



Agenda
City Council Regular Meeting
Tuesday, December 1, 2015
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 6:00 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (60 minutes)
 - Cindy Reents, City Manager
2. Executive Session to Discuss Per RCW 42.30.110 (1) (b) Lease or Purchase of Real Estate (15 minutes)
 - Bob Hammond, Energy Services Director
3. Benton County Rural County Capital Fund (5 minutes)
 - Jon Amundson, Assistant City Manager
4. Discuss Meeting Agenda Items (10 minutes)
 - City Council Members

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

5. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes)

6. Proposed Right-of-Way Vacation on a Portion of Wellhouse Loop - Ordinance No. 73-15
 - Pete Rogalsky, Public Works Director

Public Comments: (Please Limit Public Comments to 2 Minutes)

Consent Calendar: (Approved by single vote or Council may pull items and transfer to Items of Business)

Minutes:

7. Approve the Minutes of the Council Meeting Held November 17, 2015
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading/Passage:

8. Ordinance No. 70-15, Amending RMC 23.42.051 Relating to Vendors in City Parks
 - Kerwin Jensen, Community Development Director
9. Ordinance No. 71-15, Amending the Zoning on a 35-Acre Parcel in the Horn Rapids Residential Community
 - Kerwin Jensen, Community Development Director
10. Ordinance No. 75-15, Adopting 2015 Amendments to the Comprehensive Plan and Amending RMC Title 23: Zoning
 - Rick Simon, Development Services Manager
11. Ordinance No. 76-15, Approving Amendments to the 2015 Budget
 - Cathleen Koch, Administrative Services Director
12. Ordinance No. 77-15, Approving the 2019 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

13. Resolution No. 187-15, Authorizing Execution of Agreement with Efficiency Solutions, LLC for Commercial Energy Efficiency Program Inspections
 - Bob Hammond, Energy Services Director
14. Resolution No. 188-15, Authorizing Execution of Contract No. 13-012 Modification No. 4 with Energy Incentives, Inc. for Residential Energy Efficiency Program Inspections
 - Bob Hammond, Energy Services Director
15. Resolution No. 189-15, Authorizing Execution of Contract No. 30-15 Modification No. 1 with ELR Consulting, Inc. for 2016 SCADA Integration Support
 - Bob Hammond, Energy Services Director
16. Resolution No. 210-15, Amending the CDBG Agreement Between the City of Richland and Kennewick Housing Authority and to the Grant Agreement Between the City of Richland and Benton and Franklin Counties Department of Human Services
 - Kerwin Jensen, Community Development Director
17. Resolution No. 211-15, Authorizing Extension of an Existing Management Agreement with CourseCo for Operation of the Columbia Point Golf Course
 - Joe Schiessl, Parks and Public Facilities Director
18. Resolution No. 214-15, Approving Latecomer Agreement with Anderson Heights Development, LLC for Gala Way
 - Pete Rogalsky, Public Works Director
19. Resolution No. 217-15, Application for the Washington Association of Sheriffs and Police Chiefs Traffic Safety Grant
 - Chris Skinner, Police Services Director

Expenditures - Approval:

20. Expenditures from November 9, 2015 - November 18, 2015 for \$4,288,415.17 including Check Nos. 228858-229166, Wire Nos. 6032-6038, Payroll Check Nos. 100206-100223, and Payroll Wire/ACH Nos. 9218-9235
- Cathleen Koch, Administrative Services Director

Items of Business:

21. Resolution No. 216-15, Funding Recommendations for Hotel-Motel 2016 Awards - Fall Cycle
- Jon Amundson, Assistant City Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CI.RICHLAND.WA.US/CITYVIEW

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session to Discuss Per RCW 42.30.110 (1) (b) Lease or Purchase of Real Estate (15 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Executive Session Item

Recommended Motion:

Summary:

None.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Benton County Rural County Capital Fund (5 minutes)

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (10 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Presentations

Key Element:

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Newly hired employees and employee retirements that occurred within the last month will be presented to Council this evening.

Any new employees able to attend this evening will be introduced to Council.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Public Hearing

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Proposed Right-of-Way Vacation on a Portion of Wellhouse Loop - Ordinance No. 73-15

Department:
Public Works

Ordinance/Resolution Number:
73-15

Document Type:
Presentation

Recommended Motion:

Summary:

This is a public hearing to take comments regarding a proposed vacation of a portion of Wellhouse Loop.

Goodwill Industries, the abutting property owner, petitioned the City requesting the vacation of this portion of Wellhouse Loop.

Council adopted Resolution No. 201-15 at the November 3, 2015 Regular Council meeting setting the public hearing date for December 1, 2015.

Notices were posted on site and at City Hall, Richland Public Library, and the Community Center on November 9, 2015 meeting the 20 day minimum requirement in accordance with RCW 35.79.

Fiscal Impact:

Goodwill Industries will pay all costs associated with relocating existing utilities into a newly established Utility easement.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meeting Held November 17, 2015

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on November 17, 2015

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. Draft Council Meeting Minutes



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 6 - Community Amenities

Subject:

Ordinance No. 70-15, Amending RMC 23.42.051 Relating to Vendors in City Parks

Department:

Community & Development Services

Ordinance/Resolution Number:

70-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 70-15 relating to vendors in Richland city parks.

Summary:

Current zoning regulations provide for concessionaires within City parks and other public places subject to a specific set of criteria. Earlier this year, Parks staff and the Parks and Recreation Commission reviewed the existing code language and have recommended several minor adjustments to the code. Among these are provisions that would allow for the operation of a vending stand in a single location to be increased from 180 days to an entire year; to allow vending stands to be increased in size from a maximum of 150 square feet to 200 square feet; and to allow self-propelled vending stands.

The intent of the amendments is to increase the opportunities for food vendors in City parks that would potentially add to the residents' enjoyment of City parks, helping to create a more vibrant atmosphere and in so doing, helping to implement the City's waterfront redevelopment plans.

The Planning Commission held a public hearing to consider the proposed amendments on September 23 and have recommended adoption of the amendments. Proposed Ordinance No. 70-15 would implement these changes and is attached for Council's consideration. Staff has corrected minor errors that were found on first reading of the ordinance given at the November 17, 2015 Council meeting.

Fiscal Impact:

Passage of the proposed ordinance is not anticipated to have significant fiscal impacts to the City.

Attachments:

1. Ordinance No. 70-15
2. Planning Commission Meeting Minutes
3. Staff Report to the Planning Commission

ORDINANCE NO. 70-15

AN ORDINANCE of the City of Richland amending Richland Municipal Code Title 23: Zoning Regulations, amending concessionaire operating standards for food vendors operating in city parks and other public places.

WHEREAS, the Richland Parks and Recreation Commission, in reviewing the City's existing standards for concessionaires operating within City parks, determined that amendments to the City's Municipal Code are desirable and beneficial and have recommended amendments to those standards; and

WHEREAS, the Planning Commission also gave consideration to the recommended Code amendments at a public hearing on held on September 23, 2015, and have also recommended these amendments.

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

Section 1. RMC Title 23, Section 23.42.051, entitled Concessionaire operating standards, shall be amended to read as follows:

Section 23.42.051 Concessionaire Operating Standards

It is the intent of this section to encourage concessionaires in city parks and other public places that provide amenities to the public and that encourage and support the public use of parks and other public places.

Concessionaries, when permitted in the PPF – parks and public facilities district, shall comply with the following requirements:

- A. All concessionaires shall have a permit, written agreement, or contract with the entity that owns the underlying land upon which the concessionaire operates.
- B. Concessionaires shall comply with all applicable local and state regulations, including those relating to public health and safety.
- C. Concessionaires shall operate within enclosed buildings, from portable vending stands or from motorized vehicles and shall comply with all standards contained within this section.
- D. All concessionaires operating from portable vending stands shall use stands that comply with the following requirements:

~~1. Stands shall not be self-propelled.~~

~~2.~~1. Stands shall be placed and used to serve only walk-up customers.

~~3.~~2. Stands shall not be stored on site when not in use and must be removed from the site at the end of each business day, except when a stand has been permitted to operate for a specific festival or event for a time period not to exceed one week.

~~4.~~3. Stands that are placed on a concrete pad or similar hardscaped surface may be permitted to remain on site during nonbusiness hours.

~~5.~~4. Stands shall be limited in size to a maximum of ~~150~~ 200 square feet in area.

~~6. Stands shall not operate from the same location for more than 180 days within a one-year period.~~

E. All concessionaires operating from ~~motorized vehicles~~ portable vending stands shall comply with the following requirements:

1. ~~Motorized vehicles~~ Portable vending stands shall operate within designated parking areas only; except that beverage carts operating within a golf course property are not restricted to parking areas.

2. No ~~motorized vehicles~~ portable vending stand shall engage in concession activities within public rights-of-way.

3. No ~~motorized vehicle~~ portable vending stand shall engage in concession activities from a fixed location for more than a 20-minute duration; unless operating from a concrete pad or similar hardscaped surface and such operation has been specifically authorized by the property owner.

F. Concessionaires shall maintain the area around their concession location free from litter and shall provide a suitable container for litter collection.

G. Concessionaires must ensure the free passage of pedestrians or vehicles and shall not create congestion on public streets or pathways.

H. Concessionaires may be permitted in the NOS – natural open space zone only at trail head facilities in accordance with the standards contained in this section.

Section 2. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 6, 2015



MINUTES
PLANNING COMMISSION MEETING
City Hall – 550 Swift Boulevard – Council Chamber
WEDNESDAY, September 23, 2015
7:00 PM

Call to Order:

Chair Madsen called the meeting to order at 7:00 PM.

Attendance:

Present: Commissioners Berkowitz (arrived at 7:21 PM), Boring, Clark, Palmer and Wise and Chairman Madsen. Also present were Community Development Services Manager Rick Simon, Community Development Director Kerwin Jensen, and Recorder Pam Bykonen.

Approval of Agenda:

Chairman Madsen presented the September 23, 2015 meeting agenda for approval.

The September 23, 2015 meeting agenda was approved as presented.

Approval of Minutes

Chairman Madsen presented the meeting minutes of the August 26, 2015 meeting for approval. Commissioner Wise noted a scrivener's error on Page 3.

A motion was made by Commissioner Clark and seconded by Commissioner Boring to approve the meeting minutes of the August 26, 2015 meeting as amended.

Motion carried 5-0.

Public Comment

None.

Public Hearing

Ms. Bykonen read the Public Hearing explanation for those wishing to participate in the Public Hearing.

New Business

1. CITY OF RICHLAND – Shoreline Substantial Development Permit (SM2015-100)

Mr. Simon presented the staff report for the item before the commission. The City of Richland's Park & Public Facilities Department wishes to construct a 120-foot long, two-

foot high wall and remove material on the water side of the wall to create a beach area in Howard Amon Park between Lee Landing and the Hampton Inn.

Public Hearing

Chairman Madsen opened the Public Hearing at 7:09.

Phil Pinard, Richland Parks & Public Facilities: Mr. Pinard explained the project in greater detail. He reported that staff has consulted with the Army Corps of Engineers on the design and assured commissioners that the goal was not to make a swimming area but a beach area. Turf material will be removed and a short wall constructed to create a beach.

Discussion:

Commission members discussed the overall design and vision of the project, as well as the original length of the wall versus the modified dimensions. The reduction in length of the wall was city staff's decision and not the Army Corps of Engineers. A buoy will be installed 10-15 feet offshore and the area roped off to prevent boats from coming onto the beach.

Commissioner Boring moved and Commissioner Clark seconded that the Planning Commission concur with the findings and conclusions set forth in Staff Report SM2015-100 and approve a Shoreline Substantial Development Permit authorizing the construction of a wall or a series of walls measuring up to 500 feet in length and 2 feet in height, subject to the three conditions that were attached to the recommendation in the Staff Report:

Motion carried 5-0.

With approval of the item, the public hearing was closed.

2. CITY OF RICHLAND (Z2015-111) – Amending RMC 23.42.051 Related to Food Vendors in City Parks.

Mr. Simon reviewed the staff report to amend RMC 23.42.051 relating to food vendors in City parks that would affect vendor parking space requirements, operating terms and types of allowed vehicles. The proposed amendments were reviewed by the Parks & Recreation Commission which recommended adoption of the proposed code amendments.

Public Hearing

Chairman Madsen opened the Public Hearing at 7:24.

Phil Pinard – Mr. Pinard gave a brief history of food vendors in city parks. He noted that current limitations often prevent the more popular food trucks from participating in the park vendor program. The John Dam Plaza Master Plan includes concrete pads specifically meant for food trucks.

Discussion:

The Commission asked Mr. Pinard general clarifying questions about food vendor policy, the current code and the proposed amendments to the code.

Commissioner Boring moved and Commissioner Clark seconded for the Planning Commission concur with the Findings and Conclusion set forth in Staff Report Z2015-111, and recommend to the City Council adoption of the following proposed zoning code amendments to section 23.42.051 of the Richland Municipal Code: 23.42.051(D)(1-6) and 23.42.051(E)(1-3).

Motion carried 6- 0.

With approval of the item, the public hearing was closed.

Communications:

Mr. Simon

- Boards, Commissions & Committee training on September 29.
- Reminded members of the October 14 workshop and October 28 meeting.

Mr. Jensen

- Reported that the City has hired Roger Brooks, a consultant for the waterfront master plan. He looks forward to working with the community on this project.

ADJOURNMENT:

The September 23, 2015 Richland Planning Commission Regular Meeting was adjourned at 7:37 PM.

PREPARED BY: Pam Bykonen, Recorder, Planning and Development Services

REVIEWED BY: _____
Rick Simon, Secretary
Richland Planning Commission

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2015-111

PREPARED BY: RICK SIMON
MEETING DATE: SEPTEMBER 23, 2015

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND PARKS & FACILITIES DEPT.

REQUEST: TEXT AMENDMENTS TO SECTION 23.42.051 CONCESSIONAIRE
OPERATING STANDARDS

LOCATION: PARKS & PUBLIC FACILITIES ZONE

REASON FOR REQUEST:

The Richland Parks and Facilities Department is bringing forward a request to amend the regulations pertaining to the operation of concessionaires in City parks.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed amendments to the Innovation Center's proposed zoning text amendments and submits that:

1. In 2008, the City adopted Section 23.42.051 of the RMC which established standards for the operation of concessionaires in the Parks and Public Facilities zoning district;
2. The purpose of the concessionaire regulations is to provide recreational and food services to park users, thereby stimulating park activity;
3. The proposed amendments to the concessionaire operating standards would relax some of the existing rules by allowing concessionaires to operate from a fixed location for longer periods of time and would allow for larger vending stands;
4. The Parks and Recreation Commission has reviewed the proposed amendments and have recommended their approval;
5. Based upon the above findings and conclusions, the adoption of the proposed amendments to Section 23.42.051 of the Richland Municipal Code concerning

operating standards for concessionaires as proposed is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2015-111) and recommend to the City Council adoption of the following proposed zoning code amendments to Section 23.42.051 of the Richland Municipal Code:

- D. All concessionaires operating from portable vending stands shall use stands that comply with the following requirements:
 - 1. ~~Stands shall not be self-propelled.~~
 - 2. Stands shall be placed and used to serve only walk-up customers.
 - 3. Stands shall not be stored on site when not in use and must be removed from the site at the end of each business day, except when a stand has been permitted to operate for a specific festival or event for a time period not to exceed one week.
 - 4. Stands that are placed on a concrete pad or similar hardscaped surface may be permitted to remain on site during nonbusiness hours.
 - 5. Stands shall be limited in size to a maximum of ~~150~~ 200 square feet in area.
 - 6. ~~Stands shall not operate from the same location for more than 180 days within a one-year period.~~
- E. All concessionaires operating from motorized vehicles shall comply with the following requirements:
 - 1. Motorized vehicles shall operate within designated parking areas only; except that beverage carts operating within a golf course property are not restricted to parking areas.
 - 2. No motorized vehicles shall engage in concession activities within public rights-of-way.
 - 3. No motorized vehicle shall engage in concession activities from a fixed location for more than a 20-minute duration; unless operating from a concrete pad or similar hardscaped surface and such operation has been specifically authorized by the property owner.

ATTACHMENTS

- A. Supplemental Information

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code allows for concessionaires to operate within public parks and other locations within the City's Parks and Public Facilities zone subject to the following standards (RMC 23.42.051):

It is the intent of this section to encourage concessionaires in city parks and other public places that provide amenities to the public and that encourage and support the public use of parks and other public places.

Concessionaries, when permitted in the PPF – parks and public facilities district, shall comply with the following requirements:

- A. All concessionaires shall have a permit, written agreement, or contract with the entity that owns the underlying land upon which the concessionaire operates.
- B. Concessionaires shall comply with all applicable local and state regulations, including those relating to public health and safety.
- C. Concessionaires shall operate within enclosed buildings, from portable vending stands or from motorized vehicles and shall comply with all standards contained within this section.
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 - 3. Stands shall not be stored on site when not in use and must be removed from the site at the end of each business day, except when a stand has been permitted to operate for a specific festival or event for a time period not to exceed one week.
 - 4. Stands that are placed on a concrete pad or similar hardscaped surface may be permitted to remain on site during nonbusiness hours.
 - 5. Stands shall be limited in size to a maximum of 150 square feet in area.
 - 6. Stands shall not operate from the same location for more than 180 days within a one-year period.
- E. All concessionaires operating from motorized vehicles shall comply with the following requirements:
 - 1. Motorized vehicles shall operate within designated parking areas only; except that beverage carts operating within a golf course property are not restricted to parking areas.
 - 2. No motorized vehicles shall engage in concession activities within public rights-of-way.

3. No motorized vehicle shall engage in concession activities from a fixed location for more than a 20-minute duration.
- F. Concessionaires shall maintain the area around their concession location free from litter and shall provide a suitable container for litter collection.
- G. Concessionaires must ensure the free passage of pedestrians or vehicles and shall not create congestion on public streets or pathways.
- H. Concessionaires may be permitted in the NOS – natural open space zone only at trail head facilities in accordance with the standards contained in this section.

The code defines concessionaire (per RMC 23.06.217) as follows:

“Concessionaire,” for the purposes of this title, means and includes any person, firm, or corporation involved in any activity involving the sale of any goods or services, whether conducted for profit or not, on any property located within the PPF – parks and public facilities district. Any concession activity shall be clearly incidental to and supportive of an established primary permitted use in the underlying zoning district.

The code also defines portable food vendor (per RMC 23.06.780) as follows:

“Portable food vendor” means the vending of food and/or beverages from a movable cart-type stand which is located on the same lot as, and in conjunction with, a permitted use. Portable food vending stands cannot be self-propelled, must serve only walk-up customers, and may not be stored outdoors when the portable food vendor is not open for business. [

The difference between the two terms is that concessionaires operate on publically owned property in the Parks and Public Facilities district, while portable food vendors operated on private property in commercially zoned areas.

PROPOSED AMENDMENTS

The applicants have proposed the following amendments to the municipal code:

- Removing the requirement in 23.42.051(D)(1) that prohibits self-propelled vending stands;
- Allowing for portable vending stands to be increased in size to 200 square feet. (The current size limit as set forth in RMC 23.42.0151(D)(5) is 150 square feet;
- Eliminate the requirement in RMC 23.42.051(D)(6) that limits the operation of a vending stand to a maximum time period of 180 days and instead allow portable vending stands to operate on a year to year contract at the same location.

BACKGROUND

The existing concessionaire standards were adopted by the City in 2008 in response to increased visibility of concessionaires in John Dam Plaza and a recognition that the City

did not have any specific standards governing the operation of concessionaires. The intent of the regulations is to provide recreational and food services to park users, thereby stimulating park activity.

The Parks and Recreation Commission reviewed the proposed code amendments at their meeting on August 13th and unanimously recommended their adoption. Park staff has noted that food concessionaires have mainly operated in John Dam Plaza, Howard Amon Park and Badger Mountain Park. Watercraft rentals and bicycle rentals have been provided in Howard Amon Park and Columbia Marina Park.

SUMMARY

The proposed amendments, with staff's suggested modifications, to the City's concessionaire operating standards are reasonable amendments that would preserve the overall intent of the standards to stimulate park activity, while still providing reasonable limitations on the operation of concessionaires.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 71-15, Amending the Zoning on a 35-Acre Parcel in the Horn Rapids Residential Community

Department:

Community & Development Services

Ordinance/Resolution Number:

71-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 71-15, Amending the Zoning on a 35-acre Parcel in the Horn Rapids Residential Community.

Summary:

Northstone LLC, has requested a zoning change on 35 acres in the Horn Rapids residential community. The site is located along the western boundary of the existing neighborhood, lying between the 3rd and 12th fairways of the golf course. The site was previously approved for development as a single family residential subdivision known as Greyhawk. Northstone intends to develop the property under the provisions of the preliminary plat approval but is requesting the change in zoning to take advantage of the more flexible setback and lot coverage standards contained in the R2-S zone.

The Hearing Examiner conducted a hearing to consider this application on September 24th and has recommended approval of the request subject to a property use and development agreement that would prohibit the construction of duplexes within the proposed development area. As duplexes are a permitted use in the R2-S zone, this agreement is needed to ensure that the future Greyhawk subdivision would remain a single family residential community. Staff has prepared an ordinance together with a property use and development agreement for Council's consideration.

First reading of this ordinance was given at the November 17, 2015 Council meeting.

Fiscal Impact:

The proposed zone change would not have a significant fiscal impact to the City.

Attachments:

1. Ordinance No. 71-15 North Stone Zone Change
2. Vicinity Map
3. Hearing Examiner Recommendation
4. Staff Report to Hearing Examiner

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard
Richland, WA 99352

ORDINANCE NO. 71-15

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts by amending Title 23: Zoning Regulations, of the Richland Municipal Code and the Official Zoning Map of the City by amending Sectional Map No. 55A so as to change the zoning on 35 acres from Medium Density Residential (R2) and Multi-Family Residential (R-3) to Medium Density Residential Small Lot (R2-S), contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement. Said property is located west of Maidstone Street, north of the 12th fairway and south of the 3rd fairway of the Horn Rapids Golf Course (North Stone Richland, LLC).

WHEREAS, on September 24, 2015, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, following the September 24, 2015 public hearing, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone on November 6, 2015; and

WHEREAS, the Richland City Council has considered the record created at the September 24, 2015 public hearing and has considered the written recommendations of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Medium Density Residential Small Lot (R2-S) when consideration is given to the interest of the general public.

Section 2. Contingent upon the recording, as in Section 4 hereof, and within 90 days of the passage of this ordinance, of a properly executed, delivered and accepted "Property Use and Development Agreement" substantially in the form attached hereto as Exhibit A by the petitioner for rezone of the property, restricting the use and development of such property that is more particularly described as follows:

That portion of the South half of Section 20 and a portion of the North half of Section 29, Township 10 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington described as follows:

Beginning at a 3" brass cap marking the Northeast corner of the Northeast quarter of said Section 29;

Thence South $86^{\circ}44'38''$ West along the North line of the Northeast quarter of Section 29 for a distance of 1504.67 feet to the most Westerly northeast corner of Parcel B, North Stone Richland, LLC parcel as described under Benton County Auditors file number 2008-036200, Records of Benton County, Washington, said point also being the **TRUE POINT OF BEGINNING** of the parcel to be described:

Thence leaving the North line of the Northeast quarter of said Section 29, North $89^{\circ}33'31''$ West, 626.63 feet;

Thence South $76^{\circ}07'32''$ West, 237.83 feet to the most Westerly Northwest corner of said Parcel B;

Thence leaving the boundary of said Parcel B and continuing South $76^{\circ}07'32''$ West, 114.19 feet;

Thence South $87^{\circ}59'08''$ West, 592.48 feet;

Thence North $78^{\circ}30'24''$ West, 477.33 feet;

Thence South $72^{\circ}11'54''$ West, 136.50 feet to the Easterly line of that certain 100.00- foot wide canal easement as described under Benton County Auditors file number 87-4710, Records of Benton County, Washington;

Thence along the Easterly line of said 100.00-foot wide canal easement the following courses:

Thence South $17^{\circ}48'06''$ East, 39.93 feet;

Thence South $16^{\circ}50'19''$ East, 52.58 feet;

Thence South $18^{\circ}53'38''$ East 53.84 feet;

Thence South $18^{\circ}11'20''$ East, 54.75 feet;

Thence South $18^{\circ}17'43''$ East, 56.07 feet;

Thence South 15°22'47" East, 57.93 feet;
 Thence South 13°17'15" East, 57.95 feet;
 Thence South 03°26'56" East, 59.69 feet;
 Thence South 01°05'20" West, 62.80 feet;
 Thence South 07°38'49" West, 56.58 feet;
 Thence South 08°22'19" West, 67.21 feet;
 Thence South 14°06'37" West, 55.03 feet;
 Thence South 13°06'15" West, 51.38 feet;
 Thence South 14°43'37" West, 54.17 feet;
 Thence South 15°58'33" West, 53.36 feet;
 Thence South 15°59'46" West, 56.84 feet;
 Thence South 18°29'49" West, 56.52 feet;
 Thence South 19°42'21" West, 50.83 feet;
 Thence South 22°06'48" West, 59.21 feet;
 Thence South 24°47'36" West, 57.37 feet;
 Thence South 27°20'53" West, 56.37 feet;
 Thence South 32°27'28" West, 56.52 feet;
 Thence South 34°43'55" West, 54.16 feet;
 Thence South 40°44'09" West, 53.78 feet;
 Thence South 44°38'37" West, 47.07 feet;
 Thence South 45°45'17" West, 55.08 feet;
 Thence South 42°34'58" West, 48.62 feet;
 Thence South 37°49'02" West 59.06 feet;
 Thence leaving the Easterly line of said 100.000-foot wide canal easement, South 83°18'03" East, 149.61 feet;
 Thence North 21°09'54" East, 150.46 feet;
 Thence North 69°08'53" East, 145.17 feet;
 Thence North 57°25'12" East, 413.92 feet;
 Thence North 62°10'13" East, 407.76 feet;
 Thence North 65°32'56" East, 251.91 feet;
 Thence North 78°14'19" East, 136.99 feet;
 Thence South 84°34'08" East, 702.43 feet;
 Thence Southeasterly, along the arc of a 641.00 foot radius, a non-tangent curve to the left (the radius of which bears north 28°36'49" East) through a central angle of 03°02'38" for an arc distance of 34.05 feet;
 Thence North 64°02'25" East, 111.55 feet to the Northerly right of way line of River Park Drive, said point being 42.00 feet Northerly of the centerline thereof, when measured at right angles or radial, said point also being on the South line of Lot 17, Maidstone at Horn Rapids according to the Plat thereof, recorded in Volume 15 of Plats, page 36, Records of Benton County, Washington;
 Thence along the Northerly right of way line of said River Park Drive and said Lot 17, Northwesterly, along the arc of a 558.00 foot radius, non-tangent curve to the right (the radius of which bears North 18°25'31" East) through a central angle of 02°04'24" for an arc distance of 20.19 feet;
 Thence leaving the Northerly right of way line of said River Park Drive, and continuing to following the Plat boundary of said Maidstone at Horn Rapids the following courses:

Thence North 15°36'34" East 84.57 feet;
Thence North 26°17'38" East, 80.93 feet;
Thence North 40°08'37" East, 80.74 feet;
Thence North 46°09'03" East, 595.22 feet;
Thence leaving the Plat boundary of said Maidstone at Horn Rapids, North 53°45'39" West, 222.36 feet;
Thence North 89°33'31" West, 92.93 feet to the **TRUE POINT OF BEGINNING** and the end of this legal description.

Containing 35 acres, more or less.

Such land is rezoned from Medium Density Residential (R2) and Multi-Family Residential (R-3) to Medium Density Residential Small Lot (R2-S).

Section 3. 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 No. 55A which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 55A 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 4. Upon receipt of a properly executed "Property Use and Development Agreement," as contemplated in Section 2 hereof, the City Manager is authorized to accept the same for and on behalf of the City, and upon such acceptance is authorized and directed to indicate such acceptance thereon, and, to cause said agreement to be recorded in the records of the Benton County Auditor, and to file said recorded agreement with the City Clerk.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Sectional Map No. 55A, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 6, 2015

Exhibit A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2015,
by and between the CITY OF RICHLAND and North Stone Richland, LLC (Petitioner).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by the North Stone Richland, LLC, (hereinafter "Petitioner") for a change of zone covering a 35-acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. 71-15.

WHEREAS, the petitioner has indicated that the sole reason for the requested change in zoning is to take advantage of the less restrictive setback and lot coverage standards found in the R2-S Single Family Residential Small Lot zone.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from R2 – Medium Density Residential and R3 – Multifamily Residential to R2-S - Single Family Residential Small Lot. Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be consistent with the proposed preliminary plat of Greyhawk, a division of 109 single family lots.
2. Residential development shall conform to the standards contained in the R2-S – Single Family Residential Small Lot zoning district as they exist now or are hereinafter amended; except that; only detached single family dwellings shall be permitted. No one-family attached dwellings or two-family detached dwellings shall be permitted within the Greyhawk subdivision.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate

contract executed by Petitioners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

Cynthia D. Reents, ICMA-CM
City Manager

North Stone Richland, LLC
Petitioner

APPROVED AS TO FORM:

Heather Kintzley
City Attorney





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

Regarding the Application to Rezone a)
35 acre site located in the Horn Rapids)
Golf Course Community from R-2)
(Medium Density Residential) to R-2S)
(Medium Density Small Lot), submitted)
by the property owner)

File No. Z2015-110

North Stone Richland LLC,)
Applicant,)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

*(The 35 acre site is most of the 39 acre site addressed in City
of Richland Preliminary Plat File No. S2006-109, originally
known as the Preliminary Plat of Highlands at Horn Rapids,
now called Greyhawk, all within an undeveloped portion in
the south-central area of the Horn Rapids Master Planned
Golf Community).*

I. SUMMARY OF RECOMMENDATION.

With formal approval of a Property Use and Development Agreement that would limit all development within the existing Greyhawk subdivision to single family dwellings, and only modify setback and lot-coverage standards to allow for the less-restrictive R-2S standards instead of the R-2 standards that would be applicable under the preliminary plat approval for the site, the applicants can meet their burden of proof to demonstrate that their rezone application merits approval.

II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a

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1 written recommendation for consideration and final action by the Richland City Council.
2 See Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a
3 Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue
4 recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of
5 approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing
6 examiner system).

7 The applicant bears the burden of proof to show that its application conforms to the
8 relevant elements of the city’s development regulations and comprehensive plan, and that
9 any significant adverse environmental impacts have been adequately addressed. RMC
10 19.60.060. And, because a site-specific rezone application is a Type III matter, the City’s
11 code mandates that a concurrency review must be undertaken to determine the
12 transportation impacts (if any) that could be created by the proposed action. RMC
13 19.50.010(C). The site of this rezone has already been analyzed for traffic impacts and
14 transportation system needs, which were included as part of the preliminary plat approval
15 issued for the Highlands/Greyhawk subdivision in 2007. (*See Exhibit H-2*).

16 Finally, Washington Courts apply three basic rules when reviewing appeals of
17 rezoning applications: (1) there is no presumption favoring the rezoning request; (2) the
18 proponent of a rezoning must demonstrate that there has been a change of circumstances since
19 the original zoning, PROVIDED if a proposed rezoning implements the policies of a
20 comprehensive plan, a showing of changed circumstances is usually not required¹; and (3)
21 the rezoning must have a substantial relationship to the public health, safety, morals, or
22 general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount
23 Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462
24 (1978).

25 //

26 //

//

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

27 **FINDINGS OF FACT, CONCLUSIONS AND**
28 **RECOMMENDATION RE: NORTH STONE**
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1 **III. QUESTIONS PRESENTED.**

2 A. Whether the requested rezone implements policies of the City's
3 Comprehensive Plan, and/or whether there has been a change of circumstances since the
4 original zoning was adopted for the site?

5 Short Answer: Yes.

6 B. Whether the rezone bears a substantial relationship to the public health,
7 safety, morals, or general welfare?

8 Short Answer: Yes, if limited by an appropriate Property Use and Development
9 Agreement.

10 **IV. RECORD AND EXHIBITS.**

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

14 **Hearing Testimony:** The following individuals presented testimony under oath at
15 the duly noticed public hearing for the underlying application, held on September 24, 2015:

- 16 1. Rick Simon, Development Service Manager for the City of Richland, made a
17 brief presentation regarding the application, the site, and his
18 recommendation, as explained in the Staff Report. Mr. Simon noted that this
19 was the first time he could recall a rezone application for a site that has
20 received preliminary plat approval but has not yet moved to final plat
21 approval;
- 22 2. Stew Stone, member of North Stone Richland LLC, the property
23 owner/applicant, spoke on his own behalf, and explained the reasons he was
24 requesting a rezone. As specified in the "Justification" section of his written
25 application materials, marked as Exhibit 1, and in another document that Mr.
26 Stone distributed to residents in the Horn Rapids Community, entered into
the record by Mr. Stone at the public hearing and marked as Exhibit H-1, the
"Reason for Zone change is to provide more flexibility for House Plans to

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conform within City of Richland setback and lot coverage standards.”;

3. Duane Renberger – local resident, inquired about any use agreement or deed restrictions and multi-family zoning;
4. Judith Ruimerman – local resident, expressed concerns about high-rise/commercial buildings, asked about any buffer, how far away will new buildings be built, potential for new development to block views, when any second entrance into Horn Rapids might be constructed, and whether homes will be built at existing grade;
5. Maurice Ralston – local resident, expressed concern about natural vegetation buffers, prefers landscaping; prefers one-story homes to two story structures that could be built as originally approved.
6. Felix Miera – presented a copy of an email that he and other Horn Rapids residents received from Mr. Stone, a copy of which was acknowledged by Mr. Stone to be authentic, marked as Exhibit H-1, and received into the official record without objection; he questioned the need for any zone change if lot sizes won't change. Just as Exhibit 1 explained, Mr. Miera's Exhibit H-1, which Mr. Stone transmitted to Horn Rapids homeowners, included an identical justification for the requested rezone: [the] “Reason for Zone change is to provide more flexibility for House Plans to conform within City of Richland setback and lot coverage standards.”;
7. Thomas Pitkin – local resident, expressed concerns about access, both short term for construction and long-term, regarding the possible need for a second entrance into the Horn Rapids community.
8. John Herrin – local resident, lives on Benton County side of the development, expressed concerns about the use of the adjacent ditch as an easement, claimed he was promised some sort of an equestrian trail/buffer, sought clarification about the status of the buffer area down towards his property.

After receiving public comments, the Examiner asked Mr. Simon and Mr. Stone for any response they might want to give. Mr. Stone reiterated his analysis, that the current home-buyers prefer single story homes, that need to fill a larger footprint than a two-story home, so the reduced setbacks and revised lot coverage standards would accommodate such market-driven demand without need to combine lots and reduce the total lot count. He

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1 addressed specific comments, and appeared to spend some time with several speakers when
2 the hearing concluded.

3 In his response at the public hearing, Mr. Simon explained how the second access
4 point into Horn Rapids is something already addressed in the Master Plan for the area, but
5 the Washington State Department of Transportation controls the situation, because SR 240
6 is a state highway. He emphasized that the Property Use and Development Agreement
7 should be a mechanism to limit future development to the purpose of the original
8 preliminary plat approval, i.e. no more than 109 lots with just one single-family home on
9 each lot. He recommended approval of the requested rezone, subject to the conditions
10 included in his staff report.

11 None of the public witnesses expressly opposed the rezone application in their
12 testimony, and no one submitted any written comments in opposition to the proposed
13 rezone.

14 During the hearing, the Examiner asked that Mr. Simon supplement the record with
15 copies of the preliminary plat approval documents detailing any conditions of approval or
16 other terms that control the property involved in this rezone request. Copies of such items
17 were distributed to the Examiner and the applicant after the close of the public hearing and
18 have been included in the official Record as described below.

19 ***Exhibits:*** The Development Services Division Staff Report, including a
20 recommendation of approval, was provided to the Examiner in the week before the hearing.
21 The Staff Report, and the following Exhibits, were all accepted into the Record in their
22 entirety without modification:

- 23 1. Application Form, including attached “Justification” statement, signed by Mr.
24 Stone;
- 25 2. Residential Zoning District Regulations, Chapter 23.18 of the Richland
26 Municipal Code;
3. Site photos;
4. Public Notices;
5. Proposed Public Use and Development Agreement;

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1 H1. Email communication from the applicant, Mr. Stone, to Horn Rapids
2 homeowners, dated September 16, 2015, captioned "Zone change clarification",
3 (two pages), includes the following statement, also found in Justification statement
4 included as part of Ex. 1: "*Reason for Zone change is to provide more flexibility for
House Plans to conform within City of Richland setback and lot coverage
standards;*" and

5 H2. (A) Richland City Council minutes for February 20, 2007 meeting, which
6 included approval of the original Preliminary Plat of the Highlands; and (B) Council
7 packet materials from its Feb. 20, 2007 meeting, that provided a complete project
8 description and conditions of approval for the preliminary plat area that is the
9 subject of this rezone application (Minutes are 12 pages; Packet is 69 pages).

10 The Examiner has visited the road network and vicinity of the proposed rezone on
11 several occasions, and is fully advised on matters at issue herein, including without
12 limitation applicable law, application materials, and relevant comprehensive plan
13 provisions.

14 **V. FINDINGS OF FACT.**

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

17 ***Application, Public Notice, and Review.***

18 1. On or about September 1, 2015, the owners of the subject-property, North Stone
19 Richland, LLC, through LLC Member, Stew Stone, from Salem, Oregon, submitted its
20 application seeking to rezone a vacant 35-acre site that is all a part of the Preliminary Plat
21 of Highlands, now named Greyhawk, approved by the Richland City Council in February
22 of 2007. *Exhibit 1; Ex. H2.* Specifically, the applicant seeks to rezone the entire site as R-
23 2S (Medium Density Residential Small Lot). Currently, portions of the site are zoned R-2
24 (Medium Density Residential) and R-3 (Multi-Family Residential). *Staff Report, page 2;
25 Exhibit 1, application.*

26 2. Following receipt, City staff complied with all applicable public notice requirements
for the rezone application and the public hearing held for the matter. *Staff Report, Page 6;
and Exhibit 4, copies of various public notices.*

3. Because staff deemed the application to be consistent with the City's

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Comprehensive Plan, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *Staff Report, page 6.*

4. The site is located in the Horn Rapids Golf Course Community, a large master planned area south of SR 240 and north of the Yakima River, all within the City of Richland. *Exhibit 1, Horn Rapids Master Planned Community and Highlands Plat site plan illustrations; Exhibit 3 (site photos); Site Visit.*

Surrounding uses and zones.

5. The Greyhawk site is currently vacant and undeveloped. To the north and south, portions of the golf course are developed, with the 3rd and 12th fairways respectively. Immediately west is an undeveloped bluff area, which abuts more westerly large-lot single family homes that are outside the Richland City Limits. Property to the east is already developed with single family homes. *Site visit; Staff Report, page 2; Site plans in Ex. 1.*

6. The golf-course segments located north and south of the Greyhawk site are both zoned "AG-Agricultural." Properties to the east and southeast of the site are zoned R-2 (Medium Density Residential), and property beyond the 2nd fairway towards SR 240 is zoned R-2S (Medium Density Residential Small Lot). Large vacant portions of the Horn Rapids project located beyond the 12th fairway to the north of the Greyhawk site area are zoned C-LB (Limited Business) and R-3 (Multiple Family Residential). *Staff Report, page 4; site visit.*

Sufficient transportation and utility systems to support rezone.

7. Consistent with the transportation concurrency requirements found in RMC 19.50.010(C), City staff confirmed that the conditions of Preliminary Plat approval for the Greyhawk subdivision include road improvements. *Staff Report, page 6.* Some of these transportation conditions and mitigation measures are summarized on page 3 of the preliminary plat approval packet, included as part of Exhibit H2(B).

8. As part of the review process, City staff confirms that adequate utilities are available to serve the site and certain utility line extensions are already required as part of the Greyhawk preliminary plat approval. *Staff Report, page 6.*

9. Based on these staff assurances, the Examiner finds that transportation and utility systems are already in place, are already required as conditions for the Greyhawk plat

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1 approval, or are readily available for construction, extension or connection to future uses
2 that might occur on the site.

3 ***Comprehensive Plan Designation for the site.***

4 10. The City's Comprehensive Plan designates the entire site as "Medium Density
5 Residential." *Staff Report, page 3, Figure 2, Comp. Plan Map of the proposed rezone site.*
6 Medium Density Residential Districts are established and described in Chapter 23.18 RMC.
7 For purposes of the pending application, the focus is upon the requested rezone to R-2S
8 (Medium Density Residential Small Lot), addressed in RMC 23.18.010(D).

9 11. RMC 23.18.010(C) and (D) explain that the R-2 and the R-2S zoning classifications
10 are both possible zones that are "intended to be applied to some portions of the City that are
11 designated medium-density residential under the City of Richland Comprehensive Plan."

12 ***Consistency with Comprehensive Plan and city codes.***

13 12. The requested rezone conforms to the Comprehensive Plan, because the plan
14 already identifies the property as "medium density residential." The City's zoning code
15 includes two Medium Density Zoning Districts available for some portions of the City that
16 are designated as such in the City's Comprehensive Plan.

17 13. Because the requested rezone fully implements the land use designation assigned to
18 the site in the City's comprehensive plan and zoning regulations, the requested rezone bears
19 a substantial relationship to the public health, safety, and general welfare – provided that
20 the rezone should only be approved along with an appropriate Property Use and
21 Development Agreement as discussed below.

22 14. As limited by the recommended Property Use and Development Agreement, the
23 requested rezone is appropriate in the context of adjacent properties, some of which already
24 allow similar or even more-intense or impactful uses.

25 15. In this matter, the record demonstrates general conformance with the City's
26 comprehensive plan.

16. The Development Services Manager's Staff Report includes specific findings and
explanations that establish how the underlying application satisfies provisions of applicable
law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as

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1 modified in this Recommendation, all Findings contained in the Staff Report are
2 incorporated herein by reference as Findings of the undersigned-hearing examiner.
3

4 ***Discussion and Analysis.***

5 17. This application is not as straightforward as it might seem. The entire site is within
6 the previously-approved Preliminary Plat of Highlands at Horn Rapids, which the applicant
7 now calls the "Greyhawk" subdivision. The Highlands Preliminary Plat was approved by
8 the Richland City Council on February 20, 2007, under File No. S2006-109. (*Ex. H-2²,
9 Council minutes for Feb. 20, 2007 meeting, and packet with plat approval description and
10 conditions*). The preliminary plat approval addressed a 40-acre site, and included an open-
11 space tract for a steep bluff that stands above the Yakima River. That area is not included
12 in this rezone, and will not be affected by this decision.

13 18. Since 2007, the land has remained undeveloped. The 2007 preliminary plat
14 approval would have expired at some point in 2012, given the 5-year window to obtain final
15 plat approval reflected in state law at the time. However, due to the Great Recession, and
16 its impacts on development activities throughout the state and nation, the Legislature
17 amended state subdivision statutes to provide that preliminary plats approved at any point
18 before the end of 2007 would have 10 years to move a project forward for final subdivision
19 approval by the City Council. The relevant state subdivision statute, RCW 58.17.140(3)(b),
20 reads as follows:

21 *A final plat meeting all requirements of this chapter shall be submitted to the
22 legislative body of the city, town, or county for approval within ten years of
23 the date of preliminary plat approval if the project is not subject to
24 requirements adopted under chapter 90.58 RCW (Shoreline Management
25 Act) and the date of preliminary plat approval is on or before December 31,
26 2007.*

19 19. In a post-hearing response, Mr. Simon confirmed for the record that the Preliminary
20 Plat of Highlands/Greyhawk is not subject to Shoreline regulations. The Examiner takes
21 official notice of the City's recently-submitted Shoreline Master Program Update, currently

22 ² At the public hearing, the Examiner requested documentation addressing the Preliminary Plat approval granted for the
23 site, because it was not initially provided as part of the record for this rezone application. Mr. Simon supplemented the
24 record with copies of such items which have been marked as Exhibit H-2 and are included as part of the Record.

under review by the Department of Ecology, which includes an inventory of regulated shorelines within the City of Richland, including "Reach 2" along a portion of the Yakima River that flows beneath a steep bluff to the south of the Horn Rapids community. Appendix A describes Reach 2 as follows:

REACH 2 / Description: The shoreline within this reach extends about 3,000 feet along the left bank of the Yakima River on an outer oxbow with a very narrow band of riparian vegetation on a steep slope up from the river. At the top of the slope is the Bluffs subdivision, which is part of the Horn Rapids Golf Course development. Shoreline Management Act jurisdiction of 200 feet from the OHWM (ordinary high water mark) extends to just below the top edge of the slope.

PHYSICAL CHARACTERISTICS

Ownership: Land immediately adjacent to the river is open space dedicated as part of the subdivision with a conservation easement to the City of Richland.

20. Based on state law and the fact that the subject property is outside Shoreline jurisdiction, the Preliminary Plat of Highlands/Greyhawk appears to be valid through some point in 2017.

Recent court decisions worth considering.

21. Shortly before the applicant submitted the pending rezone request in September of this year, and again shortly after it was received by the city, Division III of the Washington Court of Appeals issued two important decisions regarding vesting for subdivisions throughout the state. *See Alliance Investment Group v. City of Ellensburg*, ___ Wn.App. ___, No. 32370-6-III, 2015 WL 5022916 (*initial opinion issued on Aug. 25, 2015; opinion denying reconsideration and supplementing original decision issued on Oct. 20, 2015*).

22. As background, most Washington officials are aware of the state's vested rights doctrine for building permits and certain other development activities, which "refers generally to the notion that a land use application, under the proper conditions, will be considered only under the land use statutes and ordinances in effect at the time of the application's submission." *Noble Manor v. Pierce County*, 133 Wn.2d 269, 275 (1997). Washington case law and legislative history are full of examples where developers and local jurisdictions sought clarification as to which development regulations vest, and which can change after a subdivision or other development application is submitted and approved. In 1987, the Legislature codified the vested rights doctrine for building permits and subdivisions, mandating that each would be considered under the "zoning or other land use

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RICHLAND, LLC REZONE APPLICATION TO
CHANGE THE 35-ACRE HIGHLANDS (NOW
GREYHAWK) PLAT LOCATED WITHIN THE
HORN RAPIDS COMMUNITY FROM R-3 AND R-2
TO R-2S, FILE NO. Z2015-110

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control ordinances in effect” at the time of application. See RCW 19.27.095(1) and 58.17.033(1). In 1995, the Legislature extended vested rights to development agreements. RCW 36.70B.170(1).

23. Last year, the Washington Supreme Court issued a decision that observed while the vested rights doctrine “originated at common law, the vested rights doctrine is now statutory.” *Town of Woodway v. Snohomish County*, 180 Wn.2d 165, 173 (2014). Two courts recently relied on this Supreme Court language from the *Town of Woodway* case to conclude that the Legislature’s 1987 enactments preempt the common law vested rights doctrine that previously extended to a wider range of permits. In *Potala Village v. City of Kirkland*, 183 Wn.App. 191 (2014), Division 1 of the Court of Appeals held that the statutory vested rights doctrine replaced, rather than supplemented, the common law (court-made) vested rights doctrine. Thus, under this decision, vested rights apply only in the context of building permit applications (RCW 19.27.095), short subdivision and subdivision applications (RCW 58.17.033), and development agreements (RCW 36.70B.180), although city or county policies may grant broader vested rights.

24. Several months ago, with reconsideration denied just two weeks ago, Division 3 of the Court of Appeals relied on this same principle to narrow the scope of vesting for subdivision applications. In *Alliance Investment Group v. City of Ellensburg*, the developer argued that an approved short plat for a business park reviewed under a prior version of the city’s critical area regulations vested future development within the plat to those earlier regulations. The developer relied on the Supreme Court’s decision in *Noble Manor v. Pierce County*, issued long after the Legislature codified vested rights for subdivisions, which held that a short plat application vests rights both to subdivide and to develop or use property as identified in the application under the laws as they exist at the time. Rejecting the developer’s argument, Division III distinguished *Noble Manor* as limiting vesting under a subdivision application to zoning laws at “a very general level.” Based upon the current holding in the *Alliance* case, without a building permit application, subdivisions do not vest future development within the plat to all “other land use control ordinances” in effect at time of application. A subdivision application only vests the right to subdivide under the current land use code.

25. The Examiner has been careful to avoid conflict with guidance provided in these recent court decisions, but given the potential impact of the recent court rulings, and potential action that could follow on review by the Supreme Court or the Legislature, the City Attorney may choose to weigh in on options that the City Council may want to consider, which could include supplemental language in the proposed Property Use and Development Agreement for the rezone-site, as a way to ensure future certainty as to which land use controls will apply moving forward.

**FINDINGS OF FACT, CONCLUSIONS AND
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1
2 ***Recommendations for Property Use and Development Agreement.***
3

4 26. Based on the record, the pending rezone application was only pursued in order to
5 obtain more flexibility with respect to setback and lot coverage standards. See *Ex. 1 and*
6 *Ex. H1, “reason for zone change” explanations by the applicant.* Given this fact, the
7 Examiner recommends that the proposed Property Use and Development Agreement should
8 be revised to reflect such limitation, and could include terms detailing development
9 standards that will apply if and when the project moves forward.

10 27. At the very least, as a condition of rezone approval, the Property Use and
11 Development Agreement should restrict all development to that which was proposed in the
12 approved Preliminary Plat, i.e. just one single-family home on each single family lot; no
13 more than 109 single-family lots; and expressly recognize that the sole purpose of the
14 rezone is to apply the less-restrictive setback and lot-coverage standards found in the R-2S
15 zone to homes that will be built upon lots located within the Greyhawk subdivision. If the
16 applicant and the City believe it would be helpful, the City Council is well within its
17 authority under the state’s Development Agreement statute, found at RCW 36.70B.170, to
18 include a build-out or vesting period for applicable standards and any other appropriate
19 development requirement or procedure, substantially in a form as approved by the City
20 Attorney.

21 28. As noted above, the state subdivision statute expressly provides that any application
22 for a division of land “shall be considered under the subdivision or short subdivision
23 ordinance, and zoning or other land use control ordinances in effect on the land at the time a
24 fully completed application for preliminary plat approval of the subdivision, or short plat
25 approval of the short subdivision, has been submitted to the appropriate county, city, or
26 town official.” RCW 58.17.033.

27 29. This is an unusual application, where an applicant is seeking a rezone – a clear
28 change from the underlying zoning regulations that were used to approve the preliminary
29 plat. However, the sole justification given by the applicant is “to provide more flexibility
30 for House Plans to conform within City of Richland setback and lot coverage standards.”
31 (*Exhibits 1 and H-1; testimony of Mr. Stone*). And here, the applicant and the City have
32 agreed to enter into a Property Use and Development Agreement to limit the effect of the
33 rezone, by restricting development to single-family homes, as was the purpose of the
34 preliminary plat approved in 2007. After all, there is no dispute that the 2007 preliminary
35 plat approval was for up to 109 single-family residential lots and nothing else, like duplexes

36
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1 or multi-family structures. (*Ex. H-2*).

2 30. The site is already designated as “Medium Density Residential” under the City’s
3 Comprehensive Plan, and the City’s zoning code expressly includes two zoning districts
4 that are considered medium density residential, the existing R-2 zone as well as the
5 proposed R-2S zone. The applicant is willing to enter into a Property Use and
6 Development Agreement that would limit the effect of the rezone, and prohibit duplexes or
7 similar structures that could be permitted in the new zone classification.

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

11 VII. CONCLUSIONS.

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

14 1. The applicant has met its burden to demonstrate that the requested rezone conforms
15 to, and in fact implements objectives of, the City’s Comprehensive Plan. *Findings,*
16 *including without limitation Nos. 10, 11, 12, 15, 16, and 30; Staff Report, Figure 2 (Comp.*
17 *Plan Map of area), and Figure 3 (Zoning Map of area).*

18 2. As conditioned and limited in an appropriate Property Use and Development
19 Agreement, the applicant can meet its burden to demonstrate that the requested rezone bears
20 a substantial relationship to the public health, safety, or welfare. *Findings, including*
21 *without limitation Nos. 3, 7, 8, 9, 13, 14, 16, 26, and 27.*

22 3. Comprehensive plans are not ordinarily used to make specific land use decisions but
23 rather function as a “guide” or “blueprint” to be used when making land use decisions.
24 *Barrie v. Kitsap County*, 93 Wn.2d 843, at 849 (1980). In a rezone process, all that is
25 required is general conformance, not substantial conformance, with the general blueprint
26 provided by the comprehensive plan. *Cathcart v. Snohomish County*, 96 Wn.2d 201, at 212
(1981).

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1 4. Here, the application is an owner-request to rezone the entire site to R-2S, one of the
2 two medium-density zoning classifications expressly permitted in the city's code, making
3 the property fully consistent with its medium density residential designation in the City's
4 Comprehensive Plan.

5 5. The Staff Report and testimony on the record demonstrate that, given the mitigation
6 measures and conditions of approval that are still in effect for the Highlands/Greyhawk
7 preliminary plat, the proposed rezone will not require additional public facilities and that
8 there will be capacity within the transportation network, the utility system, and other public
9 services to accommodate future development such as that envisioned for the rezone site.
10 The rezoned property can provide for an appropriate level of residential development in a
11 manner that is compatible with the character of the existing uses and zoning districts
12 surrounding the property.

13 6. The rezoned site will not be materially detrimental to uses or property in the
14 immediate vicinity of the subject property

15 7. The rezone supports Richland's commitment to establish a broad range of residential
16 land use designations to accommodate a variety of lifestyles and housing opportunities. See
17 Comprehensive Plan, Land Use Goal No. 4.

18 8. As in all dynamic urban areas, circumstances in the area of the rezone site have,
19 and will continue to change, from those in existence when the original R-2 and R-3 zoning
20 was imposed for the site, and when the Preliminary Plat for the Highlands/Greyhawk was
21 first approved. As reflected in the record, the applicant's research supports a modification
22 in the type of homes desired by today's buyer, who prefer single story homes to 2-story
23 homes with stairs. The rezone request and the accompanying Property Use and
24 Development Agreement will allow the existing plat design and number of lots to
25 accommodate the needs of today's home buyer.

26 9. While the pending rezone application is categorically exempt from formal SEPA
review, the record demonstrates that the potential for adverse impacts is very unlikely. All
transportation and public service impacts were thoroughly vetted as part of the preliminary
plat approval for the area back in 2007. The number of lots and number of future homes
will not change with this rezone, as conditioned by the proposed Property Use and
Development Agreement.

10. As required by RMC 19.50.010(C), the record includes staff assurances that the
transportation system is sufficient to accommodate the type of development envisioned
with the proposed rezone.

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1 11. Based on the record, and as conditioned in an appropriate Property Use and
2 Development Agreement, the applicant can demonstrate that its rezone application merits
3 approval, meeting its burden of proof imposed by RMC 19.60.060. There was no
4 opposition, and no environmental or other special development limitations appear
5 warranted.

6 12. Approval of this rezone will not and does not constitute, nor does it imply any
7 expectation of, approval of any administrative permit or subsequent reviews that may be
8 required for clearing, filling, grading, construction, or other activities on the site of the
9 subject rezone.

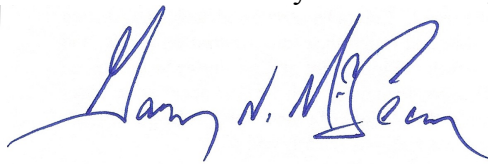
10 13. Consistent with RCW 36.70B.170 (the state's development agreement statute), and
11 in light of the shifting sands possible in relevant case law or legislation, the City Council is
12 fully empowered to incorporate conditions, limitations, and clarifications as agreed by the
13 parties, to provide for more certainty moving forward.

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

16 **VII. RECOMMENDATION.**

17 Based upon the preceding Findings and Conclusions, the undersigned Hearing
18 Examiner recommends APPROVAL by the Richland City Council, subject to
19 contemporaneous approval of an appropriate Property Use and Development Agreement, to
20 include limitations suggested in this Recommendation, and such other legal terms and
21 clarifications that the applicant and the City deem worthwhile, all substantially in a form as
22 approved by the City Attorney.

23 ISSUED this 9th Day of November, 2015

24 

25 Gary N. McLean
26 Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
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**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: North Stone Richland Rezone

LOCATION: Horn Rapids Golf Course Community

APPLICANT: North Stone Richland

FILE NO.: Z2015-110

DESCRIPTION: Request to change zoning on 35 acres from R2 Medium Density & R3 Multi-Family zoning to R2-S Medium Density Small Lot

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: September 24, 2015

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED
ACTION: Approval with conditions.



Figure 1 - Vicinity Map

(site outlined in red)

DESCRIPTION OF PROPOSAL

The applicant, North Stone Richland, owns the subject property, and has filed a rezone request to change the zoning on a 35 acre site from R-2 Medium Density Residential and R-3 Multi-Family Residential to R2-S Medium Density Residential Small Lot. The applicants have previously received approval of a preliminary plat to divide the property into single family lots and intend to pursue development of that plat and are asking for approval of this zone change request to take advantage of the less restrictive setback requirements that apply in the R2-S zone.

SITE DESCRIPTION & ADJACENT LAND USES

The site is undeveloped and consists of rolling hills covered with native vegetation. The adjacent properties are developed with the golf course to both the north (3rd fairway) and south (12th fairway). Land immediately to the west is undeveloped and land further west, located outside of the City municipal boundaries is developed with large lot single family residences. Property to the east is developed with single family homes.

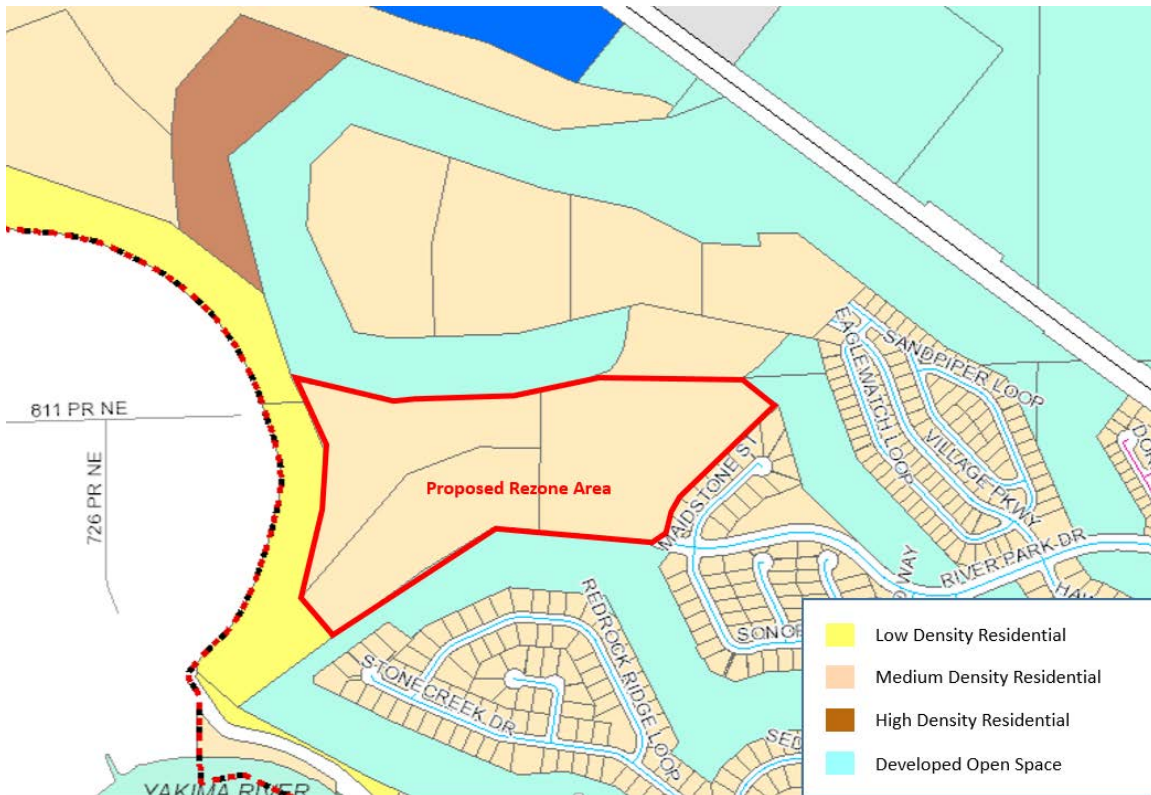


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

The City's comprehensive plan designates the site as suitable for medium density land uses, at densities ranging from 5 to 10 units per acre. Land use goal #4 states: *"The City will establish a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities."*

Policies within this goal are as follows:

Policy 1 – the City will provide a balanced distribution of residential uses and densities throughout the urban growth area.

Policy 2 – The City will encourage residential densification through its land use regulations.

Policy 3 – The City will encourage innovated and non-traditional residential development through expanded use of planned unit developments, density bonuses and multi-use developments.



Figure 3 – Zoning Map

EXISTING ZONING

Properties immediately adjacent to the site on the north and south are zoned AG – Agricultural. Properties to the east and southeast are zoned R-2 Medium Density Residential, while property to the north beyond the 12th fairway are zoned C-LB Limited Business and R-3 Multiple Family Residential. Property to the east beyond the 2nd fairway are zoned R-2S Medium Density Residential Small Lot.

The stated purposes of the R-2 and R2-S zones (as set forth in RMC 23.18.010) are as follows:

The medium-density residential (R-2) is a residential zone classification permitting a higher density of population including the establishment of duplex dwellings and providing for these single-and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

The medium-density residential small lot (R-2S) is a residential zone classification permitting a higher density of population, encouraging small lot development conducive to energy conservation and to other factors contributing to the production of affordable housing, and including the establishment of duplex dwellings and providing for these one- and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

The two zones are similar in terms of the types of uses that are permitted, as both allow for single family and duplex dwellings. However, there are some differences in the dimensional requirements associated with the existing and proposed zone, as shown in the following table:

Zoning	Proposed R2-S	Existing R-2
STANDARD	REQUIRED/ALLOWED	REQUIRED/ALLOWED
Min. Lot Area – Single Family	4,000 square feet	6,000 square feet
Min. Lot Area – Duplex	7,000 square feet	10,000 square feet
Max. Lot Coverage	50%	40%
Building Setbacks		
Front	15/18 ft.*	20 ft.
Side(s)	6 ft.	6 ft.
Rear	20 ft.	25 ft.
Building Height	30 ft.	30 ft.

*Not less than 15 feet in front of living areas and not less than 18 feet in front of all other areas

Table 1 – Comparison of R-2 & R-2S Dimensional Standards

PUBLIC NOTICE

Application Date:	September 1, 2015
Notice of Application & Hearing Mailed:	September 8, 2015
Notice of Application & Hearing Published:	September 13, 2015
Notice of Application & Hearing Posted:	September 9, 2015
Public Hearing:	September 24, 2015

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 4. As of the date of this report, no comments were received from the public.

UTILITY AVAILABILITY/TRANSPORTATION

The applicant has previously secured approval of a preliminary plat for the project site known as the Greyhawk subdivision. The conditions of the plat identify required utility line extensions and road improvements. A copy of the preliminary plat map is attached as Exhibit 1.

SEPA

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

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

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

In this case, the proposed project is located with the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997.

ANALYSIS

The subject site is designated as medium density residential under the comprehensive plan. The City zoning code includes two zoning districts which would be consistent with the medium density residential comprehensive plan

designation including both the existing R-2 zone and the proposed R-2S zone. The R-2S zone provides for smaller lot sizes, but the intent of the applicant is to take advantage of the less restrictive setback and lot coverage requirements that are possible in the R-2S zone. In the Horn Rapids community over the past several years, the applicant has developed both the Eaglewatch and Copperleaf subdivisions under R-2S zoning, while much of the rest of the community has been developed under the R-2 zoning provisions.

The applicants have received approval of the Greyhawk preliminary plat under the R-2 zoning provisions and intend to develop the plat but prefer the greater flexibility that would be accorded to them under R-2S zoning. One of the differences in the two zones is that duplexes are permitted within the R-2S zone on 7,000 square foot lots, while a 10,000 square foot lot is needed for a duplex in the R-2 zone. Given the lot configuration of the Greyhawk subdivision, approximately 21% of the lots could accommodate a duplex. Applying R-2S zoning to the property would qualify 90% of the lots as duplex lots.

The applicant has indicated that they have no intention of constructing duplexes within the Greyhawk subdivision. Staff recommends that the City enters into a property use agreement with the applicant as a condition of the zone change approval that would limit the development within the rezone area to single family dwellings. (See Exhibit 5) With that caveat, staff supports the requested rezone of the property to R-2S.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2015-110) and recommends approval of the request based on the following:

1. The City of Richland Comprehensive Plan designates the subject site as suitable for medium density residential land uses;
2. Medium density residential development of the site, whether zoned R-2 Medium Density Residential or R-2S Medium Density Residential Small Lot is consistent with the intent of the comprehensive plan;
3. City water and sewer mains are in close proximity to the site and have adequate capacity to serve future development of the site;
4. The local street system that serves the project site has capacity to support the future development of the site;
5. Previously, the applicant has received a preliminary plat approval for the Greyhawk subdivision that would divide the subject property into 109 lots;

6. The subject property is immediately adjacent to the Horn Rapids golf course and single family residential neighborhoods;
7. Other developments within the Horn Rapids residential community, including the Copperleaf and Eaglewatch subdivisions, are similarly zoned R-2S;
8. The applicant's stated intent to apply the R-2S zone to the subject property is to take advantage of the lesser setbacks and lot coverage requirements that apply in the R2-S zone;
9. The R-2S zone would also provide for duplex dwellings on 7,000 square foot lots, which would allow for duplexes on approximately 90% of the lots within the Greyhawk subdivision;
10. A property use and development agreement entered into between the City and the applicant would limit the future development of duplexes on lots within the Greyhawk subdivision and in so doing would ensure that the development of the subject property would be consistent with the surrounding single family residential neighborhoods;
11. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c); and
12. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Residential Zoning – Chapter 23.18 of the Richland Municipal Code
3. Site Photos
4. Public Notices
5. Proposed Property Use & Development Agreement

Planning & Development Services Division • Current Planning Section
840 Northgate Drive • Richland, WA 99352
General Information: 509/942-7794 • Fax: 509/942-7764

Petition for Change of Zoning District Classification

Application is hereby made to the City of Richland for a change of zone, pursuant to Section 23.82.190 of the City of Richland Municipal Code.

The following required information must be typed or printed legibly in the appropriate spaces.

SECTION I – APPLICANT INFORMATION		
Applicant's Name: <u>North Stone Richland, LLC</u>		
Address: <u>P.O. Box 516</u>		
City: <u>Stayton</u>	State: <u>OREGON</u>	Zip: <u>97383</u>
Phone: <u>503 559-3013</u>	Fax:	Other and/or e-mail address: <u>STEWSTONE@BHHSREF.COM</u>
Please check under what capacity you are filing:		
☒ Recorded owner of the property as of		☐ Purchasing under contract as of
☐ The lessee as of		☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION		
Street address(es) of property for which the zone change is requested, if applicable: <u>BALE LAND - NO ADDRESS ASSIGNED, Located in</u>		
<u>Horn Rapids Master Planned Golf Community</u>		
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue): <u>S.W. of Marston St</u>		
Prelim Plat File <u>S2006-109 Highlands - Now</u> ^{NAMED} <u>Greyhawk</u>		
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>Vacant Residential Development land</u>		
Size of petition area _____ acres and _____ square feet <u>Approx. 35 Acres</u>		
SECTION III - CHANGE OF ZONE REQUEST		
A change of zone from <u>R-2</u> To <u>R-2S</u>		
is requested for the property described in Section II of this application.		
SECTION IV – JUSTIFICATION		
State the reason(s) for the requested change of zone:		
<u>see Attached 2 pages</u>		

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.

DATED THIS 28 DAY OF August, 2015

Stew Stone, member of North Stone Archland, LLC
Applicant's Signature

1220 20th St SE
Address

Salem, Ore 97302
City, State, Zip

503 559-3013
Phone

Applicant's Signature

P.O. Box 516
Address

Stayton, Ore 97383
City, State, Zip

(503) 769-3436
Phone

FOR OFFICE USE ONLY

Date accepted for filing _____

Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature

SECTION IV - Justification

Reason for Zone change is to provide more flexibility for House Plans to conform within City of Richland setback and lot coverage standards.

