and Planning Commission. The draft TIP was also posted on the City's website with an opportunity to provide comment. Public meetings to consider the TIP were held by the Parks & Recreation Commission and the Planning Commission. On May 12, 2022, the Parks & Recreation Commission favorably recommended City Council approval of the proposed TIP. On May 25, 2022, the Planning Commission also favorably recommended City Council approval of the proposed TIP.

During the public involvement process, staff received several public comments suggesting a higher priority for improvement projects in the Badger Mountain South area. Since these projects are to be delivered through the land development process and the City's Traffic Impact Fee Program (Chapter 12.03 RMC), staff considers them to be appropriately represented in the proposed TIP. Further, staff's recommended ranking of improvement projects in the proposed 2023-2028 TIP supports the City's grant-seeking efforts while giving visibility to the larger set of projects to be delivered through privately funded land development activities.

RCW 35.77.010 requires a public hearing before adoption of the City's TIP. A public hearing was advertised and held at tonight's meeting to accept additional public comment.

Barring compelling public testimony to the contrary, staff recommends adoption of Resolution No. 2022-84.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2022-84

RESOLUTION NO. 2022-84

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2023-2028 SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM.**

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a perpetual six-year Transportation Improvement Program (TIP); and

WHEREAS, the City's practice for preparing and reviewing its TIP involves multiple public involvement opportunities, including public meetings before Richland's Planning Commission and Parks & Recreation Commission, as well as input from the general public through the Public Works Department webpage; and

WHEREAS, at its May 12, 2022 meeting, the Richland Parks & Recreation Commission favorably recommended that Richland City Council adopt the proposed 2023-2028 TIP; and

WHEREAS, at its May 25, 2022 meeting, the Richland Planning Commission favorably recommended that Richland City Council adopt the proposed 2023-2028 TIP; and

WHEREAS, as required by state law, Richland City Council held a public hearing on June 7, 2022 to receive public input on the proposed 2023-2028 Six-Year Transportation Improvement Program; and

WHEREAS, the list of projects contained in the 2023-2028 TIP are necessary to meet Richland's transportation needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2023-2028 Six-Year Transportation Improvement Program attached as **Exhibit A** and incorporated by reference is hereby adopted.

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 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	1	SR240/Aaron Interchange Improvements SR240 SR240 EB Ramp to I-182 EB Ramp Construct grade separated eastbound ramp from EB SR240 to EB I-182. Reconstruct existing SR240/Aaron Dr intersection.	WA-12909					03		0.570	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0	OTHER	3,800,000	0	3,800,000
P	CN	2028		0	OTHER	36,000,000	0	36,000,000
Totals				0		39,800,000	0	39,800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	3,800,000
CN	0	0	0	0	36,000,000
Totals	0	0	0	0	39,800,000

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	2	Downtown Connectivity Improvements George Washington Way to Add active transportation connectivity and safety improvements.	WA-12723	06/15/21	06/15/21		85-20	03	P S W	1.300	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	RW	2023		0		0	231,600	231,600
P	CN	2024	TAP(UL)	500,000	TIB	4,000,000	9,750,000	14,250,000
P	CN	2024		0	Ped/Bike Program	1,500,000	0	1,500,000
Totals				500,000		5,500,000	9,981,600	15,981,600

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	231,600	0	0	0	0
CN	0	15,750,000	0	0	0
Totals	231,600	15,750,000	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	3	/ 9903(023) South George Washington Way Intersection Improvements George Washington Way I-182 to Comstock Street Upgrade and reconfigure George Washington Way(GWW) including the intersections of GWW/Columbia Point Drive/Adams Street and GWW/Comstock Street to provide improved safety, capacity, and mobility. Also includes modifying the WB I-182, NB SR 240, and SB SR 240 ramps to improve safety.	R031	06/15/21	06/15/21		85-20	03	O S W	0.680	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2023	STP(UL)	1,323,754		0	1,985,631	3,309,385
Totals				1,323,754		0	1,985,631	3,309,385

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	3,309,385	0	0	0	0
Totals	3,309,385	0	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	4	South George Washington Way Pedestrian Access & Safety Improvements George Washington Way Aaron Way to Columbia Point Drive Improve pedestrian access and safety crossing George Washington Way by constructing a grade-separated pedestrian crossing.	WA-11158	06/15/21	06/15/21		85-20	28	O S W	0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	TAP(UL)	106,090		0	106,090	212,180
P	CN	2024	TAP(UL)	393,910	TIB	254,617	869,293	1,517,820
P	CN	2024		0	Ped/Bike Program	1,250,000	0	1,250,000
Totals				500,000		1,504,617	975,383	2,980,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	212,180	0	0	0	0
CN	0	2,767,820	0	0	0
Totals	212,180	2,767,820	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	5	Systemic Stop-Controlled Intersections Safety Improvements to Construct safety improvements at various stop-controlled intersections.	WA-14254					21			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	HSIP	180,000		0	20,000	200,000
P	RW	2023	HSIP	90,000		0	10,000	100,000
P	CN	2024	HSIP	1,878,000		0	0	1,878,000
Totals				2,148,000		0	30,000	2,178,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	200,000	0	0	0	0
RW	100,000	0	0	0	0
CN	0	1,878,000	0	0	0
Totals	300,000	1,878,000	0	0	0

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	6	Systemic Pedestrian Crossing Safety Improvements to Construct safety improvements at various pedestrian crossings.	WA-14255					21			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	HSIP	81,000		0	9,000	90,000
P	RW	2023	HSIP	90,000		0	10,000	100,000
P	CN	2023	HSIP	934,000	TIB	150,000	0	1,084,000
Totals				1,105,000		150,000	19,000	1,274,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	90,000	0	0	0	0
RW	100,000	0	0	0	0
CN	150,000	934,000	0	0	0
Totals	340,000	934,000	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	7	City-wide Horizontal Curve Safety Improvements to Install horizontal curve warning signs on various routes.	WA-14256					21			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	HSIP	72,000		0	8,000	80,000
P	RW	2023	HSIP	18,000		0	2,000	20,000
P	CN	2024	HSIP	489,000		0	0	489,000
Totals				579,000		0	10,000	589,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	80,000	0	0	0	0
RW	20,000	0	0	0	0
CN	0	589,000	0	0	0
Totals	100,000	589,000	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	8	Gage Boulevard Improvements Gage Boulevard Penny Royal Ave to Morency Dr. Add curb, gutter, sidewalks, bike lanes, street lights, storm drainage on Gage Boulevard.	R028	06/15/21	06/15/21		85-20	04	O P	0.750	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	STP(UL)	216,250		0	33,750	250,000
P	RW	2025	STP(UL)	60,550		0	9,450	70,000
P	CN	2026	STP(UL)	1,730,000		0	270,000	2,000,000
Totals				2,006,800		0	313,200	2,320,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	250,000	0	0
RW	0	0	70,000	0	0
CN	0	0	0	2,000,000	0
Totals	0	0	320,000	2,000,000	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	9	SR-240 and Airport Way Pedestrian Crossing SR-240 Airport Way to Airport Way Construct pedestrian crossing at Airport Way to cross SR-240 and connect to trail.	WA-14277					28		0.100	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023		0		0	15,000	15,000
S	CN	2024		0		0	285,000	285,000
Totals				0		0	300,000	300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	15,000	0	0	0	0
CN	0	285,000	0	0	0
Totals	15,000	285,000	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	10	SR-240 Pedestrian Crossing Tapteal Drive to Columbia Park Trail Construct a grade separated pedestrian crossing over SR-240 west of Columbia Center Blvd. and associated active transportation connections.	WA-14253					08	O P		CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2024		0	OTHER	1,526,560	0	1,526,560
P	PE	2024		0	Ped/Bike Program	169,617	0	169,617
P	RW	2025		0		0	312,519	312,519
S	CN	2026		0	OTHER	3,473,440	0	3,473,440
P	CN	2026		0	Ped/Bike Program	4,830,383	1,631,829	6,462,212
Totals				0		10,000,000	1,944,348	11,944,348

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	1,696,177	0	0	0
RW	0	0	312,519	0	0
CN	0	0	0	9,935,652	0
Totals	0	1,696,177	312,519	9,935,652	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	11	City-wide Sidewalk Connectivity Improvements to Construct sidewalk at various locations.	WA-14257					28			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023		0	TIB	10,000	0	10,000
S	RW	2023		0	TIB	20,000	0	20,000
S	CN	2023		0	TIB	220,000	0	220,000
Totals				0		250,000	0	250,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	10,000	0	0	0	0
RW	20,000	0	0	0	0
CN	220,000	0	0	0	0
Totals	250,000	0	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	12	Gage Blvd and Leslie Road Intersection Improvements Gage Blvd Leslie Road to Leslie Road Reconstruct intersection to improve capacity.	WA-14273					03	P S W	0.110	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	70,000	70,000
P	RW	2027		0		0	30,000	30,000
P	CN	2028		0		0	600,000	600,000
Totals				0		0	700,000	700,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	70,000
RW	0	0	0	0	30,000
CN	0	0	0	0	600,000
Totals	0	0	0	0	700,000

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	13	Queensgate Drive Extension - Phase 1 Queensgate Drive Shockley Rd to Keene Rd Construct a 3-lane street with curb, gutter, bike lanes, sidewalk, street lights and drainage facilities on both sides. Modify the Keene Road/Queensgate Drive traffic signal to accommodate the new south leg of Queensgate Drive.	R012	06/15/21	06/15/21		85-20	01	C G P S T W	0.450	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	80,100	80,100
P	RW	2024		0		0	598,790	598,790
P	CN	2025		0		0	267,000	267,000
Totals				0		0	945,890	945,890

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	80,100	0	0	0
RW	0	598,790	0	0	0
CN	0	0	267,000	0	0
Totals	0	678,890	267,000	0	0

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	14	Leslie Road and Reata Road Intersection Improvements Leslie Road Reata Road to Reata Road Reconstruct existing intersection at Leslie/Reata for additional capacity.	WA-14272					03	G P S W	0.110	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	90,000	90,000
P	RW	2027		0		0	50,000	50,000
P	CN	2028		0		0	860,000	860,000
Totals				0		0	1,000,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	90,000
RW	0	0	0	0	50,000
CN	0	0	0	0	860,000
Totals	0	0	0	0	1,000,000

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	15	Duportail/Kennedy Intersection Improvements Duportail Street Kennedy Road to Kennedy Road Reconstruct intersection.	WA-11973	06/15/21	06/15/21		85-20	03		0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	50,000	50,000
P	CN	2025		0		0	450,000	450,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	50,000	0	0	0
CN	0	0	450,000	0	0
Totals	0	50,000	450,000	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	16	Duportail/Driveway Intersection Improvement Duportail Street Driveway to Driveway Reconstruct intersection.	WA-11974	06/15/21	06/15/21		85-20	03		0.050	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	50,000	50,000
P	CN	2027		0		0	450,000	450,000
Totals				0		0	500,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	50,000	0
CN	0	0	0	0	450,000
Totals	0	0	0	50,000	450,000

