



Agenda
City Council Regular Meeting - 6:00 p.m.
Tuesday, December 1, 2020
Join the meeting via Zoom [here](#)
Public Telephone Access: (206) 337-9723 or (253) 215-8782
Meeting ID No. 953 1218 5024

Pursuant to Resolution No. 100-20, this meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192 and at ci.richland.wa.us. If you wish to provide comments for the Public Hearing and/or Public Comments portion of the meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the 4:00 p.m. deadline will be permitted to speak or have their comments read into the record during the meeting. Written comments that exceed two minutes when read aloud may not be read in their entirety, but will be available in the record for Council review.

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

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.

1. Accepting the Proposed Annexation of 8.52 Acres Located at 771 Shockley Road, Ordinance No. 50-20
- Kerwin Jensen, Development Services Director
2. Proposed 2020 Comprehensive Plan Amendments, Ordinance No. 51-20
- Kerwin Jensen, Development Services Director
3. Proposed Zoning Map Amendments, Ordinance No. 52-20
- Kerwin Jensen, Development Services 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.

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

4. Approval of the November 17, 2020 Council Meeting Minutes
- Heather Kintzley, City Attorney

Ordinances - First Reading:

5. Ordinance No. 49-20, Approving the 2024 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director
6. Ordinance No. 50-20, Accepting the Annexation of 8.52 Acres Located at 771 Shockley Road (Zinsli)
 - Kerwin Jensen, Development Services Director

Ordinances - Second Reading & Passage:

7. Ordinance No. 48-20, Approving Amendments to the 2020 Budget
 - Cathleen Koch, Administrative Services Director

Resolutions - Adoption:

8. Resolution No. 162-20, Authorizing a Memorandum of Understanding with the Seattle Police Department
 - John Bruce, Chief of Police
9. Resolution No. 164-20, Approving a Purchase and Sale Agreement with D&I Investments, LLC for 10 Acres in Horn Rapids
 - Kerwin Jensen, Development Services Director
10. Resolution No. 165-20, Authorizing an Agreement with Hill International for Public Safety Response Stations Nos. 73 & 75
 - Joe Schiessl, Parks & Public Facilities Director

Items - Approval:

Expenditures - Approval:

Items of Business:

11. Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code
 - Heather Kintzley, City Attorney
12. Ordinance No. 51-20, Approving the 2020 Comprehensive Plan Amendments
 - Kerwin Jensen, Development Services Director
13. Ordinance No. 52-20, Approving Amendments to RMC Title 23 and the Official Zoning Map of the City of Richland
 - Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

14. Executive Session Per RCW 42.30.110(I)(i): Discuss Current or Potential Litigation With Legal Counsel

(30 minutes)

- Ryan Lukson, Mayor

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Public Hearing

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Accepting the Proposed Annexation of 8.52 Acres Located at 771 Shockley Road, Ordinance No. 50-20

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

Robert Zinsli, owner of approximately 8.52 acres located at 771 Shockley Road has requested that his property be annexed into the City of Richland. City Council accepted his request for annexation via Resolution 15-20 on January 21, 2020. The Richland Planning Commission conducted a public meeting on July 24, 2020 in which they took public testimony and determined that the R-1-10 (Low-Density Residential) Zoning District was the appropriate Zoning District to recommend to the City Council for the subject property. The City Council then approved Resolution 105-20, which authorized the circulation of the petition and then Resolution 136-20 which set forth Tuesday, December 1, 2020 as the date for the formal public hearing before Council.

Pursuant to Washington State Law, the City Council is required to conduct a public hearing for the annexation and zoning determination prior to taking final action on the request.

Fiscal Impact:

Approval of the proposed annexation request will not result in any substantial impacts to the City of Richland budget.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Public Hearing

Core Focus Area 3 - Increase Economic Vitality

Subject:

Proposed 2020 Comprehensive Plan Amendments, Ordinance No. 51-20

Department:

Development Services

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

None.

Summary:

An open public hearing before the Richland Planning Commission and the Richland City Council is required before amendments to the City's Comprehensive Plan are approved. Please see the staff report accompanying Ordinance No. 51-20 for more information.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Public Hearing

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Proposed Zoning Map Amendments, Ordinance No. 52-20

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:

The City of Richland received two (2) applications for amendments to its Comprehensive Plan Land Use Map and its Official Zoning Map on, or before, March 1, 2020, which was the deadline for application submittals. On August 18, 2020 the City Council conducted a workshop to review the 2020 Comprehensive Plan Amendment Docket and on September 1, 2020 the Council approved the docket via Resolution 125-20 and forwarded to the Planning Commission for processing.

On October 28, 2020, the Richland Planning Commission conducted a public hearing in which public testimony was received regarding the two (2) Comprehensive Plan Land Use Map and Official Zoning Map amendments. After receiving public input the Planning Commission voted to recommend approval of the 2020 Comprehensive Plan Land Use Map and Official Zoning Map amendments.

The two Zoning Map amendments were:

1. Greg Markel (Vantage Way Properties)

Change the Official Zoning Map to reflect the changes to the Comprehensive Plan Land Use Map by rezoning approximately 177 acres of the site from Agriculture (AG) to Medium Density Residential (R-2) and approximately 123 acres from Agriculture (AG) to Commercial Limited Business (C-LB) and General Business Use District (C-3).

2. City of Richland (Economic Development Dept.)

Change the Official Zoning Map to reflect the changes to the Comprehensive Plan Land Use Map by rezoning approximately 30 acres of the site from Medium Industrial (I-M) to General Business Use District (C-3).

Ordinance No. 52-20, amending the Official Zoning Map is an item of business for consideration later in tonight's agenda.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the November 17, 2020 Council Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on November 17, 2020.

Summary:

Draft meeting minutes from the Richland City Council meeting held on November 17, 2020 are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

- I. Draft November 17, 2020 City Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, November 17, 2020

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

Meeting ID No. 969 0152 3221

City Council Workshop - 5:00 p.m. via Zoom

Mayor Lukson called the remote Council workshop to order at 5:00 p.m.

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

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Public Works Director Rogalsky, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen and City Clerk Rogers.

Agenda Item

1. Social Media Liability - Attorney Ken Harper

Attorney Ken Harper, on behalf of Washington Cities of Insurance Authority (WCIA), presented on legal liability issues related to use of social media in the municipal setting. Throughout the presentation, Council provided comments and engaged in a question and answer session with Mr. Harper.

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

Mayor Lukson called the remote Council meeting to order at 6:01 p.m.

Welcome and Roll Call

Mayor Lukson welcomed those attending the virtual meeting.

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

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

Pledge of Allegiance

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

Approval of Agenda

MAYOR LUKSON PULLED ITEM NO. 12, ORDINANCE NO. 47-20, AMENDING CHAPTER 2.04 OF THE RICHLAND MUNICIPAL CODE RELATED TO THE CITY OF RICHLAND'S ADMINISTRATIVE CODE. ITEM NO. 12 WAS MOVED TO ITEM NO. 1 UNDER ITEMS OF BUSINESS.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPROVE THE AGENDA AS AMENDED. THE MOTION CARRIED 7-0.

Presentations

1. COVID-19 Update

City Manager Reents stated that Governor Inslee has announced additional statewide restrictions to combat the rapid spread of COVID-19. The statewide restrictions took effect on Monday, November 16, 2020 and will remain in effect until Monday, December 14, 2020. To assist in mitigating the financial impacts on businesses and employees, the State will commit \$50 million in grants for industries most impacted by the pandemic. The State will also allocate an additional \$20 million toward economic relief for individuals and businesses.

City Manager Reents then provided a summary of information shared during the most recent leadership meeting with the Benton-Franklin Health District (BFHD) in response to the local impacts of the COVID-19 pandemic.

City Manager Reents provided an overview on the impacts the pandemic has had on the City of Richland. City of Richland residents who are in jeopardy of utility service interruption due to non-payment as a result of economic hardships caused by the coronavirus are encouraged to apply for the City's Coronavirus Utility Assistance program.

Mayor Lukson announced that he was able to assist with the expansion of the CBC west testing site to accommodate testing seven (7) days per week. Further, the Benton-Franklin Health District is encouraging citizens to participate when contacted by a contact tracer.

Mayor Lukson summarized a conversation he had with staff from Governor Inslee's office regarding closure of businesses and industries. Mayor Lukson then read aloud a joint letter from the mayors of Kennewick, Richland, Pasco and West Richland addressed to Governor Inslee expressing their disagreement with the new restrictions, and urging him to reconsider the mandates.

Each councilmember provided observations and comments regarding Governor Inslee's most recent mandates and restrictions, and the implications they will have on local businesses.

Public Hearing

2. Amendments to the 2020 Budget, Ordinance No. 48-20

Finance Director Allen provided an overview to the proposed ordinance. State law requires a public hearing be held prior to appropriation of unappropriated fund balance.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:44 p.m.

4. 2021 Community Development Block Grant Annual Action Plan and Project Funding Recommendations, Resolution No. 154-20

Development Services Director Jensen presented on the proposed uses of the 2021 funding from the US Department of Housing and Urban Development (HUD) and 2021 anticipated program income from repaid housing loans and CDBG programs.

The proposed items were presented to the Richland Planning Commission for approval before being presented to Council for consideration and action.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:47 p.m.

5. Amendment to the 2020 Community Development Block Grant Annual Action Plan to Allocate Additional Funds Related to Coronavirus Response, Resolution No. 155-20

Development Services Director Jensen presented on the 2020 CDBG CARES Act funding amendment which included allocation recommendations. A public hearing is required to amend the 2020 Annual Action Plan to include the additional funding.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:49 p.m.

6. Amendment to Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing, Resolution No. 159-20

Development Services Director Koch presented on this item, and added that the Richland City Charter requires a public hearing before Council takes action to amend, repeal or add to the City's personnel rules, including the City's classification schedule.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:51 p.m.

7. Relinquishment of a Utility Easement at 2209 Humphreys Street, Resolution No. 160-20

Public Works Director Rogalsky provided an overview of the proposed relinquishment of the easement. This utility easement is no longer needed for municipal purposes and is recommended for surplus. A public hearing is required by state law.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:52 p.m.

8. Relinquishment of an Access Easement on Port of Benton Property, Resolution No. 161-20

Public Works Director Rogalsky presented on the request to relinquish the access easement on Port of Benton property. This access easement is no longer needed for municipal purposes and is recommended for surplus. A public hearing is required by state law.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:53 p.m.

Public Comments

None.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

Minutes

4. Approval of the November 3, 2020 Council Meeting Minutes

Ordinances - First Reading

5. Ordinance No. 48-20, Approving Amendments to the 2020 Budget

Ordinances - Second Reading & Passage

6. Ordinance No. 46-20, Approving the 2021 Budget and the 2021-2026 Capital Improvement Plan
7. Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code **(PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 1)**

Resolutions - Adoption

8. Resolution No. 121-20, Authorizing an Interlocal Agreement with the Port of Kennewick for the Center Parkway Project
9. Resolution No. 122-20, Authorizing an Interlocal Agreement with the Port of Benton for the Center Parkway Project
10. Resolution No. 154-20, Approving 2021 Community Development Block Grant Annual Action Plan and Project Funding
11. Resolution No. 155-20, Amending the 2020 Community Development Block Grant Annual Action Plan to Allocate Additional Funds Related to Coronavirus Response
12. Resolution No. 156-20, Authorizing Circulation of the Badger Mountain Vineyards Annexation Petition
13. Resolution No. 157-20, Authorizing Award of Bid to Apollo, Inc. for the Columbia Park Trail East Improvements Project
14. Resolution No. 158-20, Authorizing Amendments to Consulting Agreements with RGW Enterprises
15. Resolution No. 159-20, Amending Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing
16. Resolution No. 160-20, Authorizing Relinquishment of Certain Portions of a Utility Easement at 2209 Humphreys Street
17. Resolution No. 161-20, Authorizing Relinquishment of an Access and Utility Easement on Port of Benton Property North and East of Roberson Drive
18. Resolution No. 163-20, Authorizing Circulation of the Allenwhite Annexation Petition

Items - Approval

19. Appointment to the Richland Planning Commission: Lizzy Ridley

Expenditures - Approval

20. Expenditures from October 1, 2020 to October 31, 2020 for \$28,567,188.69 including Check Nos. 283463-284258, Travel Check Nos. 19946-19951, Wire Nos. 8298-8299, 8303-8336, Payroll Check Nos. 170182-171779, Payroll Wire/ACH Nos. 11726-11791, and Pension Check Nos. 5626-5654

Items of Business

Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code **(PULLED FROM CONSENT CALENDAR)**

Mayor Lukson invited City Attorney Kintzley to expound on the changes Ordinance No. 47-20 will make to Chapter 2.04 RMC. City Attorney Kintzley provided an overview of the proposed changes, and added that the edits will bring the code into alignment with current practices.

There was a lengthy discussion among councilmembers regarding the provisions of RMC 2.04.090, which addresses absence or disability of the City Manager. At the conclusion of the discussion, Council directed City Attorney Kintzley to amend the proposed ordinance to reflect the changes discussed. The revised ordinance will come forward for Council consideration at the next regular meeting.

Mayor Lukson also requested clarification on the attendance provision related to the City Attorney found in RMC 2.04.140. After a brief discussion, Council directed City Attorney Kintzley to amend the language in the proposed ordinance to reflect a change from "mayor" to "city manager" with regard to the authority for excusing the City Attorney from council meetings since this approach is consistent with current practice.

COUNCILMEMBER BORING MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO POSTPONE ORDINANCE NO. 47-20 UNTIL THE NEXT SCHEDULED COUNCIL MEETING.

Reports and Comments

City Manager

City Manager Reents clarified that she is in good health and does not have a disability. City Manager Reents also stated that the Richland Public Library continues to operate at twenty-five percent (25%) capacity under the existing guidance.

City Council

Councilmember Thompson shared a medical study published by the *New England Journal of Medicine* regarding the ineffective outcomes of COVID-19 lockdowns. Councilmember Thompson commented directly on the study and shared other thoughts relating to Governor Inslee's COVID-19 mandates.

Councilmember Christensen thanked Councilmember Thompson for his comments. Councilmember Christensen shared his personal thoughts on the vote-by-mail process, and inquired about the software used in the voting machines. Lastly, Councilmember Christensen wished everyone a safe and happy Thanksgiving.

Councilmember Boring wished everyone a safe and happy Thanksgiving. She expressed hope that the joint letter from the local mayors to Governor Inslee will produce positive

outcomes. Councilmember Boring also encouraged everyone to remain positive and thankful during the Thanksgiving holiday.

Councilmember Alvarez asked City Manager Reents to provide clarification on Item No. 11, Ordinance No. 46-20, referencing the Capital Improvement Projects (CIP). City Manager Reents replied that, among other projects, an additional \$500,000 was allocated toward the existing \$1,500,000 funding for a new animal shelter project. The additional allocation brings the City of Richland's contribution in support of a new animal shelter project to \$2 million.

Councilmember Alvarez added that City Council has never been opposed to building a new animal shelter, and that additional information and answers were needed so that fiscally sound decisions could be made. Councilmember Alvarez also thanked the active members of the military and veterans for their service. Lastly, Councilmember Alvarez wished everyone a great Thanksgiving.

Mayor Pro Tem Kent encouraged everyone to shop local to support local businesses during the Small Business Saturday Week-Long Shopping Event that begins the Saturday after Thanksgiving. Mayor Pro Tem Kent stated that despite the differences in opinions, even on Council, everyone should become well-educated in current events to support their beliefs. Lastly, Mayor Pro Tem Kent encouraged everyone to voice and demonstrate thanks towards family and friends during these trying times.

Mayor Pro Tem added her appreciation and thanks for the work of city staff.

Mayor

Mayor Lukson made a personal announcement regarding COVID-19. He then wished everyone well over the Thanksgiving holiday.

AT 7:41 P.M., MAYOR LUKSON ANNOUNCED A FIVE-MINUTE BREAK BEFORE CONVENING IN EXECUTIVE SESSION.