Horn Rapids is a unique development in Richland in the characteristic that much of the Golf Course is considered open space that would typically be incorporated into lots. In many developments where open space is non-existent, lots are created larger, allowing for larger homes under any R-2 zoned property. The requested Re-zone area abuts the golf course on two sides and the west boundary runs along a bluff which is higher in elevation and adjacent to the City Limits / UGB and County boundary. In addition to golf course buffers we have designated a natural vegetation landscape buffer strip that is approx 90 feet deep for the majority of the buffer strip next to the existing Maidstone subdivision which is itself approx 15 higher in elevation than the new Greyhawk subdivision lots 58-66. We will have buffers on all sides of Greyhawk either consisting of golf course, natural vegetation buffers or differences in elevation.

We have designed the majority of the lots to be approx 7,200 SF in size and the market conditions (buyers desires) dictate the preferred one story homes of 2,000-2,400 SF and larger with 3 car garages of 500-700 SF and covered patios for outdoor enjoyment of 150-300 SF. These lot "coverage sizes" of 3,000 SF to 3,500 SF equal approx 42% to 48% would require us to enlarge the lots which is contradicting the intention of medium density developments. Less lots to absorb the same amount of street and utility improvement costs ends up driving prices up which is not what we want to see occur. There are enough outside cost increases occurring on materials and labor already. We believe it is in the best interest of the Horn Rapids Community to offer a variety of housing choices at reasonable pricing and satisfy the market demands.

The R-2S zoning will allow the builders / home buyers to have a slightly higher "lot coverage" from 40% to 50% as we have seen in our other Phases such as Horn Creek, Eaglewatch and Copperleaf phases 1,2 & 3 without compromising values and utilizing the property for higher density as the comprehensive zoning classification currently indicates. The set backs are 2 feet less to the front of garages and 5 ft less in the rear yards.

The lots 1-8 which back up to the bluff that adjoins the County boundary are larger to accommodate a few larger one story homes for those homebuyers who desire Pools and larger outdoor areas.

We have been responsive to the comments and concerns of the Maidstone homeowners, who were among the original homeowners in the development in the mid 1990's, with respect to there request of a "Buffer Strip" between their existing rear property lines and the new "to be developed" lots rear property lines. We are restricting the height of new homes in the Greyhawk CC&R's to be recorded with the new Plat, that the new lots labeled lots 58-66 will have only one story homes with maximum roof peak heights of 22 feet. It is our opinion that the rear lot setback reduction from 25 ft to 20 ft for some of the new homes to be built would not be detrimental to the existing Maidstone Homes, especially considering the 15 foot higher elevation and 90 foot buffer strip to the majority of the Maidstone homes and in comparison to the many other neighborhoods we have built in the past 12 years in the Horn Rapids Community that do not have any Buffer Areas or elevation changes between rear lot lines.

Sincerely,

A handwritten signature in black ink that reads "Stew Stone". The signature is written in a cursive, flowing style.

North Stone Richland, LLC

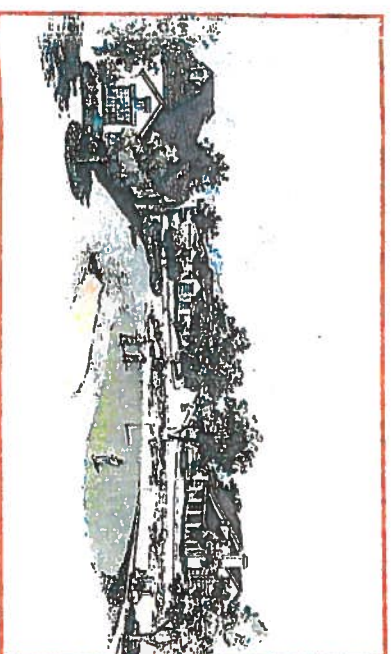
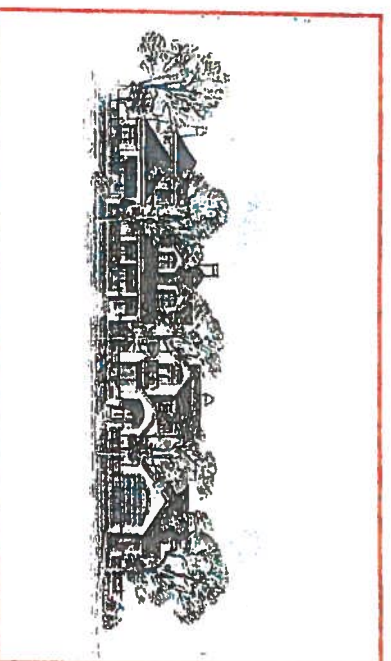
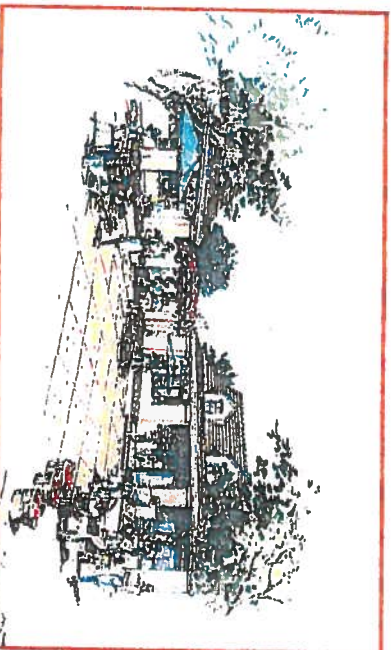
Horn Rapids Master Planned Community

"Greyhawk"



- Located in North Richland, Washington
- Approximately 1/3 of Horn Rapids is dedicated to recreation, parks and greenbelts.
- Elementary school, day care facility and a 100,000 - 15,000 square foot "Village Center" are planned.
- Up to 3,050 new homes of many types, sizes and price ranges.
- 835 Acres
- Many homes will be located along the golf course, greenbelts, parks or near Horn Rapids lakes.
- 18-hole Championship target golf course.

This map is an artist's rendering of the Horn Rapids community and is not to scale. Modifications will surely occur in the entire development plan as Horn Rapids grows, matures, and turns to its customers.

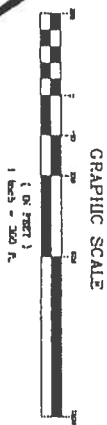


HORN RAPIDS

For new home information, call

Developer: North Stone Richland, LL,C

HORN RAPIDS
MASTER PLANNED
COMMUNITY



TWIN BRIDGES ROAD

NORTH AREA

WEIDLE NEIGHBORHOOD

150-ACRE FUTURE
DEVELOPMENT AREA

WILD CANYON

GOLF COURSE

GREYHAWK

EAGLEWATCH

MAINTENANCE SHOP

CROSSWATER

EAGLERIDGE

COPPERLEAF

SOUTH AREA

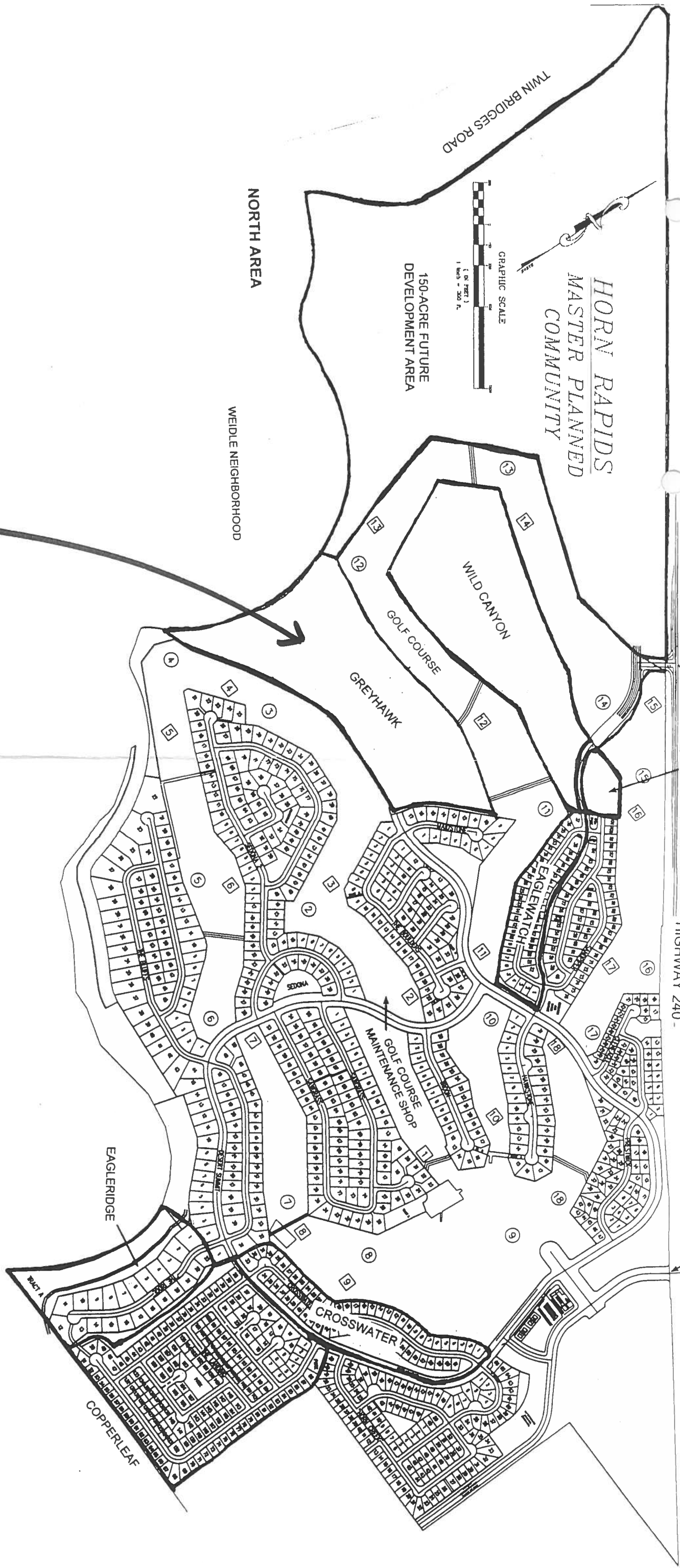
"Greyhawk"

PROPOSED FUTURE ENTRANCE

SANDPIPER II

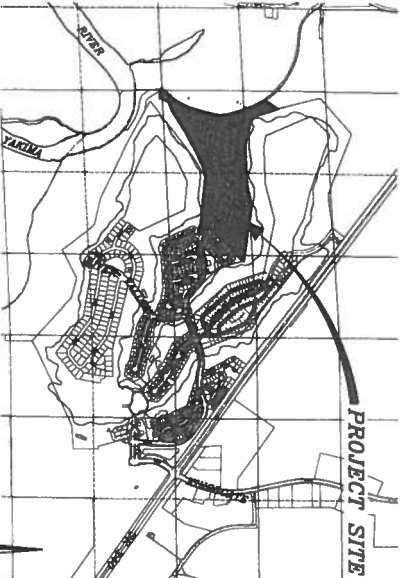
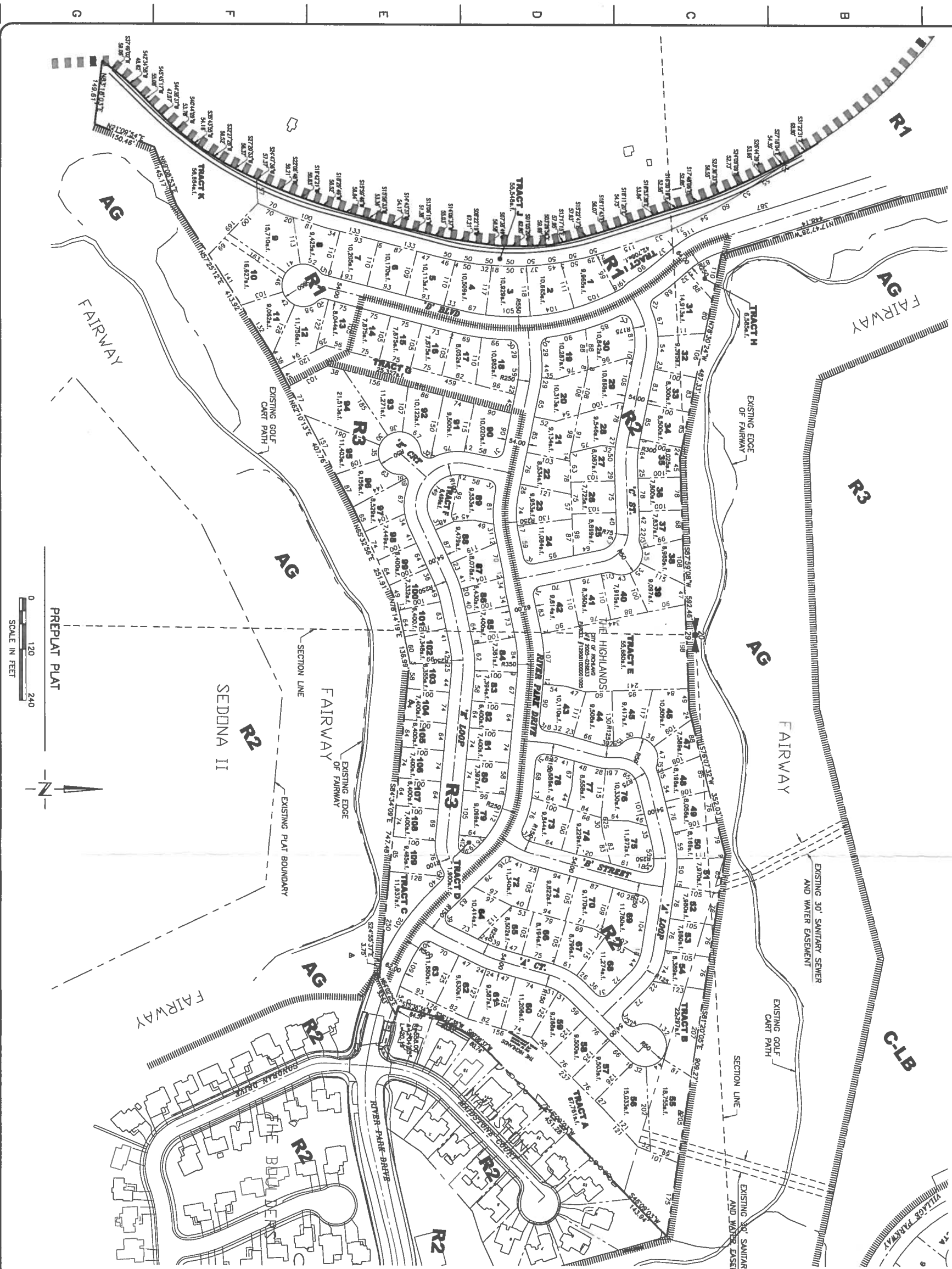
HIGHWAY 240

KINGSGATE WAY ENTRANCE



PRELIMINARY PLAT OF HIGHLANDS AT HORN RAPIDS

A PORTION OF THE S. 1/2 OF SECTION 20 & A PORTION OF THE N. 1/2 OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WA



- LEGEND
- 1 10.005
- PARCEL NUMBER AND AREA IN SQUARE FEET
- AREA IN SQUARE FEET
- OVERALL PLAT PROPERTY LINE
- CITY LIMITS
- ZONING DESCRIPTOR
- NAMED DEVELOPMENT
- HIGHLANDS
- GENERAL NOTES
- DESIGN AND CONSTRUCTION OF ALL STREETS WILL CONFORM TO STANDARDS SET FORTH BY THE CITY OF RICHLAND.
 - DESIGN AND CONSTRUCTION OF DOMESTIC WATER AND SANITARY SEWER SERVICES WILL CONFORM TO STANDARDS SET FORTH BY THE CITY OF RICHLAND.
 - A STORM SEWER SYSTEM WILL BE DESIGNED TO HANDLE THE RUNOFF CREATED BY THIS DEVELOPMENT.
 - FIRE HYDRANTS WILL BE INSTALLED AT LOCATIONS APPROVED BY CITY OF RICHLAND FIRE MARSHALL.
 - EXISTING ZONING IS R-1, R-2, AND R-3.
 - ELECTRICAL SERVICE: CITY OF RICHLAND
 - TELEPHONE SERVICE: VERIZON
 - CABLE TELEVISION: CHARTER CABLE
 - UTILITY EASEMENTS OF 10' ALONG THE FRONT LOT LINES WILL BE CREATED ON EACH LOT.
 - DOMESTIC WATER SUPPLY WILL BE THE CITY OF RICHLAND.
 - IRRIGATION WILL BE SUPPLIED BY THE CITY OF RICHLAND.
 - AN EXTENSION OF THE SEWER MAIN SHALL BE INSTALLED AS PART OF THIS PROJECT, FROM VILLAGE PARKWAY ROUTED SOUTHWESTERLY IN THE EXISTING 50' EASEMENT TO SERVE THIS PLAT. SEWER AND WATER SHALL SERVE HOMESITES IN THIS PROJECT.

LAND USE

GROSS PLANNING AREA:

GROSS AREA 1,792,290 s.f. = 41.15 ac.

TRACT A THRU K 353,403 s.f. = 8.11 ac.

TRACT L THRU R 1,438,887 s.f. = 33.03 ac.

PLANNING AREA TO BE DEVELOPED:

TOTAL 1,438,887 s.f. = 33.03 ac.

PLAY ROADS 410,548 s.f. = 9.42 ac.

NET PLANNING AREA 1,028,339 s.f. = 23.61 ac.

NET PLANNING AREA:

109 LOTS / 23.61 ac. = 4.62 LOTS PER ACRE

1,028,339 = 9,434 s.f. AVERAGE LOT SIZE

109 LOTS

SMALLEST LOT SIZE: 6,365 s.f.

LARGEST LOT SIZE: 21,513 s.f.

DEVELOPER

NORTHSTONE RICHLAND, LLC.

41203 KINGSTON-LYONS DR.

P.O. BOX 516

STAYTON, OR 97383

(503) 769-3436

PREPARED BY

SCM CONSULTANTS INC.

7601 W. CLEARWATER AVE.

KENNEWICK, WA 98336

CONTACT: KEVIN BARNEY or RICK GIBERSON

PHONE: (360) 763-1625

SUBMITTED

21 NOVEMBER 2006

DRAWING NUMBER		REV	
C1		0	

NORTHSTONE RICHLAND LLC		HIGHLANDS AT HORN RAPIDS	
Architects & Engineers		Kennewick, WA 98336	

PRELIMINARY PLAT OF HIGHLANDS AT HORN RAPIDS	
PROJECT NUMBER: 10107T01	CAD FILE: 10307T02_BASE.DWG

DRAWN BY: MER	CHECKED BY:	DESIGN A/E:	DESIGN GM:
SCM APPROVAL			

APPROVED	DESCRIPTION	BY	DATE	REV

Chapter 23.18

RESIDENTIAL ZONING DISTRICTS

Sections:

- [23.18.010](#) Purpose of residential use districts.
- [23.18.020](#) Residential performance standards and special requirements.
- [23.18.025](#) Single-family residential design standards.
- [23.18.030](#) Residential use districts permitted land uses.
- [23.18.040](#) Site requirements for residential use districts.
- [23.18.050](#) Parking standards for residential use districts.

23.18.010 Purpose of residential use districts.

Five residential zone classifications permit a variety of housing and population densities without conflict. Protection is provided against hazards, objectionable influences, traffic, building congestion and lack of light, air and privacy. Certain essential and compatible public service installations are permitted in residential use districts.

A. The single-family residential – 12,000 (R-1-12) is a residential zone classification requiring the lowest density of population within the city, providing protection against hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.

B. The single-family residential – 10,000 (R-1-10) is a residential zone classification requiring a low density of population, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.

C. The medium-density residential (R-2) is a residential zone classification permitting a higher density of population including the establishment of duplex dwellings and providing for these single-and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

D. The medium-density residential small lot (R-2S) is a residential zone classification permitting a higher density of population, encouraging small lot development conducive to energy conservation and to other factors contributing to the production of affordable housing, and including the establishment of duplex dwellings and providing for these one- and two-family residences a high degree of protection

from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

E. The multiple-family residential use district (R-3) is a residential zone classification allowing for the location of multiple-family dwellings, duplexes and attached and detached one-family dwellings and providing a high degree of protection for such uses and adjacent low-density residential development. This classification shall be designed to give protection from hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and installations are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated high-density residential (10.1 or more dwellings per acre) under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02].

23.18.020 Residential performance standards and special requirements.

A. High-Density Residential Small Lot Special Requirements. In order to assure consistency with the purpose of the R-2S district, as stated in RMC [23.18.010\(D\)](#), and further to avoid potential negative and undesirable effects that may result from the higher density of development afforded in an R-2S zone, the following special requirements and provisions shall apply:

1. Any application for reclassification of land to R-2S shall be accompanied by an application for preliminary plat approval submitted in accordance with RMC [24.12.010](#). In addition, the following information shall be submitted with the application for preliminary plat:
 - a. A street landscaping plan showing the location and type of landscaping proposed;
 - b. Information showing the location, dimensions and character of recreational facilities and/or open space, including paths and trails; and
 - c. Utilization of curvilinear, cul-de-sac and/or loop streets or other appropriate design solutions to assist in modulating the interface of the residential buildings with the streets.
2. The planning commission and city council may, in keeping with the intent of this section, impose requirements and conditions on the approval of the preliminary plat or zoning reclassification as deemed appropriate. These conditions may include, but are not limited to, architectural design parameters, screening and buffering treatments, and supplemental open space and/or recreational facility requirements. Compliance with these conditions shall be demonstrated precedent to final plat and/or building permit approval as appropriate.
3. A combined front yard setback configuration and street-facing residential architectural elevation may be repeated continuously on no more than five lots before a different combination must be utilized. Regardless of the street facing architectural elevation, a front yard setback configuration may be repeated on no more than 10 lots before a different setback configuration must be utilized. The administrative official may approve variations to this requirement which, in his judgment, accomplish the intent of avoiding a monotonous interface of the residential buildings with the streets, or are necessary due to constraints or unique characteristics of the site. This requirement shall be satisfied at the time of building permit application.

B. Multiple-Family Residential Use District Special Requirements. In any multifamily residential (R-3) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all multifamily residential structures:

1. Buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential, R-1-10 – single-family residential, R-2 – medium-density residential, R-2S – medium-density residential small lot or any residential planned unit development that is comprised of single-family detached dwellings.
2. Buildings that are within 50 feet of any property that is zoned for single-family residential use (as defined in subsection (B)(1) of this section) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the multifamily zoning district.
3. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).
4. Recreational vehicle parks are permitted in the multifamily residential district (R-3) subject to the issuance of a special use permit meeting the requirements of RMC [23.42.220](#) and [23.42.240](#). Further, applicants must demonstrate that their proposed recreational vehicle parks are immediately adjacent to a state highway and that appropriate provisions are put in place to protect adjacent land uses. [Ord. 28-05 § 1.02].

23.18.025 Single-family residential design standards.

Any one-family attached dwelling, one-family detached dwelling or designated manufactured home shall meet the following minimum requirements:

- A. All dwellings shall be placed on permanent foundations.
- B. At the time of construction, all new single-family dwellings shall be new, not having been previously titled to a retail purchaser and not meeting the definition of a “used mobile home” as defined in RCW [82.45.032](#)(2). [Ord. 28-05 § 1.02].

23.18.030 Residential use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

- A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.
- B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Residential Uses					
Accessory Apartments	A ¹	A ¹	A ¹	A ¹	A ¹
Accessory Buildings ¹⁴	A	A	A	A	A
Adult Family Home	P	P	P	P	P
Apartment/Condominium (3 or More Units)					P
Assisted Living Facility					P
Bed and Breakfast	S ²	S ²	S ²	S ²	P
Day Care Center	S ³	S ³	S ³	S ³	P ³
Designated Manufactured Home	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Dormitories, Fraternities and Sororities					P
Dwelling, One-Family Attached			P ⁴	P ⁴	P ⁴
Dwelling, One-Family Detached	P ⁴	P ⁴	P ⁴	P ⁴	P ⁴
Dwelling, Two-Family Detached			P	P	P
Home Occupations	A ⁵	A ⁵	A ⁵	A ⁵	A ⁵
Family Day Care Home	A ³	A ³	A ³	A ³	A ³
Manufactured Home Park			S ⁶	S ⁶	S ⁶

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Playground Developed in Conjunction with School, Park or Community Clubhouse	P	P	P	P	P
Nursing or Rest Home					P
Rental of Rooms to Not More Than Four Persons Other Than the Family Occupying the Single-Family Dwelling	A	A	A	A	A
Private Swimming Pools	A ⁷	A ⁷	A ⁷	A ⁷	A ⁷
Recreational Club	p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
Senior Housing					P
Public/Quasi-Public Uses					
Churches	p ⁹	p ⁹	p ⁹	p ⁹	p ⁹
Clubs or Fraternal Societies	p ⁹	p ⁹	p ⁹	p ⁹	p ⁹
Cultural Institutions	p ⁹	p ⁹	p ⁹	p ⁹	p ⁹
General Park Operations and Maintenance Activities	P	P	P	P	P
Golf Courses	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰
Public Agency Buildings	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰
Public Agency Facilities	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰	p ¹⁰
Public Parks	P	P	P	P	P
Schools	p ¹¹	p ¹¹	p ¹¹	p ¹¹	p ¹¹
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Miscellaneous Uses					
Micro- and Macro-Antennas	P	P	P	P	P
Parking Lots	P	P	P	P	P
Raising Crops, Trees, Vineyards	P	P	P	P	P
Recreational Vehicle Parks					S ^{12,13}

1. RMC [23.42.020](#)
2. RMC [23.42.045](#)
3. RMC [23.42.080](#)
4. RMC [23.18.025](#)
5. RMC [23.42.090](#)
6. RMC [23.42.140](#)
7. RMC [23.42.300](#)
8. RMC [23.42.210](#)
9. RMC [23.42.050](#)
10. RMC [23.42.200](#)
11. RMC [23.42.250](#)
12. RMC [23.42.220](#)
13. RMC [23.18.020](#)(B)(4)
14. Accessory buildings and structures are subject to RMC [23.38.020](#) – 23.38.070
[Ord. 28-05 § 1.02; Ord. 04-09].

23.18.040 Site requirements for residential use districts.

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. If a number appears in the box at the intersection of the column and row, that number represents the dimensional standard that applies to that zoning district.

Standard	R-1-12	R-1-10	R-2	R-2S	R-3
Minimum Lot Area Requirement – One-Family Detached Dwelling	10,000 feet ¹	8,000 feet	6,000 feet	4,000 feet	4,000 feet
Minimum Lot Area Requirement – Two-Family Detached Dwelling	N/A	N/A	10,000 feet	7,000 feet	7,000 feet
Minimum Lot Area Requirement – One-Family Attached Dwellings	N/A	N/A	N/A	3,000 feet	3,000 feet
Maximum Density – Multifamily Dwellings (Units/Square Foot)	N/A	N/A	N/A	N/A	1:3,000
Minimum Lot Width – One-Family Detached Dwelling	90 feet	70 feet	50 feet	42 feet	42 feet
Minimum Lot Width – Two-Family Detached Dwelling	N/A	N/A	70 feet	64 feet	64 feet
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	30 feet	30 feet
Average Lot Size Requirement ²	12,000	10,000	None	None	None
Minimum Front Yard Setback ³	20 feet	20 feet	20 feet	15 feet/18 feet ⁴	20 feet ^{6,10}
Minimum Side Yard Setback	10 feet	10 feet	6 feet	6 feet ⁵	^{6,10}
Minimum Alley/Private Access Easement Setback	6 feet	6 feet	6 feet	6 feet	6 feet
Minimum Rear Yard Setback	25 feet	25 feet	25 feet	20 feet/3 feet ⁷	25 feet ^{6,10}
Maximum Lot Coverage ⁸	40%	40%	40%	50%	33%/45% ^{9,10}
Maximum Building Height – Main Building	30 feet	30 feet	30 feet	30 feet	40 feet ¹⁰
Maximum Building Height – Detached Accessory Buildings ¹¹	16 feet	16 feet	16 feet	16 feet	16 feet

1. The minimum lot size in existing residential neighborhoods shall be based on the mean average lot size of existing platted R-1-12 lots within a radius of 500 feet of the property proposed for subdivision.

However, in no case shall the minimum lot requirement exceed 12,000 square feet, nor be less than 10,000 square feet.

2. Minimum average lot area per subdivision, exclusive of the area of streets and lots designated for nonresidential uses. In calculating average lot size, at least 35 percent of all lots shall be larger than the average lot size requirement.

3. Front yard setbacks are required from all street rights-of-way adjoining a lot as shown in the table above, except as follows:

a. In single-family residence districts and in R-2 and R-3 districts where more than 50 percent of the normal or average-size lots in a block fronting on one side of the street are developed with existing buildings, other than accessory buildings, with front yard setbacks less than that required for the district, a new single-family or duplex dwelling shall adopt a minimum front yard setback dimension which is the average of the setbacks of the buildings on the two adjoining lots, existing prior to July 22, 1960, but in no case shall this dimension be less than 15 feet nor need it exceed 30 feet.

b. Residential Districts. In any R district, or any combination therewith, on any corner lot where there is provided a side yard along the interior side lot line at least equal in width to the minimum depth of the rear yard required for the district, the main building may encroach upon the required rear yard up to a line where the remaining rear yard is no less in depth than the minimum width of the side yard required for the district. No accessory buildings may be located in said side yard, except a patio shelter enclosed on no more than two sides by walls or other enclosures and in conformity with the other provisions of this title.

c. The flanking frontage or nonaddress front yard of a corner lot may reduce the front yard setback of said frontage to 15 feet; see diagram below.

4. Front yards shall not be less than 15 feet in front of living areas, up to a maximum of 55 percent of the front lot line, and not less than 18 feet in front of all other areas.

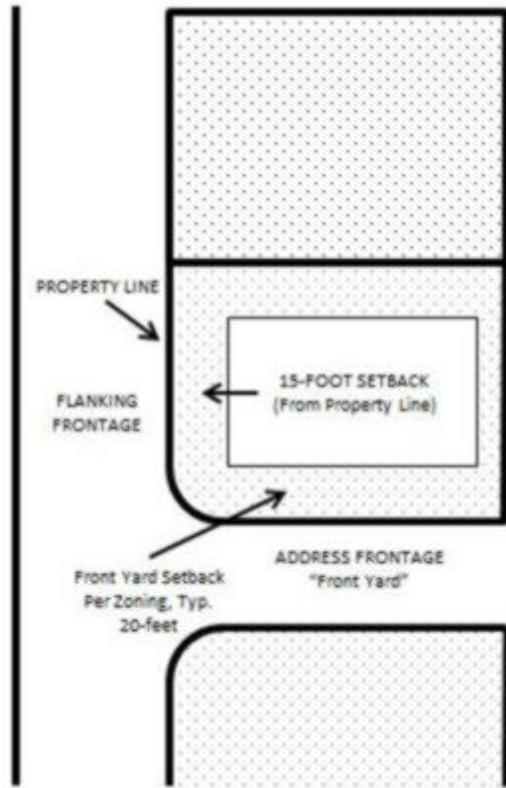
5. Detached one-family or detached two-family dwellings shall have two side yards with each side yard having a width of not less than six feet. A nonattached side of an attached one-family dwelling shall have a side yard having a width of not less than six feet.

6. For multiple-family dwellings and other allowable uses other than one-family attached and one-family and two-family detached dwellings, front yards shall be 20 feet, side yards shall be equal to one foot of side yard for each three feet or portion thereof of building height, and rear yards shall be 25 feet, except as required by RMC [23.18.020\(B\)](#) when multifamily development is located adjacent to a single-family residential zoning district or development.

7. Rear yards shall be not less than 20 feet in back of living areas and three feet in back of garages or carports up to a maximum of 60 percent of the rear lot line for the garage or carport portion of the rear yard.

8. Lot coverage includes all buildings, including accessory buildings or structures on any lot in a residential district, exclusive of patios without roof coverings or patios with only open lattice or similar type roof construction.

9. Buildings in an R-3 district shall cover not more than 33 percent of the area of the lot except one-family attached dwellings, which may cover up to 45 percent of the area of the lot.
10. Setbacks, building heights, and lot coverage requirements for one-family attached, one-family detached and two-family detached dwellings in the R-3 zoning district shall be the same as those set forth for development in the R-2S zoning district.
11. Detached accessory structures built pursuant to the setback provisions of RMC [23.38.020](#) are limited to one story.



[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 20-10 § 1.01; amended during 2011 recodification; Ord. 14-11 § 1.01; Ord. 32-11 § 3; Ord. 20-14 § 1.01].

23.18.050 Parking standards for residential use districts.

Off-street parking space shall be provided in all residential zones in compliance with the requirements of Chapter [23.54](#) RMC. [Ord. 28-05 § 1.02].

SITE PHOTOS — North Stone Richland Rezone File No. Z2015-110



Not to Scale
Source: Google Street View

From SR 240 Looking South

SITE PHOTOS — North Stone Richland Rezone File No. Z2015-110



Not to Scale
Source: Google Street View

From River Park Drive Looking North

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

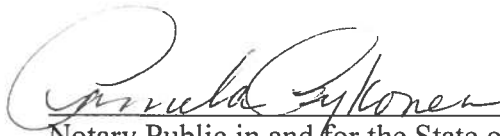
COMES NOW, Rick Simon, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 8th day of September, 2015, I mailed a copy of the attached NOTICE OF APPLICATION and PUBLIC HEARING, File No. Z2015-110, to the attached list of individuals via REGULAR US mail on the date indicated above.



Print Name: RICK SIMON

SIGNED AND SWORN to before me this 15th day of September, 2015 by
RICK SIMON



Notary Public in and for the State of Washington,
Residing at Pasco, WA 99301
My appointment expires: 9-15-18

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Rick Simon**, who, being first duly sworn upon oath deposes and says:

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

2. On the 9th day of September, 2015, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2015-110 on the property at:

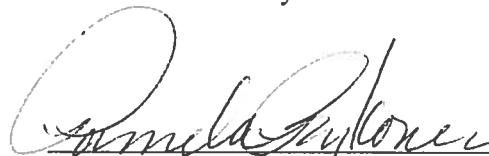
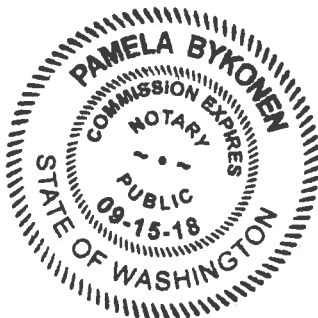
EAST END OF RIVERPARK DRIVE, RICHLAND

PIN # 1-2908-100-0003-003
1-2908-200-0004-000



Print Name: Rick Simon

SIGNED AND SWORN to before me this 18TH day of SEPTEMBER, 2015 by RICK SIMON.



Notary Public in and for the State of Washington,
Residing at PASCO, WA 99301
My appointment expires: 9-15-18

CITY OF RICHLAND

NOTICE OF APPLICATION

AND PUBLIC HEARING (Z2015-110)

Notice is hereby given that North Stone Richland, LLC, on August 28, 2015, filed application to change zoning on a 35-acre property from R-2 Medium Density Residential and R-3 Multi-Family Residential zoning to R2-S Medium Density Small Lot on property located west of Maidstone Street, north of the 12th fairway and south of the 3rd fairway of the Horn Rapids Gold Course.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Avenue, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or e-mailed to rsimon@ci.richland.wa.us.

On Thursday, September 24, 2015, the Richland Hearing Examiner will conduct a public hearing and review of the application at 6:00 p.m. in the Council Chamber at the Richland City Hall, 505 Swift Boulevard. All interested parties are invited to attend and give testimony at the public hearing.

The proposed application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulation Administration and RMC Title 23 Zoning. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Development Services Division at the above referenced address with questions related to the available appeal process.

Rick Simon,
Development Services Manager





LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
450543	0001891316	PHN: ZC2015-108		\$39.55	1	16

Attention: Marcia Hopkins

RICHLAND CITY OF/LEGALS
PO BOX 190, MS #11
RICHLAND, WA 99352

City of Richland
Notice of Public Hearing
File No: ZC2015-108 Proponent: Doug
Perry Proposal: Amendment to zoning
code provisions pertaining to ease restric-
tions governing residential development
within the Business Research Park zone.
Hearing: Before the Richland Planning
Commission on Wednesday, August 26,
2015 at 7:00 p.m. in the Council Cham-
bers, Richland City Hall, 505 Swift Boule-
vard. Contact: Rick Simon, Development
Services Manager, PO Box 190, MS 35,
Richland, WA 99352 or rsimon@ci.richlan-
d.wa.us
#1891316 8, 9, 2015

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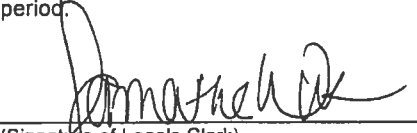
AFFIDAVIT OF PUBLICATION

COUNTY OF BENTON)

.SS

STATE OF WASHINGTON)

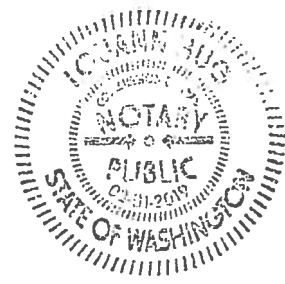
Samantha Wilder, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time(s) commencing on 08/09/2015, and ending on 08/09/2015, and that said newspaper was regularly distributed to its subscribers during all of this period.


(Signature of Legals Clerk)

SUBSCRIBED AND SWORN BEFORE ME
THIS 10th DAY OF August, 2015


Notary Public in and for the State of Washington
residing in Benton County

COMMISSION EXPIRES 3/1/2019



PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2015,
by and between the CITY OF RICHLAND and North Stone Richland, LLC (Petitioner).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by the North Stone Richland, LLC, (hereinafter "Petitioner") for a change of zone covering a 35-acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. _____.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from R2 – Medium Density Residential to R2-S - Single Family Residential Small Lot. Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be consistent with the proposed preliminary plat of x.
2. Residential development shall conform to the standards contained in the R2-S – Single Family Residential Small Lot zoning district as they exist now or are hereinafter amended; except that; only detached single family dwellings shall be permitted. No one-family attached dwellings or two-family detached dwellings shall be permitted within the x subdivision.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to

whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

Cindy Johnson
City Manager

North Stone Richland, LLC
Petitioner

APPROVED AS TO FORM:

Heather Kintzley

City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 75-15, Adopting 2015 Amendments to the Comprehensive Plan and Amending RMC Title 23: Zoning

Department:

Community & Development Services

Ordinance/Resolution Number:

75-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 75-15, Adopting 2015 Amendments to the Comprehensive Plan and Amending Title 23 of the Richland Municipal Code.

Summary:

Ordinance No. 75-15 has been prepared to approve the 2015 amendments to the City's Comprehensive Plan. It would provide for a change in the land use designation for a 3.6 acre site from Low Density Residential to Commercial and would add a new commercial land use policy that would read as follows:

In instances where a commercial zone change results in a commercial zoning boundary being adjacent to residentially zoned property, the commercial property owner shall be responsible for providing a buffer adequate to protect the adjacent residential property from the impacts created by commercial land use, including noise, glare, and traffic.

Council conducted a public hearing and gave first reading for Ordinance No. 75-15, at their regular meeting of November 17th. The Planning Commission also conducted a hearing on October 28th and recommended approval of the proposed amendments.

Fiscal Impact:

There is no fiscal impact to the City associated with the proposed comprehensive plan amendment.

Attachments:

1. Ordinance No. 75-15
2. Vicinity Map
3. Staff Report to the Planning Commission
4. Planning Commission Minutes

ORDINANCE NO. 75-15

AN ORDINANCE of the City of Richland adopting 2015 amendments to the Comprehensive Plan and amending Title 23 of the Richland Municipal Code.

WHEREAS, the City's existing Comprehensive Plan was last amended on November 18, 2014; and

WHEREAS, the City processed a request to amend the comprehensive plan initiated by Hayden Homes; and

WHEREAS, the Richland Planning Commission held a public hearing to review the proposed amendment to the comprehensive plan at its regular meeting held on October 28, 2015 and forwarded formal recommendations to the City Council for these proposed amendments to the comprehensive plan; and

WHEREAS, pursuant to the State Environmental Policy Act, the City completed its review of the proposed amendment and adopted a previous environmental determination of non-significance from 2014; and

WHEREAS, City staff completed an analysis of the proposed comprehensive plan amendment for compliance with the Growth Management Act; and

WHEREAS, the Richland City Council has considered all recommendations and reports submitted to it and held a public hearing on November 17, 2014; and

WHEREAS, it is hereby found to be in the best interest of the citizens of Richland that the amendment to the comprehensive plan in the form provided herein be adopted.

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

Section 1. The following Findings and Conclusions for the 2015 Comprehensive Plan Amendments form the basis for the adoption of the 2015 Comprehensive Plan as set forth in Sections 2 and 3 of this ordinance:

Amendment to the land use map changing the designation for a 3.6 acre site from Low Density Residential to Commercial on property located at the northwest corner of the intersection of Steptoe Street and Rachel Road:

1. The City of Richland Comprehensive Plan, adopted in 1997, currently designates the 3.6 acres that comprise the application as suitable for Low Density Residential development. The property is currently zoned AG - Agricultural.

2. The site is bounded by the Amon Wasteway to the west; Steptoe Street to the east, the future extension of Rachel Road to the south, a BPA easement to the northeast and a single family residential subdivision to the north.
3. Steptoe Street is designated a principal arterial and Center Parkway/Rachel Road is designated an arterial collector under the City's Functional Classification System Plan.
4. A 12" water main is located in the Steptoe Street right-of-way. Sewer is not present in the immediate area but is planned to be extended from the adjacent Clearwater Creek subdivision to serve the proposed development site. Utility systems have adequate capacity to serve commercial development.
5. Hayden Homes initially included the project as part of the Clearwater Creek subdivision proposal when they submitted the original application in 2013. The City conducted a phased environmental review and removed the commercial portion of the project from the initial environmental review of the Clearwater Creek subdivision. The City identified that additional information relating to traffic impacts was necessary. The City issued a Mitigated Determination of Non-Significance for the subdivision on March 4, 2013. Subsequently, the applicants submitted a new environmental checklist and a traffic impact analysis. Staff issued a Determination of Non-Significance for this portion of the project on September 3, 2014. The City adopted this DNS for the present application on July 29, 2015, completing the environmental review process required under the State Environmental Policy Act.
6. Significant growth within the City since the comprehensive plan was initially adopted in 1997 provides a basis for the plan amendment. Specifically, City population has increased 31% in that time period, with the majority of the growth occurring within South Richland.
7. The site is immediately adjacent to a future neighborhood retail center that is located south of the future Rachel Road extension.
8. The location of the site at the intersection of a principal arterial (Steptoe) and a collector arterial (Center Parkway/Rachel Road) is a logical location for commercial development.
9. The proposed plan amendment is consistent with and would further Land Use Policy No. 4 of Land Use Goal No. 4, which states, "*The City will endeavor to locate neighborhood oriented commercial land uses in Neighborhood Activity Centers.*"

10. A proposed policy amendment to the commercial land use goal is desirable to provide that adequate buffers will be established to protect the adjacent residential property. The existing masonry wall and the landscape buffer proposed by the applicants will also help to create an adequate buffer between the residential and commercial properties.
11. The location of the site bordered by the Amon Wasteway, a large BPA transmission easement, Steptoe Street and the future extension of Rachel Road will help to minimize the impacts of commercial uses on adjacent properties.
12. The analysis of the Growth Management Act requirements completed by staff identified that that the proposal would not be in conflict with the state growth management regulations.

Based on the above findings and conclusions, approval of the comprehensive plan amendment and zone change request would be in the best interest of the community of Richland.

Section 2. Section 23.01.030 of the Richland Municipal Code, as enacted by Ordinance No. 28-05 and last amended by Ordinance No. 39-14, is hereby amended to read as follows:

23.01.030 Plan Adopted

There is hereby adopted as a current and flexible guide to coordinate the public and private development of property and other resources of the city of Richland that certain comprehensive plan adopted by the Richland city council on October 6, 1997, and amended on December 14, 1998, December 7, 1999, December 19, 2000, October 16, 2001, December 2, 2002, December 3, 2003, December 7, 2004, December 6, 2005, December 19, 2006, December 4, 2007, December 2, 2008, November 17, 2009, August 3, 2010, November 16, 2010, November 27, 2012, November 19, 2013, November 18, 2014 and [December 1, 2015](#) which is on file with the city clerk and consists of maps, general goals and policies relating to economic development, land use, transportation, utilities, capital facilities and housing, and also establishes an urban growth area boundary land use plan map.

Section 3. Council directs the City Clerk to maintain the following amendments to the City of Richland's Comprehensive Plan as follows: Exhibit A – Amendment to the Land Use Map in the Land Use Element of the Plan for an approximately 3.6 acre site located at the northwest corner of the intersection of Steptoe Street and Rachel Road; Exhibit B – New Policy No. 5 under the Commercial Land Use Goal, all certified by the Clerk as true copies and to be retained as a permanent record.

Section 4. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

Section 5. If any section, sentence, clause or phrase of the amendments set forth in this Comprehensive Plan annual amendment ordinance should be timely challenged to any body or court with authority and jurisdiction to hear such a challenge, or if such amendment be determined to be invalid or unconstitutional, such challenge, invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause, phrase or amendment of this adopted annual comprehensive plan amendment ordinance.

PASSED by the City Council of the City of Richland on this 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 6, 2015

EXHIBIT A

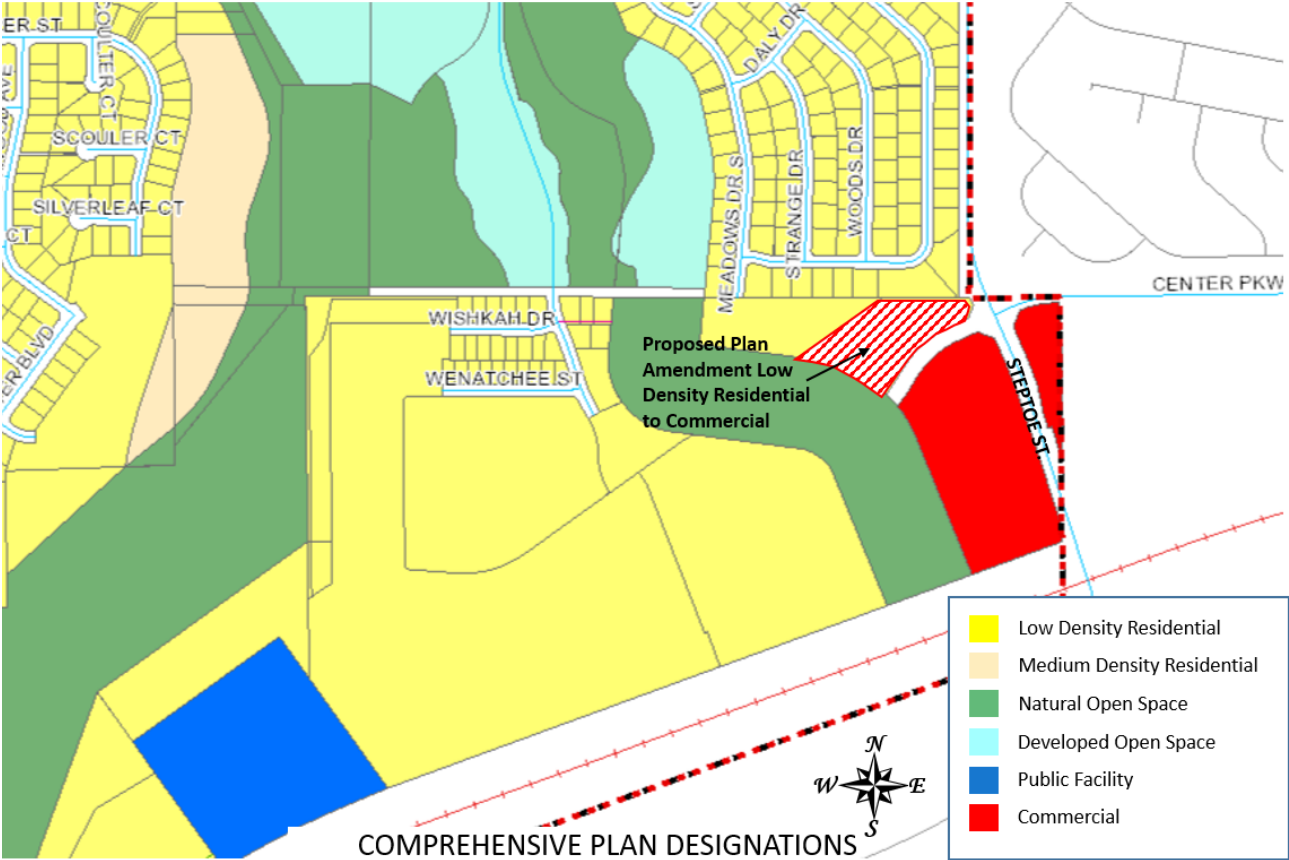


EXHIBIT B

Land Use Goal No. 3

The City will promote commercial growth and revitalization that serves residents and strengthens and expands the tax base.

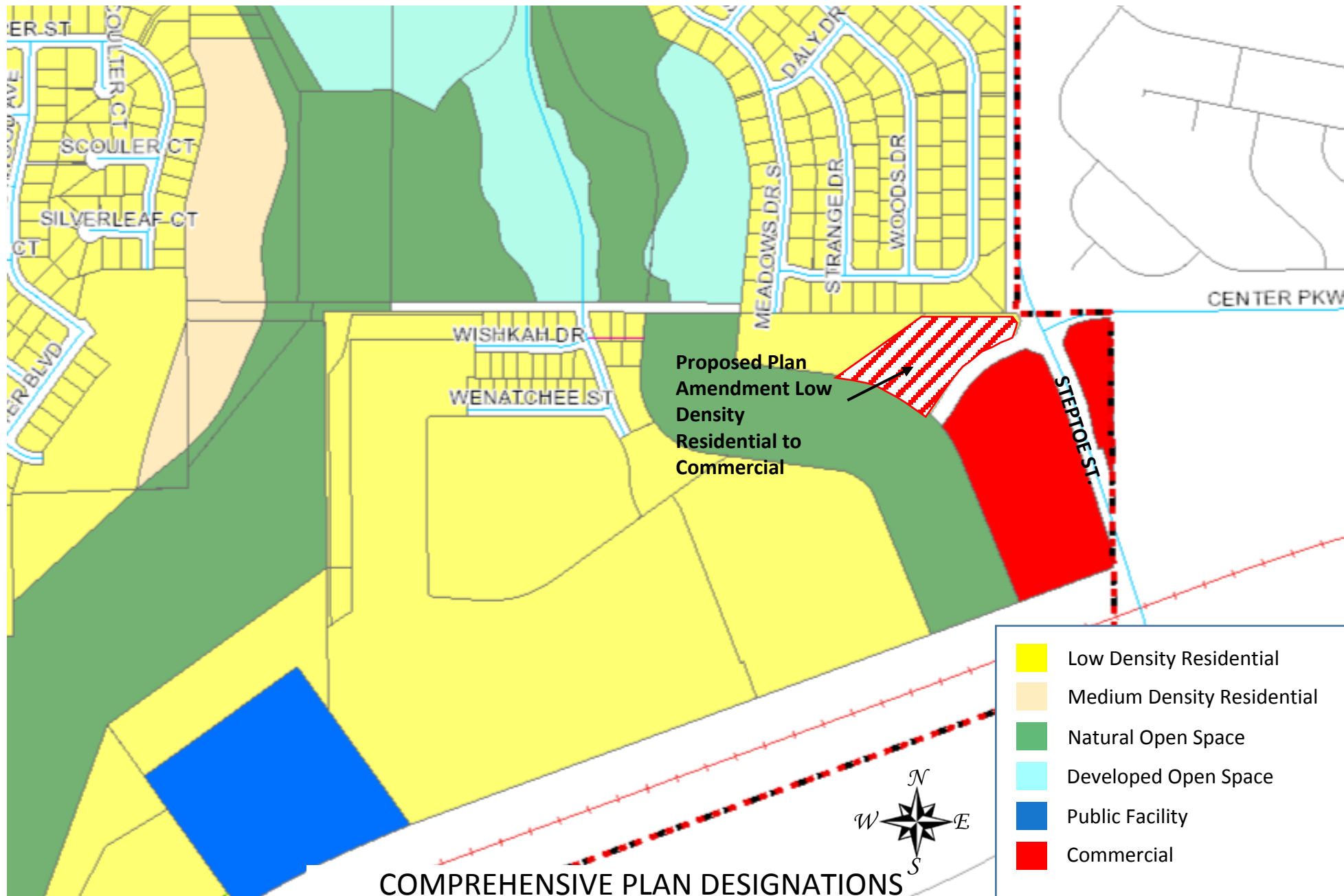
***Policy 1** – The City will accommodate all types of commercial land uses including retail and wholesale sales and services, and professional services.*

***Policy 2** – The City will create new land use and zoning designations to facilitate both new development and redevelopment where required to implement the City's goals.*

***Policy 3** - The City will work to develop an attractive Central Business District and to revitalize declining commercial areas.*

***Policy 4** – The City will endeavor to locate neighborhood oriented commercial land uses in Neighborhood Activity Centers.*

***Policy 5** – In instances where a commercial zone change results in a commercial zoning boundary being adjacent to residentially zoned property, the commercial property owner shall be responsible for providing a buffer adequate to protect the adjacent residential property from the impacts created by commercial land use, including noise, glare, and traffic.*



STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2015-109

PREPARED BY: RICK SIMON
HEARING DATE: OCTOBER 28, 2015

GENERAL INFORMATION:

APPLICANT: HAYDEN HOMES

REQUEST AMENDMENT TO THE LAND USE DESIGNATION MAP OF THE CITY COMPREHENSIVE PLAN, RECLASSIFYING 3.6 ACRES FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL

LOCATION: PROPERTY LOCATED WEST OF STEPTOE STREET, NORTH OF THE FUTURE EXTENSION OF RACHELL ROAD, EAST OF THE AMON WASTEWAY AND SOUTH OF THE PLAT OF THE HEIGHTS AT MEADOW SPRINGS.

REASON FOR REQUEST

Hayden Homes is requesting an amendment to the comprehensive plan map based upon its desire to develop the site with neighborhood commercial land uses.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for comprehensive plan amendment and zone change (Z2015-109) and submits that:

1. The City of Richland Comprehensive Plan, adopted in 1997, currently designates the 3.6 acres that comprise the application as suitable for Low Density Residential development. The property is currently zoned AG - Agricultural.
2. The site is bounded by the Amon Wasteway to the west; Steptoe Street to the east, the future extension of Rachel Road to the south, a BPA easement to the northeast and a single family residential subdivision to the north.
3. Steptoe Street is designated a principal arterial and Center Parkway/Rachel Road is designated an arterial collector under the City's Functional Classification System Plan.

4. A 12" water main is located in the Steptoe Street right-of-way. Sewer is not present in the immediate area but is planned to be extended from the adjacent Clearwater Creek subdivision to serve the proposed development site. Utility systems have adequate capacity to serve commercial development.
5. Hayden Homes initially included the project as part of the Clearwater Creek subdivision proposal when they submitted the original application in 2013. The City conducted a phased environmental review and removed the commercial portion of the project from the initial environmental review of the Clearwater Creek subdivision. The City identified that additional information relating to traffic impacts was necessary. The City issued a Mitigated Determination of Non-Significance for the subdivision on March 4, 2013. Subsequently, the applicants submitted a new environmental checklist and a traffic impact analysis. Staff issued a Determination of Non-Significance for this portion of the project on September 3, 2014. The City adopted this DNS for the present application on July 29, 2015, completing the environmental review process required under the State Environmental Policy Act.
6. Significant growth within in the City since the comprehensive plan was initially adopted in 1997 provides a basis for the plan amendment. Specifically, City population has increased 31% in that time period, with the majority of the growth occurring within South Richland.
7. The site is immediately adjacent to a future neighborhood retail center that is located south of the future Rachel Road extension.
8. The location of the site at the intersection of a principal arterial (Steptoe) and a collector arterial (Center Parkway/Rachel Road) is a logical location for commercial development.
9. The proposed plan amendment is consistent with and would further Land Use Policy #4 of Land Use Goal #4, which states that: *"The City will endeavor to locate neighborhood oriented commercial land uses in Neighborhood Activity Centers."*
10. A proposed policy amendment to the commercial land use goal is desirable to provide that adequate buffers will be established to protect the adjacent residential property. The existing masonry wall and the landscape buffer proposed by the applicants will also help to create an adequate buffer between the residential and commercial properties.
11. The location of the site bordered by the Amon Wasteway, a large BPA transmission easement, Steptoe Street and the future extension of Rachel

Road will help to minimize the impacts of commercial uses on adjacent properties.

12. The analysis of the Growth Management Act requirements completed by staff identified that that the proposal would not be in conflict with the state growth management regulations.
13. Based on the above findings and conclusions, approval of the comprehensive plan amendment and zone change request would be in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends that the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2015-109) and

- 1) Recommend approval of the request to amend the comprehensive plan designation for the 3.6 acre site, changing the land use designation from Low Density Residential to Commercial; and
- 2) Recommend adoption of a new land use policy #5, under the commercial land use goal requiring buffers to be established when commercial land directly abuts residential land.

EXHIBITS

1. Supplemental Information
2. Application Materials
3. Site Plan
4. Clearwater Creek Preliminary Plat Map
5. Original Public Hearing Notice
6. Updated Public Hearing Notice
7. 2014 Environmental Checklist
8. 2015 Environmental Checklist
9. 2014 Determination of Non-Significance (DNS)
10. 2015 Adoption of DNS
11. Traffic Impact Report
12. Comments from Kennewick Irrigation District
13. GMA Goals Analysis
14. Comprehensive Plan & Zoning Maps

SUPPLEMENTAL INFORMATION

DESCRIPTION OF PROPOSAL

Hayden Homes is requesting a comprehensive plan amendment to change the land use designation on 3.6 acres of property from low density residential to commercial. The property is located at the northwest quarter of the intersection of Center Boulevard/Rachel Road and Steptoe Street.

SURROUNDING ZONING AND LAND USE DESIGNATIONS

- North -** the site is bounded on the north by the plat of the Heights at Meadow Springs. This property is designated as Low Density Residential land under the comprehensive plan and is zoned R1-10 Single Family Residential. On the northwest, the site is part of the Clearwater Creek plat. It is also designated as Low Density Residential and is zoned R-2S Medium Density Residential Small Lot. A property use and development agreement in place restricts lot sizes in this location to 10,000 square feet minimum.
- East -** The intersection of Steptoe Street and Center Parkway/Rachel Road is located immediately east of the site. Property at the southeast quarter of that intersection is designated for commercial use and has been zoned C-1 Neighborhood Retail. It is presently vacant but a special use permit was approved earlier this year for a carwash and drive-thru coffee shop. Property at the northeast quarter of the intersection is within the City of Kennewick and is designated and developed with single family residential uses.
- South-** The southerly boundary of the site is formed by the future Rachel Road corridor. Property south of Rachel Road is designated for commercial use and is zoned C-1 Neighborhood Retail.
- West -** The westerly boundary of the site is designated for the extension of Meadows Drive South. It is also adjacent to the Kennewick Irrigation District easement. This property is both designated in the comprehensive plan and zoned for Natural Open Space.

SITE DATA

Size: – Approximately 3.6 acres.

Physical Features: The site contains a natural drainage way (Amon Wasteway) that forms the western boundary of the subject property. The Wasteway is used by the Kennewick Irrigation District for irrigation return flows within a 400 foot wide easement. The future extension of Meadows Drive to Rachel Road would also run along the western edge of the property. The site is also bounded by the future Rachel Road corridor along the southerly boundary and by a BPA easement along the northwest boundary of the property. All the property is undeveloped presently and slopes from east to west.

Utilities: All required utilities including water, sewer and electrical are available to serve the subject property, although sewer lines would have to be extended through the Clearwater Creek subdivision to reach the site.

PROJECT HISTORY

In 2013 Hayden Homes filed for and received approval of the Clearwater Creek preliminary plat, a 320 lot development that also included a site for a future elementary school and several large open space tracts. (Refer to the attached preliminary plat.) The project called for the extension of the Rachel Road corridor extending westward from Steptoe Street across the site and eventually to tie into Leslie Road. In 2014, Hayden Homes filed for an amendment to change the comprehensive plan and zoning designations on 12.2 acres located along the Steptoe Street corridor, just south of the subject site, from residential to commercial. That application was also approved.

PROCESS

An amendment to the comprehensive plan is considered a legislative action. The Planning Commission's role is to conduct a public hearing and forward a recommendation onto the City Council for final action. If the plan amendment is approved, the applicants can file a request for a change in zoning that would then be heard by the Hearing Examiner. The Examiner would conduct a hearing on the zoning application and would in turn forward his recommendation to City Council for final action. This is different from the process that the City used for previous plan amendments in which an applicant could apply for both an amendment to the comprehensive plan and a zone change and have both application reviewed simultaneously by the Commission. The current regulation, RMC 19.20.020(D) states:

Whenever an application involving a comprehensive plan amendment or other legislative action is filed with quasi-judicial actions such as applications for zoning reclassifications, special use permits, planned unit developments and/or preliminary plats, the application requiring legislative action shall first be completed as specified within this title. Following a final decision on the legislative action(s), the hearing examiner shall then consider the applications requiring quasi-judicial action.

COMPREHENSIVE PLAN

The Comprehensive Plan designates the site as Low Density Residential. This designation is intended for single family residences and anticipates an average density of 3.5 dwellings per acre, with a maximum density of 5 units/acre.

The proposed comprehensive plan designation of Commercial is described as follows:

"The commercial land use category includes a variety of retail, wholesale, and office uses. Within this category are professional business offices, hotels, motels, and related uses. It also includes a variety of retail and service uses oriented to serving residential neighborhoods, such as grocery stores, hardware supply and garden supply. Other commercial uses include automobile-related uses, and uses that normally require outdoor storage and display of goods. In transitional areas between more intensive commercial uses and lower density residential uses, high-density residential development may also be located within the Commercial designated areas."

There are also a variety of goal and policy statements in the comprehensive plan that may provide some direction in the evaluation of this application:

Land Use Goal #3 contained in the plan relates to commercial development. It states:
The City will promote commercial growth and revitalization that serves residents and strengthens and expands the tax base.

Policy 1 – *The City will accommodate all types of commercial land uses including retail and wholesale sales and services, and professional services.*

Policy 2 – *The City will create new land use and zoning designations to facilitate both new development and redevelopment where required to implement the City's goals.*

Policy 3 - *The City will work to develop an attractive Central Business District and to revitalize declining commercial areas.*

Policy 4 – *The City will endeavor to locate neighborhood oriented commercial land uses in Neighborhood Activity Centers.*

Land Use Goal #4 relates to residential development. It states:
The city will establish a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1 – The City will provide a balanced distribution of residential uses and densities throughout the urban growth area.

Policy 2 – The City will encourage residential densification through its land use regulations.

Policy 3 – The City will encourage innovative and non-traditional residential development through expanded use of planned unit developments, density bonuses and multi-use developments.

Policy 4 – The City will encourage conservation of lands identified as “Recreation Resource Conservation Areas” in the City’s Parks, Recreation Facilities and Open Space Master Plan, by allowing developers to increase densities on adjacent lands. Such projects should occur as Planned Unit Developments.

The Transportation Element of the plan calls for the extension of a collector road (Rachel Road) across the site in an east-west orientation.

ZONING DESCRIPTIONS

Existing Zoning

The site is zoned AG – Agricultural. Section 23.14.010 of the Richland Municipal Code) is as follows:

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

Proposed Zoning

The purpose of the Neighborhood Retail (C-1) zoning district (as specified in Section 23.22.010 of the Richland Municipal Code) is as follows:

The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the City that are designated Commercial under the City of Richland Comprehensive Plan.

A chart describing the uses permitted within the City’s various commercial zoning districts is attached.

ENVIRONMENTAL REVIEW

The applicant originally submitted an environmental checklist and studies relating to geo-hazards wetlands and habitat for the Clearwater Creek project. Following review of those materials, the City issued a Mitigated Determination of Non-Significance (MDNS). In 2014, the applicants submitted an environmental checklist and a traffic study for their proposed comprehensive plan amendment. The City issued a Determination of Non-Significance for that project. The applicant's current project, a change in the plan designation for the 3.6 acres is located immediately adjacent to the 12.2 acres that was designated as commercial land in 2014. Given the previous environmental work completed for the adjacent properties, the similarities between the 2014 comprehensive plan amendment and the current proposed plan amendment, the City required the preparation of a new traffic study to consider the traffic impacts of commercial development of the 3.6 acre site and adopted the 2014 DNS.

AGENCY & PUBLIC COMMENT

Both the Richland and Kennewick Public Works departments reviewed the traffic report and determined that the amendment to the comprehensive plan would not result in additional requirements for the improvement of Rachel Road.

Comments were also received from the Kennewick Irrigation District. A copy of their comments is attached.

The City received the following comments from area property owners:

Rebeca Montreuil of 2664 Tiger Lane sent in the following statement:

My first question is why Hayden Homes did not request that the land use designation on 3.6 acres from Low Density Residential to Commercial on property located west of Steptoe Street, south of the plat of the Heights at Meadow Springs, southeast of BPA transmission lines and north of the future extension of Rachel Road with their original submittal. This appears to be underhanded.

The Home Owners at Meadow Springs Heights paid a premium price for their land which backs up to the protected environmental area. Commercial property will bring noise, congestion, and bright lights. Who is going to reimburse us for the loss we are sure to encounter because we now back up to a commercial property.

The vote should be no.

When is Hayden Homes going to stop submitting these requests to turn the environmental property the city needs into commercial property?

J. Christopher Wilson submitted the following comment:

This is to inform you that we are vehemently opposed to the change in zoning for the North side of the future extension of Rachel Road. The north side of Rachel Road is

currently all residential and there is no need for any commercialization of this area. It would add additional noise from delivery vehicles and garbage pickup in an area that is directly adjacent to single family residential homes. This would result in a lowering of the property values in this area as a direct result of this zoning change. The Hayden Homes development is already going to result in the addition of thousands of cars to Steptoe, Bellerive Dr. and Rachel Road. Adding additional commercial development North of Rachel Road is not necessary or desired by anyone living in this area.
Thank you

ANALYSIS

In 2014, Hayden Homes applied to change the comprehensive plan designation for the 12 acres south of Rachel Road to a commercial land use designation. At that time, staff presented the following analysis:

The City should evaluate the changes that have occurred since the plan was first adopted to determine if circumstances have changed sufficiently to justify a change in the plan.

There have been significant changes in the City since the initial adoption of the comprehensive plan in 1997. Among them:

- The completion of Steptoe Street construction from Columbia Park Trail through the southerly boundary of the City to an arterial street standard;*
- Overall growth of the City from an estimated population of 36,550 in 1997 to an estimated population of 53,078 in 2015, an increase of 31%;*
- An increase in single family housing units of 4,781 since the 2000 census;*
- Of these new housing units constructed since 2000, approximately 2/3rds have been constructed in South Richland (South of the Yakima River).*

The purpose of the neighborhood retail zoning that has been requested is to serve the commercial needs of the adjacent neighborhoods (per Section 23.22.010). This is in contrast to other commercial zoning districts, namely C-2 and C-3 which are generally intended to serve the commercial needs of the wider community or region. The Commercial Limited Business zone is intended to serve as a transition between higher intensity commercial uses and residential uses and arguably could be said to serve neighborhood functions as well. Within South Richland (the area south of the Yakima River) there are a total of 71 acres of land that is zoned C-1 Neighborhood Retail and another 77 acres zoned C-LB – Limited Business. Of this acreage, 62% has been developed.

Beyond the total acreage of commercial lands is the distribution of the existing neighborhood commercial centers in South Richland. There are three primary centers. The first is located at the intersection of Leslie Road

and Gage Boulevard and extends along Keene Road. It is fully developed containing the Albertsons Grocery, Walgreens Pharmacy, Ace Hardware, as well as a number of strip mall businesses. The second center is located at Keene and Englewood and is now developing, containing Yoke's Fresh Market, Dutch Brothers Coffee, a dental clinic on the south side of Keene a strip mall and a proposed car wash. The third center is located along Keene Road and its intersection with Queensgate. It contains the Queensgate Village, a strip mall, gas station, and car wash. Beyond these centers, there is a 2 acre tract on the east end of Gage Boulevard that is developed with a strip mall. Additionally, there are vacant C-1 zoned parcels at the corner of Reata and Leslie Roads.

The 2014 analysis justified the creation of a new neighborhood commercial center in the southeast portion of the City. This request represents an expansion of this same center and would increase the total of C-1 zoned property in South Richland by 3.6 acres or 5%.