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	17	Step toe Street / Tap teal Drive Intersection Improvements CID Canal to Canyon Street Realign Tap teal Drive and Step toe Street intersection by constructing a new intersection. Also includes sidewalks, street lights, fully signalized and gated at-grade railroad crossing, traffic signal and storm drainage.	R029	06/15/21	06/15/21		85-20	03	S W	0.230	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2023		0		0	1,475,840	1,475,840
Totals				0		0	1,475,840	1,475,840

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,475,840	0	0	0	0
Totals	1,475,840	0	0	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	18	Dallas Rd/Trowbridge Blvd I/S Improvements Trowbridge Blvd Dallas Rd to Dallas Rd Reconstruct intersection for additional capacity.	WA-11173	06/15/21	06/15/21		85-20	03	P S	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	100,000	100,000
P	CN	2025		0		0	1,340,000	1,340,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	100,000	0	0	0
CN	0	0	1,340,000	0	0
Totals	0	100,000	1,340,000	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
12	19	Vantage Highway Pathway - Phase 3 SR 240 Twin Bridges Road to Kingsgate Way Construct a separated multi-use pathway on the north side of SR 240.	R034	06/15/21	06/15/21		85-20	28		1.750	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027	TAP(UL)	60,000		0	0	60,000
P	CN	2028	TAP(UL)	700,000		0	0	700,000
Totals				760,000		0	0	760,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	60,000
CN	0	0	0	0	700,000
Totals	0	0	0	0	760,000

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Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	20	Dallas Rd/Ava Way I/S Improvements Ava Way Dallas Rd to Dallas Rd Reconstruct intersection for additional capacity.	WA-11174	06/15/21	06/15/21		85-20	03		0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	100,000	100,000
P	CN	2025		0		0	1,340,000	1,340,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	100,000	0	0	0
CN	0	0	1,340,000	0	0
Totals	0	100,000	1,340,000	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

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MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
11	21	Dallas Rd/I-82 WB Ramp I/S Improvements Dallas Road I-82 to I-82 Reconstruct ramp and intersection for added capacity.	WA-11177	06/15/21	06/15/21		85-20	03	P S	0.410	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	81,120	81,120
P	CN	2025		0		0	542,880	542,880
Totals				0		0	624,000	624,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	81,120	0	0	0
CN	0	0	542,880	0	0
Totals	0	81,120	542,880	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
11	22	Dallas Rd/I-82 EB Ramp I/S Improvements Dallas Road I-82 to I-82 Reconstruct ramp and intersection for added capacity.	WA-11178	06/15/21	06/15/21		85-20	03	P S	0.410	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	81,120	81,120
P	CN	2025		0		0	542,880	542,880
Totals				0		0	624,000	624,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	81,120	0	0	0
CN	0	0	542,880	0	0
Totals	0	81,120	542,880	0	0

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	23	Dallas Road Widening Dallas Road City Limits to I-82 Widening Dallas Road from 2-lanes to 4-lanes with curb, gutter, sidewalk, bike lanes, streets lights and storm drainage facilities.	WA-11171	06/15/21	06/15/21		85-20	03	P S	0.720	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	285,240	285,240
P	CN	2026		0		0	950,800	950,800
Totals				0		0	1,236,040	1,236,040

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	285,240	0	0
CN	0	0	0	950,800	0
Totals	0	0	285,240	950,800	0

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	24	Gage Boulevard Extension Gage Boulevard Morency Dr. to Queensgate Blvd. Construct a 3-lane street and roundabout with curb, gutter, sidewalk, bike lanes, street lights and drainage facilities.	WA-11159	06/15/21	06/15/21		85-20	01	O P	0.600	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	300,000	300,000
P	RW	2024		0		0	1,023,058	1,023,058
P	CN	2025		0		0	1,676,942	1,676,942
Totals				0		0	3,000,000	3,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	300,000	0	0	0
RW	0	1,023,058	0	0	0
CN	0	0	1,676,942	0	0
Totals	0	1,323,058	1,676,942	0	0

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Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	25	Shockley Rd Extension Shockley Rd Keene Rd to S of Badger Valley Way Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities	WA-11166	06/15/21	06/15/21		85-20	01	O P S W	0.600	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	51,770	51,770
P	RW	2025		0		0	295,170	295,170
P	CN	2026		0		0	280,800	280,800
Totals				0		0	627,740	627,740

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	51,770	0	0
RW	0	0	295,170	0	0
CN	0	0	0	280,800	0
Totals	0	0	346,940	280,800	0

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Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	26	Trowbridge Blvd Sol Duc Ave to Gage Blvd Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11169	06/15/21	06/15/21		85-20	01	O P S W	1.090	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	360,615	360,615
P	RW	2024		0		0	1,262,665	1,262,665
P	CN	2025		0		0	1,202,055	1,202,055
Totals				0		0	2,825,335	2,825,335

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	360,615	0	0	0
RW	0	1,262,665	0	0	0
CN	0	0	1,202,055	0	0
Totals	0	1,623,280	1,202,055	0	0

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Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	27	Bella Coola Ln Bella Coola Ln Copper Mountain Apartments to Gage Blvd Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11172	06/15/21	06/15/21		85-20	01	O P S W	0.630	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	266,783	266,783
P	RW	2024		0		0	927,578	927,578
P	CN	2025		0		0	889,274	889,274
Totals				0		0	2,083,635	2,083,635

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	266,783	0	0	0
RW	0	927,578	0	0	0
CN	0	0	889,274	0	0
Totals	0	1,194,361	889,274	0	0

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County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	28	Gage Blvd/Trowbridge I/S Improvements Trowbridge Blvd to Reconstruct intersection for additional capacity.	WA-11179	06/15/21	06/15/21		85-20	03	P S	0.110	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	67,600	67,600
P	CN	2026		0		0	452,400	452,400
Totals				0		0	520,000	520,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	67,600	0	0
CN	0	0	0	452,400	0
Totals	0	0	67,600	452,400	0

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MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	29	Gage Blvd - Badger Mountain South Improvements Gage Blvd Reata Road to Queensgate Dr. Construct a new 2-lane street with curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities.	WA-11167	06/15/21	06/15/21		85-20	01	O P S W	2.290	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0		0	440,190	440,190
P	RW	2025		0		0	3,290,668	3,290,668
P	CN	2026		0		0	1,467,336	1,467,336
Totals				0		0	5,198,194	5,198,194

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	169,156	0	0
RW	0	0	1,264,536	0	0
CN	0	0	0	563,867	0
Totals	0	0	1,433,692	563,867	0

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	30	Stevens Drive Pathway Stevens Drive Spengler St to Horn Rapids Rd Construct a separated multi-use pathway on east side of Stevens Drive.	R016	06/15/21	06/15/21		85-20	28	C P T	2.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	74,260	74,260
P	CN	2028		0		0	933,590	933,590
Totals				0		0	1,007,850	1,007,850

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	74,260
CN	0	0	0	0	933,590
Totals	0	0	0	0	1,007,850

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	31	SR-240 Widening - Stevens to Hagen Stevens Drive to 1000' west of Hagen Road Construct additional lanes.	WA-14262					03		0.670	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	190,000	190,000
P	CN	2025		0		0	1,710,800	1,710,800
Totals				0		0	1,900,800	1,900,800

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	190,000	0	0	0
CN	0	0	1,710,800	0	0
Totals	0	190,000	1,710,800	0	0

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	32	SR-240 Widening - Hagen to Kingsgate 1000' west of Hagen Road to 1000' west of Kingsgate Way Construct additional lanes.	WA-14263					03		1.240	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	350,000	350,000
P	CN	2027		0		0	3,797,200	3,797,200
Totals				0		0	4,147,200	4,147,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	350,000	0
CN	0	0	0	0	3,797,200
Totals	0	0	0	350,000	3,797,200

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	33	SR-240 Widening - Kingsgate to Village Parkway SR-240 1000' west of Kingsgate Way to Village Parkway Construct additional lanes	WA-14264					03		0.700	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	180,000	180,000
P	CN	2028		0		0	1,951,200	1,951,200
Totals				0		0	2,131,200	2,131,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	180,000
CN	0	0	0	0	1,951,200
Totals	0	0	0	0	2,131,200

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Agency: Richland

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MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	34	SR-240 Widening - Village Parkway to Beardsley SR-240 Village Parkway to Beardsley Road Construct additional lanes.	WA-14265					03		2.030	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	500,000	500,000
P	CN	2028		0		0	5,663,200	5,663,200
Totals				0		0	6,163,200	6,163,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	500,000
CN	0	0	0	0	5,663,200
Totals	0	0	0	0	6,163,200

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	35	SR-240 Widening - Beardsley to Vantage Properties SR-240 Beardsley Road to Vantage Properties west access Construct additional lanes.	WA-14266					03		0.800	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	200,000	200,000
P	CN	2028		0		0	2,219,200	2,219,200
Totals				0		0	2,419,200	2,419,200

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	200,000
CN	0	0	0	0	2,219,200
Totals	0	0	0	0	2,419,200

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Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	36	SR-240 and Logston Road Intersection Improvements SR-240 Logston Road to Logston Road Reconstruct the existing SR-240/Logston Road intersection.	WA-14267					03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	100,000	100,000
P	RW	2027		0		0	50,000	50,000
P	CN	2028		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,290,000
Totals	0	0	0	0	1,440,000

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	37	SR-240 and Village Parkway Intersection Improvements SR-240 Village Parkway to Village Parkway Reconstruct the existing intersection at SR-240/Village Parkway.	WA-14268					03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	100,000	100,000
P	RW	2027		0		0	50,000	50,000
P	CN	2028		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,290,000
Totals	0	0	0	0	1,440,000

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	38	SR-240 and Twin Bridges Road Intersection Improvements SR-240 Twin Bridges Road to Twin Bridges Road Reconstruct the existing intersection at SR-240/Twin Bridges Road.	WA-14269					03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	100,000	100,000
P	RW	2027		0		0	50,000	50,000
P	CN	2028		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,290,000
Totals	0	0	0	0	1,440,000

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	39	SR-240 and Beardsley Road Intersection Improvements SR-240 Beardsley Road to Beardsley Road Reconstruct the existing intersection at SR-240/Beardsley Road.	WA-14270					03			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	100,000	100,000
P	RW	2027		0		0	50,000	50,000
P	CN	2028		0		0	1,290,000	1,290,000
Totals				0		0	1,440,000	1,440,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,290,000
Totals	0	0	0	0	1,440,000

Six Year Transportation Improvement Program

From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	40	Kingsgate Way Extension Kingsgate Way Clubhouse Lane to Van Giesen Avenue Construct a new 3-lane street with curb, gutter, sidewalk, bike lanes, streetlights, and storm drainage facilities.	WA-14271					01		2.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027	STP(UL)	600,000		0	600,000	1,200,000
P	RW	2027	STP(UL)	1,000,000		0	1,000,000	2,000,000
P	CN	2028	STP(UL)	4,665,000		0	4,665,000	9,330,000
Totals				6,265,000		0	6,265,000	12,530,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	1,200,000
RW	0	0	0	0	2,000,000
CN	0	0	0	0	9,330,000
Totals	0	0	0	0	12,530,000

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland

County: Benton

MPO/RTPO: BFCG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04	41	South Kingsgate Corridor Extension Kingsgate Way Keene Road to City limits Construct a new 3-lane road with curb, gutter, sidewalk, bike lanes, streetlights and storm drainage facilities and associated intersections at Keene Road, Kennedy Road and Queensgate Dr.	WA-14284					01	C G P S W	1.330	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	300,000	300,000
P	RW	2027		0		0	2,350,000	2,350,000
P	CN	2028		0		0	934,500	934,500
Totals				0		0	3,584,500	3,584,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	300,000
RW	0	0	0	0	2,350,000
CN	0	0	0	0	934,500
Totals	0	0	0	0	3,584,500

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	15,187,554		57,204,617	73,678,786	146,070,957



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 6/7/2022

Agenda Category: Resolutions - Adoption

Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-85, Amending Exhibit A of the 2022-2024 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild

Department:

Human Resources

Ordinance/Resolution Number:

2022-85

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 2022-85, amending Exhibit A of the 2022-2024 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild as provided therein.