Executive Session

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

Richland City Council convened in executive session with retained legal counsel at 7:46 p.m. for thirty (30) minutes.

Individuals virtually present included Mayor Lukson, Mayor Pro Tem Kent, Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson, and retained counsel Ann Marie Soto.

COUNCIL EXITED EXECUTIVE SESSION AT 8:16 p.m.

Adjournment:

Mayor Lukson adjourned the meeting at 8:20 p.m.

APPROVED:

Ryan Lukson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 49-20, Approving the 2024 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

49-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 49-20, amending Section 2.32.040 of the Richland Municipal Code related to the 2024 Council Compensation Plan.

Summary:

Article II of the Richland City Charter allows Council to set its own compensation by ordinance. However, per RCW 35.27.130, Council may not set its own salaries during its current members' terms of office. Read together, these two laws grant Council the authority to set compensation to be realized by future councilmembers in subsequent years. Since 2002, Council has based the annual adjustment on the increase in the unaffiliated compensation plan or wage schedule.

On November 17, 2020, Resolution No. 159-20 was adopted to update the unaffiliated wage schedule. The update included a 1.3% market adjustment that will also be applied to Council's compensation. Beginning in 2024, Council's compensation will be \$1,269 per month. In addition to the monthly Council stipend, the Mayor receives another \$250 per month. A breakdown of the historical annual increases from 2003 to present is attached for Council review.

Staff recommends approval of Ordinance No. 49-20 for first reading, by title only.

Fiscal Impact:

Approval of Ordinance No. 46-20 will result in a 1.3% increase in expenses for Council compensation in 2024.

Attachments:

1. Ordinance No. 49-20
2. Council Compensation 2024

ORDINANCE NO. 49-20

AN ORDINANCE of the City of Richland amending Section 2.32.040 of the Richland Municipal Code related to the 2024 Council Compensation Plan.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 62-19, is hereby amended to read as follows:

2.32.040 Councilmembers

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at \$825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years, the following salary is established: 2004, \$875.00; 2005, \$900.00; 2006, \$927.00; 2007, \$964.00; 2008, \$1,003; 2009, \$1,013; 2010, \$1,028; 2011, \$1,038; 2012, \$1,069; 2013, \$1,090; 2014, \$1,090; 2015, \$1,112; 2016, \$1,123; 2017, \$1,123; 2018, \$1,143; 2019, \$1,160; 2020, \$1,177; 2021, \$1,195; 2022, \$1,231; ~~and~~ 2023, \$1,253; and 2024, \$1,269 provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council who participate in the Washington Public Employees' Retirement System shall provide a written certification to human resources, detailing a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



ADMINISTRATIVE SERVICES DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Cathleen Koch, Administrative Services Director

THROUGH: Cindy Reents, City Manager

DATE: December 1, 2020

SUBJECT: 2024 City Council Compensation and History

Year	Mayor	Council Member	% Increase by year
2003	\$1,075	\$825	0.00%
2004	\$1,125	\$875	6.00%
2005	\$1,150	\$900	3.00%
2006	\$1,177	\$927	3.00%
2007	\$1,214	\$964	4.00%
2008	\$1,253	\$1,003	4.00%
2009	\$1,263	\$1,013	1.00%
2010	\$1,278	\$1,028	1.50%
2011	\$1,288	\$1,038	1.00%
2012	\$1,319	\$1,069	3.00%
2013	\$1,340	\$1,090	2.00%
2014	\$1,340	\$1,090	0.00%
2015	\$1,362	\$1,112	2.00%
2016	\$1,373	\$1,123	1.00%
2017	\$1,373	\$1,123	0.00%
2018	\$1,393	\$1,143	1.75%
2019	\$1,410	\$1,160	1.50%
2020	\$1,427	\$1,177	1.50%
2021	\$1,445	\$1,195	1.50%
2022	\$1,481	\$1,231	3.00%
2023	\$1,503	\$1,253	1.80%
2024	\$1,519	\$1,269	1.30%



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 50-20, Accepting the Annexation of 8.52 Acres Located at 771 Shockley Road (Zinsli)

Department:
Development Services

Ordinance/Resolution Number:
50-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 50-20, approving the annexation of 8.52 acres located at 771 Shockley Road.

Summary:

Robert Zinsli, owner of approximately 8.52 acres located at 771 Shockley Road, has requested that his property be annexed into the City of Richland. City Council accepted his request for annexation via Resolution No. 15-20 on January 21, 2020. The Richland Planning Commission conducted a public hearing on July 24, 2020, during which public testimony was taken, and the Planning Commission determined that the R-1-10 (Low-Density Residential) zoning district is the appropriate zoning designation to recommend to Richland City Council for the subject property. City Council then approved Resolution No. 105-20, which authorized the circulation of the petition, and Resolution No. 136-20, which set forth Tuesday, December 1, 2020 as the date for the open public hearing before City Council.

Staff has prepared a fiscal analysis for the proposed annexation, and has determined that annexation of the site will not have a significant impact on the overall City of Richland budget. In fact, should the property be developed as has been preliminarily proposed, a small increase to the City's budget is likely to occur as a result of subsequent development.

Pursuant to state law, an open public hearing for the annexation and zoning determination was conducted by Richland City Council earlier in the agenda.

Staff recommends approval of Ordinance No. 50-20 for first reading, by title only.

Fiscal Impact: Approval of the proposed annexation request will not have a significant impact on the overall City of Richland budget.

Attachments:

1. Ordinance No. 50-20
2. Fiscal Impact - Zinsli

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 50-20

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 8.52 acres of land located at 771 Shockley Road, in Section 27, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Robert Zinsli, owner of real property located at 771 Shockley Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on January 21, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 15-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 15-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on June 24, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-10 zoning for the property; and

WHEREAS, on July 21, 2020, Richland City Council adopted Resolution No. 105-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the sole property owner representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on December 1, 2020, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the Richland Municipal Code (RMC) and the Official Zoning Map of the City of Richland as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map No. 16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 16 together with the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on 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 held on the ____ day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

**EXHIBIT A to Ordinance No. 50-20
Zinsli Annexation Legal Description**

Parcel 2 of Record of Survey 5204

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

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE SOUTH 1'25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38°25' EAST 276 FEET. THENCE NORTH 57°07' EAST 166.10 FEET. THENCE NORTH 39°02' EAST 293.80 FEET. THENCE NORTH 1°31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89°52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING.

EXCEPT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2003-013621.

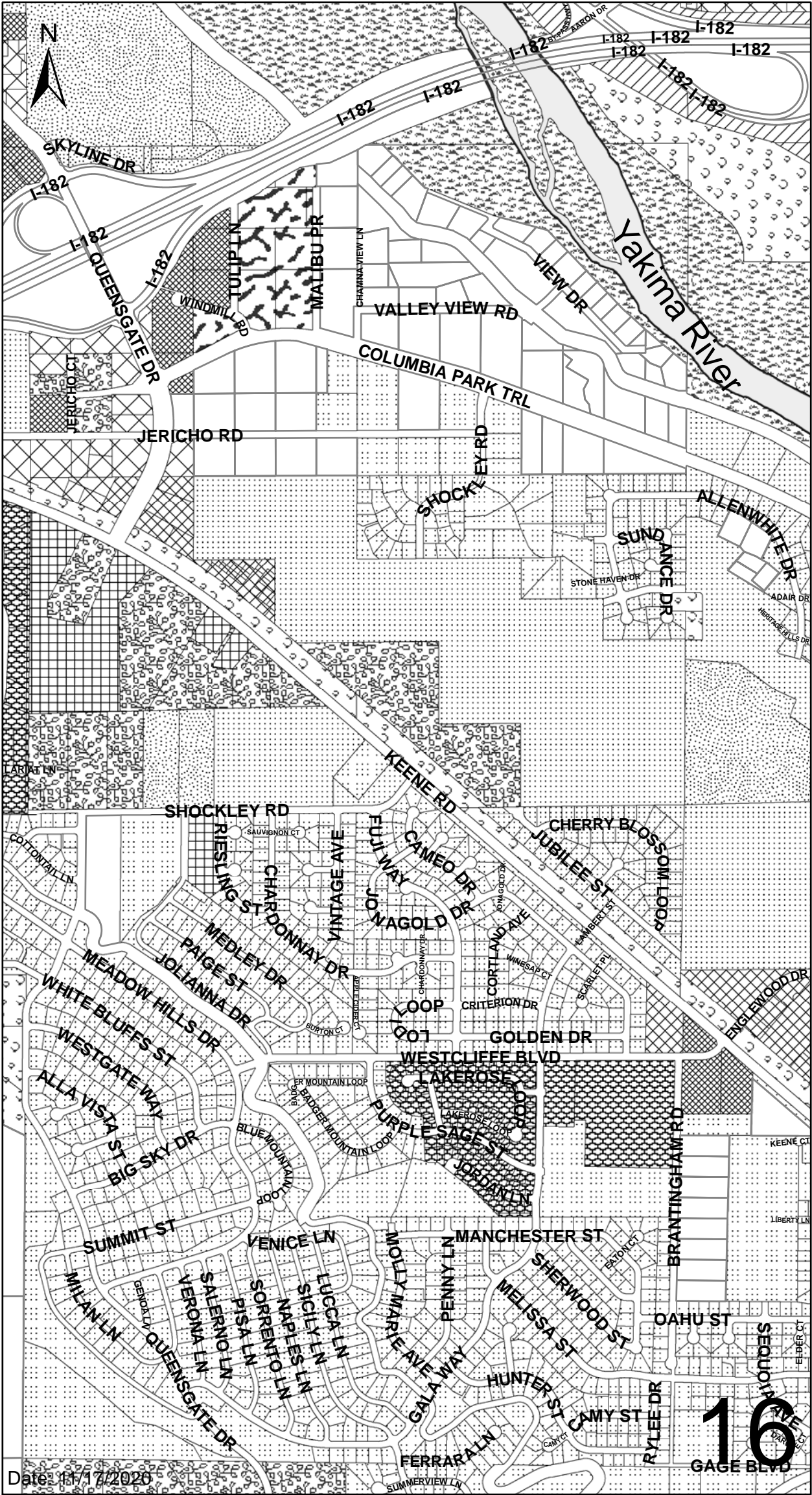
TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 27 THENCE NORTH 89°14'51" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 748.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL AS DESCRIBED UNDER AUDITORS FILE NUMBER 680225; THENCE SOUTH 00°32'21" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 30.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHOCKLEY ROAD; THENCE NORTH 89°14'51" EAST ALONG SAID LINE 485.43 FEET TO THE EASTERN LINE OF SAID PARCEL; THENCE SOUTH 00°45'09" WEST ALONG SAID LINE 493.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 38°09'21" WEST ALONG SAID LINE 66.33 FEET TO THE TRUE POINT OF BEGINNING;

**THENCE CONTINUING ALONG SAID LINE SOUTH 38°09'21" WEST 41.00 FEET;
THENCE SOUTH 51°50'39" EAST 15.00 FEET;**

CONTAINS 8.48 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.



FISCAL IMPACT – PROPOSED ROBERT ZINSLI (771 SHOCKLEY ROAD) ANNEXATION

INTRODUCTION

This fiscal analysis has been prepared by staff to identify the impacts of the proposed 771 Shockley Road (Robert Zinsli) annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as medical services, electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

REVENUES

The revenue that would be generated by the proposed annexation is largely dependent on the amount of development that occurs in the area over time. Table I provides an estimate of the revenues that would be produced from the annexation area based only on the existing level of development. Table II provides a revenue estimate at full build-out of the annexation area. This full build-out scenario is based on the preliminary plat layout provided by the developer who is likely going to purchase the property from Mr. Zinsli once the annexation proceedings have concluded.

**TABLE I – Robert Zinsli Annexation Proposal
Projected Revenue – Year 2020**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.3012741457/assessed valuation	\$343,310 assessed value	\$790
Permit Fees ¹	\$43/person	2 persons	\$86
Utility Taxes ²	\$228/person	No present utility connections	0
Sales Taxes ³	\$256/person	2 persons	\$512
Total			\$1,388

Table I & II Notes:

- ¹ Permit fees are based on the total 2020 adopted budget figures for licenses and permits, (\$2,504,500) divided by the current population (58,550).
- ² Utility taxes based on adopted budget figures for total utility tax revenue (\$13,361,685) divided by estimated number of current population (58,550).
- ³ Sales tax determined by total sales and use tax revenue (\$14,978,749) divided by current population (58,550).

**TABLE II – Keene Road Annexation Proposal
Projected Revenue – Full Build-Out**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Amount</u>
Property Tax	\$2.3012741456/assessed valuation	\$7,592,976 total assessed value	\$17,474
Permit Fees ¹	\$43/person	62 persons	\$2,683
Utility Taxes ²	\$228/person	62 persons	\$14,149
Sales Taxes ³	\$256/person	62 persons	\$15,872
Total			\$50,178

Table II Assumptions:

- Assumes site would be developed at the proposed preliminary plat density (24 units total).
- Average value of new construction for a single-family residence is \$316,374 according to 2020 year to date building permit activity records.
- Assumes 2.6 persons/household (2017 OFM Estimate).
- Assumes all new development will be served by City utilities.

No estimate has been provided on the length of time it would take to achieve full build-out of the proposed annexation area; however, based on current housing construction activities in the area it is anticipated that full build-out will occur by the end of 2022. This would be dependent upon any number of factors, including the desires of the property owner and market conditions. The two tables are offered as a comparison of revenues that would be generated from the area based on its existing and maximum potential levels of development.

PUBLIC ASSETS

Existing Infrastructure

Shockley Road, which is located north of the subject property is already within City jurisdiction, as is Jolianna Drive, which is located along the property's eastern boundary. An 8" sanitary sewer main is located north of the site within the Shockley Road right-of-way. In addition, there is a 16" water main within the Shockley Road right-of-way and a 10" water main within the Jolianna Drive right-of-way. In addition, City of Richland electrical services are located north and east of the subject property as well.

DEMANDS FOR NEW/EXPANDED INFRASTRUCTURE

As development would occur within the area, water, sewer and electrical services would be extended to serve new development. New roadways would need to be constructed within the site and additional traffic created by new development would add to existing traffic volumes on City streets. New development would also trigger requirements for

installation of storm drainage facilities and street lighting. Additional demands would be placed on the City's parks and open spaces. The developer would be responsible for the extension of City utilities, access roads, storm drainage facilities, street lighting, park dedication and/or payment of park fees.

The City's present system of development regulation/permitting ensures that, to a large degree, new residents are paying for the costs associated with the extension/expansion of City infrastructure. It also ensures that new development will not occur unless appropriate infrastructure improvements are put in place.

EXISTING SERVICES

Presently, the proposed annexation area is served by the following entities:

<u>Service</u>	<u>Service Provider</u>
Fire & Emergency Service	Benton County Fire District #1
Police Services	Benton County Sheriff's Department
Electrical Service	City of Richland
Water Service	Private Well
Sewer Service	On-Site Septic System
Solid Waste Disposal	No Service Currently Provided

FUTURE DEMAND FOR SERVICES

As development of the proposed annexation area occurs, future demands would be placed on City services. Some of these services would not be greatly impacted. Emergency fire/medical protection would be provided from either South Richland Station #72 or #74. As population increases, there would be more calls for service within the area.

City utility services, including power, water, sewer, and storm drainage would see increased usage. Present capacity of the City systems could accommodate this increased demand as the growth was anticipated and planned for in the City Comprehensive Plan. The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of those services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Other services, including parks and recreation and library services, would likely see some increase in use. Table III demonstrates the effects of annexation, both initially and at full build-out, given the assumption that service levels and cost of service per capita will remain constant.