The development of the adjacent 320 lot Clearwater plat and Heights at Meadow Springs plat and the proximity of Kennewick neighborhoods east of Steptoe Street will create a local demand for commercial services and with the intersection of Steptoe Street and Center Parkway/Rachel Road immediately east of the site, ready access for future commercial development is provided. The site's frontage along the future Rachel Road and its proximity to the commercial property on the south of Rachel Road make the site a logical choice for expansion of this future commercial center.

Another important issue to consider is the impact of commercial development on the adjacent properties. The site is adjacent to the Amon Wasteway along its western boundary and so there are no adjacent residential properties that would be impacted. The intersection of Steptoe and Rachel Road is located immediately to the east and the site is bounded by Rachel Road and commercial property on the south. Along the northeastern boundary, there is an existing BPA easement; that at 120 feet in width, would provide a sufficient buffer to the residential uses in that vicinity. However, along the northern boundary of the site, the site directly abuts a lot in the adjacent plat of the Heights at Meadow Springs. The applicants have proposed installation of a 15 foot wide landscaped buffer in this area. Additionally, the residential developers have installed a six foot masonry fence along this property line.

The specific buffer requirements needed to protect the adjacent residential property are typically addressed during the zone change process. Since the zone change process is now separated from the plan amendment process, the Commission may want to consider the addition of some language into the plan that would direct the Hearing Examiner to consider appropriate buffer standards for the adjacent residential property. Staff recommends the adoption of a new policy 5 under Land Use Goal #3, relating to commercial development:

Policy 5 – *In instances where a commercial zone change results in a commercial zoning boundary being adjacent to residentially zoned property, the commercial property owner shall be responsible for providing a buffer adequate to protect the adjacent residential property from the impacts created by commercial land use, including noise, glare, and traffic.*

SUMMARY

Approval of the proposed comprehensive plan amendment would provide for a logical extension of a neighborhood retail center in a growing area that is not presently served with neighborhood commercial uses. Adoption of a new policy would provide a means for an appropriate buffer to protect the adjacent residential property.

PLS

ENGINEERING

**PETITION TO AMEND
COMPREHENSIVE PLAN
for
CLEARWATER CREEK**

Located in Richland, Benton County, WA
Located in a portion of Section 1, T8N, R28E, W.M.

Prepared for:

Hayden Homes
2464 SW Glacier Place, Suite 110
Redmond, OR 97756
Contact: Nathan Machiela
Ph. (509) 544-0858
e-mail: nmachiela@Hayden-Homes.com

Prepared by:

PLS Engineering
Consulting Engineers and Planners
Contact: Travis Johnson, PE
2008 C Street
Vancouver, WA 98663
(360) 944-6519
travis@plsengineering.com

APPLICATION FORM



Planning & Development Services Division • Long-Range Planning Section
840 Northgate Drive • Richland, WA 99352
General Information: 509/942-7794 • Fax: 509/942-7764

PETITION TO AMEND COMPREHENSIVE PLAN
(Including City Staff Comprehensive Plan Amendment Checklist)

Applicant or Sponsor <i>Hayden Homes</i>			
Address <i>2464 SW Glacier Pl, sk # 110</i>		City <i>Redmond</i>	State <i>OR</i> Zip <i>97756</i>
Phone Number <i>509-554-0858</i>	Fax Number	Other/E-Mail Address	
Engineer/Architect Information (if applicable)			
Engineer/Architect <i>Travis Johnson</i>		Registration/License Number <i>43929</i>	
Address <i>2008 C Street</i>		City <i>Vancouver</i>	State <i>WA</i> Zip <i>98663</i>
Phone Number <i>360-944-6519</i>	Fax Number <i>360-944-6539</i>	Other/E-Mail Address <i>Travis@plseengineering.com</i>	

Proposed Plan Amendment: Please indicate type of amendment and its location within the Comprehensive Plan:

- ☐ Text Amendment: Element _____ Section _____ Subsections _____
- ☒ Map Amendment: Element _____ Map Number *Figure LU-1*

Describe your Proposed Amendment (provide suggested new language): use additional sheets as necessary.

Describe why the amendment should be made and why it is in the public interest (e.g., correcting an error, improving consistency, addressing a need that is currently lacking, etc.)

Describe how the current language or map designation affects you or your property.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE.

DATED THIS 8th DAY OF JUNE, 2015.



Applicant's Signature

2464 SW GLACIER PL.

Address

REDMOND, OR 97756

City, State, Zip

509.554.0853

Phone

Applicant's Signature

Address

City, State, Zip

Phone

FOR OFFICE USE ONLY

Please provide the following with your Comprehensive Plan Amendment Application:

- ✓ Ownership Report from Title Company Listing Owners Within 300' of the subject property
- ✓ SEPA Checklist, if applicable
- ✓ Complete Legal Description of Affected Property
- ✓ Application Fee

Petition to Amend Comprehensive Plan

1. Describe the Proposed Amendment:

The purpose of this petition is to amend the City of Richland's Comprehensive Plan Mapping to change 3.6 acres of mapped area from Low Density Residential to Commercial. Concurrent with the proposed amendment the applicant is requesting a Change of Zone from Agriculture (AG) to Neighborhood Retail Business (C-1).

The site is a portion of a proposed master planned 320 lot subdivision known as Clearwater Creek. The southwest property abuts a 400' wide irrigation easement. The irrigation easement is proposed as an open space tract with the subdivision application. The southeast portion of the property will abut future Rachel Road. Across Rachel Road is existing commercial zoned property that went through a previous Comprehensive Plan Amendment by the applicant to change from low density residential to commercial. The northwest portion of the site borders a 70' wide BPA easement. Just past the BPA easement is property zoned medium density residential. To the north are existing residential homes and the applicant is proposing a 15' landscape buffer between the proposed commercial area and the existing homes to provide a physical and visual separation.

The area of the site proposed for commercial use is located in an area that will take advantage of the existing infrastructure network. The proposed amendment will encourage new development and serve existing and future residences with all types of commercial uses meeting the goals and policies of the City of Richland's Comprehensive Land Use Plan.

2. Describe why the amendment should be made and why it is in the public interest:

The site is within the southern city limits of Richland and in this general area of the City there are currently no commercial services to serve the nearby residential areas. As previously mentioned the site is a portion of a master planned development with a total of 320 residential lots proposed. The commercial zoning will help provide jobs to those residents and existing residents in the vicinity, will provide local opportunities for shopping helping to reduce dependence on the use of vehicles to attain basic services, and will promote commercial development to strengthen and expand the tax base.

This area of the site is also a logical location for commercial use as it is at the intersection of two arterial roadways (existing Steptoe Street and future Rachel Road).

3. Describe how the current map designation affects you or your property.

The Steptoe Street capital improvements project creates an arterial roadway connection between the City of Kennewick and the City of Richland and with the construction of the Clearwater Creek Subdivision there will be an additional arterial connection with Leslie Road and Rachel Road. Both Steptoe Street and Rachel Road bound the proposed commercial site and with the addition of 320 dwelling units to be constructed with the Clearwater Creek Subdivision there will be additional local demand for the types of businesses that Neighborhood Retail Business zoning will encourage.

The current Comprehensive Plan designation of Low Density Residential creates a conflict with the high volume arterial roadways that abut the site.

Located in a portion of Section 1, T8N, R28E, W.M.
City of Richland, Benton County, Washington



Applicant:
Hayden Homes, LLC
2464 SW Glacier Place, Suite 110
Redmond, OR 97756
Ph. (509) 544-0858
e-mail: nmachiela@hayden-homes.com

Project Engineer:
PLS Engineering
Travis Johnson
2008 C Street
Vancouver, WA 98663
Ph. (360) 944-6519
Fax (360) 944-6539
e-mail: travis@plsengineering.com

The parcel is currently zoned Agriculture. The comprehensive plan designation for the site is Low Density Residential (LDR), 0-5 units per acre.

The requested zoning is Neighborhood Retail Business.

Legal Description:
THAT PORTION OF PARCEL 3 OF THE RECORD OF SURVEY RECORDED IN VOLUME 1
OF SURVEYS AT PAGE 4525, LYING IN THE NORTHEAST QUARTER OF SECTION 1,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., LYING SOUTHERLY OF THE
BONNEVILLE POWER ADMINISTRATION EASEMENT, NORTHERLY OF THE AMON
WASTEWAY, WESTERLY OF STEPTOE STREET AND NORTHERLY OF PROPOSED
RACHEL ROAD, DESCRIBED AS FOLLOWS:

THENCE CONTINUING SOUTH 89°11'02" WEST ALONG SAID NORTHERLY LINE 5.29 FEET;
THENCE NORTH 89°47'09" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 385.65 FEET TO THE SOUTHERLY LINE OF SAID BONNEVILLE POWER ADMINISTRATION EASEMENT;
THENCE SOUTH 54°25'01" WEST ALONG SAID SOUTHERLY EASEMENT LINE 453.41 FEET TO THE NORTHERLY LINE OF SAID AMON WASTEWAY;
THENCE SOUTH 82°30'41" EAST ALONG SAID LINE 71.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 07°29'19" WEST 486.47 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 217.50 FEET THROUGH A CENTRAL ANGLE OF 25°37'00"; THENCE SOUTH 56°33'41" EAST ALONG SAID LINE 65.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 62°33'03" WEST 486.47 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 78.54 FEET THROUGH A CENTRAL ANGLE OF 01°05'30" TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT AND THE NORTHERLY LINE OF SAID PROPOSED RACHEL ROAD THE RADIUS POINT OF WHICH BEARS NORTH 51°42'14" WEST 469.90 FEET THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE 55.40 FEET THROUGH A CENTRAL ANGLE OF 06°45'13"; THENCE NORTH 31°32'36" EAST ALONG SAID LINE 84.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 58°27'24" EAST 480.00 FEET THENCE NORTHEASTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE 287.87 FEET THROUGH A CENTRAL ANGLE OF 34°21'45"; THENCE NORTH 58°09'15" EAST 48.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID STEPTOE STREET;
THENCE NORTH 65°42'11" EAST ALONG SAID LINE 34.15 FEET;
THENCE NORTH 20°34'42" EAST ALONG SAID LINE 39.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 66°01'58" EAST 1092.01 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE 33.84 FEET THROUGH A CENTRAL ANGLE OF 01°46'32" TO THE SAID TRUE POINT OF BEGINNING.

SEE EXHIBIT A

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

Comprehensive Plan Amendment & Zone Change Exhibit For: Charleston Creek

Clearwater Creek

Consulting Engineers & Planners | 2008 C Street, Vancouver

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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REVIEWS		
A	6/8/15	Submitted For Review
B		TGJ
1		
2		
3		
4		

Project No. 2291	
SCALE:	H: 1" = 40' V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG

1

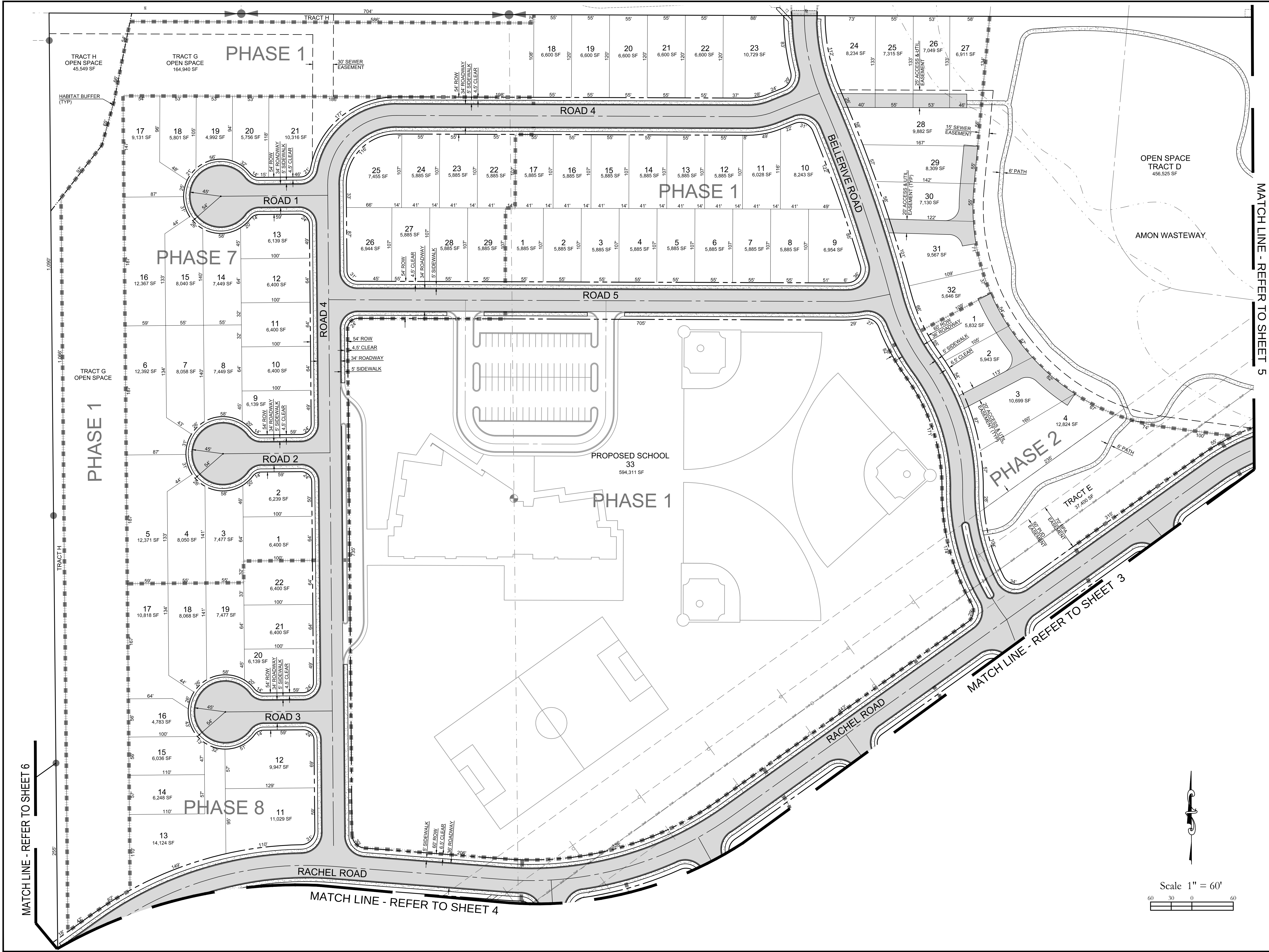
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Located in a portion of the Section 1, T8N, R28E, W.M.
City of Richland, Benton County, Washington

Phase 1: 32 Lots
Phase 2: 33 Lots
Phase 3: 30 Lots
Phase 4: 32 Lots
Phase 5: 26 Lots
Phase 6: 7 Lots
Phase 7: 26 Lots
Phase 8: 22 Lots
Phase 9: 29 Lots
Phase 10: 24 Lots
Phase 11: 21 Lots
Phase 12: 38 Lots

150	0	150

1
6



Preliminary Plat For:

Clearwater Creek

A Site Located In Clark Richland, Washington

Consulting Engineers & Planners

2008 C Street, Vancouver, WA 98663

PH (360) 944-6519

Fax (360) 944-6539

PLS ENGINEERING

Project No. 2291

SCALE: H: 1" = 60'

V: N/A

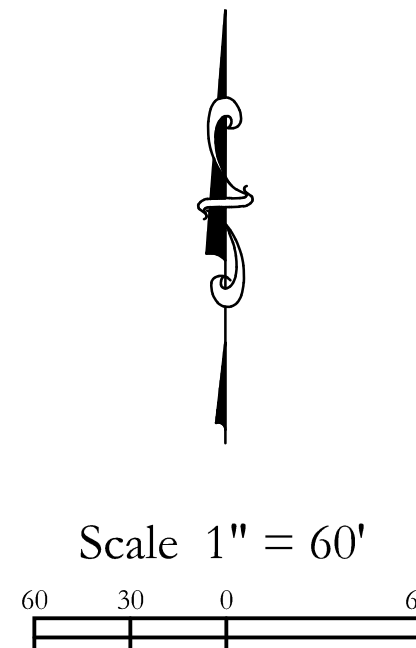
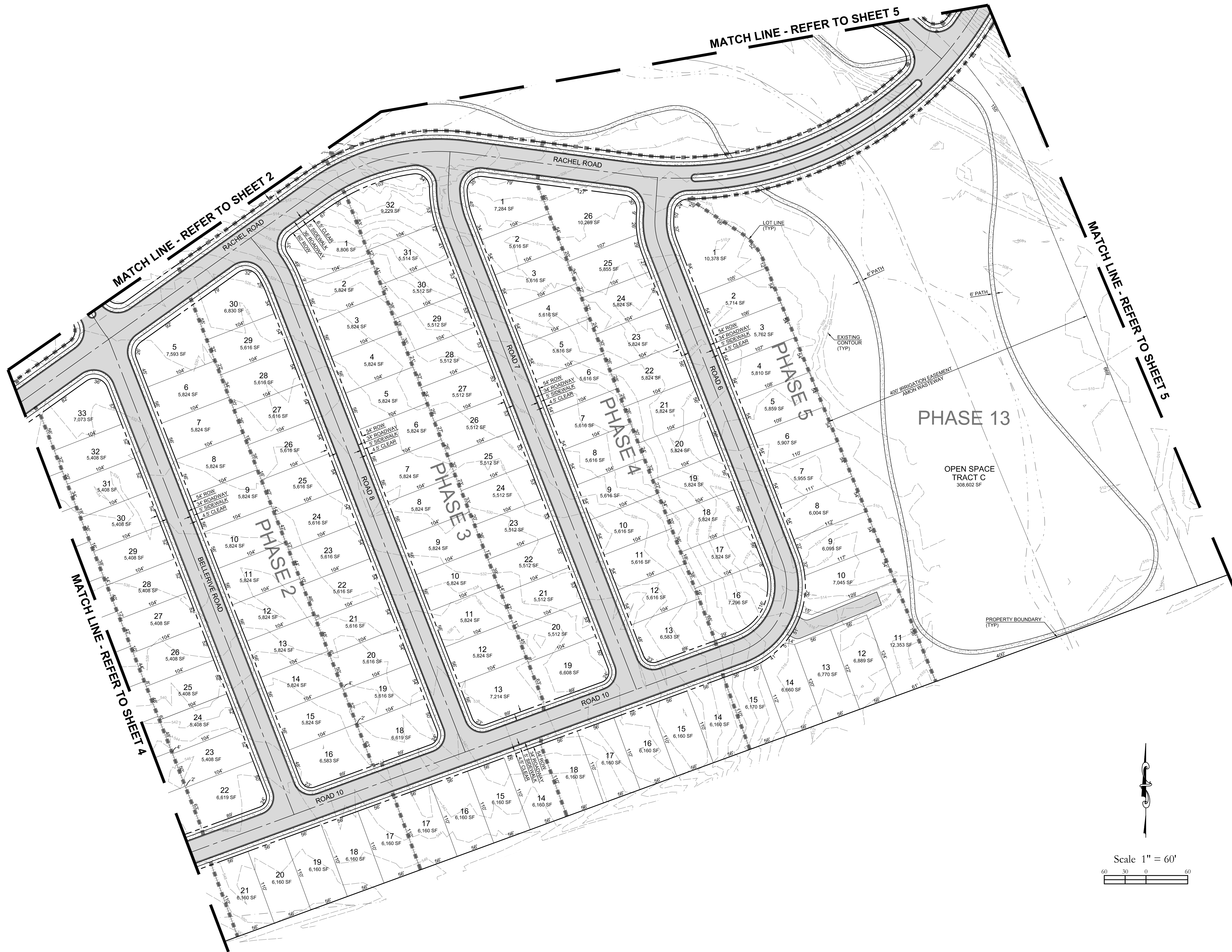
DESIGNED BY: TGT

DRAFTED BY: TGT

REVIEWED BY: AJG

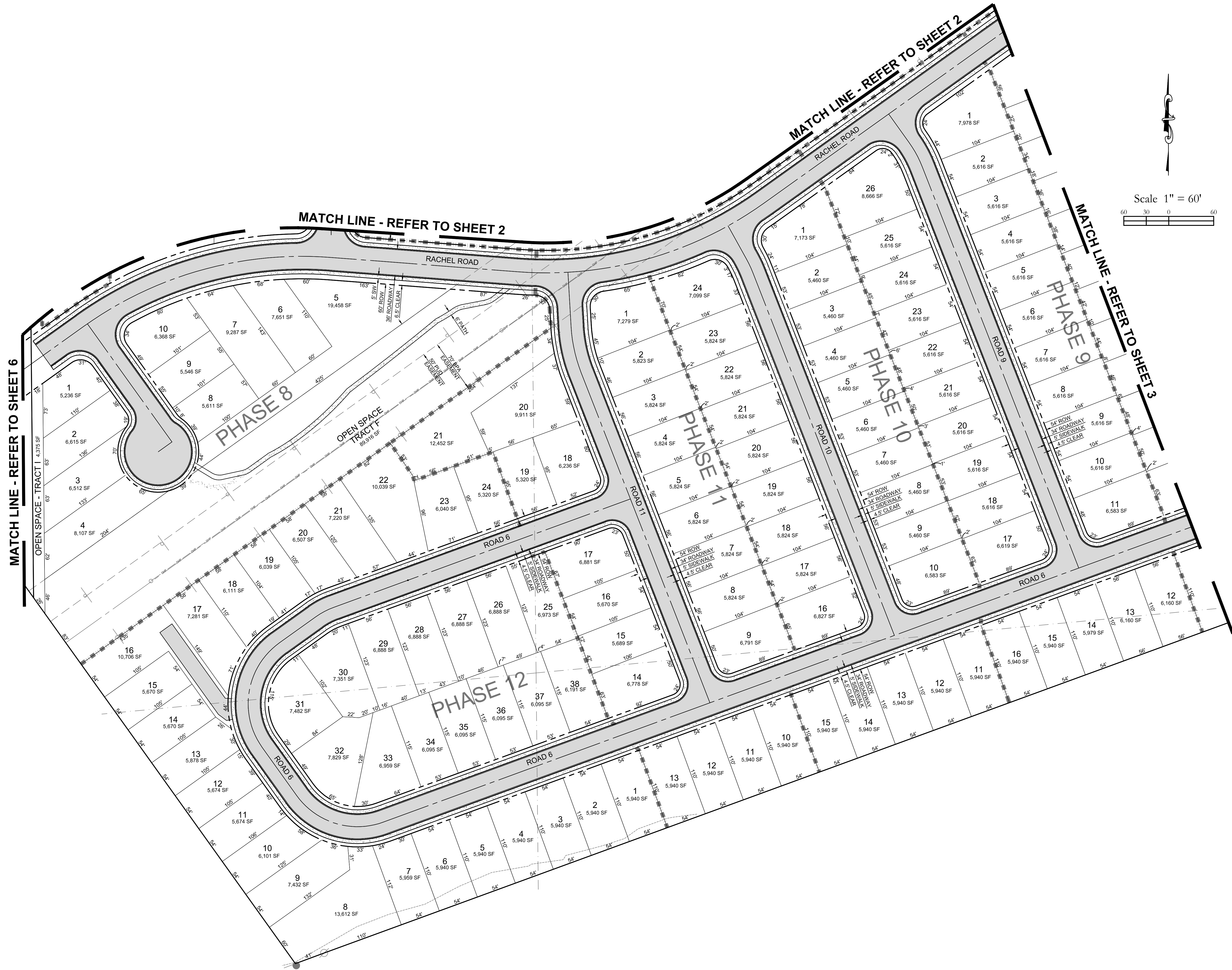
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6



Preliminary Plat
Clearwater Creek
A Site Located In Richland, Washington

Project No. 2291	
SCALE:	H: 1" = 60' V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG



Preliminary Plat For:

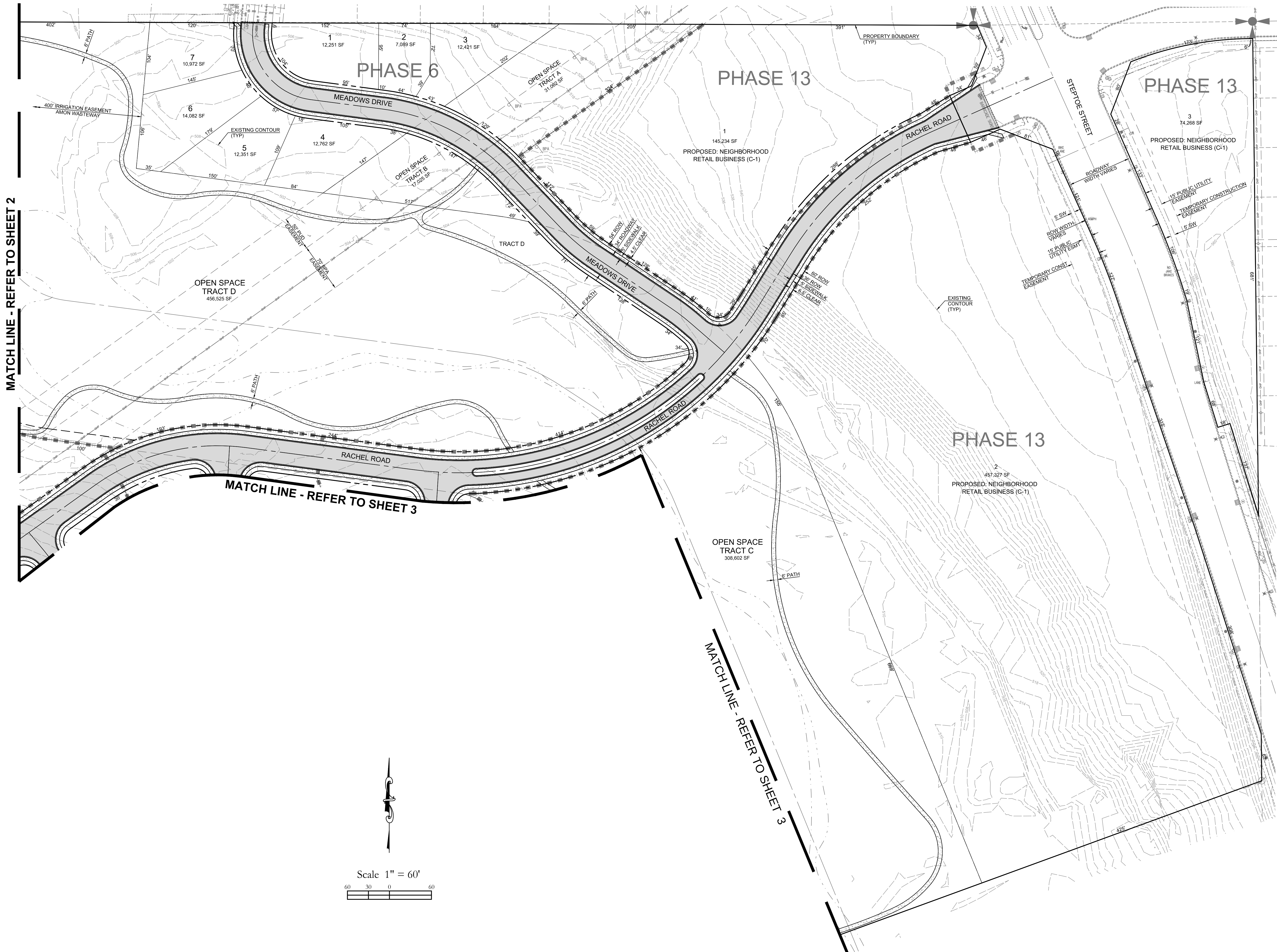
Clearwater Creek

A Site Located In Richland, Washington

Project No.	2291
SCALE:	H: 1" = 60' V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AGJ

4

6



MATCH LINE - REFER TO SHEET 2

MATCH LINE - REFER TO SHEET 3

MATCH LINE - REFER TO SHEET 3



Scale 1" = 60'

Preliminary Plat For:

Clearwater Creek

A Site Located In Richland, Washington

Consulting Engineers & Planners

2008 C Street, Vancouver, WA 98663

PH (360) 944-6519

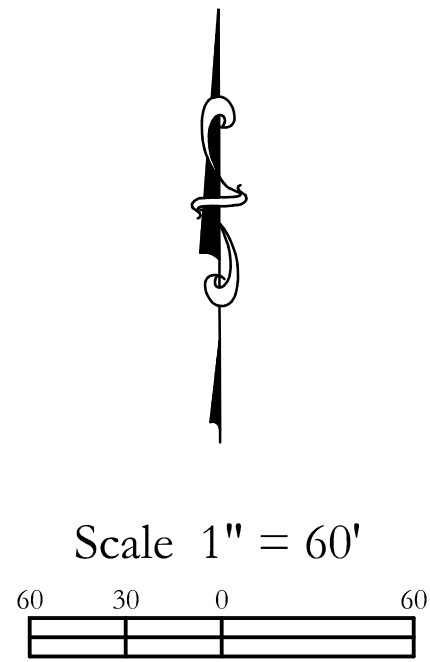
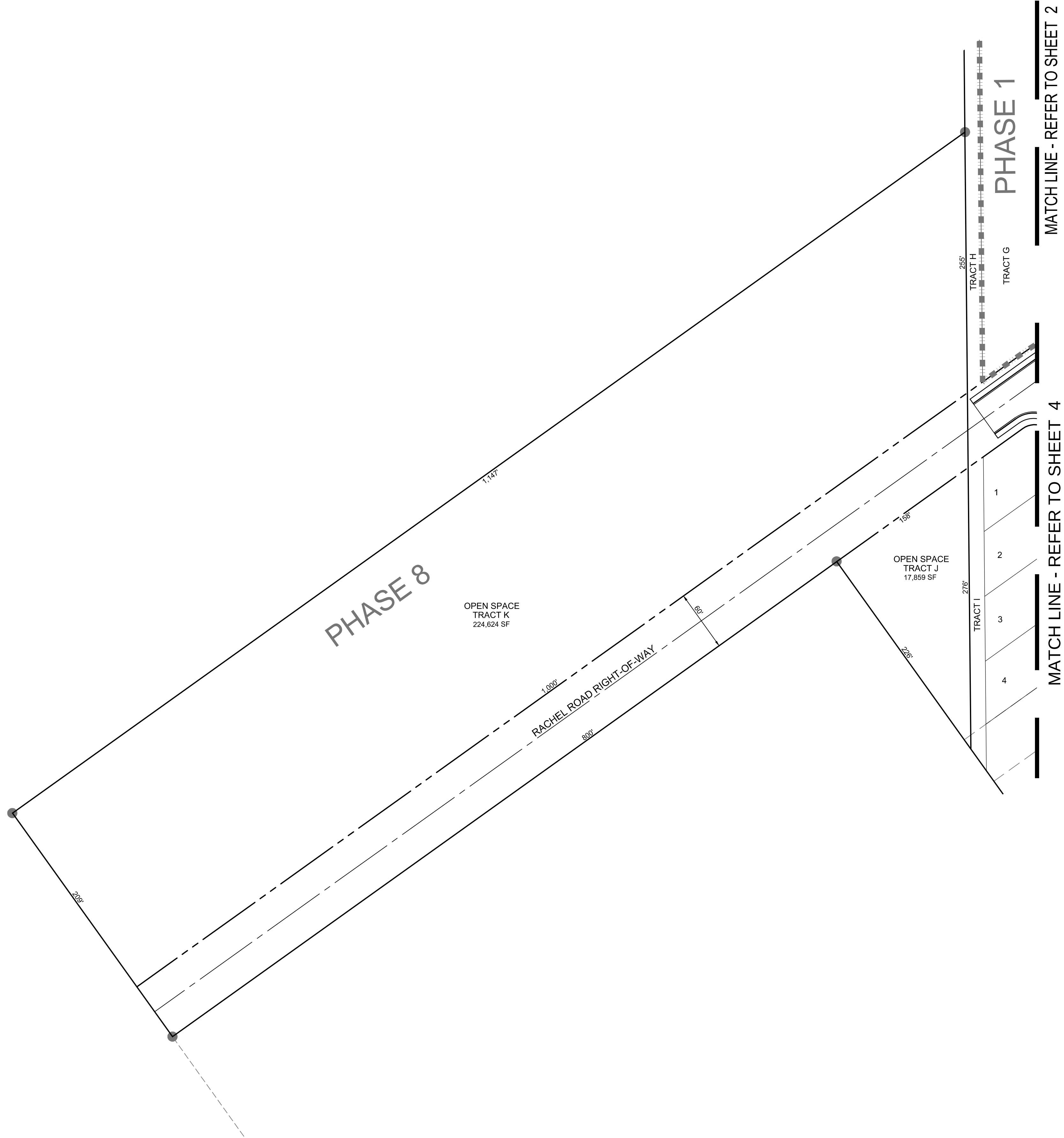
Fax (360) 944-6539

PLS ENGINEERING

Project No. 2291	
SCALE:	H: 1" = 60' V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG

5

6



Preliminary Plat For:

Clearwater Creek

A Site Located In Richland, Washington

Project No. 2291	
SCALE:	H: 1" = 60'
	V: N/A
DESIGNED BY:	TGJ
DRAFTED BY:	TGJ
REVIEWED BY:	AJG

6

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NOTICE OF APPLICATION, PUBLIC HEARING & SEPA DETERMINATION

File No. Z2015-109

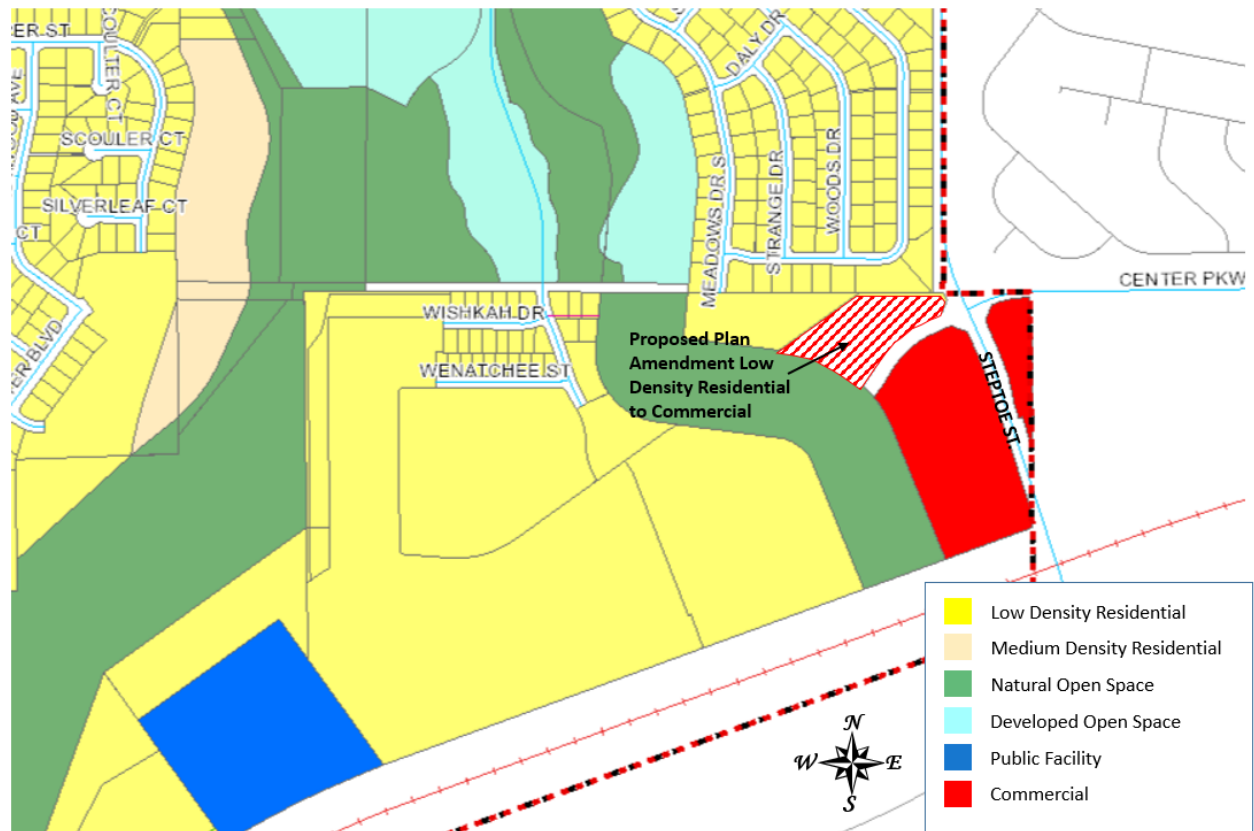
Notice is hereby given that the Richland Planning Commission will conduct a public hearing on August 26, 2015 at 7:00 p.m. in Council Chambers, Richland City Hall, 505 Swift Boulevard, Richland to consider the following proposed application for amendment to the City's adopted Comprehensive Plan:

Hayden Homes request to change the land use designation on 3.6 acres from Low Density Residential to Commercial on property located west of Steptoe Street, south of the plat of the Heights at Meadow Springs, southeast of BPA transmission lines and north of the future extension of Rachel Road. The application also includes a change in zoning proposed for this property from Agriculture to C-1 Neighborhood Commercial.

Any person desiring to express his or her views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to rsimon@ci.richland.wa.us. Written comments received no later than 5:00 p.m. on Tuesday, August 18, 2015 will be included in the staff report prepared for the Planning Commission. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available in the Development Services Office beginning Friday afternoon, August 21, 2015.

Notice is hereby given that the City of Richland on July 30, 2015 did adopt a previous Determination of Non-significance for the above referenced proposal in compliance with the State Environmental Policy Act (SEPA). The City has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21.030(2)(C). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days. Comments must be submitted by August 18, 2015. Comments should be submitted to Rick Simon at the address listed above.



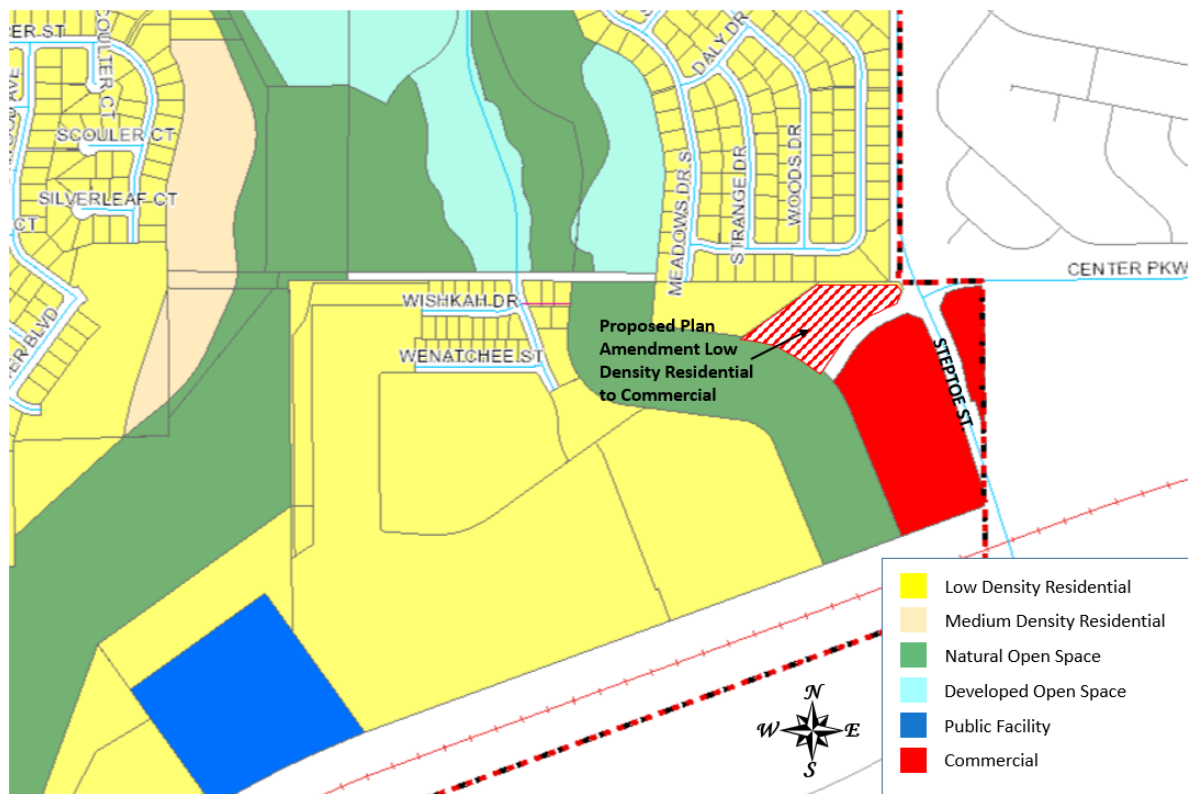


NOTICE OF PUBLIC HEARING

File No. Z2015-109

Notice is hereby given that the Richland Planning Commission will conduct a public hearing on October 28, 2015 at 7:00 p.m. in Council Chambers, Richland City Hall, 505 Swift Boulevard, Richland to consider the following proposed application for amendment to the City's adopted Comprehensive Plan:

Hayden Homes requests a change the land use designation on 3.6 acres from Low Density Residential to Commercial on property located west of Steptoe Street, south of the plat of the Heights at Meadow Springs, southeast of BPA transmission lines and north of the future extension of Rachel Road.



CITY OF RICHLAND
COMMUNITY & DEVELOPMENT SERVICES

File Number: _____

ENVIRONMENTAL CHECKLIST

PURPOSE OF CHECKLIST:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

INSTRUCTIONS FOR APPLICANTS:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really don't know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later. Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the City can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agencies to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

USE OF CHECKLIST FOR NONPROJECT PROPOSALS:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For non-project actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. Background

1. Name of proposed project, if applicable:

Clearwater Creek

2. Name of applicant:

Hayden Homes, LLC

3. Address and phone number of applicant and contact person:

*Nathan Machiela, Phone Number: 509-554-0858,
Address: 2464 SW Glacier Place, Suite 110
Redmond, OR 97756*

4. Date checklist prepared:

July 11, 2014

5. Agency requesting checklist:

City of Richland

6. Proposed timing or schedule (including phasing, if applicable):

There is no development or phasing proposed with this application. The application is an amendment to the City of Richland's Comprehensive Plan and a Change of Zone.

7. Do you have any plans for future additions, expansion, or further activity related to this proposal? If yes, explain.

None proposed at this time.

8. List any environmental information that has been or will be prepared related to this proposal.

There have been two separate critical areas assessments performed. One assessment by Biology Soil & Water Inc. (BSW) and another by PBS Engineering & Environmental (PBS). The assessment by BSW was summarized in a letter dated May 22, 2013 and states that there are no jurisdictional critical areas located on the site. PBS's assessment was summarized within a report dated November 4, 2013 and also determined that there are no jurisdictional critical areas on the site.

9. Are other applications pending for governmental approvals affecting the property covered by your proposal? If yes, please explain.

None known.

10. List any government approvals or permits needed for your proposal:

None known.

11. Give a brief, complete description of your proposal, including the proposed uses and size of the project and site. There are several questions addressed later in this checklist asking you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Petition to amend the City of Richland's Comprehensive Plan. This amendment is to change the mapping of 12.21 from Low Density Residential to Commercial. A Change of Zone is also being requested to Neighborhood Retail Business (C-1) for the 12.21 acres.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including street address, section, township, and range. If this proposal occurs over a wide area, please provide the range or boundaries of the site. Also, give a legal description, site plan, vicinity map, and topographic map. You are required to submit any plans required by the agency, but not required to submit duplicate maps or plans submitted with permit applications related to this checklist.

The site is located in a portion of Section 1, Township 8 North, Range 28 East of the Willamette Meridian. The site address is 3548 Leslie Road, Richland, Washington. Benton County mapping identifies the property as parcel number 101881000001000.

B. Environmental Elements

Agency use only

1. Earth

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____.

The site is hilly.

- b. What is the steepest slope on the site and the approximate percentage of the slope?

The steepest slope on the site is approximately 38%.

- c. What general types of soils are found on the site (e.g., clay, sand, gravel, peat, muck)? Please specify the classification of agricultural soils and note any prime farmland.

*Esquatzel Fine Sandy Loam (EsA)
Finley Stony Fine Sandy Loam (FfE)
Hezel Loamy Fine Sand (HeA & HeD)
Quincy Loamy Sand (QuD)
Warden Very Fine Loamy Sand (WfB2)*

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, please describe.

The City of Richland has mapped some portions of the site as Geological Hazard Areas (steep slopes) within the City of Richland Comprehensive Land Use Plan. A geotechnical site investigation which includes a geologic hazards assessment and critical areas report was completed for the entire site by GN Northern, Inc. and their findings were summarized in a report dated November of 2013.

The report states that upper portions of the site soils were found to be relatively loose and will require over-excavation and re-compaction to support structures. There are areas near the southern portion of the site where historic fill was placed for the railroad re-alignment that will require additional exploration. In summary the report states that native and proposed site slopes will remain stable and the risk posed by geologic hazards are considered negligible on this site.

- e. Describe the purpose, type, and approximate quantities of any filling or proposed grading. Also, indicate the source of fill.

Not applicable.

- f. Could erosion occur as a result of clearing, construction, or use? If so, please describe.

Not Applicable.

- g. What percentage of the site will be covered with impervious surfaces after the project construction (e.g., asphalt or buildings)?

Not Applicable.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth include:

Not Applicable.

2. Air

- a. What types of emissions to the air would result from this proposal (e.g., dust, automobile, odors, industrial wood smoke) during construction and after completion? Please describe and give approximate quantities.

Not Applicable.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, please describe.

No.

- c. Proposed measures to reduce or control emissions or other impacts to air:

Not Applicable.

3. Water

- a. Surface:

- 1) Is there any surface water body on or in the vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, and wetlands)? If yes, describe the type and provide names and into which stream or river it flows into.

There is an irrigation channel named Amon Wasteway that borders the west side of the site. Overflow irrigation water from the Kennewick Irrigation District is directed to the channel in the spring and summer. There is no hydrology within the channel during the fall or winter. Located approximately 2800 feet to the west is the West Fork Amon Creek which fed by springs throughout the year.

- 2) Will the project require any work within 200 feet of the described waters? If yes, please describe and attach available plans.

Not with this application.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No construction or development is proposed with this application.

- 4) Will the proposal require surface water withdrawals or diversions? Please provide description, purpose, and approximate quantities:

Not Applicable.

- 5) Does the proposal lie within a 100-year floodplain? If so, please note the location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground:

Agency use only

- 1) Will ground water be withdrawn, or will water be discharged to ground water? Please give description, purpose, and approximate quantities.

No.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources; (e.g., domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the size and number of the systems, houses to be served; or, the number of animals or humans the systems are expected to serve.

Not Applicable.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal. Include quantities, if known. Describe where water will flow, and if it will flow into other water.

Not Applicable.

- 2) Could waste materials enter ground or surface waters? If so, please describe.

Not Applicable.

- d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

Not Applicable.

4. Plants

- a. Check or circle types of vegetation found on the site

- Deciduous tree: alder, maple, aspen, ***other***
- Evergreen tree: fir, cedar, pine, other
- **Shrubs**
- **Grass**
- Pasture
- Crop or grain

- Wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- Water plants: water lily, eelgrass, milfoil, other
- Other types of vegetation

Agency use only

Based on the Biological Resources Report by PBS Engineering & Environmental dated November 4, 2013 specific species present at the site include big sagebrush, rabbitbrush, cheatgrass, common yarrow, Cymopterus terebinthinus, Western tansymustard, Gray rabbitbush, Spiny hopsage, & Tall tumblemustard.

Specific species noted within the same report present within the Amon Wasteway include Russian olive, Reed canary grass, Black cottonwood, Siberian elm, Thicket creeper, Russian knapweed, Indian Helm, Catnip, Narrow-leaf willow, and Willows.

- b. What kind and amount of vegetation will be removed or altered?

Not Applicable.

- c. List threatened or endangered species on or near the site.

No priority plant species were observed on the site during the biological review of the site.

- d. List proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site:

Not Applicable.

5. Animals

- a. Circle any birds and animals which have been observed on or near the site:

- Birds: hawk, heron, eagle, songbirds, other; - *See below*
- Mammals: deer, bear, elk, beaver, other; and, - *See below*
- Fish: bass, salmon, trout, herring, shellfish, other. - *See below*

Based upon the biological assessment done by BSW there are no salmon or steelhead within the Amon

Wasteway within the site's property boundary. There have been no other fish species observed on the site.

Agency use only

There have been restoration projects done to improve fish passage to the West Fork Amon Creek, but it is unknown what fish have been observed within this stream and no fish were documented by either BSW or PBS. The Tapteal Greenway Association notes that there are bass, salmon and trout within the West Fork Amon Creek, but these fish species have not been verified by a biologist in association with this project.

Types of birds observed near the site are songbird and hawks. The Columbia River Audubon Society has documented approximately 150 species of birds within the Amon Basin. Specific species of birds and their location are unknown. Burrowing owls are known to be in the vicinity of the subject property but no owls or identifiable burrows were found during PBS's visit to the site and the WDFW does not show presence on the subject property in their mapping..

During the site evaluation by PBS a number of black-tailed jackrabbits were observed. Based on comments received from the Tapteal Greenway there have been deer, beaver, coyote, American badger, river otters, mink and weasel on or near the site. Verification of these animals has not been observed by a biologist. The site also likely contains a variety of small mammals such as mice.

- b. List any threatened or endangered species known to be on or near the site.

There are no known threatened or endangered species located on the site based on a site assessment performed by PBS Engineering and Environmental and discussions with Mike Ritter from Washington Department Fish and Wildlife.

The Ferruginous hawk is listed by Washington State as a threatened species. The Washington Department of Fish and Wildlife indicates potential presence in the general area (within a few miles). None were observed on-site by PBS and the WDFW staff contacted by PBS thought breeding on this site was unlikely due to the proximity of urban development.

- c. Is the site part of a migration route? If so, please explain.

Agency use only

No specific migration route is known. However, the entire region is part of the Pacific Flyway.

- d. List proposed measures to preserve or enhance wildlife:

Not Applicable.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not Applicable.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, please describe.

Not Applicable.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts:

Not Applicable.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, please describe.

Not Applicable.

- 1) Describe special emergency services that might be required.

Not Applicable.

- 2) Proposed measures to reduce or control environmental health hazards, if any:

Not Applicable.

b. Noise

- 1) What types of noise exist in the area which may affect your project (e.g., traffic, equipment, operation, other)?

Not Applicable.

- 2) What types and levels of noise are associated with the project on a short-term or a long-term basis (e.g., traffic, construction, operation, other)? Indicate what hours the noise would come from the site.

Not Applicable.

- 3) Proposed measures to reduce or control noise impacts:

Not Applicable.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

The site is currently vacant and there is no specific use. The property to the south is a 400' railroad right-of-way with a rail line centered within the right-of-way. The eastern portion of the property is bisected by Steptoe Street, to the south is the 400' Amon Wasteway, and the North property will be bordered by future Rachel Road proposed with the Clearwater Creek Subdivision. A small portion on the east side of the site is bordered by existing residential homes.

- b. Has the site been used for agriculture? If so, please describe.

The applicant has no knowledge of agricultural use of the property.

- c. Describe any structures on the site.

There are no structures located on the site.

- d. Will any structures be demolished? If so, please describe.

No.

- e. What is the current zoning classification of the site?

Agricultural (AG)

- f. What is the current comprehensive plan designation of the site?

Low Density Residential (0-5 units per acre).

- g. What is the current shoreline master program designation of the site?

Not applicable.

- h. Has any part of the site been classified as an "environmentally sensitive" area? If so, please specify.

No areas on the site have been classified as an environmentally sensitive area.

- i. How many people would reside or work in the completed project?

Not Applicable.

- j. How many people would the completed project displace?

Not Applicable.

- k. Please list proposed measures to avoid or reduce displacement impacts:

Not applicable.

- l. List proposed measures to ensure the proposal is compatible with existing and projected land uses and plans:

The commercial portion of the site will provide a landscape buffer to provide physical and visual separation where it abuts the existing residential zone to the east. The remainder of the property boundary is bordered by arterial roadways, railroad and the Amon Wasteway.

9. Housing

Agency use only

- a. Approximately how many units would be provided? Indicate whether it's high, middle, or low-income housing.

Not Applicable.

- b. Approximately how many units, if any, would be eliminated? Indicate whether it's high, middle, or low-income housing.

Not Applicable.

- c. List proposed measures to reduce or control housing impacts:

Not Applicable.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas? What is proposed as the principal exterior building materials?

Not Applicable.

- b. What views in the immediate vicinity would be altered or obstructed?

Not Applicable.

- c. Proposed measures to reduce or control aesthetic impacts:

Not Applicable.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not Applicable.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not Applicable.

- c. What existing off-site sources of light or glare may affect your proposal?

Not Applicable.

- d. Proposed measures to reduce or control light and glare impacts:

Not Applicable.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Claybell Community Park borders the north property line of the site and the Amon Creek borders the west portion of the site and both provide recreational opportunities. Although the site is private property, it also appears it has been used for pedestrians, dog walkers, and off-road vehicles.

- b. Would the project displace any existing recreational uses? If so, please describe.

Not Applicable.

- c. Proposed measures to reduce or control impacts on recreation, including recreational opportunities to be provided by the project or applicant:

Not Applicable.

13. Historic and cultural preservation

- a. Are there any places or objects on or near the site which are listed or proposed for national, state, or local preservation registers. If so, please describe.

None known.

- b. Please describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

None known.

- c. Proposed measures to reduce or control impacts:

Agency use only

Not applicable.

14. Transportation

- a. Identify the public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Rachel Road borders the site to the north and Steptoe Street bisects the site, both are classified as arterials and can serve the site.

- b. Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

The closest public transit stop appears to be approximately 1 mile east of the project site at the intersection of N. Center Parkway and W. Deschutes Avenue.

- c. How many parking spaces would the completed project have? How many would the project eliminate?

Not Applicable.

- d. Will the proposal require new roads or streets, or improvements to existing roads or streets, not including driveways? If so, please describe and indicate whether it's public or private.

Not Applicable.

- e. Will the project use water, rail, or air transportation? If so, please describe.

Not Applicable.

- f. How many vehicular trips per day would be generated by the completed project? Indicate when peak traffic volumes would occur.

Not Applicable.

- g. Proposed measures to reduce or control transportation impacts:

Agency use only

Not Applicable.

15. Public services

- a. Would the project result in an increased need for public services (e.g., fire protection, police protection, health care, schools, other)? If so, please describe.

Not Applicable.

- b. Proposed measures to reduce or control direct impacts on public services:

Not Applicable.

16. Utilities

- a. Circle the utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on or near the site:

Not Applicable.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Date Submitted: 7-11-14

D. SEPA Supplemental sheet for non-project actions

Agency use only

Instructions:

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment. When answering these questions, be aware of the extent of the proposal and the types of activities likely to result from this proposal. Please respond briefly and in general terms.

1. How would the proposal increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Not Applicable.

Proposed measures to avoid or reduce such increases are:

Not Applicable.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Not Applicable.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Not Applicable.

3. How would the proposal be likely to deplete energy or natural resources?

Not Applicable.

Proposed measures to protect or conserve energy and natural resources are:

Not Applicable.

4. How would the proposal use or affect environmentally sensitive areas or those designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

There are no known sensitive areas on the subject property.

Agency use only

Proposed measures to protect such resources or to avoid or reduce impacts are:

No measures are necessary.

5. How would the proposal be likely to affect land and shoreline use? Will it allow or encourage land or shoreline uses incompatible with existing plans?

The site is not within a shoreline area.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not Applicable.

Proposed measures to reduce or respond to such demand(s) are:

Not Applicable.

7. Identify whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposal will not conflict with local, state, or federal laws or requirements for the protection of the environment.

SEPA ENVIRONMENTAL CHECKLIST

UPDATED 2014

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. background

1. Name of proposed project, if applicable:

Clearwater Creek Comprehensive Plan Amendment and Zone Change

2. Name of applicant:

Hayden Homes, LLC

3. Address and phone number of applicant and contact person:

Agency use only

*Nathan Machiela, Phone Number: 509-554-0858,
Address: 2464 SW Glacier Place, Suite 110
Redmond, OR 97756*

4. Date checklist prepared:

June 9, 2015

5. Agency requesting checklist:

City of Richland

6. Proposed timing or schedule (including phasing, if applicable):

There is no development or phasing proposed with this application. The application is an amendment to the City of Richland's Comprehensive Plan and a Change of Zone.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

None proposed at this time.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

There have been two separate critical areas assessments performed. One assessment by Biology Soil & Water Inc. (BSW) and another by PBS Engineering & Environmental (PBS). The assessment by BSW was summarized in a letter dated May 22, 2013 and states that there are no jurisdictional critical areas located on the site. PBS's assessment was summarized within a report dated November 4, 2013 and also determined that there are no jurisdictional critical areas on the site.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None known.

10. List any government approvals or permits that will be needed for your proposal, if known.

None known.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Petition to amend the City of Richland's Comprehensive Plan. This amendment is to change the mapping of 3.6 acres from Low Density Residential to Commercial. A Change of Zone is also being requested to Neighborhood Retail Business (C-1) for the 3.6 acres.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The site is located in a portion of Section 1, Township 8 North, Range 28 East of the Willamette Meridian. Benton County mapping identifies the property as parcel number 101881000001003.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site

(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____

The site is hilly.

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope on the site is approximately 38%.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

*Esquatzel Fine Sandy Loam (EsA)
Hezel Loamy Fine Sand (HeA & HeD)
Quincy Loamy Sand (QuD)*

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

The City of Richland has mapped some portions of the site as Geological Hazard Areas (steep slopes) within the City of Richland Comprehensive Land Use Plan. A geotechnical site investigation which includes a geologic hazards assessment and critical areas report was completed for the entire site by GN Northern, Inc. and their findings were summarized in a report dated November of 2013.

The report states that upper portions of the site soils were found to be relatively loose and will require over-excavation and re-compaction to support structures. There are portions of the site where historic fill was placed for the railroad re-alignment that will require additional exploration. In summary the report states that native and proposed site slopes will remain stable and the risk posed by geologic hazards are considered negligible on this site.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not applicable.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable.

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There is an irrigation channel named Amon Wasteway that borders the west side of the site. Overflow irrigation water from the Kennewick Irrigation District is directed to the channel in the spring and summer. There is no hydrology within the channel during the fall or winter. Located approximately 2800 feet to the west is the West Fork Amon Creek which fed by springs throughout the year.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No construction or development is proposed with this application.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not Applicable.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not Applicable.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not Applicable.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

Not Applicable.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not Applicable.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not Applicable.

4. Plants

- a. Check the types of vegetation found on the site:

_____deciduous tree: alder, maple, aspen, other

- ☐ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☐ pasture
☐ crop or grain
☐ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

Based on the Biological Resources Report by PBS Engineering & Environmental dated November 4, 2013 specific species present at the site include big sagebrush, rabbitbrush, cheatgrass, common yarrow, Cymopterus terebinthinus, Western tansymustard, Gray rabbitbush, Spiny hopsage, & Tall tumbledustard.

Specific species noted within the same report present within the Amon Wasteway include Russian olive, Reed canary grass, Black cottonwood, Siberian elm, Thicket creeper, Russian knapweed, Indian Helm, Catnip, Narrow-leaf willow, and Willows.

- b. What kind and amount of vegetation will be removed or altered?

Not Applicable.

- c. List threatened and endangered species known to be on or near the site.

No priority plant species were observed on the site during the biological review of the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not Applicable.

- e. List all noxious weeds and invasive species known to be on or near the site.

There are no known noxious weeds and invasive species.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other: *See Below*
 mammals: deer, bear, elk, beaver, other: *See Below*

fish: bass, salmon, trout, herring, shellfish, other. *See Below*

Based upon the biological assessment done by BSW there are no salmon or steelhead within the Amon Wasteway within the site's property boundary. There have been no other fish species observed on the site.

There have been restoration projects done to improve fish passage to the West Fork Amon Creek, but it is unknown what fish have been observed within this stream and no fish were documented by either BSW or PBS. The Tapteal Greenway Association notes that there are bass, salmon and trout within the West Fork Amon Creek, but these fish species have not been verified by a biologist in association with this project.

Types of birds observed near the site are songbird and hawks. The Columbia River Audubon Society has documented approximately 150 species of birds within the Amon Basin. Specific species of birds and their location are unknown. Burrowing owls are known to be in the vicinity of the subject property but no owls or identifiable burrows were found during PBS's visit to the site and the WDFW does not show presence on the subject property in their mapping..

During the site evaluation by PBS a number of black-tailed jackrabbits were observed. Based on comments received from the Tapteal Greenway there have been deer, beaver, coyote, American badger, river otters, mink and weasel on or near the site. Verification of these animals has not been observed by a biologist. The site also likely contains a variety of small mammals such as mice.

b. List any threatened and endangered species known to be on or near the site.

There are no known threatened or endangered species located on the site based on a site assessment performed by PBS Engineering and Environmental and discussions with Mike Ritter from Washington Department Fish and Wildlife.

The Ferruginous hawk is listed by Washington State as a threatened species. The Washington Department of Fish and Wildlife indicates potential presence in the general area (within a few miles). None were observed on-site by PBS and the WDFW staff contacted by PBS thought

breeding on this site was unlikely due to the proximity of urban development.

- c. Is the site part of a migration route? If so, explain.

No specific migration route is known. However, the entire region is part of the Pacific Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any:

Not Applicable.

- e. List any invasive animal species known to be on or near the site.

There are known invasive animal species on or near the site.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not Applicable.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not Applicable.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not Applicable.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Not Applicable.

- 1) Describe any known or possible contamination at the site from present or past uses.

There is no known present or past contamination at the site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable.

- 4) Describe special emergency services that might be required.

Not applicable.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not Applicable.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Not Applicable.

- 3) Proposed measures to reduce or control noise impacts, if any:

Not Applicable.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The site is currently vacant and there is no specific use. The property to the southeast has been rezoned to commercial and is currently vacant. The north side of the property borders residential homes and the northwest side borders a 70' BPA Easement. North of

the BPA easement is vacant land that is zoned medium density residential. To the southwest is the 400' Amon Wasteway.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The applicant has no knowledge of agricultural use of the property.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not applicable.

- c. Describe any structures on the site.

There are no structures located on the site.

- d. Will any structures be demolished? If so, what?

No.

- e. What is the current zoning classification of the site?

Agricultural (AG)

- f. What is the current comprehensive plan designation of the site?

Low Density Residential (0-5 units per acre).

- g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No areas on the site have been classified as an environmentally sensitive area.

- i. Approximately how many people would reside or work in the completed project?

Not applicable.

- j. Approximately how many people would the completed project displace?

Not applicable.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The commercial portion of the site will provide a landscape buffer to provide physical and visual separation where it abuts the existing residential zone to the east. The remainder of the property boundary is bordered by arterial roadways, BPA Easement and the Amon Wasteway.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Not applicable.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not applicable.

- c. Proposed measures to reduce or control housing impacts, if any:

Not applicable.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable.

- b. What views in the immediate vicinity would be altered or obstructed?

Not applicable.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Not applicable.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable.

- c. What existing off-site sources of light or glare may affect your proposal?

Not applicable.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Claybell Community Park is located just north of the site. Although the site is private property, it also appears it has been used for pedestrians, dog walkers, and off-road vehicles.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

Not applicable.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

No.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

The methods are proposed with this application.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Future Rachel Road borders the site to the southeast and there is a small section in the northeast corner of the site that borders Steptoe Street.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The closest public transit stop appears to be approximately 1 mile east of the project site at the intersection of N. Center Parkway and W. Deschutes Avenue.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not Applicable.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not Applicable.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Not Applicable.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not Applicable.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not Applicable.

- h. Proposed measures to reduce or control transportation impacts, if any:

Not Applicable.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Not Applicable.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

Not Applicable.

16. Utilities

- a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Not Applicable.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee _____

Position and Agency/Organization _____

Date Submitted: _____

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Not Applicable.

Proposed measures to avoid or reduce such increases are:

Not Applicable.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Not Applicable.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Not Applicable.

3. How would the proposal be likely to deplete energy or natural resources?

Not Applicable.

Proposed measures to protect or conserve energy and natural resources are:

Not Applicable.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

There are no known sensitive areas on the subject property.

Proposed measures to protect such resources or to avoid or reduce impacts are:

No measures are necessary.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The site is not within a shoreline area.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not Applicable.

Proposed measures to reduce or respond to such demand(s) are:

Not Applicable.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposal will not conflict with local, state, or federal laws or requirements for the protection of the environment.

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: Amendment to comprehensive plan to re-classify 12.2 acres from Low Density Residential to Commercial and a corresponding change in the zoning from Agricultural to C-1 Neighborhood Retail

Proponent: Hayden Homes

Location of Proposal: Adjacent to and west and east of Steptoe Street, south of Center Parkway.

Lead Agency City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- () There is no comment for the DNS.
- (X) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by September 22, 2014.
- () This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Rick Simon

Position/Title: Development Services Manager

Address: P.O. Box 190, Richland, WA 99352

Date: September 3, 2014

Signature _____



ADOPTION OF EXISTING ENVIRONMENTAL DOCUMENT

Adoption for X DNS EIS Other

Description of current proposal: Amendment to the Richland comprehensive plan to re-classify 3.6 acres from Low Density Residential to Commercial with a corresponding change in zoning from Agriculture to C-1 Neighborhood Retail.

Proponent Hayden Homes

Location of current proposal: Adjacent to and west of Steptoe Street, south of the plat of the Heights at Meadow Springs, north of the future extension of Rachel Road.

Title of document being adopted: Environmental Checklist and Determination of Non-Significance for the 2014 Comprehensive Plan Amendment to reclassify 12.2 acres from Low Density Residential to Commercial.

Agency that prepared document being adopted: City of Richland

Date adopted document was prepared: September 3, 2014

Description of document (or portion) being adopted: Determination of Non-Significance for the comprehensive plan amendment.

If the document being adopted has been challenged (WAC 197-11-630), please describe: Not applicable

The document is available to be read at (place/time) The City of Richland Planning and Development Services Office, 840 Northgate, Richland during the hours of 8:00 a.m. to 5:00 p.m. Monday-Friday.

We have identified and adopted this document as being appropriate for this proposal after independent review. The document meets our environmental review needs for the current proposal and will accompany the proposal to the decisionmaker.

Name of Agency adopted document: City of Richland

Responsible Official: Rick Simon Phone: 942-7596

Position/Title: Development Services Manager

Address: P.O. Box 190, Richland, WA 99352

Date: July 29, 2015 Signature:  _____

TRAFFIC ANALYSIS REPORT

FOR

CLEARWATER CREEK LOT #1

STEPTOE STREET & RACHEL ROAD

CITY OF RICHLAND

SUBMITTED BY



September 2015

Project 15-36

TRAFFIC ANALYSIS REPORT

FOR

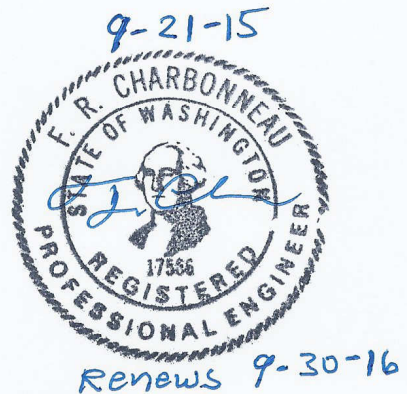
CLEARWATER CREEK LOT #1

STEPTOE STREET & RACHEL ROAD

CITY OF RICHLAND

Prepared By

CHARBONNEAU Engineering LLC



September 2015

Project 15-36

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INTRODUCTION

This traffic study has been prepared to document and evaluate the traffic operation and safety conditions associated with the Clearwater Creek Lot #1 development in Richland, Washington. Development of Clearwater Creek Lot #1 includes construction of 27,000 square feet of general retail space. The study area was defined as the surrounding neighborhood including the major intersection at Center Parkway and Steptoe Street. The site is located east of the Steptoe Street at Center Parkway intersection and north of the future extension of Rachel Road between Steptoe Street and Leslie Road. The location is highlighted on the vicinity map (Figure 'a') in the appendix.

STUDY AREA

In discussions with the City of Richland and City of Kennewick staff it was determined that the study needed to include analysis of the existing traffic conditions, year 2018 background, year 2018 total (build) traffic, and future year 2035 total traffic.

City staff confirmed that the study area for the Clearwater Creek Lot #1 shall include the signalized intersection of Steptoe Street at Center Parkway.

TRAFFIC ANALYSIS CONSIDERATIONS

A number of important elements were identified and considered in this study.