Summary:

In May 2022, the City proposed opening up the 2022-2024 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild (SEWTG) for negotiation on wages only to focus on recruitment and retention efforts. SEWTG agreed and negotiations commenced. SEWTG represents approximately 44.2 city employees consisting of 40.2 emergency communications dispatchers and 4 lead emergency communications dispatcher/certified training officers. 14 of the 40.2 budgeted emergency communications dispatcher positions are currently vacant. Staffing shortages result in mandatory overtime and unplanned overtime due to an increased number of sick leave call-outs. These conditions cause staff burn-out and high turnover, which then exacerbates the staffing shortage. In January, the average amount of overtime worked per FTE was 60 hours, which equates to five (5) extra twelve-hour shifts per person. Occasionally (1-2 times a week), minimum staffing levels cannot be met because employees cannot be found to work overtime to cover unexpected absences.

The City proposed an economic proposal that includes eliminating Steps A and B on the current wage table. New emergency communications dispatchers would start at Step C, and any current emergency communications dispatchers not at Step C would be brought to Step C. The City also proposed a 5% increase effective June 6, 2022, a 5% increase effective August 29, 2022, no wage increase for 2023, and the 3% increase in 2024 as previously agreed in negotiations. These adjustments are all captured in Exhibit A to the 2022-2024 CBA with SEWTG. Although staff assigned to SECOMM are employed by the City of Richland, wages and benefits are paid through assessments made by member agencies of Benton County Emergency Services (BCES). The BCES Executive Board favorably recommends mitigation of the identified recruitment and retention hardships through a reasonable wage increase.

The City was notified that SEWTG membership ratified the proposed amendment to Exhibit A on May 20, 2022. As required by the Richland City Charter, a public hearing is scheduled for June 7, 2022 to take public comment on the proposed agreement.

Staff recommends the adoption of Resolution No. 2022-85.

Fiscal Impact:

Terms of the proposed amendment fall within Council's collective bargaining parameters, and sufficient funds are available in the Benton County Emergency Services (BCES) budget from salary savings from vacant positions to cover proposed 2022 increases. As BCES's Administrative Jurisdiction, the City provides services to BCES under the terms of a multi-jurisdictional interlocal agreement and participates as a member agency with the cities of Kennewick and Pasco and the counties of Benton and Franklin.

Attachments:

1. Resolution No. 2022-85
2. Proposed Amendment to Exhibit A of 2022-2024 SEWTG CBA

RESOLUTION NO. 2022-85

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING EXHIBIT A OF THE 2022-2024 COLLECTIVE
BARGAINING AGREEMENT WITH THE SOUTHEAST
WASHINGTON TELECOMMUNICATORS GUILD.**

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the Southeast Washington Telecommunicators Guild (SEWTG); and

WHEREAS, the Southeast Communications Center (SECOMM) is experiencing recruitment and retention hardships resulting in operating under minimum staffing thresholds and excessive amounts of overtime assigned to current staff; and

WHEREAS, although staff assigned to SECOMM are employed by the City of Richland, wages and benefits are paid through assessments made by member agencies of Benton County Emergency Services (BCES), including Kennewick and Pasco, and the Counties of Benton and Franklin; and

WHEREAS, the BCES Executive Board favorably recommends mitigation of the identified recruitment and retention hardships through a reasonable wage increase; and

WHEREAS, an adjustment to Exhibit A of the 2022-2024 SEWTG Collective Bargaining Agreement is warranted based on extreme circumstances surrounding staffing levels and external market conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Exhibit A to the 2022-2024 SEWTG Collective Bargaining Agreement, as amended, is hereby approved and incorporated therein.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the updated collective bargaining agreement on behalf of the City.

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 7th day of June, 2022.

Michael Alvarez, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT BETWEEN
THE CITY OF RICHLAND, WASHINGTON
AND
THE SOUTHEAST WASHINGTON TELECOMMUNICATORS
GUILD

December 20, 2021 through December 15, 2024

Adopted by Resolution No. 146-21, December 7, 2021

**Exhibit “A” Amended by Resolution No. 2022-85,
June 7, 2022**

Contract # 454-21



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AGREEMENT BETWEEN THE CITY OF RICHLAND AND SEWTG

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Article I. Preamble

This AGREEMENT is entered into by and between the City of Richland, hereinafter referred to as City, and the Southeast Washington Telecommunicators Guild, hereinafter referred to as Guild. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, benefits and other terms and conditions of employment.

Article II. Recognition

Section 2.01 *Personnel Ordinance and City Policies*

Richland Municipal Code Title 2, Chapter 28, Personnel Plan, as amended, is incorporated herein by reference and considered a part of this Agreement. In the event of conflict, this Agreement shall prevail.

It is understood that this section in no way restricts the Guild's right to bargain the impacts of any changes to the Personnel Ordinance. The Guild will be provided with draft copies of any proposed changes for review and comment at least 30 days prior to consideration by City Council.

Where City policies are referenced in this Agreement, such policies are available on the City's employee intranet under the policies index.

Section 2.02 *Unit Description*

The City hereby recognizes the Guild, as the exclusive bargaining agent for full-time and part-time classifications enumerated in Exhibit 'A', excluding supervisors.

It is understood that part-time employees shall be subject only to statutory benefits and a prorated share of vacation and sick leave in accordance with this Agreement.

Section 2.03 *Communications and Notices*

Any notices to be given hereunder by either party to the other, including formal grievances, shall be effected in writing either by personal delivery or by first class mail as follows:

To the City

Human Resources Manager
City of Richland
625 Swift Blvd., MS-12
Richland, Washington 99352

To the Guild

Emmal, Skalbania and Vinnedge
4241 21st Avenue W., Suite 104
Seattle, Washington 98199-1271

SEWTG President
PO Box 1667
Richland, Washington 99352

Article III. Term and Renewal

This Agreement shall be for a term of three (3) years commencing December 20, 2021, and ending the last payroll period of 2024 (December 15, 2024).

Either the City or Guild may request to enter into negotiations for a succeeding agreement by notifying the other party in writing no later than 90 days prior to expiration.

Article IV. Scope and Prevailing Rights

Section 4.01 *Basic Agreement*

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

Section 4.02 *No Discrimination*

The City and Guild understand that state and federal law prohibit discrimination, and shall abide by and support Richland Municipal Code section 2.28.105 related to Equal Opportunity Employment.

The City and Guild also agree not to discriminate against any employee because of membership or non-membership in the Guild.

Section 4.03 *Management Rights Reserved*

All management rights and functions except those which are clearly and expressly limited in this Agreement shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Establish and schedule working hours.
- b. Establish, modify, or change work schedules or standards.
- c. Institute changes in procedures.
- d. Direct the work force, including the right to hire, promote, demote, transfer, reassign, suspend, discipline or discharge any employee. Non-probationary employees shall not be suspended, disciplined or discharged without just cause. Language contained herein and in Section 16.01 will take precedence over any inconsistent language contained in Exhibit 'B'.
- e. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- f. Determine services to be rendered and frequency thereof.
- g. Determine the layout of buildings and equipment, and materials to be used therein.
- h. Determine processes, techniques, methods, and means of performing work.

- i. Determine the size, character and use of inventories.
- j. Determine the administrative organization of the system.
- k. Determine selection, promotion, or transfer of employees.
- l. Determine the size and characteristics of the work force.
- m. Determine the allocation and assignment of work to employees.
- n. Determine policy affecting the selection of new employees.
- o. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- p. Determine administration of discipline.
- q. Determine control and use of City property, materials, and equipment.
- r. Schedule work periods and determine the number and duration of work periods.
- s. Establish, modify, eliminate or enforce rules and regulations.
- t. Place non-bargaining unit work with outside firms.
- u. Determine the kinds and numbers of personnel necessary to execute the City mission.
- v. Determine the methods and means by which such operations are to be conducted.
- w. Require employees, where necessary, to take in service training courses during working hours.
- x. Administer the employee benefits program including but not limited to determining and or modifying premiums, premium structure, eligibility, plan design, benefit levels, deductibles and co-payments; as well as selection of broker, carriers, network and third party administrator.
- y. Determine duties and minimum qualification requirements to be included in any job classification.
- z. Determine the amount, necessity and assignment (compulsory and discretionary) of overtime.
- aa. Take any necessary action to carry out the mission of the City in cases of an emergency or other unusual situation.
- bb. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Article V. Guild Membership And Security

Section 5.01 *Guild Membership*

Employees shall have the right to refuse to join or participate in the activities of the Guild. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Guild or its members because of the exercise of these rights.

Section 5.02 *Deduction Of Guild Dues*

The Guild will notify the City of its dues/fees and assessments. The City will deduct Guild dues/fees and assessments from the wages of the employees who have authorized such deductions

in writing, when a copy of the employee's written authorization is provided by the Guild to the City. The City will forward dues/fees and assessments to the Guild each pay period, to the address and name provided by the Guild, accompanied by a list of dues-paying employees and the amount of their dues and elected Guild-provided benefits.

The Guild hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action arising from the operation of this provision of this Agreement. It is also agreed that neither any employee nor the Guild shall have any claim for error against the City for any deductions made or not made, as the case may be.

Section 5.03 *Revocation of Guild Payment Authorization*

An employee may revoke their authorization for payroll deduction of payments to the Guild by the employee simultaneously providing written notice to the City and the Guild. The City will process the employee's request to end the deduction as soon as administratively feasible, either effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice. For purposes of revocation, the employee may provide written notice by email to the City's Human Resources Manager or Finance Director or directly to the Guild, who will provide the notice to the City.

Section 5.04 *Guild Stewards*

The City recognizes the right of the Guild to designate one (1) president and four (4) additional shift stewards (one (1) per shift) from among the employees covered by this Agreement. It is understood that the Guild may deviate from this arrangement with written consent from the City as long as the total stewards do not exceed the five (5) listed herein. The purpose of these stewards is to administer this Agreement, negotiate new labor agreements and to assist represented employees with the grievance procedure. Except as provided herein, stewards shall not utilize City paid time to carry out their Guild responsibilities.

In addition to the grievance procedure, it is understood that a represented employee may request the presence of a Guild steward during an employer-employee conference when one or more of the following apply: 1) as a part of an investigational interview which may result in a disciplinary action against the employee or another employee; 2) when in the best interest of all involved as determined by the supervisor and steward (disagreements shall be resolved by the SECOMM Manager or Director of Human Resources); and 3) as provided for by applicable statute or case law. However, employees shall retain the right to decline representation.