**TABLE III – Robert Zinsli Annexation Proposal
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service ¹	Cost of Annexation ²	
			Initial	Full Build-Out
Fire & Emergency Service ³	\$170/person ³	5 minute emergency response time	\$340	\$10,519
Police ⁴	\$250/person ⁴	1.24 police/1,000 population	\$500	\$15,500
Parks ⁵	\$148/person ⁵	2.8 acres/1,000 population	\$296	\$9,176
Street ⁶ Maintenance	\$30/person	None established	\$60	\$1,860
Library ⁷	\$39/person	None established	\$78	\$2,430
Administrative Services ⁸	\$168/person	None established	\$335	\$10,416
Total	\$805		\$1,610⁹	\$49,910

Notes for Table III:

¹Level of Service reported from City of Richland Comprehensive Plan

²Cost of Annexation – Initial Impacts are based on current estimate of 2 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 62 persons in 24 residences.

³Represents total current expense '20 budget for fire and emergency services (\$9,933,763) divided by current city population (58,550).

⁴Represents total current expense '20 budget for police (\$14,651,400) divided by current city population (58,550).

⁵Represents total current expense '20 budget for parks and facilities and recreation (\$8,659,752) divided by current city population (58,550).

⁶Represents streets capital construction fund '21 budget (\$1,730,000) divided by current city population (58,550).

⁷Library costs were derived by dividing 2020 total library budget (\$2,295,242) by total number of persons in the City (58,550).

⁸Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, and Hanford Communities (\$9,816,628) divided by current city population (58,550).

⁹Costs for police and fire services would not likely be zero for existing levels of development, but are difficult to accurately quantify and would vary greatly based on the number of times that emergency calls for service were made.

Service costs for Table III include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is immediately adjacent to the City's existing service boundaries. So costs for actually providing services listed in Table III could be somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services assumes that all expenses associated with providing services are directly related to

residential uses. Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – Robert Zinsli Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit
Initial Annexation	1	\$1,388	\$1,610	\$-222
Annexation at Max. Build-Out	24	\$50,178	\$49,910	\$268

CONCLUSION

Staff concludes that the proposed annexation would have a slight negative fiscal impact to the City both at the time of initial annexation, but would have a slight positive fiscal impact at the time that the area is fully developed. The City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. This analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City. However, to the extent that retailers performing market studies consider community growth, additional population may have the effect of stimulating new retail development. Ultimately this could increase the per capita sales tax revenue that the City receives.

There are other factors that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The street system will be forced to handle more traffic, and park and library use may increase, along with police and fire service calls. However, without annexation the City will not receive any revenues from those unincorporated developments. In total, the drain on City services would likely be greater without annexation than with annexation.

Annexation also provides the City with some opportunity to control the development so that it conforms to City plans and standards. Street layout and design, the extension of street and utility corridors to adjacent parcels, the overall density of development, and the dedication of park and open spaces are all issues that the City would not control if annexation does not occur.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 48-20, Approving Amendments to the 2020 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

48-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 48-20, amending the 2020 Budget.

Summary:

Proposed Ordinance No. 48-20 will amend the 2020 budget appropriations. Net additional appropriations in the amount of \$3,299,713 are identified in the attached worksheet. The increases are primarily the result of additional expenditures in the General Fund, Public Safety Sales Tax Fund, Hotel/Motel Tax Fund, HOME Fund, Streets Capital Construction Fund and Health Benefits Fund. In some instances, it is necessary for the City to declare that a public emergency exists in certain funds, as required by state law, because certain expenses were not originally anticipated when the 2020 Budget was adopted.

New revenues support \$967,793 of the increase. The remaining \$2,331,920 is funded by use of existing fund balances. The attached document lists the increase in appropriations for each fund, with a brief description of the nature of the increase.

A public hearing was held on November 17, 2020 as required by state law.

Staff recommends approval of Ordinance No. 48-20 for second reading and passage.

Fiscal Impact:

The total increase in appropriations to the 2020 operating budget is \$3,299,713.

Attachments:

1. Ordinance No. 48-20
2. 2020 Appropriation Changes

ORDINANCE NO. 48-20

AN ORDINANCE of the City of Richland amending the 2020 Budget to provide for additional appropriations in the City's General Fund, Public Safety Sales Tax Fund, Hotel/Motel Tax Fund, HOME Fund, Streets Capital Construction Fund, Water Utility Fund, Medical Services Fund and Health Benefits Fund; and in certain of these funds, declaring that a public emergency exists.

WHEREAS, on November 19, 2019, Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2020 Budget was approved, the expenditure of which is not included in current appropriations; and

WHEREAS, additional interfund transfers were identified in the Hotel/Motel Tax Fund as necessary to balance budget carryovers that were not included in Ordinance No. 20-20, approved on August 4, 2020; and

WHEREAS, previous budget amendment Ordinance Nos. 05-20 and 27-20, approved by City Council on April 7, 2020 and September 15, 2020, respectively, identified increases to the General Fund in error, rather than the Public Safety Sales Tax Fund, for appropriation of ICAC grant monies from the Seattle Police Department; and

WHEREAS, certain additional expenditures have been identified as necessary or desirable in the current year that do not have a specific new revenue source; and

WHEREAS, no funds were appropriated for these expenditures; and

WHEREAS, sufficient unappropriated balances are available in the funds referred to in Section 2 to support the required budget adjustment; and

WHEREAS, on November 17, 2020, a public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations from beginning fund balance.

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 2020 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, Richland City Council declares that a public emergency exists in the City's General Fund, Hotel/Motel Tax Fund and Health Benefits Fund.

Section 3. Amendment of the 2020 Budget. The 2020 Budget is hereby amended to provide additional appropriations in the following funds, and from the following sources, as indicated:

2020 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 63,468,866	\$ 1,732,619	\$ 65,201,485	\$ 1,085,869	\$ 646,750
117	PUBLIC SAFETY SALES TAX FUND	1,971,834	303,250	2,275,084	-	303,250
150	HOTEL/MOTEL TAX FUND	1,420,000	1,003,631	2,423,631	1,003,631	-
154	HOME FUND	3,317,658	70,553	3,388,211	-	70,553
301	STREETS CAPITAL CONSTRUCTION FUND	28,496,249	97,240	28,593,489	-	97,240
402	WATER UTILITY FUND	31,680,820	(150,000)	31,530,820	-	(150,000)
407	MEDICAL SERVICES FUND	6,518,388	(57,580)	6,460,808	(57,580)	-
408	HEALTH BENEFITS FUND	11,905,567	300,000	12,205,567	300,000	-
TOTAL		\$ 148,779,382	\$ 3,299,713	\$ 152,079,095	\$ 2,331,920	\$ 967,793

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 1st day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: December 6, 2020

2020 BUDGET AMENDMENTS

							Funding Source	
Fund Title	Revenue Acct#	Expense Acct#	Project#	Current Appropriations	Change In Appropriations	Amended Appropriations	Fund Balance	New Revenue
GENERAL FUND 001				\$ 63,468,866				
ICAC Detective Wellness Grant from Seattle PD	00100.333160	L1XXXXXX.4117			(28,000)			
ICAC Police Forensic Van Grant from Seattle PD	00100.333160	L1XXXXXX.6403			(275,250)			
Move Firefighter Clothing Expanded Program to General Fund	00100.308000	F1222000.2201			46,260			
Move Firefighter Training Expanded Program to General Fund	00100.308000	F1222000.3104			11,320			
2019 Carry Forward for ERP Project - Other Professional Services	00100.308000	IT188900.4107			131,789			
2019 Carry Forward for ERP Project - Expert Services	00100.308000	IT188900.4117			896,500			
COVID-19 Utility Assistance Payments	00103.332921	M1189000.4870			700,000			
COVID-19 PPE, Cleaning Supplies, Etc Reimbursed through CARES	00103.332921	K1710100.3102			250,000			
					1,732,619	\$ 65,201,485	1,085,869	646,750
PUBLIC SAFETY SALES TAX FUND 117				\$ 1,971,834				
ICAC Detective Wellness Grant from Seattle PD	11700.333160	L2212350.4117			28,000			
ICAC Police Forensic Van Grant from Seattle PD	11700.333160	L2212350.6403			275,250			
					303,250	\$ 2,275,084	-	303,250
HOTEL/MOTEL TAX FUND 150				\$ 1,420,000				
Transfer out to Park Projects Construction Fund	15000.308000	D6970000.5528			1,003,631			
					1,003,631	\$ 2,423,631	1,003,631	
HOME FUND 154				\$ 3,317,658				
Increase To Current Year Home Grant								
Salaries & Wages-Regular	15407.331143	D8587100.1101			(6,289)			
CHDO-Richland	15407.331143	D8587100.4982			10,583			
Entitlement-Richland	15407.331143	D8587100.4988			8,062			
Entitlement-Kennewick	15407.331143	D8587100.4989			8,062			
Entitlement-Pasco	15407.331143	D8587100.4991			8,061			
Salaries & Wages-Regular	15407.331143	T1429000.9848			42,074			
					70,553	\$ 3,388,211	-	70,553
STREETS CAPITAL CONSTRUCTION FUND 301				\$ 28,496,249				
RRFB Project - CDBG Funded Omitted From Carryover Ord	30100.397153	T2956400.6310	TR130004		97,240			
					97,240	\$ 28,593,489	-	97,240
WATER UTILITY FUND 402				\$ 31,680,820				
Irrigation CIP Project Paid From Fund 112 Instead	40200.397112	W1943410.6403			(150,000)			
					(150,000)	\$ 31,530,820	-	(150,000)
MEDICAL SERVICES FUND 407				\$ 6,518,388				
Move Firefighter Clothing Expanded Program to General Fund	40700.308001	F2227000.2201			(46,260)			
Move Firefighter Training Expanded Program to General Fund	40700.308001	F2227000.3104			(11,320)			
					(57,580)	\$ 6,460,808	(57,580)	-
HEALTH BENEFITS FUND 520				\$ 11,905,567				
Medical Expense Claims	B4080010.9992	B4173700.2301			300,000			
					300,000	\$ 12,205,567	300,000	
TOTAL				\$ 148,779,382	\$ 3,299,713	\$ 152,079,095	\$ 2,331,920	\$ 967,793



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 162-20, Authorizing a Memorandum of Understanding with the Seattle Police Department

Department:
Police Services

Ordinance/Resolution Number:
162-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 162-20, authorizing a memorandum of understanding with the Seattle Police Department for funding to purchase forensic hardware and software for use in Internet Crimes Against Children (ICAC) investigations.

Summary:

The Seattle Police Department (SPD) receives funding to support the investigation and prosecution of Internet Crimes Against Children (ICAC) crimes. The Richland Police Department is a member of the ICAC Task Force and a recipient of shared funding from SPD.

These funds shall help cover the costs of forensic hardware and software for the Richland Police Department to use in ICAC investigations. The funding shall not exceed \$45,000.

This agreement period is October 1, 2020 to September, 30, 2021.

Staff recommends adoption of Resolution No. 162-20.

Fiscal Impact:

Reimbursement is available in an amount up to \$45,000.

Attachments:

1. Resolution No. 162-20
2. Draft Seattle Police Department MOU

RESOLUTION NO. 162-20

A RESOLUTION of the City of Richland authorizing a Memorandum of Understanding with the Seattle Police Department for the purchase of forensic hardware and software for use in Internet Crimes Against Children (ICAC) investigations.

WHEREAS, the Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children Task Force; and

WHEREAS, the Richland Police Department is a member of the ICAC Task Force, and requires funding to support its investigations and prosecution of ICAC crimes; and

WHEREAS, the Seattle Police Department receives funding to support investigations and prosecution of ICAC crimes, and desires to share this funding with Task Force members; and

WHEREAS, if approved, the Richland Police Department will seek reimbursement of up to \$45,000 for approved forensic hardware and software used in ICAC investigations.

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 Memorandum of Understanding with the Seattle Police Department for the purchase of forensic hardware and software for use in ICAC investigations.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



MEMORANDUM OF UNDERSTANDING

Richland Police Department
871 George Washington Way
Richland, WA 99352

THIS AGREEMENT is made and entered into by and between the City of Seattle Police Department, hereinafter referred to as "SPD" and Richland Police Department.

WHEREAS, The Seattle Police Department is the Lead Agency for Washington State's Internet Crimes Against Children (ICAC) Task Force;

WHEREAS, Recipient, is a member of the ICAC Task Force and requires funding to support its investigation and prosecution of ICAC crimes;

WHEREAS, The Seattle Police Department receives funding to support investigation and prosecution of ICAC crimes and wishes to share this funding with Task Force Members to further the mission of the Task Force; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, or as attached and made a part hereof, the parties hereto agree as follows:

IT IS THEREFORE MUTUALLY AGREED THAT:

Under the direction of the Chief of Police, or delegated authorized representative, Richland Police Department shall be eligible for approved expenses related to the activities described below. All reimbursable expenses shall be as specified herein, based on requests from SPD in advance.

These funds shall help cover the costs of forensic hardware and software for Richland Police Department, that has been pre-approved by SPD for purchase to use in ICAC investigations.

In the event the MOU requires a change in scope or an increase in cost beyond the amount agreed to, the SPD and Richland Police Department shall agree to any such changes in writing prior to the commencement of Services requiring the change in the scope or cost increase.

TERM OF AGREEMENT

This Agreement shall begin November 1, 2020 and terminates September 30, 2021. This agreement may be modified and continued, by amendment, for work beyond this date, by mutual agreement of the parties.

FUNDING SOURCE

This MOU is funded with federal grant funds under CFDA # 16.543. The grant is the 2020 ICAC Task Force Grant, Award # 2018-MC-FX-K054. All federal financial and grant management rules and regulations must be adhered to in the execution of this

contract. Exhibit A is a copy of the federal award documents. All conditions stated in the award documents apply to the execution of this contract.

PAYMENT

SPD will pay Richland Police Department for work covered in the Scope of Work for actual costs incurred by Richland Police Department.

The funding limit shall not exceed \$45,000 and shall reflect the Parties' best estimate of the cost of work to be accomplished under this Agreement. SPD shall not be obligated for any expenditure in excess of the funding limit unless prior written authorization is received. Actual amounts reimbursed under this Agreement shall be based on actual costs incurred by Richland Police Department. In no event shall any Party be paid for costs that are not documented pursuant to the requirements of this Agreement.

SPD will pay Richland Police Department pursuant to the following provisions, unless otherwise agreed in writing:

1. Richland Police Department shall submit to SPD an invoice for Services performed no later than thirty (30) calendar days following the month in which the Services were performed. Invoice shall include a summary of total costs billed to date. Any request for payment for work performed prior to the issuance of a notice to begin work, or work billed later than ninety (90) calendar days after its completion shall not be eligible for payment.
2. Unless otherwise directed, Richland Police Department shall submit invoices and appropriate supporting materials to:
Seattle Police Department
Attn: Fiscal Office
PO Box 34986
Seattle, WA 98124-4986
spdap@seattle.gov
3. Unless otherwise directed, the SPD shall submit invoices and appropriate supporting materials to:
Chief John Bruce
Jbruce@ci.Richland.wa.us
Richland Police Department
871 George Washington Way
Richland, WA 99352
4. Richland Police Department agrees to submit a final bill to SPD within thirty (30) calendar days after the end date of this Contract, and will label the invoice "FINAL BILL."

AGENCY CONTACTS

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee as follows:

Richland Police Department	Seattle Police Department
NAME: John Bruce, Chief Richland Police Department	NAME: Mike Edwards, Captain Seattle Police Department
PHONE NO.: 509-942-7340	PHONE NO.: 206-684-4351
EMAIL ADDRESS: jbruce@ci.Richland.wa.us	EMAIL ADDRESS: Michael.Edwards@Seattle.gov

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

**CITY OF RICHLAND, ON BEHALF OF THE
RICHLAND POLICE DEPARTMENT**

SEATTLE POLICE DEPARTMENT

Name: Cindy Reents
Title: City Manager

Mark Baird
Chief Operating Officer



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 164-20, Approving a Purchase and Sale Agreement with D&I Investments, LLC for 10 Acres in Horn Rapids

Department:

Development Services

Ordinance/Resolution Number:

164-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 164-20, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with D&I Investments, LLC for the purchase of 10 acres in the Horn Rapids Industrial Park.