- Inventory and record pertinent information such as traffic control devices, circulation patterns, lane configuration, pedestrian & bicycle facilities, transit zones, parking conditions, and street characteristics.
- Incorporate historical traffic count data from a year 2014 traffic study and use as the basis for the existing PM peak traffic hour.
- Level of service (LOS) analysis of the study intersections to measure the approach delays for comparison to City standards.
- Document the requirements and standards for intersection sight distance at the site's proposed access location.
- Review of traffic crash data furnished by the Washington Department of Transportation (WSDOT) and determination of the intersection crash rate at the study intersection.
- Determination of the site trip generation using the latest version (9th edition, year 2012) of the ITE Trip Generation manual. Apply shopping center (ITE code #820) trip rates.
- Queuing analysis based on the 95th percentile queue length to determine queues at Steptoe Street & Center Parkway intersection.
- Obtain year 2020 & year 2030 volume data from Benton-Franklin Council of Governments transportation model for the future Rachel Road extension between Steptoe Street and Leslie Road.
- Consideration of current traffic circulation and previous studies in establishing the trip distribution.

SITE DESCRIPTION, STREETS, AND CRITICAL INTERSECTIONS

The Clearwater Creek Lot #1 site is located east of the intersection of Steptoe Street at Center Parkway and includes construction of 27,000 square feet of general retail space. Access to the site will be provided along the future extension of Rachel Road west of Steptoe Street. This street will ultimately connect to Leslie Road further to the west. The site plan is shown as Figure 'b'.

Sight distance from the proposed site access on Rachel Road will need to meet AASHTO's minimum sight distance standard based on the future posted speed. For example a posted speed of 35 MPH requires a sight distance of 390 feet. It is noted that Central Parkway east of Steptoe Street is posted at 35 MPH indicating the Rachel Road may also be signed at this speed.

Steptoe Street is a five-lane principal arterial with bike lanes and sidewalk and is posted at 40 MPH. In the future when Rachel Road is extended between Steptoe Street and Leslie Road there will be two westbound travel lanes with the curb lane serving as a right turn (drop lane) at Meadows Drive. There will be one travel lane in the eastbound direction.

The intersection with Center Parkway is signalized. It operates as a three-way configuration and will add a fourth leg (future Rachel Road) on the west side.

The existing and proposed lane configurations and traffic control are presented in Figure 'c' in the report's appendix.

TRAFFIC OPERATIONAL ANALYSIS

In order to evaluate traffic flow and delay in the area the study intersections were analyzed for level of service (LOS) conditions and safety. The intersections evaluated included Rachel Road at the future site access and Steptoe Street at Center Parkway/Rachel Road. LOS analyses were completed for the PM peak hour period for the following scenarios:

- Year 2015 Traffic
- Year 2018 Background Traffic
- Year 2018 Total Traffic
- Future Year 2035 Total Traffic

In order to perform the LOS analysis year 2014 PM peak hour historical counts were obtained from a previous study and used as the basis for establishing the year 2015 volumes. A traffic growth rate of 0.36%/year was applied as determined from the Benton-Franklin Council of Governments transportation model data and the year 2020 & 2030 projections. Figure 1 illustrates the year 2014 volume data for the weekday PM peak hour and Figure 2 shows the year 2015 PM peak hour volumes.

Figure 3 illustrates the future Rachel Road volumes provided by Benton-Franklin COG.

Figure 4 illustrates the in-process traffic that was established for Lot #2 (future 91,465 square feet of general retail space) and Lot #3 (future coffee w/drive-thru & automatic car wash). The associated in-process trip calculations are included in table format in the appendix. Background growth is comprised of the year 2015 traffic factored with the applicable traffic growth traffic rate (0.36%/year) covering a three year period. The background traffic volumes are illustrated in Figure 5.

Figure 6 depicts the pass-by traffic associated with Lot #2 & Lot #3.

For the planning year 2035 scenario another 20 years of traffic growth was added to the year 2015 background traffic scenario.

The 2018 total traffic (buildout) is the summation of background traffic volumes and site generated traffic. The peak hour volumes are presented in Figure 9. The year 2035 (build) traffic volumes are presented on Figure 10.

VEHICULAR TRIP GENERATION

Trip rates presented in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition (year 2012), were utilized to estimate the site's trip generation. The trip rates for shopping center ITE code #820 were used to estimate the daily and weekday peak hour trip generation of the entire Clearwater Creek Lot #1. Table 1 presents the trip generation estimate for the 27,000 square foot commercial center.

Table 1 Trip Generation Summary

ITE Land Use	Units (sq.ft.)	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Shopping Center (#820)	27,000							
Generation Rate ¹		42.70	0.96	62%	38%	3.73	48%	52%
Total Driveway Trips		1,153	26	16	10	101	48	53
Pass-By Rate ²						34%		
Pass-By Trips						34	16	18
New Site Trips		1,153	26	16	10	67	32	35

¹ Source: *Trip Generation*, 9th Edition, ITE, 2012, average rates.

² 34% based on *Trip Generation Handbook, 2nd Edition*, ITE, 2004.

Development of Clearwater Creek Lot #1 is expected to generate 1,153 daily trips, 26 AM peak hour trips, and 67 PM peak hour trips.

Trip distribution is based on existing traffic patterns, previous traffic studies, and engineering judgment. Figure 7 illustrates the trip distribution for the PM peak hour. Figure 8 illustrates the corresponding trip assignments.

CAPACITY ANALYSIS

Capacity analyses were performed to determine the levels of service for the weekday peak hour. Synchro version 9 software was used to determine the level of service for each scenario considered. The program is based on the year 2010 Highway Capacity Manual methodology. Table 2 summarizes the analysis results. Copies of the capacity analysis calculations are included in the appendix.

The City's level of service (LOS) performance standards documented in the Richland Transportation Plan require an intersection LOS 'D' or better for signalized locations and LOS 'E' or better at unsignalized intersections.

Table 2 Capacity Analysis Summary - PM Peak Hour

Intersection	Type of Control	Traffic Scenario															
		2015 Existing				2018 Background				2018 Total				2035 Future			
		Crit. Mov't	LOS	Delay	v/c	Crit. Mov't	LOS	Delay	v/c	Crit. Mov't	LOS	Delay	v/c	Crit. Mov't	LOS	Delay	v/c
Center Parkway & Steptoe Street	Signal	-	B	10.9	0.22	-	B	19.5	0.25	-	C	20.4	0.28	-	C	21.0	0.33
Site Access & Rachel Road	Two-way Stop	-	-	-	-	-	-	-	-	SB	C	19.4	0.19	SB	C	20.2	0.20

Notes: 2010 Highway Capacity Manual methodology used, Synchro v9. NB - Northbound, SB - Southbound, Crit. Mov't - Critical movement or critical approach.

As shown in Table 2 the signalized intersection at Steptoe Street and Center Parkway/Rachel Road will operate at LOS 'B' to LOS 'C' through the year 2035 future traffic scenario. The site's access on Rachel Road will operate at LOS 'C' through the year 2035 future traffic scenario. As a result the City's operational standards are met and no intersection improvements beyond those planned by the City are necessary in conjunction with the proposed development.

Generally, LOS 'A', 'B', 'C', and 'D' are desirable service levels ranging from no vehicle delays to average or longer than average delays in the peak hours. Level 'E' represents long delays indicating signalization warrants need to be reviewed and signals considered only if warrants are met. Level 'F' indicates that intersection improvements, such as widening and signalization, may be required. According to the Highway Capacity Manual (HCM), the following delay times are associated with the LOS at stop controlled unsignalized and signalized intersections.

Level of Service criteria defined in the Highway Capacity Manual.

Level of Service (LOS)	Unsignalized Control Stopped Delay (sec/veh)	Signalized Control Stopped Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤ 50	> 55 and ≤ 80
F	> 50	> 80

QUEUING ANALYSIS

Queue lengths at the study intersections on Steptoe Street at Center Parkway/Rachel Road and the site access at Rachel Road were taken from the year 2010 HCM analysis based on the Synchro v9 reports. The queue values represent the 95th percentile values. Copies of the reports are included in the appendix.

At the intersection of Steptoe Street and Center Parkway/Rachel Road the critical left turn approach queues were reviewed. For the southbound left turn movement 200 feet of storage is available and the queue is projected to reach approximately 175 feet in year 2035. The other left turn lane queues will not exceed 150 feet at this location.

At Rachel Road and the site access and the future Lot #2 (on south side of Rachel Road) intersection the northbound and southbound stop controlled approaches are not expected to experience queues of more than two to three vehicles through the year 2035 scenarios.

Copies of the Synchro LOS & queuing reports are included in the appendix.

SIGHT DISTANCE

Sight distance from the proposed site access at Rachel Road will need to meet the minimum distance required according to the AASHTO standards. The required sight distance will be 390 feet based on an assumed future posted speed of 35 MPH.

LEFT TURN LANE WARRANTS

Left turn lane warrants were reviewed for the site access intersection at Rachel Road and the Lot #2 access. For the year 2018 and year 2035 scenarios an eastbound left turn lane on Rachel Road is not warranted. A westbound left turn lane on Rachel Road for the Lot #2 access is warranted for the year 2018 and year 2035 scenarios. The findings were based on the WSDOT Design Manual methodology (Exhibit 1310-7a).

ACCIDENT HISTORY

Crash data for the study intersection was obtained from Washington Department of Transportation staff and was reviewed to help identify any traffic safety problems.

The crash rates presented in Table 3 are based on the number of accidents per million entering vehicles (MEV) per year. The study period ranged from January 2010 through December 2014. Typically, an intersection is not considered unsafe unless its crash rate exceeds the threshold of 1.0 accidents per MEV.

Table 3 Crash Rate Summary

Intersection	Accident History (Years)	Number of Accidents	Accidents per year	Annual Traffic Entering (veh/yr)	Accident rate per M.E.V.*
Center Parkway and Steptoe Street	5	2	0.4	4737163	0.08

* M.E.V. - million entering vehicles.

The intersection crash rate equates to 0.08 crashes per MEV and falls below the threshold value of 1.0 MEV. Therefore, safety mitigation is not necessary.

PEDESTRIANS, BICYCLES, & BUSES

Sidewalk and bicycle lanes are currently provided along both sides of Steptoe Street north and south of Center Parkway and on both sides of Center Parkway east of Steptoe Street. In the future when Rachel Road is extended between Leslie Road and Steptoe Street sidewalk and bike lanes will be constructed on the new street.

Transit service is provided in the metropolitan area by Ben-Franklin Transit. However, no routes are available near the Clearwater Creek development.

SUMMARY AND RECOMMENDATIONS

The traffic study for the proposed Clearwater Creek Lot #1 development has been prepared to determine the potential impacts to the major intersection at Steptoe Street and Central Parkway in Richland. The intersection at Rachel Road and the site access was also analyzed. Development of Clearwater Creek Lot #1 includes construction of 27,000 square feet of general retail space. The site is projected to generate 1,153 daily trips, 26 AM peak hour trips, and 67 PM peak hour trips.

Access to the site will be provided along the future extension of Rachel Road west of Steptoe Street. The new street will connect to Leslie Road in the future.

Sight distance from the proposed site access on Rachel Road must meet the AASHTO standards based on posted speed. For 35 MPH the required sight distance is 390 feet. If the final posted speed on Rachel Road varies from 35 MPH the minimum sight distance required will need to be updated accordingly.

The signalized intersection at Steptoe Street and Center Parkway/Rachel Road will operate at LOS `B` to LOS `C` through the year 2035 future traffic scenario. The site's access on Rachel Road will operate at LOS `C` through the year 2035 future traffic scenario. As a result the City's operational standards are met and no intersection improvements beyond those planned by the City are necessary in conjunction with the proposed development.

The crash history review and safety analysis of the study intersection determined that the intersection of Steptoe Street at Center Parkway experienced a crash rate value of 0.08 MEV per year. The rate is below the threshold value of 1.0 accidents per MEV per year and safety mitigation is not necessary.

Based on the capacity analysis and safety research and crash rate results additional intersection improvements beyond those planned by the City at Steptoe Street and Central Parkway/Rachel Road will not be necessary through the year 2035 scenario. The future traffic control and lane configuration presented on Figure `c` including two future northbound left turn lanes on Steptoe Street, and separate left, through, & right turn lanes (eastbound approach) on Rachel Road will be sufficient to accommodate the future traffic conditions through the year 2035 analysis period.

APPENDIX

- Vicinity Map Figure 'a'
- Site Plan Figure 'b'
- Lane Configurations and Traffic Control Figure 'c'
- Traffic Flow Diagrams
 - Figure 1 Year 2014 Existing Traffic, PM Peak Hour
 - Figure 2 Year 2015 Traffic, PM Peak Hour
 - Figure 3 Future Rachel Road Traffic (based on BF-COG data)
 - Figure 4 Lot #2 & Lot #3 In-Process Traffic, PM Peak Hour
 - Figure 5 Year 2018 Background Traffic, PM Peak Hour
 - Figure 6 Site Pass-By Traffic, PM Peak Hour
 - Figure 7 Trip Distribution, PM Peak Hour
 - Figure 8 Trip Assignment, PM Peak Hour
 - Figure 9 Year 2018 Total Traffic, PM Peak Hour
 - Figure 10 Year 2035 Future Total Traffic, PM Peak Hour
- Traffic Count Data
- Accident History Summary (furnished by WSDOT)
- Traffic Growth Rate Calculation (based on BF-COG year 2020 & 2030 projections)
- BF-COG Rachel Road year 2020 & 2030 2-hour PM volumes
- Lot #2 & Lot #3 In-Process Traffic Trip Generation
- Capacity Analysis Worksheets (Year 2010 HCM methodology, Synchro v9)

FILE NAME: 1536flow.dwg

PLOT DATE: 09.13.15



©2015 MapQuest - Portions ©2015 TomTom I.T.



CHARBONNEAU
ENGINEERING LLC

PROJECT: 15-36

NOTES:
NO SCALE



VICINITY MAP
CLEARWATER CREEK - LOT #1

FIGURE

a



CHARBONNEAU
ENGINEERING LLC

PROJECT: 15-36

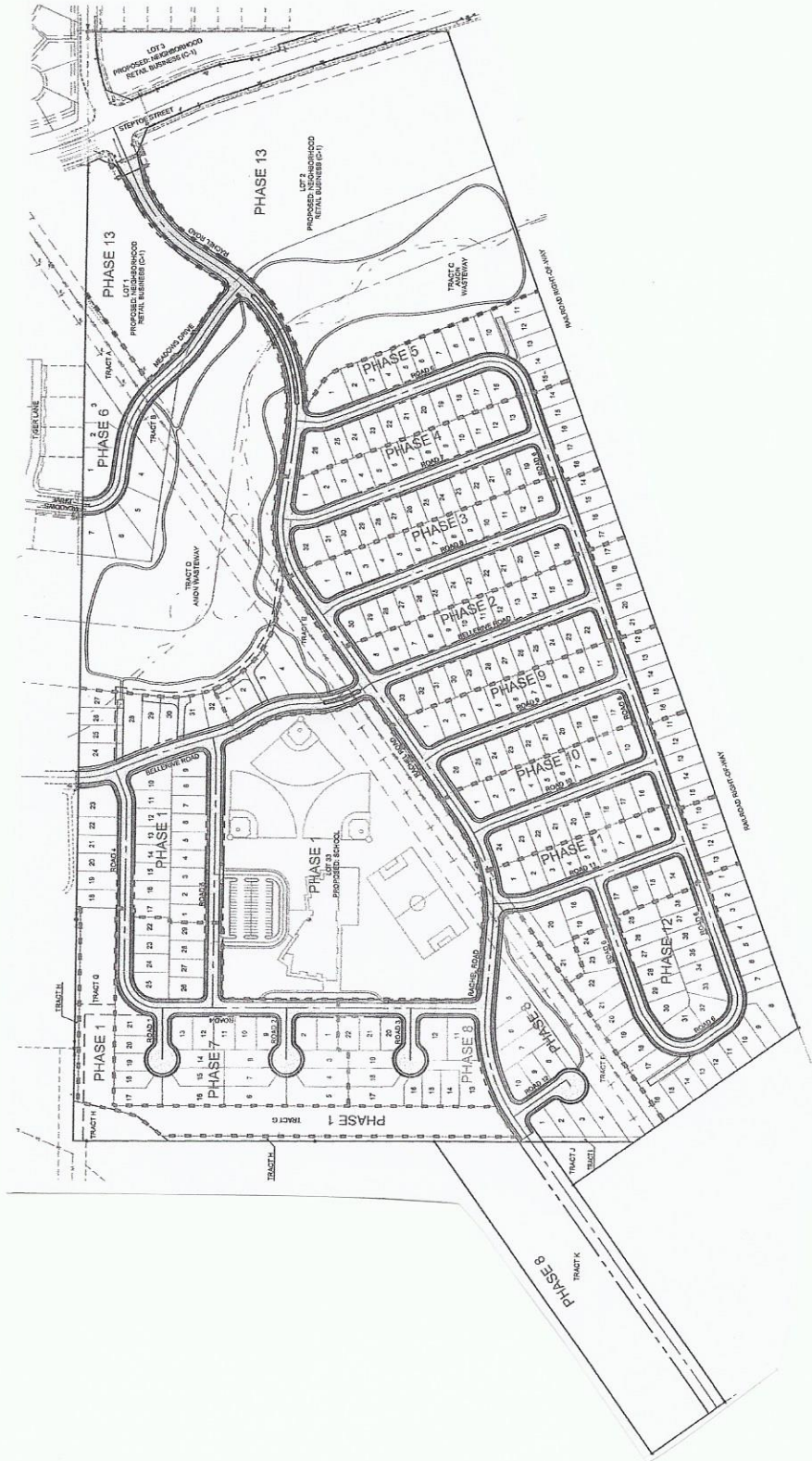
NOTES:
NO SCALE



SITE PLAN
CLEARWATER CREEK - LOT #1

FIGURE

b



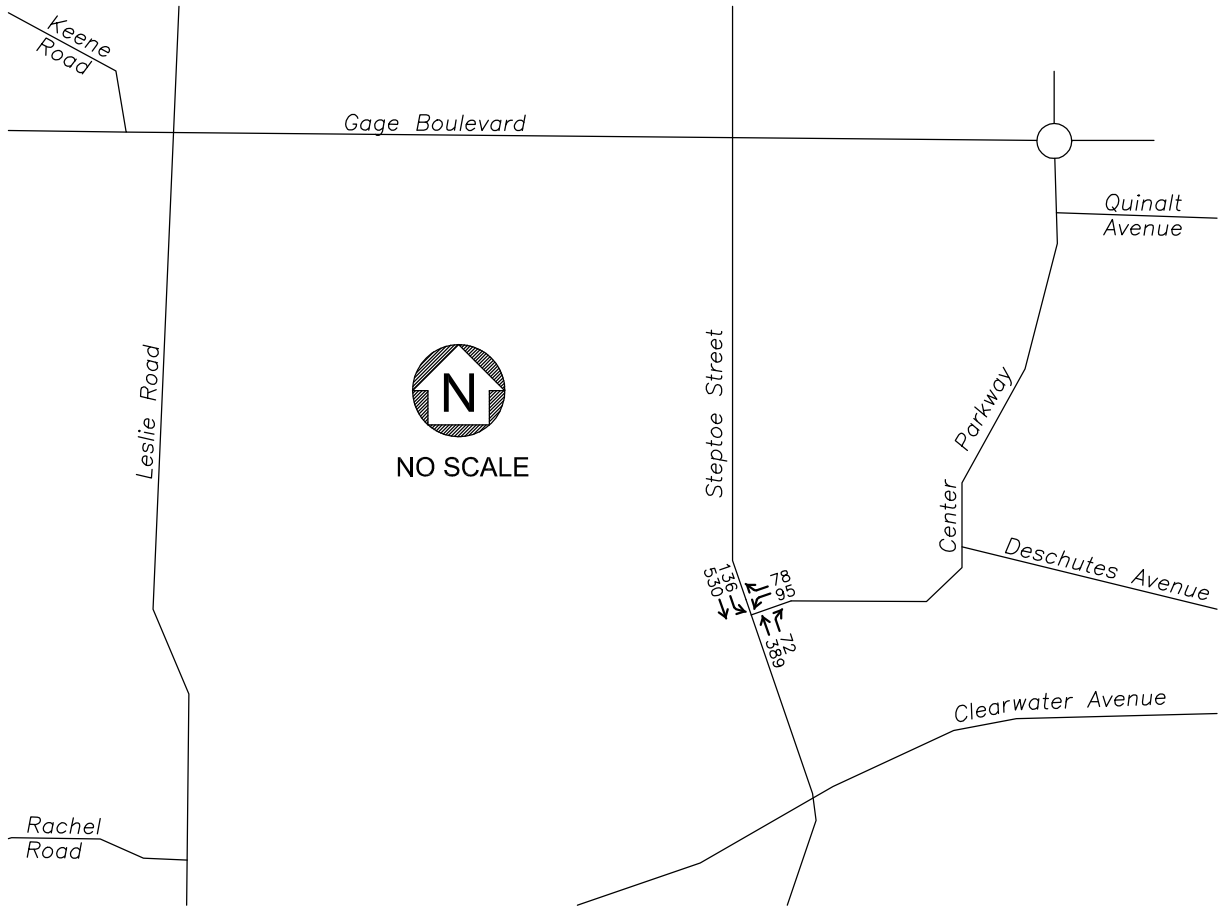
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PLOT DATE: 09.13.15



FILE NAME: 1536flow.dwg

PLOT DATE: 09.15.15



CHARBONNEAU
ENGINEERING LLC

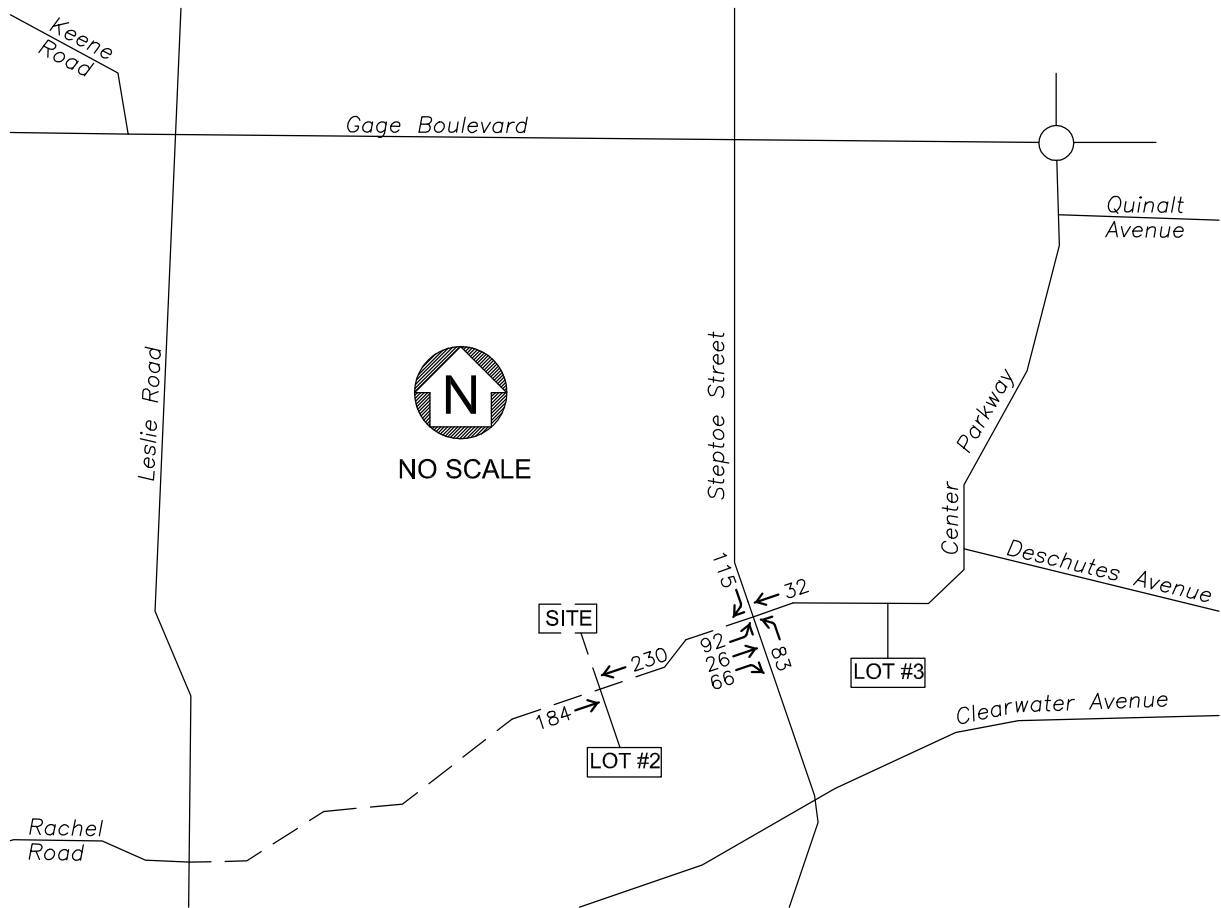
PROJECT: 15-36

NOTES: Year 2015 Traffic =
2014 Existing Traffic + one (1)
year of growth (rate taken from
Richland 2-hr traffic modeling).

YEAR 2015 TRAFFIC
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

2



CHARBONNEAU
ENGINEERING LLC

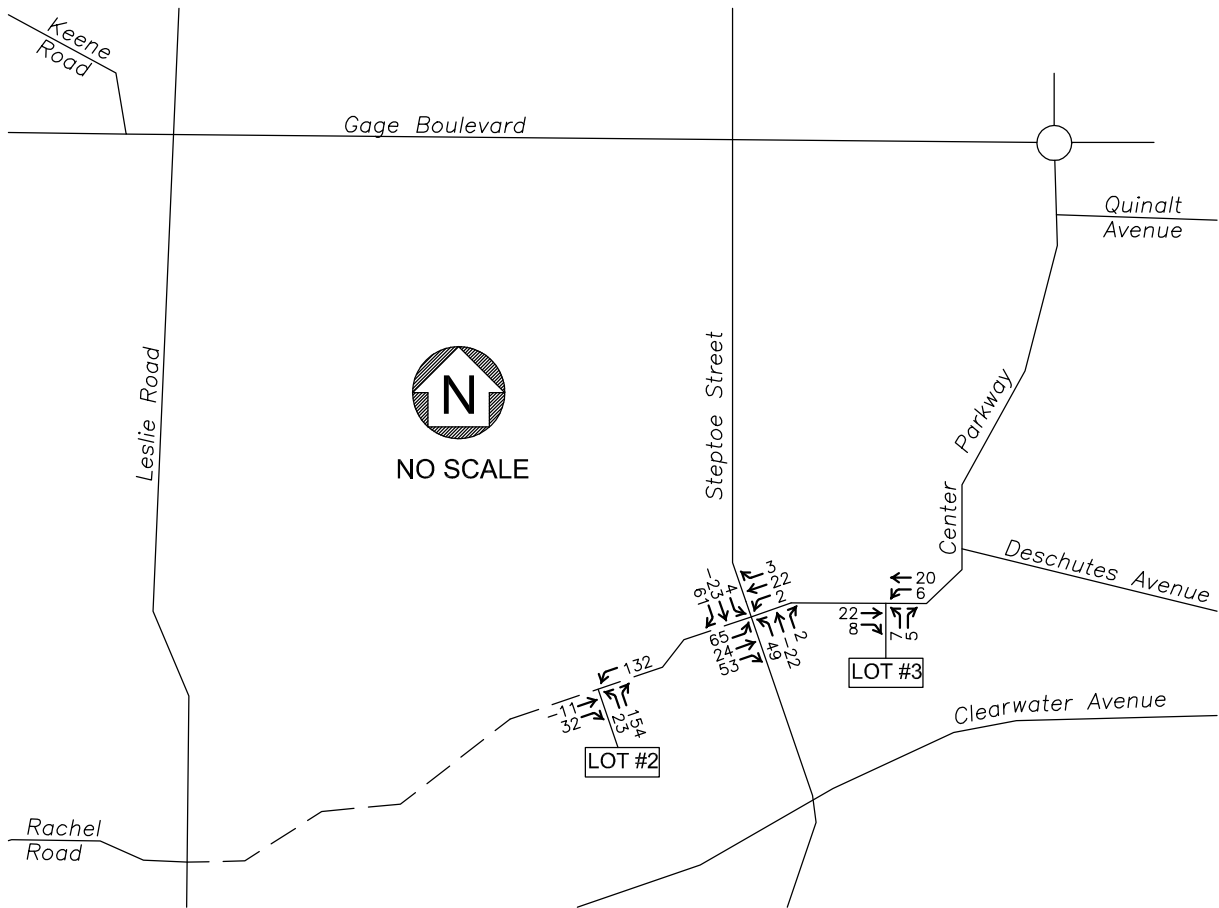
PROJECT: 15-36

NOTES: Rachel Road
traffic estimated as 60 %
of model 2-hr volumes.

RACHEL RD TRAFFIC PROJECTION
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

3



CHARBONNEAU
ENGINEERING LLC

PROJECT: 15-36

NOTES: In-process traffic includes
new trips & pass-by trips
generated by Lot #2 & Lot #3
on the Clearwater Creek site.

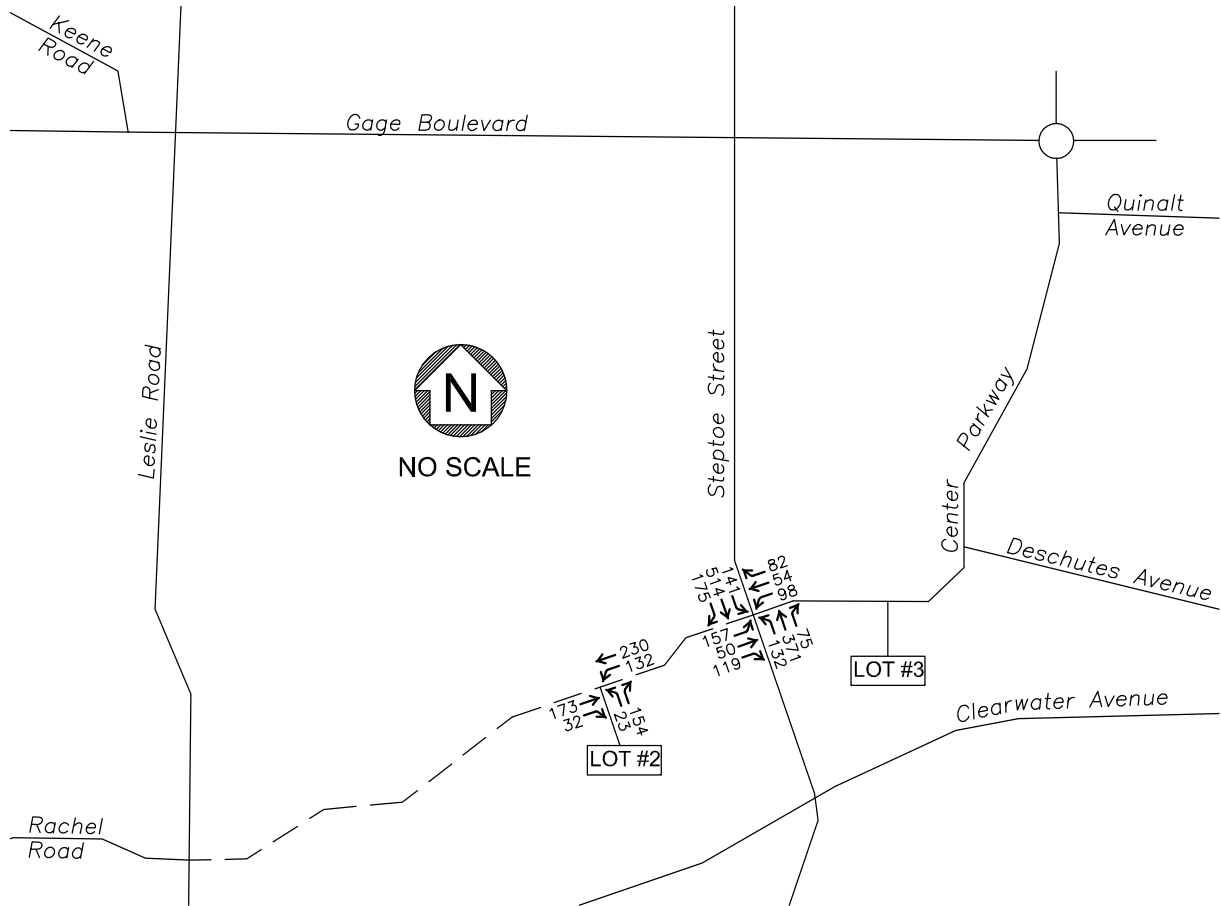
IN-PROCESS TRAFFIC
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

4

FILE NAME: 1536flow.dwg

PLOT DATE: 09.15.15



CHARBONNEAU
ENGINEERING LLC

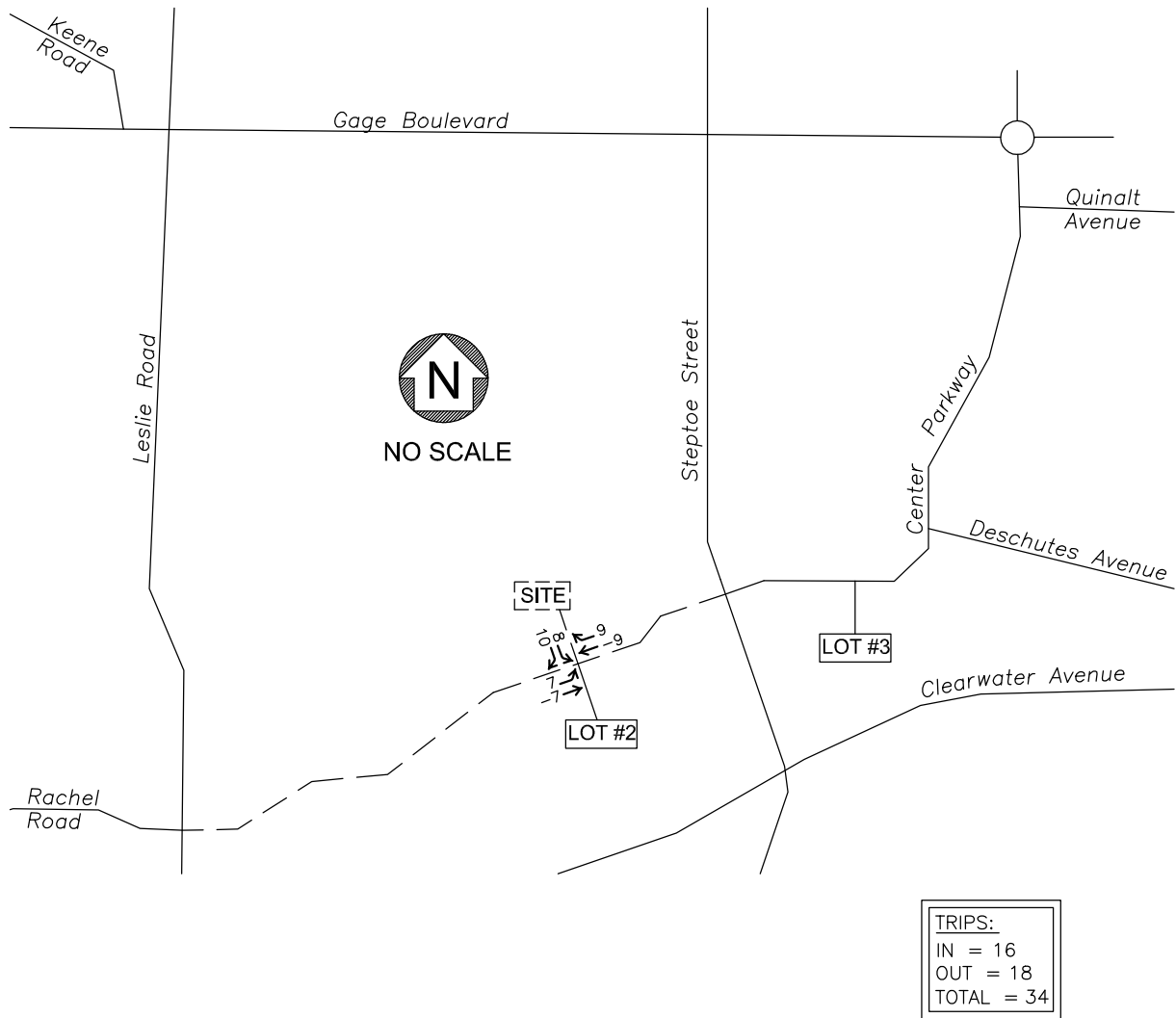
PROJECT: 15-36

NOTES: 2018 Background Traffic=
Year 2015 Traffic + Rachel Road
projected volumes + In-process
Traffic + growth (3 years).

2018 BACKGROUND TRAFFIC
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

5



CHARBONNEAU
ENGINEERING LLC

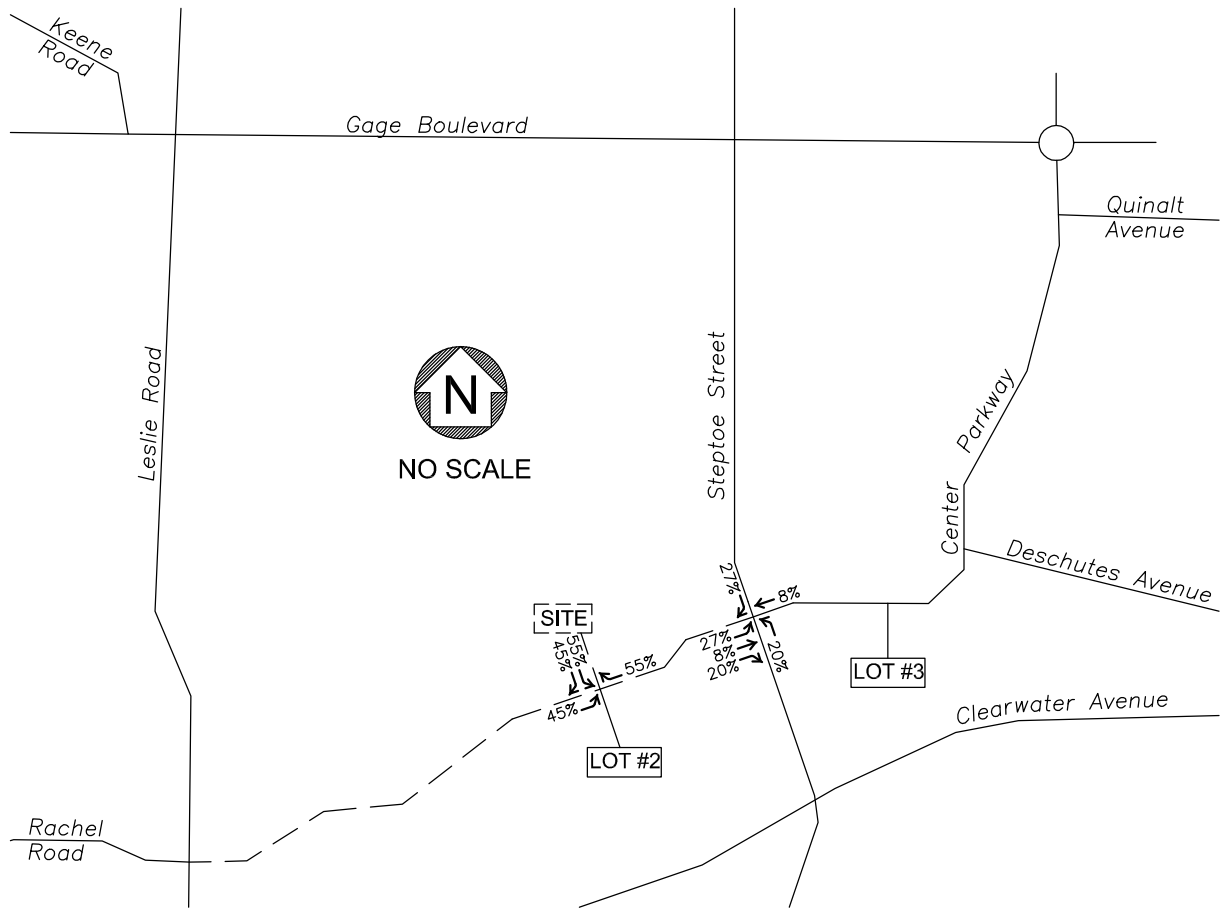
PROJECT: 15-36

NOTES: Pass-by Traffic based
on the pass-by rate published
in the ITE Trip Generation
Handbook.

PASS-BY TRAFFIC
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

6



CHARBONNEAU
ENGINEERING LLC

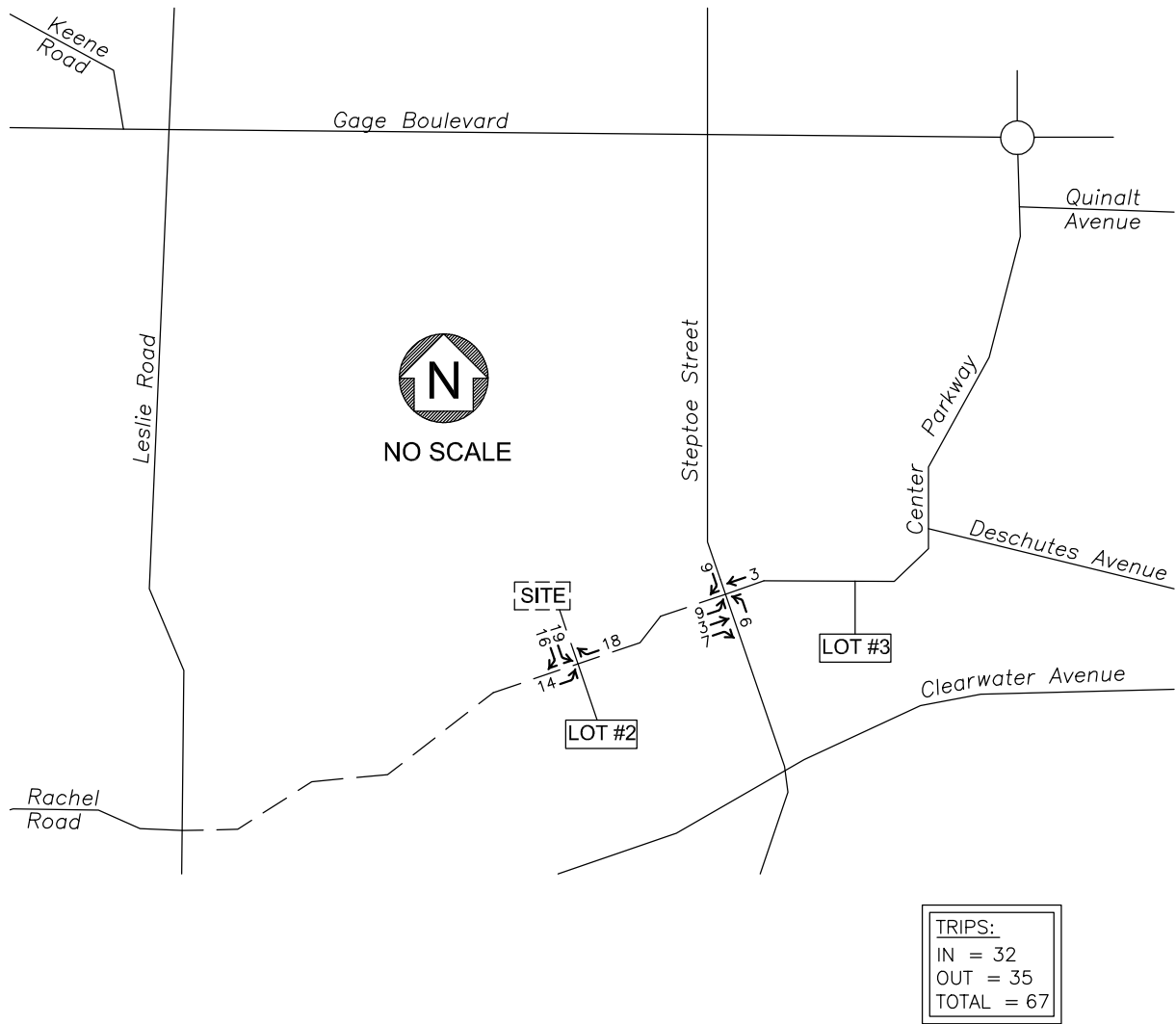
PROJECT: 15-36

NOTES: Trip distribution (new trips) based on the modeled traffic and engineering judgement.

TRIP DISTRIBUTION (NEW TRIPS)
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

7



CHARBONNEAU
ENGINEERING LLC

PROJECT: 15-36

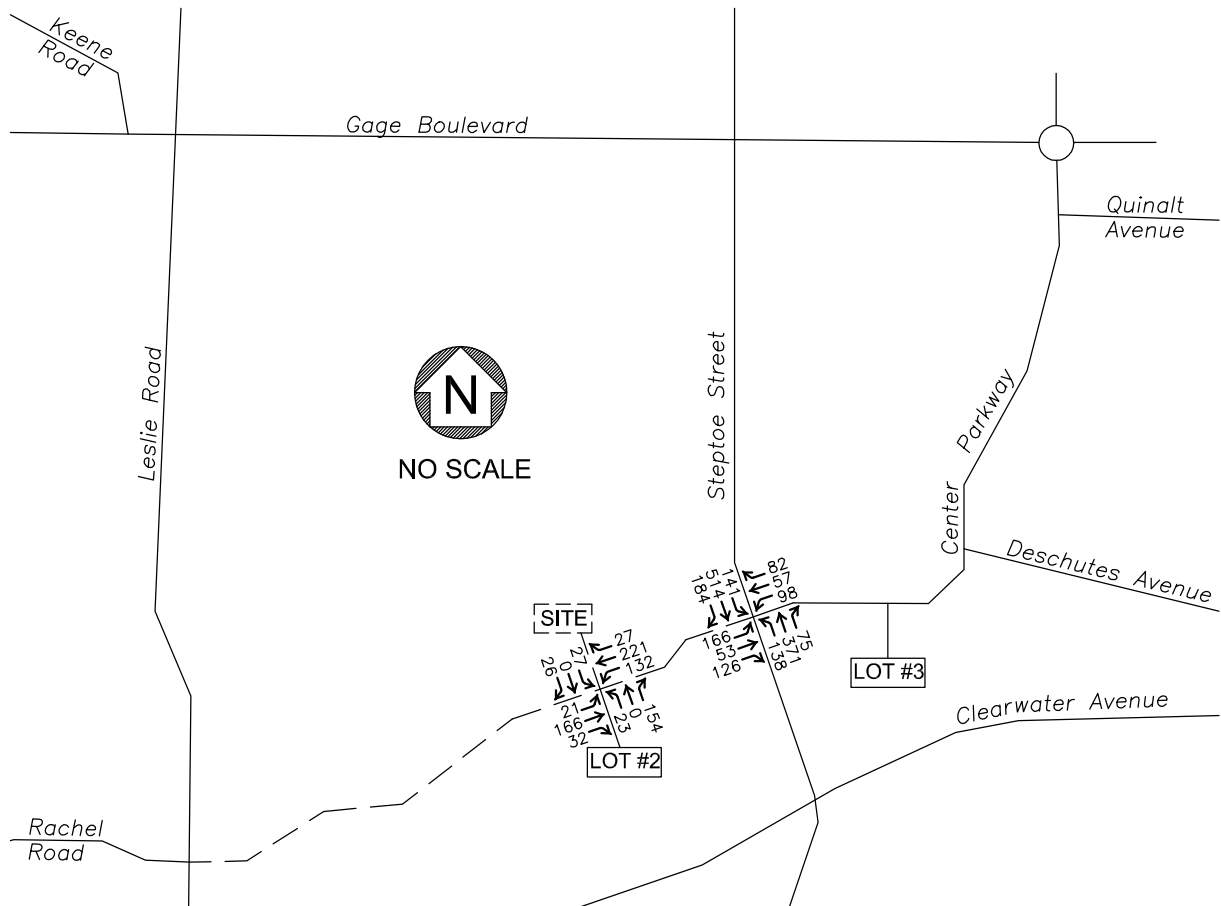
NOTES: Trip generation (new trips)
is based on rates published in the
ITE *Trip Generation Manual*.

New Trips = Total Trips - Pass-by Trips.

TRIP ASSIGNMENT (NEW TRIPS)
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

8



CHARBONNEAU
ENGINEERING LLC

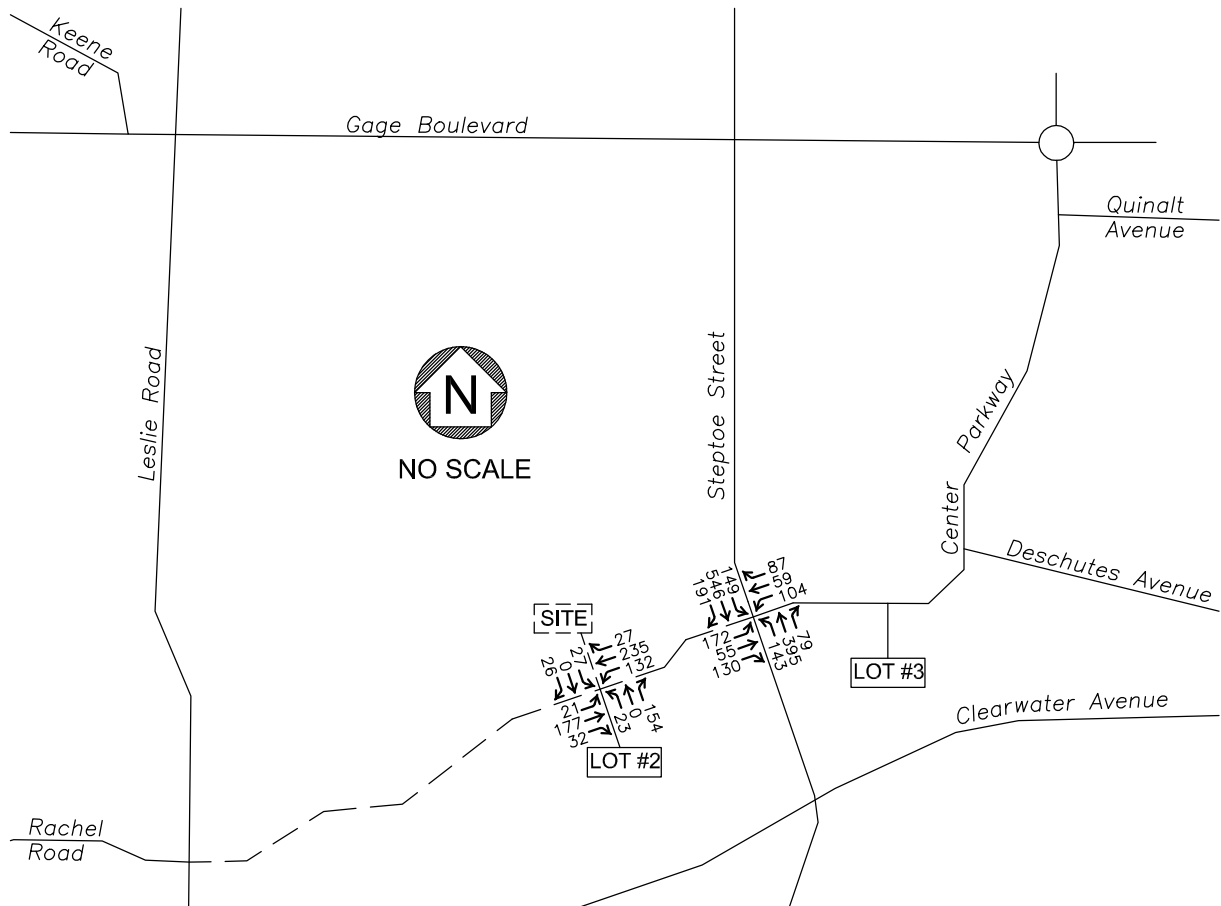
PROJECT: 15-36

NOTES: 2018 Total Traffic =
2018 Background Traffic +
Trip Assignment (pass-by trips
and new trips).

2018 TOTAL TRAFFIC
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

9



CHARBONNEAU
ENGINEERING LLC

PROJECT: 15-36

NOTES: 2035 Future Traffic =
2018 Total Traffic + growth
(17 years).

2035 FUTURE TRAFFIC
PM PEAK HOUR
CLEARWATER CREEK - LOT #1

FIGURE

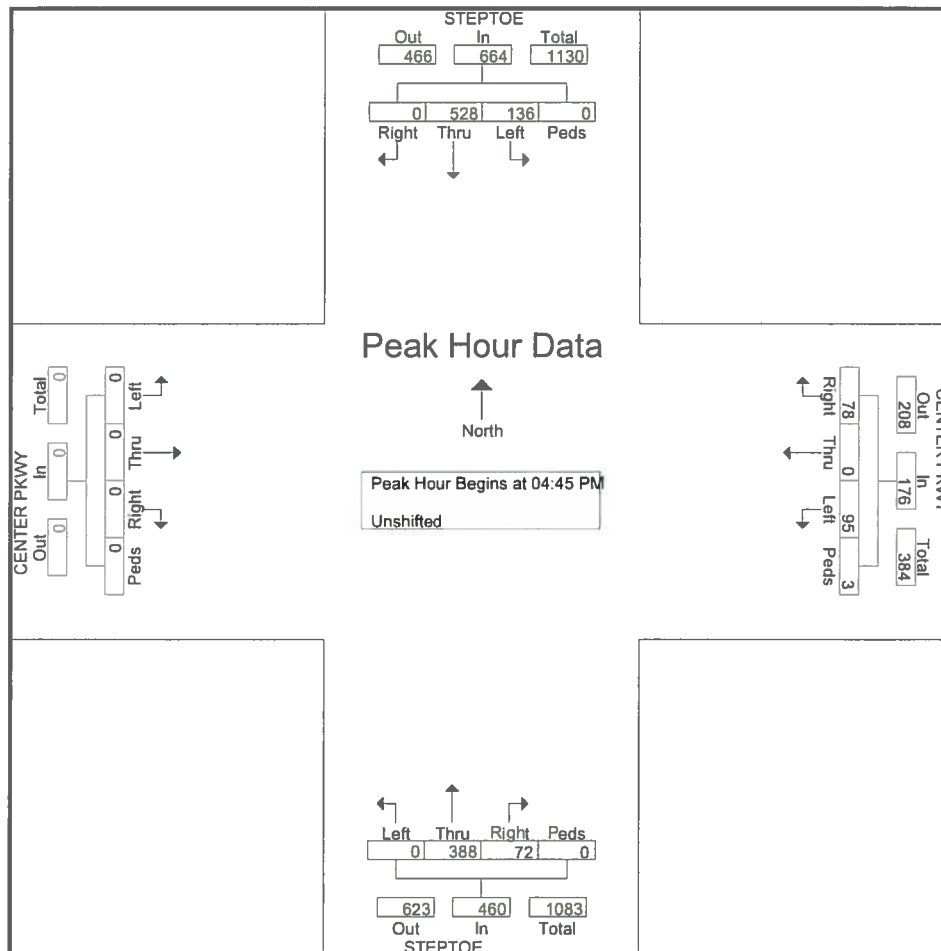
10

J-U-B ENGINEERS, Inc.

2810 W Clearwater Ave, Suite 201
Kennewick, WA 99336

File Name : Steptoe-CenterPkwy-PM
Site Code : 00000000
Start Date : 4/15/2014
Page No : 3

	STEPTOE From North					CENTER PKWY From East					STEPTOE From South					CENTER PKWY From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	34	115	0	0	149	23	0	18	0	41	0	94	14	0	108	0	0	0	0	0	298
05:00 PM	34	148	0	0	182	27	0	21	3	51	0	107	21	0	128	0	0	0	0	0	361
05:15 PM	42	127	0	0	169	24	0	21	0	45	0	107	22	0	129	0	0	0	0	0	343
05:30 PM	26	138	0	0	164	21	0	18	0	39	0	80	15	0	95	0	0	0	0	0	298
Total Volume	136	528	0	0	664	95	0	78	3	176	0	388	72	0	460	0	0	0	0	0	1300
% App. Total	20.5	79.5	0	0		54	0	44.3	1.7		0	84.3	15.7	0		0	0	0	0	0	
PHF	.810	.892	.000	.000	.912	.880	.000	.929	.250	.863	.000	.907	.818	.000	.891	.000	.000	.000	.000	.000	.900



OFFICER REPORTED CRASHES THAT OCCURRED *at* OR *within 200 feet* OF THE FOLLOWING INTERSECTION IN THE CITY OF RICHLAND
 STEPTOE ST @ CENTER PKWY

1/1/2010 - 12/31/2014

UNDER 23 UNITED STATES CODE – SECTION 409, THIS DATA CANNOT BE USED IN DISCOVERY OR AS EVIDENCE

AT TRIAL IN ANY ACTION FOR DAMAGES AGAINST THE WSDOT, OR ANY JURISDICTIONS INVOLVED IN THE DATA

PRIMARY TRAFFICWAY	INTERSECTING TRAFFICWAY	*REPORT NUMBER	DATE	TIME	MOST SEVERE INJURY TYPE	# I N J	# F A T	# V E H	# P E D S	# P E D A L	MV DRIVER CONT CIRC 1 (UNIT 2)	VEH 1 COMP DIR FROM	VEH 1 COMP DIR TO	VEH 2 COMP DIR FROM	VEH 2 COMP DIR TO	IMPACT LOCATION (Effective for City, County & Misc 1/1/2010; SR's indefinite)
STEPTOE	CENTER PKWY	E256001	7/11/2013	8:58	Possible Injury	1	0	2	0	0	None	North	East	South	North	Lane of Primary Trafficway
STEPTOE ST	CENTER PARKWAY	E264391	8/20/2013	12:58	No Injury	0	0	2	0	0	None	East	South	South	North	Lane of Primary Trafficway



$$r = \left(\frac{F}{P} \right)^{\frac{1}{n}} - 1$$

$$F = P = \left(\frac{398}{384} \right)^{\frac{1}{10}} - 1$$

$$r = 0.36\% \quad \text{WB}$$

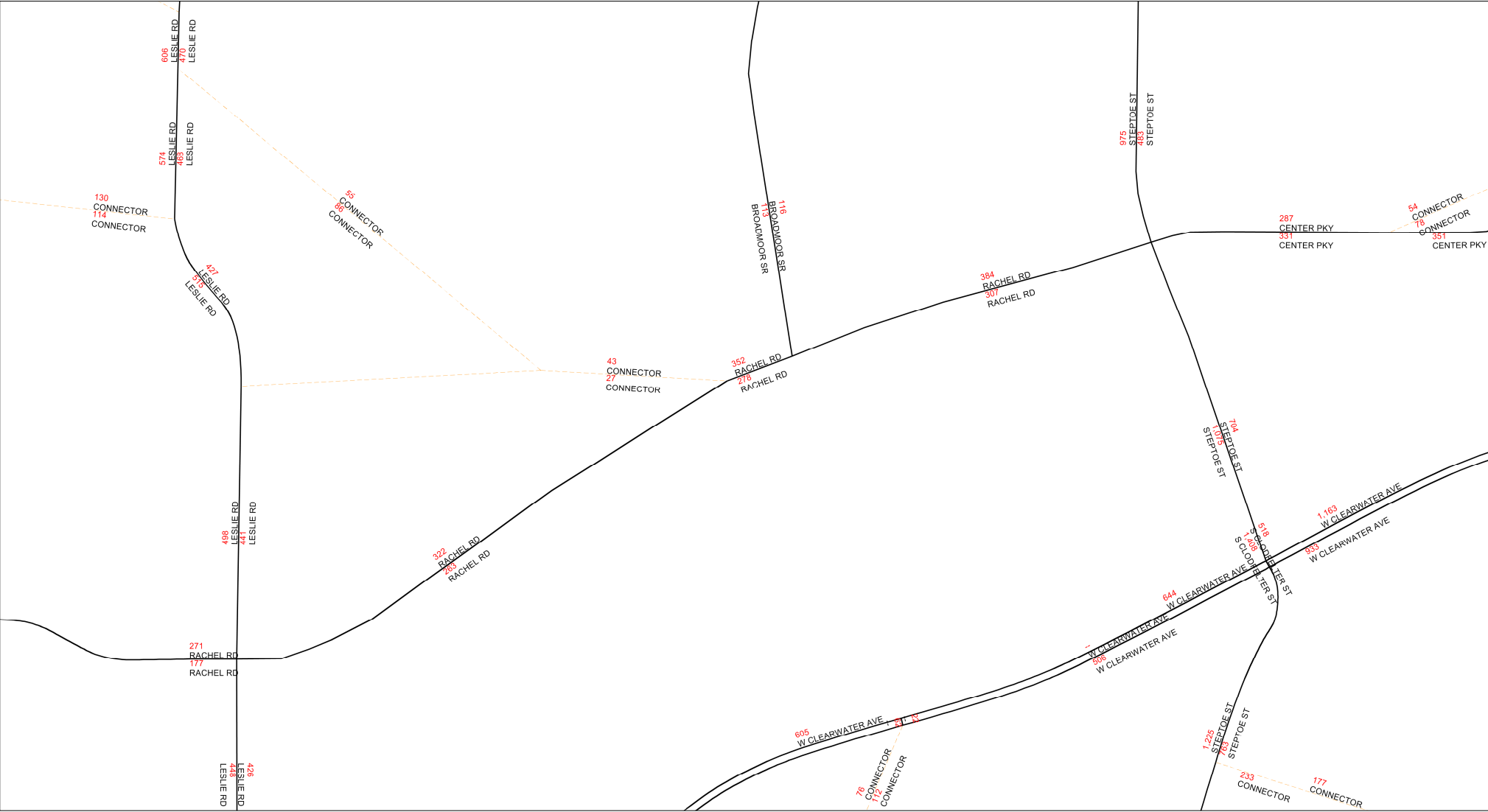
$$r = \left(\frac{F}{P} \right)^{\frac{1}{n}} - 1$$

$$= \left(\frac{309}{307} \right)^{\frac{1}{10}} - 1$$

$$= 0.06\% \quad \text{EB}$$

THE WB GROWTH RATE WILL BE USED
TO PROJECT ALL THE TRAFFIC VOLUMES,

#15-36 CLEARWATER CREEK - LOT #1



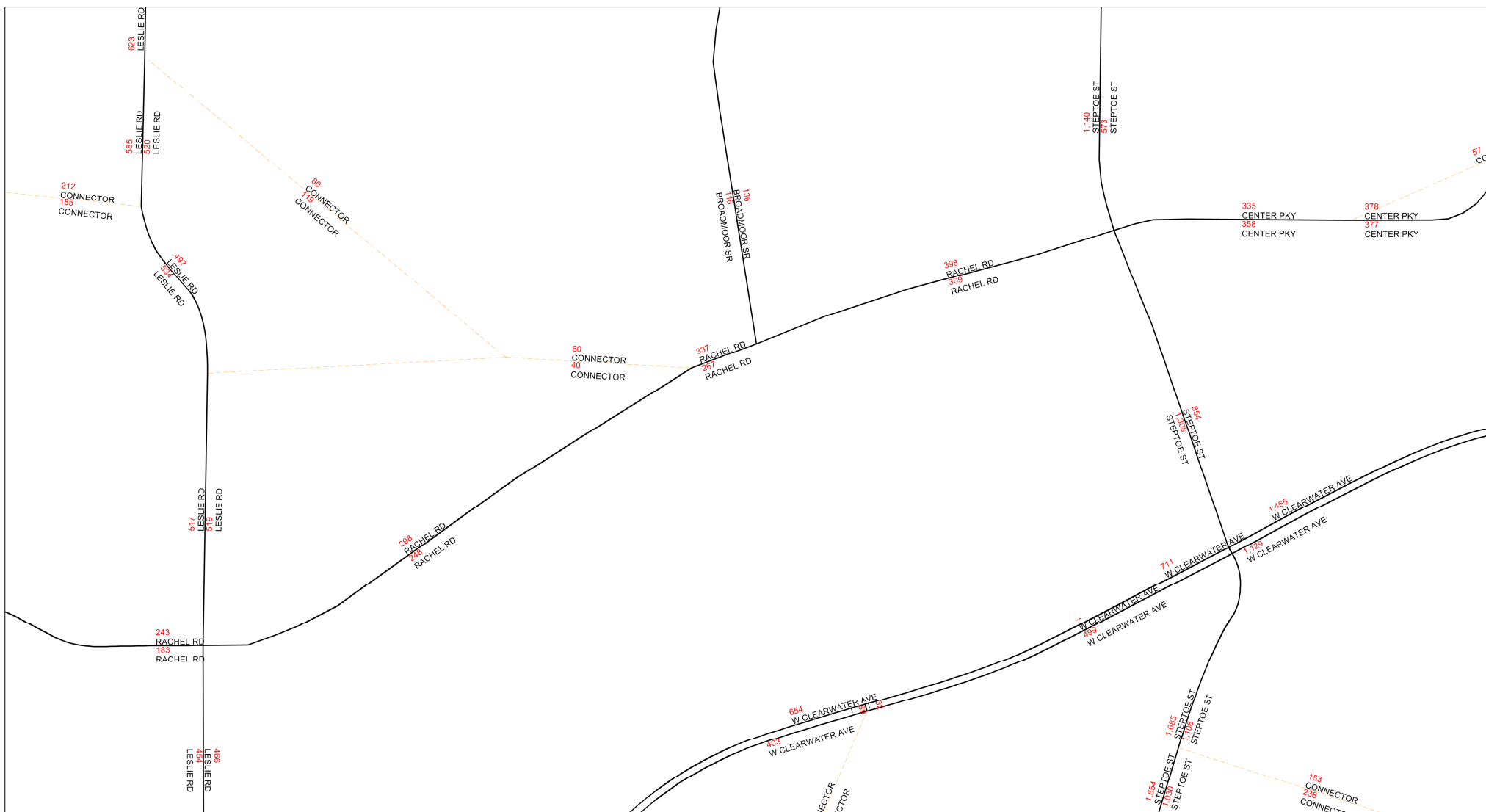


Table A. Projected trip generation for Lot #2 (in-process traffic).

ITE Land Use	Units (sq.ft.)	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Shopping Center (#820)	91,465							
Generation Rate ¹		42.70	0.96	62%	38%	3.73	48%	52%
Total Driveway Trips		3,906	88	55	33	341	164	177
Pass-By Rate ²						34%		
Pass-By Trips						116	56	60
New Site Trips		3,906	88	55	33	225	108	117

¹ Source: *Trip Generation*, 9th Edition, ITE, 2012, average rates.

³ 34% based on *Trip Generation Handbook, 2nd Edition*, ITE, 2004.

Table B. Projected trip generation for Lot #3 (in-process traffic).

ITE Land Use	Units (sq.ft.)	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Coffee/Donut Shop with Drive-Through	200							
Generation Rate ¹		1800.00	303.33	50%	50%	75.00	50%	50%
Total Driveway Trips		360	61	31	30	15	8	7
Pass-By Rate ²			49%			50%		
Coffee Shop Pass-By Trips			30	15	15	8	4	4
Coffee Shop New Site Trips		360	31	16	15	7	4	3
Automated Car Wash (#948)	750							
Generation Rate ¹						14.12	50%	50%
Total Driveway Trips						11	6	5
Lot #3 Total Trips						26	14	12
Lot #3 Pass-by Trips						8	4	4
Lot #3 New Trips						18	10	8

¹ Source: *Trip Generation*, 9th Edition, ITE, 2012, average rates.