When employees request a meeting with a supervisor, he or she may elect to bring a steward or other Guild member along for support, or to act as a witness. If the supervisor wishes to have a one on one meeting with an employee without Guild representation, the employee may request that the supervisor commit to writing that the subject meeting is not investigatory in nature and will not lead to disciplinary action.

Section 5.05 *Guild Release Time*

On a calendar basis, the City shall provide a total amount equal to no more than two (2) hours per represented member of paid time off for stewards to conduct Guild business. For example, a Guild

with representation of 50 members shall receive a total of 100 hours of Guild release time on an annual basis. Guild business shall be defined as pursuing the grievance procedure; attendance at labor/management and related meetings; negotiating new/successor labor agreements as well as permitted employee conferences. It is understood that such release time should not result in an overtime liability. However, due to inadequate staffing situations, the SECOMM Manager and Human Resources Director may determine that such overtime may be incurred as a result of Guild release time. A list of eligible officers and stewards who may draw from the total available Guild release time shall be provided to the City by January 1 of each year.

For the purposes of negotiating new/successor labor agreements, the Guild negotiation team will be provided an additional two (2) hours of total Guild release time per represented employee to be shared among all Guild negotiating team members. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.

Shift trades may be utilized for the purposes of negotiating new/successor labor agreements. The shift trade between a Guild representative and a Guild member will not count towards their allotted shift trades per year.

Eligible officers and stewards shall obtain approval from the immediate supervisor or Manager prior to utilizing Guild Release Time.

When requested by the steward and approved by the City, employees may use their regular paid time off in excess of Guild release time, to attend training, conferences or participate in special projects. Such leave shall be granted with due regard for the needs and staffing of the City's service.

Section 5.06 *Guild Visits*

The City agrees to grant the Guild representative access to employee break areas with advance notice for the purpose of administering this Agreement. In the event the Guild representative requests access to other areas, such access may be granted only when accompanied by a representative of the City. Any employee called away from his workstation (including Guild stewards) to confer with the Guild representative must do so on non-City paid time and remain in such an unpaid status for the duration of the interview. Permission for an employee to leave their workstation must be received in advance from the supervisor.

The Guild agrees to defend, indemnify and hold harmless the City for any loss, damages or claim arising out of such visits.

Section 5.07 *Bulletin Boards*

The City shall provide a bulletin board for the Guild's use in an area conveniently accessible to bargaining unit employees. The Guild may maintain the Board for the purpose of notifying employees of matters pertaining to Guild business. All notices shall be signed by a representative of the Guild who is authorized by the Guild to approve Guild notices. Such notices shall not be critical of the City, its employees, management or governing authorities.

Section 5.08 *Professional Standards*

In keeping with professional ideals and standards, neither the Guild nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

Article VI. *Savings Clause*

Section 6.01 *State And Federal Obligations*

This Agreement shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein.

Section 6.02 *Court Actions*

If any provision of this Agreement or its application should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 6.03 *Binding*

Except as provided in the above preceding paragraphs, the parties hereto agree this Agreement cannot be modified, changed or altered in any way whatsoever except by provision of notice and meeting and conferring prior to implementation of any changes

Due to the inter-local nature of BCES and SECOMM, it is understood that this Agreement shall not be binding on successors or assigns.

Article VII. *Full Understanding, Modifications, Waiver*

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

It is understood that prior practices which do not conflict with this Agreement shall continue without interruption. Prior practices shall be defined as a practice which has been: 1) unequivocal; and 2) clearly enunciated and acted upon by both parties; and 3) readily ascertainable over a reasonable period of time as fixed and an established practice; and 4) is not in conflict with the Management Rights section of this Agreement.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Consistent with the Preamble Article herein, it is understood that this Article is not intended to thwart routine discussions between the City and Guild regarding the variety of issues which arise from time to time.

Article VIII. Performance of Duty

The City and Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Therefore, the City agrees it will not lockout its employees and the Guild agrees that there will not be any strikes, slowdown, boycott, blue-flu, mass sick call, work stoppage, or other interference with City functions during the life of this Agreement or any extension thereof.

It is recognized that due to the uniqueness of this City and its emergency police, fire, and medical dispatching responsibilities, a work stoppage at the agency resulting from a secondary picket line will directly place in extreme jeopardy the lives, property, and safety of all citizens served by the City.

In the event any secondary picket line is established at a City location, the Guild shall specifically authorize, direct, and assist said dispatch center employees to cross such picket line, report for work, and carry out their assigned responsibilities. Any refusal to work or failure to cross such picket lines by the members of the bargaining unit shall be a violation of this Agreement and such employees may be disciplined and/or discharged for such action.

Employees who engage in any work stoppages or variations thereupon as stipulated in this Article shall lose all accrued benefits at the time of such action without the right of appeal. Employees shall not be entitled to any benefits or wages whatsoever while engaged in a strike, boycott, slowdown, blue-flu, work stoppage, refusal to perform duties or other interruption of work.

Article IX. Seniority

Section 9.01 *Definition*

For the purpose of this Agreement, seniority shall be defined as the length of the employee's continuous service with the City, which includes recognition of prior service with the Southeast Communications Center (SECOMM) established under Interlocal Agreement. An employee who is laid off, or takes a position as a non-represented City employee and who has been reinstated or re-appointed at the dispatch center as a represented City employee within six (6) months thereafter shall be deemed to have continuous service. Effective December 24, 2018, the seniority list shall be amended to reflect this section.

Section 9.02 *Probationary Period*

All original, transfer and promotional appointments shall be tentative and require a probationary period of twelve (12) months, during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees requiring a specialized instruction or a course of training shall have their probationary period extended by an amount of time equal to the time required to complete said training. The appointing authority shall make a periodic written performance evaluation during the probationary period as required to fully and fairly evaluate satisfactory performance for eligibility for regular full-time employment. Absences of any type that exceed thirty (30)-continuous calendar days shall extend the twelve (12)-month probation by the same duration.

The appointing authority may terminate a probationary employee at any time, without cause, during the probationary period. With the exception of Lead Emergency Communications Dispatcher/Certified Training Officer, employees who fail probation shall not have the right to bump back to their previous or any other position. Said employees may be reinstated by the City Manager, based on a recommendation of the Chief of Police and available vacancy.

Section 9.03 *Layoff*

Employees shall be laid-off in the inverse order of seniority within their classification. In the event of a layoff in the Lead classification, the effected employee or employees shall have the right to "bump" back into the Dispatcher classification based on his or her seniority. Thereafter the least senior employee in the Dispatcher classification shall be laid off. Nothing in this section shall limit the City's ability to reduce hours, demote or utilize other means of responding to issues related to lack of work, reorganization, or lack of funds.

Section 9.04 *Recall*

Employees laid off in accordance with the Lay Off section of this article shall be retained on a recall list for not less than twelve (12) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees on recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days of the date of the notice. If the employee fails to respond or does not accept the job, the employee will forfeit all recall rights and be considered to have voluntarily separated from employment. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

Section 9.05 *Termination of Seniority*

Seniority and the employment relationship shall be terminated when an employee: 1) quits, or; 2) is discharged for just cause; or 3) is absent for three (3) consecutive work days without notifying the City; or 4) is laid off and fails to report within fifteen (15) days after having been recalled; or 5) fails to report for work within twenty-four (24) hours after expiration of an authorized leave of absence; or 6) is laid off in excess of one (1) year; or 7) retires or is retired.

Article X. Hours of Work and Working Schedules

It is understood that in accordance with the Management Rights section of this agreement, the City reserves the right to change the schedules and times contained in this section. Except when necessitated by unforeseen circumstances or when in the best interest of the service, management will provide two (2) weeks' notice prior to any change.

Section 10.01 *Work Period*

Employees working eight (8) and ten (10) hour shifts, the work week shall commence Sunday midnight of the current week and end at midnight on the following Sunday.

Employees working twelve (12) hour shifts, the workweek shall be as follows:

- (1) Day Shift: shall commence on Saturday at 1500 hours and end the following Saturday at 1500 hours.
- (2) Night Shift: shall commence on Sunday at 0300 hours and end the following Sunday at 0300 hours.

Section 10.02 *Work Schedules*

The work schedule will consist of a six (6) week rotation. The City reserves the right to adjust the schedule as necessary to maintain proper coverage. The work schedule will accommodate the need of the communications center to provide adequate coverage. The accommodation will be noted as multi-start, stop times for employees, a combination of eight (8), ten (10) and twelve (12) consecutive hour shifts.

Section 10.03 *Meal Periods*

Employees shall be allowed a thirty (30)-minute paid lunch break when working a shift in excess of six (6) consecutive hours. Once an employee's shift supervisor has approved an employee to go on a fifteen (15)-minute break or a thirty (30)-minute lunch break, the employee will be allowed to leave the communications center during approved breaks, with the understanding that there will be times when an employee may be able to take a break but not leave the premises. If the employee is needed in the communications center, the employee will return as requested by the shift supervisor.

Employees must be physically present for more than six (6) hours during any particular shift in order to be entitled to receive a paid lunch break during that shift. Employees working six (6) hours or less will not receive a paid lunch.

Section 10.04 *Rest Periods*

Employees working eight (8), ten (10), and twelve (12)-hour shifts shall be allowed a fifteen (15)-minute break during the first half of the shift and a fifteen (15)-minute break during the second half of the shift as allowed by the activity of the communications center. The rest period cannot be combined with another rest period or lunch break, nor used as time to leave the shift early or to arrive to work late.

Section 10.05 *Daylight Savings Time*

Employees that are on duty for thirteen (13) hours when the daylight savings time switches will be compensated for one (1) hour of overtime at one and one half (1 1/2) times their normal rate of pay. Employees who are short one (1) hour for their scheduled work week will have the option to 1) remain at work to make up their hour; 2) use vacation; or 3) take leave without pay.

Article XI. Wages and Overtime

Section 11.01 *Wages*

All employees covered by this Agreement shall receive wages per Exhibit 'A' attached hereto. Progression through the range shall be based on a review of performance and merit, in no less than six (6)-month intervals. Employees shall be eligible for progression based on a “meets” or “exceeds” performance evaluation and the recommendation of his or her supervisor. All such increases shall take effect at the first of the pay period following recommendation by the supervisor.

Any employee assigned CTO duty shall receive ten percent (10%) differential pay over their base pay for the actual hours that he or she is assigned.

Section 11.02 *Temporary Work In A Higher Classification (Acting Pay)*

An employee who is temporarily upgraded and/or placed into an acting Lead position, such as the Emergency Communications Dispatcher Lead position by the supervisor or manager, will receive an additional ten percent (10%) of regular base pay for actual hours worked in that upgrade capacity.

Section 11.03 *Overtime and On-Call*

(a) *Application*

In order to provide service, it is understood that a system shall be in place to ensure adequate coverage, and distribute overtime and on-call responsibilities.

All overtime shall be administered in accordance with the Fair Labor Standards Act and state law where applicable. All overtime shall be compensated at a rate of one and one-half times the employee's normal rate of pay (unless a higher rate is called for by the specific provisions of this Agreement in a particular instance).

For the purposes of overtime calculation, “hours worked” shall include holiday, vacation, and sick leave. For the purposes of overtime eligibility, any leave without pay shall not be counted as hours worked. Except for holidays, all time worked as a result of a call-in shall be paid at time and one-half. It is understood that holidays will be compensated at double time and one-half.