Summary:

D&I Investments, LLC is proposing to purchase a 10-acre property in the Horn Rapids Industrial Park along the west side of Kingsgate Way for the development of light industrial buildings with offices, warehousing, loading docks and truck access.

D&I Investments, LLC is expected to start construction in early 2021 with an anticipated completion date within 6-12 months. Its first scheduled tenant is Avallax, LLC, who will initially bring two family-wage jobs to the project and will lease a minimum of 6,000 SF. D&I Investments, LLC has committed to bringing additional growth to the area through its distribution business.

The purchase price is \$40,000 per acre for the 10-acre property, amounting to estimated gross proceeds of \$400,000. The purchase price is consistent with the City of Richland's Resolution No. 158-18, which established pricing in the Horn Rapids Industrial Park on November 20, 2018.

The City will retain a repurchase right if D&I Investments, LLC has not submitted an application for approval of building plans to the City within eight (8) months of closing, and if construction of a light industrial building does not commence on the property within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee at its November 23, 2020 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 164-20.

Fiscal Impact:

Purchase price is \$40,000 per acre with estimated gross proceeds of \$400,000 for the 10 acres. Net proceeds after closing will be distributed to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 164-20
2. Letter of Intent
3. Purchase and Sale Agreement - D&I Investments
4. Exhibit B - Record Survey No. 4146
5. D&I Investments - Site Map

RESOLUTION NO. 164-20

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and D&I Investments, LLC.

WHEREAS, the City of Richland is the owner of ten (10) acres of City-owned surplus property located along Kingsgate Way in the Horn Rapids Industrial Park; and

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

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

WHEREAS, pursuant to Resolution No. 158-18, adopted by City Council on November 20, 2018, the property is for sale for \$40,000 per acre; and

WHEREAS, D&I Investments, LLC has agreed to purchase the property for the stated price; and

WHEREAS, at its November 23, 2020 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the ten (10) acres of City-owned surplus property in the Horn Rapids Industrial Park to D&I Investments, LLC for the total sale price of \$400,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary for the sale of property to D&I Investments, LLC as described herein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

October 14, 2020

David Pandzhakidze

2611 Faclon lane

Richland WA 99352

Horn Rapids Industrial Park Parcel at 3237 Kingsgate Way; Tax Parcel ID: 1 • 116083000003001

Dear Mr. Arrasmith

I am submitting this letter of intent to purchase the 10 acres of property on 3237 Kingsgate Way, Richland, WA currently owned by the City of Richland.

I propose to build 15 000 – 25 000 sq. ft. commercial and industrial buildings on the parcel with office space, roll up doors and truck accessibility. These buildings will be leased out to potential clients looking to expand and do business in Richland, WA. Our expected construction start date is early 2021 and the estimated completion date is within 6-12 months after. Our first client and tenant is AVALLAX LLC which is committed to bring at least 2 good paying Jobs in Richland WA and lease at least 6 000 sq ft of space. They also committed to bring potential growth to the area with their distribution business. Rest of the space will be divided by smaller 3 000-4 000 sq.ft suites to lease out to small businesses.

The proposed purchase price for the parcel is \$ 43,600per acre, totaling \$ 436,000. We would take care of bringing utilities to the site as well. We understand that the purchase and sale agreement still need to be negotiated and reviewed and that this transaction requires Council approval in order to move forward. Traditional distribution of closing costs will occur.

This letter of intent does not and is not intended to contractually bind the parties, and is only an expression of interest. This letter does not bind either party contractually.

Sincerely,
David Pandzhakidze

A handwritten signature in black ink, appearing to read 'David Pandzhakidze', followed by a horizontal line.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 3237 Kingsgate Way

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

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 3237 Kingsgate Way, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

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

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

2. Purchase Price. The total purchase price for the Property shall be **Four Hundred Thousand** dollars and no cents (**\$400,000.00**) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with First American Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

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

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

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

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

4. Title Matters.

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

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

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

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

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

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

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

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

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

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed with 15,000-25,000 square feet of commercial and light industrial buildings with office space and truck accessibility. Any deviation from this intended use must be authorized by the Seller in writing or

be subject to Seller's Right to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

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

8. Casualty and Condemnation.

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

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

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

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

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

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the closing.

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

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

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

If to Purchaser: Roth Business Services, PLLC
Attn: D&I Investments/David P.
8836 W. Gage Blvd., Ste. 204A
Kennewick, Washington 99336-7155
Phone
Mallons26@yahoo.com

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

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

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

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

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

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

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

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

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of 15,000-25,000 square feet of commercial and light industrial buildings with office space and truck accessibility, subject to the following:

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

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

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

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

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

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

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

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

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

**D & I INVESTMENTS, LLC –
PURCHASER**

By: Cynthia D. Reents
Its: City Manager

By: David Pandzhakidze
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF A PUBLIC ROAD KNOWN AS KINGSGATE WAY AND THE SOUTHEAST CORNER OF TRACT B AS DEPICTED IN RECORD SURVEY #2284 AND DESCRIBED IN DEED RECORDED UNDER AF#2009-006519, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 00° 00' 01" WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE 400.05 FEET; THENCE LEAVING SAID WESTERLY MARGIN NORTH 89° 43' 33" WEST FOR A DISTANCE OF 1089.00 FEET; THENCE NORTH 00° 00' 01" EAST FOR A DISTANCE OF 400.05 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 89° 43' 33" EAST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1089.00 FEET TO THE TRUE POINT OF BEGINNING; SAID PARCEL ALSO BEING DEPICTED AS TRACT C ON RECORD OF SURVEY #2284, RECORDS OF BENTON COUNTY, WASHINGTON. (BOUNDARY LINE ADJUSTMENT PER QCD, AF#2010-029500, 10/12/2010, SEE SURVEY #4146).

Exhibit B
Record Survey No. 4146

DRAFT

RECORD OF SURVEY No. 4146
FOR LOT CONSOLIDATION
& EXEMPTION
A PORTION OF THE WEST HALF OF SECTION 16 & 21,
TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION-PARCEL A

ALL THAT PORTION OF WEST HALF OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF HORN RAPIDS ROAD AS DESCRIBED IN EASEMENT RESERVATION WITHIN QUITCLAIM DEED 87-4170, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 89°25'07" EAST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1194.91 FEET TO A POINT ON THE WEST LINE OF A PARCEL AS DESCRIBED IN DEED RECORDED UNDER 2009-019019, RECORDS OF BENTON COUNTY WASHINGTON; THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL AS DEPICTED IN RECORD OF SURVEY NUMBER 3108 AND AS DESCRIBED IN DEED NUMBER 2002-039201, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°25'07" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1061.62 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 00°00'01" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 2737.24 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 71°18'32" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 212.25 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 16; THENCE SOUTH 01°21'49" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 2847.42 FEET TO THE SOUTHWEST QUARTER OF SAID SECTION AND THE TRUE POINT OF BEGINNING.
CONTAINS 11.8 ACRES MORE OR LESS.

LEGAL DESCRIPTION-PARCEL B

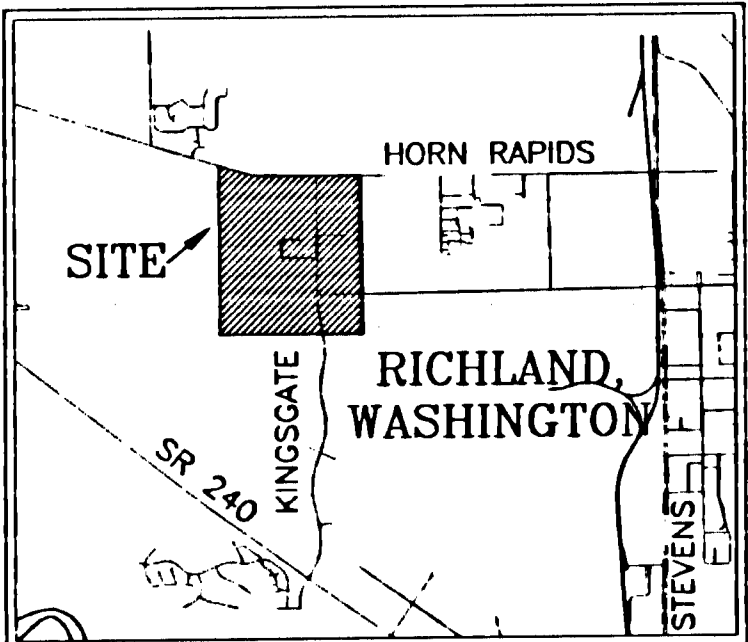
A PORTION OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF SECTION 16, BOTH IN TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1294.91 FEET TO A POINT ON THE EAST LINE OF A PARCEL AS DESCRIBED IN DEED RECORDED UNDER 2009-019019, RECORDS OF BENTON COUNTY WASHINGTON, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF TRACT "A" AS DEPICTED IN RECORD OF SURVEY NUMBER 2341 AND AS DESCRIBED IN DEED NUMBER 97-16183, RECORDS OF BENTON COUNTY WASHINGTON; THENCE NORTH 89°25'07" EAST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1039.54 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID SOUTH LINE AND ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89°25'06", A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 78.03 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A PUBLIC ROAD KNOWN AS KINGSGATE WAY; THENCE SOUTH 00°00'01" WEST ALONG SAID WESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 194.82 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°10'12", A RADIUS OF 1540.00 FEET, AN ARC DISTANCE OF 273.35 FEET; THENCE SOUTH 10°10'11" EAST FOR A DISTANCE OF 625.40 FEET TO A POINT ON THE SOUTH LINE OF A PARCEL AS DEPICTED ON RECORD OF SURVEY NO. 2614 AND AS DESCRIBED IN DEED 1998-007092, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°25'07" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1223.66 FEET TO A POINT ON THE WEST LINE THEREOF; THENCE NORTH 00°00'00" WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 994.18 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 27.04 ACRES MORE OR LESS.

LEGAL DESCRIPTION-PARCEL C

A PORTION OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1294.91 FEET TO A POINT ON THE EAST LINE OF A PARCEL AS DESCRIBED IN DEED RECORDED UNDER 2009-019019, RECORDS OF BENTON COUNTY WASHINGTON; THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 994.18 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°00'00" EAST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 738.81 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHERLY ALONG SAID CURVE TO THE LEFT AND ALONG THE EAST LINE THEREOF SAID CURVE HAVING A CENTRAL ANGLE OF 30°39'36", A RADIUS OF 523.69 FEET, AN ARC DISTANCE OF 280.23 FEET TO A POINT OF INTERSECTION OF THE EAST LINE THEREOF AND THE WEST LINE OF A PARCEL AS DEPICTED IN RECORD OF SURVEY NO. 2299 AND AS DESCRIBED IN DEED 1999-016017 RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°22'11" WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 110.70 FEET; THENCE NORTH 89°25'22" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1119.19 FEET TO A POINT OF CURVE AND THE WEST RIGHT-OF-WAY MARGIN OF A PUBLIC ROAD KNOWN AS KINGSGATE WAY; THENCE NORTHERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 11°16'30" EAST, A DISTANCE OF 24.49 FEET AND HAVING A CENTRAL ANGLE OF 00°54'41"; A RADIUS OF 1540.00 FEET, AN ARC DISTANCE OF 24.49 FEET; THENCE NORTH 11°43'51" EAST FOR A DISTANCE OF 202.44 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°54'04", A RADIUS OF 1460.00 FEET, AN ARC DISTANCE OF 558.08 FEET; THENCE NORTH 10°10'11" WEST FOR A DISTANCE OF 121.33 FEET TO THE SOUTHEAST CORNER OF A PARCEL AS DEPICTED ON RECORD OF SURVEY NO. 2614 AND AS DESCRIBED IN DEED 1998-007092, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°25'07" WEST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1223.66 FEET TO THE WEST LINE THEREOF AND THE TRUE POINT OF BEGINNING.
CONTAINS 25.64 ACRES MORE OR LESS

LEGAL DESCRIPTION-PARCEL D

A PORTION OF SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY MARGIN OF A PUBLIC ROAD KNOWN AS KINGSGATE WAY AND THE SOUTHEAST CORNER OF TRACT "B" AS DEPICTED IN RECORD OF SURVEY NO. 2284 AND DESCRIBED IN DEED RECORDED UNDER 2009-006519, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 00°00'01" WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 400.05 FEET; THENCE LEAVING SAID WESTERLY MARGIN NORTH 89°43'33" WEST FOR A DISTANCE OF 1089.00 FEET; THENCE NORTH 00°00'01" EAST FOR A DISTANCE OF 400.05 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 89°43'33" EAST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1089.00 FEET TO THE TRUE POINT OF BEGINNING.
SAID PARCEL ALSO BEING DEPICTED AS TRACT "C" ON RECORD OF SURVEY NO. 2284, RECORDS OF BENTON COUNTY, WASHINGTON.
CONTAINS 10.00 ACRES MORE OR LESS



LEGAL DESCRIPTION-PARCEL E

ALL THAT PORTION OF SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING EASTERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF A PUBLIC ROAD KNOWN AS KINGSGATE WAY AND LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF HORN RAPIDS ROAD AS DESCRIBED IN EASEMENT RESERVATION WITHIN QUITCLAIM DEED 87-4170, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID KINGSGATE WAY AND THE SOUTH LINE OF SAID HORN RAPIDS ROAD; THENCE NORTH 89°44'07" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 100.17 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01°03'23" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 79.20 FEET TO A POINT ON THE NORTHEAST CORNER OF A PARCEL AS DEPICTED ON RECORD OF SURVEY NO. 2196 AND AS DESCRIBED IN DEED 1996-17907, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 89°43'33" WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 101.63 FEET TO THE SAID WESTERLY MARGIN; THENCE NORTH 00°00'01" EAST FOR A DISTANCE OF 78.24 FEET TO THE SAID SOUTHERLY MARGIN AND THE TRUE POINT OF BEGINNING.
CONTAINS 0.18 ACRES MORE OR LESS

LEGAL DESCRIPTION-PARCEL F

ALL THAT PORTION OF WEST HALF OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF HORN RAPIDS ROAD AS DESCRIBED IN EASEMENT RESERVATION WITHIN QUITCLAIM DEED 87-4170, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 01°21'49" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 2847.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 71°18'32" EAST FOR A DISTANCE OF 212.25 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AS DEPICTED IN RECORD OF SURVEY NUMBER 3108 AND AS DESCRIBED IN DEED NUMBER 2002-039201, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING SOUTH 71°18'32" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 768.91 FEET; THENCE SOUTH 89°43'33" EAST CONTINUING ALONG SAID NORTH LINE FOR A DISTANCE OF 433.21 FEET TO THE NORTHWEST CORNER OF TRACT "A" AS DEPICTED IN RECORD OF SURVEY NUMBER 2284 AND AS DESCRIBED IN DEED NUMBER 97-13889, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE CONTINUING SOUTH 89°43'33" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1089.00 FEET TO A POINT ON THE WESTERLY MARGIN OF A PUBLIC ROAD KNOWN AS KINGSGATE WAY; THENCE NORTH 00°00'01" EAST ALONG THE WESTERLY MARGIN THEREOF FOR A DISTANCE OF 119.31 FEET TO THE SAID SOUTH RIGHT-OF-WAY MARGIN OF HORN RAPIDS ROAD; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF THE FOLLOWING COURSES: THENCE SOUTH 89°44'07" WEST FOR A DISTANCE OF 1272.98 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°26'30", A RADIUS OF 1164.57 FEET, AN ARC DISTANCE OF 354.51 FEET; THENCE NORTH 72°49'22" WEST FOR A DISTANCE OF 870.56 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 16; THENCE LEAVING SAID SOUTHERLY MARGIN SOUTH 01°21'49" EAST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 100.78 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 6.4 ACRES MORE OR LESS.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ROW ENTERPRISES, INC. IN JULY, 2010.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF October, 2010 A.D. AT 12:20 P.M.,
AND RECORDED IN VOLUME 01 OF RECORD OF SURVEYS, PAGE 4146 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Branda Chilton, by Linda
FEE NO. 2010-029499
SURVEY RECORD NO. XX-10-2810001



2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

DATE: 10/04/10
SCALE: NA
DRAWN BY: ADM
APPROVED BY: CCA
JOB#10073

RECORD OF SURVEY
CITY OF RICHLAND

RICHLAND

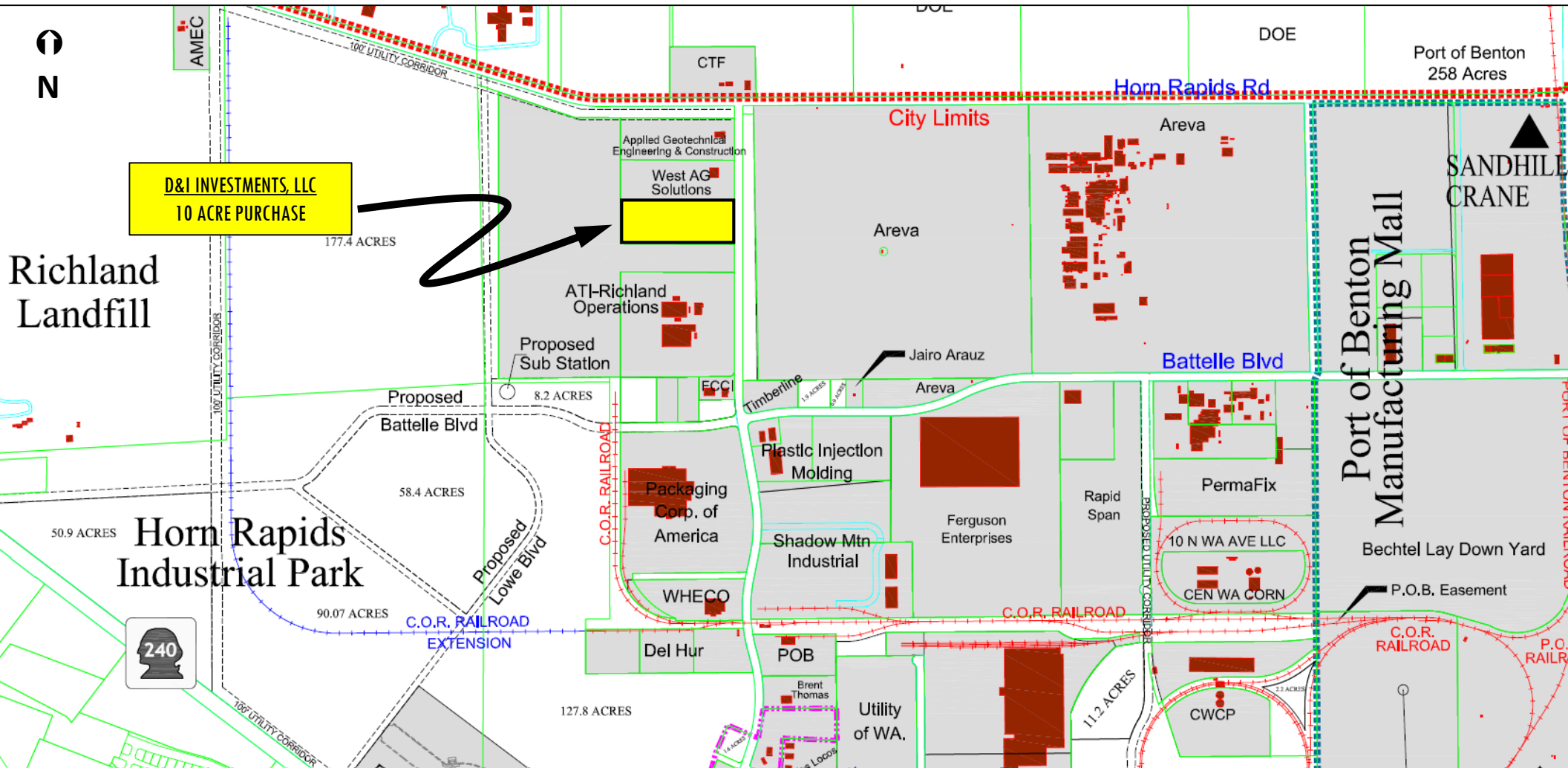
SHEET 2 OF 2

WASHINGTON

16221-10-28

4146

24





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 165-20, Authorizing an Agreement with Hill International for Public Safety Response Stations Nos. 73 & 75

Department:
Parks & Public Facilities

Ordinance/Resolution Number:
165-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 165-20, authorizing the City Manager to sign and execute an agreement with Hill International for Public Safety Response Stations Nos. 73 & 75.

Summary:

On March 3, 2020, Richland City Council authorized a consultant agreement with DGR Grant Construction to design and construct Public Safety Response Stations Nos. 73 & 75. Recent, unanticipated staffing changes necessitate additional consultant support to the project. Hill International is currently providing support to the project, is familiar with the project, and has capacity to undertake the additional, necessary work.

Staff recommends adoption of Resolution No. 165-20.

Fiscal Impact:

The contract value will not exceed \$119,278 and will be funded through 2020 Parks & Public Facilities Department salary savings attributed to COVID-19 reductions of service.

Attachments:

1. Resolution No. 165-20
2. Proposed Consultant Agreement - Hill International

RESOLUTION NO. 165-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with Hill International for the Public Safety Response Stations Nos. 73 & 75 projects.

WHEREAS, on March 3, 2020, Richland City Council authorized the award of a contract to DGR Grant Construction for design and construction of Public Safety Response Station Nos. 73 & 75 (the "Projects"); and

WHEREAS, recent, unanticipated staffing changes necessitate supplemental consultant support for the Projects; and

WHEREAS, Hill International is currently under contract to provide services in support of the Projects, and the firm has capacity to undertake additional, necessary supplemental support.

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 Hill International for supplemental consultant support to the Public Safety Response Stations Nos. 73 & 75 projects.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Project and Construction Management Services for Fire Stations 73 & 75

This Agreement is entered into this _____ day of November, 2020 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Hill International, Inc. ("Consultant")**, a Washington for-profit corporation with service at 2005 Market St., Suite 1700, Philadelphia, PA 19103. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

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

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2021.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2021.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One-hundred Nineteen Thousand Two Hundred and Seventy-eight Dollars and Zero Cents (\$119,278.00)**, 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

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

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 \$1,000,000 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:	Gregory Heinz
Name of Firm:	Hill International, Inc.
Address:	2005 Market St., Suite 1700
Address:	Philadelphia, PA 19103
Email:	GregoryHeinz@hillintl.com
Phone Number:	(425) 214-0317
Fax Number:	N/A

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

DRAFT

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

Attested by:

Printed Name

Title

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work



Hill International, Inc.
Lincoln Plaza
818 W. Riverside Ave, Suite #400
Spokane, WA 99201
(509) 570-0933
www.hillintl.com

November 4, 2020

Cindy Reents
City Manager
City of Richland
625 Swift Blvd
Richland, WA 99352

Subject: City of Richland CM Services Agreement
Supplemental Proposal – Construction Phase Services

Dear Ms. Reents:

Hill International, Inc. (Hill) is pleased to submit our proposal to provide supplemental construction management (CM) services as defined in Attachment A for the new Richland Fire and Public Safety Stations 73 & 75.

We have approached this agreement with a Not-to-Exceed value for estimated services, as detailed in Attachment B. Our services will be billed on a time and materials basis, and we will notify the City in the event the scope begins to increase from our assumptions.

We look forward to continuing work with the City of Richland on your new fire stations. Should you have any questions or need further information, you can reach me directly at (509) 570-0933 or GregoryHeinz@hillintl.com.

Sincerely,

A handwritten signature in blue ink that reads "Gregory Heinz".

Gregory Heinz
Vice President

Cc M Walker, Hill
B Blankenship, Hill
D Selzer, Hill



**CITY OF RICHLAND – PUBLIC SAFETY RESPONSE STATION NOS. 73 & 75
Professional Services Agreement**

ATTACHMENT A – SCOPE OF SERVICES – 11/04/2020

The purpose of this document is to define the construction phase services to be provided for both Fire Station 73 and Fire Station 75. The initial plan is for Hill's construction manager to spend approximately 10 hours per week on jobsite oversight and coordinating with the various project stakeholders and the Design-Build team. Our fee proposal is based on this assumption, with a Not-to-Exceed dollar value. Hill will notify the Owner if the actual scope begins to increase beyond these assumptions

STANDARD SERVICES TO BE PROVIDED ☒:

Principal-in-Charge:

- ☐ Oversee the Hill team to assure that the needs of the City and the project are being met.
- ☐ Advise on construction and closeout phases.

Construction Manager:

- ☐ Develop Communication Protocol within City of Richland team for construction phase of the project. Prepare contractual correspondence to the design-build (DB) Team.
- ☐ Provide oversight of the remaining design phase.
 - Participate in all design calls and design meetings. Review/comment on the final drawings for constructability.
 - Review and provide letters of recommendation to City Finance point of contact regarding DB applications for payment.
- ☐ Provide oversight of the construction and closeout phase for the project.
 - Twice weekly visit the site and observe progress. Prepare a written site observation report (including progress photos) documenting the status of the construction.
 - Participate in weekly onsite construction meetings.
 - Review and provide letters of recommendation to City Finance point of contact regarding DB applications for payment.

RICHLAND PUBLIC SAFETY RESPONSE NOS. 73 75
HILL INTERNATIONAL ATTACHMENT B FEE FORECAST - FULL SCOPE
NOVEMBER 4, 2020

					2021													
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
FIRE STATIONS 73 & 75																		
					P4 - CONSTRUCTION PHASE												CLOSEOUT	
	Matt Walker	PIC	Hours	-														
	Lorraine Mead	Scheduler	Hours	-				47	47	47	47	47	47	47	47	47		
	Becky Blankenship	PM/CM	Hours	564	47	47	47	47	47	47	47	47	47	47	47	47		
	Debbie Selzer	Admin	Hours	48	4	4	4	4	4	4	4	4	4	4	4	4		
			Subtotal	660	55	55	55	55	55	55	55	55	55	55	55	55		
BILLING RATE SCHEDULE																		
			2019	2020	2021	2022												
	Matt Walker	PIC	170.00	175.10	180.35	185.76												
	Lorraine Mead	SCHED	150.00	154.50	159.14	163.91												
	Becky Blankenship	PM/CM	150.00	154.50	159.14	163.91												
	Aron Aston	Est	134.00	138.02	142.16	146.43												
	Anna Valdez	PCE	100.00	103.00	106.09	109.27												
	Debbie Selzer	Admin	78.00	80.34	82.75	85.23												
					2021													
FIRE STATIONS 73 & 75					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
	Matt Walker	PIC	\$	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Lorraine Mead	Scheduler	\$	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Becky Blankenship	PM/CM	\$	89,316	7,262	7,262	7,479	7,479	7,479	7,479	7,479	7,479	7,479	7,479	7,479	7,479		
	Aron Aston	Estimator	\$	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Anna Valdez	PCE	\$	5,068	412	412	424	424	424	424	424	424	424	424	424	424		
	Debbie Selzer	Admin	\$	3,953	321	321	331	331	331	331	331	331	331	331	331	331		
			Subtotal	96,337														
FEE PER MONTH					7,995	7,995	8,235	8,235	8,235	8,235	8,235	8,235	8,235	8,235	8,235	8,235		
TOTAL LABOR					96,337													
					2021													
REIMBURSABLE EXPENSES					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
	Air Fare			-														
	Car Rental		1,800		150	150	150	150	150	150	150	150	150	150	150	150		
	Gas for rental car		1,080		90	90	90	90	90	90	90	90	90	90	90	90		
	Lodging		5,760		480	480	480	480	480	480	480	480	480	480	480	480		
	Meals		540		45	45	45	45	45	45	45	45	45	45	45	45		
	Mileage		-															
	Parking		-															
	Postage / Other		-															
	Hill Markup	@10% ODC's	918		76.5	76.5	76.5	76.5	76.5	76.5	76.5	76.5	76.5	76.5	76.5	76.5		
			Subtotal	10,098	841.5	841.5	841.5	841.5	841.5	841.5	841.5	841.5	841.5	841.5	841.5	841.5		
TOTAL LABOR & REIMBURSABLES					108,435													
10% CONTINGENCY					10,843													
TOTAL NTE					119,278													

11/17/2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code

Department:
City Attorney

Ordinance/Resolution Number:
47-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 47-20, amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and eliminate conflicts.

Chapter 2.04 RMC was originally enacted in 1960 for the purpose of fulfilling Council's power under the Richland City Charter to establish city departments and their related duties. As community priorities change, the City has seen many departments and positions also change over the past 60 years.

Chapter 2.04 RMC also further defines the duties of the City Manager, City Clerk and City Attorney, three positions created by the Richland City Charter.

Due to restructuring and various staff changes, Chapter 2.04 is in need of a housekeeping update to bring the code into alignment with current practices. Gender specific pronouns have also been removed throughout.

During the November 17, 2020 regular meeting, Council addressed Section 2.04.090, and requested that staff provide additional edits to address a length of time, continuing disability, and authority of an acting city manager in the absence of the city manager. The item was tabled to allow time for the revised section to come forward for Council consideration. Upon review of RCW 35.18.140 and Article IV, Section 4.03 of the Richland City Charter, staff recommends replacement of the existing section with the following:

RMC 2.04.090 City manager – Absence or disability.

In the event of an absence, suspension, or disability of the manager exceeding sixty (60) calendar days, or if a vacancy should occur in the office, the Council may designate a qualified administrative officer of the city to perform the duties of the office until the manager shall return to duty or until the appointment of a successor.

This replacement section is simple, aligned with state law and the Richland City Charter, and addresses the concerns raised. Staff recommends approval of Ordinance No. 47-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 47-20

ORDINANCE NO. 47-20

AN ORDINANCE of the City of Richland amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguities and align with current practices; and

WHEREAS, due to changes in staffing and organizational structure, many of the references in Chapter 2.04 RMC have become obsolete; and

WHEREAS, this housekeeping ordinance is necessary to bring the Richland Municipal Code into alignment with current municipal operations.

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

Section 1. Chapter 2.04 of the Richland Municipal Code, entitled Administrative Code, as first enacted by Ordinance No. 125, and last amended by Ordinance No. 07-20, is hereby amended as follows:

Chapter 2.04 ADMINISTRATIVE CODE

Sections:

- 2.04.010 Purpose.**
- 2.04.020 Charter defined.**
- 2.04.030 City manager – Responsibilities.**
- 2.04.040 City manager – Duties.**
- 2.04.050 City manager – Administrative supervision.**
- 2.04.060 City manager – Administrative rules.**
- 2.04.070 City manager – Staff.**
- 2.04.080 City manager – Reports to the council.**
- 2.04.090 City manager – Absence or disability.**
- 2.04.100 Groups, departments, and officers established.**
- 2.04.110 Boards, commissions and committees.**
- 2.04.115 Ad hoc citizens committees.**
- 2.04.120 Procedure for filling vacancies on boards, commissions, and committees.**
- 2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.**
- ~~**2.04.127 Deputy city manager for community and development services.**~~
- 2.04.128 Assistant city manager.**
- 2.04.130 City clerk.**
- 2.04.140 City attorney.**
- ~~**2.04.150 Administrative services group.**~~

- 2.04.155 Administrative services department.
- 2.04.160 ~~Community and d~~Development services department. ~~group.~~
- 2.04.161 Parks & public facilities ~~and recreation~~ department.
- ~~2.04.165 Utility and public works group.~~
- 2.04.170 Public works department.
- 2.04.180 Energy services department.
- ~~2.04.200 Public safety group.~~
- 2.04.205 Fire & and emergency services department.
- 2.04.210 Police ~~services~~ department.
- ~~2.04.220 Benton County emergency services department.~~
- 2.04.260 Severability.
- 2.04.270 Interpretation.

2.04.010 Purpose.

This chapter is adopted pursuant to Article II, Section 2.07(K44) of the Richland City Charter authorizing Council to adopt an administrative code to govern the administration of the city, to create or eliminate departments, offices, and positions of employment, not created by the Charter, and to determine the powers and duties of any department and office. ~~establish an organization to administer the functions of the city under the Charter and is a part of the administrative code.~~

2.04.020 Charter defined.

“Charter” when used in this chapter means the Richland City Charter.

2.04.030 City manager – Responsibilities.

The city manager shall be the chief administrative officer of the general city government and shall supervise and be responsible for the effective management of the administrative and financial affairs of the city, and shall supervise all city departments and offices, except as ~~is~~ otherwise provided by the Charter, general laws or ordinances. ~~He~~ The city manager ~~is shall be~~ responsible for the proper execution of the policies set by the city council and the enforcement of all laws and ordinances. ~~He~~ The city manager is shall be responsible to the city council for the efficient operation of all city departments and offices under ~~his~~ the manager's jurisdiction, and, ~~as city comptroller, he~~ shall likewise be responsible to the city council for the economical conduct and operation of all city departments and offices under ~~his~~ the manager's jurisdiction.

2.04.040 City manager – Duties.

The city manager shall:

- A. Keep the council informed of the conditions and needs of the city;
- B. Make such reports and recommendations as the manager ~~he may~~ deems desirable or as may be requested ~~of him~~ by the council;
- C. Prepare and submit to the council the proposed annual ~~preliminary~~ budget for the city;

- D. Prepare and submit annually to the council a five-year capital expense budget;
- E. ~~As comptroller, c~~Control city expenditures so that actual expenditures do not exceed amounts available for expenditures;
- F. Supervise the purchase, lease, rental, use, maintenance and assignment of city property required by ~~the various departments and offices of the general government of~~ the city;
- G. Appoint, remove, suspend or discipline all officers and employees of the city under the city manager's ~~his~~ jurisdiction, subject to ~~the personnel rules and civil service provisions of~~ the Charter, ~~and~~ ordinances or general laws; provided, that ~~he~~ this authority may be delegated by the city manager, in the city manager's discretion, to a department head or department director; ~~may, at his discretion, authorize the head of a department or office responsible to him to appoint, suspend, discipline or remove subordinates in such department or office;~~
- H. Fix and establish the number of employees in the various city departments and offices under ~~his~~ the manager's jurisdiction and determine their duties and compensation, subject to the ~~pay~~ compensation plan and appropriations adopted by the city council;
- I. Exercise all powers conferred by law upon the city but not specifically conferred upon any official or the city council;
- J. Negotiate and sign, on behalf of the city, contracts duly authorized by the council or by ordinance and administer the provisions of such contracts;
- K. Take or cause to be taken or recommend to the city council in the proper case all and every action necessary to protect the best interests and promote the welfare of the city;
- L. Represent the city at meetings with other governmental units, agencies, commissions, and associations as deemed necessary or as directed by the city council;
- ~~L~~M. Perform such other duties and have and exercise such other powers as may be prescribed by law.

2.04.050 City manager – Administrative supervision.

The city manager, in exercising general control over the administrative affairs of the general government of the city, shall deal insofar as it is possible through the administrative officers of the general government designated by this code, and except as otherwise provided by Charter or general law, all such officers shall be directly and exclusively responsible to the city manager, ~~him~~, and to no other person or body, for the efficient or economical conduct of their respective departments and offices.

2.04.060 City manager – Administrative rules.

The city manager is authorized to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the city, outlining the general procedures for the administration of city activities under ~~his~~ the city manager's jurisdiction, and ~~he~~ may provide for a system of administrative regulations to be issued by the heads of the various departments and offices of the city's general government.

2.04.070 City manager – Staff.

The city manager may, within the limits of the annual budget adopted by the city council, appoint administrative assistants or designate employees of the city as such whose duties shall be to assist the city manager in such a manner as the city manager ~~he~~ may designate and to conduct studies and research into the most advantageous administrative practices and other matters affecting the city, its government and its administration, the application of which will improve the administration of the city government. The city manager may, within the limits of the annual budget adopted by the city council, determine appropriate staffing levels for ~~his~~ the city manager's office and for the other departments and divisions of the city.

2.04.080 City manager – Reports to the council.

The city manager shall prepare and submit to the city council annually, at the close of each fiscal year, a complete report of the city's administrative activities and finances for the preceding year, which report shall be made available for public distribution. ~~He~~ The city manager shall prepare and present such other reports as the city council may require or as ~~he~~ the manager deems advisable. The city manager, as part of the adoption of the annual budget, shall provide to city council a current organizational chart. ~~maintained said chart to be maintained by the city clerk's office and made available to the public. Any significant modifications to the organizational structure shall be adopted by the city council by resolution and incorporated into the organizational chart by the city clerk within 30 days of council's resolution.~~

2.04.090 City manager – Absence or disability.

In the event of an absence, suspension, or disability of the manager exceeding sixty (60) calendar days, or if a vacancy should occur in the office, the Council may designate a qualified administrative officer of the city to perform the duties of the office until the manager shall return to duty or until the appointment of a successor.

~~Whenever the city manager is unable to perform the duties of his office because of a temporary disability or of his absence from the city for not more than 15 calendar days, he may designate some other city official to serve in his place. The official so designated shall supervise and be responsible for the effective management of the administrative affairs of the city, but shall have only such powers as are necessary to deal with the administrative affairs of the city until the city manager's recovery or return, not including, however, the power to appoint and remove heads of departments or subordinates. Whenever the city manager's disability appears to be of a continuing nature or his absence exceeds 15 calendar days, the city council shall appoint a qualified administrative officer to perform the duties of the office until the manager returns to duty.~~

2.04.100 Groups, departments, and officers established.

Administrative services of the city shall be organized into departments and officers whose titles are created and established as follows:

Department/Office	Administrative Officer
City Manager's Office	City Manager
City Clerk's Office	City Clerk
City Attorney's Office	City Attorney
Administrative Services Group	Administrative Services Director
Administrative Services <u>Department</u>	Administrative Services Director
Community and Development Services <u>Department</u> Group	<u>Development Services Director</u> Deputy City Manager for Community and Development Services
Parks and Recreation <u>& Public Facilities</u> Department	Parks and Recreation <u>& Public Facilities</u> Director
Utilities and Public Works Group	City Manager Designee
Public Works Department	Public Works Director
Energy Services Department	Energy Services Director
Public Safety Group	City Manager Designee
Fire and <u>&</u> Emergency Services Department	Fire <u>Chief</u> and Emergency Services Director
Police Services Department	<u>Chief of</u> Police Services Director
Benton County Emergency Services Department	Police Services Director

2.04.110 Boards, commissions and committees.

A. Boards, Commissions and Committees Created. There shall be boards, commissions and committees as defined in this title and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances.

B. Applicability. This section shall apply to all boards, commissions and committees except the firemen's pension board and the police relief and pension board.

C. Officers, Liaisons, Staff Assistance.

1. Officers. The board, commission or committee shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.

2. Council Liaisons. Except as otherwise provided in this title, all boards, commissions and committees shall have a liaison appointed from the council who shall serve consistent with RMC 2.04.125(A).

3. Staff Liaisons. The administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as a staff liaison to that board, commission or committee. To the extent such communication is warranted, the staff liaison is responsible for facilitating communication between the assigned board, commission or committee and city employees, consultants, contractors, customers, applicants, city manager, city council, and members of the public.

4. Liaisons shall not be members of the board, commission or committee to which they are appointed and shall fulfill the role of facilitation and transfer of information between the respective board, committee and commission.

D. Membership.

1. Appointment. All board, commission and committee members shall be appointed by the council. The appointment procedure referenced in RMC 2.04.120 shall be used to recruit and evaluate candidates for appointment.

2. Compensation and Political Affiliation. All board, commission and committee members shall serve without compensation and without regard to political affiliation.

3. Membership Limitations. Excepting the personnel committee, a board, commission or committee member is limited to membership on two boards, commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months. See RMC 2.28.125 for limitations on members of the personnel committee.

E. Residency Qualification. Except as provided herein, all board, commission and committee members shall reside within Richland city limits, both at the time of appointment and for the duration of the member's term. Youth members of the arts commission and the parks and recreation commission must reside within the boundaries of the Richland School District. Members of the lodging tax advisory committee and economic development committee must be corporate citizens of Richland. Three members of the Americans with disabilities citizens review committee may reside outside Richland city limits.

F. Term Limits. Except for the library board and personnel committee, all board, commission and committee members shall serve no more than 12 consecutive years on the same commission or committee. See RCW 27.12.190 for library board terms and RMC 2.28.125 for personnel committee terms. With the exception of the library board of trustees, the council may waive this limitation for any member of any board, commission

or committee by majority vote. All board, commission and committee members shall continue to serve until their successors are appointed by the council.

G. Removal.

1. A board, commission or committee may, by majority vote, recommend to the council that an appointed member be removed upon such grounds as may be deemed appropriate by the board, commission or committee. The council shall take action to approve or deny the recommendation.

2. The council may, on its own motion and by majority vote, remove any appointed member of a board, commission or committee upon such grounds as it may deem appropriate and declare the position vacant.

3. A commission or committee member shall be removed upon absences from three consecutive regular meetings or four regular meetings within a 12-month period. For purposes of this subsection, workshops are excluded from the definition of "regular meeting."

H. Vacancies.

1. Vacancies occurring other than by expiration of a term shall be filled for any unexpired term in the manner used for regular appointments. For purposes of determining the number of terms served by a member, service in excess of one year shall qualify as a full term.

2. If a member's residence status changes during his or her term such that the member no longer complies with the residency qualification, the member must immediately vacate his or her position on the board, commission or committee.

3. Vacancies shall be filled using the appointment procedure referenced in RMC 2.04.120.

I. Training. Each new board, commission and committee member shall take the state-required open government training within 90 days of appointment. Board, commission and committee members are required to repeat this training every four years. This training shall be coordinated and monitored for compliance by the city clerk's office.

J. Expenditures. Any approved expenses incurred by a board, commission or committee shall be paid from the affiliated department's annual budget.

K. Open Meetings – Executive Session. All meetings shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.

L. Parliamentary Procedure. Boards, commissions and committees shall follow Robert's Rules of Order when conducting meetings and making decisions.

M. Quorum – Voting – Tie.

1. Quorum. Except for the lodging tax advisory committee, a majority of any members of a board, commission or committee present at a meeting shall constitute a quorum allowing for the transaction of business. Quorum for the lodging tax advisory committee shall be as provided in RMC 2.15.030(B).
2. In the event of a vacancy or vacancies, the majority of any of the remaining members shall constitute a quorum for the transaction of business; provided, however, that at least three members must be present to constitute a quorum of the planning commission, library board and the Americans with disabilities citizens review committee.
3. A majority vote of the quorum shall be sufficient to accomplish an action; provided, however, that board of adjustment, library board and code enforcement board action requires at least three affirmative votes of those present.
4. Members not present for a hearing held by the board, commission or committee shall not participate in the decision unless the member first reads and reviews the full record made at the hearing.
5. All members present participate in a vote, including youth members and the chair, unless a member has recused himself or herself due to a real or apparent conflict of interest or has been disqualified based on an appearance of fairness concern. In the case of a tie vote, the action fails. Members must be ~~physically~~ present at the meeting to participate in a vote.

N. Records. All boards, commissions, committees and ad hoc committees shall prepare, for each meeting, special meeting or workshop, an agenda and agenda packet for publication on the city's website. Meeting minutes shall be prepared for each meeting and, once approved, shall be published on the city's website. All agendas, agenda packets and meeting minutes shall be prepared pursuant to the procedures adopted by the city. Such records shall be maintained according to the state-mandated retention schedule and the city's established retention policies. All records shall be open to public inspection.

2.04.115 Ad hoc citizens committees.

An ad hoc citizens committee may be constituted upon the motion of the city council.

A. At the time of passing the motion establishing the committee, the following shall be made a part of the motion:

1. A written statement of purpose for the committee.
2. A written description of recommendations which the council expects from the committee.

3. The specific due date of material and recommendation back to the council.
4. An estimated date of completion of the committee assignment.
5. The number of members that shall be on the committee and a statement of qualifications required of committee members.
6. If special circumstances warrant the inclusion of one or more councilmembers as voting members of the committee, the motion shall provide justification for so doing.

B. Other Applicable Rules.

1. The council, through the city manager, will provide oral or written statements to nominated members of the ad hoc committee relating the purpose of the committee, a description and due date of recommendations back to the council and the anticipated date of completion of the committee assignment.
2. Ad hoc committee members shall normally be nominated by members of the city council. Appointment of ad hoc committee members shall be by majority vote of the city council.
3. The ad hoc committee shall appoint a chairperson, vice-chairperson and other officers as they see fit from the membership of the committee. Council may choose to assign a council liaison consistent with the process identified in RMC 2.04.125.
4. Repealed by Ord. 03-20.
5. City staff shall provide assistance to the committee as appropriate.
6. A quorum of the ad hoc committee must be present to conduct business. A quorum shall consist of the lowest number of members of the committee that exceeds one-half the stated number of members of the committee.
7. Unless otherwise directed by city council, formal minutes need not be kept except for formal motions.
8. Written reports issued by the ad hoc committee activities shall be approved by majority vote of the committee and signed or initialed by the ad hoc committee chairperson.

2.04.120 Procedure for filling vacancies on boards, commissions, and committees.
The procedure for filling vacancies on boards, commissions and committees shall be kept on file with the city clerk's office and made available for public inspection upon request and by posting on the city's website.

2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.

Biennially, generally at the first workshop after newly elected councilmembers take office, the council shall choose from among its members those who will serve as council liaisons to the various boards, commissions, committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. The recommendations generated during the workshop will be presented by resolution to the full city council for approval. Each assignment to a board, commission, committee, or outside agency shall be assigned a category which shall be defined as follows:

A. Liaison Assignment to City of Richland Boards, Commissions and Committees. A councilmember shall not be a voting member of the board, commission or committee and shall participate only to a limited degree. The councilmember's purpose is primarily to communicate council policy to the board, commission or committee and to take back to the council recommendations and questions. The councilmember shall also gather information about the boards, commissions or committees and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of boards, commissions or committees to which they are assigned.

B. Liaison Assignment to Non-City Organization – Nonparticipant. Councilmembers shall not be voting members of non-city organizations in these kinds of assignments. The councilmember's purpose is primarily to communicate council policy to the organization and to take back to the council recommendations and questions. The councilmember shall also gather information about the organization and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of organizations to which they are assigned.

C. Assignment to Non-City Organization – Board Member. Councilmembers may be voting members of non-city organizations in these kinds of assignments. However, councilmembers shall not participate as officers of the assignee organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and bring recommendations and questions back to council; the councilmember shall also encourage implementation of city objectives. The councilmember shall also gather information about the organization and communicate that information to the council when appropriate.

D. Assignment to Non-City Organization – Board Member/Officer. Councilmembers may be voting members and participate as officers of non-city organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and bring recommendations and questions back to the council; the councilmember shall also encourage implementation of city objectives. The councilmember shall also gather information about the organization and communicate to the council when appropriate.

E. Assignment to Local, Regional, State, National or International Boards/Commissions and Committees Relating to City or Council Business – Member/Officer. Councilmembers who seek membership, election or reelection for office in local, regional, state, national or international boards/commissions and committees relating to city or council business must, prior to the workshop, submit a request for consideration during the council assignments discussion. Where circumstances require travel outside the local area at city expense, the councilmember shall adhere to RMC 1.01.040.

F. The category of each assignment signals the level of participation required of the councilmember as to each organization or board to which the councilmember is assigned. A roster reflecting the category of each assignment will be kept on file in the city clerk's office.

~~2.04.127 Deputy city manager for community and development services.~~

~~The deputy city manager for community and development services, under the direction of the city manager and subject to the provisions of the Charter and general laws, shall be responsible for the community and development services group, which is set forth in RMC 2.04.160, and other duties as assigned not inconsistent with position of deputy city manager for community and development services.~~

2.04.128 Assistant city manager.

An assistant city manager may be appointed by the city manager and shall have such duties as shall be assigned to him or her by the city manager. The office of assistant city manager may, at the direction of the city manager, be combined with the office of any city official described in the city code.

~~The assistant city manager, under the direction of the city manager, and subject to the provisions of the Charter and general laws, shall be responsible for Hanford communities, public information, administration of the city manager's office, task tracking system management, values implementation, council goals, special projects and/or assignments, state legislative services and other duties as assigned not inconsistent with the position of assistant city manager.~~

2.04.130 City clerk.

The city clerk, subject to the provisions of the Charter, general laws and ordinances, shall be responsible for the publication, filing, indexing and safekeeping of all the records of all the proceedings of the council; record and certify all ordinances and resolutions; serve as custodian of the city seal and official city records; prescribe and furnish sample forms for all petitions provided for by Charter and ordinances; serve as registrar of voters for the city, and keep and maintain all election records and have custody of all property in connection with elections and perform such other duties in relation to registration of voters and elections as required by Charter and general law; publish all legal notices unless otherwise provided by general law or ordinance; and perform other duties as may be required by the Charter, the general laws, ordinances, the city council, or the city manager. The city clerk shall attend all meetings of the council and keep a permanent journal of its proceedings.

2.04.140 City attorney.

The city attorney, subject to the provisions of the Charter and general laws, shall advise and assist in the preparation of, and prepare in final form and review for legal correctness, all ordinances, resolutions and regulations; prepare and review for legal correctness all contracts, bonds, franchises and other instruments to which the city is a party; attend all regular and special council sessions unless excused by the ~~mayer~~ city manager; advise the council, the city manager, all department heads and other administrative officials and all boards, commissions and committees as to the legality of any proposed action; be responsible for all prosecutions for violations of ordinances, unless the manager, with the approval of the council, otherwise provides; represent the city in all legal proceedings in which the city is a party or has an interest, before any court or judicial, administrative or other tribunal, unless the manager, with the approval of the council, otherwise provides; settle or compromise, with the approval of the council, claims or suits at law or in equity to which the city may be a party; and preserve in the office of the city attorney copies of all legal opinions rendered.

~~2.04.150 Administrative services group.~~

~~The administrative services director shall be the lead for the administrative services group. The administrative services group shall be responsible for human resources and the administrative services department. The unit is generally responsible for administration of Chapter 2.28 RMC, Personnel Plan, and RMC Titles 3 (Finance) and 5 (Licensing and Taxation).~~

2.04.155 Administrative services department.

The administrative services department, under the direction of the administrative services director, shall be responsible for internal city services such as purchasing, warehousing, equipment maintenance, fleet management, human resources, licensing and taxation, ~~information systems~~, and all finance functions including financial and utility reporting, budget, and cash and investment management including debt financing.

~~2.04.160 Community and d~~Development services department. ~~group.~~

The ~~deputy city manager for community and~~ development services department, under the direction of the development services director, ~~shall be the lead for the community and development services group. The community and development services group~~ shall be responsible for land use planning, development, permits, building inspections, redevelopment and neighborhood improvement, and library, business and economic development, ~~and the parks and recreation department. The unit is responsible for administration of Chapter 2.12 RMC (Library Board) and RMC Titles 19 (Development Regulation Administration), 21 (Buildings and Construction), 22 (Environment), 23 (zoning), 24 (Plats and Subdivision), 26 (Shoreline Management), and 27 (Signs).~~

2.04.161 Parks & public facilities and recreation department.

The parks & public facilities ~~and recreation~~ department, under the direction of the parks & public facilities ~~and recreation~~ director, shall be responsible for construction and maintenance of certain city facilities, the implementation of recreation and enrichment programs for citizens of all ages, physical park planning, ~~coordination of services to the~~

~~parks and recreation commission,~~ maintenance of park areas and related facilities, library, municipal golf, and such other duties as may be assigned.

~~2.04.165 Utility and public works group.~~

~~There is created a working group which consists of the energy services department and the public works department under the direction of the city manager's designee and which shall report to the city manager, being responsible for the services provided by the energy services department and the public works department.~~

2.04.170 Public works department.

~~There is created a~~ The public works department, under the direction ~~administrative supervision~~ of the public works director, ~~which~~ shall be responsible for ~~civil and utility engineering~~ and, utility operations of water, sewer, stormwater, and solid waste, transportation planning, and road maintenance. ~~The department is responsible for general administration of RMC Titles 8 (Health and Sanitation), 12 (Streets and Sidewalks), 15 (Solid Waste), 16 (Stormwater), 17 (Sewers), and 18 (Water).~~

2.04.180 Energy services department.

The energy services department, under the direction of the energy services director, shall be responsible for the provision of energy services. ~~and the general administration of the RMC Title 14 (Electricity).~~

~~2.04.200 Public safety group.~~

~~There is created a working group which consists of police services department, Benton County emergency services department, and the fire and emergency services department, under the direction of the city manager's designee, and which designee shall coordinate the activities of the public safety group and report directly to the city manager, being responsible for the services provided by the police services department, Benton County emergency services department and the fire and emergency services department as set forth in this chapter.~~

2.04.205 Fire & and emergency services department.

The fire and emergency services department, under the direction ~~supervision~~ of the ~~a fire and emergency services director (fire chief)~~, shall be responsible for emergency medical services, fire prevention, fire operations and fire training. ~~The department is responsible for general administration of RMC Title 20 (fire).~~

2.04.210 Police ~~services~~ department.

The police ~~services~~ department, under the ~~supervision~~ direction of a ~~the chief of police, police services director (police chief)~~ shall be responsible for patrol, investigations, code enforcement and community relations. ~~The department is responsible for general administration of RMC Title 9 (Crime).~~

~~2.04.220 Benton County emergency services department.~~

~~The Benton County emergency services department, under the supervision of the police services director, shall be responsible for directing and administering emergency~~

~~communications and emergency management services within the city and between and among the numerous jurisdictions utilizing the services of the Benton County emergency services department.~~

2.04.260 Severability.

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

2.04.270 Interpretation.

A. Conflicts. In any case where the change of department or position title causes a question or conflict in the responsibility or function to be administered, the city manager shall review the matter and clarify the assignment of responsibility among the departments and officials established by this chapter.

B. Salaries. In cases of reassignment of duties or establishment of positions, the city manager shall review the responsibilities and recommend appropriate salary ranges or adjustments as a part of the annual budget process. Where individuals are assigned temporary acting responsibilities significantly different from their present responsibilities, the city manager, within existing budgetary appropriations, may make interim compensation adjustments as allowed under the personnel rules.

C. Benefits. Notwithstanding the current ~~pay~~ [compensation](#) plan for unaffiliated employees, the city manager, within existing budgetary appropriations, is authorized to approve provision of benefits as provided herein to limited term employees when such employees are hired for the specific purpose of supporting a recognized project-based initiative. Access to medical, dental, vision, deferred compensation, paid time off/sick leave and all other benefits for a limited term employee shall be on the same terms and conditions as they are made available to unaffiliated city employees. The city manager shall determine when a city project qualifies as a recognized "project-based initiative" such that this section applies. Nothing herein shall be construed so as to require the city manager to approve provision of such benefits to any limited term employee. In the event of a conflict between this section and any other section in this title, this section shall prevail.

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

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

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction

of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 1st day of December, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: December 6, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 51-20, Approving the 2020 Comprehensive Plan Amendments

Department:
Development Services

Ordinance/Resolution Number:
51-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 51-20, approving the 2020 Comprehensive Plan Amendments.

Summary:

The City of Richland received two (2) applications for amendments to its Comprehensive Plan Land Use Map and its Official Zoning Map on, or before, March 1, 2020, which was the deadline for application submittals. On August 18, 2020, City Council held a workshop to review the 2020 Comprehensive Plan Amendment Docket, and on September 1, 2020, Richland City Council forwarded the docket via Resolution No. 125-20 to the Planning Commission for processing.

On October 28, 2020, the Richland Planning Commission conducted a public hearing in which public testimony was received regarding the two (2) Comprehensive Plan Land Use Map and Official Zoning Map amendments. After received public input the Planning Commission voted to recommend approval of the 2020 Comprehensive Plan Land Use Map and Official Zoning Map amendments. The two applications for Land Use Map amendments were:

1. Greg Markel (Vantage Way Properties)

Change the Comprehensive Plan Map: Designate approximately 177 acres as Medium Density Residential and approximately 123 acres as Commercial (from Public Facility).

The subject site is approximately 300 acres in size and is located in the very northwest portion of the City along SR-240. The area in question is currently undeveloped and was previously owned by Washington State University. The subject site is an irregular trapezoid in shape with a curved base, whose borders are formed by SR-240 to the south, Horn Rapids Road unimproved right-of-way (north) and Beardsley Road unimproved right-of-way (east) as well as City of Richland owned property to the west. The site has an undulating topography with approximately 58 vertical feet of elevation difference between the property's highest and lowest points. Property beyond Beardsley Road to the southeast contains the City of Richland's Off-Road Vehicle Park.

2. City of Richland (Economic Development Dept.)

Change the Comprehensive Plan Map: Change the comprehensive plan designation on approximately 30 acres from Industrial to Commercial. The site is part of a larger parcel and is located within the Horn Rapids Industrial Park located north of SR-240 and across from the Village Parkway entrance to the Horn Rapids housing community. Currently, with the exception of SR-240 and the Horn Rapids community located south of SR 240 there is no development on or adjacent to the site. The Horn Rapids Sports Complex is located approximately 2,000 feet southeast of the subject property.

In addition to the proposed Comprehensive Plan Land Use Map changes, the Planning Commission also has recommended that the Official Zoning Map(s) be amended to reflect the following:

I. Greg Markel (Vantage Way Properties)

Change the Official Zoning Map to reflect the changes to the Comprehensive Plan Land Use Map by rezoning approximately 177 acres of the site from Agriculture (AG) to Medium Density Residential (R-2) and approximately 123 acres from Agriculture (AG) to Commercial Limited Business (C-LB) and General Business Use District (C-3).

2. City of Richland (Economic Development Dept.)

Change the Official Zoning Map to reflect the changes to the Comprehensive Plan Land Use Map by rezoning approximately 30 acres of the site from Medium Industrial (I-M) to General Business Use District (C-3).

An open record public hearing before the Planning Commission and City Council is required before a final decision is rendered. The Planning Commission's public hearing has already occurred. Barring any testimony compelling a different outcome, staff recommends approval of Ordinance No. 52-20 for first reading, by title only, after conclusion of the required public hearing.

Fiscal Impact:	Approval of the proposed Land Use Map amendments will ultimately result in a change of zoning for each site, which will likely result in an increase in tax revenue for the City.
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Attachments:

- I. Ordinance No. 51-20

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 51-20

AN ORDINANCE of the City of Richland adopting the 2020 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan and adopting the resulting document.

WHEREAS, through City of Richland Ordinance No. 42-17, the City adopted the Comprehensive Plan of the City of Richland (the "Comprehensive Plan") on October 3, 2017; and

WHEREAS, through City of Richland Ordinance No. 38-19, the City updated its Comprehensive Plan on October 1, 2019; and

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

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

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

WHEREAS, the City of Richland accepted applications suggesting comprehensive plan or development regulation amendments between March 2, 2019 and March 1, 2020; and

WHEREAS, two (2) proposed amendments were received as identified in **Exhibit A**; and

WHEREAS, on August 18, 2020, Richland City Council held a workshop to review the proposed 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket; and

WHEREAS, on September 1, 2020, Richland City Council passed Resolution No. 125-20 authorizing the 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket; and

WHEREAS, the Planning Commission held a duly advertised public hearing on October 28, 2020 to accept testimony from anyone wishing to speak for or against the proposed changes; and

WHEREAS, on October 28, 2020, the Richland Planning Commission voted to accept staff's suggested findings, conclusions and recommendations on the proposed amendments as evidenced in the Planning Commission's adopted meeting minutes; and

WHEREAS, on December 1, 2020, Richland City Council held a public hearing to consider the proposed amendments and the recommendation of the Planning Commission. All testimony from anyone wishing to speak for or against the changes was accepted, after which Council deliberated on the proposed changes; and

WHEREAS, the Richland City Council finds it prudent to adopt the updated 2020 Comprehensive Plan of the City of Richland by ordinance.

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

Section 1. The recitals and findings set forth above are hereby incorporated by reference.

Section 2. Richland City Council acknowledges that the Planning Commission conducted appropriate investigation and study and held a public hearing on the proposed amendments to the Comprehensive Plan. Council hereby approves the two (2) proposed amendments to the Comprehensive Plan map. The Council has read and considered the Planning Commission's findings, and hereby makes the following findings for the record:

1. Chapter 19.90 RMC provides that City Council will consider each comprehensive plan amendment and forward those selected to the Planning Commission for processing. Plan amendment applications may be submitted via private application and/or proposed by staff or Council.

2. The deadline for submittal of private party applications for consideration as part of the 2020 Comprehensive Plan Policies, Maps and Code Amendments Docket was March 1, 2020.
3. Two (2) applications were received and deemed complete.
4. City Council conducted a workshop on August 18, 2020 to review the proposed 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket.
5. City Council, after holding a public hearing on September 1, 2020, established the 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket.
6. On September 17, 2020, public notice was sent to property owners within 300 feet of each of the proposed Comprehensive Plan Map and Zoning Map changes.
7. On October 22, 2020, the City of Richland Community Development Department issued a SEPA Threshold Determination of Non-Significance for the proposed 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket. The SEPA Threshold Determination of Non-Significance was issued after utilizing the Optional DNS Method.
8. On September 17, 2020, the City of Richland provided, as required by RCW 36.70A.106, the required sixty (60) day notification to the State of Washington of the City's proposed 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket and intent to adopt.
9. On September 17, 2020, the City of Richland provided notice to affected parcels and neighboring properties within a 300-foot radius of parcels under consideration of a public hearing to be held on October 28, 2020.
10. On September 27, 2020, a Notice of Public Hearing was published in the Tri-City Herald.
11. On September 17, 2020, a Notice of Public Hearing was posted at Richland City Hall and on the City of Richland Website.
12. By September 18, 2020, public hearing notice signs were posted on, or near, the two (2) properties which had submitted applications for consideration.
13. All public notification requirements for the public workshops and public hearings were met.
14. CPA 2020-102 & Z2020-101 consists of an application to change the land use designation and zoning districts on approximately 300 acres from Public Facilities (Agriculture Zoning District) to Medium-Density Residential (R-2) and Commercial (C-LB & C-3).

15. CPA2020-103 & Z2020-102 consists of an application filed by the City of Richland Economic Development Department to change the land use designation on approximately 30 acres from Industrial to Commercial and change the zoning district from Medium Industrial (I-M) to General Business (C-3).
16. Based upon the application materials submitted, and upon presentation by the applicants, the proposed amendments will not adversely impact the City's ability to provide sewer and water, and will not adversely impact adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services.
17. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of these amendments.
18. The proposed amendments are consistent with the goals, policies and objectives of the Comprehensive Plan.
19. The proposed Comprehensive Plan amendments will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features.
20. The subject parcels being re-designated are physically suitable for the allowed land uses in the designation being requested.
21. The proposed amendments are consistent with the Washington State Growth Management Act, the Benton County planning policies, and other applicable local and state policies, agreements, and laws.
22. The proposed amendments will not have a cumulative adverse effect on the planning area.
23. The State of Washington's Growth Management Act (RCW 36.70A) requires that comprehensive plans be effectuated by various development regulations such as subdivision regulations, critical areas and zoning.
24. The proposed area-wide rezoning of the properties in question is dependent upon a change in the land-use designation of the Comprehensive Plan.
25. The Planning Commission has recommended that City Council authorize the associated rezones in order to bring the zoning into compliance with the change of land-use designations authorized by the passage of the two (2) applications.

Section 3. The 2020 amendments to the 2017 Richland Comprehensive Plan as identified in **Exhibit A** and depicted in **Exhibit B** are hereby adopted and incorporated into the Comprehensive Plan of the City of Richland, which is adopted by this Ordinance No. 51-20.

Section 4. Pursuant to RCW 36.70A.106(2), this Ordinance shall be transmitted to the Washington State Department of Commerce within ten (10) days of adoption.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

2020 DOCKET

File Number: CPA2020-102 & Z2020-101

Applicant: Greg Markel – Vantage Way Properties

Greg Markel (Vantage Way Properties) is proposing to amend the Land Use Map for approximately 300 acres from Public Facility (zoned Agriculture) to Commercial (C-LB & C-3) and Medium-Density Residential (R-2). (Parcel Numbers 112074000000000, 113071000002000, 107083000000000 & 118081000001002).

File Number: CPA2020-103 & Z2020-102

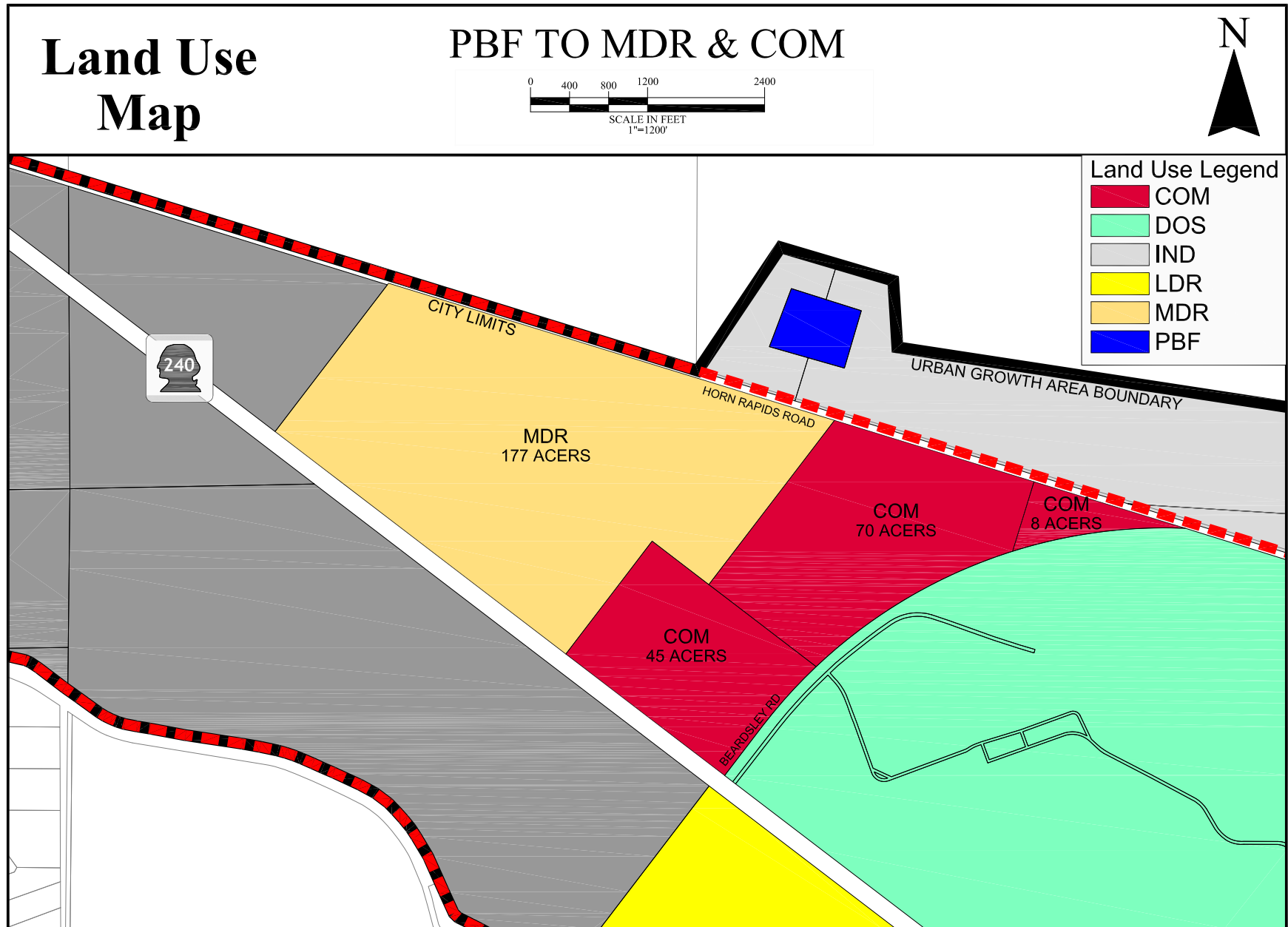
Applicant: City of Richland – Horn Rapids Industrial Park

The City of Richland Economic Development Department is proposing to amend the Land Use Map to change the current land use designation for approximately 30 acres of Horn Rapids Industrial Park property from Industrial to Commercial, and the underlying zoning district from Industrial (I-M) to Commercial (C-3). (Portion of Parcel Number 120081000001004).

2020 Docket Schedule (Tentative).

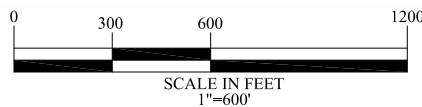
- **March 1, 2020 = Application Deadline**
- **August 18, 2020 = City Council Workshop**
- **September 1, 2020 = City Council Establishes Docket**
- **September 4, 2020 = Initiate Public Hearing and Dept. of Commerce 60-Day Review and SEPA Process**
- **October 14, 2020 = Planning Commission Workshop**
- **October 28, 2020 = Planning Commission Public Hearing.**
- **November 17, 2020 = City Council Adoption Hearing – First Reading.**
- **December 1, 2020 = City Council Adoption Hearing – Second Reading.**

Exhibit B



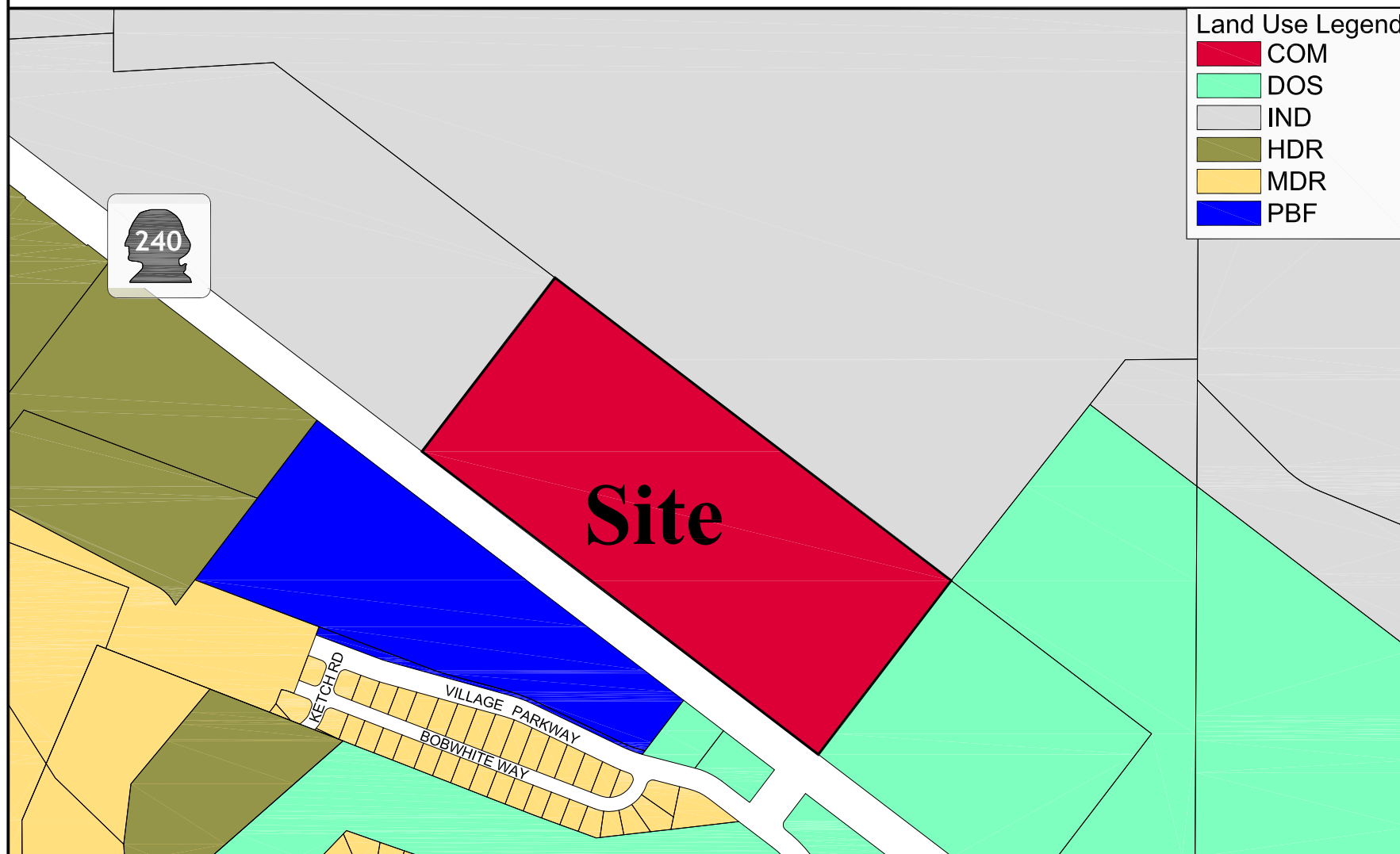
Land Use Map

IND TO COM



Land Use Legend

- COM
- DOS
- IND
- HDR
- MDR
- PBF





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/1/2020

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 52-20, Approving Amendments to RMC Title 23 and the Official Zoning Map of the City of Richland

Department:
Development Services

Ordinance/Resolution Number:
52-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 52-20, approving amendments to RMC Title 23 and the Official Zoning Map of the City of Richland as recommended by the Richland Planning Commission.

Summary:

The City of Richland received two (2) applications for amendments to its Comprehensive Plan Land Use Map and to its Official Zoning Map on, or before, March 1, 2020, which was the deadline for application submittals. On August 18, 2020, City Council conducted a workshop to review the 2020 Comprehensive Plan Amendment Docket, and on September 1, 2020, the docket was forwarded to the Richland Planning Commission for processing via Resolution No. 125-20. On October 28, 2020, the Richland Planning Commission conducted a public hearing in which public testimony was received regarding the two (2) Comprehensive Plan Land Use Map and Official Zoning Map amendments. The Planning Commission voted to recommend approval of the 2020 Comprehensive Plan Land Use Map and Official Zoning Map amendments. The two applications for Land Use Map amendments were:

1. Greg Markel (Vantage Way Properties)

Designate approximately 177 acres as Medium Density Residential and change approximately 123 acres to Commercial from Public Facility. The subject site is approximately 300 acres in size and is located in the very northwest portion of the City along SR-240. The area in question is currently undeveloped and was previously owned by Washington State University. The subject site is an irregular trapezoid shape with a curved base, and the borders are formed by SR-240 on the south, Horn Rapids Road unimproved right-of-way (north) and Beardsley Road unimproved right-of-way (east) as well as City of Richland owned property to the west. The site has undulating topography with approximately 58 vertical feet of elevation difference between the property's highest and lowest points. Property beyond Beardsley Road to the southeast contains the City of Richland's Off-Road Vehicle Park.

2. City of Richland (Economic Development Dept.)

Change the comprehensive plan designation on approximately 30 acres from Industrial to Commercial. The site is part of a larger parcel and is located within the Horn Rapids Industrial Park located north of SR-240 and across from the Village Parkway entrance to the Horn Rapids housing community. Currently, with the exception of SR-240 and the Horn Rapids community located south of SR-240, there is no development on or adjacent to the site. The Horn Rapids Sports Complex is located approximately 2,000 feet southeast of the subject property.

In addition to the proposed Comprehensive Plan Land Use Map changes, the Planning Commission also recommends that the Official Zoning Map(s) be amended to reflect the following:

1. Greg Markel (Vantage Way Properties)

Change the Official Zoning Map to reflect the changes to the Comprehensive Plan Land Use Map by rezoning approximately 177 acres of the site from Agriculture (AG) to Medium Density Residential (R-2) and approximately 123 acres from Agriculture (AG) to Commercial Limited Business (C-LB) and General Business Use District (C-3).

2. City of Richland (Economic Development Dept.)

Change the Official Zoning Map to reflect the changes to the Comprehensive Plan Land Use Map by rezoning approximately 30 acres of the site from Medium Industrial (I-M) to General Business Use District (C-3).

An open record public hearing before the Planning Commission and City Council is required before a final decision is rendered. The Planning Commission's public hearing has already occurred. Barring any testimony compelling a different outcome, staff recommends approval of Ordinance No. 52-20 for first reading, by title only, after conclusion of the required public hearing.

Fiscal Impact:

There is no immediate fiscal impact from approving the proposed Zoning Map amendments.

Attachments:

- I. Ordinance No. 52-20

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 52-20

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City of Richland to change zoning on certain parcels or portions of parcels to conform to the updated Comprehensive Plan of the City of Richland.

WHEREAS, this area-wide rezone includes reclassifying all, or portions of, parcels as indicated in Section 1 herein and depicted in **Exhibit A**; and

WHEREAS, the Richland Development Services Department completed environmental review (SEPA) for the land use changes and issued a Threshold Determination of Non-Significance (DNS) on October 22, 2020, which was not appealed; and

WHEREAS, on August 18, 2020, Richland City Council held a workshop to review the proposed 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendment Docket; and

WHEREAS, on September 1, 2020, Richland City Council passed Resolution No. 125-20 authorizing the 2020 Comprehensive Plan Policies, Maps and Zoning Code Amendments Docket; and

WHEREAS, the Planning Commission held a duly advertised public hearing on October 28, 2020 to accept testimony from anyone wishing to speak for or against the proposed changes; and

WHEREAS, on October 28, 2020, the Richland Planning Commission voted to accept staff's suggested findings, conclusions and recommendations on the proposed amendments as evidenced in the Planning Commission's adopted meeting minutes; and

WHEREAS, on December 1, 2020, Richland City Council held a public hearing to consider the proposed amendments and the recommendation of the Planning Commission. All testimony from anyone wishing to speak for or against the changes was accepted, after which Council deliberated on the proposed changes; and

WHEREAS, Richland City Council reviewed the application materials, staff report, and comments concerning the rezoning; and

WHEREAS, on December 1, 2020, Richland City Council voted to amend the City's Comprehensive Plan and change the land use designations for the associated parcels by approval of Ordinance No. 52-20 for first reading, by title only; and

WHEREAS, also on December 1, 2020, Richland City Council voted to approve the proposed area-wide rezone and accept staff's recommended findings of fact, conclusions of law and recommendations by approval of Ordinance No. 52-20 for first reading, by title only; and

WHEREAS, Richland City Council finds the proposed amendments to be in compliance with the Comprehensive Plan of the City of Richland as amended by Ordinance No. 52-20 and area-wide rezone criteria of the Richland Municipal Code.

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

Section 1. Change in Zones. To implement the 2020 amendments to the Comprehensive Plan of the City of Richland as adopted by Ordinance No. 52-20, the property listed below is rezoned as follows:

- Parcel Nos. 112074000000000, 10783000000000, 113071000002000 & 118081000001002 (300 Acres) is rezoned from AG (Agriculture) to R-2 (Medium Density Residential), C-LB (Limited Business Use District) and C-3 (General Business Use District).
- A portion of Parcel No. 120081000001004 (approximately 30 acres) is rezoned from I-M (Medium Industrial Use District) to C-3 (General Business Use District).

Section 2. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map Nos. 5 and 6, which are two (2) maps in a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit A** and bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Zoning Map, duly certified by the City Clerk as a true copy.

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

Section 5. 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 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

EXHIBIT A