Lanes, Volumes, Timings

3: Steptoe St & Center Parkway

9/17/2015



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	95	78	389	72	136	530
Future Volume (vph)	95	78	389	72	136	530
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	200	0		250	200	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Satd. Flow (prot)	1770	1583	3539	1583	1770	3539
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	3539	1583	1770	3539
Right Turn on Red		Yes		Yes		
Satd. Flow (RTOR)		85		78		
Link Speed (mph)	35		40			40
Link Distance (ft)	1045		685			545
Travel Time (s)	20.4		11.7			9.3
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)						
Lane Group Flow (vph)	103	85	423	78	148	576
Turn Type	Prot	Perm	NA	Perm	Prot	NA
Protected Phases	8		2		1	6
Permitted Phases		8		2		
Total Split (s)	22.5	22.5	22.5	22.5	10.0	32.5
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Act Effect Green (s)	8.0	8.0	20.9	20.9	5.5	31.8
Actuated g/C Ratio	0.17	0.17	0.45	0.45	0.12	0.69
v/c Ratio	0.34	0.25	0.26	0.10	0.70	0.24
Control Delay	19.2	6.8	9.7	3.5	41.7	4.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	19.2	6.8	9.7	3.5	41.7	4.1
LOS	B	A	A	A	D	A
Approach Delay	13.6		8.7			11.8
Approach LOS	B		A			B
Queue Length 50th (ft)	24	0	36	0	37	27
Queue Length 95th (ft)	55	26	68	19	#114	54
Internal Link Dist (ft)	965		605			465
Turn Bay Length (ft)	200			250	200	
Base Capacity (vph)	693	672	1610	762	211	2448
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.15	0.13	0.26	0.10	0.70	0.24

Intersection Summary

Area Type: Other

Cycle Length: 55

Actuated Cycle Length: 46

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 10.9

Intersection LOS: B

Lanes, Volumes, Timings

3: Steptoe St & Center Parkway

9/17/2015

Intersection Capacity Utilization 34.8%

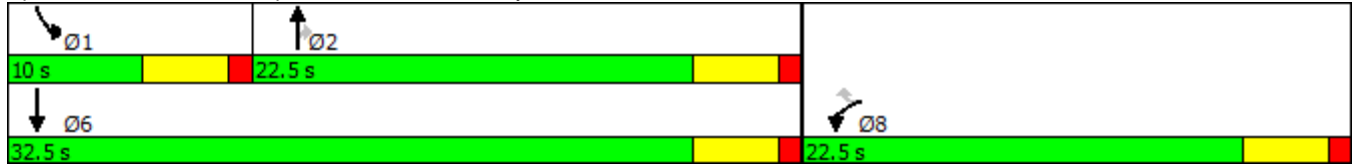
ICU Level of Service A

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Steptoe St & Center Parkway



Lanes, Volumes, Timings

3: Steptoe St & Center Parkway

9/17/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	157	50	119	98	54	82	132	371	75	141	514	175
Future Volume (vph)	157	50	119	98	54	82	132	371	75	141	514	175
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		175	200		0	0		250	200		0
Storage Lanes	1		1	1		1	2		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	3433	3539	1583	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1863	1583	1770	1863	1583	3433	3539	1583	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			143			143			143			190
Link Speed (mph)		30			35			40			40	
Link Distance (ft)		1200			1045			685			545	
Travel Time (s)		27.3			20.4			11.7			9.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	171	54	129	107	59	89	143	403	82	153	559	190
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			6
Total Split (s)	19.7	22.5	22.5	22.5	25.3	25.3	9.9	22.6	22.6	12.4	25.1	25.1
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Act Effct Green (s)	11.2	9.2	9.2	9.2	7.6	7.6	5.7	19.2	19.2	8.4	26.7	26.7
Actuated g/C Ratio	0.19	0.16	0.16	0.16	0.13	0.13	0.10	0.33	0.33	0.14	0.46	0.46
v/c Ratio	0.51	0.18	0.35	0.38	0.24	0.27	0.42	0.35	0.13	0.60	0.35	0.23
Control Delay	29.2	25.4	7.4	29.0	28.6	3.9	33.1	19.2	1.5	40.8	17.3	4.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	29.2	25.4	7.4	29.0	28.6	3.9	33.1	19.2	1.5	40.8	17.3	4.2
LOS	C	C	A	C	C	A	C	B	A	D	B	A
Approach Delay		20.7			20.2			20.0			18.5	
Approach LOS		C			C			C			B	
Queue Length 50th (ft)	60	18	0	38	21	0	27	64	0	57	87	0
Queue Length 95th (ft)	117	48	36	82	54	14	57	113	9	#153	149	41
Internal Link Dist (ft)		1120			965			605			465	
Turn Bay Length (ft)	175		175	200					250	200		
Base Capacity (vph)	489	610	614	579	705	688	337	1165	617	254	1618	827
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.35	0.09	0.21	0.18	0.08	0.13	0.42	0.35	0.13	0.60	0.35	0.23

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 58.4

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.60

Intersection Signal Delay: 19.5

Intersection LOS: B

Lanes, Volumes, Timings 3: Steptoe St & Center Parkway

9/17/2015

Intersection Capacity Utilization 45.0%

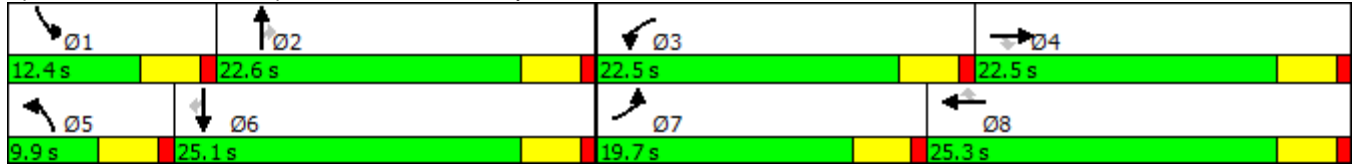
ICU Level of Service A

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Steptoe St & Center Parkway



Lanes, Volumes, Timings

3: Steptoe St & Center Parkway

9/17/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	166	53	126	98	57	82	138	371	75	141	514	184
Future Volume (vph)	166	53	126	98	57	82	138	371	75	141	514	184
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		175	200		0	0		250	200		0
Storage Lanes	1		1	1		1	2		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	3433	3539	1583	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1863	1583	1770	1863	1583	3433	3539	1583	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			143			143			143			200
Link Speed (mph)		30			35			40			40	
Link Distance (ft)		1200			1045			685			545	
Travel Time (s)		27.3			20.4			11.7			9.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	180	58	137	107	62	89	150	403	82	153	559	200
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			6
Total Split (s)	19.7	22.5	22.5	22.5	25.3	25.3	9.9	22.6	22.6	12.4	25.1	25.1
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Act Effect Green (s)	11.3	9.8	9.8	9.1	7.6	7.6	5.5	18.5	18.5	8.1	23.6	23.6
Actuated g/C Ratio	0.18	0.16	0.16	0.15	0.12	0.12	0.09	0.30	0.30	0.13	0.39	0.39
v/c Ratio	0.55	0.19	0.37	0.41	0.27	0.28	0.49	0.38	0.14	0.66	0.41	0.27
Control Delay	30.6	25.4	8.0	29.8	29.2	4.1	34.7	19.9	1.6	44.4	18.0	4.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.6	25.4	8.0	29.8	29.2	4.1	34.7	19.9	1.6	44.4	18.0	4.4
LOS	C	C	A	C	C	A	C	B	A	D	B	A
Approach Delay		21.5			20.8			21.0			19.4	
Approach LOS		C			C			C			B	
Queue Length 50th (ft)	63	20	0	38	22	0	28	64	0	57	88	0
Queue Length 95th (ft)	123	50	40	82	56	14	59	113	9	#154	150	42
Internal Link Dist (ft)		1120			965			605			465	
Turn Bay Length (ft)	175		175	200					250	200		
Base Capacity (vph)	449	559	575	531	646	642	309	1068	578	233	1366	734
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.40	0.10	0.24	0.20	0.10	0.14	0.49	0.38	0.14	0.66	0.41	0.27

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 61.1

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.66

Intersection Signal Delay: 20.4

Intersection LOS: C

Lanes, Volumes, Timings 3: Steptoe St & Center Parkway

9/17/2015

Intersection Capacity Utilization 45.5%

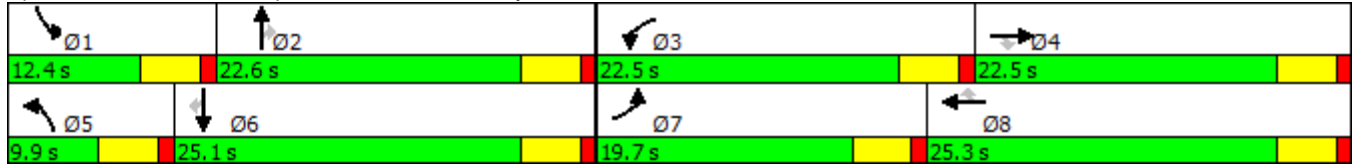
ICU Level of Service A

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Steptoe St & Center Parkway



Lanes, Volumes, Timings

3: Steptoe St & Center Parkway

9/17/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	172	55	130	104	59	87	143	395	79	149	546	191
Future Volume (vph)	172	55	130	104	59	87	143	395	79	149	546	191
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		175	200		0	0		250	200		0
Storage Lanes	1		1	1		1	2		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	3433	3539	1583	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1863	1583	1770	1863	1583	3433	3539	1583	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			143			143			143			208
Link Speed (mph)		30			35			40			40	
Link Distance (ft)		1200			1045			685			545	
Travel Time (s)		27.3			20.4			11.7			9.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	187	60	141	113	64	95	155	429	86	162	593	208
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			6
Total Split (s)	20.5	22.5	22.5	22.5	24.5	24.5	10.2	22.5	22.5	12.5	24.8	24.8
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Act Effect Green (s)	11.6	10.1	10.1	9.3	7.7	7.7	5.8	18.4	18.4	8.2	23.4	23.4
Actuated g/C Ratio	0.19	0.16	0.16	0.15	0.13	0.13	0.09	0.30	0.30	0.13	0.38	0.38
v/c Ratio	0.56	0.20	0.37	0.42	0.28	0.30	0.48	0.41	0.15	0.69	0.44	0.28
Control Delay	30.7	25.5	8.3	30.2	29.5	4.6	34.3	20.5	1.9	46.8	18.8	4.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.7	25.5	8.3	30.2	29.5	4.6	34.3	20.5	1.9	46.8	18.8	4.5
LOS	C	C	A	C	C	A	C	C	A	D	B	A
Approach Delay		21.7			21.1			21.3			20.4	
Approach LOS		C			C			C			C	
Queue Length 50th (ft)	66	20	0	40	23	0	29	70	0	61	96	0
Queue Length 95th (ft)	128	52	42	87	58	18	61	123	11	#166	164	44
Internal Link Dist (ft)		1120			965			605			465	
Turn Bay Length (ft)	175		175	200					250	200		
Base Capacity (vph)	469	556	572	528	617	620	324	1056	572	234	1345	731
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.40	0.11	0.25	0.21	0.10	0.15	0.48	0.41	0.15	0.69	0.44	0.28

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 61.5

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 21.0

Intersection LOS: C

Lanes, Volumes, Timings

3: Steptoe St & Center Parkway

9/17/2015

Intersection Capacity Utilization 46.7%

ICU Level of Service A

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 3: Steptoe St & Center Parkway

 Ø1	 Ø2	 Ø3	 Ø4
12.5 s	22.5 s	22.5 s	22.5 s
 Ø5	 Ø6	 Ø7	 Ø8
10.2 s	24.8 s	20.5 s	24.5 s

Intersection												
Int Delay, s/veh	5.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	21	166	32	132	221	27	23	0	154	27	0	26
Future Vol, veh/h	21	166	32	132	221	27	23	0	154	27	0	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	150	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	23	180	35	143	240	29	25	0	167	29	0	28
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	270	0	0	215	0	0	650	800	198	869	803	135
Stage 1	-	-	-	-	-	-	243	243	-	542	542	-
Stage 2	-	-	-	-	-	-	407	557	-	327	261	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.33	6.53	6.23	7.33	6.53	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.53	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.53	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.22	-	-	2.218	-	-	3.519	4.019	3.319	3.519	4.019	3.319
Pot Cap-1 Maneuver	1290	-	-	1355	-	-	368	317	842	259	316	890
Stage 1	-	-	-	-	-	-	760	704	-	493	519	-
Stage 2	-	-	-	-	-	-	593	511	-	685	692	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1290	-	-	1355	-	-	323	278	842	188	278	890
Mov Cap-2 Maneuver	-	-	-	-	-	-	323	278	-	188	278	-
Stage 1	-	-	-	-	-	-	746	691	-	484	464	-
Stage 2	-	-	-	-	-	-	514	457	-	539	680	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.8			2.8			12.1			19.4		
HCM LOS							B			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	697	1290	-	-	1355	-	-	307				
HCM Lane V/C Ratio	0.276	0.018	-	-	0.106	-	-	0.188				
HCM Control Delay (s)	12.1	7.8	-	-	8	-	-	19.4				
HCM Lane LOS	B	A	-	-	A	-	-	C				
HCM 95th %tile Q(veh)	1.1	0.1	-	-	0.4	-	-	0.7				

Intersection												
Int Delay, s/veh	5.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Traffic Vol, veh/h	21	177	32	132	235	27	23	0	154	27	0	26
Future Vol, veh/h	21	177	32	132	235	27	23	0	154	27	0	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	150	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	23	192	35	143	255	29	25	0	167	29	0	28
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	285	0	0	227	0	0	670	827	210	896	830	142
Stage 1	-	-	-	-	-	-	255	255	-	557	557	-
Stage 2	-	-	-	-	-	-	415	572	-	339	273	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.33	6.53	6.23	7.33	6.53	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.53	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.53	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.22	-	-	2.218	-	-	3.519	4.019	3.319	3.519	4.019	3.319
Pot Cap-1 Maneuver	1274	-	-	1341	-	-	356	306	830	248	305	880
Stage 1	-	-	-	-	-	-	749	696	-	483	511	-
Stage 2	-	-	-	-	-	-	586	503	-	675	683	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1274	-	-	1341	-	-	312	268	830	179	268	880
Mov Cap-2 Maneuver	-	-	-	-	-	-	312	268	-	179	268	-
Stage 1	-	-	-	-	-	-	735	683	-	474	457	-
Stage 2	-	-	-	-	-	-	507	449	-	529	671	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.7			2.7			12.3			20.2		
HCM LOS							B			C		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	683	1274	-	-	1341	-	-	294				
HCM Lane V/C Ratio	0.282	0.018	-	-	0.107	-	-	0.196				
HCM Control Delay (s)	12.3	7.9	-	-	8	-	-	20.2				
HCM Lane LOS	B	A	-	-	A	-	-	C				
HCM 95th %tile Q(veh)	1.2	0.1	-	-	0.4	-	-	0.7				

August 18, 2015



Rick Simon
Development Services Manager
City of Richland
P.O. Box 190
Richland, WA 99352

Subject: Comments for SEPA checklist, Hayden Homes 2015 Comprehensive Plan Amendment

Dear Mr. Simon:

This letter provides Kennewick Irrigation District (KID) review comments on the SEPA checklist for the application submitted by Hayden Homes to amend the City of Richland comprehensive plan on 3.6 acres from Low Density Residential to Commercial. The location of the proposal is west of Steptoe Avenue, east of Amon Wasteway, north of the future extension of Rachel Road, and south of the Heights at Meadow Springs subdivision in Section 1, Township 8 North, Range 28 East of the Willamette Meridian, and includes the following parcel:

- 1-0188-100-0001-003

The property identified is located within the KID boundaries, but is classified as non-irrigable land. KID provides the following comments on the SEPA checklist prepared by Hayden Homes on June 9, 2015:

- 3(a) (1) – The water body referred to as being located approximately 2,800 feet to the west is erroneously referred to in the checklist as the West Fork Amon Creek. The feature is not a creek, it is an artificial irrigation drain officially named on United States Bureau of Reclamation documents as the East Badger Drain. The springs which feed the drain are composed almost entirely of irrigation seepage and return flows that surface in this area as a result of the regional rise in groundwater levels created since the onset of irrigation in 1957. Aerial photos that predate the onset of irrigation show no evidence of surface water in this area.
- 5(a)- Fish passage into the erroneously referred to “West Fork Amon Creek” was never completed, due the lack of scientific data related to the habitat quality available in the artificial irrigation drainage feature. A recent habitat suitability study supported by Kennewick Irrigation District and other Yakima basin irrigators found that habitat quality in the drain for salmonids was limited by water temperatures, excessive levels of fine sediments, absence of cobble substrates, and lack of fast-water habitats. Electro-fishing surveys conducted as part of the study found that the dominate fish species found in the drain was mosquito fish (*Gambusia spp.*), with lesser occurrences of threespine

stickleback (*Gasterosteus aculeatus*), speckled dace (*Rhinichthys osculus*), and rainbow trout (*Oncorhynchus mykiss*). The study has been attached to this letter.

If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,



Seth Defoe
Land and Water Resources Manager

cc: File

Nathan Machiela, Hayden Homes, Inc.

Suitability of the West Fork Amon Wasteway for Salmonids

March 2015

Final Draft

Prepared by:

David Child

Biologist

DC Consulting LLC

Ian Courter

Biologist

Mt. Hood Environmental

Preferred Partner, Cramer Fish Sciences

Prepared for the:

Yakima River Basin Coalition

Executive Summary

Amon Wasteway is a major irrigation delivery canal, operational spill, and return flow facility for the Kennewick Division of the Yakima Reclamation Project, which serves thousands of water users within 20,201 acres (USGS, 1978). Fish (including salmon and trout) have been found in the wasteway, and questions continue to be raised about the waterway's suitability for salmonids.

The purpose of our study was to provide resource managers with an objective and quantitative accounting of the West Fork (WF) Amon Wasteway's suitability for salmonids, with special focus on whether available habitat and fish presence during summer flow conditions could support production of significant numbers of salmonids.

To do this we reviewed available information and conducted our own independent study of habitat conditions and fish presence in the wasteway. We found relatively few biological studies documenting habitat conditions or aquatic species sampling in the WF Amon Wasteway, so it was necessary to supplement our review with unpublished data and information gathered.

Our review revealed that the WF Amon Wasteway does support a limited number of salmonids (*Oncorhynchus mykiss*), but the WF Amon Wasteway is not capable of producing salmonids in significant abundance. Data collected in 2014 revealed that the most abundant fish species residing in the WF Amon Wasteway was the mosquito fish (*Gambusia affinis*), a species introduced by the Benton County Mosquito Control District in ponded sections of the system.

After conducting habitat surveys, water quality sampling (including continuous monitoring of water temperatures at eight sites), fish sampling in the wasteway, and salmonid carrying capacity modeling; we discovered several important factors that limit salmonid production potential in the WF. The most significant factors were warm summer water temperatures, excessive levels of fine sediments, absence of cobble substrate, and lack of fast-water habitats. These habitat characteristics are principally controlled by local climatic and geologic conditions. Low salmonid carrying capacity predictions were consistent with low abundances observed during electrofishing surveys.

The primary limiting factors for salmonid carrying capacity in the WF Amon Wasteway are not within management control. Therefore, alterations to the wasteway would be expected to yield relatively small gains or losses in salmonid production.

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Introduction

From the late 1800's through the 1950's, a network of canals, pumping plants, and laterals were developed to distribute irrigation water to agricultural lands within the Yakima River Basin and Kennewick Irrigation District (KID). The Kennewick Division is part of the Yakima Reclamation Project, a federal (Bureau of Reclamation) irrigation project located in the Yakima River Basin of central Washington State. The Kennewick Division provides irrigation water to 20,201 acres of agricultural and urban land in the Project. Along with the water distribution system, a network of drains and wasteways were designed and constructed to convey irrigation return flows and irrigated agricultural drainage back to the Yakima River.

Water that is diverted, but not used consumptively by plants or lost to evaporation, is considered irrigation return flow. Generally, irrigation practices have led to return flows accounting for as much as 50% of the water that is diverted (Lentz, 1974), although water conservation measures seek to improve the proportion of return flow relative to diverted flow. Thus, the drainage network of the Yakima Reclamation Project is nearly as extensive as the delivery network, and some of the drains carry significant amounts of flow, particularly during the irrigation season.

Amon Wasteway (USGS, 1978)¹ is a major irrigation facility for the Kennewick Division of the Yakima Reclamation Project which is used as a canal for delivery of water to the Gage Pumps, collects return flows, and releases operational and emergency spills for the Yakima Reclamation Project. The KID operates and maintains project facilities, including canals, drains, pumping stations, and Amon Wasteway. The wasteway carries spills of excess water from the main canal and delivers water to about 1,500 water users in the district, all via the Gage Pumps located in the lower wasteway. The wasteway also carries storm water runoff from the cities of Richland and Kennewick. Nearly all of the flow in the Amon Wasteway is Yakima Reclamation Project waters either in the form of return flows, operational spills, or deliveries to the Gage Pumps (Smith, et al 2005). Smith et al. found that the primary source for water in the east branch is from intentional releases from the Kennewick Irrigation District's main canal (2005). Nearly all of the flow from the west branch of the Amon Wasteway (WF Amon Wasteway in this report) consists of returns from groundwater inputs influenced by applied irrigation and canal seepage in the Badger Canyon area (USGS, 1986). Refer to appendix 4 for a detailed map of the KID.

Currently, the Yakima Basin Joint Board, and members of the Yakima River Basin Coalition are assisting the Bureau of Reclamation in an Endangered Species Act (ESA) consultation for the operation and maintenance of the Yakima Project, including all Reclamation facilities operated by the irrigation divisions, including the Kennewick

¹ The term Amon Wasteway (legal use) or WF Amon Wasteway is used rather than Amon Creek, based on the 1978 USGS Badger MTN topographic map and further clarified in the Yakima Basin Steelhead Recovery Plan, page 26 (Conley et al. 2009) and as labeled on the Kennewick Division Construction Documents in 1955 (Revell, 2010). Functionally, however, the Amon Wasteway was designed as a delivery system to the Gage Pumps and is more accurately called a "canal" at least above those pumps.

Division. The resulting Biological Assessment (BA) may provide a detailed description of operations and maintenance of irrigation drains and wasteways, and a description of fish resources and habitat conditions. This research can provide information for the BA.

There are ongoing efforts by the KID under their Water Conservation Plan to improve water distribution systems through the installation of lining and automated gates on the canals, and the construction of re-regulation reservoirs that will substantially reduce and may ultimately result in little or no water releases into Amon Wasteway. These actions may also decrease groundwater inputs to the WF Amon Wasteway. Future climate change predictions have also stimulated discussions about water conservation measures. Generally the KID may spill water to the Amon Wasteway or convey water to the Gage Pumps during the periods of early April to late October, annually. Given probable changes in water operations, it appears likely that Amon Wasteway and WF Amon Wasteway discharge will decrease in the future as irrigation water use becomes more efficient.

In recent years there has been some speculation by some that the Amon Wasteway is a natural stream and not a man-made irrigation drain. However historical evidence indicates that the wasteway is man-made and was established in 1957 (Early, 2002) as a designed and constructed part of the Kennewick Division. Mistaking the wasteway for a natural watercourse is understandable since portions of the wasteway flow down a natural topographic canyon to the Yakima River. Since 1957, irrigation water supplied to the area by KID has resulted in development of trees and wetland vegetation creating a vegetated corridor and habitats for aquatic invertebrate and vertebrate species. None of this vegetation was present in historic pre-irrigation conditions, as demonstrated by Farm Service Agency aerial photos (see Figure 1).

In 2005, Smith et al. studied the hydrology and geology of Amon Wasteway through a project funded by the Yakima Basin Joint Board. With a drainage area of 62 square miles, the study found that the natural runoff of the wasteway drainage would range from 250-500 acre-feet per year, or less than 0.51 cubic feet per second if the discharge was on a continual flow basis (Smith et al. 2005). The flows would have likely occurred as infrequent, unpredictable snow melt over frozen ground, rain-on-snow, or local storm events. The area that is now Amon Wasteway would have been dry except for such events. The results of Smith's hydrology models have been supported by research done by KID and aerial photographs of the area prior to irrigation development. This information leads us to conclude that the Amon drainage did not have sufficient flow to provide fish habitat under natural, pre-irrigation conditions, including those portions now utilized as the WF Amon Wasteway.

Currently, there is access for aquatic species to travel from the Yakima River and to lower reaches of Amon Wasteway. Fish, including salmonids, have been documented in the wasteway, but until now it was not known which, if any, species were able to maintain self-sustaining populations. Reports of a limited number of rainbow trout (*Oncorhynchus mykiss*), coho salmon (*Oncorhynchus kisutch*) and fall Chinook salmon (*Oncorhynchus tshawytscha*) sighted or collected in the wasteway (Meadow Springs

Country Club, 2003, Child & Courter, 2010) have elevated public interest in understanding the wasteway's capacity to produce salmonids, despite the fact that most of the flow in the wasteway is artificial. In particular, there was interest in providing fish passage from the lower main stem to the wetland areas upstream of the golf course ponds in the WF Amon Wasteway. However, the value of that management action remained unclear because the quality of salmonid habitat conditions in the WF had not been documented nor formally evaluated.

The potential for fish use of Amon Wasteway may have important implications for the Bureau of Reclamation, Yakima Project ESA consultation, KID operations, as well as local fisheries and water resource management. Building on our previous study conducted in the lower reaches of the Wasteway (Child and Courter 2010); the purpose of this study is to provide managers with an objective and quantitative analysis of the WF Amon Wasteway's ability to produce salmonids, with an emphasis on available habitat and fish presence during summer flow conditions. Further, the studies' purpose is to present the best science on the issue of habitat quality within the WF Amon Wasteway.

Review of Available Information

This section summarizes available biotic and abiotic information about Amon Wasteway. Findings are presented by topic. It was necessary to draw on literature and data from outside the Yakima Basin when appropriate in order to thoroughly explore issues that were important to our understanding of how salmonids might respond to habitat conditions in Amon Wasteway.

Historical Context

Historical photos of Amon Wasteway document its pre-irrigation condition influences (Figure 1). Prior to establishment of the wasteway, the area lacked riparian vegetation and wetland habitat, and appears to be completely dry at the time of the photograph taken in 1950. Some postulate that the local geology indicates the Yakima River's course once followed Badger Canyon and the Amon Wasteway drainage, but the Missoula Floods blocked access to the canyon with alluvial sediments, which set the Yakima River in its current channel (Shaw, 2008).



Figure 1. Aerial photos from 1950 versus 2008 of Amon Wasteway.

In the 1970s irrigation return flows caused flooding in the Yakima Delta area administered by the Corps of Engineers. To prevent excessive mosquito production, an overflow channel was constructed to carry excess waters to the Yakima River. The overflow channel eroded significantly forming a gully that has since become the main channel from the Amon Wasteway to the Yakima River (McKern 2014).

Flow

Smith et al. provides evidence that nearly all of the flow in the WF is from KID Division seepage or return flows (2005). This hypothesis is further supported by the USGS in 1986, a study comparing groundwater levels pre and post development. Furthermore, CH2MHILL (1983) completed a groundwater study in Badger Canyon, which supports that the source of the water in the WF is likely from the Yakima River via KID Division operations. The WF is denoted as the East Badger Drain on some KID right of way maps (Revell, 2010). Witty and Monk (2005) found that water flows in the wasteway fluctuate daily, weekly and seasonally, especially during the irrigation season. As mentioned in the introduction Smith et al. (2005) presented natural stream flow estimates for several drainages within the lower Yakima River and concluded that with an area of 62 square miles natural runoff of the Amon drainage would range from 250-500 acre-feet per year,

or 0.51 cubic feet per second per day of discharge (Table 1). Thus, it appears that the vast majority of current discharge from Amon Wasteway is derived from irrigation return flows.

Table 1. Calculated Natural Flow Contributed From Runoff in Amon Wasteway

Drainage	Watershed (square miles)	Precipitation (inches)	Discharge Estimates (cfs/day)
East Fork	26.66	7.58	0.23
West Fork	31.80	7.58	0.28
Totals	58.46	7.58	0.51

***Data from the Western Regional Climate Center (www.wrcc.dri.edu) and from Smith et al., 2005. Discharge estimates were calculated based on mean annual runoff.**

Temperature

Salmonids are cold water fish, with few species capable of tolerating temperatures greater than 24°C for an extended period of time. Child and Courter (2010) deduced from the scientific literature that density declines as the maximum weekly average temperature (MWAT) exceeds approximately 16°C. There is some variation in temperature tolerances across species and between populations. However, the upper limit is consistently between 21°C and 23°C with most species and life histories preferring temperatures between 10°C and 16°C. Analysis of both juvenile coho and rainbow trout rearing densities were highest at MWATs between 14°C and 16°C (Child and Courter (2010). The highest MWAT at which coho were observed was 23.4°C, although most fish were found in pools with MWAT less than 21°C. Rainbow trout also showed similar temperature preferences, with the highest densities observed in sites with MWAT below 15°C. Relative densities of rainbow trout at MWATs greater than 20.5°C were less than 3% of the maximum densities observed.

Water Quality

A limited amount of water quality monitoring has been conducted in the wasteway. Early (2002) studied water quality and macroinvertebrate communities and concluded that some attributes of the wasteway's water quality are better than other drainages in the lower Yakima Basin, namely the Spring Creek Wasteway and Satus Creek below the Dry Creek confluence. Amon Wasteway rated higher in both macroinvertebrates community indices and in water quality than the nearby Yakima River. However, others have documented high levels of turbidity in the wasteway (Witty and Monk, 2005). Littleton (2010) continued to study water quality in Amon Wasteway, and compared the results of her study with the results obtained by Early in 2002. Littleton found that Amon Wasteway had lost macroinvertebrate diversity in the nine years between the two studies,

and while still productive, was declining in ecological health (2010). This is important, since macroinvertebrates are a source of food for salmonids in the wasteway. Another water quality study exists, conducted by a volunteer, Alexandra Amonette from the Tapteal Greenway Association, with funding from the Washington Department of Fish and Wildlife Aquatic Lands Enhancement Account (Littleton, 2009 and Amonette, 2009). Amonette (2009) concluded that water quality in the main stem of Amon Wasteway was suitable for salmonids between November and April.

Spawning Habitat Conditions

Blair (2005) provides a comparison of coho salmon habitat suitability indexes within the irrigation and non-irrigation season in Amon Wasteway. He concluded that instream and riparian habitats in some portions of the wasteway, considering substrates, water velocities and depths, were suitable for spawning adult coho salmon. More specifically, the Delta (much of the area below Columbia Park Trail), West Fork and East Fork reaches were deemed inadequate for spawning, but the section of the wasteway that roughly parallels Leslie Road appeared to be more likely to be able to support spawning coho. This section was also where most of the spawning coho salmon were found in surveys (Hoffarth, 2009 and 2014 personal communication). Blair (2005) also suggested that the reach running through the Meadow Springs Golf Course may provide suitable habitat for spawning coho. Coho spawning surveys have been completed in Amon Wasteway by the WDFW and by Yakima Basin Joint Board biologists, Pat Monk and David Child (Table 2).

Salmonid Monitoring Surveys

Fish sampling has been conducted on a number of occasions, but none of this data is available in written reports, in part because the surveys are typically small in scope and are not organized as part of a systematic effort to study fish abundance or assemblage in the wasteway. To our knowledge there have been two types of salmonid surveys in the wasteway: spawner/redd surveys and electrofishing. WDFW has also conducted two electrofishing surveys, with one survey occurring in 2001 (see results of these in Child & Courter 2010). A limited number of salmonids were collected along with a variety of other species including smallmouth bass, bluegill and mosquitofish. Evidence of low salmonid densities was corroborated by Monk and Witty (2005) who noted a lack of salmonids during habitat surveys in the wasteway.

Table 2. Summary of redd surveys for Amon Wasteway (adapted from Hoffarth, 2008, 2009 with 2007 - 2014 data provided by Pat Monk and David Child *unpublished data/surveys*)
***not surveyed in 2002, 2003, and 2004. Salmon redds (assumed coho) have been observed, primarily between the mouth and Canyon St., with the majority of them found in the ½ mile upstream of the Columbia Irrigation District flume.**

Year	Redds	Coho Observed
2014	4	0
2013	2	0
2012	11	3
2011	0	3
2010	0	0
2009	16	0
2008	4	2
2007	1	0
2006	47	3
2005	0	0
2001*	0	7

Study Methods: 2014 Data Collection and Analysis

Amon Wasteway is located in the cities of Kennewick and Richland, Washington near the mouth of the Yakima River (Figure 2). The uppermost reaches of the east fork are located in the dryland wheat fields of the Horse Heaven Hills; the point of operational spill into the east fork of the wasteway occurs in an area of open space, which is rapidly converting to residential developments moving down towards the urbanized parts of Kennewick and Richland. The uppermost reaches of the west fork, like the east fork, are in dryland wheat fields of the Horse Heaven Hills. The west fork runs through Badger Canyon, where land use is predominately hay and corn fields, fruit orchards, small farms and ranches, and low density rural residential development (DeFoe 2015). The East and West Forks converge at the Meadow Springs Country Club. Downstream of the confluence, wasteway water then flows through the remainder of the golf course into a topographic canyon, surrounded by a series of residential developments until ultimately reaching the Yakima River delta. The analyses reported herein focus on three reaches in the West Fork.

To determine salmonid production capacity in the WF, we collected field data and modeled fish carrying capacity. The primary field data components included stream habitat surveys, fish sampling, and water quality monitoring. Habitat and fish sampling data were then compared to values from scientific literature to assess salmonid suitability. Modeled estimates of fish rearing density were also used to evaluate rainbow trout/steelhead production potential.

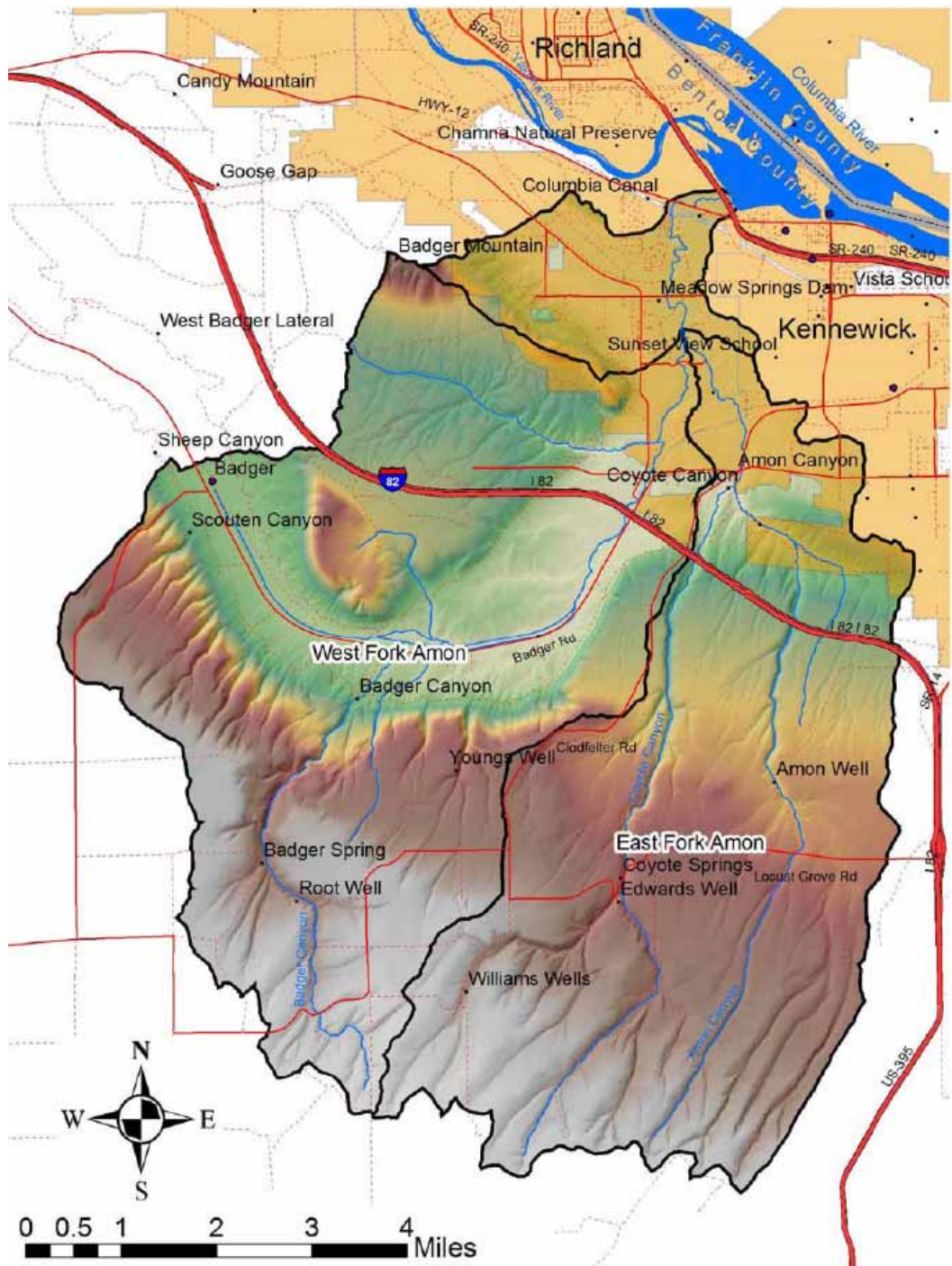


Figure 2. Amon Wasteway drainage area (Smith et al. 2005).

Habitat Survey Data Collection

Field surveys were conducted in three sampling reaches approximately 200 to 700 meters in length (Figure 3). Sample reaches were chosen to represent major shifts in gradient, geomorphology, and habitat conditions. Data collection followed the methods of Cramer and Ackerman (2009a), similar to the Oregon Department of Fish and Wildlife Stream Habitat Survey Protocol (Moore et al. 2002). Surveys were conducted in February of 2014.

Mesohabitat units such as pools, riffles, and glides were surveyed. Habitat features were described by the following variables:

- Total length of each channel unit
- Average width of each channel unit
- Maximum depth in pools
- Average depth in riffles and glides
- Classification of substrate, by proportion, into each of the following substrate classes: fine sediment (fines), gravel, cobble, boulder, bedrock
- Wood complexity index and count

Other useful information was noted such as flow, bankfull width, riparian vegetation, and the presence of fish passage barriers. In each reach, 2-3 temperature loggers were deployed for the term of the project from February – November. Water quality samples were also taken during the late winter, spring and summer of 2014, including flow volume (cubic feet per second), dissolved oxygen (mg/l and % saturation), pH (units) and turbidity measurements. Water quality monitoring locations are delineated with an “F” in Figure 3.

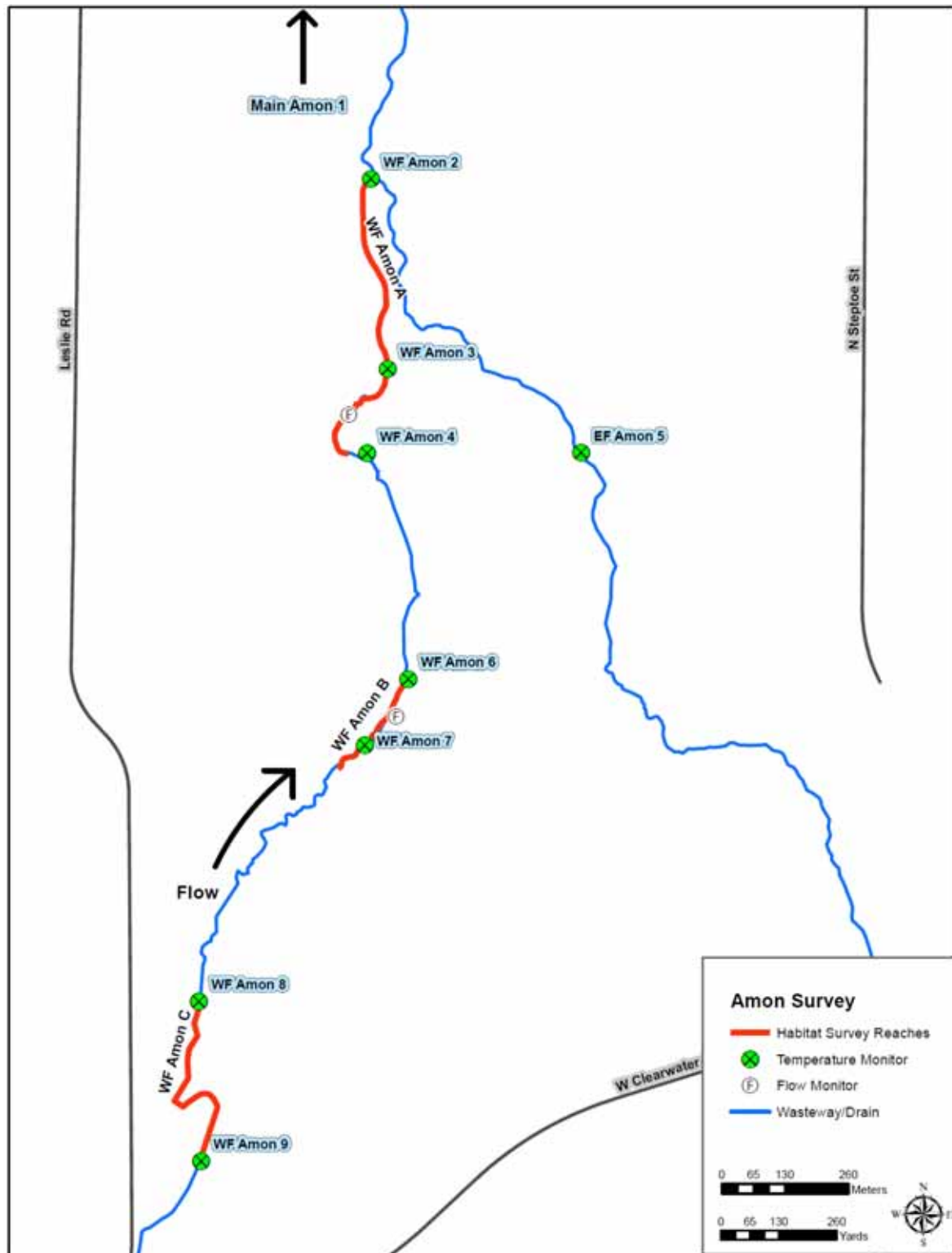


Figure 3. WF Amon Wasteway habitat survey reaches (WF Amon A, B, & C) and temperature monitoring sites (1-9).

Electrofishing Methods

In cooperation with Paul Hoffarth with the WDFW, we used a backpack electrofisher and dip nets to thoroughly sweep accessible areas of each of the two lower sample reaches, expending approximately one hour of sampling effort in each reach. Fish were individually identified by species and measured before being released back into the wasteway. Single-pass backpack electrofishing in small streams is known to provide a reliable index of fish abundance (Carter et al. 1998 and Douglas et al. 2005). Thus, this methodology was expected to provide a reasonable estimate of relative abundance of fish in WF Amon Wasteway.

Temperature Monitoring

In total, 9 temperature loggers (HOBOS) were deployed throughout the WF Amon Wasteway (Figure 3). Temperature data was collected on an hourly time step between February 25 and November 25, 2014. Three loggers were deployed in each representative habitat sampling reach, as well as one in the East Fork and one in the mainstem Amon Wasteway near the Columbia Irrigation District flume, upstream of the confluence with the Yakima River. All temperature loggers were recovered, except WF Amon 2 near the last pond on the golf course.

Salmonid Capacity Estimation

Stream habitat survey data was used to populate a rainbow trout/steelhead carrying capacity model according to the methods of Cramer and Ackerman (2009b). Habitat conditions in WF Amon Wasteway are different from typical interior Columbia Basin salmonid streams because the flow and habitat in the wasteway are not naturally occurring. Most of the WF is comprised of man-made ponds and irrigation induced bulrush-covered wetlands. Therefore, wetland areas and ponds were treated as “pool” habitat types in the model. Although we expected this assumption to overestimate carrying capacity, it allowed us to examine whether WF Amon wetlands have the potential to provide suitable salmonid rearing habitat.

Modeling was used to estimate fish rearing density per square meter of wetted channel width. Resulting baseline rearing density estimates were then scaled to account for various habitat features, as previously described (Cramer and Ackerman (2009b)). The most limiting habitat variables in WF Amon Wasteway were water temperature (Figure 4), substrate conditions (Figure 5 and Figure 6), and the availability of fast water habitat types (Figure 7). Water temperatures were excessively high in WF Amon reaches A and B. In addition, the WF generally lacks riffle habitat, and fine sediments dominate the stream substrate composition.

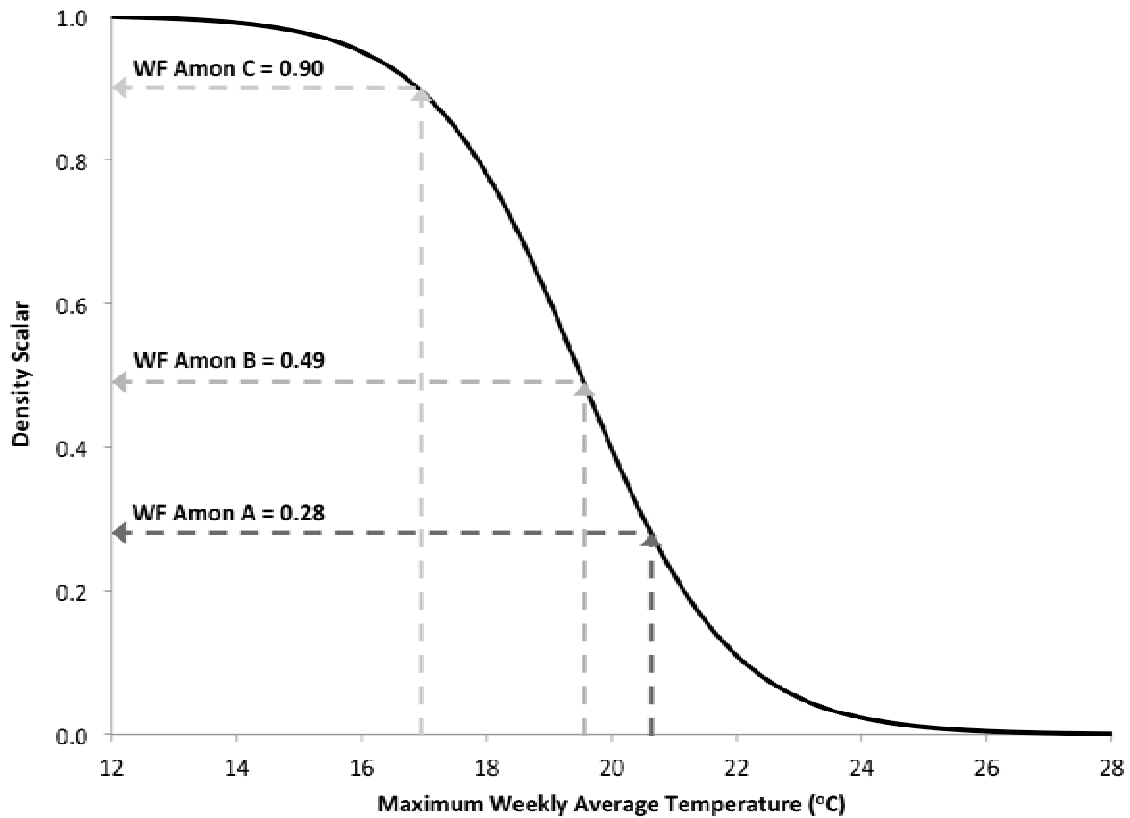


Figure 4. Logistic function used to predict temperature effects on rainbow trout/steelhead rearing densities in WF Amon Wasteway Reaches A, B, and C (from Child and Courter 2010). The function passes through values of 0.95 at 16 °C and 0.05 at 23 °C. Scalar values used during capacity modeling are displayed directly on the plot.

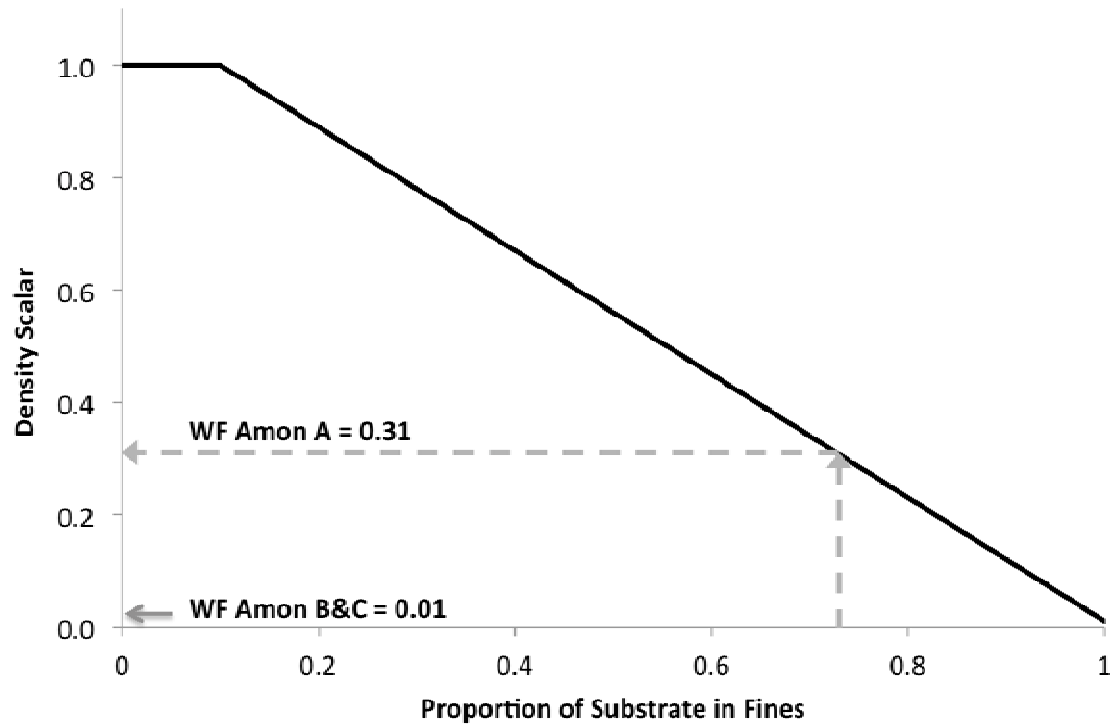


Figure 5. Linear function used to predict the impact of fine sediments on salmonid stream productivity (Cramer and Ackerman 2009b). Scalar values used during capacity modeling are displayed directly on the plot.

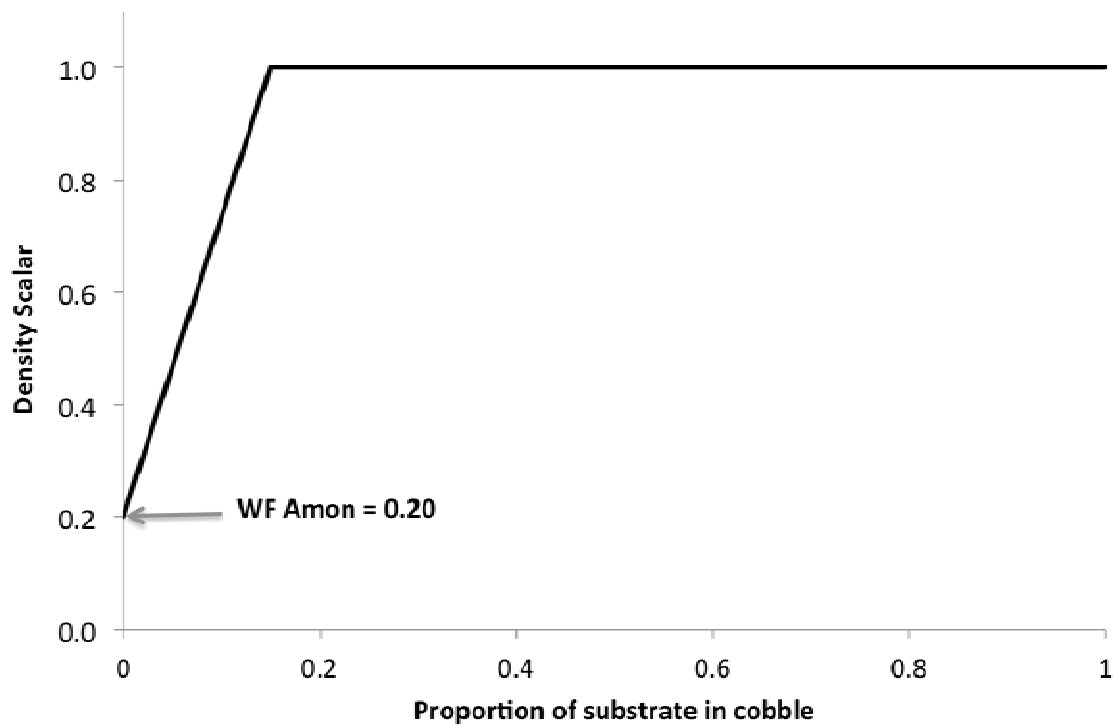


Figure 6. Linear function used to predict the impact of cobble substrates on salmonid stream productivity (Cramer and Ackerman 2009b). Scalar value used during capacity modeling for all three WF Amon wasteway reaches is displayed directly on the plot.

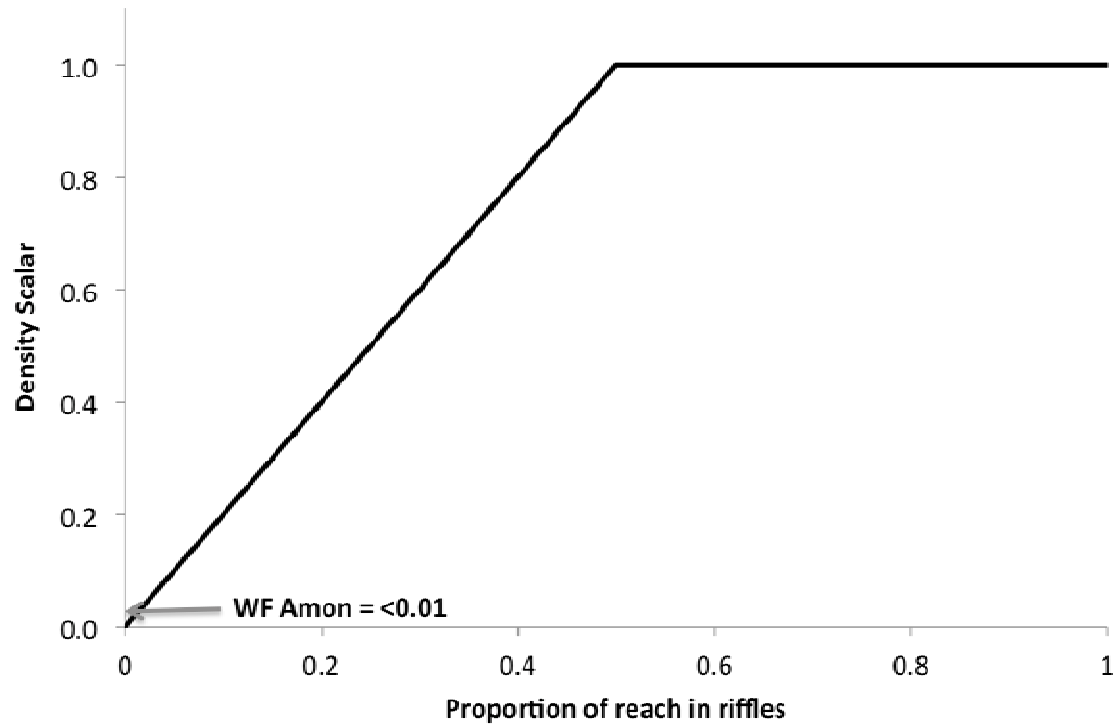


Figure 7. Linear function used to predict the impact of riffle habitat types on salmonid stream productivity (Cramer and Ackerman 2009b). Scalar value used during capacity modeling for all three WF Amon wasteway reaches is displayed directly on the plot.

Results

Habitat Surveys

The three sample reaches were comprised of shallow ponds and wetlands (pools), riffles and/or glides (Figure 8 and see Appendix 3 for representative habitat pictures). Cascades, rapids and other mesohabitat types were not observed. Pools composed nearly 100% of WF Reach A and 100% of Reach C. Glides comprised 100% of the habitat for WF Reach B. Substrate composition was 100% fines in reaches B and C and 74% in reach A. The remainder of Reach A was comprised of 23% boulder and 3% cobble substrates (Figure 9).

The amount of woody debris observed in the study areas was low. When scored on a scale of 1-5 (low-high), only one mesohabitat unit scored a 3 and the remainder of the habitats scored a 1. The pool in WF Reach A that scored a 3, had thick overhead cover; however, the substrate in this pool was comprised almost entirely of fine sediments, offsetting the habitat benefit of the wood cover.

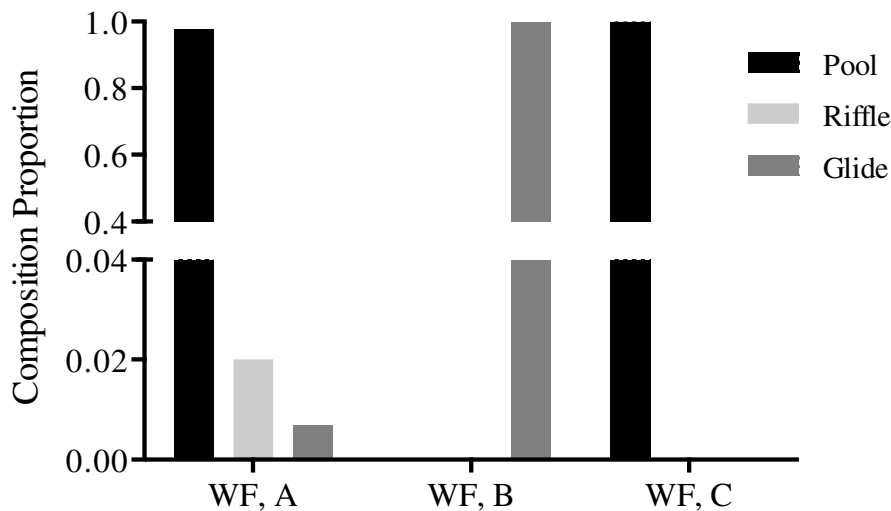


Figure 8. Proportion of pond and wetland (pool), riffle, and glide mesohabitat types in WF sample Reaches A, B and C, 2014.

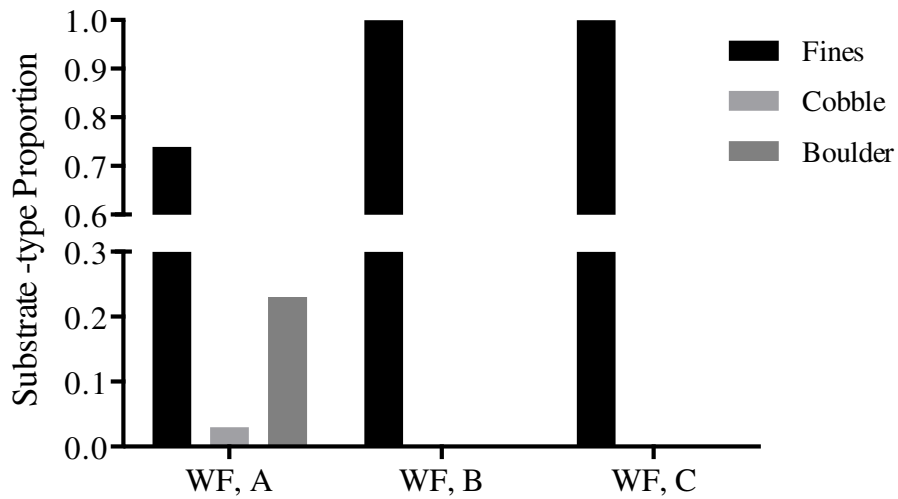


Figure 9. Proportion of fines cobble, and boulder substrate in WF sample Reaches A, B, and C, 2014.

Water Quality

Spot measurements of temperature, dissolved oxygen (DO), pH, and turbidity data were collected from the WF reaches A, B and C during spring, summer and early fall, 2014 (Table 3). DO readings were imprecise due to difficulties with equipment calibrations, but they did provide a useful measure for relative comparison between reaches and sampling events. With the exception of measurements taken in February, DO readings from WF Amon Wasteway were higher during winter months and lower during the warmer, summer months. The lowest DO measurements were taken in WF Reach A and C, which are also the two reaches with the highest pond and wetland habitat surface area. In general, WF Reach B water quality provided the most suitable conditions for salmonids of the three reaches studied. The pH and turbidity measurements observed throughout the WF were compatible with natural stream conditions elsewhere in the Yakima Basin.

Table 3. WF Amon Wasteway Water Quality Data, 2014.

Location	Sample Date	Time	Temp °C	DO		pH	Turbidity
				(mg/l)	Sat%		
WF Amon A	2/26	956	6.6	8.67	72.5	7.91	clear
	3/24	1130	12.3	12.13	113.4	8.08	clear
	4/29	1130	14.2	15.1	145.8	8.45	clear
	5/27	1025	18.2	9.61	102.6	7.82	slightly turbid
	6/26	1140	20.5	6.46	73.1	7.75	clear
	7/30	939	22.1	7.41	85.4	7.72	very clear
	8/20	1100	20.0	5.44	59.0	7.25	slightly turbid
	9/24	1045	18.1	6.43	68.7	7.19	slightly turbid
WF Amon B	2/26	1200	10.3	10.06	77.0	7.9	clear
	3/24	1238	13.3	9.71	92.9	7.89	clear
	4/29	1300	16.4	10.59	105.9	8.32	very clear
	5/27	1115	16.6	6.9	70.6	7.79	very clear
	6/26	1234	19.3	5.94	63.4	7.64	very clear
	7/30	1025	18.3	5.92	62.5	7.36	very, very clear
	8/20	1015	18.7	7.92	74.3	7.37	very clear
	9/24	1010	15.9	8.27	80.4	7.47	clear
WF Amon C	2/12	1230	11.0	8.4	77.0	7.69	clear
	3/24	1315	14.9	8.64	85.2	7.65	clear
	4/29	1430	18.1	10.38	103.6	7.79	slightly turbid
	5/27	1141	18.7	9.38	100.7	8.27	slightly turbid
	6/26	1254	19.6	4.87	52.8	7.56	turbid
	7/30	1058	20.0	4.75	54.4	7.37	very clear
	8/20	940	20.2	6.9	78.9	7.23	slightly turbid
	9/24	930	17.2	4.82	50.6	7.25	slightly turbid

Water Temperature

Water temperature conditions were similar between all reaches in months March through May and September through October (Figure 10). From June through August, similar temperatures were found between the lower main stem and EF, and between reaches A and B within the WF, only varying by 1 °C. The greatest difference in average daily temperatures during the months of June through August was found to be approximately 4 °C (between the EF and WF Reach C). Further, on average, WF Reach C was approximately 2 °C cooler than either reaches A or B during these summer months. Cooler observations in Reach C can be attributed to flow input from springs upstream. Further, warmer observations in the remaining downstream reaches are likely due to low flow conditions – causing a rapid increase in water temperature due to warmer ambient air temperatures. Differences in temperatures between all reaches can further be attributed to localized stream attributes, such as width, depth, and vegetation cover.

Maximum seven-day average temperatures exceeded 20 °C from June 24 through September 2 for the Lower Main Stem and EF, peaking on August 4 at 24 °C and 25 °C, respectively (Figure 11). For WF, Reaches A and B, the maximum seven-day average at approximately 19 °C or more, occurred during the month of July. For Reach C, the highest temperatures recorded occurred during late June through early September, with temperatures around 16 °C.

During the summer irrigation season, flow discharge from the EF is larger in volume compared with the volume the WF. Therefore, EF temperatures heavily influence values recorded in the Lower main stem (Temperature Logger 1). Solar heating of the Country Club ponds may also increase temperatures in WF Reach A. In one recording, we found temperatures upstream of the Country Club 5 °C cooler in the summer compared to what was observed in the Lower main stem. Whether by a combination of factors, or solely as a result of accretions from the EF, temperatures in Amon Wasteway are at or near equilibrium with air temperatures below the confluence of the EF and WF, and continue to be at equilibrium until reaching the Yakima delta.

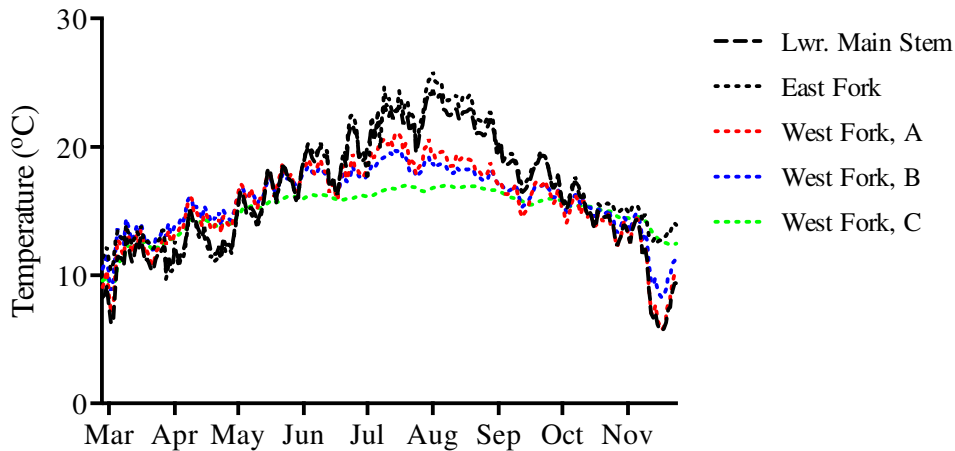


Figure 10. Average daily water temperature conditions in all reaches sampled in Amon Wasteway, 2014.

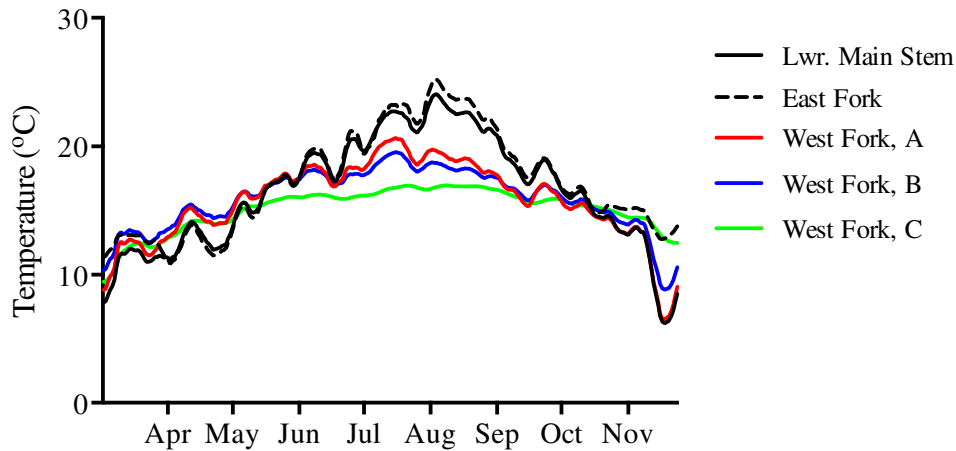


Figure 11. Seven-day average water temperature conditions in all reaches sampled in Amon Wasteway, 2014.

Electrofishing Surveys

In total, three salmonids were captured in the WF and one at the confluence of the WF and EF during our July 2014 electrofishing surveys in Amon Wasteway (Table 4). All four salmonids were rainbow trout. Species with higher temperature tolerance such as smallmouth bass, sunfish, speckled dace and peamouth were the most abundant species found in a previous mainstem Amon Wasteway survey (Child & Courter 2010). Findings in the WF were similar, although overall species diversity and fish abundance was lower. The number of salmonids captured per 100-meters of stream surveyed were <1, 0, and 0 for reaches A, B, and C respectively.

Table 4. Species and size of fish captured in the WF Amon Wasteway during July 2014 electrofishing surveys

Reach	Common Name	Fork Length (mm)	Location
WF Amon A	rainbow trout	450	In mainstem at WF confluence
	three-spined stickleback	41	In mainstem at WF confluence
	mosquito fish	38	In mainstem at WF confluence
	speckled dace	43	In mainstem at WF confluence
	mosquito fish	34	In mainstem at WF confluence
	mosquito fish	38	In mainstem at WF confluence
	speckled dace	44	In mainstem at WF confluence
	mosquito fish	32	In mainstem at WF confluence
	rainbow trout	82	Upstream of ponds in channel
	rainbow trout	93	Upstream of ponds in channel
	rainbow trout	97	Upstream of ponds in channel
WF Amon B	crayfish	N/A	In bulrush lined channel
	numerous mosquitofish		In bulrush lined channel margins
WF Amon C	numerous mosquitofish		Schools of fish observed in ponds

Salmonid Capacity Estimates

Modeled estimates of *O. mykiss* density in our sample reaches were extremely low (Table 5). In total, we estimated a rainbow trout/steelhead rearing capacity of <8 fish across 47,317 square meters of stream, pond, and wetland habitat surveyed. The habitat conditions that appear to be primarily responsible for low salmonid densities in the wasteway include warm summer water temperatures, excessive levels of fine sediments, absence of cobble substrate, and lack of fast-water habitats throughout the WF. Low salmonid density predictions were consistent with low abundances observed during electrofishing surveys.

Table 5. Estimated *O. mykiss* parr carrying capacity in sampling Reaches A, B, and C of the WF Amon Wasteway. Estimates were derived according to the methods of Cramer and Ackerman (2009b). Estimates were also adjusted to account for temperature effects following methods described in Child and Courter (2010).

Reach	Density (fish/m ²)	Habitat Area (m ²)	Carrying Capacity
A	2.06x10 ⁻⁴	27,261	6
B	2.97x10 ⁻⁶	426	<1
C	1.56x10 ⁻⁵	19,630	<1

Discussion and Conclusions

After conducting a literature review and an independent evaluation of habitat conditions and fish presence in the WF of Amon Wasteway, we conclude that the WF does not appear to be well-suited for salmonid production. Observed salmonid abundance and modeled densities were extremely low relative to salmonid-producing streams elsewhere in the Yakima Basin². This result was similar to our previous findings in Amon Wasteway downstream of the EF and WF confluence (Child and Courter 2010).