Overtime worked will be accrued in tenths of hours (each tenth equals six (6) minutes). All overtime shall be compensated in the form of pay.

Employees shall receive a minimum of one (1) hour of overtime pay for reporting to work, whether or not the employee was needed for work.

Employees will be compensated fifty dollars (\$50.00) for each twelve (12) hour on-call assignment they are responsible for covering. Employees that share an on-call assignment will each receive twenty-five (\$25.00) for the assignment they are responsible for covering. On-call assignments can only be split between two (2) employees.

It is understood that employees will respond to calls and be available to report to work within one (1) hour. Failure to report as outlined, or reporting to work in an unfit state, may result in disciplinary action, up to and including termination.

It is understood that while being on-call, employees are free to engage in personal activities, and on-call time is not considered "hours worked".

(b) Overtime and On-Call Posting

The on-call calendar will be posted prior to December 1 of the preceding year. Employees are expected to ensure their contact information and preferences are updated each year. On-call coverage will be posted in conjunction with the twelve (12)-hour shifts (day shift 0700-1900 and night shift 1900-0700).

Overtime that is anticipated and known to the supervisor will be posted for employees a minimum of thirty (30) days in advance of the needed date. Overtime hours/slots will be posted within the twelve (12)-hour shift time frames, with the following considerations: skill level, need, and short day or alternate schedule coverage availability.

Employees will be offered the opportunity to volunteer for posted overtime and on-call coverage. However, it is understood that compulsory assignments will be made absent voluntary selections.

(c) Distribution System

It is understood that, except in extreme cases, employees not assigned to on-call duty will not be called for compulsory overtime. Employees who are on vacation leave shall not be called to work for any reason.

On-call assignments will be made prior to overtime assignments for the same day. Assignments of overtime or on-call will be given in writing or electronically.

On-call and overtime assignments will be made between seven (7) and fourteen (14) calendar days prior to the date of coverage. When unanticipated coverage is needed, notice shall be five (5) calendar days. After the compulsory assignment is made, a volunteer may arrange with the assigned to take the assignment.

Employees that volunteer for an on-call assignment and subsequently remove their name from the assignment will notify a supervisor in writing or electronically. If it is less than fourteen

(14) days until the assignment, the employee may not remove their name without prior supervisor or management approval.

Compulsory overtime and on-call will be assigned to the employee who is scheduled to work the overtime or on-call the furthest date back from the date of need, inclusive of dates that have not yet occurred. For the purposes of assignment, the date the assignment begins is the date that will be counted. If two (2) employees have the same date as their furthest date back from the date of need, and both are available to work the same slot, the employee with the next furthest date back from the date of need will be assigned the overtime.

Overtime adjacent to short day or alternate shift hours will be assigned to those working the shift before assigned to someone on their RDO. The same assignment criteria noted in this section will apply. Employees working a shift trade for another employee on that employee's short-day shift will be eligible for either voluntary or mandatory overtime as if they were the on duty or on-coming employee they are working the trade for.

Overtime and on-call will not be assigned to those on approved vacation (full shift) or scheduled sick leave adjacent to the overtime assignment.

When a block of overtime or on-call is needed, the same employee will not be given more than one (1) day in that block, or be required to work back- to- back shifts in that block if at all possible. If multiple slots exist in the same pay week, the overtime/on-call will be distributed if at all possible. The intent is to rotate through the shift, starting with the employee that had the worked overtime the furthest date back from the date of need.

It will be a priority consideration on the part of the SECOMM that an employee will not have to work more than six (6) days in a row, or work with less than eight (8) hours of rest between shifts. There may be extenuating circumstances in which one or both of these situations may be necessary from time to time. In situations where overtime assignments are cancelled, a reasonable effort shall be made to cancel mandatory overtime assignments first before the cancellation of any voluntary overtime assignments. A reasonable effort shall also be made to avoid requiring any employee to work a split overtime shift.

Section 11.04 *Longevity Pay*

Effective 1/1/2022, employees are entitled to an increase in their base pay after reaching the following thresholds:

<u>Years of Service Percentage</u>	
5 years	\$30 per month
10 years	\$60 per month
15 years	\$90 per month
20 years	\$120 per month
25 years	\$150 per month

Longevity pay will be paid on the first paycheck of the month for the prior month.

Article XII. Insurance and Benefits

For full-time employees, the City shall, subject to the availability of funds, maintain certain coverages as a part of employee benefits, where appropriate. Coverage generally begins the first of the month following the employee's date of hire. The exact terms of coverage are outlined in the respective plan documents, and are available through Human Resources.

The Guild will be notified in writing of any changes in available service, decreases in benefits or increases in premiums. It is understood that significant changes will be subject to consultation and face to face meetings with Guild representatives prior to implementation.

Section 12.01 Health

The City shall contribute to City sponsored Preferred Provider Organization Plus (PPO+) Plan or successor health plans. The plans shall provide coverage for the employee and his or her eligible dependents.

Employees will contribute the following tiered percentages per month towards the employee and dependent health care package provided by the City. The City will contribute the balance of the contribution. The monthly contribution will be split equally and payroll deducted from the employee's first two (2) paychecks of each month.

Employee Medical Contributions by Tier

Employee Only	12%
Employee & Spouse	12%
Employee & Child/Children	12%
Employee, Spouse & Child/Children	12%

Employees selecting a plan with a higher premium than the PPO+ plan (if available) shall be required to pay any additional premium. If the City adopts a High Deductible Health Plan, employees shall be afforded an opportunity to elect such plan.

Section 12.02 Dental

The City will pay for a plan which covers the employee and all of his or her eligible dependents.

Section 12.03 Vision

The City will pay for a plan which covers the employee and all of his and her eligible dependents.

The City reserves the right to select the health care carrier, administrators and network of said health care benefit program.

Section 12.04 Post-Employment Health

During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one time opportunity to fund a post-employment health program. In lieu of participation and the long term funding requirements for this new benefit program, the Guild

elected to take additional wages. As a result, it is understood that Guild members are not, nor shall at any time in the future, be eligible to participate in the post-employment health benefit program.

Section 12.05 *IRC Section 125 Flexible Spending Account*

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program if offered by the City. If the program is offered, the City will pay the administrative fee for processing claims.

Section 12.06 *Long Term Disability*

The City will pay the entire premium for a Long Term Disability policy. The policy shall have a benefit of up to sixty percent (60%) of the monthly base salary with an elimination period of 90 days. The maximum monthly benefit shall be \$7,500.

Section 12.07 *Life and Accidental Death & Dismemberment*

The City will maintain a policy which provides a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

Section 12.08 *Retirement*

Employees in the bargaining unit shall be subject to the retirement system appropriate to their employment classification and status as provided for by state law.

Section 12.09 *Deferred Compensation*

In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the MissionSquare Retirement Internal Revenue Code (IRC) section 457 plan.

Upon completion of probation, the City will match an employee's contribution of up to three percent (3%) of base pay into either the MissionSquare Retirement IRC 457 or IRC 401 (a) plans.

Section 12.10 *Optional Coverages*

Subject employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits at any time without prior notice or consent.

Article XIII. Leaves

Section 13.01 *Vacation*

Each full-time employee shall accrue vacation time as set forth below, based on his or her continuous length of service, which has accumulated since his or her most recent anniversary date of employment.

An employee's request for vacation shall be affirmed or denied by the supervisor or manager within seven (7) calendar days of the employee's initial written request.

(a) Accrual and Use

An employee shall not be eligible for a vacation until the employee has worked for the City for a minimum of six (6) calendar months from his or her most recent anniversary date of employment.

Vacation accrual rates are listed below:

<u>Years of Service</u>	<u>Accrual Rate (hours per month)</u>
1st through 5th year	12.67
6th through 9th year	13.67
10th through 15th year	15.67
16th through 20th year	17.67
Over 20 years	20.67

An employee's vacation balance shall be at a maximum of three hundred (300) hours by December 31 of each year. On an annual basis, an employee may sell no less than twenty (20) hours and up to sixty (60) hours of vacation pay, provided that he or she maintains a balance of 80 hours of vacation after the transaction. The buy-out may be taken as: 1) pay; 2) funding an MissionSquare Retirement 457 Deferred Compensation Plan; or 3) a combination of the above.

Approval of such requests is at the discretion of the manager. Based on extraordinary circumstances or when the employee has not been permitted to take vacation due to lack of staffing or workload, the department head, in consultation with the City Manager, may allow an increase in the annual buyout, or a rollover of hours exceeding three hundred (300) hours.

Upon termination, an employee with more than six (6) months of service shall be paid for any accumulated vacation, (up to 300 hours) at his or her final base straight time rate of pay. Vacation time shall be taken in no less than one-half (1/2) hour increments, or as applicable by law.

With the exception of FMLA or other qualifying protected leaves, vacation hours shall not be used to cover sick hours.

Approved vacation may be rescinded based on the needs of the service, such as activation of the Emergency Operations Center, or other emergency conditions.

(b) Vacation Picks

The vacation pick process will begin the Monday of the week of October 15 each year. Bargaining unit members will have the opportunity to select two (2) separate vacation picks of not less than twenty-four (24) and up to eighty (80)-consecutive hours. This vacation selection is defined as a vacation pick.

SECOMM employees are divided into two sides for scheduling purposes, the "A" side and the "B" side. The "A" side consists of two shifts: "A1" and "A2". The "B" also consists of two shifts: "B1" and "B2". A total of three (3) bargaining unit members per side may be on a scheduled

vacation pick at any given time, however, only a maximum of two (2) bargaining unit members that are on the same shift (A1, A2, B1 or B2) can be on their scheduled vacation pick at any given time.

Vacation picks will be made in order of seniority by shift assignment side (A and B), with the more tenured employee first. Each employee will have four (4) of their scheduled workdays to complete their bid.

Employees that are absent from work at the time of their bid will be contacted at their phone number on record and advised they have four (4) days to complete their bid or forfeit their bid. Should an employee anticipate their absence during the bid process, they can identify a proxy to management in writing who will make the bid on their behalf. At management's discretion, exceptions can be made in extreme circumstances. Vacation, flex pick or trade requests will not be denied or "paused" if the request is made in a timely manner during the vacation pick process and if there is enough staffing at the time of the request.

Vacation picks and flex picks will be counted as a pick based on the start date of the vacation. i.e., if an employee picked vacation from 12/30/2020 – 01/10/2021 then that will count as a pick for 2020. The employee will still have their two (2) picks for 2021.

After the last bargaining member on the seniority list has selected vacation picks, employees may elect to select one optional "Flex" pick. This "Flex" pick will be a minimum of sixteen (16) hours and a maximum of eighty (80) hours. The Flex pick start date must be between thirty (30) and ninety (90) calendar days from the date of request and is made on a first come, first served basis. All "Flex" picks shall not conflict with the vacation pick parameters.

Vacation and flex picks are guaranteed provided the employee has the entire balance of vacation time available at the beginning of the scheduled vacation or flex pick. In the event the entire vacation balance is not available, an adjustment may be made to not exceed the vacation balance available prior to the pick or taking vacation or flex pick. If an employee chooses to work OT, cell phone or to participate in a shift trade during their vacation or flex pick their remaining vacation or flex pick shall remain guaranteed. i.e. If an employee chooses to work one (1) shift of overtime instead of using one (1) vacation day in the middle of their pick, they shall still be considered on a guaranteed vacation or flex pick and shall not be assigned overtime or cell phone during or adjacent to their pick.

Employee requested cancellations of any part of a vacation pick require a fourteen (14) calendar day written notice. Vacation picks not cancelled within parameters defined will still count as a pick and the employee will not be allowed to work during the vacation pick time that was not cancelled.

In the event that a vacation or flex pick is cancelled voluntarily by an employee, or an employee terminates their employment, other employees will be given the opportunity to switch one of their vacation or flex picks to the vacated days that become available, based on seniority. Employees interested must respond via email to supervisor within thirty (30) days. Decisions will be based

on seniority. If an employee voluntarily cancels their vacation or flex pick, they will have the ability to select a new pick within the same parameters as defined above. Outside of vacation or flex picks, individual requests for vacation usage will not be accepted more than sixty (60) days in advance.

(c) Donation and Transfer

The policy of the City is to allow employees to donate vacation to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for donated vacation leave when (1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or (2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of donated vacation leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

The vacation leave recipient must pay insurance premiums while using donated vacation leave, and will not accrue sick or vacation leave while using donated vacation leave.

An eligible employee requiring use of donated vacation leave shall notify Human Resources in writing that the use of donated vacation leave is required, explaining and providing written documentation as to the circumstances. Human Resources is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (available on the Intranet) for City-wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

- 1) A vacation balance of at least 200 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
- 2) Vacation is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer 10 hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with 20 hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Only the actual donations needed each pay period will be used by Finance during payroll processing. If the recipient does not use all the leave donations offered by employees, the donations will not be applied to the recipient's account.

Section 13.02 *Holidays*

The following are official holidays for all employees:

- (1) New Year's Day (January 1);
- (2) President's Day (the third Monday of February);
- (3) Memorial Day (last Monday in May);
- (4) Independence Day;
- (5) Labor Day (First Monday in September);
- (6) Veterans Day (November 11);
- (7) Thanksgiving Day (fourth Thursday in November);
- (8) Day after Thanksgiving;
- (9) Christmas Eve;
- (10) Christmas Day (December 25);

Any additional holidays declared by the city council shall apply to members of the bargaining unit.

Employees working a scheduled shift on any official City holiday shall receive 2½ times the regular rate of pay for **all hours worked on the shift**.

Employees scheduled to work a holiday, but request time off, are charged applicable vacation leave for that day.

Employees not scheduled to work on any of the above holidays shall receive eight (8) hours of holiday pay.

When called in to work on the holiday, an employee shall be paid 1½ times for hours actually worked on the holiday plus the eight (8) hours of holiday pay. Hours worked in excess of eight (8) hours of the holiday shall be paid at the rate of 2½ times the regular rate of pay.

In order to receive holiday pay, the employee must work the employee's entire last scheduled workday prior to the holiday and the employee's entire first scheduled workday after the holiday, or the employee must have an excused absence or an approved day off.

Section 13.03 *Sick Leave*

The parties agree that sick leave should be viewed as insurance rather than a vested leave benefit and the use is subject to conditions and restrictions as defined herein.

Sick leave shall be accrued at a rate of eight (8) hours per month of employment except that sick leave will not be accrued during an unpaid leave of absence. There is no limitation on the number of hours that an employee may accrue.

Employees unable to report for work shall notify the appropriate supervisor, lead or upgrade at least two (2) hours prior to the start of their shift. Employees who know in advance that they will be utilizing sick leave for a particular purpose (i.e. hospitalization, surgery) shall give notice of sick leave as far in advance as practically possible. Sick leave shall be used for absence from work due to illness, injury or medical provider appointments. Misuse of sick leave will be subject to

disciplinary action. The City may require a doctor's verification if an employee is absent from work because of injury or illness for three (3) or more consecutive shifts, or when the employee has met the criteria set forth in Section 15.02, subsection a (Absenteeism), as amended by mutual agreement of the parties.

The City will pay to each employee who separates their employment with the City or takes a regular PERS II or PERS III service retirement twenty-five percent (25%) of the employee's unused sick leave. The employee must have a minimum of five (5) years of service. Payment shall not exceed \$4,000.00 dollars.

Section 13.04 *State Sick Leave*

Employees shall accrue Washington's paid sick leave (State Sick Leave) in accordance with City policy. Paid sick leave accruing in accordance with Washington law and the City policy is a subset of existing Sick Leave accruals.

Section 13.05 *Bereavement Leave*

An employee may be granted bereavement leave with pay up to a maximum of thirty-six (36) hours for the death of a member of the employee's immediate family provided the employee was scheduled to be at work.

Immediate family members include spouse; child (includes step, adopted, natural or adult child) or grandchild (includes step, adopted or natural); parent (includes step, adoptive or natural), guardian or grandparent; sibling (step, natural or adopted); in-laws (includes parent-in-law, son-in-law and daughter-in-law); or domestic partner. It does not include uncle, aunt, niece, nephew or cousin. However, nothing shall prohibit an employee from using vacation leave or shift trades for bereavement due to the death of not so immediate family members, e.g. nieces, nephews, aunts, uncles, cousins, other in-laws.

All time off in excess of thirty-six (36) hours, must be approved by the Manager and shall be charged to vacation leave.

Section 13.06 *Occupational Disability Allowances and Restricted Duty*

(a) *Disability Leave*

Any employee injured on the job who is eligible for time loss payments under the Workers' Compensation Law shall, for the duration of such payment, receive only that portion of the employee's accumulated sick leave pay as elected at the employee's option which together with said time loss payments, will not equal more than 100% of the regular daily rate of pay for any one regular work day, excluding overtime. The City will inform the employee of the available option at the time the employee meets with Human Resources to complete the required paperwork.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the optional sick leave allowance in excess of mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance or paid by employee reimbursement.

(b) Restricted Duty Program

Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work related illness or injury. City employees incurring job related injuries with restrictions that cannot be integrated into their regular duties, or, that prohibit the temporary performance of their regular duties may be eligible for modified work assignments, when available. Participation in the program is generally contingent upon being released for modified duties by a City appointed physician. On a case by case basis when approved by the Department Director and the Human Resources Director, the City may allow employees with non-industrial injuries or illnesses to participate in the Restricted Duty Program.

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to his or her former position. Employees must be temporarily injured and expected to return to their regular duties. At the City's sole discretion, a Restricted Duty program may be extended to an employee for more than ninety (90) days. Employee's may be transferred to another medically appropriate assignment or removed from the program by the Human Resources Director based on inadequate performance.

Hours worked in the program are considered productive hours in the computation of fringe benefits and seniority. It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment.

Eligible employees who are offered and refuse a modified work assignment or incur unexcused non-industrial related absences may suffer the loss of all temporary disability benefits.

Employees on restricted duty will be compensated at eighty percent (80%) of the regular base hourly rate for their regular position in lieu of the lower Workers' Compensation temporary disability income. Differentials do not apply while on Restricted Duty.

Section 13.07 *Leave to Attend Funerals of City Employees*

Except for temporary and provisional employees, all City employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

Section 13.08 *Jury Duty and Witness Service*

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party, shall be paid during the absence on account of the jury or witness service, salary less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled. In accordance with the Hours of Work and Management Rights sections of this Agreement, the SECOMM Manager may modify schedules to assist employees in providing this valuable public service.

Section 13.09 *Military Leave*

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

Section 13.10 *Family and Medical Leave*

The city retains the right to administer medical leave using policies and procedures deemed by the City to be the most efficient methods to comply with the terms of this agreement and applicable medical leave regulations.

Section 13.11 *Leave of Absence Without Pay*

Excluding temporary and provisional employees, a Department Director may grant a leave of absence without pay up to thirty (30) calendar days. Except for temporary and provisional employees, the City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U.S. Armed Forces shall, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.

In the event of injury or illness, the appointing authority may require that the employee submit a certificate from the attending physician or a designated physician indicating the nature of the illness or injury with a prognosis for recovery.

Upon expiration of an approved leave of absence in excess of thirty (30) days without pay, an employee may be reinstated to the same or similar position, if available, when the leave was granted. The City cannot and does not make any commitments to holding a position open in hopes that the employee will return. If no positions are available, the employee will be terminated.

During an approved leave of absence without pay, an employee shall not accrue any leave time, benefits or seniority for which the employee was eligible before the leave without pay began, providing accrual of such leaves shall resume upon return of the employee to his or her job.

Section 13.12 *Faith Based Leave*

The City's policy on Faith Based Leave shall be applicable to employees in the bargaining unit.

Article XIV. *Drug and Alcohol Testing*

The City's Substance-Free Workplace policy shall be applicable to employees in the bargaining unit.

Section 14.01 *Employee Assistance Program Available*

The City recognizes a need to provide an opportunity for employees to deal with alcohol or substance abuse related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

Article XV. Miscellaneous

Section 15.01 *Personnel Records*

The Human Resources Department shall maintain a complete personnel file on each employee. However, any documented discipline will not be used for progressive disciplinary purposes after twenty-four (24) months if no further related disciplinary action is taken. Supervisory files will be purged annually after performance reviews. Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees have the right to review their files after providing reasonable advance notice, and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

Section 15.02 *Attendance Policy*

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this policy is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement.

(a) Absenteeism

Absences from work may be scheduled or unscheduled. For leave not statutorily protected, employees may be subject to disciplinary action for habitual unscheduled absence and/or sick leave abuse. Sick leave abuse occurs when sick leave is taken for other than approved reasons or the employee fails to comply with required notification or documentation procedures. Habitual absence refers to the employee who is excessively absent from work on an unscheduled basis.

(b) Progressive Steps of Discipline

Progressive discipline will apply to any employee who meets either one of the above thresholds. Once progressive discipline is initiated, any discipline issued within the ensuing twenty-four (24) month period shall be used for progressive disciplinary purposes.

- 1) Action Step 1: If an employee exceeds any of the thresholds, the immediate supervisor will review the attendance record to determine that an employee has a problem with habitual absence. Should that problem exist, the supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. The meeting may constitute a verbal warning.
- 2) Action Step 2: Should the unscheduled attendance problem continue without acceptable progress, the Supervisor may initiate actions of progressive discipline in accordance with acceptable standards of reasonable judgment as established by the parties to this Agreement. A second offense constitutes a written warning; a third offense constitutes a one (1) day suspension; a fourth offense constitutes a three (3) day suspension; and a fifth offense constitutes termination.

In lieu of a suspension, the employee's manager or supervisor may substitute a one (1) pay period reduction in hourly pay equal to the suspension, or a combination of both suspension and pay reduction. For example, an employee who earns \$20.00 per hour is subject to a one (1) day suspension. In lieu, the manager or supervisor may temporarily reduce the employee's hourly rate of pay from \$20.00 to \$18.00 for one (1) pay period.

Section 15.03 *No Smoking*

The Guild acknowledges and supports RMC 2.58, as amended, relating to No Smoking and use of Tobacco Related Products, including vaping devices, in the Work Environment.

Section 15.04 *Training*

The scheduling of any and all training courses will be done by the SECOMM Manager or his or her designee. Employees shall attend training courses as assigned by the City. The City shall pay for the actual cost of all materials, tuition and fees associated with a training course the City is requiring an employee to attend. The material shall remain the property of the City.

Reimbursement for travel and subsistence for official trips shall conform to guidelines set forth in the City's Business Travel and Expense Policy, Index No. 1420. In any case, reimbursement shall only be for the amount of actual and reasonable expenses as determined by the City.

Time spent in class by an employee required by the City as assigned training shall be counted as time worked and compensated accordingly. Payment for related travel time shall be governed by the Fair Labor Standards Act.

Employees will be required to obtain and maintain a level of proficiency and competency as outlined in the City's Training Manual, Policy and SGM Manuals. Successful completion of a proficiency review shall be accomplished annually by each employee. Failure to successfully complete the review may result in disciplinary action.

Section 15.05 *Shift Trades*

Employees covered by this Agreement may engage in up to twenty-four (24) shift trades in 2019. Starting in 2020, employees covered by this Agreement may engage in up to eighteen (18) shift trades per calendar year. With supervisor approval, probationary employees are also eligible for shift trades.

Shift trade hours shall not constitute hours for calculating overtime and will not cause any extra cost to the Employer.

A shift trade will be considered to count towards the per year maximum as described above regardless of how many hours are involved in the trade (i.e., a trade of a partial shift will count as one full trade, just as a trade of a full shift will also count as one full trade).

A shift trade may not cause an employee to work more than seven (7) consecutive days. Shift trades may only be used for a maximum of seven (7) consecutive days.

Employees may not work more than twelve (12)-consecutive hours as a result of a shift trade. Shift trades will not be requested more than sixty (60) days in advance. The employee is responsible for ensuring that all shift trades are repaid within six (6) months.

All shift trades must be submitted by the employee and approved by the supervisor in applicable scheduling software and shall not interfere with business operations. Qualifications to perform the work will be considered in approving the request. The supervisor must be notified if both employees agree to cancel the trade. All shift trades must be approved or denied within seven (7) days from the date of the request.

If an employee calls in sick when they are scheduled to work a trade, it will come out of their sick leave and count as an occurrence. If an employee who is scheduled to work a trade fails to work for any reason other than calling in sick, the employee will be charged from their vacation bank. If the substituting employee fails to work the shift, the employee who requested the shift trade, if at work, must remain at work and work the shift.

If an employee is scheduled to work a trade and there is enough staffing, the employee can use their own vacation time.

Exchanging short days outside of the current pay period is also considered a shift trade and will count towards the eighteen (18) shift trades per year maximum described above. A short day exchange within a current pay period will not be counted as a shift trade.

A certified training officer (CTO) may not trade shifts, if at the time of the trade request, it appears as if the requested trade will cause the CTO to miss a shift during a period of time when the CTO is actively training another employee, unless the requested shift trade is with another CTO, in which case the trade will be allowed if it otherwise fulfills the pre-requisites as set forth in this section.

A lead dispatcher may trade shifts as long as the person they are trading with is another lead dispatcher, qualified to work as a temporary upgrade, or there is a person already scheduled who is qualified to work as a temporary upgrade. It is understood that if the trade is with someone who is qualified to work as a temporary upgrade they will not be compensated. If someone is assigned to be in a temporary upgrade, they will be compensated as defined in Section 11.02.

Exchange of scheduled hours worked on the same day shall constitute a shift swap. An employee scheduled on day shift can swap shifts with an employee scheduled on graveyards if that swap occurs on the same day, and vice versa. Shift swaps will not be considered a shift trade. Shift swaps will only occur if supervisors on both shifts approve the request.

It is understood that all applicable state and federal wage and hour laws will be complied with, and under no circumstances shall the continuation of shift trades obligate the City to pay overtime due to shift trades. It is also understood that if at any time in the future a relevant state or federal agency issues a definitive ruling to the effect that any aspect of the shift trade practice is in violation of

such state and/or federal wage and hour laws, the City and the Guild will reopen this section for further bargaining.

Section 15.06 *Disciplinary Action*

The City's Corrective Action/Discipline Policy No. 1980 in effect as of October 18, 2021 shall be applicable to all employees in the bargaining unit.

Article XVI. Grievance and Appeal Procedure

Section 16.01 *Basic Process*

Employees covered by this Agreement may avail themselves of the grievance and appeal procedures as provided for in RMC 2.28.905, attached hereto as Exhibit 'B'. However, the parties hereby agree that different timelines should be utilized to file and process grievances that are brought pursuant to this Agreement than the timelines that are set forth in Exhibit 'B'. The timelines for filing and processing grievances brought pursuant to this Agreement are all to be calculated by doubling the timelines set forth in Exhibit 'B', and also by using calendar days (excluding City-recognized holidays) rather than working days. Thus, all references to "ten (10) working days" contained in Steps 1 through 4 of the grievance process that is outlined in Exhibit 'B' should be modified to read "twenty (20) calendar days (excluding City-recognized holidays)" for the purposes of filing and processing grievances pursuant to this Agreement. Likewise, all references in Exhibit 'B' to "five (5) working days" should be modified to read "ten (10) calendar days (excluding City-recognized holidays)" for the purposes of filing and processing grievances pursuant to this Agreement.

Although the Guild may initiate an action in consideration of time limitations without signatures, employees shall be responsible for signing and dating all grievances and appeals at their earliest convenience. Employees may be accompanied by a Guild representative during any hearing process. If a Guild steward is not available, any Guild member can accompany the employee. Stewards may initiate and sign grievances related to items contained in this collective bargaining agreement.

Section 16.02 *Arbitration Option*

At step four (4) of the aforementioned process, the grievant may make an irrevocable decision to pursue arbitration in lieu of a Personnel Committee hearing. When a grievance has been timely referred to arbitration, the parties shall promptly meet and attempt to mutually agree upon an arbitrator. Should an expeditious selection of arbitrator not be possible, either party may request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrator's names, experience, education, (vita) and fees charged.

Upon receipt of the FMCS list, the parties shall meet and strike names, with a coin toss determining who strikes first. Names shall be eliminated alternately until only one (1) name remains. The arbitrator whose name is thus selected shall hear the dispute and render a decision subject to the limitations imposed in this Article.

In the event the arbitrator finds he has no authority or power to rule the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. In any

grievance in which there is a dispute as to the substantive grievability or arbitrability of the matter at hand, the arbitrator shall rule first on this issue.

The arbitrator shall only consider and render a decision with respect to the specific issue originally grieved and submitted, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall have no authority to make or impose a decision which is inconsistent with State, Federal law, City ordinance or this Agreement. The arbitrator shall have no power or authority to award punitive damages.

The arbitrator shall render a decision within thirty (30) days after the hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction. The expense of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for their respective legal and other expenses.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change, modify, amend, add to, subtract from, or otherwise alter the present provisions of this Agreement.

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The parties hereto have caused this Agreement to be executed this ____ day of _____, 2022.

Southeast Washington Telecommunicators Guild

Alex Skalbani
 Guild Representative

Date

Charlotte Harper Guild President	Date
-------------------------------------	------

ATTEST:

APPROVED TO FORM:

Heather Kintzley
City Attorney

Date

Article XVIII. Exhibits

Section 18.01 *Exhibit 'A' – Represented Classifications and Wages*

2022

Effective the 1st payroll period of 2022, the wage schedule reflects a 3.0% increase over 2021 rates.

Classification Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Emergency Communications Dispatcher	\$22.73	\$23.54	\$24.45	\$26.60	\$27.49	\$31.38	\$32.46
Lead Emergency Communications Dispatcher/ Certified Training Officer	N/A	N/A	N/A	N/A	\$29.42	\$33.58	\$34.73

**Lead Emergency Communications Dispatcher wage shall be seven percent (7%) over Emergency Communications Dispatcher wages.*

***A one-time signing bonus of \$1,000 will be paid to each SEWTG member who is employed by the City as of the date the CBA is ratified and signed by all parties.*

2022

Effective the 1st payroll period in June of 2022 (6/6/2022), the wage schedule reflects a 5.0% increase over 2022 rates. Drop steps A & B. New hires will start at Step C. Any bargaining unit employee not currently at Step C will be brought to Step C effective 6/6/2022.

Classification Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Emergency Communications Dispatcher	N/A	N/A	\$25.67	\$27.93	\$28.86	\$32.95	\$34.08
Lead Emergency Communications Dispatcher/ Certified Training Officer	N/A	N/A	N/A	N/A	\$30.88	\$35.26	\$36.47

2022

Effective the 1st payroll period in September of 2022 (8/29/2022), the wage schedule reflects a 5.0% increase over June of 2022 rates.

Classification Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Emergency Communications Dispatcher	N/A	N/A	\$26.95	\$29.33	\$30.30	\$34.60	\$35.78
Lead Emergency Communications Dispatcher/ Certified Training Officer	N/A	N/A	N/A	N/A	\$32.42	\$37.02	\$38.29

2023

Effective the 1st payroll period of 2023, the wage schedule reflects a 3.0% increase over 2022 rates.

Classification Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Emergency Communications Dispatcher	\$23.41	\$24.24	\$25.19	\$27.40	\$28.32	\$32.33	\$33.43
Lead ——— Emergency Communications Dispatcher/ ——— Certified Training Officer	N/A	N/A	N/A	N/A	\$30.30	\$34.59	\$35.77

2023 – No Wage Increase

AGREEMENT BETWEEN THE CITY OF RICHLAND AND SEWTG

2022-2024

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2024

Effective the 1st payroll period of 2024, the wage schedule reflects a 3.0% increase over 2023 rates.

<u>Classification Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
Emergency Communications Dispatcher	\$24.12	\$24.97	\$25.94	\$28.23	\$29.16	\$33.30	\$34.43
Lead Emergency Communications Dispatcher/ Certified Training Officer	N/A	N/A	N/A	N/A	\$31.21	\$35.63	\$36.84

2024

Effective the 1st payroll period of 2024, the wage schedule reflects a 3.0% increase over September of 2022 rates

<u>Classification Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
Emergency Communications Dispatcher	N/A	N/A	\$27.76	\$30.21	\$31.21	\$35.64	\$36.85
Lead Emergency Communications Dispatcher/ Certified Training Officer	N/A	N/A	N/A	N/A	\$33.39	\$38.13	\$39.44

Section 18.02 Exhibit 'B' – RMC 2.28.905 Grievance and Appeal Procedure

(a) Definition:

- (1) Appeals are actions filed by a classified employee concerning any adverse personnel action which results in the employee's suspension for more than thirty (30) days, reduction in pay, or discharge from city employment;
- (2) Grievances are actions by an employee alleging improper application of the provisions of this chapter and complaints on other matters concerning the employee's working conditions, misapplication of policies and procedures and related conditions. Excluded are matters alleging employment discrimination as defined in Section 2.28.105 and the substance of performance evaluations and oral reprimands;
- (3) Investigations in matters related to conditions of employment, examinations and other sundry matters which may be conducted by the personnel committee at the request of the human resources manager or upon its own motion with the view of making determinations and recommendations as appropriate to the city manager for corrective action or changes in policies and procedures.

(b) Requirements for adverse actions

No classified employee may be suspended for more than thirty (30) days, reduced in pay or discharged from city employment except for cause. In such cases, the city shall advise the employee in writing of the charges and an explanation of the evidence upon which the proposed action is based. The employee would then have an opportunity for a pre-disciplinary and/or pre-termination hearing. The city after consideration of the facts and materials presented at the hearing shall provide the employee with a written decision of termination, suspension or demotion in pay. Within ten (10) days after receipt of the employer's decision, the employee shall have the right to appeal to the personnel committee.

(c) Procedure for processing grievances

(1) Step 1

Grievances must be made known to the employee's supervisor in writing within twenty (20) calendar days (excluding city-recognized holidays) after the basis for the complaint is known or should have become known to the employee. All grievances must include the specific policy or provision which the employee feels is being violated, as well as the requested remedy.

The immediate supervisor shall discuss the grievance with the employee and render a written decision within twenty (20) calendar days (excluding city-recognized holidays) of receipt of the original grievance. If the employee is not satisfied with the supervisor's response, he or she may proceed to Step 2.

(2) Step 2

The employee shall reduce the grievance to writing within twenty (20) calendar days (excluding city-recognized holidays) from the initial discussion and present it to his or her division manager. The division manager shall arrange to discuss the grievance

within ten (10) calendar days (excluding city-recognized holidays) after so notified. Within twenty (20) calendar days (excluding city-recognized holidays) of such meeting, the division manager will respond in writing. If the matter is not resolved at step 2, the employee may proceed to step 3.

(3) Step 3

Within twenty (20) calendar days (excluding city-recognized holidays) of the division manager's decision, the employee may request in writing that the grievance be reviewed by his or her department director and/or deputy city manager. The department director and/or deputy city manager shall arrange to discuss the grievance within ten (10) calendar days (excluding city-recognized holidays) after so notified. Within twenty (20) calendar days (excluding city-recognized holidays) of such meeting, the department director and/or deputy city manager will respond in writing. If the matter is not resolved at step 3, the employee may proceed to step 4.

(4) Step 4

If the grievance is still unresolved, the employee may appeal to the personnel committee within twenty (20) calendar days (excluding city-recognized holidays) after receipt of the department director's/deputy city manager's response.

Section 18.03 *Exhibit 'C' – Corrective Action/Discipline Policy No. 1980*

Attached on following page.



Corrective Action/Discipline Policy

Index No. 1980
Revised: January 1, 2010

Standard

- RMC 2.28 Personnel Plan
- City of Richland Shared Values (Teamwork, Integrity and Excellence)

Practice

This policy is designed to fairly and impartially govern employee misconduct and to assist the City leadership team members in maintaining a uniform, safe, orderly and efficient workplace.

All City employees are subject to this policy; however, the employees listed below are not subject to the City's adopted Corrective Action/Discipline Matrix:

- Probationary, temporary and contract employees – employees may be terminated at the will of the City at any time.
- Public safety affiliated employees (Fire and Police) – employees are subject to their respective departmental standards and discipline policies.
- Employees hired or promoted into unclassified positions (City Manager, Deputy City Manager, department directors, division managers and all other unclassified positions) on or after July 1, 1999 – employees are considered “at will” and their continued employment is at the discretion of the appropriate authority or City Manager. Unclassified positions subject to civil service protections (i.e. Police Captain and Fire & Emergency Services Deputy Chief) and hired on or after July 1, 1999 are considered “at will” to the extent permissible by law.

RESPONSIBILITIES

City employees are expected to conduct themselves in a responsible and professional manner consistent with the City's shared values.

The City leadership team is responsible for administering the policies and work rules in a fair, consistent and impartial manner, and to use the City's Corrective Action/Discipline Matrix as a tool to address employee misconduct. The leadership team



is responsible for documenting employee misconduct appropriately, and communicating misconduct to the Human Resources Operations Supervisor and/or Human Resources Director.

The Human Resources Operations Supervisor is responsible for ensuring compliance with City policies, collective bargaining agreements, and any applicable federal and/or state laws and statutes. The Human Resources Operations Supervisor is also responsible for ensuring some consistency of disciplinary actions among City departments and divisions.

Department directors and the Human Resources Director are responsible for providing guidance on any serious and/or difficult disciplinary issues that may result in a lengthy suspension and/or termination. Department directors and Human Resources Director are also responsible for keeping the City Manager informed of the serious and/or difficult disciplinary issues.

CORRECTIVE ACTION/DISCIPLINE MATRIX

The Corrective Action/Discipline Matrix describes various types of employee misconduct and provides a guideline for supervisors and managers to use if discipline is warranted.

The matrix is not intended to be all-inclusive, and shall not be deemed to preclude the City from terminating or otherwise disciplining an employee for misconduct that is not specifically listed in the matrix.

Various levels of corrective action/discipline:

- Verbal Warning
Supervisors should explain to the employee that the warning is a “documented verbal” and that the employee will be given the opportunity to correct the situation. Employees must be made aware that further disciplinary action will take place if the issue is not corrected.
- Written Warning
This step is more severe than a verbal warning, and is typically used when a verbal warning has not resulted in improvement.
- Suspension Without Pay
This form of discipline may be the first step in progressive discipline for a more severe offense, or it is to be used when a verbal and/or written warning has not resulted in improving the employee’s conduct.



- Termination

An action in which employment is terminated in response to a specific action or the cumulative nature of misconduct. Such action is to be taken only after appropriate investigation, consultation, documentation, and assistance by the Human Resources Director. In addition, the City Manager must approve all involuntary terminations.

An employee charged with an offense that could result in a suspension, demotion or termination will be afforded his/her Loudermill Rights (a pre-disciplinary hearing) to respond to the charges and evidence prior to any issuance of disciplinary action.

JUST CAUSE CRITERIA

The following “just cause” criteria are to be followed when utilizing the disciplinary process for a suspension, demotion or termination:

- Did the employee have reason to know what the rules or standards were, and what would happen if the rules or standards were broken?
- Were the rules or standards reasonable?
- Did the supervisor conduct a fair investigation?
- Did the supervisor gather adequate facts before taking disciplinary action?
- Did the supervisor have clear evidence at the time of the action to find the employee guilty of alleged misconduct?
- Did the supervisor apply the same rules and penalties to everyone in similar circumstances?
- Did the amount of discipline administered fit the seriousness of the offense and past record of the employee?

GRIEVANCE AND APPEAL PROCEDURE

Applicable affiliated employees may utilize the grievance and appeal procedure as outlined in their respective collective bargaining agreements if the employee alleges improper application of the Corrective Action/Discipline Matrix.

Applicable unaffiliated employees may utilize the grievance and appeal procedure as outlined in RMC 2.28.905 if the employee alleges improper application of the matrix.



Guide

All City employees are expected to conduct themselves in a responsible and professional manner consistent with the City's shared values of teamwork, integrity and excellence. City employees are expected to work in a manner that respects the feelings and dignity of their co-workers, vendors, job applicants, the public, and others they may come in contact with.

Approval

A handwritten signature in blue ink, appearing to read 'C. J. ...', written over a horizontal line.

City Manager

A handwritten date '12/31/09' in blue ink, written over a horizontal line.

Date

Responsible Administrator: Human Resources Director

Revision History:

January 1, 2010

April 3, 1995



Violation & Definition		Disciplinary Action Matrix			
		1 st Offense	2 nd Offense	3 rd Offense	4 th Offense
1.	<u>Absenteeism/Lateness:</u> Excessive or habitual absenteeism/lateness is unacceptable.	Verbal Warning	Written Warning	1 Day Suspension	Termination
2.	<u>Leaving Work Area:</u> Leaving work area during working hours without authority of designated person in charge is prohibited.	Verbal Warning	Written Warning	1 Day Suspension	Termination
3.	<u>Loitering/Sleeping:</u> - Loitering during working hours is prohibited. - Sleeping during working hours is prohibited. Working hours do not include designated breaks or lunch	Verbal Warning 1 Day Suspension	Written Warning 3 Day Suspension	1 Day Suspension Termination	Termination
4.	<u>Insubordination:</u> Refusal to accept safe, legal and ethical work or refusal to perform work in accordance with a direct order from the designated person in charge.	1 Day Suspension	Up To Termination		
5.	<u>Careless, Negligent or Willful Acts:</u> Careless, negligent or willful acts which result in damage to City property/equipment <u>or</u> which result in/could have resulted in personal injury to City employee(s) or the general public are prohibited. - Careless acts - Negligent or willful acts	Written Warning Up to Termination	1 Day Suspension	3 Day Suspension	Termination
6.	<u>Drug and Alcohol Use:</u>	Refer to the respective collective bargaining agreement for affiliated staff and the compensation plan for unaffiliated staff			



Violation & Definition		Disciplinary Action Matrix			
		1 st Offense	2 nd Offense	3 rd Offense	4 th Offense
7.	<u>Inappropriate Behavior/Disorderly Conduct:</u> - Confrontational, offensive or abusive behavior directed at employee(s) or the general public is unacceptable. - Foul/distasteful language or gestures <u>directed</u> at employee(s) or the general public is prohibited. - Fighting, threatening or bullying in the workplace is prohibited.	Verbal Warning or Written Warning Up to Termination Up to Termination	3 Day Suspension	Up to Termination	
8.	<u>Theft:</u> Theft with willful intent is prohibited.	Up to Termination			
9.	<u>Falsifying Records/False Statements:</u> - Falsification of timecards or other City reports or records is prohibited. - Making false statements in the workplace is prohibited.	5 Day Suspension Written Warning or 1 Day Suspension	Termination 3 Day Suspension	Termination	
10.	<u>Weapons Possession:</u> Possession or display of a weapon or explosive device in the workplace is prohibited.	Up to Termination			
11.	<u>Gambling:</u> Organized gambling is not permitted on City property.	5 Day Suspension	Termination		
12.	<u>Safety:</u> Violation of safety rules as posted or distributed to employees or violation of personal safe work practices in the performance of an employee's duties is unacceptable.	Verbal Warning or Written Warning	1 Day Suspension	Up to Termination	



Violation & Definition		Disciplinary Action Matrix			
		1 st Offense	2 nd Offense	3 rd Offense	4 th Offense
13.	<u>Use of City Property/Time:</u> - Unauthorized possession or use of City property, equipment or materials is prohibited. - Unauthorized use of City time is prohibited.	3 Day Suspension Written Warning	Up to Termination 1 Day Suspension	Up to Termination	
14.	<u>Notices/Bulletin Boards:</u> Posting, removing or otherwise tampering with posted notices on City bulletin boards is prohibited.	Verbal Warning	Written Warning	1 Day Suspension	Termination
15.	<u>Indecency:</u> Indecent acts of conduct which may be offensive to City employee(s) or the general public are prohibited.	Up to Termination			
16.	<u>Use of City employment:</u> Use of City employment for personal profit, gain or advancement is prohibited.	Written Warning	Up to Termination		
17.	<u>Conviction:</u> Conviction of a felony or misdemeanor while employed at the City which adversely affects employee's ability to perform job requirements.	Up to Termination			
18.	<u>Harassment and Discrimination:</u>	See City's Policy Prohibiting Harassment & Discrimination, Index No. 1910			
19.	<u>Multiple Violations:</u> Violation of four (4) or more separate rules of conduct (1 thru 18) during a twelve (12) month period where the disciplinary action for any two (2) of the violations was a suspension.	Up to Termination			