Although the WF ponds and wetlands had considerable wetted habitat surface area, the substrate was comprised of nearly 100% fines, which is not compatible with salmonid producing streams. Fine sediments fill in the interstitial spaces between the larger coarse substrate materials, reducing aquatic macroinvertebrate production, the primary food source for stream salmonids, and eliminating critical refugia for rearing salmonids. There was also a lack of fast-water habitats, such as riffles, rapids and cascades. These habitat types, often associated with higher gradient streams, help to remove fine sediments from fish and invertebrate rearing areas, and they provide insect drift, which is how salmonids typically feed on benthic macroinvertebrates. The only area within the WF where we documented salmonid presence was where the WF enters the Meadow Springs Country Club golf course. This particular area had a small patch of cobble which was part of the engineered stream channel that meanders through the golf course. There was also a small riffle directly upstream of the cobble patch. Though absent elsewhere in the WF, these are the types of conditions that would be more likely to support salmonids, and our field data confirmed this assertion. This area is above a fish passage barrier culvert at the last golf course pond (see WF Amon A reference picture in Appendix 3).

As explained by Child and Courter (2010), there are two broad-scale factors principally responsible for Amon Wasteway's low salmonid production capacity: 1) geomorphology and 2) climatic conditions. The wasteway exists within a geologic area characterized by plentiful fine silts, clays, and sands that do not provide suitable stream substrate for salmonids. Sedimentary deposits of glaciofluvial (glacial or riverine), lacustrine (lake), and eolian (wind blown) origin, and basalts of volcanic origin are the two principal formations found in the lower Yakima Basin (Molenaar 1985). Similarly, Smith et al (2005) found that the surface geology in the WF Amon was mostly composed of highly permeable outburst flood deposits (50%), with lesser amounts of loess (33%), mass wasting deposits (2%), alluvium (1%), and basalt (15%) of low permeability. The distribution of these sediments is an important driver of geomorphic conditions in Amon Wasteway. The land irrigated by the KID, the source of nearly all of Amon Wasteway's flow volume, lies to the west of the Yakima River at higher elevations than the river floodplain (Smith et al. 2005). Thus, the origin of sedimentary deposits in the KID is primarily lacustrine and eolian. These areas contain wind-deposited loess and fine silts and sands, left behind by the Missoula Floods (Molenaar 1985). In contrast, most soils in

² Trout densities in several different sites throughout Taneum Creek, a high priority watershed for salmonid restoration activities located in the upper Yakima Basin, averaged between 0.13 and 0.56 fish/m² over the years 1998-2008 (Gabriel Temple, pers. comm.).

the river floodplain lying to the west of the Yakima River in the vicinity of Toppenish and Wapato are cobbles, gravels, and sands of glaciofluvial origin. These areas support much higher salmonid densities compared with what we observed in the WF Amon Wasteway².

Romey and Cramer (2001) report that habitat conditions in Sulphur, Granger, and Moxee drains in the Yakima Basin were generally unsuitable for salmonids due to high levels of substrate embeddedness and low gradients. Salmonids are unsuccessful in Amon Wasteway for similar reasons. In addition to these limiting factors, Child and Courter (2010) documented extreme summer water temperatures throughout lower Amon Wasteway. The WF of Amon Wasteway provided cooler summer temperatures relative to the lower main stem, but only the upper portion of the WF (Reach C) had an MWAT below 19 °C. Although relatively cool groundwater feeds the WF, a short distance downstream the wasteway broadens in the vicinity of Amon Preserve where the hot, arid climate of Badger Canyon quickly warms numerous large, shallow wetland ponds. From that point downstream, water temperatures are at stable equilibrium with summer air temperatures. A thorough explanation of climatically-controlled habitat limitations for streams in general, and particularly for salmonids in the Amon region is provided in Child and Courter (2010).

Acknowledgements

Thank you to the Yakima River Basin Coalition who funded this study. Seth DeFoe and Mike Frey with the Kennewick Irrigation District were instrumental in organizing the study. Mike also contributed to the maps in the report. Paul Hoffarth of the Washington Department of Fish and Wildlife provided assistance in planning and conducting the electrofishing surveys. We provided a draft of this report to several biologists that work for a variety of agencies/groups in the Yakima Basin, and allowed for a 2 week review period prior to finalizing this document, and appreciate their comments and review. Much of this effort was built upon the 2009 fieldwork and 2010 reporting for our original “Suitability of Amon Wasteway for Salmonid Reproduction” study; please see the acknowledgements listed therein, as well.

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Appendix 1. Habitat Survey Measurement Protocol

Delineation into Geomorphic Unit Types

Channel geomorphic units are relatively homogeneous lengths of the stream that are classified by channel bed form, flow characteristics, and water surface slope. With some exceptions, channel geomorphic units are defined to be at least as long as the active channel is wide. Individual units are formed by the interaction of discharge and sediment load with the channel resistance (roughness characteristics such as bedrock, boulders, and large woody debris). Channel units are defined (in priority order) based on characteristics of (1) bedform, (2) gradient, and (3) substrate.

It should be noted that the unit types listed below do not necessarily describe all units that may be encountered in a stream, but describe all of the unit types likely to produce juvenile salmonids. Other unit types such as isolated pools, dry channel units, culverts, or steps are unlikely to produce salmonids and typically make up only a very small portion of a stream. When a stream diverges into multiple channels, each of the channels should be surveyed.

Pools

A section of stream channel where water is impounded within a closed topographical depression. Pools are typically created when fluvial processes such as scour associated with a channel obstruction form depressions in the channel bed. The scour forms a depression which acts as a basin that would continue to hold water if there was no flow. Some pools are created by impoundments such as a debris flow, a log jam, or a beaver dam.

Glides

An area with generally uniform depth and flow with no surface turbulence. Low gradient; 0-1 % slope. Glides may have some small scour areas but are distinguished from pools by their overall homogeneity and lack of structure. Generally deeper than riffles with few major flow obstructions and low habitat complexity. There is a general lack of consensus regarding the definition of glides (Hawkins et al. 1993).

Riffles

Fast, turbulent, shallow flow over submerged or partially submerged gravel and cobble substrates. Generally broad, uniform cross section. Low gradient; usually 0.5-2.0% slope, rarely up to 6%. Some riffles may contain numerous sub-unit sized pools or pocket water created by scour associated with small boulders, wood, or stream bed dunes and ridges. In these instances, sub-unit sized pools comprise 20% or more of the total unit area.

Rapid

Swift, turbulent flow including chutes and some hydraulic jumps swirling around boulders. Exposed substrate composed of individual boulders, boulder clusters, and partial bars. Moderate gradient; usually 2.0-4.0% slope, occasionally 7.0-8.0%. Rapids over bedrock may appear as swift, turbulent, "sheeting" flow over smooth bedrock. Sometimes called chutes. Little or no exposed substrate. Moderate to steep gradient; 2.0-30.0% slope.

Cascade

Much of the exposed substrate composed of boulders organized into clusters, partial bars, or step-pool sequences. Fast, turbulent, flow; many hydraulic jumps, strong chutes, and eddies; 30-80% white water. High gradient; usually 3.5-10.0% slope, sometimes greater. Cascades over bedrock are similar except that structure is derived from sequence of bedrock steps. Slope 3.5% or greater.

Backwater

Pool found along channel margins; created by eddies around obstructions such as boulders, root wads, or woody debris. Part of active channel at most flows; scoured at high flow. Substrate typically sand, gravel, and cobble.

Beaver Pond

Pool formed by a beaver dam.

Geomorphic Unit Length

Total length of each unit in meters.

Geomorphic Unit Width

Average width of wetted channel in meters. Average width should be estimated by observing the wetted width in at least three locations along the longitudinal axis of the unit, and then averaging. We prefer width measurements approximately every 10-12 meters for each unit to ensure an accurate average width measurement.

Maximum Depth in Pools

Maximum depth should be recorded in pools in meters. It is also advisable that maximum depth be recorded in backwater units and beaver ponds, though these measurements are currently not needed for the UCM.

Average Depth in Riffles

Average depth in meters should be recorded in riffles. It is also advisable that average depth be recorded in glides, rapids and cascades, but the model can be run without depth data for these select units. Depth measurements should be taken in conjunction with each width measurement.

Substrate Classification

Percent distribution by streambed area of substrate material in six size classes: fines (<2mm), gravel (pea to baseball; 2-64mm), cobble (baseball to bowling ball; 64-256mm), boulders, and bedrock. Estimate distribution relative to the total area of the habitat unit (wetted area). Round off each class to nearest 5 percent.

Wood Complexity

Each pool and glide should have a wood complexity rating assigned. Wood complexity is rated on a 1-5 scale as defined below. Other measures (counts) of LWD availability are also advisable, though currently there are no means to incorporate these data into the UCM. Future use of these data in the UCM are possible.

Table 6. Wood complexity rating definitions.

Wood Complexity Rating	Definition
1	Wood debris absent or very low
2	Wood present, but contributes little to habitat complexity. Small pieces creating little cover.
3	Wood present as combination of single pieces and small accumulations. Providing cover and some complex habitat at low to moderate discharge.
4	Wood present with medium and large pieces comprising accumulations and debris jams that incorporate smaller root wads and branches. Good cover for fish over most flow levels.
5	Wood present as large single pieces, accumulations, and jams that trap large amounts of additional material and create a variety of cover and refuge habitats. Woody debris providing excellent persistent and complex habitat. Complex flow patterns will exist at all discharge levels.

Alkalinity and Turbidity

Measures of alkalinity (mg/L CaCO₃) and turbidity (NTU) at low flow are needed to parameterize the UCM. Ideally, these values would be available for each reach surveyed. However, this is typically not the case in which instance it is desired to have several measurements available from various locations within the watershed so as to provide a representative estimate of the value for the entire basin. Previously, S.P. Cramer & Associates has undertaken analysis to estimate low flow values for these parameters if measurements were only available from other times of the year. Also, when no data are available within the watershed of interest, data from nearby representative watersheds may be used.

Other Useful Stream Survey Information

Other data may be collected that are not directly needed to parameterize the UCM, but may be useful in post modeling analysis, or to estimate capacity where no habitat survey data are available. These include active channel width, flow, gradient, and potential barriers.

Appendix 2. WF Amon Wasteway Flow Measurements From Surveys

Table 7. WF Amon Wasteway Flow Measurements From Surveys

WF Amon Wasteway flow measurements from surveys		
Date	WF Amon A (cfs*)	WF Amon B (cfs*)
2/26/2014	3.33	2.99
3/24/2014	2.8*	4.99
4/29/2014	4.21	3.45
5/27/2014	5.31	4.32
6/26/2014	4.26	4.07
7/30/2014	3.76	5.47
8/20/2014	5.37	5.98
9/24/2014	9.6	4.69

**flows are calculated in cubic feet per second (cfs)*

**on 3/24/2014 the ponds on the golf course were drained, so perhaps much of the water was lost subsurface with that water surface elevation change, as this is the day when Amon A was much less than Amon B in flow volume, note similar, but less difference on 7/30 and 8/20; though the reasoning is unclear, at this time.*

WF Amon A Location: Downstream of Broadmore Rd., but on the golf course before 1st pond

GPS Northing	46.2175
GPS Easting	119.25800

WF Amon B Location: Just downstream of the culvert below the KID pond

GPS Northing	46.21162
GPS Easting	119.25749

Appendix 3. WF Amon Wasteway Representative Habitat Pictures

It was suggested during a review period with local biologists of the draft Suitability of the West Fork Amon Wasteway for Salmonid Production report, that representative habitat pictures be provided. Here are representative pictures of WF Amon A, B & C.



Concrete Flume at WF Amon A, this structure provides a fish passage barrier.



The author at the upstream end of WF Amon A, note the fine sediment substrate.

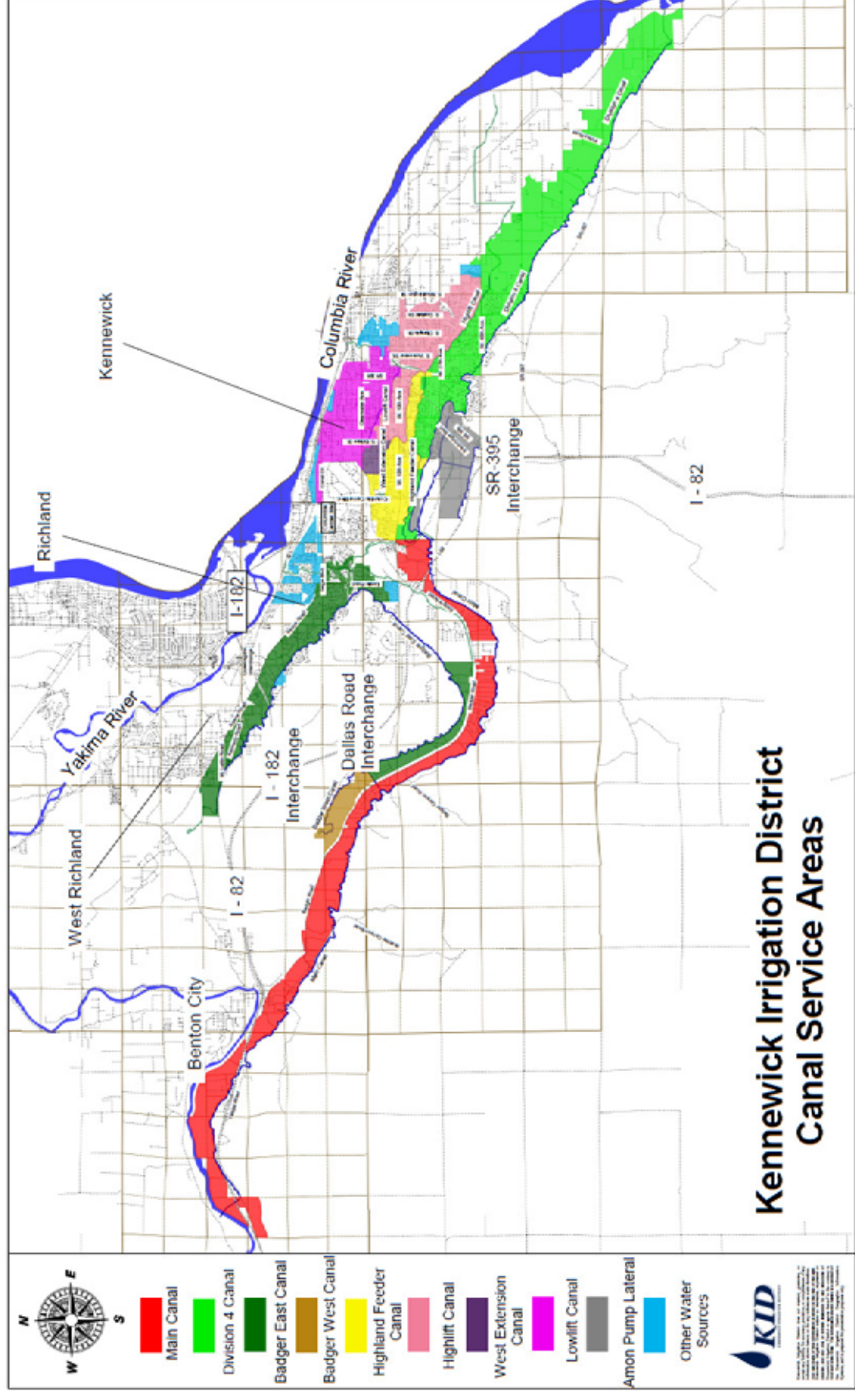


Representative habitat in the Amon B survey reach.



The co-author at the WF Amon C habitat survey reach.

Appendix 4. Detailed map of the Kennewick Irrigation District service area, Amon Wasteway meets the Yakima Delta near I-182.



I. PUBLIC PARTICIPATION

The Growth Management Act requires the city to establish and broadly disseminate to the public a public participation program identifying procedures whereby proposed amendments or revisions of the comprehensive plan are considered by the governing body.

Review: The City of Richland has an established public participation program to ensure early and continuous public participation in comprehensive plan amendments. The following outlines the program as it applies to this comprehensive plan amendment:

- (1) Communication programs and information services. The City of Richland informed the public about the proposed plan amendment by publishing notice of the amendment in the Tri-City Herald, by posting the site, by mailing notice to surrounding land owners and by posting notice on the City web page.
- (2) Broad dissemination of proposals and alternatives. The City of Richland distributed the proposed plan amendment in the following manner to ensure that information on the amendment was available prior to discussion at public hearings:
 - (a) Copies were available at the Planning and Development Services Division.
 - (b) A copy was posted on the City web page.
 - (c) Copies were available at the public hearing held by the Planning Commission.
- (3) Public meeting after effective notice. The City of Richland publicized public hearings in the following manner to ensure the broadest cross-section was made aware of the opportunity to become involved in the planning process:
 - (a) Public hearings before the Planning Commission and City Council were scheduled to allow for public comment.
 - (b) Public hearing notices were published in the Tri-City Herald at least 10 days before the scheduled date.
 - (c) Meeting summaries will be prepared and available to the public shortly after the public hearing through the Planning and Development Services Division.
 - (d) All public hearings will be cablecast on the City's cable channel.
- (4) Provision for open discussion. The City of Richland took the following actions to ensure that the public had an opportunity to actually take part and have their opinion heard:
 - (a) Agendas are written that clearly define the purpose of the hearing, the item to be considered, and actions that may take place.
 - (b) All public hearings will be scheduled during the weekday in the evenings to encourage the greatest number of people to attend.
 - (c) The chairman presiding over the hearing shall allow the public an opportunity to comment on the amendment.
 - (d) All hearings will be recorded for public access and review.
- (5) Opportunity for Written Comments. The City of Richland provided the public an opportunity to submit written comment any time during the comprehensive plan amendment review process. These written comments will be made part of the record to allow the governing body to consider them in their decision making process.

II. PLANNING GOALS

The Growth Management Act (GMA) requires the city to consider and be guided by the 13 goals established in RCW 36.70A.020 when adopting comprehensive plans and development regulations. Staff carefully considered and weighed each goal in the light of the relevant information to achieve its desired goal. The following outlines staffs review process to ensure that the 13 goals were properly considered in guiding the city in its final recommendation.

GOAL 1: URBAN GROWTH. *City should encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

Review. The property is located within the City's existing Urban Growth Area as set forth by the Benton County comprehensive plan. The City's comprehensive plan includes provisions for the extension of utilities and services to lands located within the Urban Growth Area and specifically to this site. Water mains have already been installed along Steptoe Street, adjacent to this site and Steptoe Street, a fully developed arterial street has been improved across the site. The proposed amendment is consistent with this GMA goal.

GOAL 2: REDUCE SPRAWL. *City should try to reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

Review. The proposed amendment would transfer 3.6 acres of land designated for residential use to commercial use. The proposed amendment would not impact this GMA goal.

GOAL 3: TRANSPORTATION: *City should encourage efficient multimodal transportation systems that are based on regional priorities and coordinate with county and city comprehensive plans.*

Review. The City of Richland's comprehensive plan policies state that the city will coordinate planning and operation of transportation facilities with programs to optimize multimodal transportation systems. Richland worked with the City of Kennewick to construct Steptoe Street, a collector road that is designated as an important travel corridor under both cities plans, demonstrating that the cities are coordinating with each other for the implementation of their comprehensive plans. The proposed amendment would not impact this GMA goal.

GOAL 4: HOUSING: *City should encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

Review. The proposed amendment would change the designation on 3.6 acres from low density residential to commercial and in so doing will slightly decrease the amount of land within the city that is available for residential development. The plan designates a total of 6,715 acres for low density, medium density and high density residential development. The proposed change would decrease the total land base of residential land by less than 5 one-hundredths of one percent, and so would have an insignificant impact on the City's housing goal.

GOAL 5: ECONOMIC DEVELOPMENT. *City should encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, and public services, and public facilities.*

Review. The proposed plan amendment would increase the City's commercial land base by 3.6 acre and would result in a slight increase in the City's commercial land base. Future commercial development of this site would provide additional job opportunities for City residents. The proposed amendment would have a slight, positive benefit to this GMA goal.

GOAL 6. PROPERTY RIGHTS. *City should consider that private property should not be taken for public use without just compensations having been made. The property rights of landowners shall be protected from arbitrary and discriminatory action.*

Review. The City's existing plan includes policies concerning the protection of private property rights. The proposed amendment would not impact this GMA goal.

GOAL 7: PERMITS. *Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.*

Review. The City will strive to complete the amendment process in a timely and fair manner.

GOAL 8: NATURAL RESOURCE INDUSTRIES. *City should maintain and enhance natural resources-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.*

Review. The proposed amendment does not involve any designated natural resource lands and so does not impact the goal of conserving and enhancing natural resource industries.

GOAL 9: OPEN SPACE. *City should encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands, and water, and develop parks.*

Review. The amendment does not involve open space lands and so does not impact the goal of encouraging open space.

GOAL 10: ENVIRONMENT. *City should protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

Review. The development of the property for either residential or commercial uses would have equivalent impacts to the natural environment. The development of the site for commercial purposes could have different and perhaps greater impacts to the built environment than if the site

were developed with residential uses. The specific nature of environmental impacts and the mitigation measures required to address those impacts would be evaluated at the time that specific development proposals for the site are brought forward. The City's development regulations are adequate to identify and mitigate these potential areas of impact and would ensure that the intent of this GMA goal is met.

GOAL 11: CITIZENS PARTICIPATION AND COORDINATION. *City should encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

Review. The City of Richland has an established public participation program to ensure early and continuous public participation in comprehensive plan amendments. The outline of that plan can be found in Section I: Public Participation. The review of this proposed amendment followed this public participation plan.

GOAL 12: PUBLIC FACILITIES & SERVICES. *City should ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

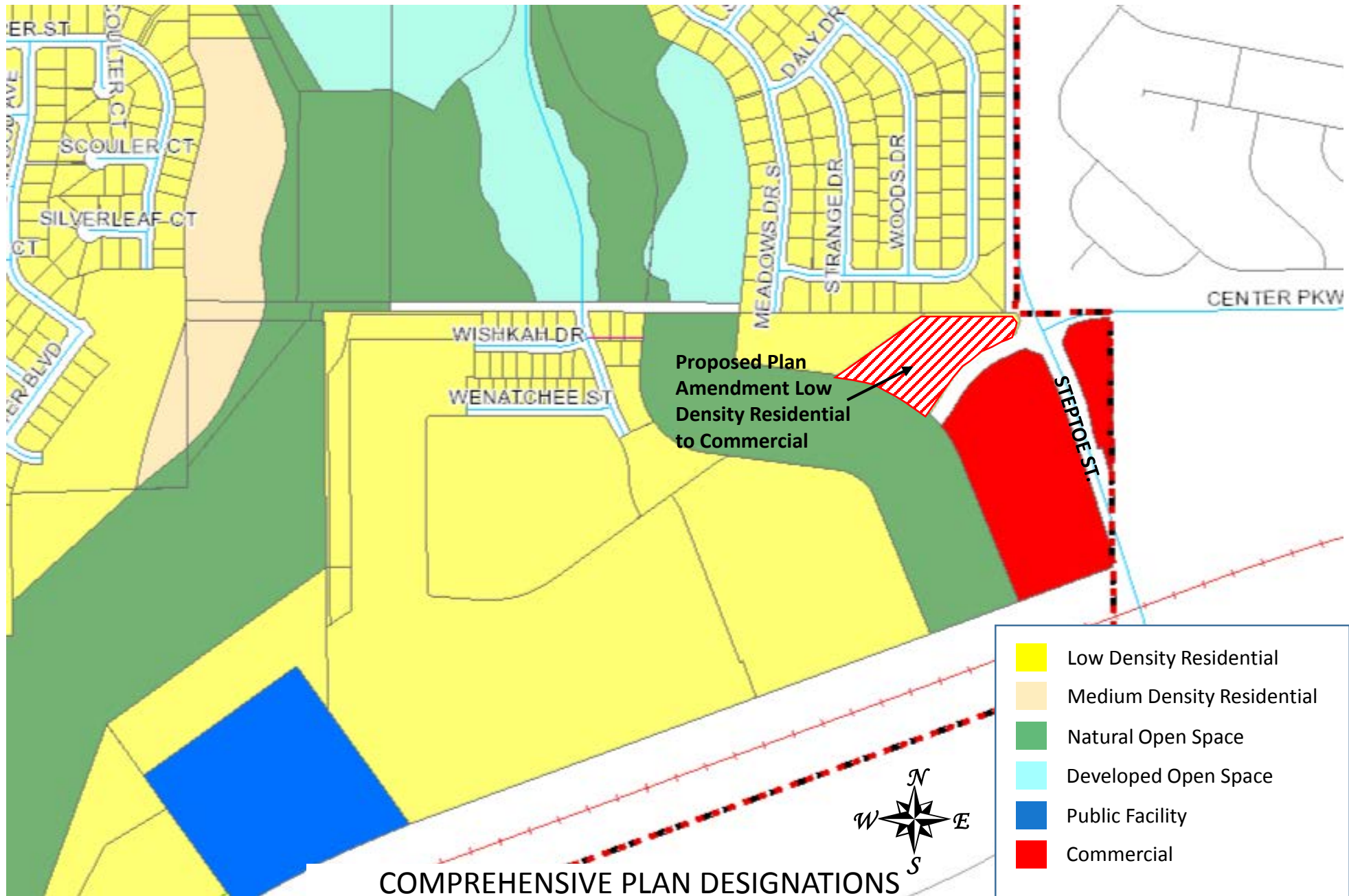
Review. The proposed amendment would result in different impacts on the City's public services and facilities. These differing impacts would be identified at the time that specific development proposals are brought forward and reviewed for compliance with City development standards and regulations. The City's development regulations are adequate to ensure that the intent of this GMA goal is met.

GOAL 13: HISTORIC PRESERVATION. *City should identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.*

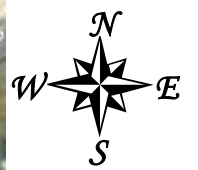
Review. There are no known historical buildings or sites of historical or archaeological significance known to exist within or near the subject site.

III. CONCLUSION

The proposed plan amendment would reclassify approximately 3.6 acres of Low Density Residential land to Commercial land. This amendment is consistent with the goals of the Growth Management Act.









MINUTES
PLANNING COMMISSION MEETING
City Hall – 550 Swift Boulevard – Council Chamber
WEDNESDAY, October 28, 2015
7:00 PM

Call to Order:

Chair Madsen called the meeting to order at 7:00 PM.

Attendance:

Present: Commissioners Wallner, Berkowitz, Boring, Clark, Palmer and Wise and Chairman Madsen. Also present were Community Development Services Manager Rick Simon, Community Development Director Kerwin Jensen, Public Works Traffic Engineer Jeff Peters and Recorder Pam Bykonen.

Approval of Agenda:

Chairman Madsen presented the October 28, 2015 meeting agenda for approval.

A motion was made by Commissioner Berkowitz and seconded by Commission Wise to amend the agenda to discuss the Comprehensive Plan amendment and the associated policy change be discussed separately.

Motion carried 4-3.

The October 28, 2015 meeting agenda was approved as amended.

Approval of Minutes

Chairman Madsen presented the meeting minutes of the September 23, 2015 meeting for approval.

Commissioner Berkowitz noted that her late arrival was excused.

A motion was made by Commissioner Berkowitz and seconded by Commissioner Boring to approve the meeting minutes of the September 23, 2015 meeting as amended.

Motion carried 7-0.

Public Comment

None.

Public Hearing

Ms. Bykonen read the Public Hearing explanation for those wishing to participate in the Public Hearing.

New Business

1. CITY OF RICHLAND (Z2015-109) – Amending Comprehensive Plan Policy.

Mr. Simon reviewed the portion of the original staff report related to the addition of a fifth policy requiring a landscape buffer when a rezone results in a commercial zone abutting a residential zone.

Public Hearing

Chairman Madsen opened the Public Hearing at 7:11.

Michael Hughes, 796 Strange Drive – Mr. Hughes serves on the homeowner's association board for The Heights at Meadow Springs. Mr. Hughes proposed additional language to Policy 5 to protect residential owners from commercial development adjacent to residential properties. A copy of his proposed language was entered into the record.

Chairman Madsen closed the Public hearing at 7:15.

Discussion:

The commissioners discussed the impacts that may occur under circumstances different than what was before them at this meeting. There was also brief discussion regarding how natural areas would be preserved and how "adequate buffer" would be defined.

Mr. Jensen cautioned against amending policy language without staff having the opportunity to review potential repercussions of such a policy language change.

Mr. Simon explained differences in specificity between the Comprehensive Plan and the zoning code. It was suggested that policy language be the topic of the next Planning Commission workshop.

Commissioner Boring moved and Commissioner Palmer seconded for the Planning Commission concur and approve Policy 5 as written.

Motion carried 4-3.

2. HAYDEN HOMES – Comprehensive Plan Amendment (Z2015-109)

Mr. Simon presented the staff report for the item before the commission. Hayden Homes has submitted an application to amend the Comprehensive Plan to reclassify 3.6 acres from low-density residential to commercial. Mr. Simon included written comments submitted after the meeting packet was distributed but before the meeting began.

Public Hearing

Chairman Madsen opened the Public Hearing at 7:56.

Travis Johnson, PLS Engineering, Vancouver, WA: Representing Hayden Homes. Mr. Johnson explained the history of the plan changes as well as detail and timeline for commercial development. Traffic changes and analyses have changed since the development was initially proposed. The applicant agrees with a 15-foot buffer requirement between commercial and residential uses.

Michael Hughes, 796 Strange Dr. – Mr. Hughes questioned why the additional 3+ acres is needed, citing a lack of businesses that would be viable on this property and lack of need for additional services.

Chairman Madsen closed the Public Hearing at 8:04.

Discussion:

Commission members asked clarifying questions of Mr. Johnson, Mr. Simon and Mr. Peters related to application requirements, including the SEPA checklist, and the location of the Rachel Road extension.

Commissioner Boring moved and Commissioner Wallner seconded that the Planning Commission concur with the findings and conclusions set forth in staff report Z2015-109, and

- 1. Recommend approval of the request to amend the comprehensive plan designation for the 3.6 acre site, changing the land use designation from Low Density Residential to Commercial; and**
- 2. Recommend that land use policy #5, under land use goal #3 be applicable to this project and any future zone change application.**

Discussion:

Commissioners Wise expressed concern regarding property buffers.

Commissioner Berkowitz requested an amendment to the motion to contain the language, “will consider appropriate buffer standards before the zoning change goes forward.” This language amendment was not seconded and did not move forward.

Commissioner Clark asked for assurance that the commission would continue to work on code language in the future.

Motion carried 5-2.

Communications:

Mr. Simon

- Suggested changing November workshop date to November 18 and canceling the regular November meeting. The December workshop would remain on the 9th; the regular meeting would move to the 16th.

Mr. Jensen

Gave a brief update on the Waterfront Vision Plan and site visits by the facilitator.

ADJOURNMENT:

The October 28, 2015 Richland Planning Commission Regular Meeting was adjourned at 8:40 PM.

PREPARED BY: Pam Bykonen, Recorder, Planning and Development

REVIEWED BY: Rick Simon, Secretary
Richland Planning Commission

Rick Simon, Secretary
Richland Planning Commission



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 76-15, Approving Amendments to the 2015 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

76-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 76-15, amending the 2015 Budget.

Summary:

The ordinance will amend the 2015 budget. Additional appropriations in the amount of \$21,106,638 are identified in the attached worksheet. The largest increases are a result of the issuance of UTGO refunding bonds, increases in health benefit claims, transfer of LRF bond proceeds to the Streets Construction Fund for the Logan Road construction, and other new projects and expenditures not originally addressed within the 2015 operating budget. New revenues support \$19,848,867 of the increase. The remaining \$1,257,771 is funded by the use of existing fund balances, primarily in the healthcare benefits funds. The attached document lists the increase in appropriations for each fund, with a brief description of the nature of the increase.

First reading and public hearing was given at the November 17, 2015, Council meeting.

Fiscal Impact:

Yes The total increase in appropriations to the 2015 operating budget is \$21,106,638.

Attachments:

1. Proposed Ordinance No. 76-15
2. 2015 Appropriation Changes

ORDINANCE NO. 76-15

AN ORDINANCE of the City of Richland amending the 2015 Budget to provide for additional appropriations and declaring that a public emergency exists in the City General Fund, Streets Construction Fund, Industrial Development Fund, Special Lodging Assessment Fund, Fire Station 74 Debt Service Fund, Police Station Debt Service Fund, Community Center Debt Service Fund, Library Debt Service Fund, Park Project Fund, Solid Waste Utility Fund, Broadband Fund, Equipment Replacement Fund, Healthcare Benefits Fund, Postemployment Healthcare Fund, and Special Assessment Debt Service Fund.

WHEREAS, on November 18, 2014, the Richland City Council approved Ordinance No. 36-14 adopting the 2015 Budget; and

WHEREAS, certain additional revenue sources have been identified, that were not anticipated when the 2015 budget was approved, the expenditure of which is not included in current appropriations; 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, a public hearing was held pursuant to RCW 35.33.091 on November 17, 2015, regarding the increase in appropriations from existing fund balance.

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

Section 1. Facts Constituting Emergency. The items contained within this ordinance were not anticipated when the 2015 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the City General Fund, Industrial Development Fund, Fire Station 74 Debt Service Fund, Solid Waste Utility Fund, Broadband Fund, Equipment Replacement Fund, Healthcare Benefits Fund, and Postemployment Healthcare Fund.

Section 3. Amendment of the 2015 Budget. The 2015 Budget is hereby amended to provide for additional appropriations in the following funds as indicated.

2015 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 50,592,658	\$ 540,770	\$ 51,133,428	\$ 226,695	\$ 314,075
301	STREETS CONSTRUCTION FUND	15,416,276	3,322,253	18,738,529	-	3,322,253
112	INDUSTRIAL DEVELOPMENT FUND	8,497,168	35,500	8,532,668	35,500	-
151	SPECIAL LODGING ASSESSMENT FUND	405,450	125,000	530,450	-	125,000
217	FIRE STATION 74 DEBT SERVICE FUND	238,457	250	238,707	250	-
218	POLICE STATION BOND DEBT SERVICE FUND	263,623	953,432	1,217,055	-	953,432
220	COMMUNITY CENTER BOND DEBT SERVICE FUND	331,208	1,202,174	1,533,382	-	1,202,174
222	LIBRARY BOND DEBT SERVICE FUND	1,356,988	13,794,724	15,151,712	-	13,794,724
404	SOLID WASTE UTILITY FUND	8,527,569	30,000	8,557,569	25,000	5,000
408	BROADBAND FUND	1,425,311	50,294	1,475,605	45,326	4,968
503	EQUIPMENT REPLACEMENT FUND	1,389,522	200,000	1,589,522	25,000	175,000
520	HEALTH CARE BENEFITS FUND	9,925,845	500,000	10,425,845	500,000	-
522	POST EMP. HEALTHCARE FUND	1,078,133	400,000	1,478,133	400,000	-
380	PARK PROJECT FUND	3,560,453	(112,689)	3,447,764	-	(112,689)
226	SPECIAL ASSESSMENT DEBT SERVICE FUND	7,000	64,930	71,930	-	64,930
TOTAL		<u>\$ 103,015,661</u>	<u>\$ 21,106,638</u>	<u>\$ 124,122,299</u>	<u>\$ 1,257,771</u>	<u>\$ 19,848,867</u>

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, at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 6, 2015

2015 BUDGET AMENDMENTS

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
				Beginning Fund Balance	New Revenue
GENERAL FUND 001	\$ 50,592,658				
Approved BLRF 2015 allocation - John Dam Plaza		85,000		85,000	
Balance of approved BLRF 2015 allocation		25,195		25,195	
Waterfront 2040 Master Plan		35,500			35,500
Fleet Repairs - Fire Dept.		65,000		56,500	8,500
Fire - State Mobilization and retirement coverage overtime		125,000		60,000	65,000
Police - 3 LIDAR units (Grant-funded)		5,075			5,075
Move Waterfront Redevelop Plan Study from fund 380		200,000			200,000
		<u>540,770</u>	<u>\$ 51,133,428</u>		
STREETS CONSTRUCTION FUND 301	\$ 15,416,276				
LRF funded project in RAISE area (Logan Road)		3,300,000			3,300,000
Port of Benton Funded Overlay		22,253			22,253
		<u>3,322,253</u>	<u>\$ 18,738,529</u>		
INDUSTRIAL DEVELOPMENT FUND 112	\$ 8,497,168				
Waterfront 2040 Master Plan		35,500		35,500	
		<u>35,500</u>	<u>8,532,668</u>		
SPECIAL LODGING ASSESSMENT FUND 151	\$ 405,450				
Estimated Hotel Motel Tax/TPA Assessment		125,000			125,000
		<u>125,000</u>	<u>\$ 530,450</u>		
FIRE STATION 74 DEBT SERVICE FUND 217	\$ 238,457				
Budgeted interest expenditure		250		250	
		<u>250</u>	<u>\$ 238,707</u>		
POLICE STATION BOND DEBT SERVICE FUND 218	\$ 263,623				
Refunding of bonds		953,432			953,432
		<u>953,432</u>	<u>\$ 1,217,055</u>		
COMMUNITY CENTER BOND DEBT SERVICE FUND 220	\$ 331,208				
Refunding of bonds		1,202,174			1,202,174
		<u>1,202,174</u>	<u>\$ 1,533,382</u>		
LIBRARY BOND DEBT SERVICE FUND 222	\$ 1,356,988				
Refunding of bonds		13,794,724			13,794,724
		<u>13,794,724</u>	<u>\$ 15,151,712</u>		
SOLID WASTE UTILITY FUND 404	\$ 8,527,569				
Garbage truck damage repair - partial insurance reimb.		30,000		25,000	5,000
		<u>30,000</u>	<u>\$ 8,557,569</u>		
BROADBAND FUND 408	\$ 1,425,311				
Fiber buildouts to lease customers		50,294		45,326	4,968
		<u>50,294</u>	<u>\$ 1,475,605</u>		
EQUIPMENT REPLACEMENT FUND 503	\$ 1,389,522				
Replace Refuse Truck		200,000		25,000	175,000
		<u>200,000</u>	<u>\$ 1,589,522</u>		

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
				Beginning Fund Balance	New Revenue
HEALTH CARE BENEFITS FUND 520	\$ 9,925,845				
Healthcare Claims		500,000		500,000	
		500,000	\$ 10,425,845		
POST EMP. HEALTHCARE FUND 522	\$ 1,078,133				
Healthcare Claims and RHS Opt-out		400,000		400,000	
		400,000	\$ 1,478,133		
PARK PROJECT FUND 380	\$ 3,560,453				
BLRF allocation to Parks Project Fund for John Dam Plaza		87,311			87,311
Waterfront Redevelop Plan Study to Fund 001		(200,000)			(200,000)
		(112,689)	\$ 3,447,764		
SPECIAL ASSESSMENT DEBT SERVICE FUND 226	\$ 7,000				
Delaware LID closeout		64,930			64,930
		64,930	\$ 71,930		
TOTAL	\$ 103,015,661	\$ 21,106,638	\$ 124,122,299	\$ 1,257,771	\$ 19,848,867



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 77-15, Approving the 2019 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

77-15

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 77-15, amending RMC Title 2: Administration and Personnel Salaries

Summary:

Since 2002, Council compensation has been updated annually based on the Unaffiliated Plan. When salary ranges for unaffiliated employees have been adjusted, Council compensation has also been amended.

Adoption of Ordinance 77-15 will authorize Council's salaries to increase by 1.5% beginning in 2019, thereby raising Council's monthly stipend from \$1,143 to \$1,160 per month in 2019. In addition, the Mayor receives an additional \$250 per month.

First reading was given at the November 17, 2015, Council meeting.

Fiscal Impact:

Yes

Approval of Ordinance No. 77-15 will impact the 2019 budget

Attachments:

1. Council Compensation History
2. Proposed Ordinance No. 77-15

2019 COUNCIL COMPENSATION PLAN

Monthly Compensation History

<u>Year</u>	<u>Mayor</u>	<u>Council Member</u>	<u>% Increase by year</u>
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%

ORDINANCE NO. 77-15

AN ORDINANCE of the City of Richland approving the 2019 Council Compensation Plan, amending Section 2.32 of the Richland Municipal Code.

BE IT ORDAINED by the City Council of 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. 01-15A, is hereby amended to read as follows:

2.32.040 Council Members

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 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, ~~and 2018,~~ and 2019 the following salary is established: 2004, \$875; 2005, \$900; 2006, \$927; 2007, \$964; 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 ~~and 2018,~~ and 2019, \$1,160; 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 shall provide a written certification to human resources, based on 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. [Ord. 8; Ord. 68-74; Ord. 106-79; Ord. 70-81; Ord. 40-98; Ord. 09-01; Ord. 41-02; Ord. 40-03; Ord. 36-04; Ord. 37-05; Ord. 31-06; Ord. 29-07; Ord. 09-08; Ord. 21-08; Ord. 32-09 § 1.01; Ord. 32-10 § 1.01; Ord. 29-11 § 1.01; Ord. 35-12 § 1.01; Ord. 33-13 § 1.01; Ord. 01-15A § 1.01].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 1st of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 6, 2015



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 187-15, Authorizing Execution of Agreement with Efficiency Solutions, LLC for Commercial Energy Efficiency Program Inspections

Department:
Energy Services

Ordinance/Resolution Number:
187-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 187-15, authorizing the City Manager to sign and execute an agreement with Efficiency Solutions, LLC for commercial energy efficiency program inspections.

Summary:

Energy Services' (RES) residential and commercial energy efficiency programs help customers save energy, increase comfort and decrease energy costs. Our programs include incentives, low-interest loans and educational information for all age groups. The Bonneville Power Administration (BPA) provides energy efficiency incentive funding which is collected from our customers through the wholesale power rates RES pays. Residential programs provide financial incentives, so customers can upgrade to energy efficient heat pumps, insulation and windows. Commercial and industrial programs provide financial incentives for commercial and industrial energy efficiency projects.

Energy Services contracts with Efficiency Solutions, LLC for professional services to advise staff and customers on technical issues and program implementation for commercial and industrial projects. Efficiency Solutions, LLC possesses unique technical expertise to support RES and implement BPA commercial energy efficiency projects with customers. The City Manager has approved a competitive exception based on Efficiency Solutions' unique technical expertise.

Staff recommends Council adopt Resolution No. 187-15 (Attachment 1) authorizing the City Manager to sign and execute Contract No. 233-15 (Attachment 2) with Efficiency Solutions, LLC for program support from January 1, 2016, to December 31, 2016.

Fiscal Impact: This professional services contract is for time and materials not to exceed \$44,500, and funding is included in the City's approved 2016 budget.

Attachments:

1. Proposed Resolution No. 187-15
2. Proposed Contract No. 187-15

RESOLUTION NO. 187-15

A RESOLUTION of the City of Richland authorizing execution of an agreement with Efficiency Solutions, LLC for commercial energy efficiency program support.

WHEREAS, the City of Richland electric utility (RES) operates a residential, commercial and industrial energy efficiency program; and

WHEREAS, RES's energy efficiency program assists customers in saving energy, increasing comfort and decreasing electrical costs; and

WHEREAS, RES's energy efficiency program includes financial incentives, low interest loans and educational information for all groups; and

WHEREAS, the City currently contracts with Efficiency Solutions, LLC for professional services to advise staff and customers on technical issues and program implementation and provide monitoring, verification and general support for commercial and industrial projects; and

WHEREAS, Efficiency Solutions, LLC possesses unique technical expertise to support RES and implement Bonneville Power Administration (BPA) commercial energy efficiency incentive projects with customers; and

WHEREAS, the City Manager approved a competitive exception based on Efficiency Solutions, LLC's unique technical expertise; and

WHEREAS, the City and Efficiency Solutions, LLC wish to establish a new contract for services from January 1, 2016 through December 31, 2016, in an amount not to exceed \$44,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to execute and administer a consulting agreement with Efficiency Solutions, LLC for commercial energy efficiency program support and to fund this work from the electric utility funds approved in the City's 2016 Budget.

BE IT FURTHER RESOLVED that this resolution shall take effect January 1, 2016.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this ____ day of January, 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Greg Sullivan, Efficiency Solutions, 1857 Kingston Road, Richland, WA (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide commercial energy efficiency program inspections and program documentation oversight services for the City's commercial energy efficiency projects.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) [Exhibit A: Scope of Work and Fee Schedule.
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) 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:
 - (i) City of Richland Agreement No. 233-15
 - (ii) Exhibit A: Scope of Work and Fee Schedule

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The 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, 2016. This agreement is renewable for four additional (4) one-year extensions unless terminated earlier as provided in Section 7.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed forty-four thousand five hundred dollars (\$ 44,500) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work and Fee Schedule.
- b) 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 the 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 at the government rate, 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.
- 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) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the 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 the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three 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 contract 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

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the 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 the 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 the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the

Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the 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 the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the 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 the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the 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 the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the 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 the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the 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, the 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>

10) 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. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the 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.

12) INSURANCE

The 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 the 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 the 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of the 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 evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The 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 the 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 the 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 the Consultant from the City.

13) 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 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.

14) 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.

15) 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 parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he 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.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

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

19) 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) 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) 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.

20) 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 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.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the 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 the 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, the 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 22, Extra Work.

22) EXTRA WORK

The City may desire to have the 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.

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

CITY OF RICHLAND, WASHINGTON

CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

EFFICIENCY SOLUTIONS



Signature

Greg Sullivan, Principal Engineer

1857 Kingston Road, Richland, WA 99354

Phone: (509) 521-4925

Email: sullivan@appliedenergy.us

EXHIBIT A
Detailed Scope of Work & Fee Schedule

Detailed Scope of Work:

1. Work with RES commercial and industrial customers to implement BPA's Energy Efficiency programs. Conduct pre- and post-evaluation and savings calculations.
2. Coordinate with RES' Energy Specialist and BPA staff to ensure projects meet BPA program requirements.
3. Using generally acceptable engineering principles and facility measurement and verification (M&V) to monitor and review projects.
4. Review and advise staff on BPA energy efficiency program requirements.
5. Prepare assessment reports for RES and customers.
6. Attend program meetings and provide input during technical reviews.
7. Conduct other energy support services as mutually agreed.

Fee Schedule:

The City will pay to Efficiency Solutions an hourly rate of \$107.00.

Efficiency Solutions' supplies and all other expenses are included in the hourly rates above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm 	STATE FARM INSURANCE 1901 GEORGE WASHINGTON WAY RICHLAND, WA 99354 JIM OSTRANDER: AGENT	CONTACT NAME: JIM OSTRANDER PHONE (A/C, No, Ext): 509-946-9625 E-MAIL ADDRESS: FAX (A/C, No):
	INSURED GREGORY SULLIVAN DBA: EFFICIENCY SOLUTIONS LLC 1857 KINGSTON RD RICHLAND, WA 99354	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	98-BQ-J676-3	02/02/2015	02/02/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	130-9405-F01-47D 2009 NISSAN MURANO	06/01/2015	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
☐	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF RICHLAND IS ALSO SHOWN AS AN ADDITIONAL INSURED

LOCATION OF INSD BUSINESS OFFICE: 1955 JADWIN AVE SUITE #310 RICHLAND, WA. 99354

CERTIFICATE HOLDER**CANCELLATION**

CITY OF RICHLAND- ENERGY SERVICES DEPARTMENT
840 NORTHGATE DRIVE
RICHLAND, WA. 99352
ATTN: JACKIE CARPENTER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LSAF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4786 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number:

Named Insured:

Name And Address Of Additional Insured Person Or Organization:

- 1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Ongoing Operations

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for that additional insured; or

b. Products-Completed Operations

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

- 2.** Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

- 3.** Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CMP-4786

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



CMP-4787 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number:

Named Insured:

Name And Address Of Person Or Organization:

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

©, Copyright, State Farm Mutual Automobile Insurance Company, 2008
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the **SECTION II — LIMITS OF INSURANCE**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

SECTION II — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury caused by the "bodily injury".

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by "fungi".
8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 188-15, Authorizing Execution of Contract No. 13-012 Modification No. 4 with Energy Incentives, Inc. for Residential Energy Efficiency Program Inspections

Department:

Energy Services

Ordinance/Resolution Number:

188-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 188-15, authorizing the City Manager to sign and execute Contract No. 13-012 Modification No. 4 with Energy Incentives, Inc. for residential energy efficiency program inspections.

Summary:

Energy Services operates residential and commercial energy efficiency programs that help customers save energy, increase comfort and decrease electrical costs. Our programs include incentives, low-interest loans and educational information for all age groups. Residential Programs provide financial incentives so customers can upgrade to energy efficient heat pumps, insulation and windows. Commercial and Industrial Programs provide financial incentives for commercial and industrial energy efficiency projects.

Energy Services contracts with Energy Incentives, Inc. for professional services to provide final energy efficiency and code inspections for residential HVAC, window and insulation weatherization measures and to advise staff and customers on technical issues and program implementation.

Staff recommends Council adopt Resolution 188-15 (Attachment 1) authorizing the City Manager to sign and execute contract Modification 4 (Attachment 2) with Energy Incentives, Inc. for continued program support from January 1, 2016, to December 31, 2016. The original contract (Attachment 3) was executed by the City February, 2013. Modification 1 (Attachment 4) was executed May, 2013, and expired December, 2013. Modification 2 (Attachment 5) was executed December, 2013, and expired December, 2014. Modification 3 (Attachment 6) was executed December, 2014, and expired December, 2015.

Fiscal Impact:

This professional services contract amendment is for time and materials not to exceed \$30,500 and funding is included in the City's approved 2016 budget.

Attachments:

1. Proposed Resolutioun No. 188-15
2. Proposed Contract No. 13-012 Mod 4
3. Contract No. 13-012
4. Contract No. 13-012 Mod 1
5. Contract No. 13-012 Mod 2
6. Contract No. 13-012 Mod 3

RESOLUTION NO. 188-15

A RESOLUTION of the City of Richland authorizing execution of Contract No. 13-012 Modification No. 4 with Energy Incentives, Inc. for 2016 residential inspection services.

WHEREAS, the City of Richland electric utility (RES) operates a residential, commercial and industrial energy efficiency program; and

WHEREAS, RES's energy efficiency program assists customers in saving energy, increasing comfort and decreasing electrical costs; and

WHEREAS, RES's energy efficiency program includes financial incentives, low interest loans and educational information for all groups; and

WHEREAS, the City currently contracts with Energy Incentives, Inc. for professional services to provide final inspections for windows, heat pumps and weatherization projects; and

WHEREAS, the City and Energy Incentives, Inc. wish to modify their existing contract to increase the contract amount, not to exceed \$30,500 for services from January 1, 2016, through December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to execute and administer a modification to the consulting agreement with Energy Incentives for energy efficiency professional services and to fund this work from the electric utility funds approved in the City's 2016 Budget.

BE IT FURTHER RESOLVED that this resolution shall take effect January 1, 2016.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**CITY OF RICHLAND
AGREEMENT WITH ENERGY INCENTIVES, INC.
CONTRACT NO. 13-012**

MODIFICATION NO. 4

I. RECITALS

This is a modification to the professional services agreement related to providing final inspections for windows, heat pumps and weatherization projects between the contracting parties, the City of Richland, Washington (hereinafter "City") and **Energy Incentives, Inc.** (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract No. 13-012 executed by the City on February 21, 2013.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Contract is increased in the amount of and not to exceed \$30,500 from January 1, 2016, through December 31, 2016, under this contract.
2. Exhibit A Fee Schedule is hereby amended and the hourly rates for services under this contract shall be established at the following rates per hour effective January 1, 2016:
 - Lead Consultant - \$92.50/hr (BPS Certified Auditor, PTCS Certified, Energy Star Verifier, HERS Rater)
 - Energy Auditor / Inspector - \$51.50/hr (BPA Certified Auditor or equivalent)
 - General Laborer - \$36.05/hr (supervised by Energy Auditor or Lead Consultant)
 - Administrative Assistant - \$41.20/hr
3. Contract period shall remain the same with expiration on December 31, 2017.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

(signature page to follow)



III. SIGNATURES

CITY OF RICHLAND, WASHINGTON

CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

ENERGY INCENTIVES

Lori Sanders

Signature

Lori Sanders
President

10/7/15

Date



AGREEMENT BETWEEN CITY AND ENERGY INCENTIVES CONSULTANT

THIS AGREEMENT, entered into this 21st day of February, 2013 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter called the "City"), and **Energy Incentives** (hereinafter called the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide final inspections for windows, heat pumps and weatherization for the Energy Services Department
- b) The following Exhibits are attached hereto and made a part of this agreement:
 - (i) Exhibit "A": Services to be provided are detailed in the attached Proposal (email dated 2/13/13)

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend coordination meetings, progress and presentation meetings with the City or such Federal, community, State, City, or County officials, groups or individuals as may be requested by the City. The City will provide the Consultant sufficient notice prior to meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

- a) The 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, 2013.

4) PAYMENT

- a) The Consultant shall be paid as detailed in the scope of work/schedule of values per attached as Exhibit "A" Total dollar amount is not to exceed Ten thousand dollars (\$10,000.00), by the City to complete the services rendered under this Agreement. Such payment shall be full compensation for all work performed or services rendered, and for all

labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section 1, Scope of Work.

- b) 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 the Consultant. These payments shall not be more than one (1) per month.
- d) The Consultant will allow access to the City , the State of Washington, the Federal Grantor Agency, the 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 the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three 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 contract 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

- a) Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required of the Consultant under this Agreement are independent contractors and shall not be considered employees of the City. Any and all claims that may or might arise under any Workmen's 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 the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

6) OTHER PARTIES

- a) It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

7) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, will become the property of the City upon payment to the Consultant of his fees as set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications and to indemnify and hold the 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 the Consultant.

8) TERMINATION

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

9) DISPUTE RESOLUTION

- a) The City and the 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 the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

10) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the 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, the Consultant agrees not to enter into any arrangements or contracts related to this proposal 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.epls.gov and
<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The parties hereto 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. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Benton County.

12) ATTORNEY'S FEES

- a) Attorney's fees which are reasonable and costs, including those on appeal, if appeal is taken, shall be allowed to the prevailing party by any court hearing a dispute under this Agreement.

13) INSURANCE

- a) The 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 the Consultant, its agents, representatives, or employees.
- b) **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

- c) Consultant shall obtain insurance of the types described below:
 - (i) 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - (ii) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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 by the City.
 - (iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

- d) Consultant shall maintain the following insurance limits:
 - (i) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (ii) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Other Insurance Provisions

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

Acceptability of Insurers

- f) Insurance is to be placed with insurers with a current A.M. best rating of not less than A: VII.

Verification of Coverage

- g) 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 the Consultant before commencement of the work.

Notice of Cancellation

- h) The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

Failure to Maintain Insurance

- i) Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the 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 the Consultant from the City.

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 acts, errors or omissions of the Consultant 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, hereunder 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

- a) 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. The Consultant makes no warranties express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

16) SUCCESSORS OR ASSIGNS

- a) 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 parties to the Agreement.

17) EQUAL OPPORTUNITY AGREEMENT

- a) The Consultant agrees that he will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

18) PARTIAL INVALIDITY

- a) Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

19) CHANGES OF WORK

- a) The 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 the Consultant is responsible for preparing or furnishing under this Agreement, when required to do so by the City, without additional compensation thereof.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the 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 20, Extra Work.

20) EXTRA WORK

- a) The City may desire to have the 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.

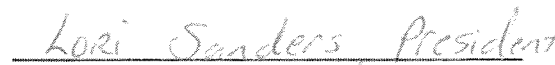
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON


JOHN NOBLE
Purchasing Manager

ENERGY INCENTIVES INC


Signature


Printed Name & Title


3517 W. Canal Dr.


Kennewick, WA. 99336
Address

Phone  509-727-0394

Fax:  509-783-7690

Email:  Lsanders@EnergyIncentivesInc.com

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

2/21/13

Exhibit A

Proposal 2/13/13

The following is the scope of work for this contract.

1. Conduct final inspections for windows, heat pumps and weatherization - The contractor will conduct final code inspections for windows, heat pumps and weatherization using City of Richland building codes and BPA Implementation Manual requirements. The contractor will document findings using RES checklists and forms and provide them to Richland Energy Services (RES) staff, who will submit final documentation to BPA and the Richland Building Code Division.
2. Conduct flow hood testing for the wastewater treatment plant – Using RES equipment, the contractor will conduct quarterly flow hood tests to determine the treatment plant equipment is within operation specifications. The contractor will document test results in a letter report.
3. Advise staff and recommend energy efficiency (EE) program improvements - The contractor will consult with RES staff and recommend EE program improvements and best practices including recommendations for process efficiency. The contractor will document recommendations in a letter report.
4. Conduct PTCS QA inspections for duct seal and heat pump systems – The contractor may be asked to conduct PTCS QA inspections. If so, the contractor will inspect systems and document whether or not they meet the BPA PTCS program requirements as outlined in the BPA Implementation Manual. It is anticipated this support will not be needed until May 2013.

The contractor will be required to provide documentation demonstrating he/she is a BPA certified inspector for BPA residential and PTCS programs. The contractor may use RES or the contractor's equipment for inspections.

Contractor will invoice the City monthly. Contractor will invoice the City on an hourly rate billed to the nearest 6th of an hour. Rates are as follows:

Lead Consultant Hourly Rate \$90/hr (BPS Certified Auditor, PTCS Certified, Energy Star Verifier, HERS Rater).

Energy Auditor / Inspector \$50/hr (BPA certified Auditor or equivalent).

General Laborer \$35 /hr (supervised by Energy Auditor or Lead Consultant).

Administrative Assistant \$40/hr

The amount of this contract is NOT TO EXCEED \$10K.



**CITY OF RICHLAND
AGREEMENT WITH ENERGY INCENTIVES
CONTRACT No. 13-012**

MODIFICATION # 1

I. RECITALS

This is a modification to the professional services agreement related to providing final inspections for windows, heat pumps and weatherization between the contracting parties, the City of Richland, Washington (hereinafter "City") and Energy Incentives (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract # 13-012 executed by the City on February 21, 2013.

The parties to this contract desire to modify said Agreement as follows:

II. AGREEMENTS

1. The Contract is hereby increased in the amount of \$16,500.00 for a total contract value of \$26,500.00. Consultant shall provide services as described in the original scope of work.
2. Contract period shall remain the same.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

CITY:

By: [Signature]
John Noble, Purchasing Manager

Date: 5.21.13

APPROVED AS TO FORM:

By: [Signature]
Thomas O. Lampson, City attorney

Energy Incentives

By: [Signature]
Signature

Owner
Title

Date: 5/18/13



**CITY OF RICHLAND
AGREEMENT WITH ENERGY INCENTIVES, INC.
CONTRACT NO. 13-012**

MODIFICATION NO. 2

I. RECITALS

This is a modification to the professional services agreement related to providing final inspections for windows, heat pumps and weatherization projects between the contracting parties, the City of Richland, Washington (hereinafter "City") and **Energy Incentives, Inc.** (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract #13-012 executed by the City on February 21, 2013.

The parties to this contract desire to modify said Agreement as follows;

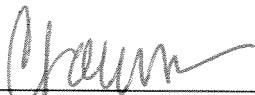
II. AGREEMENTS

1. The Contract is increased in the amount of and not to exceed \$29,000 for fee for services from January 1, 2014 through December 31, 2014 under this contract.
2. Contract period shall be extended to December 31, 2015.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

III. SIGNATURES

CITY:

ENERGY INCENTIVES, INC.:

By: 
Cynthia D. Johnson
City Manager

By: 
Signature

Date: 12-9-13

Title: President

APPROVED AS TO FORM:

By: 
Heather D. Kintzley
City Attorney

Date: 12-6-13



**CITY OF RICHLAND
AGREEMENT WITH ENERGY INCENTIVES, INC.
CONTRACT NO. 13-012**

MODIFICATION NO. 3

I. RECITALS

This is a modification to the professional services agreement related to providing final inspections for windows, heat pumps and weatherization projects between the contracting parties, the City of Richland, Washington (hereinafter "City") and **Energy Incentives, Inc.** (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract No. 13-012 executed by the City on February 21, 2013.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Contract is increased in the amount of and not to exceed \$29,000 from January 1, 2015, through December 31, 2015, under this contract
2. Contract period shall remain the same with expiration on December 31, 2017.
3. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

(signature page to follow)



III. SIGNATURES

CITY OF RICHLAND, WASHINGTON



CYNTHIA D. JOHNSON, ICMA-CM
City Manager

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER D. KINTZLEY
City Attorney

ENERGY INCENTIVES



Signature


Printed Name
President

Title
11/21/14

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYNEWEST INSURANCE INC/PHS 811668 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED ENERGY INCENTIVES INC 3517 W CANAL DR KENNEWICK WA 99336	INSURER A: Hartford Casualty Ins Co		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR FLD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			52 SBM RX0366	01/21/2014	01/21/2015	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	☒ General Liab						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	POLICY ☐ PRO-JECT ☒ LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS							\$
	NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52 SBM RX0366	01/21/2014	01/21/2015	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Richland
Attn: Dawn Senger
PO BOX 190
RICHLAND, WA 99352

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Maillon

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DeluxeFile > Quarterly Report List > File a Report > Confirmation

File a Report

Quarterly Report List

ENERGY INCENTIVES INC - Q3/2014 Quarterly Report Confirmation Page

Confirmation #: 3187116
Received on: 10/10/2014 12:44:21 PM
Submitted by: Ellen Bowman
Account ID: 536,319-04
Account Manager: MARVIN GREEN 360-902-4967



Washington State Department of
Labor & Industries

Submit Date: 10/10/2014
Confirmation Number: 3187116

Quarterly Report

3rd Quarter: July 1, 2014 - September 30, 2014

Due Date: 10/31/2014

ENERGY INCENTIVES INC
3517 CANAL DR
KENNEWICK, WA 99336

WA UBI: 602 109 334
L&I Account ID: 536,319-04
Phone Number: 509-727-0394 Ext. 0

Account Manager: MARVIN GREEN 360-902-4967

Class	Nature of Work	Payroll	Hours	Rate	Amount
4903-10	Inspection of Buildings	\$4,980.00	217	0.4290	\$93.09
4904-00	Clerical Office NOC & Draftsmn	\$0.00	0	0.1389	\$0.00
Total of Premiums					\$93.09
Previous Balance					\$0.00
Grand Total					\$93.09

Preparer's Information

Preparer: Ellen Bowman
DayTime Phone: 509-308-2232
Email: 9milruger@gmail.com

Payment Information

Method of Payment: EFT
Bank routing information: 325181248
Bank account information: XXXXXXXXXXXX0892
Bank account Type: BusinessChecking
Payment Amount: \$93.09
Scheduled Payment Date: 10/31/2014

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PROGRESSIVE®

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy number: 03380478-0

Underwritten by:
United Financial Casualty Company
November 21, 2014
Page 1 of 1

Certificate of Insurance

Certificate Holder

ENERGY INCENTIVES INC
3517 W CANAL DR
KENNEWICK, WA 99336

Insured

ENERGY INCENTIVES INC
3517 W CANAL DR
KENNEWICK, WA 99336

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 21, 2014

Policy Expiration Date: May 21, 2015

Insurance coverage(s)**Limits**

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Underinsured Motorist Bodily Injury	\$100,000/\$300,000
Underinsured Motorist Property Damage	\$25,000 w/\$100 Ded (\$300 if Hit & Run)
Personal Injury Protection	\$35,000

Description of Location/Vehicles/Special Items**Scheduled autos only**

2005 TOYOTA TUNDRA 5TBBT44175S461977

Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

Certificate number

32514A09478





CERTIFICATE OF LIABILITY INSURANCE

13-012

DATE (MM/DD/YYYY)
1/10/2015

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PRODUCER PAYNEWEST INSURANCE INC/PHS 811668 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED ENERGY INCENTIVES INC 3517 W CANAL DR KENNEWICK WA 99336	INSURER A: Hartford Casualty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	General Liab						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52 SBM RX0366	01/21/2015	01/21/2016	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Richland
Attn: Dawn Senger
PO BOX 190
RICHLAND, WA 99352

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

For Taylor

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 189-15, Authorizing Execution of Contract No. 30-15 Modification No. 1 with ELR Consulting, Inc. for 2016 SCADA Integration Support

Department:

Energy Services

Ordinance/Resolution Number:

189-15

Document Type:

Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 189-15, authorizing the City Manager to sign and execute Contract No. 30-15 Modification No. 1 with ELR Consulting, Inc. for 2016 SCADA integration support.

Summary:

Contract 30-15 Modification No. 1 will extend the existing agreement with ELR consulting to provide SCADA software integration services identified as part of the 2016 Budget. The consulting work will be on an hourly labor-rate basis in an amount not to exceed \$40,000 through December 31, 2016, with an option for one additional one-year term extension.

The City's electrical SCADA system has equipment at eight existing electrical substations where power is delivered from Bonneville Power Administration. Portions of the SCADA system have been in service since the late 1990's allowing real-time remote operation and monitoring of the distribution system. The City has utilized a consultant for support services of the SCADA system as needed since the original installation. This has allowed the City to focus on operating the system without having internal personnel dedicated to maintaining or integrating new components into the system. The CIP has equipment identified for upgrade that will need to be integrated into the SCADA system, and the new equipment has been approved in the 2016 budget.

Fiscal Impact:

Staff proposes funding this agreement for \$40,000. This amount is included within the City's 2016 approved budget for the Electric Utility Fund – Expert Services.

Attachments:

1. Proposed Resolution No. 189-15
2. Proposed Contract Modification
3. Contract No. 30-15

RESOLUTION NO. 189-15

A RESOLUTION of the City of Richland authorizing Modification No. 1 to Contract No. 30-15 with ELR Consulting, Inc. for 2016 SCADA Integration Support.

WHEREAS, the City of Richland operates an electric utility (RES), primarily consisting of distribution equipment at eight (8) existing electrical substations where high voltage power is delivered from the Bonneville Power Administration, stepped down in voltage on the City's side of those substations, and then delivered through various RES infrastructure to the homes and businesses served by RES; and

WHEREAS, supervisory, control and data acquisition (SCADA) of the electrical substations has been in service since the late 1990's and allows real time remote operation and monitoring of the distribution system; and

WHEREAS, RES has utilized personnel support services for the SCADA system on an as needed basis since the late 1990's; and

WHEREAS, planned equipment replacement through the City's Capital Improvement Plan and improvements in technology requiring equipment integration into the SCADA system with current budgeting approved for 2016; and

WHEREAS, ELR Consulting, Inc. has been selected by RES as the best qualified to provide the consulting support services based upon successful support completed for similar electric utilities; and

WHEREAS, the SCADA support services agreement signed in 2015 was a one-year time and materials contract with options for two additional one-year term extensions;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that City Council authorizes the City Manager to sign and execute Modification No. 1 to Contract No. 30-15 with ELR Consulting, Inc. for 2016 SCADA Integration Support.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**CITY OF RICHLAND
AGREEMENT WITH ELR CONSULTING, INC.
CONTRACT NO. 30-15**

MODIFICATION NO. 1

I. RECITALS

This is a modification to the professional services agreement related to SCADA software integration services between the contracting parties, the City of Richland, Washington (hereinafter "City") and **ELR Consulting, Inc.** (hereinafter the "Consultant")

There is now in full force and effect between the parties an Agreement, City Contract No. 30-15 executed by the City on February 25, 2015.

The parties to this contract desire to modify said Agreement as follows;

II. AGREEMENTS

1. The Contract is increased in the amount of and not to exceed \$40,000 from January 1, 2016, through December 31, 2016, under this contract
2. The hourly labor rate for consulting services under this contract shall remain the same at \$115 per hour.
3. Contract period shall remain the same with this being the first of two allowable one-year term extensions. The original contract expiration remains the same and is December 31, 2017.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same.

(signature page to follow)



SIGNATURES

CITY OF RICHLAND, WASHINGTON

ELR CONSULTING, INC.

CYNTHIA D. REENTS, ICMA-CM
City Manager

Emmett Richards
Signature:
Emmett Richards, President

ATTEST:

MARCIA HOPKINS
City Clerk

10/30/2015
Date

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (509) 248-7460 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 PO Box 2547 Yakima, WA 98907	CONTACT NAME: Alison Freisz-Steward PHONE (A/C, No. Ext): 509-853-4224 E-MAIL ADDRESS: Alison.Freis@wellsfargo.com FAX (A/C, No): 866-630-7009																					
INSURED ELR Consulting, Inc. 15247 Wilbur Road La Conner, WA 98527	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Crum and Forster Specialty Ins Co</td><td>44520</td></tr><tr><td>INSURER B:</td><td>Covington Specialty Insurance Company</td><td>13027</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Crum and Forster Specialty Ins Co	44520	INSURER B:	Covington Specialty Insurance Company	13027	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 9064367**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		EPK-108330	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		EPK-108330	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	EPK-108330 Stop Gap EL Only	05/01/2015	05/01/2016	PER STATUTE ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			EPK-108330	05/01/2015	05/01/2016	\$1,000,000 Each Claim \$15,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2015 Consulting Agreement
Certificate holder is named Additional Insured as required by written contract.

CERTIFICATE HOLDER

Energy Services Department
840 Northgate Drive
Richland, WA 99353
Attn: Ms. Jackie Carpenter

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Pollution Liability			EPK-108330	05/01/2015	05/01/2016	\$1,000,000 Each Claim \$5,000 Deductible

Named Insured ELR Consulting, Inc.			Endorsement Number
Policy Symbol	Policy Number EPK-108330	Policy Period 05/01/2015 TO 05/01/2016	Effective Date of Endorsement 05/01/2015
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization: Energy Services Department
840 Northgate Drive
Richland, WA 99353
Attn: Ms. Jackie Carpenter

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured ELR Consulting, Inc.			Endorsement Number
Policy Symbol	Policy Number EPK-108330	Policy Period 05/01/2015 TO 05/01/2016	Effective Date of Endorsement 05/01/2015
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

<u>Name of Person or Organization:</u>	Energy Services Department 840 Northgate Drive Richland, WA 99353 Attn: Ms. Jackie Carpenter
--	---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 24th day of February, 2015 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and ELR Consulting, Inc., 15247 Wilbur Road, La Conner, WA 98257 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide software integration support services for the Energy Services Department Electrical Supervisory Control and Data Acquisition (SCADA) system.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: SCADA software integration services to be provided are detailed in the attached Scope of Work.
 - (ii) Exhibit B: Hourly Labor Rate for SCADA Consulting work.
- c) Contract period shall be from March 1, 2015 through December 31, 2015 with an option for two additional one-year term extensions.
- d) This Contract No. 30-15 replaces the existing Agreement No. 12-51.
- e) This Agreement consists of this Agreement, the above referenced Exhibit(s) 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:
 - (i) City of Richland Contract No. 30-15
 - (ii) Exhibit A: Scope of Work
 - (iii) Exhibit B: Hourly Labor Rate

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of

performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The 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, 2015.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed forty thousand dollars (\$40,000) to complete the services rendered under this Agreement. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A - Scope of Work.
- b) Payment shall be made on a "time and materials" basis. Consultant shall be paid at the hourly rate identified in Exhibit B, Hourly Labor Rate.
- c) All work shall be assigned by task order. All cost, work and timelines will be agreed to by the City prior to work commencing.
- d) 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
- e) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- f) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 75 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, 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.
- g) 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.
- h) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the 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 the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three 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 contract 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

The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the 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 the 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 the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the 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 the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the 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 the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the 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 the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the 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 the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

The Consultant certifies that neither the 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, the

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>

10) 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. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the 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.

12) INSURANCE

The 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 the 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 the 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.

- 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. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the 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 evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The 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 the 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 the 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 the Consultant from the City.

13) 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 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.

14) 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.

15) 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 parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he 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.

17) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

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

19) 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) 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) 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.

20) 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 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.

21) CHANGES OF WORK

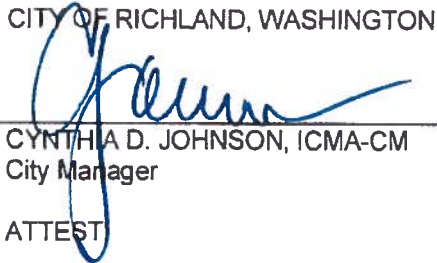
- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the 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, the 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 22, Extra Work.

22) EXTRA WORK

The City may desire to have the 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.

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

CITY OF RICHLAND, WASHINGTON


CYNTHIA D. JOHNSON, ICMA-CM
City Manager

ATTEST


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER D. KINTZLEY
City Attorney

ELR CONSULTING, INC.


Signature


Printed Name & Title

ELR Consulting, Inc.

15247 Wilbur Road, La Conner, WA 98257

Phone: 509.531.8774

Email: ERichards@ELRConsulting.com

Fax: 509.585.0694

EXHIBIT A

Supervisory Control and Data Acquisition (SCADA) Software Integration Scope of Work Beginning March 1, 2015 through December 31, 2015

The following work is to be completed. All work will be scheduled by and agreed to by the City before work commences:

1. Integrate Beckwith LTC Controller Status and Control into SCADA System as communications are established
 - a. Add screens to existing substations.
 - b. Add system alarms.
 - c. Test software functionality of monitoring and control functions.
2. Add SEL 351S to SCADA System
 - a. Create Screen for SEL 351S in SCADA System.
 - b. Add screens to existing substations.
 - c. Add system alarms.
 - d. Test software functionality of monitoring and control functions.
3. Add SEL 2414 Transformer Monitors to all Substations
 - a. Create Screen for SEL 2414 in SCADA System.
 - b. Add screens to existing substations.
 - c. Add system alarms.
 - d. Test software functionality of monitoring and control functions.
4. Install and test Imperious Technologies DNP 3.0 Communications Software
5. Integrate Loop Restoration Switches into SCADA.
 - a. Create Screen for SEL 751 and SEL 451 in SCADA System
 - b. Add screens to existing substations
 - c. Add system alarms
 - d. Test software functionality of monitoring and control functions.
6. Communication system monitoring for the SCADA fiber, copper and radio networks.
7. Integrate into SCADA the Automated Transfer Switches as the controllers are upgraded to SEL 451 Controls.
 - a. Perform SCADA software configuration changes necessary convert existing loop restoration switches to new SEL 451 Controllers.
 - b. Add system alarms.
 - c. Test software functionality of monitoring and control functions.
8. Provide maintenance to Electrical Utility SCADA system as necessary.
 - a. Perform SCADA system software updates to Wonderware, Omniserve, and Imperious technology software packages.
 - b. Trouble-shoot SCADA system device outages.
 - c. Update SCADA system screens as directed to provide necessary information and control to dispatch.
 - d. Update SCADA system alarms as directed
 - e. Provide SCADA software support for SCADA system hardware changes and upgrades.

EXHIBIT B

**Supervisory Control and Data Acquisition (SCADA) Software Integration
Hourly Labor Rate March 1, 2015 through December 31, 2015**

The hourly labor rate for consulting services under this agreement shall be \$115 per hour.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key Element Key 7 - Housing and Neighborhoods

Subject:

Resolution No. 210-15, Amending the CDBG Agreement Between the City of Richland and Kennewick Housing Authority and to the Grant Agreement Between the City of Richland and Benton and Franklin Counties Department of Human Services

Department:

Community & Development Services

Ordinance/Resolution Number:

210-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 210-15 approving the CDBG Amendment between the City of Richland and the Kennewick Housing Authority and the Grant Amendment between the City of Richland and Benton and Franklin Counties Department of Human Services.

Summary:

In 2012, the City of Richland received 2060 funds from Benton and Franklin Counties Department of Human Services to rehabilitate a severely dilapidated home located at 300 & 302 Delafield Street. As part of this agreement, the property was to be used as transitional housing for persons at or below 50% average median income (AMI). The Housing Authority City of Kennewick (KHA) purchased the property from the City of Richland and partnered with Domestic Violence Services providing housing for domestic violence victims. Benton and Franklin Counties Human Services provided transitional rental assistance to KHA to assist with rental costs.

Benton and Franklin Counties Department of Human Services will no longer support transitional rental assistance to KHA for this project, and rental assistance will end after March 31, 2016. KHA is now exploring alternatives and has requested that the designation of transitional housing be changed to permanent housing to explore the opportunity to add project-based rental assistance. KHA will continue to serve 50% and below AMI giving preference to victims of domestic violence.

To accommodate this, an amendment must be made to the CDBG Rental Contract Agreement, Deed of Trust and Retention Agreement and Promissory Note with KHA. An amendment is also proposed for the grant agreement with Benton and Franklin Counties Department of Human Services.

Staff recommends approval of the amendments presented.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Resolution No. 210-15
2. First Amendment to CDBG Rental Contract Agreement
3. First Amendment to Deed of Trust & Retention Agreement
4. First Amendment to Grant Agreement #2060-2012
5. First Amendment to Promissory Note

RESOLUTION NO. 210-15

A RESOLUTION of the City of Richland authorizing Amendments to the Community Development Block Grant (CDBG) Agreement between the City of Richland and Kennewick Housing Authority (KHA) and to the Grant Agreement Between the City of Richland and Benton and Franklin Counties Department of Human Services.

WHEREAS, the Delafield House program cannot be self-supporting as Transitional Housing without a permanent source of rental subsidy in addition to tenant rents; and

WHEREAS, the Kennewick Housing Authority (KHA) has requested a change in the designation of Delafield House from transitional to permanent housing in order to explore the opportunity to add project-based rental assistance to the units, due to the unavailability of transitional housing rental assistance from Benton/Franklin County after March 31, 2016; and

WHEREAS, KHA, Benton and Franklin Counties Department of Human Services and Domestic Violence Services staff support the change in designation from transitional housing to permanent housing; and

WHEREAS, in order to change the designation of Delafield House from transitional housing for persons at or below fifty percent (50%) AMI who are victims of domestic violence to permanent housing for persons at or below fifty percent (50%) AMI with a preference for victims of domestic violence, a First Amendment to the CDBG Rental Contract Agreement, First Amendment to Deed of Trust and Retention Agreement and First Amendment to Promissory Note (CDBG Funds) must be executed with KHA as well as a First Amendment to the Benton and Franklin Counties Department of Human Services Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute Amendments to the Community Development Block Grant (CDBG) Agreement between the City of Richland and the Kennewick Housing Authority (KHA) and to the Grant Agreement between the City of Richland and Benton and Franklin Counties Department of Human Services.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

FIRST AMENDMENT TO CDBG RENTAL CONTRACT AGREEMENT

**Between
CITY OF RICHLAND
And
HOUSING AUTHORITY CITY OF KENNEWICK**

This **First Amendment** to the CDBG Rental Contract Agreement (the “Amendment”), dated as of October ____, 2015, is entered into by **CITY OF RICHLAND**, a municipal corporation of the state of Washington (the “City”) and **HOUSING AUTHORITY CITY OF KENNEWICK**, a Washington municipal corporation (the “Sub-Recipient”).

RECITALS

WHEREAS, the City and the Sub-Recipient are parties to that certain CDBG Rental Contract Agreement, dated as of July 18, 2013 (the “CDBG Rental Agreement”); and

WHEREAS, the City and the Sub-Recipient desire to amend the CDBG Rental Agreement to allow the property that is the subject of the CDBG Rental Agreement to be used to provide affordable permanent housing for individuals who are at 50% or below area median income.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by each party hereto as follows:

AGREEMENT

Amendment to the CDBG Rental Agreement. It is hereby agreed and understood that the CDBG Rental Agreement shall be amended as follows:

1. *Project Identification.* The paragraph of the CDBG Rental Agreement regarding project identification (Page 1) is hereby amended and restated in its entirety to read as follows:

(identify the project) Acquisition and Rehabilitation of the duplex located at 300 and 302 Delafield Avenue, Richland, WA 99352 to be used as affordable permanent housing for individuals who are at 50% or below area median income, with a preference for victims of domestic violence.

2. *Project Characteristics.* The paragraph of the CDBG Rental Agreement defining the project characteristics (Page 1) is hereby amended and restated in its entirety to read as follows:

As proposed by Sub-Recipient, the housing units will provide affordable permanent housing for individuals who are at or below 50 percent of median income as established annually by the U.S. Department of Housing and Urban Development at 24 CFR Part 5, and whose gross household income shall not exceed 80 percent of median income during the period of tenancy. Preference

shall be given for those who are victims of domestic violence at initial occupancy. The Sub-recipient shall document that all persons and households receiving assistance are eligible on the basis of an application and benefit low and moderate-income households.

This is an eligible CDBG activity based on 24 CFR 570.201 Acquisition. The Project shall be consistent with all characteristics as defined in the initial Request for Proposal (RFP) by Sub-recipient, to the extent such characteristics are consistent with this Agreement. The RFP is made, by reference, a part of this Agreement.

3. *Funding.* The second paragraph under the Funding article in the General Conditions section of the CDBG Rental Agreement (Page 2) is hereby amended and restated in its entirety to read as follows:

Federal regulations require consequences in some circumstances to ensure that the property is retained as affordable permanent housing for individuals who are at or below 50% of median income for a period of fifteen (15) years from project completion, also called the “period of benefit” in this Agreement. The City of Richland CDBG Program will have a lien Deed of Trust on the property, a Restrictive Covenant, and Promissory Note for the CDBG and Benton County 2060 financial assistance invested in the project.

Miscellaneous.

1. Except as expressly amended and modified by this Amendment, the CDBG Rental Contract Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
2. The Amendment shall be construed in accordance and governed by the laws of the state of Washington.
3. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

[This Space Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to CDBG Rental Contract Agreement to be duly executed as of the day and year first written above.

City of Richland

**Housing Authority City of Kennewick
Sub-Recipient**

Cynthia D. Reents, ICMA-CM
City Manager

Name: _____
Its: _____

APPROVED AS TO FORM:

Heather Kintzley
Richland City Attorney

City of Richland
Attn: Michelle Burden
Community Development
P.O. Box 190, MS 19
Richland, WA 99336

FIRST AMENDMENT TO DEED OF TRUST AND RETENTION AGREEMENT

This First Amendment to Deed of Trust and Retention Agreement (“Amendment”) is dated October ____, 2015 and is by and among **Housing Authority City of Kennewick** (KHA), a municipal corporation, whose mailing address is 1915 W. 4th Place, Kennewick, WA 99336 ("Grantor"); **Cascade Title Company of Benton-Franklin Counties**, whose mailing address is 8203 W. Quinalt Avenue, Kennewick, WA 99336 (“Trustee”), and the **City of Richland**, a municipal corporation and First Class city, whose address is P.O. Box 190, MS 19, Richland WA 99352 (“Beneficiary”).

A. Grantor made, executed and delivered to Beneficiary a Promissory Note dated July 18, 2013 (the “Original Note”). The Original Note is secured by a Deed of Trust and Retention Agreement, which was recorded on July 23, 2013, as instrument number 2013-025357 in the official records of the County of Benton, State of Washington (the “Deed of Trust”), and which describes and encumbers that certain real property commonly known as 300 and 302 Delafield Avenue, located in said County and State, and legally described as follows:

Tax Parcel ID: 114982020537001

NOW, THEREFORE, in consideration of the mutual benefits inuring to each other, it is understood and agreed by and between the parties hereto, that the terms and conditions of

the Deed of Trust are hereby modified as follows:

AGREEMENT

1. Article 1 Retention Agreement is modified to remove reference to transitional housing and replace with language to read as follows:

Beneficiary used federal CDBG funds to initially purchase the property, and federal CDBG and Benton County 2060 local funds to rehabilitate the property. Federal regulations (24 CFR Part 570) condition Grantor's receipt of the Grant on Grantor's agreement to consequences in some circumstances if Grantor sells, further encumbers, or refinances the Property. Grantor's purchase is conditioned on performance to ensure that the property is used to provide affordable permanent housing for individuals who are at 50% or below area median income for a period of fifteen (15) years commencing from project completion, and per the terms of this Deed of Trust, Promissory Note, and the CDBG Rental Contract Agreement of the same date. The Grantor must also assure compliance with the terms of Benton and Franklin Counties Department of Human Services Grant Agreement #2060-2012-City of Richland Restrictive Covenant which is hereby incorporated by reference to this agreement.

2. All references in the Loan Documents to the Deed of Trust are hereby modified to reflect the terms of the Deed of Trust as modified by this Amendment.
3. All terms, conditions, and covenants of the Deed of Trust and other Loan Documents not otherwise modified hereby, are hereby ratified and confirmed, and this Amendment is made part of the Loan Documents and has the same force and effect as if the terms and conditions hereof were originally incorporated in the Note, Deed of Trust, and other Loan Documents, prior to the execution thereof.
4. It is further understood and agreed by all of the parties hereto that this Amendment is not in any way intended to affect the priority of the Deed of Trust.

[This Space Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, Grantor is executing this Amendment as of the day and year first above written.

Housing Authority City of Kennewick, a
municipal corporation.

By: _____
Printed Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day personally appeared before me _____, known to be the Executive Director of the Housing Authority City of Kennewick, a municipal corporation, the corporation that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated s/he was authorized to execute the same.

Dated this _____ day of October, 2015.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing
at _____
My appointment expires _____

FIRST AMENDMENT

Grant Agreement #2060-2012-City of Richland

This **First Amendment** to the Grant Agreement #2060-2012-City of Richland (the “Amendment”), dated as of October ____, 2015, is executed by and between **BENTON COUNTY**, a political subdivision of the state of Washington, by and for the **BENTON AND FRANKLIN COUNTIES’ DEPARTMENT OF HUMAN SERVICES**, a bi-county department (collectively, the “County”), and the **CITY OF RICHLAND**, a municipal corporation of the state of Washington (the “Recipient”).

RECITALS

WHEREAS, the County and the Recipient are parties to that certain Grant Agreement #2060-2012-City of Richland, effective March 1, 2012 (the “Grant Agreement”); and

WHEREAS, the County and the Recipient desire to amend the Grant Agreement to allow the property that is the subject of the Grant Agreement to be used to provide affordable permanent housing for individuals who are at 50% or below area median income.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by each party hereto as follows:

AGREEMENT

Amendment to the Grant Agreement #2060-2012-City of Richland. It is hereby agreed and understood that the Grant Agreement shall be amended as follows:

1. *Purpose:* The paragraph of the Grant Agreement entitled “PURPOSE” (Page 2) is hereby amended and restated in its entirety to read as follows:

PURPOSE: The goal of this project is to take a badly deteriorated structure that is a neighborhood eyesore, and return it to the housing stock of Richland. The project will ultimately provide two 3-bedroom units of affordable permanent housing for individuals at or below 50% of median area income. The City of Richland intends to complete rehabilitation of the duplex and transfer the duplex to the Kennewick Housing Authority public stock to meet the underserved needs of our community. Preference for occupancy will be given to victims of domestic violence.

Miscellaneous.

1. Except as expressly amended and modified by this Amendment, the Grant Agreement #2060-2012-City of Richland is and shall continue to be in full force and effect in accordance with the terms thereof.

2. The Amendment shall be construed in accordance and governed by the laws of the state of Washington.
3. The parties executing this Agreement warrant that they are authorized to sign this Amendment on behalf of their respective agencies.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Grant Agreement #2060-2012-City of Richland to be duly executed as of the day and year first written above.

For Benton County:

Benton County Commissioner Date

For City of Richland – Recipient:

Cynthia D. Reents, ICMA-CM Date
City Manager

Approved as to Content:

Department of Health Services

Approved as to Form:

Benton County Prosecutor's Office

FIRST AMENDMENT TO PROMISSORY NOTE (CDBG Funds)

This **First Amendment** to the 2013 Promissory Note (the “Amendment”), dated as of October ____, 2015, is entered into by **CITY OF RICHLAND**, a municipal corporation of the state of Washington (the “Payee”) and **HOUSING AUTHORITY CITY OF KENNEWICK**, a Washington municipal corporation (the “Borrower”).

RECITALS

WHEREAS, the Borrower and the Payee are parties to that certain Promissory Note, dated as of July 18, 2013 (the “Promissory Note”); and

WHEREAS, the Borrower and the Payee desire to amend the Promissory Note to allow the property that is the subject of the Promissory Note to be used to provide affordable permanent housing for individuals who are at 50% or below area median income.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by each party hereto as follows:

AGREEMENT

Amendment to the Promissory Note. It is hereby agreed and understood that the Promissory Note shall be amended as follows:

1. The paragraph of the Promissory Note discussing how the Note is secured by a Deed of Trust and Retention Agreement is hereby amended and restated in its entirety to read as follows:

This Note is secured by a Deed of Trust and Retention Agreement, of even date herewith, and a Restrictive Covenant (the “Security Documents”), covering property located and 300 and 302 Delafield Avenue, Richland, Washington 99352. Said Deed of Trust and Retention Agreement contains a due on sale or transfer clause, or if the property is not used to provide affordable permanent housing for individuals who are at 50% or below area median income.

2. The paragraph of the Promissory Note discussing waiver upon payment or partial payment is hereby amended and restated in its entirety to read as follows:

This Note is given pursuant to a CDBG Rental Contract Agreement and is subject to all of the terms and conditions of the Security Documents and the Loan Agreement. By accepting payment or partial payment of any sum secured by this Promissory Note, the Payee does not waive its right to require the property continue to be used to provide affordable permanent housing for individuals who are at 50% or below area median income.

Miscellaneous.

1. Except as expressly amended and modified by this Amendment, the Promissory Note is and shall continue to be in full force and effect in accordance with the terms thereof.
2. The Amendment shall be construed in accordance and governed by the laws of the state of Washington.
3. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Promissory Note to be duly executed as of the day and year first written above.

City of Richland - Payee

**Housing Authority City of Kennewick
Borrower**

Cynthia D. Reents, ICMA-CM
City Manager

Name: _____
Its: _____

APPROVED AS TO FORM:

Heather Kintzley
Richland City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Key 6 - Community Amenities

Subject:

Resolution No. 211-15, Authorizing Extension of an Existing Management Agreement with CourseCo for Operation of the Columbia Point Golf Course

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

211-15

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 211-15, authorizing the City Manager to sign and execute an amendment with CourseCo to extend the existing Management Agreement for Columbia Point Golf Course for an additional 10-year term based upon certain conditions.

Summary:

Since November 2, 2010, CourseCo has operated, maintained and managed the City's Columbia Point Golf Course. CourseCo is doing business in Richland as "Richland Golf Management Corporation" and also holds management contracts with the Cities of Pasco, Kennewick and with Washington State University to operate additional golf facilities in the region.

Richland City Council had several discussions over the year concerning the golf course's debt, revenues and operating expenses. Additionally, Council met with CourseCo, who summarized their current contract expiring at the end of the year.

CourseCo has professionally managed the City-owned course, and Resolution 211-15 recommends that the City maintain the relationship by extending CourseCo's contract. Other local agencies also anticipate contract extensions, and each City benefits from efficiencies afforded via interlocal agreements. In addition, the contract extension is intended to promote enhanced food and beverage revenues by initiating a feasibility study of the concept in 2016 and potentially implementing capital improvements in the clubhouse at a later date. CourseCo is committing at least \$75,000 toward the improvements and up to \$100,000 with matching City contribution for the execution of a 10-year extension. A five-year option can be exercised depending on the outcome of the feasibility period.

Staff recommends approval of the proposed amendment extending the current Management Agreement with CourseCo for management of the Columbia Point Golf Course.

Fiscal Impact:

Revenue in the Columbia Point Golf Course Fund has not historically covered expenses and debt. Shortfalls have been absorbed by Golf Course Fund Reserves, which are estimated to be depleted in 2017. Resolution 211-15 aims to enhance food and beverage revenue at the golf course. Additional marketing and other program enhancements will be explored jointly with CourseCo.

Attachments:

I. Proposed Resolution 211-15

RESOLUTION NO. 211-15

A RESOLUTION of the City of Richland authorizing an extension of existing Management Agreement, Contract No. 01-11, for the operation of the Columbia Point Golf Course.

WHEREAS, on November 2, 2010 the City of Richland (City) entered into a five-year management agreement with CourseCo, doing business as Richland Golf Management Corporation, (Operator) to manage, maintain and operate the Columbia Point Golf Course, including the collection of fees and other related golf and food and beverage services; and

WHEREAS, the City is the owner of the Columbia Point Golf Course which includes an 18-hole golf course, a driving range, a snack bar, and a pro shop; and

WHEREAS, the Operator has proven the necessary experience and qualifications to manage, operate and maintain the Columbia Point Golf Course; and

WHEREAS, the extension will extend ten (10) years, provided a successful outcome of a study to enhance food and beverage revenue in year one of the extension, and the Operator provides at least \$75,000 without a City contribution and up to \$100,000 with matching City contribution for capital improvements intended to enhance food and beverage revenue; otherwise the extension will extend five (5) years.

NOW, THEREFORE, BE IT RESOLVED that execution of an extension to the existing Management Agreement, Contract No. 01-11, for the operation of the Columbia Point Golf Course is hereby authorized.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**FIRST AMENDMENT AND EXTENSION
OF
GOLF COURSE MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF RICHLAND
AND
RICHLAND GOLF MANAGEMENT CORPORATION**

This First Amendment and Extension of Golf Course Management Agreement between the **City of Richland** and **Richland Golf Management Corporation** ("Extension Agreement") is entered into on this ____ day of December, 2015, by and between the **City of Richland** ("CITY"), a municipal corporation, and Richland Golf Management Corporation, a California corporation ("OPERATOR").

RECITALS

1. CITY is the owner of the Columbia Point Golf Course that includes an 18-hole golf course, a driving range, a snack bar, and a pro shop.
2. CITY and OPERATOR are parties to a written Golf Course Management Agreement between the City of Richland and Richland Golf Management Corporation dated as of January 1, 2011 (the "Management Agreement").
3. The term of the Management Agreement will end on December 31, 2015 unless renewed or extended by the parties.
4. CITY and OPERATOR desire to amend and extend the Management Agreement upon the terms set forth below in this Extension Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises hereinafter set forth, the parties hereto amend and extend the Management Agreement and agree as follows:

E.1 EXTENSION TERM.

Subject to the conditions set forth in this Section E.1, CITY and OPERATER hereby extend the term of the Management Agreement to and until December 31, 2025 (10 years) ("Extension Term") unless it is terminated or further extended pursuant to the terms of the Management Agreement and this Extension Agreement. However, in the event OPERATOR defaults on its obligation to timely contribute the Food and Beverage Improvement Allowance in accordance with the provisions in Section E.4 below, then the Extension Term of the Management Agreement shall end on December 31, 2020 (5 years). All references in the Management Agreement to the term thereof shall hereafter include the Extension Term. The term "Management Agreement" shall hereafter refer to the Management Agreement as extended and amended by this Extension Agreement.

E.2 MANAGEMENT FEE.

CITY shall throughout the Extension Term continue to pay to OPERATOR the Management Fee consisting of a Fixed Management Fee and an Incentive Management Fee as provided in Article 6 of the Management Agreement. The Fixed Management Fee is currently \$82,700 per year during the Calendar year 2015, and will be adjusted January 1, 2016 and annually thereafter by the Consumer Price Index as provided in Section 6.01 of the Management Agreement.

E.3 FOOD AND BEVERAGE IMPROVEMENT FEASIBILITY STUDY.

OPERATOR and CITY will each provide 50% of an amount not to exceed \$5,000 to conduct an economic study of food and beverage services in the current facility. The purpose of the economic study is to determine if, or to what extent, modifying the existing food and beverage services and/or modifying or improving the existing facility will result in increased revenues from food and beverage sales. The parties shall collaborate on defining the scope of work for the economic study. The study shall be commissioned and completed in 2016.

E.4 FOOD AND BEVERAGE IMPROVEMENT ALLOWANCE. OPERATOR shall provide a one-time "Food and Beverage Improvement Allowance" equal to a cumulative maximum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), unless the City matches the OPERATOR'S allowance and in that case will increase equally with the City's match up to and not to exceed \$100,000, which CITY may use for Capital Improvements and/or the purchase of equipment to be used at the Golf Course in connection with providing food and beverage services and facilities at the Golf Course. The Food and Beverage Improvement Allowance shall be utilized and expended prior to December 31, 2019, and OPERATOR's obligation to provide the Food and Beverage Improvement Allowance shall lapse as to any amounts not utilized and claimed prior to that date. All funds representing the Food and Beverage Improvement Allowance shall be reimbursed to CITY by OPERATOR as qualifying Capital Improvements are completed or qualifying equipment is acquired, upon CITY's submission to OPERATOR of a written request for such payment ("Payment Request"). The Payment Request shall be accompanied by: (i) a line item breakdown of the equipment and/or components (or portions thereof) of the Capital Improvements covered by the Payment Request; (ii) receipts/documentation verifying that all amounts which are the subject of the Payment Request and incurred in connection with the qualifying equipment or Capital Improvements

have been paid by CITY; and (iii) other supporting documentation that OPERATOR may reasonably request. OPERATOR shall, within ten (10) days of receipt of such Payment Request, reimburse CITY the amount(s) requested (cumulatively not exceeding the Food and Beverage Improvement Allowance). The term "Capital Improvements" as used in this Section E.4 means: Improvements to existing Facilities in connection with providing food and beverage services at the Golf Course or construction of new Facilities in connection with providing food and beverage services at the Golf Course, the cost of which is equal to or in excess of Five Thousand Dollars (\$5,000), and which have a useful life of more than one (1) year. **E.5**

INCORPORATION. The Management Agreement is hereby extended and amended as provided herein and this Extension Agreement is incorporated into the Management Agreement. Except as expressly extended and amended herein, the Management Agreement shall remain in full force and effect throughout the Extension Term, and none of the terms and provisions thereof shall be changed. Unless otherwise specifically set forth, all of the defined terms in the Management Agreement shall have the same meaning in this Extension Agreement as they do in the Management Agreement. In the event of any inconsistency between the provisions of this Extension Agreement and the provisions of the Management Agreement, the provisions of this Extension Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Extension Agreement effective as of the date first above written.

City of Richland

Richland Golf Management Corporation

By: _____

By: _____

Name: Cynthia D. Reents

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Heather D. Kintzley

Title: City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 214-15, Approving Latecomer Agreement with Anderson Heights Development, LLC for Gala Way

Department:
Public Works

Ordinance/Resolution Number:
214-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution 214-15, authorizing the City Manager to sign and execute a South Richland Collector Street Latecomer Agreement with Anderson Heights Development, LLC for Gala Way.

Summary:

The South Richland Collector Street Impact Fee program, codified in Richland Municipal Code Section 12.03, distributes the cost of collector streets and arterial street intersection improvements to all new development within the program boundaries. Fees are collected at the time a building permit is issued.

The projects funded by the program are constructed in one of two ways: 1) the City uses accumulated funds to construct the highest priority road system need from those projects remaining in the program list; or 2) a developer constructs a project as part of his development.

A developer who constructs a project listed in the program is eligible for reimbursement from program revenues. The first way this is accomplished is by crediting a portion or all of the impact fees that will be due from the development. If the cost of the project exceeds the total amount of impact fees to be collected from a development, the developer is entitled to reimbursement from program revenues collected by the City.

Anderson Heights Development, LLC developed a residential subdivision within the program boundaries and constructed a segment of Gala Way as part of the development. Gala Way is an Arterial Collector street listed among the program projects. The cost of the street right-of-way, engineering, and construction exceeded the total value of the impact fees to be collected. Public Works staff have completed evaluation of the project costs and have prepared a latecomer agreement in accordance with Section 12.03 of the Richland Municipal Code. Staff recommends approval of the agreement.

Fiscal Impact:
Yes

The total cost to be reimbursed to the developer will not exceed \$106,346.03 in 2015 dollars. The unpaid balance of the agreement will inflate by three percent (3%) per year. The source of the funds will be the South Richland Collector Street Impact Fee program. The agreement commits the City to reimburse the developer five percent (5%) of Zone I program revenues, so the City is only obligated to pay out of accumulated revenues.

Attachments:

1. RES 214-15 Anderson Heights Latecomer
2. Latecomer Agreement - Anderson Heights

RESOLUTION NO. 214-15

A RESOLUTION of the City of Richland authorizing the execution a collector street latecomer agreement with Anderson Heights Development, LLC.

WHEREAS, Section 12.03 of the Richland Municipal Code establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes a street assessment reimbursement area; and

WHEREAS, property development projects within the street assessment reimbursement area are required to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects within the street assessment reimbursement area jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, the City has approved Anderson Heights Development, LLC's proposed development, the preliminary plat of Anderson Heights, within the South Richland collector street assessment reimbursement area; and

WHEREAS, Anderson Heights Development, LLC's proposed development includes right-of-way for Gala Way, an arterial collector street as defined within the South Richland Collector Street Financing Plan; and

WHEREAS, the City-approved conditions for Anderson Heights Development, LLC's project includes the requirement to dedicate right-of-way, provide a design, and construct street improvements within the dedicated right-of-way; and

WHEREAS, Section 12.03 of the Richland Municipal Code (RMC) authorizes the expenditure of collected impact fees to acquire right-of-way, and to finance the design and construction of arterial collector streets; and

WHEREAS, Anderson Heights Development, LLC has provided, and the City Engineer has reviewed and approved, calculations of the actual cost of the right-of-way, street construction and design fees for the street required within Anderson Heights. The City Engineer has determined that these costs exceed the traffic impact fee obligation for Anderson Heights Development, LLC's projects; and

WHEREAS, Anderson Heights Development, LLC wishes to be reimbursed for costs in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, the City wishes to provide the reimbursement sought by Anderson Heights Development, LLC as part of its strategy to promote construction of streets in the South Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 of the Revised Code of Washington (RCW) authorizes the City to contract for construction of streets required to service development.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the proposed South Richland Collector Street Latecomer Agreement with Anderson Heights Development, LLC.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

WHEN RECORDED RETURN TO:

City of Richland
City Engineer
P.O. Box 190
Richland, WA. 99352

SOUTH RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This agreement made this ____ day of _____, 2015 between the City of Richland, Washington, a municipal corporation, hereinafter called the "City" and Anderson Heights Development, LLC, hereinafter called the "Developer."

WHEREAS, Section 12.03 of the Richland Municipal Code establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan establishes a street assessment reimbursement area; and

WHEREAS, property development projects within the street assessment reimbursement area are required to construct the planned street improvements as a condition of development; and

WHEREAS, property development projects within the street assessment reimbursement area jointly finance right-of-way acquisition, design engineering, and construction of street improvements through collection and expenditure of a development impact fee; and

WHEREAS, the City has approved the Developer's proposed development, the preliminary plat of "Anderson Heights" within the South Richland collector street assessment reimbursement area; and

WHEREAS, the Developer's proposed development includes the right-of-way for Gala Way, an arterial collector street as defined within the South Richland Collector Street Financing Plan; and

WHEREAS, the City-approved conditions for the Developer's project includes the requirement to dedicate right-of-way, provide a design, and construct street improvements within the dedicated right-of-way; and

WHEREAS, Section 12.03 of the Richland Municipal Code authorizes expenditure of collected impact fees to acquire right-of-way, and to finance the design and construction of arterial collector streets; and

WHEREAS, the Developer has provided, and the City Engineer has reviewed and approved, estimates of the cost of the Gala Way right-of-way, street construction and design fees for the streets required within the Developer's projects. The City Engineer has determined that these costs exceed the traffic impact fee obligation for the Developer's projects; and

WHEREAS, the Developer wishes to be reimbursed for costs in excess of the project's South Richland Collector Street Financing Plan fee obligation; and

WHEREAS, the City wishes to provide the reimbursement sought by the Developer as part of its strategy to promote construction of streets in the South Richland Collector Street Plan; and

WHEREAS, Chapter 35.72 of the Revised Code of Washington authorizes the City to contract for construction of streets required to service development.

NOW THEREFORE, in consideration of the construction of a portion of Gala Way within the South Richland Collector Street assessment reimbursement area, and the Developer's dedicating said street as a part of the City's South Richland collector street system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Arterial Collector Street - Acceptance by City:

The City has approved construction of that portion of Gala Way, approximately 960 linear feet in length, lying within the Anderson Heights subdivision. The City has accepted this street facility as a City street. After the construction warranty has expired, the City agrees to bear all further maintenance and operation costs of said street.

2. Cost of Streets:

The Developer has presented to the City Engineer documentation showing the right-of-way and construction costs of said street, and the City Engineer has reviewed the documents submitted. The parties agree that the total cost of said street is \$127,815.87, consisting of the following:

Gala Way Right-of-Way	\$ 52,800.00
<u>Gala Way Construction</u>	<u>\$ 75,015.87</u>
Total Construction cost	\$127,815.87

The final plat of Lexington Heights Phase 5 (the final phase of Anderson Heights) contained 14 lots. According to section 12.03 of the Richland Municipal Code the traffic impact fees for each of these lots would be \$1,533.56. The credit is therefore adjusted as follows:

$$\begin{aligned} \$1,533.56 \times 14 &= \$21,469.84 \\ \$127,815.87 - 21,469.84 &= \mathbf{\$106,346.03} \end{aligned}$$

3. Payments required:

The City hereby agrees that these street improvements will benefit properties within the street assessment reimbursement area defined in the South Richland Collector Street Financing Plan. Future developments within the street assessment reimbursement area

shall pay a fair prorated share of the Developer's costs through payment of the traffic impact fee.

4. Repayment:

The City agrees to reimburse the Developer as follows:

- The City will pay the Developer 5% of the traffic impact fee revenue from the South Richland Collector Street Fund collected in Zone 1 beginning December 31, 2015. Payments will be made on or before the last day of each quarter (i.e. March 31, June 30, September 30, and December 31). Payments will commence with the quarter following the date of execution of this Agreement.
- After City Council approval of any future final plat completed by the Developer within the impact fee area, the Developer may direct, in writing, the City to credit the South Richland Collector Street Impact fees for that plat to the outstanding balance of this agreement.. This right is not transferrable or assignable unless such assignment or transfer is granted in writing by the City.
- Total payments to the Developer from the South Richland Collector Street Fund will not exceed \$106,346.03, as adjusted by inflation on the unpaid balance. The City shall, no later than June 30 of each year, adjust the unpaid balance 3%.

5. Term:

This agreement shall continue in force and effect for a maximum- of fifteen (15) years from the date this agreement is executed, or until the balance owed is paid in full, whichever occurs first.

6. Recording:

This agreement shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor.

7. Governing Law/Forum Selection:

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement.

8. Severability:

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

CITY OF RICHLAND

DEVELOPER

Cynthia D. Reents, ICMA-CM Date

Name: Date

Attest:

Marcia Hopkins, City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 217-15, Application for the Washington Association of Sheriffs and Police Chiefs Traffic Safety Grant

Department:
Police Services

Ordinance/Resolution Number:
217-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 217-15, authorizing the City Manager to sign and execute an agreement with the Washington Association of Sheriffs and Police Chiefs for a Traffic Safety Grant for the purpose of purchasing traffic Lidar units.

Summary:

The Washington Association of Sheriffs and Police Chiefs provides grant funding to be used to enhance traffic safety. Funding priorities will be given for traffic safety equipment requests where traffic safety enforcement is a high priority. Participation in State Wide patrol activities, including Click It or Ticket and Drive Hammered Get Nailed. Applications are done through an on-line process which asks for justification on the need for the new equipment. Funds are received as reimbursement after the items are acquired.

The Richland Police Department participates in 10 high visibility enforcement mobilizations that correspond to State and Local funded traffic campaigns. Our participation in these local traffic safety campaigns has direct impacts in providing safety and service in our community. This equates to approximately 150 hours of an Officer performing directed traffic patrol per year.

The Richland Police Department created a Traffic Safety Unit (TSU) to address traffic issues in the City, which is often cited as one of the biggest problems by Richland citizens. Richland Police Department currently utilizes a hand held radar platform that is outdated and starting to break down. This grant covers the entire cost for six new SpeedLaser R Ruggedized traffic Lidar system and no matching funds are required.

Fiscal Impact:

The grant if approved will be awarded in 2016 and no matching funds are required.

Attachments:

- I. Resolution No. 217-15 WASPC Traffic Safety Grant

RESOLUTION NO. 217-15

A RESOLUTION of the City of Richland authorizing the preparation and submittal of an application to the Washington Association of Sheriffs and Police Chiefs for a grant to provide funding towards the purchase of speed measuring devices.

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) provides grant funding to be used to enhance traffic safety; and

WHEREAS, the City of Richland is eligible to apply for this grant and is not required to provide matching funds; and

WHEREAS, a grant from WASPC would assist with purchase of six (6) SpeedLaser S ruggedized traffic Lidar units.

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

Section 1. The designee of the Richland Police Department is authorized to make formal application to the Washington Association of Sheriffs and Police Chiefs for grant assistance.

Section 2. Any grant assistance received will be used solely for the purpose of the enhancement of traffic safety.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 15th day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from November 9, 2015 - November 18, 2015 for \$4,288,415.17 including Check Nos. 228858-229166, Wire Nos. 6032-6038, Payroll Check Nos. 100206-100223, and Payroll Wire/ACH Nos. 9218-9235

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from November 9, 2015, to November 18, 2015 in the amount of \$4,288,415.17.

Summary:

Breakdown of Expenditures:

Check Nos.	228858-229166	1,468,029.52
Wire Nos.	6032-6038	576,417.57
Payroll Check Nos.	100206-100223	25,238.02
Payroll Wires/ACH	9218-9235	2,218,730.06
TOTAL		\$4,288,415.17

Fiscal Impact:

Yes

Total Disbursements: \$4,288,415.17.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 9, 2015 - NOVEMBER 18, 2015

Payee	Wire Description	Amount
Claim Wires - Wire No. 6032 to 6038		
Department of Licensing	Firearms Online Pmt for Concealed Licenses	837.00
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	<u>575,580.57</u>
	Total Claim Wire Transfers	\$ 576,417.57
Payroll Wires & Direct Deposits (ACH) - Wire No. 9218 to 9235		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	<u>\$ 2,218,730.06</u>
Total Claim & Payroll Wires/ACH		<u><u>\$ 2,795,147.63</u></u>

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BANK OF AMERICA		15100065471	229003	BANK ANALYSIS FEES	\$2,621.54
BEN FRANKLIN TRANSIT		2015424	228869	DIAL A RIDE TICKETS OCTOBER	\$12.00
BENTON COUNTY TREASURER		10/15BC	229005	CRIME VICTIMS COMP BCDC-OCT'15	\$1,036.57
WASHINGTON STATE PATROL		16003011	229152	BACKGROUND CHECKS-OCT 2015	\$708.00
WASHINGTON STATE TREASURER		1115WS	229153	FINES & FORFEITURES BC-OCT'15	\$48,224.10
WEBCHECK INC		5288	229156	WEBCHECK SRVC OCT 15	\$1,016.50
XIOLOGIX LLC	P055891	4365	229166	POWERPATH RENEWAL	\$152.68
UNASSIGNED TOTAL ****					\$53,771.39
Division: 001 CITY COUNCIL					
CHRISTENSEN, TERRY		15-485CHRISTENSEN	229019	ECA-ITG-NWRLNS-NOV-TC	\$759.20
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$17.64
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$1.91
CITY COUNCIL TOTAL ****					\$778.75
Division: 100 CITY MANAGER					
AYERS, JACKIE		110615 AYERS	228863	MILEAGE-MATRICES AGREEMENT SIGN	\$74.81
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$25.05
REENTS, CYNTHIA		15-515 REENTS	229117	WCMA BD RETREAT_CR_11-15	\$204.70
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$47.54
CITY MANAGER TOTAL ****					\$352.10
Division: 101 CITY CLERK					
BARHAM, DEBBY		15-497 BARHAM	228865	15-497 WCIA TRAINING	\$26.00
HOPKINS, MARCIA		15-509 HOPKINS	228906	15-509 WMCA FALL ACADAMY	\$149.05
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$4.42
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$134.97
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$31.01
CITY CLERK TOTAL ****					\$345.45
Division: 102 CITY ATTORNEY					
KENYON DISEND PLLC		183494	229082	BROKERED NATURAL GAS TAX	\$1,925.00
MENKE JACKSON LAW FIRM		10/2015-021	229094	DUANE SMITH SITE PLAN	\$607.50
		10/2015-065		GENERAL (CITY ATTY)	\$587.08
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$4.42
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$47.49
PRONTO PROCESS SERVICE INC		PTO-2015007704	229112	MESSENGER SERVICE-OCT	\$40.00
WEST PUBLISHING CORPORATION DBA		832830158	229159	INFORMATION CHARGES-OCT 2015	\$2,207.48
XEROX CORPORATION		082046976	229165	W7855PT BASE CHGS-OCTOBER 15	\$45.85
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$49.33
CITY ATTORNEY TOTAL ****					\$5,514.15



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	110	ASSISTANT CITY MANAGER			
AYERS, JACKIE		15-492 AYERS	228863	15-492 WCIA TRNG-VERBAL DE-ESC	\$26.00
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$4.42
XEROX CORPORATION		082046976	229165	W7855PT BASE CHGS-OCTOBER 15	\$45.86
				W7855PT BASE CHGS-OCTOBER 15	\$236.69
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$32.44
ASSISTANT CITY MANAGER TOTAL ****					\$345.41
Division:	111	COMMUNICATIONS & MARKETING			
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$0.27
				PHONE CHARGES 10/23-11/22/15	\$11.88
				PHONE CHARGES 10/23-11/22/15	\$12.01
COMMUNICATIONS & MARKETING TOTAL ****					\$24.16
Division:	112	CABLE COMMUNICATIONS			
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$13.23
CABLE COMMUNICATIONS TOTAL ****					\$13.23
Division:	113	HANFORD COMMUNITIES			
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$2.21
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$59.17
				POSTAGE 10/15/15 TO 10/31/15	\$5.57
XEROX CORPORATION		082046976	229165	W7855PT BASE CHGS-OCTOBER 15	\$45.86
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$8.70
HANFORD COMMUNITIES TOTAL ****					\$121.51
Division:	120	FIRE			
ABADAN INC		ARIN059394	228996	MAP LAMINATION	\$14.66
BENTON RURAL ELECTRIC ASSOCIATION		10/15-74170526	229008	COLLINS RD RADIO TOWER-ELECTRI	\$27.67
CENTER FOR EDUCATION & EMPLOYMENT LAW		AZ0882130	229015	PUB EMP LAW RENEW-HUNTINGTON	\$159.00
CHARTER COMMUNICATIONS		11/15-11253 SUB B	229018	PERRY MONUMENT RD RENT-DEC	\$737.93
		9/15-11253 SUB B	228879	PERRY MONUMENT RD RENT-OCT	\$716.44
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$3,695.71
EDM PUBLISHING INC		15447265	229045	LEGAL BRIEFS RENEW-HUNTINGTON	\$98.76
HARRINGTON'S TROPHIES		74607	229064	NAME PLATE WALL BRACKETS	\$104.26
		74690		NAME PLATES/TAGS/SIGNS	\$182.45
				NAME PLATES/TAGS/SIGNS	\$47.89
				NAME PLATES/TAGS/SIGNS	\$57.02
HUNTINGTON, THOMAS		15-489 HUNTINGTON	228907	15-489 BATES ACADAMY FF REVIEW	\$71.00
MARROQUIN, RAUL		15-499 MARROQUIN	228915	15-499 HAZ MAT OPS COURSE/EXAM	\$205.58
PARADISE BOTTLED WATER CO		10/15-FIRE ST 71	228924	BOTTLED WATER-OCTOBER	\$83.87
		10/15-FIRE ST 72		BOTTLED WATER-OCTOBER	\$74.71
		10/15-FIRE ST 73		BOTTLED WATER-OCTOBER	\$56.41
		10/15-FIRE ST 74		BOTTLED WATER-OCTOBER	\$56.42



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$5.95
RICHLAND ACE HARDWARE		210406	229121	PLIERS/FASTERS	\$32.71
RICHLAND BELL FURNITURE INC		7389	229122	RECLINERS (5)	\$4,701.23
SEA WESTERN INC		187260	229130	QC BUTTON	\$64.50
VERIZON WIRELESS		9754191709	229146	MDT WIRELESS 9/20-10/19/15	\$336.08
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$174.81
ZUKOWSKI, PETER		15-466 ZUKOWSKI	228964	15-466 FIRE INSTRUCTOR I COURS	\$109.51
FIRE TOTAL ****					\$11,814.57
Division: 130 POLICE					
AMERICAN MESSAGING SERVICES LLC		W4100724PK	228860	PAGER RENTAL NOV 2015	\$45.66
BENTON COUNTY SHERIFF'S OFFICE		9/15-CUSTODY	228870	CUSTODY COSTS-SEPT 2015	\$99,627.37
CAR WASH PARTNERS INC DBA		111413	228876	RPD VEHICLE WASHES-OCT 2015	\$4.90
CASCADE NATURAL GAS CORP		10/15-75997100005	228877	NAT GAS 871 GW WAY 9/18-10/19	\$380.16
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$2,829.60
DAY MANAGEMENT CORPORATION DBA	P055880	177436	229036	SHIPPING	\$5.43
	P055880			MOTOROLA STANDARD BELT CLIP FO	\$63.80
DOMESTIC VIOLENCE SERVICES		23529	228892	DOMESTIC VIOLENCE SRVCS-SEP'15	\$888.50
GALLS, LLC	P055784	004190974	228901	SEW EMBLEM EACH SLEEVE	\$4.34
	P055784			5.00 TAC A2 BLACK GLOVES GL402	\$30.40
	P055784			SH084 MEN'S SHORT SLEEVE NAVY	\$86.77
	P055784	004259354		SEW EMBLEM EACH SLEEVE	\$8.69
	P055784			SH085 WOMEN'S SHORT SLEEVE NAV	\$173.54
	P055784			ADJUST FOR TAX	(\$0.01)
GRAINGER	S016605	9881472113	228903	EVIDENCE TUBES ITM #3UTE1	\$108.25
LARSEN GUNSMITHING & FIREARMS	P055836	8513	228914	KO1-SB	\$264.71
	P055836			ADJUST FOR TAX	(\$0.01)
	P055836			FREIGHT HAZMAT PER SAGE	\$84.71
	P055836			KO8SST	\$198.20
	P055836			SCC37/1 9MM	\$225.89
	P055836			RDK/37E	\$358.38
	P055839	8514		BIANCHI 7404-74425 BATON RING	\$43.44
	P055839			SUREFIRE G2X-C-BK FLASHLIGHT	\$673.32
	P055839			SUREFIRE V70-BK FLASHLIGHT HOL	\$114.03
	P055839			BIANCHI 7210-23380 DUTY BELT M	\$152.04
	P055839			BIANCHI 7210-23381 DUTY BELT L	\$152.04
	P055919	8526	229087	#44H01PL-L LEFT HAND TASER HOL	\$48.87
	P055907	8527		#573-383-412 HANDCUFF/MAGAZINE	\$105.89
MOON SECURITY SERVICES INC		784650	228919	RPD RANGE MONITORING-OCT	\$59.90
NORTH AMERICAN RESCUE PRODUCTS INC	S016590	IN196135	228922	FREIGHT	\$15.00
	S016590			HEMOSTATIC BANDAGE, COMBAT GAU	\$1,347.50
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$55.40



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$156.71
R E POWELL DIST CO		351341	229113	LPR VEHICLE WASHES	\$80.00
RECALL SECURE DESTRUCTION SERVICES INC		7346072941	229115	SHREDDING SRVCS-OCT	\$271.80
RIVER CITY TOWING INC		14282	228932	TOW CHARGE	\$48.87
		14286		TOW CHARGE	\$48.87
		14295	229123	TOW CHARGE	\$48.87
SMITH, CURTIS		102115 SMITH	228935	NTL ACADAMY EXPENSES-TB/PHYSIC	\$155.00
SOUND UNIFORM GROUP LLC	P055234	16974	229133	JUMP93DN WINTER WEIGHT JUMPSUI	\$890.52
	P055234			SHIPPING	\$20.09
TIM BUSH MOTOR COMPANY DBA		1793	229137	RPD VEHICLE WASHES-OCT	\$336.00
TRANS UNION RISK & ALTERNATIVE DATA		1015-204527	228943	RECORDS SEARCH	\$110.00
TREASURE VALLEY COFFEE CO		104526	228944	RPD COFFEE DELIVERY	\$171.59
TRITECH FORENSICS INC		125129	229143	SEX ASSAULT KIT/DNA BLOOD STAI	\$573.16
VERIZON WIRELESS		9754227646	228950	DATA CHARGES 9/20-10/19/15	\$1,207.04
WA STATE CRIME PREVENTION ASSN		2015 DUES	228951	WSCPA 2015 DUES	\$50.00
WA STATE CRIMINAL JUSTICE TRAINING		20115804	228952	RIFLE INSTRUCTION CRS-ARMITAGE	\$500.00
XEROX CORPORATION		082046984	228962	W7225PT BASE CHRG/PRINTS-OCT	\$196.83
		082046985		W7225PT BASE CHRG/PRINTS-OCT	\$215.43
		082046986		W7225PT BASE CHRG/PRINTS-OCT	\$212.78
		082046987		W7855PT BASE CHRG/PRINTS-OCT	\$593.55
		082046988		W7845 BASE CHRG/PRINTS-OCT	\$309.80
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$6.57
				PHONE CHARGES 10/23-11/22/15	\$295.14
POLICE TOTAL ****					\$114,655.33
Division:	210	ADMINISTRATIVE SERVICES			
PARADISE BOTTLED WATER CO		10/15-ADMIN SRVCS	229105	BOTTLED WATER-OCTOBER	\$8.19
VERIZON WIRELESS		9754227649	229147	WIRELESS DATA CARD-KOCH	\$38.02
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$19.24
ADMINISTRATIVE SERVICES TOTAL ****					\$65.45
Division:	211	FINANCE			
COLUMBIA INDUSTRIES SUPPORT LLC		0027818	229029	ON SITE SHREDDING WO #33671	\$29.58
		0028007		ON SITE SHREDDING WO #33670	\$9.86
GARDA CL NORTHWEST INC		10146805	229061	ARMORED CAR SRVCS OCT 2015	\$435.20
		20116871		EXCESS LIABILITY OCT 2015	\$510.84
HARRINGTON'S TROPHIES		74609	228904	NAME PLATES-ALLEN/GROUT/FINANC	\$33.67
PARADISE BOTTLED WATER CO		10/15-ADMIN SRVCS	229105	BOTTLED WATER-OCTOBER	\$16.38
				BOTTLED WATER-OCTOBER	\$38.43
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$2,291.14
				POSTAGE 10/15/15 TO 10/31/15	\$428.75
POSTMASTER		BULK PERMIT 2015	229110	BULK MAIL PERMIT #153-STD MAIL	\$225.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POSTMASTER		PERMIT 153-11/16	229109	POSTAGE 10/26-11/16/15	\$8,920.08
REDSSON LTD		191491	229116	PORTAL SERVICE LOCATES-OCT	\$258.00
RETAIL LOCKBOX INC		1510 4812	229119	UB PYMT PROCESSING OCT'15	\$2,182.23
XEROX CORPORATION		082046989	229165	W7855PT BASE CHRG/PRINTS-OCT	\$339.16
		082120827		W7225PT BASE CHG/PRINTS-OCT	\$160.14
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$127.62
				PHONE CHARGES 10/23-11/22/15	\$0.22
				PHONE CHARGES 10/23-11/22/15	\$73.20
FINANCE TOTAL ****					\$16,079.50
Division:	212	PURCHASING			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$742.68
ORKIN EXTERMINATING INC	S016501	105343262	229102	PEST CONTROL SERVICES FOR BUIL	\$27.15
	S016501			PEST CONTROL SERVICES FOR BUIL	\$27.15
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$0.97
XEROX CORPORATION	S016120	082046991	228962	XEROX 7845 LEASE AND COPY CHAR	\$244.73
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$57.49
				PHONE CHARGES 10/23-11/22/15	\$41.64
PURCHASING TOTAL ****					\$1,141.81
Division:	213	INFORMATION TECHNOLOGY			
CASELLE INC	P054763	69012	228878	ANIMAL LICENSE FEE PAID MONTHL	\$169.33
DAILY JOURNAL OF COMMERCE		3304388-	228890	AD FOR RFP ERP CONSULTING SVCS	\$162.80
MID COLUMBIA ENGINEERING INC	P054872	ST007900	228917	RICH AUSTILL, AS400 MNTNC SERV	\$143.00
REYNOLDS, DAN		101615 REYNOLDS	228930	SELF TEST SOFTWARE FOR CAPM	\$99.00
UNITED PARCEL SERVICE	S016610	000986641455	228946	WEIGHT CORRECTION FOR PKG TO C	\$1.24
VISION TECHNOLOGY SOLUTIONS LLC DBA	S016344	31372	229149	WEBSITE DEVELOPMENT SERVICE	\$12,168.00
WAT INC	P055850	RICHLANDFD151010	229155	WIRE ASSEMBLY-#14 RED/BLK! W/M	\$8.69
	P055850			SHIPPING	\$31.49
	P055850			GAMBER JOHNSON FORD E-SERIES	\$345.70
XIOLOGIX LLC	P055891	4365	229166	POWERPATH RENEWAL	\$12.72
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$240.22
INFORMATION TECHNOLOGY TOTAL ****					\$13,382.19
Division:	220	HUMAN RESOURCES			
HARRINGTON'S TROPHIES		74753	229064	RETIREMENT PLAQUE-GRAVES	\$83.40
JUBB, ALLISON		102615	229079	JUBB-SAFETY/RISK ADMIN LUNCH	\$27.15
MID COLUMBIA ENGINEERING INC	P055890	ST007894	228917	EXECUTIVE ASSISTANT, KATHERINE	\$634.50
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$9.61
SOFTWARE ONE INC	P055851	US-PSI-427706	229132	TAX	\$24.47
	P055851			Adobe Acrobat Pro DC 2015 Lice	\$284.51
TRANS UNION LLC		10550648	228942	CREDIT REPORTS-OCTOBER	\$16.29
XEROX CORPORATION		082046990	229165	W7855PT BASE CHG/PRINTS-OCT	\$407.32



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$69.32
HUMAN RESOURCES TOTAL ****					\$1,556.57
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$4.42
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$1.64
ROGER BROOKS INTERNATIONAL, INC		13655	229126	MARKETING ACTION PLAN	\$4,000.00
		13656		WATERFRONT CONSULTING SVCS	\$6,500.00
XEROX CORPORATION		082046976	229165	W7855PT BASE CHGS-OCTOBER 15	\$45.86
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$19.49
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$10,571.41
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN107317	228858	XEROX 6605 MAINT 10/23-11/22	\$93.31
MCLEAN LAW OFFICE		C178-14/OCT	229093	C178-14 HEARING EXAMINER SRVCS	\$5,331.25
MID COLUMBIA ENGINEERING INC	P055297	ST007898	228917	JOSEPH MINNICK, BLDG INSPECTOR	\$1,568.00
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$60.51
WATER SOLUTIONS INC	P054903	12123	228958	DCS (703) BDLG WATER UNIT RENT	\$16.29
	P054903			DCS (703) BDLG WATER UNIT RENT	\$39.63
XEROX CORPORATION		082046977	228962	W7855 BASE CHRG/PRINTS-OCTOBER	\$67.15
				W7855 BASE CHRG/PRINTS-OCTOBER	\$67.15
	P054899	082046979		BASEMENT XEROX #LX5-692207 (ta	\$68.70
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$107.60
				PHONE CHARGES 10/23-11/22/15	\$19.55
DEVELOPMENT SERVICES TOTAL ****					\$7,439.14
Division:	302	REDEVELOPMENT			
XEROX CORPORATION		082046977	228962	W7855 BASE CHRG/PRINTS-OCTOBER	\$209.97
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$19.18
				PHONE CHARGES 10/23-11/22/15	\$5.94
REDEVELOPMENT TOTAL ****					\$235.09
Division:	303	LIBRARY			
ADAMS, LISA M		15-493 ADAMS	228859	15-493 WALE CONF-LAKE CHELAN	\$252.45
CASCADE NATURAL GAS CORP		09/15 61897100006	228877	NAT GAS 955 NRTHGATE 917-1019	\$214.48
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$4,138.60
OCLC INC		0000427743	229101	CATALOGING SRVCS - OCT	\$971.69
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$247.82
STONEWAY ELECTRIC SUPPLY		S101408871.001	228937	POWER PACK	\$42.15
		S101422915.001		LIGHT BULBS	\$263.72
		S101424521.001		LIGHT BULBS	\$26.35
XEROX CORPORATION		082046997	229165	W7225PT BASE CHRG/PRINTS-OCT	\$316.93
		082046998		W7225PT BASE CHRG/PRINTS-OCT	\$138.28



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$144.74
LIBRARY TOTAL ****					\$6,757.21
Division: 330	PARKS & RECREATION ADMIN				
WASHINGTON CITIES INSURANCE AUTHORITY	RI-1533		228956	SCHIESSL TRNG-EFF PERF APPRAIS	\$50.00
PARKS & RECREATION ADMIN TOTAL ****					\$50.00
Division: 331	PARKS & REC - RECREATION				
CAMARENA, DANA		OCTOBER 2015	228875	SALSA INSTRUCTOR-OCT	\$766.93
ELIZABETH E TROST			228968	OCTOBER CLASS-10329	\$659.37
FOSTER, CATHY I			228900	FOOT CARE CLASSES-OCT	\$966.00
MILLER, JO ANN			228918	DANCE INSTRUCTOR-OCT	\$471.75
OXARC INC	R374910		229104	HELIUM TANK RENTAL	\$8.00
PITNEY BOWES PURCHASE POWER	1031B/14823173		229118	POSTAGE 10/15/15 TO 10/31/15	\$25.83
RICHLAND ACE HARDWARE	48467		228931	PAINT FOR FALL CARNIVAL ACT	\$9.22
XEROX CORPORATION	81588522		229165	W7855 BASE CHG/PRINTS SEPTEMBE	\$162.07
				W7855 BASE CHG/PRINTS SEPTEMBE	\$231.35
	82046975			W7855 BASE CHG/PRINTS OCT	\$107.35
				W7855 BASE CHG/PRINTS OCT	\$231.35
XO HOLDINGS LLC DBA	0278285206		228963	PHONE CHARGES 10/23-11/22/15	\$92.34
				PHONE CHARGES 10/23-11/22/15	\$35.65
				PHONE CHARGES 10/23-11/22/15	\$5.94
PARKS & REC - RECREATION TOTAL ****					\$3,773.15
Division: 335	PARKS & REC - PARKS&FACILITIES				
AMERICAN ROCK PRODUCTS INC	247059 REBILL		228861	SAND-DIF ORIG INV/CNTRCT	\$62.05
BASIN SOD INC	18742		228866	SOD	\$148.71
CASCADE MACHINERY & ELECTRIC INC	430328		229013	COMPRESSOR SERVICE	\$1,215.61
CASCADE NATURAL GAS CORP	10/15 96738100005		228877	NAT GAS 505 SWIFT 9/17-10/19	\$13.44
	10/15-51897100007			NAT GAS 1005 SWIFT 9/17-10/19	\$1,530.36
	10/15-73638100005			NAT GAS 500 AMON 9/17-10/19	\$497.51
CITY OF RICHLAND	10/2015 OCT		229022	CITY UTILITY BILLS/OCT 2015	\$26.94
				CITY UTILITY BILLS/OCT 2015	\$1,703.65
				CITY UTILITY BILLS/OCT 2015	\$29.82
				CITY UTILITY BILLS/OCT 2015	\$30.65
				CITY UTILITY BILLS/OCT 2015	\$25.36
				CITY UTILITY BILLS/OCT 2015	\$25.30
				CITY UTILITY BILLS/OCT 2015	\$378.15
				CITY UTILITY BILLS/OCT 2015	\$368.55
				CITY UTILITY BILLS/OCT 2015	\$23.55
				CITY UTILITY BILLS/OCT 2015	\$28.10
				CITY UTILITY BILLS/OCT 2015	\$22.18
				CITY UTILITY BILLS/OCT 2015	\$28.95



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$22.02
				CITY UTILITY BILLS/OCT 2015	\$21.90
				CITY UTILITY BILLS/OCT 2015	\$334.90
				CITY UTILITY BILLS/OCT 2015	\$331.50
				CITY UTILITY BILLS/OCT 2015	\$30.91
				CITY UTILITY BILLS/OCT 2015	\$22.41
				CITY UTILITY BILLS/OCT 2015	\$818.74
				CITY UTILITY BILLS/OCT 2015	\$842.60
				CITY UTILITY BILLS/OCT 2015	\$864.10
				CITY UTILITY BILLS/OCT 2015	\$865.20
				CITY UTILITY BILLS/OCT 2015	\$876.09
				CITY UTILITY BILLS/OCT 2015	\$822.45
				CITY UTILITY BILLS/OCT 2015	\$912.95
				CITY UTILITY BILLS/OCT 2015	\$958.74
				CITY UTILITY BILLS/OCT 2015	\$960.86
				CITY UTILITY BILLS/OCT 2015	\$1,004.10
				CITY UTILITY BILLS/OCT 2015	\$1,010.49
				CITY UTILITY BILLS/OCT 2015	\$1,374.05
				CITY UTILITY BILLS/OCT 2015	\$1,064.10
				CITY UTILITY BILLS/OCT 2015	\$1,583.80
				CITY UTILITY BILLS/OCT 2015	\$1,148.67
				CITY UTILITY BILLS/OCT 2015	\$1,173.47
				CITY UTILITY BILLS/OCT 2015	\$1,235.30
				CITY UTILITY BILLS/OCT 2015	\$27.25
				CITY UTILITY BILLS/OCT 2015	\$29.16
				CITY UTILITY BILLS/OCT 2015	\$29.66
				CITY UTILITY BILLS/OCT 2015	\$759.47
				CITY UTILITY BILLS/OCT 2015	\$876.74
				CITY UTILITY BILLS/OCT 2015	\$1,336.65
				CITY UTILITY BILLS/OCT 2015	\$384.66
				CITY UTILITY BILLS/OCT 2015	\$1,326.39
				CITY UTILITY BILLS/OCT 2015	\$1,050.73
				CITY UTILITY BILLS/OCT 2015	\$70.65
				CITY UTILITY BILLS/OCT 2015	\$109.55
				CITY UTILITY BILLS/OCT 2015	\$108.94
				CITY UTILITY BILLS/OCT 2015	\$102.95
				CITY UTILITY BILLS/OCT 2015	\$95.00
				CITY UTILITY BILLS/OCT 2015	\$304.00
				CITY UTILITY BILLS/OCT 2015	\$93.72
				CITY UTILITY BILLS/OCT 2015	\$93.40
				CITY UTILITY BILLS/OCT 2015	\$88.75



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$83.34
				CITY UTILITY BILLS/OCT 2015	\$73.99
				CITY UTILITY BILLS/OCT 2015	\$415.28
				CITY UTILITY BILLS/OCT 2015	\$73.15
				CITY UTILITY BILLS/OCT 2015	\$112.97
				CITY UTILITY BILLS/OCT 2015	\$2,899.20
				CITY UTILITY BILLS/OCT 2015	\$69.68
				CITY UTILITY BILLS/OCT 2015	\$66.00
				CITY UTILITY BILLS/OCT 2015	\$65.26
				CITY UTILITY BILLS/OCT 2015	\$64.91
				CITY UTILITY BILLS/OCT 2015	\$58.70
				CITY UTILITY BILLS/OCT 2015	\$56.15
				CITY UTILITY BILLS/OCT 2015	\$55.05
				CITY UTILITY BILLS/OCT 2015	\$51.32
				CITY UTILITY BILLS/OCT 2015	\$49.35
				CITY UTILITY BILLS/OCT 2015	\$73.72
				CITY UTILITY BILLS/OCT 2015	\$249.05
				CITY UTILITY BILLS/OCT 2015	\$294.18
				CITY UTILITY BILLS/OCT 2015	\$289.00
				CITY UTILITY BILLS/OCT 2015	\$286.45
				CITY UTILITY BILLS/OCT 2015	\$272.80
				CITY UTILITY BILLS/OCT 2015	\$272.50
				CITY UTILITY BILLS/OCT 2015	\$271.25
				CITY UTILITY BILLS/OCT 2015	\$268.87
				CITY UTILITY BILLS/OCT 2015	\$266.05
				CITY UTILITY BILLS/OCT 2015	\$260.15
				CITY UTILITY BILLS/OCT 2015	\$257.35
				CITY UTILITY BILLS/OCT 2015	\$111.73
				CITY UTILITY BILLS/OCT 2015	\$250.28
				CITY UTILITY BILLS/OCT 2015	\$112.95
				CITY UTILITY BILLS/OCT 2015	\$229.19
				CITY UTILITY BILLS/OCT 2015	\$220.15
				CITY UTILITY BILLS/OCT 2015	\$218.57
				CITY UTILITY BILLS/OCT 2015	\$218.48
				CITY UTILITY BILLS/OCT 2015	\$212.50
				CITY UTILITY BILLS/OCT 2015	\$212.20
				CITY UTILITY BILLS/OCT 2015	\$206.85
				CITY UTILITY BILLS/OCT 2015	\$122.15
				CITY UTILITY BILLS/OCT 2015	\$121.45
				CITY UTILITY BILLS/OCT 2015	\$120.10
				CITY UTILITY BILLS/OCT 2015	\$2,208.79



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CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$252.45
				CITY UTILITY BILLS/OCT 2015	\$577.85
				CITY UTILITY BILLS/OCT 2015	\$2,818.30
				CITY UTILITY BILLS/OCT 2015	\$146.45
				CITY UTILITY BILLS/OCT 2015	\$389.45
				CITY UTILITY BILLS/OCT 2015	\$173.45
				CITY UTILITY BILLS/OCT 2015	\$174.69
				CITY UTILITY BILLS/OCT 2015	\$178.69
				CITY UTILITY BILLS/OCT 2015	\$188.98
				CITY UTILITY BILLS/OCT 2015	\$192.99
				CITY UTILITY BILLS/OCT 2015	\$502.35
				CITY UTILITY BILLS/OCT 2015	\$512.34
				CITY UTILITY BILLS/OCT 2015	\$16,311.75
				CITY UTILITY BILLS/OCT 2015	\$541.69
				CITY UTILITY BILLS/OCT 2015	\$165.98
				CITY UTILITY BILLS/OCT 2015	\$595.00
				CITY UTILITY BILLS/OCT 2015	\$608.02
				CITY UTILITY BILLS/OCT 2015	\$625.30
				CITY UTILITY BILLS/OCT 2015	\$639.20
				CITY UTILITY BILLS/OCT 2015	\$35.75
				CITY UTILITY BILLS/OCT 2015	\$653.65
				CITY UTILITY BILLS/OCT 2015	\$655.00
				CITY UTILITY BILLS/OCT 2015	\$661.86
				CITY UTILITY BILLS/OCT 2015	\$695.00
				CITY UTILITY BILLS/OCT 2015	\$34.90
				CITY UTILITY BILLS/OCT 2015	\$33.75
				CITY UTILITY BILLS/OCT 2015	\$520.70
				CITY UTILITY BILLS/OCT 2015	\$454.41
				CITY UTILITY BILLS/OCT 2015	\$32.35
				CITY UTILITY BILLS/OCT 2015	\$48.03
				CITY UTILITY BILLS/OCT 2015	\$46.80
				CITY UTILITY BILLS/OCT 2015	\$46.79
				CITY UTILITY BILLS/OCT 2015	\$496.95
				CITY UTILITY BILLS/OCT 2015	\$41.44
				CITY UTILITY BILLS/OCT 2015	\$40.00
				CITY UTILITY BILLS/OCT 2015	\$37.51
				CITY UTILITY BILLS/OCT 2015	\$494.25
				CITY UTILITY BILLS/OCT 2015	\$493.06
				CITY UTILITY BILLS/OCT 2015	\$167.19
				CITY UTILITY BILLS/OCT 2015	\$486.29
				CITY UTILITY BILLS/OCT 2015	\$2,277.88



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CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$140.15
				CITY UTILITY BILLS/OCT 2015	\$36.42
				CITY UTILITY BILLS/OCT 2015	\$145.35
				CITY UTILITY BILLS/OCT 2015	\$19.70
				CITY UTILITY BILLS/OCT 2015	\$446.25
				CITY UTILITY BILLS/OCT 2015	\$420.84
				CITY UTILITY BILLS/OCT 2015	\$158.35
				CITY UTILITY BILLS/OCT 2015	\$158.95
				CITY UTILITY BILLS/OCT 2015	\$159.35
				CITY UTILITY BILLS/OCT 2015	\$162.35
				CITY UTILITY BILLS/OCT 2015	\$418.07
				CITY UTILITY BILLS/OCT 2015	\$130.82
				CITY UTILITY BILLS/OCT 2015	\$10.29
				CITY UTILITY BILLS/OCT 2015	\$6.99
				CITY UTILITY BILLS/OCT 2015	\$12.50
				CITY UTILITY BILLS/OCT 2015	\$16.31
				CITY UTILITY BILLS/OCT 2015	\$0.05
				CITY UTILITY BILLS/OCT 2015	\$325.70
				CITY UTILITY BILLS/OCT 2015	\$21.79
		10/2015-24	229024	#24 LANDFILL FEES	\$1,105.13
		544061/PYMT 6	228882	ANNUAL LEASE/RENTAL FEE 544061	\$500.00
DEPARTMENT OF LABOR & INDUSTRIES		179679	229040	ELEVATOR VIOLATION PENALTY FEE	\$327.10
DEPENDABLE APPLIANCE CO		SV00046645	229041	ELECTRIC RANGE-FIRE STATION	\$141.86
EWING IRRIGATION PRODUCTS INC		547594	228895	SPLICE KITS	\$96.82
FERGUSON ENTERPRISES INC		3557764	229054	ROYAL HYDRA CLST FV	\$118.38
GRAINGER	S016605	9869586694	228903	INLINE CENTRIFUGAL DUCT F ITEM	\$256.28
	S016605	9869972159		MOBIL RARUS 427 ITEM #4ZF21	\$76.03
HERTZ EQUIPMENT RENTAL CORP		28320507-001	229069	LIFT RENTAL-10/29/15	\$200.91
INLAND ASPHALT CO		32-2176694	228909	TRAILHEAD PARKING LOT-ASPHALT	\$2,016.84
IRRIGATION SPECIALISTS INC		1163802-01	229073	ELL MARLEX	\$45.61
		1163805-01		SNAP TEE/BUSH/PLUG/NIPPLE	\$8.05
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		34324	228912	VALVE/TRIP/TAPE/COUP/CAP/STUB	\$111.55
		34329		SWITCH PLATE	\$3.62
LIBERTY LAWN & SAW SHOP		290	229088	REPAIR THROTTLE SHIND	\$27.50
MOON SECURITY SERVICES INC		783191	229097	ST#74 CELL GSM FIRE B/U-SEPT	\$28.34
		785329		ST#74 CELL GSM FIRE B/U-OCT	\$50.00
		790204		ST#74 CELL GSM FIRE B/U-NOV	\$50.00
OXARC INC		3851TPS	229104	CO2 BULK	\$194.29
		R369092		CO2/NITROGEN/OXYGEN/STARGON	\$125.54
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$4.48
PRO BUILD COMPANY LLC		71460953	228925	DOCK MATERIAL	\$56.70



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From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RAY POLAND & SONS INC	P055638	8541-15RETAIN 1	229114	SACAGAWEA HERITAGE TRAIL REPAI	\$4,250.00
REXEL INC DBA		H716053	228929	120V COIL	\$340.37
		H950098		HINGE COVER	\$154.29
		I010200		IMT FD60MWC WHI	\$37.16
RICHLAND ACE HARDWARE		210402	228931	BASKETBALL NET	\$7.05
		210404		PIPE TEE/GLOVE/ELBOW/NIPPLE	\$84.06
		48033	229121	SCREW/WOOD PUTTY	\$18.21
		48174		TAPE	\$10.85
		48521	228931	REGISTER/TOGGLE SWITCH/DRAIN	\$43.48
		48525		ROOFING PAPER	\$24.97
		48606		PAINT BRUSHES/FLEX SEAL	\$49.37
		48608		DUCT TAPE/SIMPLE GREEN	\$11.91
		48617		CAT LITTER	\$21.14
		48618		CAT LITTER	\$16.81
		48619		CAT LITTER	\$20.60
		48623		DOWNSPOUT/ELBOW	\$44.47
ROTO ROOTER		07951	229127	SEPTIC PUMP-COL PT MARINA PARK	\$586.44
SAFETY KLEEN SYSTEMS INC		68440279	229129	PRESSURE WASH-CLEANOUT BAY	\$3,217.50
STONEWAY ELECTRIC SUPPLY		S101325398.001	228937	LIGHTS	\$3.39
		S101378977.001		LIGHTS	\$239.77
		S101381772.001		UPTOWN-LIGHTS	\$18.90
		S101382258.001		LIGHTS	\$132.05
		S101390181.002	229135	LIGHTS	\$63.10
		S101415534.001	228937	LIGHTS-POLICE BUILDING	\$296.47
		S101417726.001	229135	LIGHTS	\$13.15
		S101420519.001	228937	LIGHTS-COLUMBIA PLAYFIELD	\$132.32
		S101426684.001		BLDG 200-LIGHTS	\$54.46
THE DRAIN SURGEON		33716	228940	703 BLDG-SNAKED MAIN LINE	\$146.61
		33767		JEFFERSON FLD-SNAKED MAIN LINE	\$173.76
THE PERSONAL TOUCH CLEANING INC		57864	229136	JANITOR SERVICES-BLDG 100-OCT	\$3,131.50
		57865		JANITOR SERVICES-BLDG 200-OCT	\$833.64
		57866		JANITOR SERVICES-BLDG 300-OCT	\$646.86
		57918		JANITOR SERVICES-RCC-OCT	\$4,929.23
		57919		JANITOR SERVICES-LIBRARY-OCT	\$4,999.41
THE SHERWIN WILLIAMS CO		1693-5	228941	PAINT	\$53.03
WALLA WATER INC DBA		15059	228954	BLDG 300-RESET KEY STOCK	\$206.34
WILBUR ELLIS COMPANY	S016578	9493031	228961	BRONC MAX	\$60.41
	S016578			AQUANEAT- HERBICIDE	\$55.58
	S016578			COMPETITOR	\$199.55
	S016578	9493033		CLEARCAST- AGENCY HERBICIDE	\$564.65
WOOD'S NURSERY INC		18037	229164	NURSERY PLANTS	\$54.45



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$93.72
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$111,571.79
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1485	229001	ARBAUGH CONTRACT FEES-OCT'15	\$1,470.00
DEPARTMENT OF HUMAN SERVICES		3RD QTR 2015	229039	3RD QTR LIQUOR TAXES & PROFITS	\$3,473.34
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$109.84
WASHINGTON CITIES INSURANCE AUTHORITY		OCT 2015	228955	WCIA CLAIMS PAID-OCT 2015	\$6,284.93
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$41.58
NON-DEPARTMENTAL TOTAL ****					\$11,379.69
GENERAL FUND Total ***					\$371,739.05
FUND 101		CITY STREETS			
Division:	401	STREETS MAINTENANCE			
BEAVER BARK & ROCK		710469	229004	CONCRETE	\$141.16
BIRD, JIM		15-442-BIRD	229010	15-422 2015 WA ASPHALT CONF	\$30.00
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$941.93
				CITY UTILITY BILLS/OCT 2015	\$136.84
		10/2015-27	228883	#27 LANDFILL FEES	\$30.00
HERTZ EQUIPMENT RENTAL CORP		28334519-001	229069	LIQUID PROPANE	\$78.00
INLAND ASPHALT CO	P055480	32-2126996	228910	SS 1 ASPHALT TACK COAT	\$242.78
JT AUTOMOTIVE PARTS INC DBA		345370	229076	KITTY LITTER	\$17.48
MORRIS, GILBERT		15-441-MORRIS	229098	15-441 2015 WA ASPHALT CONF	\$30.00
RICHLAND ACE HARDWARE		48178	228931	FASTENERS/TOOLS/SPRINKLERS	\$34.50
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$23.77
STREETS MAINTENANCE TOTAL ****					\$1,706.46
CITY STREETS Total ***					\$1,706.46
FUND 112		INDUSTRIAL DEVELOPMENT FUND			
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1485	229001	ARBAUGH CONTRACT FEES-OCT'15	\$150.00
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$357.38
PARADISE BOTTLED WATER CO		1015-CITYATTORNEY	229105	BOTTLED WATER-OCT	\$6.62
XEROX CORPORATION		082046976	229165	W7855PT BASE CHGS-OCTOBER 15	\$45.85
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$26.44
ECONOMIC DEVELOPMENT TOTAL ****					\$586.29
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
BEAVER BARK & ROCK		710502	229004	CONCRETE	\$162.88
BENTON FRANKLIN HEALTH DISTRICT		2015NOV	229006	HAZ WASTE DISPOSAL-LULU'S	\$50.00
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$58.64



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MACKAY & SPOSITO INC		026584	229091	HORN RAPIDS MASTER PLAN UPDATE	\$10,294.40
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$10,565.92
INDUSTRIAL DEVELOPMENT FUND Total ***					\$11,152.21
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
101 CLEANERS		10/15-9427360	228995	UNIFORM LAUNDRY SRVCS-OCT	\$351.29
DAY MANAGEMENT CORPORATION DBA		398164	229036	ORDER/INSTALL TRUNK TRAY #2432	\$1,110.40
LARSEN GUNSMITHING & FIREARMS	P055787	8515	228914	NSN #6760-01-379-3139 1200 ORA	\$119.46
VERIZON WIRELESS		9754227646	228950	DATA CHARGES 9/20-10/19/15	\$240.00
CJST POLICE ACTIVITY TOTAL ****					\$1,821.15
CRIMINAL JUSTICE SALES TAX Total ***					\$1,821.15
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$0.97
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$6.23
				PHONE CHARGES 10/23-11/22/15	\$5.94
CDBG PROGRAM TOTAL ****					\$13.14
COMMUNITY DEV BLOCK GRANT Total ***					\$13.14
FUND 154	HOME FUND				
Division:	000				
CASCADE TITLE COMPANY OF BENTON		01882	229014	REFUND CHAMPOUX RECON FEE	\$130.00
CITY OF KENNEWICK		127465	229020	2K5-24 PROGRAM INCOME REFUND	\$5,000.00
UNASSIGNED TOTAL ****					\$5,130.00
Division:	309	HOME PROGRAM			
ESCROW & TITLE SERVICES INC DBA		15-21	228893	HOME DPA-SARMIENTO-317 GW WAY	\$10,000.00
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$6.23
HOME PROGRAM TOTAL ****					\$10,006.23
HOME FUND Total ***					\$15,136.23
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
ABADAN INC		ARIN059443	228858	VANTAGE HWY PATHWAY	\$7.05
CITY OF RICHLAND		10/2015-27	228883	#27 LANDFILL FEES	\$211.55
CULBERT CONSTRUCTION INC	P055330	C104-15/PYMT 4	228889	C/O #3B IRRIGATION REDESIGN @	\$1,781.87
	P055330			STEVENS DR EXTENSION - ROADWAY	\$166,926.70
INLAND ASPHALT CO	P055441	32-2123222	228910	SS 1 ASPHALT TACK COAT	\$383.30



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MICHAEL TERRELL-LANDSCAPE ARCHITECTURE, PLLC	P055904	2404	228916	DUPORTAIL EXTENSION & RECNST L	\$234.95
	P055904			DUPORTAIL EXTENSION & RECNST L	\$234.95
	P055904	2417		DUPORTAIL EXTENSION & RECNST L	\$362.50
	P055904			DUPORTAIL EXTENSION & RECNST L	\$362.50
WA STATE DEPT OF TRANSPORTATION	P055917	RE-45JE5691L001	228953	VANTAGE HIGHWAY PATHWAY PH 1 -	\$1,160.40
WESTERN CONCRETE ACCESSORIES		30918	228960	SPEEDCRETE REDLINE	\$133.76
ARTERIAL STREETS TOTAL ****					\$171,799.53
STREETS CAPITAL CONSTRUCTION Total ***					\$171,799.53
FUND 317	FIRE STATION 74 CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
BUILDERS HARDWARE & SUPPLY CO INC		S3396148.006	228874	VANDERBILT VRCNX-R CONTROLLER	\$7,364.44
HILL INTERNATIONAL INC	S015907	C14-021/0000020	229070	DESIGN-BUILD OVERSIGHT SERVICE	\$642.50
NON-DEPARTMENTAL TOTAL ****					\$8,006.94
FIRE STATION 74 CONSTRUCTION Total ***					\$8,006.94
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
AMERICAN ROCK PRODUCTS INC		246893 REBILL	228861	PRSSR SAND-DIF ORIG INV/CNTRCT	\$17.62
		247227 REBILL		SAND-DIF ORIG INV/CNTRCT	\$9.39
BEAVER BARK & ROCK		706270	228867	GRAVEL	\$71.63
DESERT GREEN TURF INC	P055916	7217	228891	PURCHASE SOD FOR 5TH FIELD AT	\$9,231.00
DESIGN WEST ARCHITECTS	P054913	C19-15/PYMT 10	229042	MOD. 3- ADDITIONAL SERVICES	\$3,210.00
	P054913			MOD. #2-ADDITIONAL SERVICES TO	\$6,500.00
	P054913			MOD. 1- ADDITIONAL SERVICES FO	\$1,330.00
EAGLE PRINTING & GRAPHIC DESIGN INC		42009	229043	PRINTING-PARKING PERMITS	\$106.75
EWING IRRIGATION PRODUCTS INC		505191	228895	STAKING FLAGS/10" GREEN BOX	\$47.55
		511793	229050	18" GREEN BOX	\$1,546.53
		540732	228895	PVC PIPE/BUSHING/NIPPLE	\$409.74
		562009		PVC/BUSHING/CEMENT/NOZZLE/TEE	\$486.84
		586441	229050	18" GREEN BOXES	\$927.91
		586442		18" GREEN BOX	\$309.30
FAMILY FARMS DBA	P055706	C15-126/PYMT 1	228897	City Shops Curb and Gutter	\$14,851.60
HARRINGTON'S TROPHIES		74628	229064	PARK BENCH ENGRAVING	\$9.77
		74741		ENGRAVING	\$19.55
INLAND ASPHALT CO		32-2180411	228909	ASPHALT FOR NEW PARKING LOT	\$6,403.34
		32-2183609	229071	ASPHALT FOR SHOPS PARKING LOT	\$5,956.68
RICHLAND ACE HARDWARE		48507	228931	MARKING PAINT/ELBOW	\$53.59
RODDA PAINT CO		65041644	229125	PARKING LOT PAINT	\$62.45
PARKS & REC PROJECTS TOTAL ****					\$51,561.24



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PARK PROJECT CONSTRUCTION Total ***					\$51,561.24
FUND 399	REATA ROAD LID 197				
Division:	430	CAPITAL PROJECTS			
GOODMAN & MEHLENBACHER ENTERPRISES INC	P055759	212-15/PMT 1	228972	REATA RD AREA WATER & SEWER LI	\$126,190.05
	P055759			REATA RD AREA WATER & SEWER LI	\$150,578.95
CAPITAL PROJECTS TOTAL ****					\$276,769.00
REATA ROAD LID 197 Total ***					\$276,769.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P055625	2976510-03	229000	FUSE, S&C, SM4 125E AMP 14.4KV	\$1,883.67
	P055625			FUSELINK,65K,REMOVEABLE HEAD	\$472.41
	P055625			FUSELINK,6K,REMOVEABLE HEAD	\$447.43
	P055625			FUSELINK,40K,REMOVEABLE HEAD	\$306.80
	P055625			FUSELINK O3, STANDARD SPEED,	\$279.65
	P055625			FUSELINK,80K,REMOVEABLE HEAD	\$218.29
	P055625			FUSELINK,100K,REMOVEABLE HEAD	\$109.14
	P055625			FUSELINK,50K,REMOVEABLE HEAD	\$66.79
	P055625			FUSE, S&C, SM4 100E AMP 14.4KV	\$1,883.67
	P055625			FUSE, S&C, SM4 150E AMP	\$1,883.67
	P055625			FUSE, S&C, SM4 40E AMP 14.4KV	\$1,883.67
	S016545	3000616-00	228862	METER, JUMPER, EKSTROM	\$211.23
CHEMSEARCH	P055859	2091339	228880	ADJUST FOR TAX	(\$0.01)
	P055859			CLEANER DEGREASER & CONTACT	\$280.97
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P055609	3627-551693/27092	228887	COUPLING,PVC,3"x 12",SPLIT,	\$55.28
	P055609			TAX ADJUSTMENT	(\$0.01)
ESSEX GROUP INC	P055858	4122891	228894	LUBRICANT, SILICONE, DOW #4	\$850.79
	P055858			ADJUST FOR TAX	\$0.01
GENERAL PACIFIC INC	P055624	1245915	229062	XFMR,PAD,3-PH 750 KVA 480Y/277	\$44,250.16
	P055624	1246317		XFMR,PAD,3-PH 112 KVA 480Y/277	\$23,944.13
	P055624	1246449		XFMR,PAD,3-PH 750 KVA 480Y/277	\$14,750.05
REXEL INC DBA	P055824	H906760	228929	CONDUCTOR, CU, 4/0 19 STR BARE	\$3,600.09
	P055824			CONDUCTOR, CU SD, #6 SOL BARE,	\$777.23
	P055824	H908332	229120	CABLE, CU, GRD 1/0 STR, CLEAR	\$1,478.70
	P055824			FREIGHT CHARGES FOR 1/0 MEDIUM	\$124.89
	P055824	H908378		CONDUCTOR, CU MHD 1/0 STR BARE	\$781.92
STONEWAY ELECTRIC SUPPLY	P055465	S101304884.003	228937	CORD BODY STRAIGHT, 15A 125V,	\$81.45
WESCO DISTRIBUTION INC	P055591	651290	228959	CUTOUT/ARRESTER BRACKET 15"L	\$601.80
	P055915	654573	229158	GUY GUARD PLASTIC, YELLOW,	\$389.33



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 501 BUSINESS SERVICES					TOTAL **** \$101,613.20
ARBAUGH & ASSOCIATES INC		1485	229001	ARBAUGH CONTRACT FEES-OCT'15	\$840.00
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$530.58
FETROW, KIMBERLY DBA		998	228898	RES PHOTOS/PRINTS	\$917.67
KELLEY'S TELE-COMMUNICATIONS INC	P054840	022411012015	229081	AFTER HOURS EMERGENCY CALL SER	\$218.50
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$12.07
UNITED PARCEL SERVICE	S016619	000986641465	229144	GROUND PKG TO VIVAX-METROTECH	\$33.10
	S016619			WEIGHT CORRECTION FOR PKG TO	\$3.86
WIRELESS MARKETING ENTERPRISES LLC	P055881	21722	229163	SHIPPING FEE: UPS GROUND	\$22.51
XEROX CORPORATION		082046982	229165	W7845 BASE CHRG/PRINTS-OCT	\$306.79
		82046983		W7855 BASE CHRG/PRINTS-OCT	\$307.57
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$52.15
				PHONE CHARGES 10/23-11/22/15	\$114.87
				PHONE CHARGES 10/23-11/22/15	\$99.17
				PHONE CHARGES 10/23-11/22/15	\$52.79
				PHONE CHARGES 10/23-11/22/15	\$120.10
BUSINESS SERVICES TOTAL ****					\$3,631.73
Division: 502 ELECTRICAL ENGINEERING					
ABADAN INC		CNIN107317	228858	XEROX 6605 MAINT 10/23-11/22	\$23.33
REGIONAL EDUCATION & TRAINING CENTER (RETC)		009	228928	PROJECT MANAGEMENT COURSE	\$4,350.00
RICHLAND ACE HARDWARE		48307	228931	PUSH BROOM	\$20.62
WA STATE DEPT OF TRANSPORTATION		RE45JE5520L015	229151	PLANS REVIEW/INSPECTION	\$135.94
WATER SOLUTIONS INC	P054903	12123	228958	DCS (703) BDLG WATER UNIT RENT	\$13.59
ELECTRICAL ENGINEERING TOTAL ****					\$4,543.48
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC		251874	228999	5/8" MINUS TOP	\$32.59
		252409		5/8" MINUS TOP	\$32.68
BEAVER BARK & ROCK		710465	229004	LAVA ROCK LG#9	\$25.51
		710473		LAVA ROCK MED#10	\$25.51
BENTON PUD	P054851	10/15-4419818251	229007	SAFETY TRAINING 2015	\$2,764.00
BOYD'S TREE SERVICE LLC	P054715	4240	229011	TREE PRUNING SERVICE FROM JANU	\$7,267.88
	P054715	4254		TREE PRUNING SERVICE FROM JANU	\$7,267.88
	P054715	4269		TREE PRUNING SERVICE FROM JANU	\$7,267.88
	P054715	4273		TREE PRUNING SERVICE FROM JANU	\$7,267.88
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$2,516.59
				CITY UTILITY BILLS/OCT 2015	\$197.49
		10/2015-1901	229024	#1901 DROP BOX DISP/HAULING	\$950.52
		10/2015-28		#28 RHLD COMM TONS-LANDFILL	\$105.06



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA RIGGING CORP		27232	229030	WIRE ROPE SLING REPAIR	\$39.64
CULBERT CONSTRUCTION INC	P055330	C104-15/PYMT 4	228889	C/O #3A ADDITIONAL CONDUIT CRO	\$1,748.03
	P055330			C/O #5 OVERAGE OF SCH D CONTRA	\$8,314.87
	P055330			STEVENS DRIVE EXTENSION - ENER	\$1,801.09
	P055330			STEVENS DRIVE EXTENSION -	\$3,549.11
EFC EQUIPMENT LLC		4774	229047	CHAINSAW MAINT	\$89.57
L&M TRUCK SALES INC		52796	229085	BUCKET RENTAL	\$3,136.32
PARADISE BOTTLED WATER CO		10/15 POWEROPS	229105	BOTTLED WATER	\$38.60
REGIONAL EDUCATION & TRAINING CENTER (RETC)		009	228928	PROJECT MANAGEMENT COURSE	\$1,450.00
REXEL INC DBA	P055824	H931977	228929	CREDIT FOR RETURN OF SHEAVE FR	(\$420.13)
SAGEBRUSH CONCRETE SAWING & DRILLING INC	P055823	T015-010-027	228933	CONCRETE CUTTING FOR 604 WILLI	\$1,001.64
SOMES, SAM		102215 SOMES	228936	DOT PHYSICAL REIMB	\$76.00
STUDDARD, DOUG		101915 STUDDARD	228939	CDL RENEWAL REIMB	\$102.00
WASTE MANAGEMENT		0093474-1819-7	229154	POL SRVC-1032 UNIVERSITY DR	\$108.73
POWER OPERATIONS TOTAL ****					\$56,756.94
Division:	504	SYSTEMS DIVISION			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$1,496.07
CONNELL OIL INC	P055864	0130014-IN	229033	55 GAL DRUMS OF INHIBITED 76	\$5,643.89
REGIONAL EDUCATION & TRAINING CENTER (RETC)		009	228928	PROJECT MANAGEMENT COURSE	\$1,450.00
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5100190	229145	UTILITIES LOCATE SERVICE FOR	\$187.70
WEIDMANN ELECTRICAL TECHNOLOGY INC		5900113135	229157	CROSSWATER XFMR	\$70.00
SYSTEMS DIVISION TOTAL ****					\$8,847.66
Division:	505	ENERGY POLICY MGMT			
CITY OF RICHLAND		291680	229025	1611 MARSHALL-REBATE-HP	\$1,000.00
		319400		503 NEWCOMER ST-REBATE-HP	\$1,000.00
		362080		1904 DAVISON-REBATE-HP	\$1,000.00
		802200		295 ADAIR-REBATE-WIN	\$2,100.00
		870140 ADD ON		332 RIVERWOOD-REBATE-HP	\$1,000.00
CONAGRA FOODS LAMB WESTON INC		11128-FY2016-0006	229032	2013 SAINT-REBATE-CUSTOM PROJ	\$18,862.50
DAYCO HEATING & AIR		40505	229037	148 HILLVIEW DR-REBATE-HP	\$1,000.00
	P055553	43058		EE LOAN: C BARTON, 1611	\$11,156.48
DELTA HEATING & COOLING INC	P055494	23651	229038	EE LOAN: T GAMMON, 332 RIVERWO	\$6,624.60
		23733		608 THE PARKWAY-REBATE-HP	\$400.00
	P055795	23821		EE LOAN: G BOONE, 503 NEWCOMER	\$7,493.40
		23829		618 SAINT-REBATE-HP	\$1,000.00
	P055899	23877		EE LOAN: M BOONE, 1904 DAVISON	\$6,586.59
		23888		609 LINDA CT-REBATE-HP	\$1,000.00
EDGEMON, SANDI		15-462 EDGEMON	229044	15-462 PPC-MTGS-EDGEMON-110415	\$199.05
EES CONSULTING	P055329	31902	229046	POWER RESOURCE PLANNING CONSUL	\$1,480.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EFFICIENCY SOLUTIONS LLC	P054728	10-15	229048	COMMERCIAL ENERGY EFFICIENCY	\$2,280.94
HENNINGSSEN COLD STORAGE CO		11128-FY2016-0005	229068	2025 SAINT-REBATE-CUSTOM PROJ	\$9,831.56
JACOBS & RHODES INC		35515	229074	102 BREMMER-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		55009	229090	1312 HUNT-REBATE-HP	\$800.00
PERFECTION GLASS		9939642612	229108	938 SIRRON-REBATE-WINDOWS	\$384.00
		9939644472		2349 EASTON-REBATE-WINDOWS	\$282.00
		9939644727		938 SIRRON-REBATE-WINDOWS	\$1,104.00
		9939644757		109 PEACHTREE-REBATE-WINDOWS	\$72.00
		9939644759		206 COTTONWOOD-REBATE-WINDOWS	\$70.02
PRINT PLUS/PSS RUBBER STAMPS		6011	229111	ES RECEIVED STAMP	\$50.34
PROLIGHT LED LLC-ATTN: RICK ALLEN		11128-FY2016-0003	228926	43 COL PT-COMM LIGHTING-REBATE	\$1,010.10
TOTAL ENERGY MANAGEMENT INC		54227WWR	229138	58 PARK-REBATE-PTCS	\$250.00
TRANS UNION LLC		10502701	229139	CREDIT REPORT-JOHNSON/LEMKE	\$38.71
TRI-CITIES LICENSING		11128-FY2016-0002	228945	1385 GW WAY-COMM LIGHTING-REBA	\$2,468.00
WATER SOLUTIONS INC	P054903	12123	228958	DCS (703) BDLG WATER UNIT RENT	\$17.38
ENERGY POLICY MGMT TOTAL ****					\$81,561.67
Division:	506	TECHNICAL SERVICES			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$1,206.07
WIRELESS MARKETING ENTERPRISES LLC	P055881	21722	229163	SAFETY VEST ELECTRICIANS FR OR	\$64.33
	P055881			SAFETY VEST ELECTRICIANS FR OR	\$141.52
	P055881			TOTAL WHOLESALE DISCOUNT	(\$24.12)
	P055881			SAFETY VEST ELECTRICIANS FR OR	\$212.28
	P055881			SAFETY VEST ELECTRICIANS FR OR	\$64.33
TECHNICAL SERVICES TOTAL ****					\$1,664.41
ELECTRIC UTILITY FUND Total ***					\$258,619.09
FUND	402	WATER UTILITY FUND			
Division:	000				
BLACKLINE INC		15-01020	228873	REFUND HYDRANT METER #339	\$750.00
				REFUND HYDRANT METER #339	(\$30.00)
MOUNTAIN STATES CONSTRUCTION		15-01376	228920	REFUND HYDRANT METER #346	\$750.00
				REFUND HYDRANT METER #346	(\$30.00)
				REFUND HYDRANT METER #346	(\$8.55)
SIEFKEN & SONS CONSTRUCTION INC		15-01659	228934	REFUND HYDRANT METER #372	(\$23.75)
				REFUND HYDRANT METER #372	\$750.00
				REFUND HYDRANT METER #372	(\$30.00)
UNASSIGNED TOTAL ****					\$2,127.70
Division:	410	WATER CAPITAL PROJECTS			
CULBERT CONSTRUCTION INC	P055330	C104-15/PYMT 4	228889	STEVENS DRIVE EXTENSION - WATE	\$2,156.53
	P055330			C/O #1 WATER VALVE EXTENSION &	\$4,314.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HERTZ EQUIPMENT RENTAL CORP		28334433-001	229069	HOIST RENTAL	\$97.74
REESE CONCRETE PRODUCTS MFG		55500	228927	DRY WELL-WTP	\$1,911.36
REXEL INC DBA		H939925	228929	FIBER-HR INTAKE	\$206.86
TRI CITY TITLE & ESCROW		1517911	229142	TITLE SEARCH-NEW WTR SRC	\$217.20
WATER CAPITAL PROJECTS TOTAL ****					\$8,903.69
Division: 411	WATER ADMINISTRATION				
ARBAUGH & ASSOCIATES INC		1485	229001	ARBAUGH CONTRACT FEES-OCT'15	\$540.00
CITY OF KENNEWICK	P055922	011964	228881	REGIONAL WATER FORECAST CONSRV	\$4,797.32
WATER ADMINISTRATION TOTAL ****					\$5,337.32
Division: 412	WATER OPERATIONS				
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$57,651.50
				CITY UTILITY BILLS/OCT 2015	\$210.00
LAB/COR INC		150880-2083	228913	WATER SAMPLES	\$900.00
OXARC INC		5652TPS	229104	CHLORINE	\$971.61
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$3.62
STONEWAY ELECTRIC SUPPLY		S101378397.001	228937	UPS-WTP INTAKE	\$17.33
VERIZON WIRELESS		9754184607	228948	WTP SCADA LINE 9/20-10/19	\$25.61
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$60.09
WATER OPERATIONS TOTAL ****					\$59,839.76
Division: 413	WATER MAINTENANCE				
CENTRAL HOSE & FITTINGS INC		422648	229016	6" NIPPLE/CLAMP/UV PARTS	\$148.64
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$504.33
				CITY UTILITY BILLS/OCT 2015	\$591.97
				CITY UTILITY BILLS/OCT 2015	\$65.19
				CITY UTILITY BILLS/OCT 2015	\$391.18
				CITY UTILITY BILLS/OCT 2015	\$1,296.53
				CITY UTILITY BILLS/OCT 2015	\$1,986.03
				CITY UTILITY BILLS/OCT 2015	\$15,465.83
				CITY UTILITY BILLS/OCT 2015	\$847.51
		10/2015-26	228883	#26 LANDFILL FEES	\$227.25
GRAINGER	S016605	9870023034	228903	REPLACEMENT SENSOR ITEM #5ZXG5	\$279.54
	S016605	9875147135		PLEATED FILTER ITEM #2W239	\$88.42
	S016605	9880025433		BATTERY PACK ITEM #6VEE3	\$322.55
	S016605	9880227419		ROTARY HAMMER ITEM #30RV90	\$768.89
RICHLAND ACE HARDWARE		48706	229121	SOCKET	\$6.51
STEEBER'S LOCK SERVICE		3405	229134	DUP KEYS-HR INTAKE/FIBER BOX	\$13.49
STONEWAY ELECTRIC SUPPLY		S101324545.001	228937	LIGHTS-HIGH SVC ROOM	\$69.18
		S101325437.001		LIGHT-HIGH SVC ROOM WTP	\$52.23
		S101392430.001		LIGHT-INTAKE	\$18.90
		S101427515.001	229135	CONDUIT-HR INTAKE	\$27.07



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TRI CITIES BATTERY & AUTO REPAIR		107547	229141	BATTERY-WTP MAINT SHOP LIGHT	\$12.07
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5100190	229145	UTILITIES LOCATE SERVICE FOR	\$31.28
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$18.95
WATER MAINTENANCE TOTAL ****					\$23,233.54
WATER UTILITY FUND Total ***					\$99,442.01
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
CUES INC	P055873	444597	228888	GRANITE ANNUAL MAINTENANCE, PE	\$1,500.00
WA STATE DEPARTMENT OF ECOLOGY	P055809	L1000013-PYMT 8	229150	WWTF AERATINO BASIN 2 MODS - L	\$19,049.74
	P055809			WWTF AERATINO BASIN 2 MODS - L	\$32,313.28
UNASSIGNED TOTAL ****					\$52,863.02
Division:	422 SEWER OPERATIONS				
ALS GROUP USA CORP DBA	P055710	51-317703-0	228998	WATER: OIL & GREASE TOTAL HEM	\$200.00
	P055710			WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055710			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055710			WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055710			WATER: 1631E TOTAL MERCURY	\$60.00
	P055710			WATER: 624 VOLATILE ORGANIC CO	\$400.00
	P055710			AREVA 9/15/15 SAMPLING EVENT-	\$60.00
	P055710			WATER: 420.1 PHENOLICS	\$45.00
	P055710			WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055710			WATER: 200.7 METALS BY ICP-AES	\$30.00
	P055710			WATER: 300.0 FLOURIDE	\$20.00
BYKONEN, JOHN		110415	229012	SAFETY/UNITED WAY MTG-SNACK	\$29.72
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$18,278.68
		10/2015-25	229024	#25 BIOSOLIDS LANDFILL FEES	\$3,059.63
ENDRESS HAUSER INC	P055874	6001767752	229049	FREIGHT	\$10.73
	P055874			MAINTENANCE KIT, CCS120 MODEL	\$1,141.13
HATKE, STEVEN L		15-338 HATKE	229065	15-338 PNCWA CONF/EXHIBITION	\$39.00
KAMAN INDUSTRIAL TECHNOLOGIES		B781390	229080	CREDIT-FREIGHT CHARGES	(\$11.03)
		Q947977		WWTF INF BLDG-COUPERS	\$116.82
KUBWATER RESOURCES INC	P055885	05237	229084	ZETAG 8819 POLYMER	\$2,821.91
	P055885			SALES TAX @ 8.6%	\$242.69
	P055885			PRICE ADJUSTMENT	\$0.01
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$2.54
UNITED PARCEL SERVICE	S016610	000986641455	228946	2 NEXT DAY AIR PKGS TO ALS FOR	\$125.16
	S016610			ADDITIONAL HANDLING FOR PKG TO	\$9.00
XEROX CORPORATION		082046957	228962	W7845PT BASE CHR/PRINTS-OCT	\$227.34
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$97.25



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEWER OPERATIONS TOTAL ****					\$27,550.58
Division:	423	SEWER MAINTENANCE			
CH2O INC		238637	229017	BOILER TESTING-OCT'15 BW LABOR	\$64.49
CUES INC	P055873	444597	228888	GRANITE ANNUAL MAINTENANCE, PE	\$300.00
HD SUPPLY WATERWORKS LTD		E649600	229067	DUPORTAIL LS-VALVE/GASKET	\$1,332.95
OWEN EQUIPMENT COMPANY	P055774	00169971	229103	FREIGHT	\$40.49
	P055774			IDLER GEAR PIN 6 X 16, PART	\$21.72
	P055774			TAX ADJUSTMENT	(\$0.01)
	P055733	00169978		PARTS FOR TV TRUCK #3269:	\$359.14
	P055733			FREIGHT	\$22.70
	P055733			TAX ADJUSTMENT	(\$0.01)
RICHLAND ACE HARDWARE		48447	229121	WWTF STEP SCREENS-PIP INSUL	\$37.92
		48711		WATERFRONT LT-CPR TB/UNION	\$23.87
		48712		CREDIT-CASHIER ERROR	(\$23.87)
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5100190	229145	UTILITIES LOCATE SERVICE FOR	\$31.28
VERIZON WIRELESS		9754184606	228947	WWTP SCADA LINE 9/20-10/19	\$105.63
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$1.39
SEWER MAINTENANCE TOTAL ****					\$2,317.69
WASTEWATER UTILITY FUND Total ***					\$82,731.29
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
PAUL DAVIS RESTORATION		11654	229107	REFUND CREDIT BALANCE-LANDFILL	\$45.00
UNASSIGNED TOTAL ****					\$45.00
Division:	432	SOLID WASTE COLLECTION			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$195.58
CLAYTON WARD COMPANY	P054911	8049002	228884	2015 DROP BOX RECYCLING SERVIC	\$7,000.00
		8049020	229026	CURBSIDE RECYCLING-OCTOBER	\$4,219.65
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$31.14
RULE STEEL TANKS INC	S016503	0021507-IN	229128	FREIGHT	\$1,900.00
	S016503			FRONT LOADER CATAINER 6 CU YD	\$15,560.00
VERIZON WIRELESS		9754226054	228949	ROUTEWARE DATA 10/20-11/19	\$640.18
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$20.54
SOLID WASTE COLLECTION TOTAL ****					\$29,567.09
Division:	433	SOLID WASTE DISPOSAL			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$1,235.72
FAIRBANKS SCALES INC		1244643	228896	ANNUAL SCALE MAINT/TESTING	\$1,381.97
FOLLETT, LYNNE		OCT 2015	229057	MILEAGE REIMBURSEMENT-DEPOSITS	\$48.30
MITCHELL, FRANK			229095	MILEAGE REIMBURSEMENT-DEPOSITS	\$36.23
PARADISE BOTTLED WATER CO		10/15-LANDFILL	228924	BOTTLED WATER-OCTOBER	\$78.12



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WASTE MANAGEMENT		0093473-1819-9	228957	POL SERVICE-LANDFILL-OCT	\$126.59
XEROX CORPORATION		082046958	228962	W7225 BASE CHRG/PRINTS-OCT	\$225.13
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$42.02
SOLID WASTE DISPOSAL TOTAL ****					\$3,174.08
SOLID WASTE UTILITY FUND Total ***					\$32,786.17
FUND 405	STORMWATER UTILITY FUND				
Division:	000				
CUES INC	P055873	444597	228888	GRANITE ANNUAL MAINTENANCE, PE	\$1,500.00
UNASSIGNED TOTAL ****					\$1,500.00
Division:	440	STORMWATER CAPITAL PROJECTS			
ABADAN INC		ARIN059465	228858	2015 MISC STORM REPAIR PROJ	\$7.06
		ARIN059720	228996	2015 STORM REPAIRS-ADAIR	\$122.99
BIG D'S CONSTRUCTION OF TRI CITIES LLC	P054276	C140-14/RETAINAGE	229009	C/O #1 ADDITIONAL ASPHALT PATC	\$5,628.81
	P054276			BRANTINGHAM/WESTCLIFFE STORM	\$4,565.04
CITY OF PASCO		W110215	229021	SW OUTREACH-BF FAIR SUPPLIES	\$1,387.50
STONEWAY ELECTRIC SUPPLY		S101421162.001	228937	CARRIAGE LS-RED CU WIRE	\$29.26
		S101421250.001		CARRIAGE LS-ILSCO PBTS INSUL	\$70.81
		S101422235.001		CARRIAGE LS-WIRE/TAPE/BUSHING	\$65.10
		S101423080.001	229135	CARRIAGE LS-DUCT SEAL COMP	\$23.61
		S101424608.001	228937	CARRIAGE LS-CUSTOM LBL	\$56.97
STORMWATER CAPITAL PROJECTS TOTAL ****					\$11,957.15
Division:	441	STORMWATER			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$296.03
CUES INC	P055873	444597	228888	GRANITE ANNUAL MAINTENANCE, PE	\$300.00
STORMWATER TOTAL ****					\$596.03
STORMWATER UTILITY FUND Total ***					\$14,053.18
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$652.18
LIFE ASSIST INC		723080	229089	MERET RECOVER O2 BAG	\$181.67
		724058		DEXTROSE	\$241.60
		724063		GLUCAGEN/EPI/IPRATROPIUM	\$281.57
		724737		NITROSTAT/ADENOSINE/AMIDATE	\$210.70
		725095		AMIDATE	\$39.20
		725481		DEXTROSE	\$68.70
		727947		DEXTROSE	\$120.80
		727948		DEXTROSE	\$120.80
		728103		RACEPINEPHRINE	\$29.00



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LIFE ASSIST INC		729158	229089	MERET BAG/NALOXONE/DYNAREX	\$203.23
				MERET BAG/NALOXONE/DYNAREX	\$186.77
OXARC INC		0456SPS	229104	OXYGEN CYLINDERS	\$294.92
		2005PPS	228923	MEDICAL OXYGEN	\$45.31
		2221SPS	229104	MEDICAL OXYGEN	\$36.48
		3151UPS		MEDICAL OXYGEN	\$27.65
		3356SPS		OXYGEN CYLINDERS	\$151.32
		4715UPS		CYL LEASE 10/15-10/16	\$304.62
		47350PS	228923	MEDICAL OXYGEN	\$27.65
		6710RPS	229104	OXYGEN CYLINDERS	\$834.10
		CM1082P		CREDIT-OXYGEN CYLINDERS	(\$34.71)
		R369123	228923	MEDICAL OXYGEN	\$50.50
		R3751711	229104	SMALL CYLINDER LEASE	\$52.06
PARADISE BOTTLED WATER CO		10/15-FIRE ST 71	228924	BOTTLED WATER-OCTOBER	\$27.95
		10/15-FIRE ST 72		BOTTLED WATER-OCTOBER	\$24.90
		10/15-FIRE ST 73		BOTTLED WATER-OCTOBER	\$18.80
		10/15-FIRE ST 74		BOTTLED WATER-OCTOBER	\$18.80
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$54.54
RICHLAND ACE HARDWARE		48564	229121	O2 BOTTLE RACK CLAMP	\$7.78
RICHLAND BELL FURNITURE INC		7389	229122	RECLINERS (5)	\$1,000.00
VERIZON WIRELESS		9754191709	229146	MDT WIRELESS 9/20-10/19/15	\$224.06
AMBULANCE TOTAL ****					\$5,502.95
MEDICAL SERVICES FUND Total ***					\$5,502.95
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$140.41
PARAMOUNT COMMUNICATIONS INC	P055780	31217	229106	Transfer the existing fiber op	\$1,602.94
BROADBAND ADMINISTRATION TOTAL ****					\$1,743.35
BROADBAND FUND Total ***					\$1,743.35
FUND 501	CENTRAL STORES FUND				
Division:	000				
FISHER SCIENTIFIC COMPANY, LLC	P055799	5699182	229056	EAR PLUG, FOAM, NRR31, MOLDEX	\$452.95
INTERLINE BRANDS INC DBA	P055829	350127189	229072	FRAGRANCE, STICK UP MODULE,	\$51.05
NORCO INC	P055842	17128169	229100	FREIGHT	\$10.86
	P055842			VISOR FACE SHIELD CLEAR MOLDED	\$83.40
UNASSIGNED TOTAL ****					\$598.26
CENTRAL STORES FUND Total ***					\$598.26



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division: 214	EQUIPMENT MAINTENANCE				
ALA CART GOLF CARTS LLC		2014-8600	228997	HEADLIGHT VEH 6561 WO 40615	\$479.33
ASE		ORD-1122378-G6HKF	229002	ASE TRAINING-KIMBELL	\$106.00
CENTRAL HOSE & FITTINGS INC		423425	229016	FLEXWING VEH 3286 WO 41040	\$78.25
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$3,373.02
CLUSTER FIX LLC		572206	229027	LIGHT TEST VEH 3291 WO 41014	\$48.87
		572207		BENCH TEST VEH 3302 WO 41119	\$48.87
COLEMAN OIL COMPANY		0393925-IN	229028	OFF ROAD DIESEL LANDFILL	\$3,681.55
		CL49635		CARD LOCK FUEL 11/0/01/15	\$260.95
		CL50162		CARD LOCK FUEL 11/2-11/8/15	\$12,993.91
COMMERCIAL TIRE INC		216693	229031	MT/DSMT BUDD VEH 3310 WO 41066	\$428.07
		217142		FLAT REPAIR VEH 3311 WO 41067	\$73.85
		217361	228885	TIRE VEH 2428 WO 41025	\$154.88
CONNELL OIL INC		0131156-IN	229033	LUBE PRODUCT VEH 6459 WO 41041	\$186.79
		C132302-IN	228886	LUBE PRODUCTS	\$1,285.64
		C13314-IN	229033	LUBE PRODUCTS	\$577.55
CORWIN OF PASCO LLC		373522	229034	V-BELT VEH 2420 WO 40976	\$15.89
		373548		SHOP KIT VEH 7200 WO 41023	\$23.97
		373796		WIRE ASS VEH 5043 WO 41076	\$101.61
CUMMINS, INC		009-88553	229035	PRESS SENS VEH 3283 WO 40992	\$470.35
		009-88651		ROD/BEARINGS VEH 3283 WO 41117	\$2,184.99
FAST SIGNS		139-52117	229051	NUMBERS VEH 6594 WO 41034	\$37.50
FASTENAL COMPANY		WARIC53341	229052	EAR PLUG VEH 3315 WO 40609	\$37.29
FASTENERS INC		S4438804.001	229053	GLOVES/BOLTS/DRILL BIT	\$181.11
FINAL TOUCH UPHOLSTERY		27210	229055	BLACK TUBE VEH 3303 WO 40204	\$222.63
		27282		BUCKET SEAT VEH 2411 WO 40626	\$418.11
		27302		FORD STEPS VEH 2399 WO 40696	\$217.20
		27321		FIRE TRUCK VEH 5033 WO 40712	\$814.50
		27359		RECOVER SEAT VEH 3280 WO 40726	\$287.79
		27360		TARP REPAIR VEH 3320 WO 40717	\$162.90
		27416		SEAT REPAIR VEH 5038 WO 40946	\$814.50
		27470	228899	ARM REST RPR VEH 3222 WO 39774	\$223.44
GENUINE AUTO GLASS OF TRI CITIES LLC		510515	229063	WS REPAIR VEH 2412 WO 41035	\$32.58
		609048		WS REPAIR VEH 2341 WO 41045	\$54.30
		609050		WS REPAIR VEH 3282 WO 41046	\$54.30
		609051		WS REPAIR VEH 3320 WO 41047	\$54.30
		609055		WS REPAIR VEH 3225 WO 41048	\$54.30
		609688		WS REPAIR VEH 3234 WO 41049	\$54.30
		609689		WS REPAIR VEH 2375 WO 41050	\$54.30



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GENUINE AUTO GLASS OF TRI CITIES LLC		609690	229063	WS REPAIR VEH 3292 WO 41051	\$54.30
		609691		WS REPAIR VEH 2304 WO 41052	\$54.30
		609931		WS REPAIR VEH 3225 WO 41053	\$32.58
		610277		WS REPAIR VEH 7090 WO 41055	\$141.18
		610279		CREDIT FOR OVERCHARGE	(\$238.92)
		610477	228902	WINDSHIELD VEH 3332 WO 41037	\$190.05
		610479	229063	WS REPAIR VEH 3310 WO 41054	\$54.30
GRAINGER	S016605	9871502887	228903	HYD CYLINDER ITEM #6FCX6	\$206.86
HD INDUSTRIES INC		23422	229066	SWITCH BASE VEH 3247 WO 40872	\$123.45
IRRIGATION SPECIALISTS INC		1163472-01	228911	PVC/CEMENT VEH 3283 WO 40665	\$51.69
	1163473-01		GAUGE LIQUID VEH 3283 WO 40665	\$13.21	
	1163474-01		RETURN PVC VEH 3283 WO 40665	(\$19.27)	
JIM'S PACIFIC GARAGES INC		X100011029	229075	DIM SWITCH VEH 3291 WO 41014	\$42.10
		X100012233		SPLSH GRD VEH 7145 WO 41103	\$23.48
JT AUTOMOTIVE PARTS INC DBA		345824	229076	FILTERS VEH 2389 WO 40977	\$29.66
		345852		HAMMER KIT VEH 5038 WO 40946	\$183.53
		345977		OIL FILTER VEH 2304 WO 40910	\$3.75
		345979		BLADE VEH 2304 WO 40910	\$17.35
		345980		FILTERS VEH 1376 WO 41010	\$15.41
		346001		GASKET SET VEH 3235 WO 40997	\$77.58
		346002		O2 SENSOR VEH 3235 WO 40997	\$128.50
		346009		BRAKE CLNR VEH 7137 WO 41009	\$37.36
		346011		AIR FILTER VEH 7069 WO 40393	\$5.51
		346021		BATTERY/FILTER VEH3267 WO40989	\$328.62
		346027		SUPPORT VEH 4158 WO 41036	\$57.54
		346031		RELAY/BUZZER VEH 3204 WO 41015	\$42.55
		346039		HMMR/CLEANER VEH 3309 WO 40996	\$116.30
		346040		THD LOCK VEH 0072 WO 41013	\$12.26
		346042		FILTERS VEH 7145 WO 40998	\$144.48
		346056		FILTERS VEH 1382 WO 41017	\$24.79
		346066		SERP BELT VEH 2420 WO 40976	\$22.46
		346093		FILTERS VEH 3302 WO 41020	\$15.59
		346106		FILTERS VEH 7200 WO 41023	\$63.55
		346129		WINCH VEH 6000 WO 40213	\$432.23
		346130		SEAL/SILICON VEH 3308 WO 41011	\$55.26
		346134		LAMP VEH 2405 WO 41027	\$83.14
		346136		OIL/AIR FLTR VEH 3268 WO 41028	\$17.00
		346138		BELTS VEH 1107 WO 41029	\$43.95
		346139		MC LAMP VEH 3247 WO 40872	\$4.09
		346141		STROBE BCN VEH 3247 WO 40872	\$156.49
		346180		HAMMER KIT VEH 3247 WO 40872	\$183.53



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		346193	229076	BATTERY VEH 3204 WO 41015	\$621.67
		346199		BRK CLNR/TUN VEH 1107 WO 41029	\$31.27
		346207		BRAKE CLNR VEH 1382 WO 41016	\$28.02
		346231		PAD/ROTOR VEH 3302 WO 41033	\$316.74
		346240		FUEL FILTER VEH 6459 WO 40926	\$15.77
		346241		DISC/PADS VEH 3302 WO 41033	\$196.86
		346242		SWITCH VEH 6561 WO 40615	\$7.43
		346243		HOSE CLAMP VEH 3320 WO 41031	\$66.25
		346246		RTRN FILTERS VEH 6459 WO 40926	(\$17.01)
		346248		RTRN PAD/ROTOR VEH3302 WO41033	(\$279.38)
		346254		BLT/BRK CLNR VEH 6459 WO 41041	\$50.23
		346262		HAMMER KIT VEH 3302 WO 40133	\$203.08
		346283		MIRROR VEH 3247 WO 40872	\$104.43
		346284		GLASS CLNR VEH 3332 WO 41057	\$5.79
		346285		FLASHER VEH 3312 WO 41018	\$13.56
		346289		FUEL FILTER VEH 6459 WO 40926	\$9.71
		346290		STROBE BCN VEH 6561 WO 40615	\$157.58
MCCURLEY CHEVROLET		890256	229092	MOUNT/SEAL VEH 1382 WO 41016	\$312.76
		890305		SENSORS/WIRE VEH 3235 WO 40997	\$205.05
		890380		DEXOS 5W/30W OIL	\$1,453.07
		890408		SEAL/GASKET VEH 3302 WO 41033	\$157.11
MONARCH MACHINE & TOOL CO INC		A180723	229096	STEEL REMS VEH 6000 WO 41024	\$38.62
		B180732		HR FB/CH VEH 6000 WO 40213	\$235.01
NATIONAL FIRE PROTECTION ASSN RMT EQUIPMENT		6542496Y	229099	EVT TEST STUDY GUIDE	\$75.50
		T24777	229124	SOLENOID VEH 7137 WO 40909	\$231.73
		T25423		SPNDL MTR KT VEH 7137 WO 41009	\$917.62
SIX STATES DISTRIBUTORS INC		06 228795	229131	LOCK CABLE VEH 3286 WO 41040	\$22.77
TIM BUSH MOTOR COMPANY DBA		1794	229137	VEHICLE WASHES-OCT	\$166.00
TRANSPORT EQUIPMENT CO INC DBA		PASIN1596002	229140	DEFROST FAN VEH 7141 WO 41116	\$52.46
VERMEER ROCKY MOUNTAIN INC		P14302	229148	SWITCH VEH 6579 WO 41065	\$130.62
WESTERN PETERBILT INC		H248751	229160	VALVE/TREADLE VEH3284 WO40967	\$311.84
WESTERN STATES EQUIPMENT COMPANY		PC110310769	229161	FILTER VEH 7090 WO 40374	\$21.32
		PC110310795		GUARD ASSY VEH 7138 WO 40985	\$3,804.94
		PC110310797		AIR FILTER VEH 7104 WO 40375	\$45.89
		PC110310856		FLTR/ELEMENT VEH 7130 WO 40680	\$104.28
		PC110311100		BLADES VEH 7090 WO 41111	\$79.47
		PC110311101		BLADE VEH 7138 WO 41112	\$74.22
		PC110311102		SPRING VEH 7104 WO 41114	\$48.54
		WO110107038		ELV CH ASSY VEH 7131 WO 41131	\$469.80
		13241	229162	SPRING VEH 3308 WO 41011	\$97.14
		13291		DRIVE GR ASY VEH 3309 WO 40996	\$1,114.69



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SYSTEMS & FABRICATION INC		13311	229162	GEAR ASSY VEH 3309 WO 40996	\$815.89
		13339		SRCING PROX VEH 3310 WO 40550	\$176.05
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$67.54
EQUIPMENT MAINTENANCE TOTAL ****					\$46,143.41
EQUIPMENT MAINTENANCE FUND Total ***					\$46,143.41
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN059625	228996	ASBUILTS	\$11.94
BENTON COUNTY TREASURER		2967	228871	MILARS & SURVEYS	\$10.00
CITY OF RICHLAND		10/2015 OCT	229022	CITY UTILITY BILLS/OCT 2015	\$739.02
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$11.15
WATER SOLUTIONS INC	P054903	12123	228958	DCS (703) BDLG WATER UNIT RENT	\$76.01
XEROX CORPORATION	P054899	082046978	228962	1ST FLOOR XEROX #LX5-690835(ta	\$153.18
	P054899	082046979		BASEMENT XEROX #LX5-692207 (ta	\$68.71
	P054899	082046980		2ND FLOOR XEROX #MX4-343197 (t	\$321.23
XO HOLDINGS LLC DBA		0278285206	228963	PHONE CHARGES 10/23-11/22/15	\$182.73
PW ADMIN & ENGINEERING TOTAL ****					\$1,573.97
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$1,573.97
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
COLUMBIA INDUSTRIES SUPPORT LLC		0028007	229029	ON SITE SHREDDING WO #33670	\$9.86
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$3.88
FIRE PENSION TOTAL ****					\$13.74
FIREMAN'S PENSION Total ***					\$13.74
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
COLUMBIA INDUSTRIES SUPPORT LLC		0028007	229029	ON SITE SHREDDING WO #33670	\$9.86
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$3.88
POLICE PENSION TOTAL ****					\$13.74
POLICEMEN'S PENSION Total ***					\$13.74
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
CITY OF RICHLAND		3708899	229023	BCES UTILITY SRVC 10/1-11/1/15	\$2,498.42
FRONTIER		11/15 5096281472	229058	GENERAL FOR 11/04-12/03/2015	\$79.92
		11/15 5096282608	229060	GENERAL 11/7-12/6/15	\$81.15
		11/15 5097352383	229059	GENERAL 11/7-12/6/15	\$137.61



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HARRINGTON'S TROPHIES		74704	229064	UPDATE DISPATCHER PLAQUES	\$62.03
LANGUAGE LINE SERVICES LLC		3707165	229086	NONEMERGENCY TRANSLATION-OCT	\$256.25
WATER SOLUTIONS INC		12105	228958	WATER FILTRATION 11/7-12/6/15	\$33.67
XEROX CORPORATION		082046973	228962	W7855PT BASE CHRG/PRINTS-OCT	\$111.67
SECOMM OPERATIONS GENERAL TOTAL ****					\$3,260.72
Division:	601	E911 OPERATIONS			
BARBER, JAMES		15-437 BARBER	228864	15-437 MAND ST E911 FALL FORUM	\$621.30
HUSA, E. IVAR		15-500 HUSA	228908	15-500 911 GIS SUBCOMMITTE MTG	\$351.23
LANGUAGE LINE SERVICES LLC		3713662	229086	E911 TRANSLATION-OCT	\$326.90
NETCASTERS INC		51177	228921	ONLINE TRAINING MGMT-NOV 2015	\$220.00
E911 OPERATIONS TOTAL ****					\$1,519.43
SOUTHEAST COMMUNICATIONS CTR Total ***					\$4,780.15
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD		10/15-4843174575	228872	UTILITY SRVCS 9/26-10/26	\$601.71
	P055931	11/15-3423907365	229007	RATTLESNAKE MTN RACK LEASE	\$2,494.38
KLICKITAT COUNTY PUD		11/15-69552623	229083	GOLGATHA UTILITIES 10/06-11/03	\$227.27
800 MHZ TOTAL ****					\$3,323.36
800 MHZ PROJECT Total ***					\$3,323.36
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
BECK, JEREMY		15-475 BECK	228868	15-475 INTRVW PNL FOR WA ST EM	\$112.00
CITY OF RICHLAND		3708899	229023	BCES UTILITY SRVC 10/1-11/1/15	\$555.20
STATE / LOCAL ASSISTANCE TOTAL ****					\$667.20
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CITY OF RICHLAND		3708899	229023	BCES UTILITY SRVC 10/1-11/1/15	\$555.20
WATER SOLUTIONS INC		12105	228958	WATER FILTRATION 11/7-12/6/15	\$33.66
XEROX CORPORATION		082046973	228962	W7855PT BASE CHRG/PRINTS-OCT	\$260.58
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$849.44
Division:	622	DOE EMERGENCY PREPAREDNESS			
CITY OF RICHLAND		3708899	229023	BCES UTILITY SRVC 10/1-11/1/15	\$555.21
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$555.21
Division:	623	JURISIDICITION			
PITNEY BOWES PURCHASE POWER		1031B/14823173	229118	POSTAGE 10/15/15 TO 10/31/15	\$9.40
JURISIDICITION TOTAL ****					\$9.40
EMERGENCY MANAGEMENT Total ***					\$2,081.25



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11299	228984	Customer Refund	\$4.74
		CISPAY11300	228969	Customer Refund	\$11.34
		CISPAY11301	228981	Customer Refund	\$1,832.27
		CISPAY11302	228994	Customer Refund	\$197.95
				Customer Refund	\$128.33
		CISPAY11303	228974	Customer Refund	\$64.50
		CISPAY11304	228978	Customer Refund	\$59.89
		CISPAY11305	228985	Customer Refund	\$1,000.00
		CISPAY11306	228979	Customer Refund	\$9.50
		CISPAY11307	228970	Customer Refund	\$129.94
		CISPAY11308	228971	Customer Refund	\$57.81
		CISPAY11309	228977	Customer Refund	\$84.30
		CISPAY11310	228976	Customer Refund	\$31.94
		CISPAY11311	228986	Customer Refund	\$200.00
		CISPAY11312	228973	Customer Refund	\$55.83
		CISPAY11313	228965	Customer Refund	\$74.06
		CISPAY11314	228967	Customer Refund	\$126.10
		CISPAY11315	228990	Customer Refund	\$93.75
		CISPAY11316	228989	Customer Refund	\$9.26
		CISPAY11317	228991	Customer Refund	\$112.55
		CISPAY11318	228993	Customer Refund	\$100.61
		CISPAY11319	228975	Customer Refund	\$25.34
		CISPAY11320	228982	Customer Refund	\$27.93
		CISPAY11321	228988	Customer Refund	\$108.58
		CISPAY11322	228992	Customer Refund	\$21.84
		CISPAY11323	228983	Customer Refund	\$96.92
		CISPAY11324	228980	Customer Refund	\$77.93
		CISPAY11325	228987	Customer Refund	\$105.54
		CISPAY11326-	228966	Customer Refund	\$69.90
UNASSIGNED TOTAL ****					\$4,918.65
UTILITY BILL CLEARING FUND Total ***					\$4,918.65



City Of Richland

VL-1 Voucher Listing

From: 11/9/2015 To: 11/18/2015

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,468,029.52

Number of Invoices

Amount

Vouchers In Richland	123	\$64,977.28
Vouchers In Tri Cities	135	\$731,564.56
Vouchers In WA	149	\$211,128.23
Vouchers Outside WA	568	\$460,359.45
Vouchers Final Total.....	975	\$1,468,029.52

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$1,723.12	0.12%
3	SUPPLIES	\$74,281.90	5.06%
4	OTHER SERVICES & CHARGES	\$501,040.08	34.13%
5	INTERGOVERNMENTAL SERVICES	\$103,989.21	7.08%
6	CAPITAL PROJECTS	\$546,967.99	37.26%
	MACHINERY & EQUIPMENT	\$17,460.00	1.19%
	REFUNDS	\$4,918.65	0.34%
	INVENTORY PURCHASES	\$217,648.57	14.83%
	Total	\$1,468,029.52	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/01/2015

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 216-15, Funding Recommendations for Hotel-Motel 2016 Awards - Fall Cycle

Department:

Assistant City Manager

Ordinance/Resolution Number:

216-15

Document Type:

Resolution

Recommended Motion:

Approve Resolution No. 216-15, awarding funding for the 2016 Hotel/Motel Lodging Tax Fund -- Fall Cycle as recommended by the Lodging Tax Advisory Committee, and authorizing the City Manager to execute the necessary agreements.

Summary:

The Lodging Tax Advisory Committee (LTAC) recommends Council allocate \$17,000 from the first two percent (2%) lodging tax funding, as described in the 2016 Hotel/Motel Fund - Fall Cycle Worksheet.

The recommended projects are:

1. Tri-Cities Marathon - \$2,000
2. Tri-City Water Follies - \$15,000

Fiscal Impact:

The Fiscal impact is \$17,000 and is included in the 2016 budget.

Attachments:

1. LTAC Minutes 11/16/2015
2. 2016 Worksheet - Fall Cycle
3. Resolution No. 216-15

DRAFT

CITY OF RICHLAND
LODGING TAX ADVISORY COMMITTEE (LTAC)
November 21, 2015 – 9:00 AM
CITY HALL CONFERENCE ROOM

Call to order:

Chair Christensen called the meeting to order at 9:03 a.m.

Attendance:

Council Member Terry Christensen, Gus Sako, and Kim Shugart were present. Jerry Beach and Mark Kerber were absent from the meeting.

Also present was Communications and Marketing Manager Trish Herron.

Approval of Minutes:

KIM SHUGART MOVED AND GUS SAKO SECONDED THE MOTION TO APPROVE THE LTAC MINUTES DATED JULY 21, 2015. THE MOTION CARRIED 3-0.

Budget Overview:

Trish Herron provided an overview of the available funds in the first two percent. There were no requests for the second two percent.

New Business:**1. Deliberation and Allocation for 2016 Funds**

- a. Three Rivers Road Runners – Regional Marketing of the Tri-Cities Marathon**
Requested \$2,000. Recommended to fund \$2,000.

Project: The requested funds would pay for outside the region marketing for the Tri-Cities Marathon.

LTAC Discussion: The LTAC briefly discussed the application.

KIM SHUGART MOVED AND GUS SAKO SECONDED THE MOTION TO APPROVE FUNDING THE EVENT AT THE FULL REQUEST OF \$2,000. THE MOTION CARRIED 3-0.

- b. Tri-City Water Follies Association – Tri-City Water Follies Hydroplane Races and Airshow Regional Promotion.**

Requested \$15,000. Recommended to fund \$15,000.

Project: This request is to help pay for out of market advertising and promotion for the Tri-City Water Follies Hydroplane Races and Airshow.

LTAC Discussion – The LTAC briefly discussed the event.

KIM SHUGART MOVED AND GUS SAKO SECONDED THE MOTION TO APPROVE FUNDING THE EVENT AT THE FULL REQUEST OF \$15,000. THE MOTION CARRIED 3-0.

ADJOURNMENT The meeting adjourned at 9:07 a.m.

2016 HOTEL/MOTEL FUND
November 16, 2015

First 2% Available Funds = \$336,565.00

ORGANIZATION	PROPOSED USE OF MONEY	2015 ALLOCATION	2016 REQUEST	FUNDED	NOT FUNDED	2016 FUNDING RECOMMENDATION
Three Rivers Road Runners	Regional Marketing of Tri-Cities Marathon	\$1,500.00	\$2,000.00	X		\$2,000.00
Tri-City Water Follies	Regional Marketing of Tri-City Water Follies	\$15,000.00	\$15,000.00	X		\$15,000.00
		\$16,500.00	\$17,000.00			\$17,000.00
						Available \$336,565.00
						Remaining \$319,565.00

Second 2% Available Funds = \$485,179.00

ORGANIZATION	PROPOSED USE OF MONEY	2015 ALLOCATION	2016 REQUEST	FUNDED	NOT FUNDED	2016 FUNDING RECOMMENDATION
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There were no requests this cycle.

RESOLUTION NO. 216-15

A RESOLUTION of the City of Richland awarding the distribution of Hotel/Motel Tax Funds.

WHEREAS, pursuant to RCW 67.28.1817, City Council established a reserve funded through a tax on lodging which is to be used to promote or increase tourism; and

WHEREAS, City staff estimates that \$654,488 from the first two percent (2%) of available funds and \$493,179 from the second two percent (2%) of available funds are available for award during the 2016 funding cycle; and

WHEREAS, City staff accepted applications for projects to be considered by the Lodging Tax Advisory Committee and City Council for funding in 2015; and

WHEREAS, at their August 18, 2015 meeting, the Richland City Council approved the positive recommendation to allocate a total of \$325,923 toward projects that were determined eligible; and

WHEREAS, at their November 16, 2015 meeting, the Lodging Tax Advisory Committee provided a positive recommendation to allocate a total of \$17,000 toward projects that are determined eligible, as further described in the 2016 Hotel/Motel Fund Fall Cycle worksheet attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Hotel/Motel Tax Funds available in 2016 shall be made available as provided in the attached project list, and that all related documents necessary to complete the awards shall be signed and executed by the City Manager.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 1st day of December, 2015.

DAVID W. ROSE
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney