



Agenda
City Council Regular Meeting
Tuesday, February 21, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Swearing-In of Richland Police Officer Eduardo Martinez
 - Brigit Clary, Chief of Police
2. Benton Resource Initiative Grant
 - Lori Mattson, Tri-City Regional Chamber of Commerce
3. 2022 Development Services Year in Review
 - Kerwin Jensen, Development Services Director
4. Advanced Metering Infrastructure (AMI) Update
 - Joe Schiessl, Deputy City Manager

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk distribution.

5. Vacation of a Portion of the Windmill Road Right-of-Way
 - Pete Rogalsky, Public Works Director

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

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

6. Approval of the February 7, 2023 City Council Regular Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

Ordinances - Second Reading & Passage:

None.

Resolutions - Adoption:

7. Resolution No. 2023-15, Authorizing a Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with Rowe Holdings LLC for 1531 Tapteal Drive
 - Pete Rogalsky, Public Works Director
8. Resolution No. 2023-20, Authorizing Award of Bid to C&E Trenching, LLC for the Haines Avenue and Goethals Drive Stormwater Quality Retrofit
 - Pete Rogalsky, Public Works Director
9. Resolution No. 2023-21, Authorizing a Consultant Agreement with Fitch & Associates, LLC for a Standards of Cover Study
 - Tom Huntington, Fire Chief
10. Resolution No. 2023-23, Approving the Final Plat of Skyline South
 - Kerwin Jensen, Development Services Director
11. Resolution No. 2023-24, Authorizing Circulation of a Petition for Annexation of 1,643 Acres in the North Horn Rapids Industrial Park
 - Kerwin Jensen, Development Services Director
12. Resolution No. 2023-25, Authorizing a Sixth Amendment to the Consultant Agreement with Shannon & Wilson, Inc. for Wetland Monitoring
 - Kerwin Jensen, Development Services Director
13. Resolution No. 2023-26, Accepting a Request for Annexation of 1.83 Acres (Tucker)
 - Kerwin Jensen, Development Services Director
14. Resolution No. 2023-27, Authorizing Application and Acceptance of Professional Development Grants from the Washington State Library
 - Christopher Nulph, Library Manager
15. Resolution No. 2023-28, Authorizing Application and Acceptance of Online Reading Services Grant from the Washington State Library
 - Christopher Nulph, Library Manager
16. Resolution No. 2023-29, Authorizing a Consultant Agreement with Obsidian Forensics for Behavioral Health Services
 - Brigit Clary, Chief of Police

Items - Approval:

Expenditures - Approval:

17. Expenditures from January 1, 2023 to January 31, 2023 for \$24,058,914.14 including Travel Check Nos. 20254-20260, Accounts Payable Check Nos. 308002-308624, Accounts Payable Wire Nos. 9364-9408, Payroll Wires & ACH Nos. 13150-13198 Payroll Direct Deposit & Check Nos. 202906-203985 and Pension Check Nos. 6366-6390
 - Brandon Allen, Finance Director

Items of Business:

18. Ordinance No. 2023-03, Vacating a Portion of Windmill Road Right-of-Way and Accepting a Dedication Deed for New Windmill Road Right-of-Way
 - Pete Rogalsky, Public Works Director
19. Resolution No. 2023-22, Authorizing Application for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the Federal Emergency Management Agency (FEMA)
 - Tom Huntington, Fire Chief

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Benton Resource Initiative Grant

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Lori Mattson, Tri-City Regional Chamber of Commerce President & CEO, will present on the Benton Resource Initiative (BRI) Grant for small businesses within Benton County. BRI is designed to assist small businesses within Benton County that were negatively affected by COVID-19. BRI offers businesses five (5) grant funding options, each of which falls within the acceptable grant categories outlined by the American Rescue Plan Act (ARPA). Small businesses may be eligible to receive \$3,000 to \$30,000 in grant funds, contingent on qualification requirements.

BRI Grant funds will be administered in three (3) phases, with each phase to be implemented over a three-month period schedule as follows:

- Phase 1 - October 1, 2022
- Phase 2 - February 1, 2023
- Phase 3 - June 1, 2023

Each phase will begin with a total award target of one million dollars (\$1,000,000). Unawarded grant funds from preceding phases will be rolled over into subsequent phases until all of the funds are disbursed. Grants shall be awarded in a tiered fashion, based on the businesses' annual gross revenue.

Fiscal Impact: None.

Attachments:



DEVELOPMENT SERVICES DEPARTMENT

2022 YEAR IN REVIEW





BUILDING DIVISION

2022 YEAR IN REVIEW



CONSTRUCTION ACTIVITY

	<u>2020</u>	<u>2021</u>	<u>2022</u>
SINGLE FAMILY DWELLINGS	386	407	266
BUILDING PERMITS ISSUED	2,275	2,241	1,967
BUILDING PERMITS (VALUATION)	\$269.2 MM	\$246.94 MM	229.23MM
INSPECTIONS	14,168	15,084	12,904
PLAN REVIEWS	1,320	1,803	1,584



2022 SINGLE-FAMILY DWELLINGS

	Richland	West Richland	Kennewick	Pasco
New SFD Permits	266	119	208	236
Median SFD Price	\$430,000	\$509,900	\$396,300	\$399,900
Housing Valuation	\$100.17 MM	\$42.97 MM	\$74.91 MM	\$78.77 MM



Where have we seen an increase in construction activity?

- Multi-family Construction
- Tenant Improvements
- Remodels
- Inspection Time / Education



PLANNING DIVISION

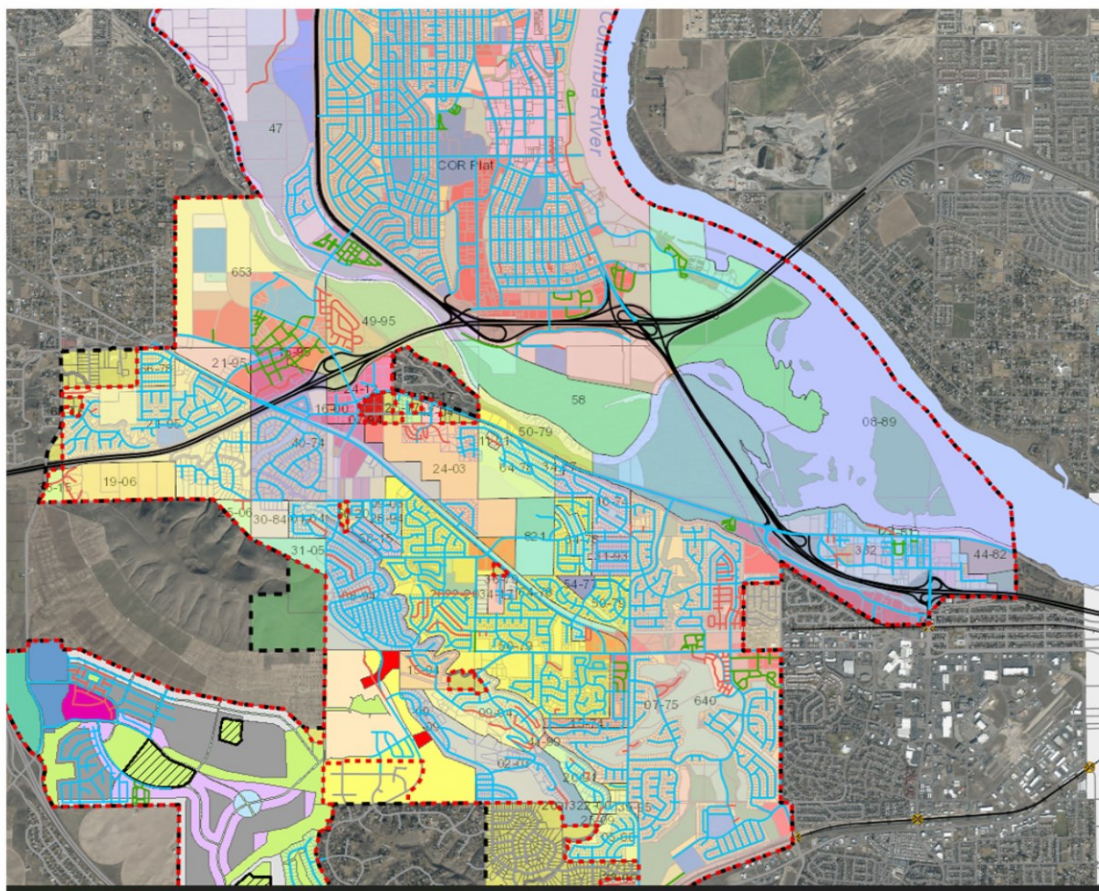
2022 YEAR IN REVIEW

PLANNING – PLAT ACTIVITY



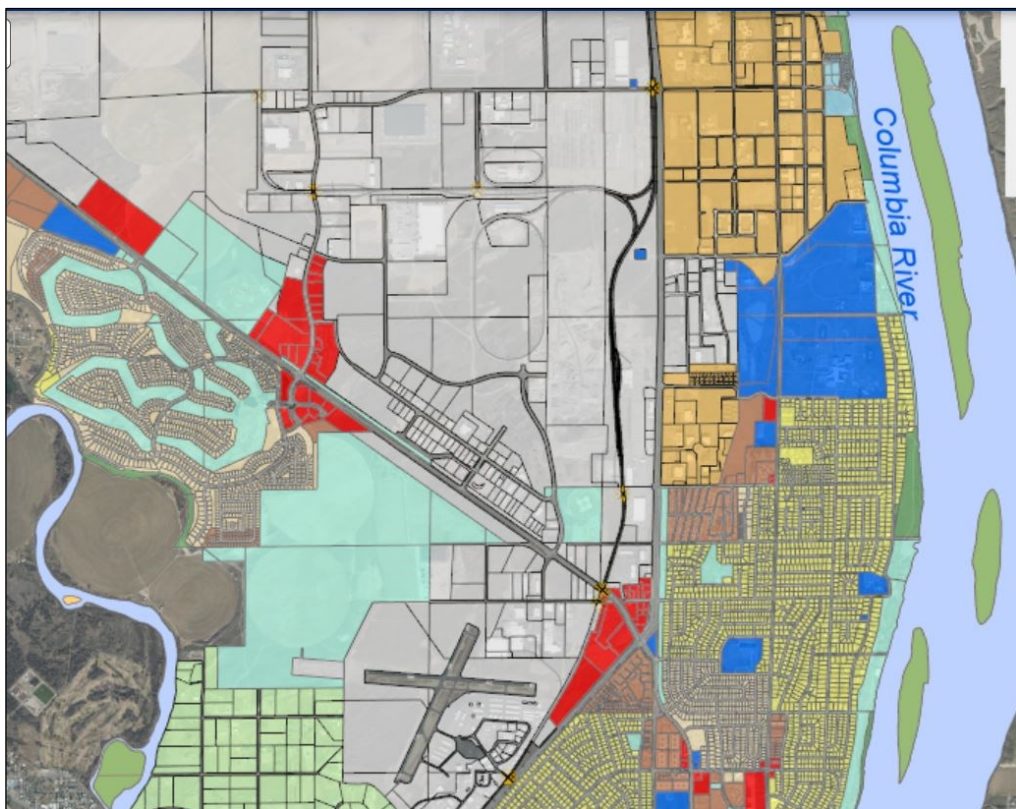
- 4 New Preliminary Plats (188 SF Lots, 13 Commercial Lots)
- 9 Final Plats (130 SF Lots)
- 1 Planned Unit Development (108 SF Lots)
- 10 Short Plats/Binding Site Plans
- 24 Boundary Line Adjustments
- 18 Exempt Segregations

PLANNING – ZONING ACTIVITY



- 2 Annexations
- 6 Rezones
- 5 Variances

PLANNING – OTHER LAND USES



- 5 Sidewalk Use Licenses
- 4 Comp Plan Amendments
- 1 Code Amendment
- 35 SEPA Reviews
- 1 Shoreline Management Plan Update
- 3 Shoreline Substantial Developments
- 12 Shoreline Exemptions
- 2 Floodplain Development Permits



CDBG/HOME

2022 YEAR IN REVIEW



COMMUNITY DEVELOPMENT BLOCK GRANTS

2023 Awarded Amounts

Organization-Activity	Awarded Amount
Arc of Tri-Cities – Therapeutic Recreation Services	\$14,100.00
Senior Life Resources – Meals on Wheels Program	\$15,000.00
Richland Public Works Department-Removal of Architectural Barriers*	\$199,100.00
Elijah Family Homes – renovation of duplex purchased in 2022	\$30,000.00
Domestic Violence Services- shelter improvement and beautification	\$35,000.00



HOME FUNDS

- (HOME-ARP) Action Plan currently being reviewed
- Tenant-Based Rental Assistance implemented through Community Action Connections
- Down Payment Assistance Program
- Owner-Occupied Rehabilitation Program



HOME CONSORTIUM PROJECT (Kennewick/Richland)



ECONOMIC DEVELOPMENT

2022 YEAR IN REVIEW

ECONOMIC DEVELOPMENT PROJECTS

- Henderson Loop Phase II is under construction.
- Clubhouse Lane Phase II in design phase.
- A new 10-year farm lease has been executed.
- Horn Rapids Master Plan update in process.



REDEVELOPMENT

- Notable Downtown Development

- Demolition of former Red Robin for Panda Express.
- Dutch Brothers is open and successful at Wellsian/Stevens.
- 650 GW Way has leased all commercial space on GW Way side.
- Several new businesses throughout The Parkway and downtown.





BUSINESS LICENSE RESERVE FUND

Awards in 2023



- WSU Business Training Programs (Visit TC)
- Small Business Counseling – (SBDC)
- Economic Gardening – (TC Regional Chamber)
- Live @ 5 – (TC Regional Chamber)
- Uptown Art programs, marketing and events
- Commercial Façade Improvement Program
- BID Revitalization Projects
- Parkway benches and garbage refinishing



QUESTIONS?



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the February 7, 2023 City Council Regular Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on February 7, 2023.

Summary:

Draft minutes from the February 7, 2023 City Council regular meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

- I. Draft February 7, 2023 City Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, February 7, 2023

**Richland City Hall ~ Council Chambers
625 Swift Boulevard**

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

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

Welcome and Roll Call

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

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, Lukson, and Whitten were present. Councilmembers Kent and VanDyke were absent.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS KENT AND VANDYKE. MOTION CARRIED 5-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Hester, Police Commander Schwarder and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda

MAYOR PRO TEM RICHARDSON MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Presentations

1. Swearing-In of Richland Police Officer Cooper Shelby

Police Commander Schwarder introduced newly commissioned police officer Shelby and administered the Oath of Office. Following the swearing-in of Officer Shelby, Commander Schwarder introduced Monica Malhan, President of the Richland Police Department Foundation. Ms. Malhan introduced additional Foundation members Brandi Hilmes and

Luke Flohr, then shared details about the Foundation's mission. Ms. Malhan welcomed Officer Shelby to the community.

2. Benton County Recovery Center Update

With the aid of a PowerPoint Presentation, Matt Rasmussen, Benton County Deputy Administrator, provided an update to the Benton-Franklin Health Crisis Recovery Center. In 2022, Benton and Franklin counties each implemented the .1% Chemical Dependency and Mental Health Sales Tax authorized by RCW 82.14.460. Revenues collected from the sales tax must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services. Benton and Franklin County are anticipated to collectively take in \$8 million annually.

Mr. Rasmussen reported on the creation, membership, role, and key priorities of the Benton-Franklin Behavioral Health Advisory Committee. Next, Mr. Rasmussen provided information on efforts to establish a Recovery Center, including the two (2) locations for services, the Recovery Center's vision, providers, services offered, anticipated construction/opening timeline of treatment facilities, and funding sources. Detailed information can be found in the PowerPoint presentation included in the agenda packet.

3. New Hires & Retirements

A video featuring new hires for the month of January was played for the audience. There were no retirements to recognize for the month of January.

Public Hearing

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

4. Amending the 2023-2028 Six-Year Transportation Improvement Program, Resolution No. 2022-11

Mayor Christensen opened and closed the public hearing at 6:32 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

Thomas Brown - 522 Holly St. Richland, WA: Mr. Brown expressed frustration over a water meter reading error and shared that Holly Street is in need of pavement maintenance/repair. Mr. Brown then described communications and interactions with staff regrading both issues.

Roy Keck - 3250 Port of Benton Blvd, Richland, WA: Mr. Keck, Port of Benton Vice-President, announced that the Port of Benton has entered into a Short-Term Rail Operator

Agreement with Columbia Rail for rail operations and maintenance.

Consent Calendar

City Clerk Rogers read the Consent Calendar as follows:

Minutes

5. Approval of the January 17, 2023 City Council Regular Meeting Minutes and the January 24, 2023 City Council Workshop Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

6. Ordinance No. 2023-02, Amending Chapter 5.30 of the Richland Municipal Code related to Public Massage Parlors and Public Bathhouses

Resolutions - Adoption

7. Resolution No. 2023-07, Authorizing a Consulting Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Anaerobic Digester Functionality Audit
8. Resolution No. 2023-12, Authorizing Grant Agreements with the Washington State Department of Transportation for the Systemic Stop-Controlled Intersection Improvements Project, and the Systemic Pedestrian Crossing Safety Improvement Project
9. Resolution No. 2023-13, Authorizing an Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Horn Rapids Irrigation Booster Pump Stations Project
10. Resolution No. 2023-14, Authorizing an Amendment to the Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with ABC Wellsian Way, LLC
11. Resolution No. 2023-16, Setting a Meeting to Consider the Proposed Annexation of 1.83 Acres Known as Short Plat 739, Lot 3 (Ryan Tucker)
12. Resolution No. 2023-17, Authorizing a Consulting Agreement with MacKay Sposito, Inc. for the Horn Rapids Master Plan Update
13. Resolution No. 2023-18, Updating Council Assignments for Calendar Year 2023

14. Resolution No. 2022-19, Authorizing a Fourth Amendment to the Professional Services Agreement with Brown & Rio, PLLC for Prosecution Services

Items - Approval

15. Appointment to the Tri-City Regional Hotel-Motel Commission: Yesenia Galvez

MAYOR PRO TEM RICHARDSON MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Items of Business

16. Resolution No. 2023-11, Amending the 2023-2028 Transportation Improvement Program and authorizing Grant Agreements with the Washington State Transportation Improvement Board for the Downtown Connectivity Improvements Project and the Jadwin Avenue Sidewalk Improvements Project

Public Works Director Rogalsky described Resolution No. 2023-11 as a combination of authorization for grant agreements recently awarded to the City and an amendment to the City's 2023-2028 Transportation Improvement Program (TIP).

The Transportation Improvement Board (TIB) recently selected the City to receive \$3,500,000 in Urban Arterial Program grant funds for the Downtown Connectivity Improvements Project and \$225,324 in Active Transportation Program grant funds for the Jadwin Avenue Sidewalk Improvements Project. To fulfill requirements of the TIB, the 2023-2028 TIP, adopted on June 7, 2022, must be amended to include the Jadwin Avenue Sidewalk Improvement Project.

The agreements will add \$3,725,324 in new grant revenue to the City. Matching funds will be paid through funding sources identified in the 2023-2028 Capital Improvement Program (CIP). The Jadwin Avenue Improvements Sidewalk Improvements Project will add sidewalks in the Lewis & Clark Elementary School vicinity which will enhance school walk route safety adjacent to the school.

Councilmember Lukson thanked Public Works Director Rogalsky for including the Jadwin Avenue Sidewalk Improvements Project and spoke of first-hand experience with his son, who attends Lewis & Clark Elementary School. Addition of sidewalk enhancements will benefit students.

Councilmember Whitten inquired if additional sidewalk improvements will be included in the Jadwin Avenue Sidewalks Improvement Project. Mr. Rogalsky replied that sidewalks located east of Jadwin Avenue will be the primary focus of the project.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-11, AMENDING THE 2023-2028

TRANSPORTATION IMPROVEMENT PROGRAM AND AUTHORIZING GRANT AGREEMENTS WITH THE WASHINGTON STATE TRANSPORTATION BOARD FOR THE DOWNTOWN CONNECTIVITY IMPROVEMENTS PROJECT AND THE JADWIN AVENUE SIDEWALK IMPROVEMENTS PROJECT. MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Amundson reminded the City Council that the initial strategic planning session, facilitated by Craig Rapp of RAPP Consulting Group, will take place on February 21, 2023. A Strategic Planning Retreat will be held on Friday, February 24, 2023 from 8:00 a.m. to 5:00 p.m.

City Council

Councilmember Lukson pointed out that, through approval of the consent calendar, City Council authorized grant agreements totaling \$5,104,324 to be used for systemic stop-controlled intersection improvements, systemic pedestrian crossing safety improvement, downtown connectivity improvements, and school-route sidewalk improvements. Councilmember Lukson asked that a reference document be made available to the public that would highlight active and completed pedestrian safety projects.

Councilmember Jones supported Councilmember Lukson's request for a reference document highlighting the City's active and completed pedestrian safety and street maintenance projects.

Councilmember Whitten thanked fellow councilmembers for appointing him to serve on the Richland City Council. Next, Councilmember Whitten thanked Chief of Police Clary and Sgt. Swanson for the opportunity to participate in a recent ride-a-long.

Mayor Pro Tem Richardson shared her observations from five (5) meetings she recently attended:

Confederated Tribes of the Umatilla Indian Reservation (CTUIR): Mayor Pro Tem Richardson announced that she, Councilmember Kent, City Manager Amundson and Deputy City Manager Schiessl met with representatives from the CTUIR to discuss land conveyance. Mayor Pro Tem Richardson spoke highly of the positive relationship between Richland and the CTUIR and credited Mr. Schiessl for his efforts in building that relationship on behalf of the City.

Hanford Area Economic Investment Fund Advisory Committee (HAEIFAC): Mayor Pro Tem Richardson explained the role of HAEIFAC and the grant funds it is responsible for disbursing to encourage the development of local small businesses.

Port of Benton: Mayor Pro Tem Richardson commented favorably about Port of Benton Commissioner Keck's encouraging news relating to Port of Benton rail projects made earlier in the meeting.

Tri-City Development Council (TRIDEC): Mayor Pro Tem Richardson attended the 24th Annual Tri-Cities Regional Economic Outlook & TRIDEC's 60th Annual Luncheon meeting on February 1, 2023 held at the Three Rivers Convention Center. She stated the City of Richland is well-represented by Economic Development Manager Mandy Wallner.

Home Builders Association of Tri-Cities: Mayor Pro Tem Richardson, Public Works Director Rogalsky and Transportation & Development Manager Carlo D'Alessandro attended a meeting with the Home Builders Association of Tri-Cities. Public Works Director Rogalsky was to speak on the City's forthcoming update to traffic impact fees.

Mayor

Mayor Christensen commended staff for its proactive efforts related to pedestrian safety projects and concurred with Councilmember Lukson's suggestion for a reference document that would highlight the status of pedestrian safety projects.

Adjournment

Mayor Christensen adjourned the meeting at 6:52 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-15, Authorizing a Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with Rowe Holdings LLC for 1531 Tapteal Drive

Department/Office
Public Works

Ordinance/Resolution Number:
2023-15

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-15, authorizing the City Manager to sign and execute a property development, right-of-way improvements, and vacation agreement with Rowe Holdings LLC.

Summary:

Pursuant to Chapter 12.08 RMC, Rowe Holdings LLC (the “Developer”) intends to apply for a right-of-way construction permit associated with a building permit application under Title 21 RMC to construct a dentist office (the “Project”) at 1531 Tapteal Drive (the “Project Site”). The Project conforms to the City’s Comprehensive Plan and Zoning code. The Project Site is bordered by Tapteal Drive to the north, Tapteal Loop to the east, Union Pacific Railroad rail right-of-way to the south, and an existing improved building site to the west.

Chapter 12.10 RMC requires street improvements to one or more of the adjacent rights-of-way, including Tapteal Drive and Tapteal Loop. The City’s long-range transportation planning does not require improvements in the Tapteal Loop right-of-way that would necessitate the use of the entire width of the right-of-way adjacent to the Project Site. The Project can be pursued, and the Project Site improved, if additional property is added to the site through the vacation of a portion of Tapteal Loop right-of-way. The City and Developer agree that the public will be best served if certain limited improvements are made to the side slopes within the existing Tapteal Loop right-of-way, and that the Project will correspondingly be best served if a portion of the improved Tapteal Loop right-of-way is vacated by the City and added to the Project Site as directed by state law.

The Developer is willing to make slope protection improvements in the Tapteal Loop right-of-way adjacent to the Project Site conditioned upon and in exchange for the City’s vacation of a ten (10) foot wide strip of the Tapteal Loop right-of-way along the east property line of the Project Site pursuant to Chapter 35.79 RCW. The vacation of municipal right-of-way is a legislative action wholly within the purview of the Richland City Council. Right-of-way vacation can only occur through approval of an ordinance after holding a public hearing. In consideration of the vacation of Tapteal Loop right-of-way by the City prior to completion of such improvements to the Tapteal Loop right-of-way, the Developer and the City desire to enter into an agreement whereby the Developer promises to install and complete slope stabilization improvements within the Tapteal Loop right-of-way.

In consideration of the Project and street improvements, the City will undertake and complete, at its sole expense, certain actions to vacate a portion of the Tapteal Loop right-of-way that is necessary to promote neighboring properties’ use and development and otherwise within the public interest.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-15
2. Draft Property Development, Right-Of-Way Improvements, and Right-Of-Way Vacation Agreement - 1531 Tapteal Ideal Dentistry

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING PROPERTY DEVELOPMENT, RIGHT-OF-WAY IMPROVEMENTS AND RIGHT-OF-WAY VACATION AGREEMENT WITH ROWE WITH ROWE HOLDINGS LLC.

WHEREAS, pursuant to Chapter 12.08 of the Richland Municipal Code (RMC), Rowe Holdings LLC (the “Developer”) intends to apply for a right-of-way construction permit associated with a building permit application under Title 21 RMC to construct a dentist office (the “Project”) at and on 1531 Tapteal Drive (the “Project Site”); and

WHEREAS, the Project conforms to City’s Comprehensive Plan and Zoning code; and

WHEREAS, the Project Site is bordered by Tapteal Drive to the north, Tapteal Loop to the east, Union Pacific Railroad rail right-of-way to the south, and an existing improved building site to the west; and

WHEREAS, Chapter 12.08 RMC requires street improvements to one or more of the adjacent rights-of-way, including Tapteal Drive and Tapteal Loop; and

WHEREAS, the City’s long-range transportation planning does not require improvements in the Tapteal Loop right-of-way that would necessitate the use of the entire width of the right-of-way adjacent to the Project Site; and

WHEREAS, the Project can be pursued, and the Project Site improved, if additional property is added to the site through the vacation of a portion of Tapteal Loop right-of-way; and

WHEREAS, the City and Developer agree that the public will be best served if certain limited improvements are made to the side slopes within the existing Tapteal Loop right-of-way, and that the Project will correspondingly be best served if a portion of the improved Tapteal Loop right-of-way is vacated by the City and added to the Project Site as directed by state law; and

WHEREAS, Developer is willing to make such limited improvements in the Tapteal Loop right-of-way adjacent to the Project Site conditioned upon and in exchange for the City’s vacation of a ten (10) foot wide strip of the Tapteal Loop right-of-way along the east property line of the Project Site pursuant to Chapter 35.79 RCW; and

WHEREAS, the vacation of municipal right-of-way is a legislative action wholly within the purview of the Richland City Council; and

WHEREAS, in consideration of the vacation of Tapteal Loop right-of-way by the City prior to completion of such improvements to the Tapteal Loop right-of-way, Developer and the City desire to enter into an agreement whereby the Developer promises to install and complete slope stabilization improvements within the Tapteal Loop right-of-way; and

WHEREAS, in consideration of the Project and street improvements, the City will undertake and complete, at its sole expense, certain actions to vacate a portion of the Tapteal Loop right-of-way that is necessary to promote neighboring properties' use and development and otherwise within the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Property Development, Right-of-Way Improvements and Right-of-Way Agreement with Rowe Holdings, LLC related to vacation at 1531 Tapteal Loop.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**PROPERTY DEVELOPMENT, RIGHT-OF-WAY
IMPROVEMENTS, AND RIGHT-OF-WAY VACATION AGREEMENT**

RE: 1531 Tapteal Drive

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2023, by and between the **City of Richland**, a Washington municipal corporation (“City”), and **ROWE HOLDINGS LLC** a Washington limited liability company seeking development of a commercial site at 1531 Tapteal Drive (“Developer”). City and Developer are referred to collectively as the “Parties.”

I. RECITALS

WHEREAS, pursuant to Chapter 12.10 of the Richland Municipal Code (RMC), Developer intends to apply for a right-of-way construction permit associated with a building permit application under Title 21 RMC to construct a dentist office (the “Project”) at and on the above-referenced commercial site owned by Developer (the “Project Site”); and

WHEREAS, the Project conforms to City’s Comprehensive Plan and Zoning code; and

WHEREAS, the Project Site is bordered by Tapteal Drive to the north, Tapteal Loop to the east, BNSF rail right-of-way to the south, and an existing improved building site to the west; and

WHEREAS, application of Chapter 12.10 RMC to the Project will require street improvements to one or more of the adjacent rights-of-way, including Tapteal Drive and Tapteal Loop; and

WHEREAS, City’s long-range transportation planning does not require improvements in the Tapteal Loop right-of-way that would necessitate use of the entire width of the right-of-way adjacent to the Project Site; and

WHEREAS, the Project can be pursued and the Project Site improved if additional property is added to the site through the vacation of a portion of Tapteal Loop right-of-way; and

WHEREAS, City and Developer agree that the public will be best served if certain limited improvements are made to the side slopes within the existing Tapteal Loop right-of-way, and that the Project will correspondingly be best served if a portion of the improved Tapteal Loop right-of-way is vacated by the City and added to the Project Site as directed by state law; and

WHEREAS, Developer is willing to make such limited improvements in the Tapteal Loop right-of-way adjacent to the Project Site conditioned upon and in exchange for City’s vacation of a ten (10) foot wide strip of the Tapteal Loop right-of-way along the east property line of the Project Site pursuant to Chapter 35.79 RCW; and

WHEREAS, vacation of municipal right-of-way is a legislative action wholly within the purview of the Richland City Council; and

WHEREAS, in consideration of the vacation of Tapteal Loop right-of-way by City prior to completion of such improvements to the Tapteal Loop right-of-way, Developer and City desire to enter into this Agreement whereby Developer promises to install and complete, at its sole expense (except as otherwise specifically provided herein), slope stabilization improvements within the Tapteal Loop right-of-way described in Section 1.a below (the “ROW Improvements”); and

WHEREAS, in consideration of the Project and ROW Improvements, City will undertake and complete, at its sole expense, or will reimburse Developer for the costs of Developer undertaking and completing, certain actions specified hereinbelow that are in the public interest and necessary to promote neighboring properties’ use and development.

NOW, THEREFORE, based on and in consideration of the foregoing recitals, which are hereby declared as a substantive part of this Agreement, and the other promises and covenants contained herein, Developer and City agree as follows:

II. AGREEMENT

1. DEVELOPER’S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. At its sole expense (except as otherwise specifically provided herein), Developer shall, in compliance with City improvements standards, design, furnish, construct, install and warranty the ROW Improvements detailed and described in “**Schedule A**” attached hereto and incorporated herein by reference (the “ROW Improvement Plans”).
- b. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all ROW Improvements within twelve (12) months from the date on which City has issued all necessary Project permits and other approvals within City’s jurisdiction to Developer (the “Completion Period”).
- c. If the ROW Improvements necessarily require any monumentation, such monumentation shall be installed no later than thirty (30) calendar days after City’s acceptance of all other ROW Improvements pursuant to Section 2. As used herein, “monumentation” shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- d. Except as otherwise provided elsewhere in this Agreement, Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of the ROW Improvements under this Agreement. Any such replacement or repair shall be subject to the reasonable approval of the City Engineer.
- e. Until the ROW Improvements (or specified category thereof) are accepted by City pursuant to Section 2 below, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or

damage to the ROW Improvements prior to their completion and acceptance by City, excluding and except for any liability attributable to an accident, loss or damage caused by the willful acts or negligence of City and/or its officers, agents, and/or employees.

- f. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the ROW Improvements, give all necessary notices, and pay all fees required by the federal, state, county and City, and all taxes required by law.
- g. Not less than fifteen (15) calendar days prior to commencement of work on the ROW Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to coordinate and schedule all necessary inspections. City shall provide reasonably prompt inspection services during the course of construction work consistent with City's regular inspection practice.
- h. Developer will grant City a recorded easement for the stormwater drain pipeline, electrical utility, and slope or any portion thereof within the vacated portion of Tapteal Loop right-of-way.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection of the ROW Improvements by City.
- b. Upon completion of the work on all or any specified category of the ROW Improvements specified in **Schedule A**, Developer may request a final inspection of such improvements by the City Engineer. If the City Engineer determines, based on such inspection, that all or any specified category of the ROW Improvements have been completed in accordance with this Agreement and in compliance with the ROW Improvement Plans and applicable City standards, the City Engineer shall then certify the completion and acceptance of such improvements, whereupon, subject to Developer's warranty obligation under Section 3 below, City shall become responsible for the ordinary and routine maintenance, care, and repair of any such completed and acceptance improvements.
- c. Developer understands and agrees that no occupancy permits for improvements within the Project will be issued by the City of Richland Building Department until the ROW Improvements identified in **Schedule A** are inspected and accepted by the City Engineer in accordance with, and subject to, Section 2.b above.

3. WARRANTY OF ROW IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by City of all of the ROW Improvements specified in **Schedule A** pursuant to Section 2 above ("Warranty Period"), any part of the ROW Improvements furnished, installed or constructed by Developer fails to substantially comply with any requirements of this Agreement, the Revised Code of Washington, Richland Municipal Code, or the ROW Improvement Plans and related specifications, Developer shall, without unreasonable delay and without cost to City,

repair, replace, or reconstruct any defective or otherwise unsatisfactory part(s) of the ROW Improvements (“Warranty Work”). For purposes of clarity, Developer is not responsible for replacing or reconstructing any part(s) of the ROW Improvements that require repair, replacement, or reconstruction due to ordinary weathering conditions and/or ordinary wear and tear from vehicles and traffic passing through and over the ROW Improvements. Any claim by City for Warranty Work (“Warranty Claim”) accruing during the Warranty Period shall be provided by City to Developer in writing within sixty (60) calendar days of the expiration of the Warranty Period, which Warranty Claim shall specifically describe the defective or otherwise unsatisfactory part(s) of the ROW Improvements and specifically describe the requested Warranty Work. City’s failure to timely and duly provide a Warranty Claim to Developer shall constitute a full waiver of the Warranty Claim and fully release Developer from any duty or obligation to perform the Warranty Work.

- b. If Developer disputes any timely and duly provided Warranty Claim or any part(s) thereof (the “Disputed Claim”), Developer shall provide City with written notice of the Disputed Claim within thirty (30) calendar days of Developer’s receipt of the Warranty Claim, which notice shall specifically describe the bases of the Disputed Claim. The Parties shall then proceed to address and resolve the Disputed Claim pursuant to the dispute resolution provisions and process set forth in Section 19 below.
- c. Without waiver or limitation to Developer’s right to dispute a Warranty Claim pursuant to Section 3.b above, if Developer fails to timely and duly provide a Disputed Claim to City and further fails or refuses to perform Warranty Work described in a timely and duly provided Warranty Claim, then City may, at its discretion, perform the Warranty Work and, if Developer’s improvement security does not cover the total cost of Warranty Work, Developer shall reimburse City for any excess costs actually incurred in performing the Warranty Work within thirty (30) calendar days of receiving an invoice for said work.
- d. The security furnished for Developer’s obligation to construct and install the ROW Improvements described herein shall not be reduced below ten percent (10%) unless and until a warranty bond is posted during and for the Warranty Period.

4. TIME EXTENSIONS

- a. Upon a showing by Developer of Good Cause (defined below), the Completion Period shall be extended by the Public Works Director. As used herein, “Good Cause” may include, without limitation, delay in completing the ROW Improvements resulting from an act of the City or City’s failure to act; acts of God or force majeure; health pandemics/epidemics; material shortages; governmental shutdowns; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the Project or ROW Improvements work; provided, however, that Good Cause will not be found in any instance where the delay was avoidable or could be mitigated by Developer taking reasonable and prompt action.
- b. A time extension may be granted without notice to any surety or sureties of Developer, and shall not affect the validity of this Agreement nor release the surety or sureties on

any bond given as an improvement security pursuant to this Agreement.

- c. As a condition of any time extension provided for herein, the City Engineer, with the written concurrence of the City Manager, may require Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount reasonably necessary to compensate for any reasonably projected increase in the Estimated Total Cost of ROW Improvements (“Estimated Total Cost”), as determined by the City Engineer.

5. IMPROVEMENT SECURITY

- a. Contemporaneously with Developer providing City with a written notice to proceed under Section 9.a, Developer shall provide as security to City an amount equal to one hundred fifty percent (150%) of the Estimated Total Cost of the ROW Improvements as set forth in **Schedule A**. With this security, the form of which shall be subject to City’s prior approval, Developer assures faithful performance under this Agreement and warrants the ROW Improvements during the Warranty Period against Warranty Claims pursuant to Section 3 hereof.
- b. Any modifications of the ROW Improvement Plans that result in less than a ten percent (10%) increase or decrease to the original Estimated Total Cost shall not (in the case of a cost increase) require Developer to furnish any additional security to City. If any such modifications result in a cost increase exceeding ten percent (10%) of the original Estimated Total Cost, Developer shall furnish additional security to City in an amount sufficient to constitute total aggregated security held by City equal to one hundred fifty percent (150%) of the revised Estimated Total Cost. Conversely, if any such modifications result in a cost decrease exceeding ten percent (10%) of the original Estimated Total Cost, City shall release security to Developer in an amount sufficient to result in remaining security held by City equal to one hundred fifty percent (150%) of the revised Estimated Total Cost.

6. RELEASE OF IMPROVEMENT SECURITY

- a. Partial releases or reductions in Developer’s improvement security may occur prior to the City’s acceptance of all ROW Improvements required hereunder as provided in Section 6.b below.
- b. Upon request of Developer after City’s acceptance of all or any specified category of the ROW Improvements, the improvement security specified in Section 5 above shall be incrementally reduced or released in conformance with Schedule A and only upon completion of all improvements in a related category of Schedule A. Unless Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the Warranty Period specified in Section 3.a above, nor until any Warranty Claims timely and duly asserted during the Warranty Period have been resolved.

- c. If Developer's obligations relating to any ROW Improvements are subject to the approval of another governmental agency, City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other agency. Such agency shall have thirty (30) calendar days after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If, at the end of that period, such agency has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that Developer's performance of the obligation was satisfactorily completed.

7. MUTUAL INDEMNIFICATION

- a. Neither City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person directly attributable to or directly arising out of the construction or installation of the ROW Improvements and occurring prior to City's acceptance of such improvements ("Construction Claims"). Developer shall indemnify, hold harmless and defend City, its officers, agents and employees, from and against any and all Construction Claims; provided, however, that to the extent City's actions contributed to any such accident, injury, loss, or damage, City shall be liable to the extent of its own tortious conduct.
- b. Neither Developer, nor its principals, managers, officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person directly attributable to or directly arising out of the City actions specified in Section 9 below ("City Actions"). City shall indemnify, hold harmless and defend Developer, its principals, managers, officers, agents and employees, from and against any and all claims arising directly from City Actions; provided, however, that to the extent Developer's actions contributed with City Actions to the accident, loss, injury or damage, Developer shall be liable to the extent of its own tortious conduct.
- c. Developer's obligations under this section are not conditioned or dependent upon City, or its officers, agents and employees who prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project Improvements, or has insurance or other indemnification covering any of these matters.
- d. Developer's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Project, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. City's acceptance of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans, unless the particular Improvement design was required by City over the written objection of Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

8. OWNERSHIP OF ROW IMPROVEMENTS

Ownership of all or any specified category of the ROW Improvements constructed and installed by Developer pursuant to this Agreement shall vest in City upon acceptance of such improvements by City.

9. CITY ACTIONS

City agrees, at its sole cost and expense, to undertake and complete all of the following actions:

- a. Within thirty (30) business days of City's receipt of a written request from Developer to proceed, City will initiate, for Council consideration, the vacation action for the portion of Tapteal Loop right-of-way identified in **Exhibit A** pursuant to applicable provisions of the RMC and Chapter 35.79 RCW, which resulting vacation shall include no reserved nor otherwise retained easements or any other type of interests in the south one-half portion of the vacated right-of-way in favor of City or any other persons/entities

10. DEFAULT AND BREACH BY DEVELOPER AND REMEDIES OF CITY

- a. Upon the occurrence of any of the following events, Developer shall be deemed to be in default under this Agreement:
 - i. Subject to any time extensions granted in accordance with Section 4, Developer's failure to complete the construction and installation of the ROW Improvements within the Completion Period;
 - ii. Subject to Developer's right to assert and pursue a Disputed Claim, Developer's failure to correct or cure a timely and duly asserted Warranty Claim;
 - iii. Subject to any time extensions granted in accordance with Section 4, Developer's failure to perform substantial construction work, after commencement of work on the ROW Improvements, for a period of thirty (30) days after written notice from City;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy for Developer, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Project Site or any portion thereof, or any conveyance by Developer in lieu or in avoidance of foreclosure; or
 - vi. Developer's failure to perform any other material obligations of Developer in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from City.
- b. City reserves to itself all remedies available to it at law or in equity for any breach of Developer's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished

hereunder to mitigate City's damages in the event of Developer's default.

- c. Developer acknowledges that the Estimated Total Cost and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the ROW Improvements, and consequently, City's damages for Developer's default shall be measured by the actual cost of completing the required ROW Improvements. If the actual costs incurred by City in taking over the completing of the ROW Improvements exceeds the principal amount of the improvement security, then Developer shall reimburse City in the amount of such excess costs.
- d. Developer acknowledges and agrees that, upon vacation of the Tapteal Loop right-of-way, City will confer substantial rights upon Developer, including the right to sell or develop the property acquired by Developer through the Tapteal Loop right-of-way vacation. Developer further acknowledges that City's vacation action constitutes the final act necessary to transfer ownership of the ten (10) foot wide portion of the Tapteal Loop right-of-way to Developer by operation of law under RCW 35.79.040. As a result, City will be damaged to the extent of the cost of the ROW Improvements construction or installation upon Developer's failure to perform its obligations under this Agreement.
- e. City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.
- f. If City pursues action to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing the work on the ROW Improvements, Developer agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by City in connection therewith, even if Developer subsequently resumes and completes the work.

11. DEFAULT AND BREACH BY CITY AND REMEDIES OF DEVELOPER

- a. City shall be deemed to be in default under this Agreement in the event of City's failure to perform any material obligations of City in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from Developer.
- b. Consistent with Section 20.b, Richland City Council's failure to pass an ordinance vacating Tapteal Loop right-of-way depicted in **Exhibit A** does not constitute a breach of this Agreement.
- c. Developer reserves to itself all remedies available to it at law or in equity for any breach of City's obligations under this Agreement.
- d. Developer's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of City.

- e. If Developer pursues action to compel City's performance of this Agreement, City agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by Developer in connection therewith.

12. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of Developer's contractors, employees or agents, are or shall be deemed to be agents of City in connection with the performance of Developer's obligations under this Agreement. Likewise, neither City, nor any of City's contractors, employees or agents, are or shall be deemed to be agents of Developer in connection with the performance of City's obligations under this Agreement.

13. ASSIGNMENT

- a. This Agreement is not assignable. Any attempted or purported assignment in violation of this subparagraph a. shall be null and void and shall have no force or effect.
- b. The sale or other disposition of the Project Site shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Project Site, or any portion thereof, to any other person or entity, Developer may request a novation of this Agreement and substitution of improvement security. Upon City's approval of the novation and substitution of improvement security, which approval shall not be unreasonably withheld, conditioned, or delayed, Developer may request a release of the improvement security furnished pursuant to this Agreement.

14. NOTICES

- a. All notices required or provided for in this Agreement shall be in writing and delivered in person or by certified U.S. mail, return receipt requested, postage prepaid, and addressed as follows:

If to City:	Public Works Director 625 Swift Blvd. MS-26 Richland, WA 99352
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If to Developer:	Rowe Holdings, LLC 4512 Valdez Court Richland, WA 99352
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- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in

writing and signed by the duly authorized representatives of the Parties. In the case of City, the duly authorized representative, unless otherwise specified herein, shall be the City Manager.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

18. EFFECTIVE DATE OF THE AGREEMENT

Once fully executed by the Parties, this Agreement shall be and become effective as of the date first written above and shall remain in effect until expiration of the Warranty Period; provided, however, that Section 7 shall survive expiration/termination of this Agreement.

19. DISPUTE RESOLUTION

- a. Mediation. In the event any type of dispute arises between the Parties involving the performance or interpretation of this Agreement, and assuming that the Parties are unable to resolve such dispute within a reasonable time after it arises, the Parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the Parties. The Parties to the mediation shall equally share in the payment of the mediator's fees and expenses.
- b. Arbitration. In the event that mediation proves unsuccessful in resolving the dispute, the Parties shall submit the dispute for resolution via binding arbitration in the Tri-Cities, Washington. A single arbitrator shall be selected by agreement of the Parties or, in the absence of agreement, the Presiding Civil Docket Judge of the Benton-Franklin County Superior Court shall select the arbitrator (whom shall be a licensed Washington attorney with significant experience in contract dispute matters). The Parties to the arbitration shall equally share in the payment of the fees and expenses of the arbitrator. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton-Franklin County Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within fifteen (15) business days of notice of arbitration, the arbitrator shall be selected and designated, and the hearing shall be held within sixty (60) business days thereafter. The arbitrator shall render a written decision and award within ten (10) business days of such hearing. Without limitation to the intended broad scope of legal and/or equitable remedies available to a Party, the arbitrator may award damages, specific performance, and/or injunctive relief, and may register a judgment in superior court, including judgment by default.

20. TERMINATION

- a. If during the Project review and permitting process there are City-imposed conditions or other requirements relating to the Project, ROW Improvements, and/or Tapteal Loop right-of-way vacation that Developer deems unacceptable, Developer may, in its sole and absolute discretion at any time prior to City undertaking a Developer-requested action for the City Council passing an ordinance under Section 9.a above vacating the Tapteal Loop right-of-way, terminate this Agreement without cause and without recourse to or by any party via Developer providing written notice of termination to City.
- b. Developer acknowledges and agrees that the decision to vacate municipal right-of-way is wholly within the purview of the city of Richland's legislative body. Washington state law and the Richland City Charter provide that a public hearing and two successful readings of an ordinance are required. This Agreement shall automatically terminate, without recourse to or by any party, in the event Richland City Council does not pass an ordinance vacating Tapteal Loop right-of-way.
- c. This Agreement may be terminated without recourse at City's election if Developer changes its development proposal after execution of this Agreement. In the event of such termination, existing state and local statutes will control development of the property.
- d. Upon any termination of this Agreement under this Section 20, any improvement security previously provided by Developer shall be fully released.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the date first provided above.

Rowe Holdings, LLC - Developer

By: _____
Its: _____

City of Richland

Jon Amundson, ICMA-CM
City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of **Rowe Holdings, LLC** for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2023.

Notary Public
Residing at: _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Jon Amundson, Richland City Manager**, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the **City of Richland** for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2023.

Notary Public
Residing at: _____
My commission expires _____

Schedule A

1. A slope stabilization method approved by the City in Tapteal Loop right-of-way adjacent to the Project Site (approximately 280 feet in length), specifically:
 - a. Natural rock, precast, or cast-in-place retaining wall;
2. Alterations to the stormwater retention area within the right-of-way on the north east corner of the Project Site;
3. Landscape site restoration for disturbed slope areas within the right-of-way;
6. Utility relocations required to enable the above-described improvements to the slope of Tapteal Loop right-of way.

Draft



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-20, Authorizing Award of Bid to C&E Trenching, LLC for the Haines Avenue and Goethals Drive Stormwater Quality Retrofit

Department/Office
Public Works

Ordinance/Resolution Number:
2023-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-20, authorizing the City Manager to sign and execute an agreement with C&E Trenching, LLC for the Haines Avenue and Goethals Drive Stormwater Quality Retrofit project.

Summary:

The City's stormwater management operation is regulated by a Washington State issued National Pollution Discharge Elimination System Permit (the "NPDES Permit"). The NPDES Permit assigns responsibility to the City for the quality of stormwater runoff discharged into the Columbia and Yakima Rivers.

For many years, the City has pursued a program of retrofitting existing stormwater outfalls with water quality-improving features. These projects are typically funded by a combination of Washington State Department of Ecology grants and City stormwater utility funds. The 2021-2026 Capital Improvement Plan (CIP) includes the Hains Avenue and Goethals Drive Stormwater Quality Retrofit project (the "Project"), which will improve the water quality of stormwater runoff reaching the Columbia River.

The City was awarded \$225,110 from the Washington State Department of Ecology to improve water quality in the Columbia River through the installation of infiltration best management practices near Hains Avenue. The City was awarded \$256,566 from the Washington State Department of Ecology to improve water quality in the Columbia River through the installation of a Contech CDS unit and subsurface infiltration trench near Goethals Drive and Carondelet Drive.

All project development and design work necessary to advance the project to construction is complete. Bids were solicited in accordance with the City's purchasing policies, with six (6) bids received and opened on February 7, 2023. C&E Trenching, LLC submitted the lowest responsible bid, totaling \$595,723.83, which is below the City Engineer's estimate of \$698,000.

Staff recommends adoption of Resolution No. 2023-20.

Fiscal Impact:

This project was previously budgeted in the 2021 Capital Improvement Plan utilizing a Department of Ecology grant and Stormwater Water Quality Retrofit Program funds. The Water Quality Retrofit Program funds balance is \$2,952,000, which is sufficient to complete this work, including construction management, construction and contingency.

Attachments:

1. Resolution No. 2023-20
2. Haines & Goethals Stormwater Quality Retrofit - ITB 23-0001

RESOLUTION NO. 2023-20

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO C&E TRENCHING, LLC FOR
THE HAINS AVENUE AND GOETHALS DRIVE STORMWATER
QUALITY RETROFIT PROJECT.**

WHEREAS, the City’s stormwater management operation is regulated by a Washington State-issued National Pollution Discharge Elimination System Permit (the “NPDES Permit”); and

WHEREAS, the NPDES Permit assigns responsibility to the City for the quality of stormwater runoff discharged to the Columbia and Yakima Rivers; and

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) includes the Hains Avenue and Goethals Drive Stormwater Quality Retrofit project (the “Project”), which will improve the water quality of stormwater runoff reaching the Columbia and Yakima Rivers; and

WHEREAS, the City was awarded \$225,110 from the Washington State Department of Ecology to improve water quality in the Columbia River through the installation of infiltration best management practices near Hains Avenue; and

WHEREAS, the City was awarded \$256,566 from the Washington State Department of Ecology to improve water quality in the Columbia River through the installation of a Contech CDS unit and subsurface infiltration trench near Goethals Drive and Carondelet Drive; and

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with six (6) bids received and opened on February 7, 2023; and

WHEREAS, C&E Trenching, L.L.C. submitted the lowest responsible bid totaling \$595,723.83, which is below the City Engineer’s estimate of \$698,000; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with C&E Trenching, L.L.C. in the amount of \$595,723.83 for the Hains Avenue and Goethals Drive Stormwater Quality Retrofit Project, and to execute change orders in an aggregate amount not to exceed \$59,572 as needed to fulfill the Project’s intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: 2/7/23	ITB # 23-0001
Hains Ave & Goethals Dr Stormwater Quality Retrofit	

				ENGINEER'S ESTIMATE - COR		C&E TRENCHING, LLC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Hains Ave							
1	MOBILIZATION	1	LS	\$42,000.00	42,000.00	8,718.00	8,718.00
2	SPCC PLAN	1	LS	500.00	500.00	692.00	692.00
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	35,000.00	35,000.00	40,341.00	40,341.00
4	EROSION/WATER POLLUTION CONT	1	LS	5,000.00	5,000.00	9,851.00	9,851.00
5	INFILTRATION TRENCH	720	LF	200.00	144,000.00	130.00	93,600.00
6	ASPHALT PATCHING (2" HMA, 8" CS	358	LF	120.00	42,960.00	55.00	19,690.00
7	STORMGATE CATCH BASIN	1	LF	7,000.00	7,000.00	3,483.00	3,483.00
8	CATCH BASIN TYPE 1	1	LF	6,000.00	6,000.00	2,882.00	2,882.00
9	TRENCH SAFETY	945	EA	5.00	4,725.00	1.10	1,039.50
10	SOLID WALL PVC STORM SEWER PI	225	LS	80.00	18,000.00	66.46	14,953.50
11	SHALLOW STORM DRAIN CATCH BA	3	EA	2,300.00	6,900.00	4,403.00	13,209.00
12	IMPORTED PIPE ZONE BEDDING	225	EA	5.00	1,125.00	32.00	7,200.00
13	FLOW SPLITTER MANHOLE	3	LS	5,250.00	15,750.00	5,136.00	15,408.00
14	SITE RESTORATION	1	LS	8,500.00	8,500.00	10,080.00	10,080.00
15	SEDIMENTATION MANHOLE	5	EA	7,500.00	37,500.00	8,701.00	43,505.00
16	CEMENT CONC. TRAFFIC CURB AND	70	LF	90.00	6,300.00	91.50	6,405.00
17	HYDRANT REMOVAL	1	EA	2,000.00	2,000.00	961.00	961.00
18	UTILITY SURVERYING	1	CY	1,400.00	1,400.00	5,488.00	5,488.00
19	REMOVAL OF STRUCTURES AND OE	1	SF	7,000.00	7,000.00	10,472.00	10,472.00
20	INSTALLATION OF HYDRANT ASSEM	1	EA	5,000.00	5,000.00	8,889.00	8,889.00
21	OBSERVATION WELL	5	EA	3,500.00	17,500.00	701.00	3,505.00
Schedule A - Hains Ave SUBTOTAL					\$414,160.00		\$320,372.00
8.7% SALES TAX					36,031.92		27,872.36
Schedule A - Hains Ave TOTAL					\$450,191.92		\$348,244.36

				ENGINEER'S ESTIMATE - COR		C&E TRENCHING, LLC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule B - NR09 Upbasin							
1	MOBILIZATION	1	LS	\$18,000.00	18,000.00	8,340.00	8,340.00
2	SPCC PLAN	1	LS	500.00	500.00	692.00	692.00
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	15,000.00	15,000.00	1,418.00	1,418.00
4	EROSION/WATER POLLUTION CONT	1	LS	5,000.00	5,000.00	4,607.00	4,607.00
5	INFILTRATION TRENCH	180	LF	350.00	63,000.00	262.00	47,160.00
6	TRENCH SAFETY	35	LF	5.00	175.00	14.00	490.00
7	SOLID WALL PVC STORM SEWER PI	35	LF	80.00	2,800.00	84.00	2,940.00
8	IMPORTED PIPE ZONE BEDDING	35	LF	5.00	175.00	35.00	1,225.00
9	FLOW SPLITTER MANHOLE	1	EA	2,250.00	2,250.00	6,855.00	6,855.00
10	SITE RESTORATION	1	LS	8,500.00	8,500.00	11,757.00	11,757.00
11	CDS SYSTEM	1	EA	90,000.00	90,000.00	112,019.00	112,019.00
12	SEDIMENTATION MANHOLE	1	EA	7,500.00	7,500.00	12,608.00	12,608.00
13	UTILITY SURVERYING	1	LS	600.00	600.00	2,195.00	2,195.00
14	REMOVAL OF STRUCTURES AND OE	1	LS	3,000.00	3,000.00	2,346.00	2,346.00
15	DOUBLE 20 FT. CHAIN LINK GATE	1	EA	2,000.00	2,000.00	4,721.00	4,721.00
16	SOLID WALL PVC STORM SEWER PI	22	LF	100.00	2,200.00	217.00	4,774.00
17	OBSERVATION WELL	2	EA	3,500.00	7,000.00	878.50	1,757.00
18	QUARRY SPALLS	1	CY	75.00	75.00	663.00	663.00
19	SEEDING, MULCHING, & FERTILIZING	850	SF	0.20	170.00	1.30	1,105.00
Schedule B - NR09 Upbasin SUBTOTAL					\$227,945.00		\$227,672.00
8.7% SALES TAX					19,831.22		19,807.46
Schedule B - NR09 Upbasin TOTAL					\$247,776.22		\$247,479.46

TOTAL SCHEDULE A & B	\$697,968.14	\$595,723.83
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				INDUSTRIAL CONST OF WA W. RICHLAND, WA		TAPANI, INC BATTLE GROUND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Hains Ave							
1	MOBILIZATION	1	LS	12,609.11	12,609.11	40,000.00	40,000.00
2	SPCC PLAN	1	LS	630.46	630.46	500.00	500.00
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	13,340.12	13,340.12	20,000.00	20,000.00
4	EROSION/WATER POLLUTION CONT	1	LS	2,593.17	2,593.17	6,000.00	6,000.00
5	INFILTRATION TRENCH	720	LF	118.21	85,111.20	105.00	75,600.00
6	ASPHALT PATCHING (2" HMA, 8" CS	358	LF	49.82	17,835.56	80.00	28,640.00
7	STORMGATE CATCH BASIN	1	LF	2,198.27	2,198.27	5,200.00	5,200.00
8	CATCH BASIN TYPE 1	1	LF	1,532.44	1,532.44	2,800.00	2,800.00
9	TRENCH SAFETY	945	EA	13.03	12,313.35	2.00	1,890.00
10	SOLID WALL PVC STORM SEWER PI	225	LS	80.98	18,220.50	135.00	30,375.00
11	SHALLOW STORM DRAIN CATCH BA	3	EA	1,825.37	5,476.11	3,700.00	11,100.00
12	IMPORTED PIPE ZONE BEDDING	225	EA	21.12	4,752.00	8.00	1,800.00
13	FLOW SPLITTER MANHOLE	3	LS	4,345.66	13,036.98	9,500.00	28,500.00
14	SITE RESTORATION	1	LS	18,201.63	18,201.63	2,000.00	2,000.00
15	SEDIMENTATION MANHOLE	5	EA	3,693.17	18,465.85	8,400.00	42,000.00
16	CEMENT CONC. TRAFFIC CURB AND	70	LF	104.50	7,315.00	60.00	4,200.00
17	HYDRANT REMOVAL	1	EA	785.09	785.09	1,100.00	1,100.00
18	UTILITY SURVERYING	1	CY	4,550.41	4,550.41	3,000.00	3,000.00
19	REMOVAL OF STRUCTURES AND OE	1	SF	3,925.43	3,925.43	13,000.00	13,000.00
20	INSTALLATION OF HYDRANT ASSEM	1	EA	12,675.05	12,675.05	10,000.00	10,000.00
21	OBSERVATION WELL	5	EA	2,829.42	14,147.10	200.00	1,000.00
Schedule A - Hains Ave SUBTOTAL					\$269,714.83		\$328,705.00
8.7% SALES TAX					23,465.19		28,597.34
Schedule A - Hains Ave TOTAL					\$293,180.02		\$357,302.34

				INDUSTRIAL CONST OF WA W. RICHLAND, WA		TAPANI, INC BATTLE GROUND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule B - NR09 Upbasin							
1	MOBILIZATION	1	LS	12,691.50	12,691.50	30,000.00	30,000.00
2	SPCC PLAN	1	LS	630.46	630.46	500.00	500.00
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	13,340.12	13,340.12	1,000.00	1,000.00
4	EROSION/WATER POLLUTION CONT	1	LS	4,484.01	4,484.01	5,440.50	5,440.50
5	INFILTRATION TRENCH	180	LF	422.72	76,089.60	325.00	58,500.00
6	TRENCH SAFETY	35	LF	94.53	3,308.55	150.00	5,250.00
7	SOLID WALL PVC STORM SEWER PI	35	LF	152.30	5,330.50	95.00	3,325.00
8	IMPORTED PIPE ZONE BEDDING	35	LF	196.91	6,891.85	6.00	210.00
9	FLOW SPLITTER MANHOLE	1	EA	13,589.55	13,589.55	10,000.00	10,000.00
10	SITE RESTORATION	1	LS	8,206.73	8,206.73	2,500.00	2,500.00
11	CDS SYSTEM	1	EA	109,203.69	109,203.69	115,000.00	115,000.00
12	SEDIMENTATION MANHOLE	1	EA	14,730.30	14,730.30	10,000.00	10,000.00
13	UTILITY SURVERYING	1	LS	2,587.69	2,587.69	3,000.00	3,000.00
14	REMOVAL OF STRUCTURES AND OE	1	LS	8,206.73	8,206.73	8,000.00	8,000.00
15	DOUBLE 20 FT. CHAIN LINK GATE	1	EA	6,560.36	6,560.36	1,500.00	1,500.00
16	SOLID WALL PVC STORM SEWER PI	22	LF	455.31	10,016.82	350.00	7,700.00
17	OBSERVATION WELL	2	EA	3,558.28	7,116.56	200.00	400.00
18	QUARRY SPALLS	1	CY	2,609.41	2,609.41	165.00	165.00
19	SEEDING, MULCHING, & FERTILIZING	850	SF	1.83	1,555.50	1.00	850.00
Schedule B - NR09 Upbasin SUBTOTAL					\$307,149.93		\$263,340.50
8.7% SALES TAX					26,722.04		22,910.62
Schedule B - NR09 Upbasin TOTAL					\$333,871.97		\$286,251.12
TOTAL SCHEDULE A & B					\$627,051.99		\$643,553.46

				ALLSTAR CONST GROUP, INC RICHLAND, WA		INTERWEST CONST, INC BURLINGTON, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Hains Ave							
1	MOBILIZATION	1	LS	17,188.00	17,188.00	42,000.00	42,000.00
2	SPCC PLAN	1	LS	2,106.00	2,106.00	500.00	500.00
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	22,905.00	22,905.00	54,000.00	54,000.00
4	EROSION/WATER POLLUTION CONT	1	LS	2,120.00	2,120.00	2,600.00	2,600.00
5	INFILTRATION TRENCH	720	LF	247.78	178,401.60	150.00	108,000.00
6	ASPHALT PATCHING (2" HMA, 8" CS	358	LF	98.30	35,191.40	92.00	32,936.00
7	STORMGATE CATCH BASIN	1	LF	7,380.00	7,380.00	7,200.00	7,200.00
8	CATCH BASIN TYPE 1	1	LF	3,251.00	3,251.00	2,450.00	2,450.00
9	TRENCH SAFETY	945	EA	4.25	4,016.25	2.40	2,268.00
10	SOLID WALL PVC STORM SEWER PI	225	LS	133.50	30,037.50	84.00	18,900.00
11	SHALLOW STORM DRAIN CATCH BA	3	EA	3,597.22	10,791.66	3,200.00	9,600.00
12	IMPORTED PIPE ZONE BEDDING	225	EA	10.00	2,250.00	13.00	2,925.00
13	FLOW SPLITTER MANHOLE	3	LS	3,425.74	10,277.22	7,550.00	22,650.00
14	SITE RESTORATION	1	LS	17,890.00	17,890.00	6,775.00	6,775.00
15	SEDIMENTATION MANHOLE	5	EA	7,679.59	38,397.95	14,200.00	71,000.00
16	CEMENT CONC. TRAFFIC CURB AND	70	LF	47.39	3,317.30	100.00	7,000.00
17	HYDRANT REMOVAL	1	EA	1,717.00	1,717.00	1,650.00	1,650.00
18	UTILITY SURVERYING	1	CY	4,301.00	4,301.00	2,800.00	2,800.00
19	REMOVAL OF STRUCTURES AND OE	1	SF	10,986.00	10,986.00	8,000.00	8,000.00
20	INSTALLATION OF HYDRANT ASSEM	1	EA	10,786.00	10,786.00	13,500.00	13,500.00
21	OBSERVATION WELL	5	EA	973.36	4,866.80	625.00	3,125.00
Schedule A - Hains Ave SUBTOTAL					\$418,177.68		\$419,879.00
8.7% SALES TAX					36,381.46		36,529.47
Schedule A - Hains Ave TOTAL					\$454,559.14		\$456,408.47

				ALLSTAR CONST GROUP, INC RICHLAND, WA		INTERWEST CONST, INC BURLINGTON, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule B - NR09 Upbasin							
1	MOBILIZATION	1	LS	3,912.00	3,912.00	29,000.00	29,000.00
2	SPCC PLAN	1	LS	281.00	281.00	500.00	500.00
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	1,078.00	1,078.00	9,800.00	9,800.00
4	EROSION/WATER POLLUTION CONT	1	LS	959.00	959.00	2,600.00	2,600.00
5	INFILTRATION TRENCH	180	LF	477.64	85,975.20	502.00	90,360.00
6	TRENCH SAFETY	35	LF	48.43	1,695.05	17.50	612.50
7	SOLID WALL PVC STORM SEWER PI	35	LF	159.95	5,598.25	130.00	4,550.00
8	IMPORTED PIPE ZONE BEDDING	35	LF	10.61	371.35	13.00	455.00
9	FLOW SPLITTER MANHOLE	1	EA	7,561.00	7,561.00	6,700.00	6,700.00
10	SITE RESTORATION	1	LS	6,931.00	6,931.00	7,000.00	7,000.00
11	CDS SYSTEM	1	EA	122,664.00	122,664.00	120,000.00	120,000.00
12	SEDIMENTATION MANHOLE	1	EA	9,570.00	9,570.00	9,900.00	9,900.00
13	UTILITY SURVERYING	1	LS	2,800.00	2,800.00	2,800.00	2,800.00
14	REMOVAL OF STRUCTURES AND OE	1	LS	476.00	476.00	500.00	500.00
15	DOUBLE 20 FT. CHAIN LINK GATE	1	EA	3,864.00	3,864.00	2,000.00	2,000.00
16	SOLID WALL PVC STORM SEWER PI	22	LF	225.04	4,950.88	288.00	6,336.00
17	OBSERVATION WELL	2	EA	975.69	1,951.38	625.00	1,250.00
18	QUARRY SPALLS	1	CY	702.00	702.00	1,600.00	1,600.00
19	SEEDING, MULCHING, & FERTILIZING	850	SF	1.25	1,062.50	1.50	1,275.00
Schedule B - NR09 Upbasin SUBTOTAL					\$262,402.61		\$297,238.50
8.7% SALES TAX					22,829.03		25,859.75
Schedule B - NR09 Upbasin TOTAL					\$285,231.64		\$323,098.25
TOTAL SCHEDULE A & B					\$739,790.78		\$779,506.72

				DOUBLE J EXCAVATING, INC RICHLAND, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Hains Ave							
1	MOBILIZATION	1	LS	38,000.00	38,000.00		-
2	SPCC PLAN	1	LS	500.00	500.00		-
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	2,500.00	2,500.00		-
4	EROSION/WATER POLLUTION CONT	1	LS	500.00	500.00		-
5	INFILTRATION TRENCH	720	LF	110.00	79,200.00		-
6	ASPHALT PATCHING (2" HMA, 8" CS	358	LF	75.00	26,850.00		-
7	STORMGATE CATCH BASIN	1	LF	5,000.00	5,000.00		-
8	CATCH BASIN TYPE 1	1	LF	2,500.00	2,500.00		-
9	TRENCH SAFETY	945	EA	2.00	1,890.00		-
10	SOLID WALL PVC STORM SEWER PI	225	LS	80.00	18,000.00		-
11	SHALLOW STORM DRAIN CATCH BA	3	EA	5,200.00	15,600.00		-
12	IMPORTED PIPE ZONE BEDDING	225	EA	10.00	2,250.00		-
13	FLOW SPLITTER MANHOLE	3	LS	10,000.00	30,000.00		-
14	SITE RESTORATION	1	LS	28,000.00	28,000.00		-
15	SEDIMENTATION MANHOLE	5	EA	18,000.00	90,000.00		-
16	CEMENT CONC. TRAFFIC CURB AND	70	LF	90.00	6,300.00		-
17	HYDRANT REMOVAL	1	EA	4,000.00	4,000.00		-
18	UTILITY SURVERYING	1	CY	3,500.00	3,500.00		-
19	REMOVAL OF STRUCTURES AND OE	1	SF	20,000.00	20,000.00		-
20	INSTALLATION OF HYDRANT ASSEM	1	EA	13,000.00	13,000.00		-
21	OBSERVATION WELL	5	EA	400.00	2,000.00		-
Schedule A - Hains Ave SUBTOTAL					\$389,590.00		\$0.00
8.7% SALES TAX					33,894.33		-
Schedule A - Hains Ave TOTAL					\$423,484.33		\$0.00

				DOUBLE J EXCAVATING, INC RICHLAND, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
Schedule B - NR09 Upbasin							
1	MOBILIZATION	1	LS	37,000.00	37,000.00		-
2	SPCC PLAN	1	LS	500.00	500.00		-
3	PROJECT TEMPORARY TRAFFIC CO	1	LS	8,000.00	8,000.00		-
4	EROSION/WATER POLLUTION CONT	1	LS	500.00	500.00		-
5	INFILTRATION TRENCH	180	LF	400.00	72,000.00		-
6	TRENCH SAFETY	35	LF	2.00	70.00		-
7	SOLID WALL PVC STORM SEWER PI	35	LF	90.00	3,150.00		-
8	IMPORTED PIPE ZONE BEDDING	35	LF	10.00	350.00		-
9	FLOW SPLITTER MANHOLE	1	EA	11,000.00	11,000.00		-
10	SITE RESTORATION	1	LS	40,000.00	40,000.00		-
11	CDS SYSTEM	1	EA	200,000.00	200,000.00		-
12	SEDIMENTATION MANHOLE	1	EA	14,000.00	14,000.00		-
13	UTILITY SURVERYING	1	LS	2,300.00	2,300.00		-
14	REMOVAL OF STRUCTURES AND OE	1	LS	4,000.00	4,000.00		-
15	DOUBLE 20 FT. CHAIN LINK GATE	1	EA	7,000.00	7,000.00		-
16	SOLID WALL PVC STORM SEWER PI	22	LF	300.00	6,600.00		-
17	OBSERVATION WELL	2	EA	400.00	800.00		-
18	QUARRY SPALLS	1	CY	420.00	420.00		-
19	SEEDING, MULCHING, & FERTILIZING	850	SF	1.50	1,275.00		-
Schedule B - NR09 Upbasin SUBTOTAL					\$408,965.00		\$0.00
8.7% SALES TAX					35,579.96		-
Schedule B - NR09 Upbasin TOTAL					\$444,544.96		\$0.00
TOTAL SCHEDULE A & B					\$868,029.29		\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-21, Authorizing a Consultant Agreement with Fitch & Associates, LLC for a Standards of Cover Study

Department/Office
Fire & Emergency Services

Ordinance/Resolution Number:
2023-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-21, authorizing the City Manager to sign and execute a consultant agreement with Fitch & Associates, LLC for a Standards of Cover study.

Summary:

This consultant engagement will provide an update to the City of Richland Fire & Emergency Service's Standards of Cover (SOC) document, as well as an overall EMS system evaluation and recommendation for the region. This is a joint project between the cities of Richland, Kennewick and Pasco that will provide an individual SOC for each agency as well as a regional EMS deployment evaluation and recommendation.

The SOC document provides a policy-level service standard for the array of emergency services provided by the Richland Fire & Emergency Services Department. The Department's current standards were developed and approved by the City Council in 2007. This process will bring the performance measures to more modern and community-driven standards, rather than relying solely on NFPA deployment standards. Ultimately, the SOC sets the performance target for Fire and EMS services, and the Department will compare its performance against this established standard in its annual report to the City Council. In addition, this consultant engagement will provide a community risk assessment that will help drive the operational deployment of current and future resources throughout the city.

The second component of this engagement is a regional EMS study that will evaluate current deployment, financial structures, funding, staffing, etc. and provide feedback on system improvements, efficiencies, and/or potential changes that could enhance overall system performance. This component of the study incorporates all three cities and will likely generate a regional system recommendation.

The final reports for both studies will be provided to the City Council in a workshop setting. The regional EMS recommendation is non-binding, which allows each city to evaluate the merits of the recommendation against its own EMS system expectations.

Kennewick's procurement processes, which are as robust as Richland's procurement procedures and otherwise satisfy Richland's solicitation obligations, were used to identify a suitable consultant for this work.

Staff recommends adoption of Resolution No. 2023-21.

Fiscal Impact: The cost of the study has been budgeted through an expanded program request in the 2023 Budget. The total cost of the contract will not exceed \$59,842.

Attachments:

1. Resolution No. 2023-21
2. Draft 2023 Consultant Agreement with Fitch & Associates, LLC

RESOLUTION NO. 2023-21

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH FITCH &
ASSOCIATES, LLC FOR A FIRE & EMERGENCY SERVICES
STANDARDS OF COVER STUDY AND A TRI-CITY MUNICIPAL
EMS STUDY TO INCLUDE THE CITIES OF RICHLAND,
KENNEWICK AND PASCO.**

WHEREAS, the current Standards of Cover for Richland Fire & Emergency Services was established in 2007 and has exceeded its effective life cycle; and

WHEREAS, the cities of Kennewick and Pasco are also in need of Standards of Cover studies; and

WHEREAS, the Richland, Kennewick and Pasco fire chiefs agree that a comprehensive Emergency Medical System (“EMS”) study conducted in tandem with the Standards of Cover studies would benefit long-range emergency services planning for the region; and

WHEREAS, Kennewick issued a Requests for Proposals (RFP) on behalf of the three cities to select a consultant capable of conducting these studies, with four (4) proposals received; and

WHEREAS, Kennewick’s procurement process is consistent with Richland’s purchasing policies, and joint efforts of this nature are contemplated by the 2010 Master Interlocal Partnership Agreement between Richland and Kennewick; and

WHEREAS, Fitch & Associates was selected as the most qualified consultant to conduct the department and regional studies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Fitch & Associates, LLC to conduct a Standards of Cover study for the City of Richland, and to prepare Richland’s portion of a regional EMS study.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

City of Richland Standards of Cover and Tri City Regional EMS Study

This Agreement is entered into this 21st day of February, 2023 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Fitch and Associates** ("**Consultant**"), a Washington for-profit corporation with service at PO Box 170, 2901 Williamsburg Terrace, Suite G, Platte City, Missouri 64079. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No.
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. N/A
 4. ☒ Exhibit B: Solicitation No. RFP# CoK 23-001 proposal response submitted by Consultant dated December 30, 2022.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by August 1, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on October 6, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **fifty-nine thousand, eight hundred forty-two dollars and no cents (\$59,842)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

13. INSURANCE

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

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

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

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11

Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name:	Steven G. Knight, Ph.D
Name of Firm:	Fitch and Associates
Address:	PO Box 170, 2901 Williamsburg Terrace, Suite G
Address:	Platte City, Missouri 64079
Email:	sknight@fitchassoc.com
Phone Number:	(816) 500-7481
Fax Number:	N/A

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties

cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

The primary deliverable for the Standards of Cover Assessment scope of work is a report with recommendations based upon positive incident outcomes, rather than traditional National Fire Protection Association (NFPA) guidelines (e.g., NFPA 1710) that are nearly impossible to consistently achieve. Ideally, the final product should have a look and feel that resembles the 2022 Standards of Cover for Tualatin Valley Fire & Rescue available on the following website: <https://www.tvfr.com/350/Standardsof-Cover>.

Due to the unique and extensive interlocal agreements in place throughout the Tri-Cities, all components below should be structured to provide an assessment and guidance for the Tri-Cities area as a whole, considering opportunities for maximizing cooperative opportunities, including automatic and mutual aid within our area. Additionally, individualized evaluations and recommendations for each of the three cities are required and should be tailored to the distinct needs of each city's jurisdiction.

The evaluation and analysis of data shall be based on nationally recognized guidelines and benchmarks, modern fire and EMS best practices, Washington Survey and Ratings Bureau (WSRB) criteria, federal and state mandates relative to fire and emergency services and generally accepted practices within the industry. The Standards of Cover Assessment should include but is not limited to the components listed below.

1) COMMUNITY OVERVIEW:

Provide a general summary for both the Tri-Cities, as a whole, and each of the communities served by the fire departments in the cities of Kennewick, Pasco and Richland. Summary information should include, but is not limited to:

- General population and demographics (e.g., age, race, language(s) spoken, education level, median household income, home ownership vs. rental, etc.)
- Economy
- Climate
- Geography
- Transportation networks (e.g., rail, air, water, road, etc.)
- Land use
- General area history; formation, history and general description of each fire department
- Operating budgets, funding, fees, taxes, and financial resources
- Governance and lines of authority for fire departments
- Organizational setup/design of each department
- Fire station locations (current and planned)
- Current emergency response zones

2) TERMINOLOGY:

Provide a framework for understanding by defining fire/EMS-specific terminology, time designations, acronyms, etc.

- Advanced Life Support (ALS)
- Alarm answering time
- Alarm handling time
- Alarm processing time
- Alarm transfer time
- Arrival of first unit
- Arrival of full first alarm assignment
- Basic Life Support (BLS)
- Cascade of events
- Current response modes
- Discovery of event
- Event initiation
- Fractal
- Incident call types used by dispatch
- Initial full alarm assignment
- NFIRS incident types
- Occupancy type
- Response time
- Response zone
- Revised Code of Washington (RCW) 35.103
- Southeast Communication Center (SECOMM)
- The National Fire Incident Reporting System (NFIRS)
- Total response time
- Travel time
- Turnout time
- Effective response force
- Risk Assessment
- Unit Hour Utilization
- Any other key definitions

3) SERVICES AND DEPLOYMENT

Describe the current services provided, resource and staffing makeup, and apparatus deployment details for each of the three cities' fire departments.

- General services (emergency and non-emergency) delivered
- Resources and staffing
- Apparatus and deployment locations

4) ANALYSIS OF RESOURCES AND SERVICE DEMAND

Review, analyze and provide an assessment of available resources and service demand for each of the three cities. Evaluation should include, but is not limited to:

- Calls for service demographics from an historical and live traffic perspective.
- Operational staffing levels and distribution of resources.
- Administration and support staffing.
- Increased demand for emergency services since 2015 compared to staffing levels over the same time period.

5) UNIT HOUR UTILIZATION:

Provide a unit hour utilization analysis for all crews using the “time on task” measurement.

6) EFFECTIVE RESPONSE FORCE:

Examine and evaluate the current effective response force (ERF) deployed to each of the primary incident types.

- Describe the current ERF for all incident types
- Determine whether the ERF presently deployed for all incident types should be modified (increased or decreased) or established; include associated outcomes, concerns and/or efficiencies.
- Provide recommendations for achieving potential deployment modifications, including suggestions for efficiently deploying an ERF for all primary incident types, as well as utilizing different apparatus deployment models (e.g., cross staffing vs. a two and two model).

7) COMMUNITY RISK ANALYSIS/ASSESSMENT:

A. Conduct an analysis of the community fire protection risks including:

- Population growth projections.
- Land use impacts on demand for emergency services.
- Fire flow considerations, particularly involving high-risk hazards.
- Classification of community fire protection risk by geography and type.

B. Use local planning/zoning data in conjunction with available GIS data to evaluate the physical risks of the community including, but not limited to:

- Current and planned zoning.
- Overall geospatial characteristics, such as political and growth boundaries, construction and infrastructure limitations, etc.
- Area geography (e.g., response barriers, elevation extremes, open space/interface, etc.).
- Transportation network; namely roads, rail lines, airports, and waterways.
- Evaluation of protected physical assets.
- Target hazards within each of the three cities.
- Review and analyze the following special risk categories:
 - Hazardous materials.
 - Technical rescue.
 - Water rescue.

- Other special operations areas of concern.
- D. Provide an interpretation of available census and community development data comprising:
 - Population history.
 - Census-based population and demographic information.
 - Community planning-based population information.
 - Transient population and demographic information.
 - Population density.
 - Community land use regulations.
 - Occupancy types by land use designation.
 - Hazardous substances and processes.
 - Non-structural risk categorization (e.g., wildland).
- E. Prepare a demand study with geographical displays analyzing current service demands by incident type.
- F. Provide a matrix analysis showing common and predictable risk types throughout each city.
- G. Provide a matrix analysis identifying potential staffing and resource needs. Particular attention should be given to the following:
 - Risk-specific staffing levels necessary to meet the critical tasking thresholds for the identified risks.
 - Apparatus assignments required to accomplish the critical functions of identified risks, such as anticipated fire flows.
- H. Evaluate and identify realistic time standards that will provide for effective initiation of critical tasks and functions.

8) HISTORICAL REVIEW OF EMERGENCY SERVICE DELIVERY PERFORMANCE:

Evaluate and assess all areas related to, or affecting, service delivery and/or performance. Areas to be examined include, but are not limited to:

- Distribution of resources.
- Analysis of current facility and apparatus deployment strategy (using GIS), including identification of service gaps and redundancies in initial unit arrival.
- Analysis of incident concentration.
- Analysis of current response time capability to achieve full ERF.
- Analysis of company and staff distribution relative to ERF assembly.
- Station reliability.
- Analysis of current workload, including unit hour utilization of individual companies.
- Review of actual and/or estimated failure rates of individual companies.
- Analysis of call concurrency and impact on ERF assembly (e.g., resource drawdown).
- Analysis of dispatch times including:
 - Event initiation.
 - Alarm answering time.
 - Alarm transfer time.

- Alarm processing time.
- Alarm handling time.
- Analysis of current performance including:
 - Turnout time.
 - 1st arriving unit response times.
 - ERF times.

9) PERFORMANCE OBJECTIVES AND MEASURES:

Recommend an appropriate set of goals and objectives specific to the nature and type of risks identified above, per the measurement requirements set forth in the Revised Code of Washington (RCW), Title 35, Chapter 35.103. (Washington State Legislature website: <https://app.leg.wa.gov/rcw/default.aspx?cite=35.103>).

10) COMPLIANCE METHODOLOGY:

Working in partnership with the management of all three agency fire departments, develop a methodology for continual performance measurement that is both compliant with state and local reporting requirements and consistent across all three agencies. This methodology shall include:

- Turnout time.
- Response time of first arriving unit (for incident types specified in RCW 35.103).
- Response time for ERF (for incident types specified in RCW 35.103).
- Unit hour utilization of resources.
- Other recommended critical performance measurements.

11) EVALUATION, CONCLUSIONS AND RECOMMENDATIONS:

A. Develop and analyze various operational models for providing emergency services with the specific intent of identifying options that can deliver optimum levels of service, as identified in the previous components, for the most efficient cost.

B. Provide recommendations identifying the best long-range strategies for service delivery and the impacts associated with initiating them and maintaining them.

C. Identify trigger-points signaling the need for enhancements in emergency service delivery and administration, in addition to long-range options for resource deployment that will improve each department's level of service for identified performance objectives and targets. Specific recommendations should include, but are not limited to:

- Deployment benchmarks for high and low acuity calls.
- Specific trigger-points (e.g., unit hour utilization and workload) signaling operational deployment and/or administrative enhancements may be needed.
- Outcomes to be achieved from operational and administrative enhancements (e.g., improved response times for time/life critical calls).
- Potential challenges of enhancements (e.g., cost).

D. Evaluate and assess the management/administrative staffing, resources and capabilities within each of the three agency fire departments. The management/administrative assessment should include, but is not limited to, a focus on the staffing, capabilities and workflows of the following areas:

- Fire Department Administration
- Fire Prevention Division (Community Risk Reduction)
- Training Division
- Emergency Medical Services Division

12)WRITTEN DRAFT REPORT:

Develop and produce a written Draft report document for review and comment. The Draft report should include:

- An executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Detailed narrative analysis of each report component, structured in easy to read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- Clearly designated recommendations highlighted for easy reference.
- Supportive charts, graphs, and diagrams, where appropriate.
- Supportive maps, utilizing GIS analysis.
- Appendices, exhibits, and attachments, as appropriate.

13)FINAL STANDARDS OF COVER ASSESSMENT DOCUMENT:

Produce and deliver a final Standards of Cover Assessment document after completing all necessary revisions to the above draft document. The final report document shall be provided to all three cities/fire departments in the following manner:

- Each city/fire department will receive 35 publication-quality, bound copies of the final written report.
- Digital copies will also be provided to each of the three cities/fire departments.

EMS STUDY - SCOPE OF WORK

The primary objective for the emergency medical services (EMS) Study is to determine the most effective, efficient and sustainable EMS deployment and response system for each of the three cities partnering on the Standard of Coverage and for the Tri-Cities region. The current EMS delivery model has been in place for over 30 years. A number of questions exist around whether or not the model presently used should continue to be the model used in the future. The three municipalities are interested in taking a fresh look at the emergency medical delivery and transport model in order to determine if there is a model that would better serve our region.

Some of the key elements this portion of the project should examine include but are not limited to:

- An overview of the emergency medical service delivery and transport system that is presently in place.
- An evaluation of the current dispatch codes/priority categorization that is used.

- Provide information on what is presently in place.
- Offer recommended changes that will assist with ensuring the right number and type of resources (people and apparatus) are deployed on each call type.
- A historical look at the makeup of the emergency medical calls that occur within each of the three municipalities.
 - What percentage of the calls required Basic Life Support (BLS) care and transport?
 - What percentage of the calls required Advance Life Support (ALS) care and transport?
- An examination of the present response time goals established in each of the three municipalities for emergency medical calls.
 - A review of what the actual historical performance has been in comparison to the standard that is presently in place.
 - Recommendations for what the response standard should be for medical calls (low acuity vs. high acuity).
- An exploration of what the payer mix is in each of the three municipalities.
- A comparison of the revenue sources for each of the three municipalities including:
 - The payer mix that exists within each of the three municipalities.
 - The ambulance utility fund rate that is presently in place within each of the three municipalities.
 - The money collected from the Ground Emergency Medical Transport (GEMT) Program.
- Recommendations on the emergency medical system treatment and transport model (s) the three municipalities and Tri-City region should consider using that include:
 - The benefits and challenges associated with adopting each model.
 - Recommendations on potential funding and cost sharing models that would support the recommended treatment and transport models.
 - Information on the estimated cost and revenue/funding impacts associated with the implementation of recommended changes.
- An evaluation of the dispatch codes/priority categorization presently used.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-23, Approving the Final Plat of Skyline South

Department/Office
Development Services

Ordinance/Resolution Number:
2023-23

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-23, giving final approval to the plat of Skyline South and authorizing the City Manager to sign the same for recordation.

Summary:

Spink Engineering, LLC, on behalf of Dennis Sawby Construction, LLC, seeks final plat approval of the Skyline South development. Specifically, the application is to divide 9.8 acres into 54 residential lots and four (4) tracts near the intersection of Queensgate Drive and Skyline Drive. The preliminary plat of Skyline South was approved by the Richland Hearing Examiner on June 17, 2020. A State Environmental Policy Act (SEPA) review was completed in October of 2019, and a Determination of Non-Significance (DNS) was issued by the City in January of 2020.

Of note, each housing unit built pursuant to the final plat will include an emergency sprinkler system as required by the Richland Fire Marshal.

Approving Resolution No. 2023-23 authorizes the City Manager to sign the plat, which is then eligible for recordation in the Benton County Auditor's Office. Once duly recorded, the 54 lots created by this platting action can be sold for future residential construction.

Staff recommends adoption of Resolution No. 2023-23.

Fiscal Impact:	Final plat approval will foster the creation of 54 new lots available for residential construction. Construction on the new lots will increase the City's tax base by way of increasing the total assessed value, while also increasing demand for city services.
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Attachments:

I. Resolution No. 2023-23

RESOLUTION NO. 2023-23

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
APPROVING THE FINAL PLAT OF SKYLINE SOUTH SUBJECT
TO THE CONDITIONS OF APPROVAL IN RICHLAND HEARING
EXAMINER'S REPORT NO. S2020-102.**

WHEREAS, on May 11, 2020, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of the Skyline South subdivision as submitted by Spink Engineering; and

WHEREAS, on June 17, 2020, the Richland Hearing Examiner issued Report No. S2020-102 in which he granted conditional approval of the preliminary plat of Skyline South; and

WHEREAS, the public improvements required for the final plat of Skyline South, consisting of 54 lots and 4 Tracts on 9.8 acres, have been constructed in accordance with the conditions of approval contained in Richland Hearing Examiner's Report No. S2020-102.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Skyline South, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the conditions of approval contained in Richland Hearing Examiner's Report No. S2020-102, attached hereto and incorporated herein as **Exhibit B**.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

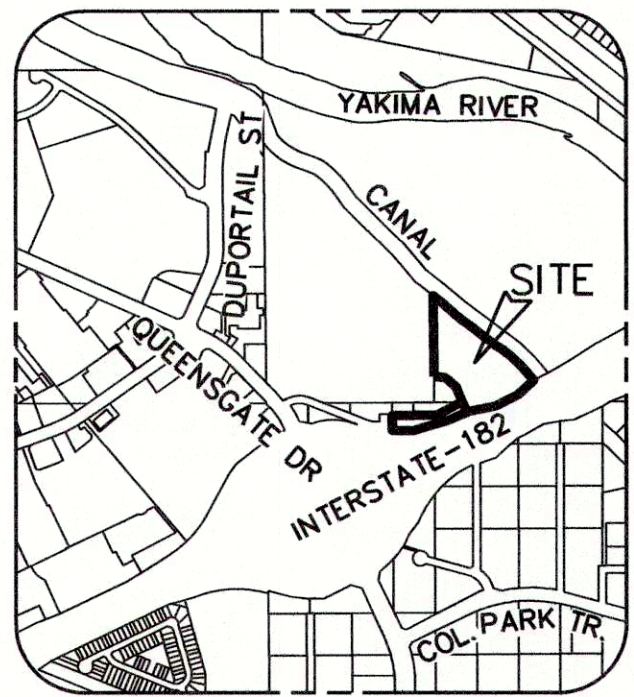
Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

THE FINAL PLAT OF
SKYLINE SOUTH

S.W. 1/4 OF SEC. 15, T.09N., R.28E., W.M.,
& THE N.W. 1/4 OF SEC. 22, T.09N., R.28E. W.M.
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

RIGHT-OF-WAY AND EASEMENT NOTES

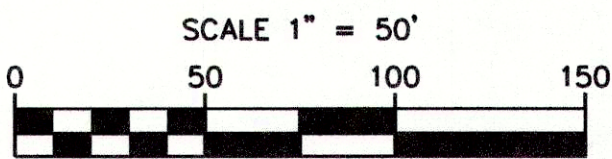
- ① = HEREBY DEDICATED RIGHT-OF-WAY
- ② = DEDICATED PUBLIC UTILITY EASEMENT
- ③ = DEDICATED PUBLIC STORM EASEMENT
- ④ = DEDICATED SEWER EASEMENT
- ⑤ = DEDICATED PRIVATE ACCESS EASEMENT, BEFITTING LOT 1 OF SHORT PLAT 1-2925
- ⑥ = DEDICATED PRIVATE ACCESS EASEMENT, BEFITTING LOT 2 OF SHORT PLAT 1-2925 AND LOT 1 OF SHORT PLAT 1-2926
- ⑦ = HATCHED AREA DEPICTS A PORTION OF THE SEWER EASEMENT AS DEDICATED ON SHORT PLAT 1-2926 TO BE HEREBY VACATED BY THIS PLAT

LEGEND

- = SET 5/8" REBAR W/BUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- = FOUND AS INDICATED
- GBW ● = FOUND 5/8" REBAR MARKED "GBW 30440"
- JAB ● = FOUND 5/8" REBAR MARKED "JAB 21384"
- PERMIT ● = FOUND 5/8" REBAR MARKED "PERMIT 13173"
- (NS) ● = NOT FOUND OR SET
- = SET CASED BRASS CAP LS46886
- = FOUND CASED MONUMENT AS INDICATED
- [///] = ADDRESSES
- UTIL = UTILITY
- ESMT = EASEMENT
- (XXX) = RECORD DIMENSION WSDOT PLANS
- = POWER POLE W/ GUY WIRE
- = POWER LINE OVERHEAD
- = FENCE
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE

INDEX

1/4	SEC	T.	R.
15	09N	28E	
22	09N	28E	



SCALE 1" = 50'

BASIS OF BEARING
WA STATE GRID
NAD 83 SOUTH ZONE
PER C.O.R. CONTROL

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ MINUTES PAST _____ M., AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.

BENTON COUNTY AUDITOR

DEPUTY

FEE NO.

FINAL PLAT FOR
DENNIS SAWBY



**STRATTON SURVEYING
& MAPPING P.C.**

313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
www.strattonsurveying.com

5420FP1.DWG

© 2023

DATE: 01/03/23

SHT. 1 OF 2

DRAWN BY: DCI

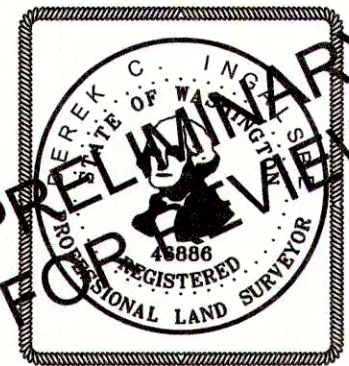
JOB # 5420

SURVEYOR'S CERTIFICATE:

I, DEREK C. INGALSBE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "SKYLINE SOUTH", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALSBE LS46886

DATE



LOT 3 OF THE SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS, AT
PAGE 2925, RECORDS OF BENTON COUNTY, WASHINGTON.

LOT 2 OF THE SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS, AT
PAGE 2926, RECORDS OF BENTON COUNTY, WASHINGTON.

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

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY, UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME, SKYLINE SOUTH.

DENNIS SAWBY CONSTRUCTION LLC

SIGNED _____ TITLE _____ DATE _____

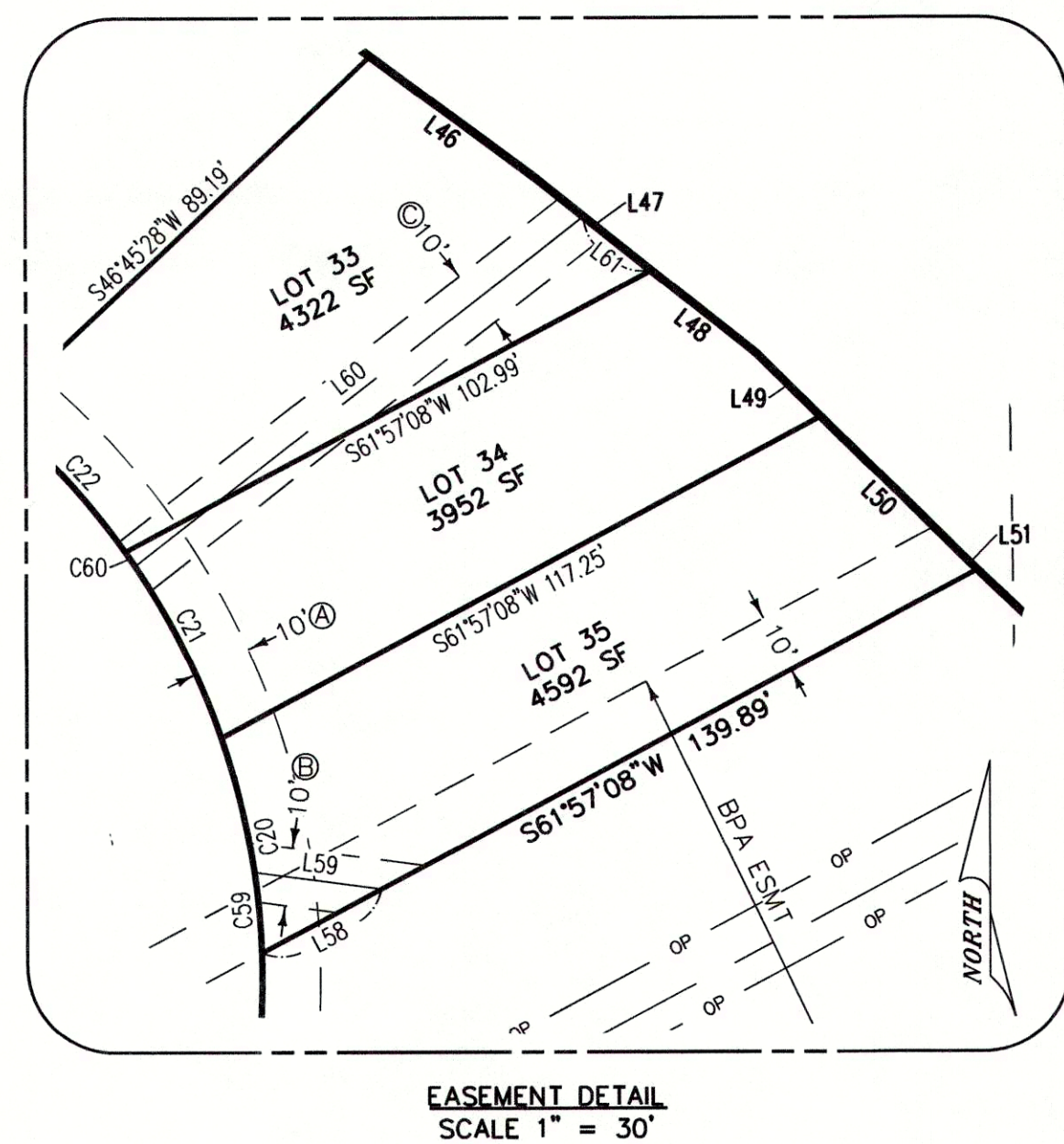
STATE OF _____
COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE
INSTRUMENT AND ACKNOWLEDGED IT AS THE _____
OF _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY
FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

PRINTED NOTARY PUBLIC

SIGNED NOTARY PUBLIC MY APPOINTMENT EXPIRES



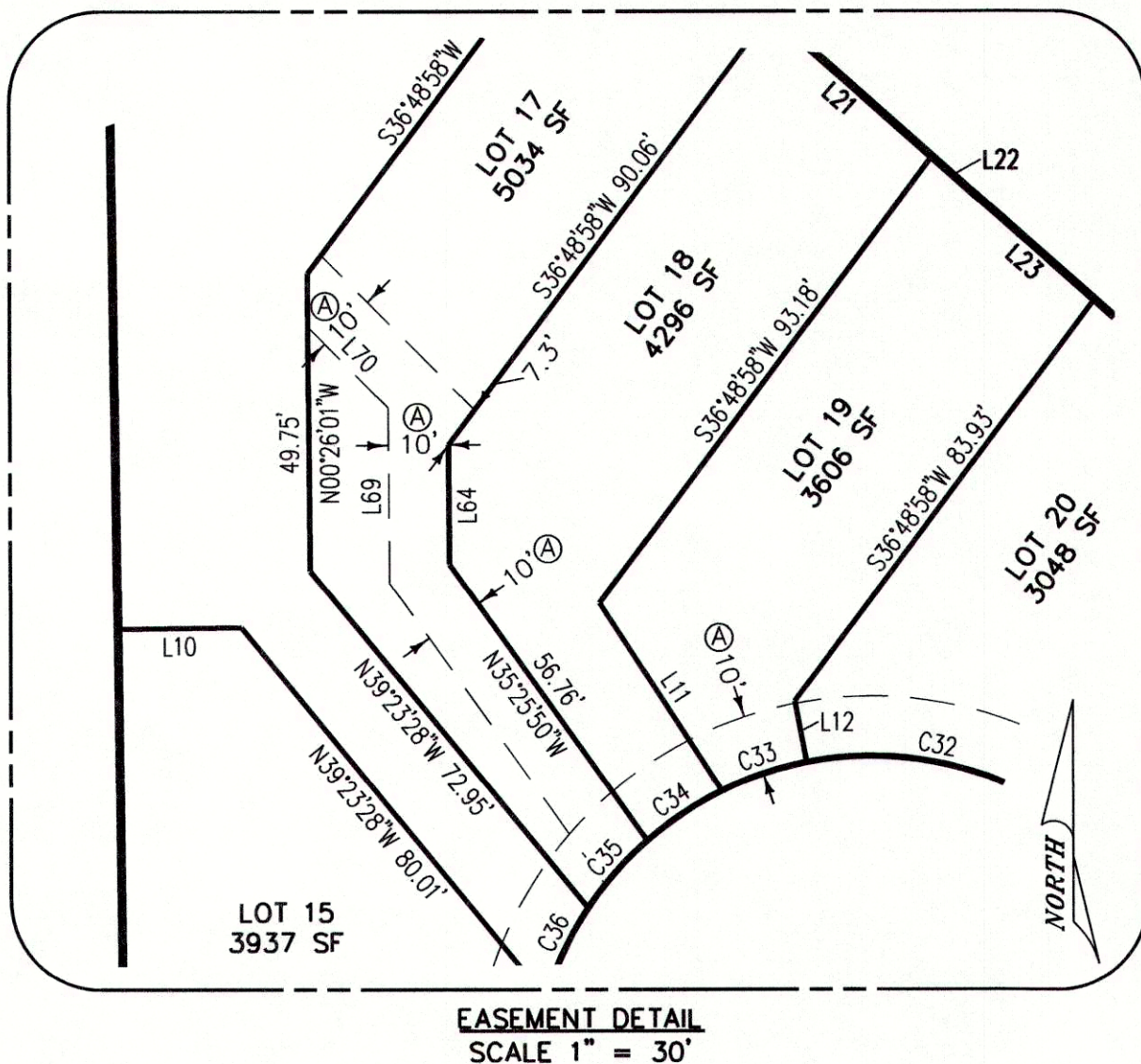
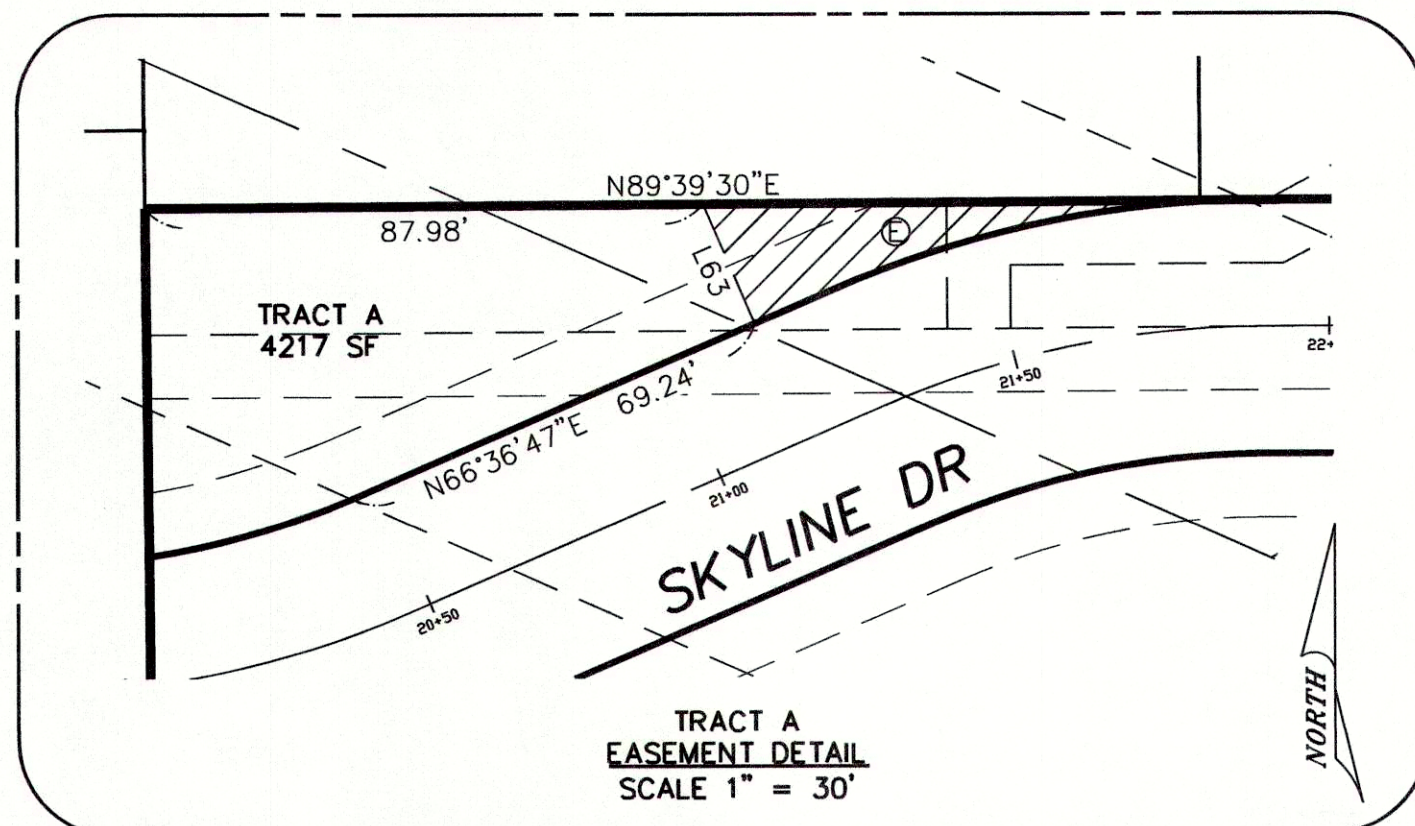
- WSDOT PLANS, GOOSE GAP TO ROAD 68, DATED 1978
- RECORD OF SURVEY VOL 1, PAGE 1638
- RECORD OF SURVEY VOL 1, PAGE 2926
- RECORD OF SURVEY VOL 1, PAGE 4409
- SHORT PLAT VOL 1, PAGE 2925
- BADGER HEIGHTS SUBDIVISION

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83 (11). PER THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 1676, 1676 AND 1668 CONTROL POINTS, PROJECTED TO GROUND AT POINT 1668.

GROUND DISTANCES ARE SHOWN HEREON.

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE TITLE SEARCH REPORT PREPARED BY CASCADE TITLE COMPANY, ORDER NUMBER 62241800251, DATED 02/12/18, OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.

2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.



BEARING	DISTANCE	PLAT CLOSURE			
		NORTH	SOUTH	EAST	WEST
S89°49'07"E	162.53	0.0000	0.5148	162.5292	0.0000
N73°40'19"E	296.31	83.3039	0.0000	284.3591	0.0000
N66°47'12"E	172.61	68.0354	0.0000	158.6361	0.0000
N78°15'19"E	206.15	41.9624	0.0000	201.8340	0.0000
N64°31'09"E	200.00	86.9862	0.0000	180.0928	0.0000
N47°31'12"E	173.61	117.2446	0.0000	128.0396	0.0000
N41°36'37"W	100.05	74.8053	0.0000	0.0000	66.4392
N42°30'09"W	46.64	34.3853	0.0000	0.0000	31.5110
N46°20'45"W	49.49	34.1632	0.0000	0.0000	35.8070
N45°21'00"W	49.81	35.0052	0.0000	0.0000	35.4355
N51°22'04"W	48.37	30.1983	0.0000	0.0000	37.7851
N53°35'34"W	50.95	30.2399	0.0000	0.0000	41.0055
N57°56'06"W	55.38	29.4002	0.0000	0.0000	46.9316
N52°19'28"W	56.61	34.5995	0.0000	0.0000	44.8059
N54°46'27"W	58.45	33.7140	0.0000	0.0000	47.7469
N51°44'03"W	55.65	34.4647	0.0000	0.0000	43.6933
N50°59'06"W	53.50	33.6796	0.0000	0.0000	41.5685
N54°19'32"W	51.75	30.1795	0.0000	0.0000	42.0388
N54°48'19"W	58.57	33.7573	0.0000	0.0000	47.8633
N50°59'21"W	60.73	38.2276	0.0000	0.0000	47.1888
N48°39'54"W	51.31	33.8883	0.0000	0.0000	38.5266
N48°29'04"W	57.02	37.7942	0.0000	0.0000	42.6952
N49°22'39"W	49.20	32.0328	0.0000	0.0000	37.3435
N51°46'32"W	55.99	34.6435	0.0000	0.0000	43.9853
N50°11'51"W	29.26	18.7306	0.0000	0.0000	22.4791
S00°40'52"E	635.78	0.0000	635.7351	7.5577	0.0000
S84°18'35"E	89.15	0.0000	8.8394	88.7107	0.0000
S50°31'40"E	106.21	0.0000	67.5182	81.9869	0.0000
S23°46'46"E	137.55	0.0000	125.8726	55.4625	0.0000
S89°39'30"W	12.73	0.0000	0.0759	0.0000	12.7298
S61°57'08"W	219.39	0.0000	103.1590	0.0000	193.6238
S89°39'30"W	349.12	0.0000	2.0823	0.0000	349.1338
S00°32'29"E	117.65	0.0000	117.6447	1.1117	0.0000
		1061.441	1061.442	1350.320	1350.318

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	10.31	N25°39'56"E
L2	15.41	N26°05'15"W
L3	22.33	N00°32'29"W
L4	55.01	N00°32'29"W
L5	12.73	S89°39'30"W
L6	21.31	N23°46'46"W
L7	15.96	S50°31'40"E
L8	9.39	S84°18'35"E
L9	16.68	N84°18'35"W
L10	20.63	S89°19'08"W
L11	37.49	N32°55'09"W
L12	10.43	N10°53'26"W
L13	17.30	N53°11'02"W
L14	36.00	S28°02'52"E
L15	36.00	S28°02'52"E
L16	29.26	S50°11'51"E
L17	55.99	S51°46'32"E
L18	23.57	S49°22'39"E
L19	25.63	S49°22'39"E
L20	10.46	S48°29'04"E
L21	36.12	S48°29'04"E
L22	10.44	S48°29'04"E
L23	25.68	S48°39'54"E
L24	25.63	S48°39'54"E
L25	12.45	S50°59'21"E
L26	42.39	S50°59'21"E
L27	5.89	S50°59'21"E
L28	30.63	S54°48'19"E
L29	27.94	S54°48'19"E
L30	8.07	S54°19'32"E
L31	36.01	S54°19'32"E
L32	7.67	S54°19'32"E
L33	28.35	S50°59'06"E
L34	25.15	S50°59'06"E
L35	10.88	S51°44'03"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C32	35.49	57.00	35°40'40"	N83°03'06"W	34.92
C33	15.05	57.00	15°07'31"	S71°32'48"W	15.00
C34	15.04	57.00	15°07'07"	S56°25'29"W	15.00
C35	15.03	57.00	15°06'12"	S41°18'49"W	14.99
C36	16.64	57.00	16°43'28"	S25°23'59"W	16.58
C37	16.04	57.00	16°07'32"	S08°58'29"W	15.99
C38	36.65	57.00	36°50'37"	S17°30'35"E	36.03
C39	7.82	25.00	17°55'02"	N26°58'23"W	7.79
C40	7.56	25.00	17°20'00"	N09°20'52"W	7.53
C41	22.93	127.00	10°20'40"	S05°51'12"E	22.90
C42	32.69	127.00	14°44'53"	S18°23'58"E	32.60
C43	31.49	127.00	14°12'20"	S32°52'35"E	31.41
C44	23.38	127.00	10°32'55"	S45°15'12"E	23.35
C45	28.93	73.00	22°42'20"	N39°10'30"W	28.74
C46	42.39	73.00	33°16'14"	N11°11'13"W	41.80
C47	14.59	73.00	11°26'56"	N11°10'22"E	14.56
C48	30.62	77.00	22°46'54"	S05°30'23"W	30.42
C49	25.27	20.00	72°23'51"	N30°18'51"E	23.62
C50	34.13	15.00	130°23'03"	S48°17'41"E	27.23
C51	58.63	127.00	26°27'00"	N03°40'20"E	58.1
C52	36.71	127.00	16°33'38"	N17°49'59"W	36.58
C53	36.34	127.00	16°23'11"	N34°18'38"W	36.22
C54	17.78	127.00	8°01'11"	N46°31°04"W	17.76
C55	5.02	73.00	3°56'11"	S48°33'35"E	5.01
C56	58.49	73.00	45°54'37"	S23°38'11"E	56.94
C57	37.48	20.00	107°22'10"	S53°00'13"W	32.23
C58	25.64	73.00	20°07'40"	N63°14'52"W	25.51
C59	13.96	127.00	6°17'50"	N05°07'46"W	13.95
C60	2.95	127.00	1°19'48"	N34°42'30"W	2.95
C61	14.46	150.00	5°31'27"	N85°12'06"E	14.46

LINE TABLE		
LINE	LENGTH	DIRECTION
L36	36.51	S51°44'03"E
L37	8.26	S51°44'03"E
L38	28.25	S54°46'27"E
L39	30.20	S54°46'27"E
L40	5.81	S52°19'28"E
L41	36.00	S52°19'28"E
L42	14.79	S52°19'28"E
L43	21.28	S57°56'06"E
L44	34.10	S57°56'06"E
L45	15.31	S53°35'34"E
L46	35.64	S53°35'34"E
L47	25.30	S51°22'04"E
L48	23.07	S51°22'04"E
L49	15.51	S45°21'00"E
L50	34.30	S45°21'00"E
L51	3.43	S46°20'45"E
L52	46.06	S46°20'45"E
L53	46.64	S42°30'09"E
L54	8.44	S50°31'40"E
L55	12.38	S50°31'40"E
L56	10.53	S50°31'40"E
L57	10.39	S00°40'52"E
L58	23.34	N61°57'08"E
L59	22.04	S82°22'54"E
L60	98.14	N52°09'28"E
L61	14.99	S51°22'04"E
L62	0.04	S21°46'42"W
L63	20.53	S23°23'13"E
L64	19.95	N00°26'01"W
L65	34.78	N87°57'49"E
L66	70.30	N87°57'49"E
L67	42.47	N00°32'29"W
L68	75.18	N00°32'29"W
L69	29.40	N00°26'01"W
L70	19.06	N44°37'56"W

S.W. 1/4 OF SEC. 15, T.09N., R.28E., W.M.,
& THE N.W. 1/4 OF SEC. 22. T.09N., R.28E. W.M.
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON

1. TRACTS A, B AND C ARE RETAINED BY THE OWNER OF RECORD FOR FUTURE DEVELOPMENT.
2. TRACT D IS HEREBY DEDICATED TO THE CITY OF RICHLAND FOR THE USE OF STORM WATER RETENTION.

1. ADDRESSES SHOWN IN BRACKETS ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND. ZIP CODE: 99352.
2. PARK DEDICATION AND/OR FEES SHALL BE REQUIRED IN ACCORDANCE WITH RICHLAND MUNICIPAL CODE CHAPTER 22.12 PRIOR TO ISSUANCE OF BUILDING PERMITS WITHIN THIS SUBDIVISION.
3. ALL LOT OWNERS SHALL MAINTAIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
4. ALL SIDEWALKS INSTALLED IN THE PLAT OF SKYLINE SOUTH THAT ARE ADJACENT TO CITY STREETS SHALL BE 5-FEET WIDE.
5. CENTRALIZED DELIVERY UNITS (CBU/MAILBOX) TO BE INSTALLED PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
6. THE SKYLINE SOUTH PLAT LIES WITHIN THE BOUNDARY OF THE RICHLAND CITY PLAT 12.03. FINANCIAL PLAN (RMC 12.03). AS SUCH, EACH DWELLING PERMIT WITHIN THE PLAT SHALL THEREFORE BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN FOR ANY PHASE SUBMITTED FOR APPROVAL.
7. THE SOUTH SIDE OF SKYLINE DRIVE FROM THE INTERSECTION OF SKYLINE DRIVE TO 540-FEET EAST IS DESIGNATED AS "NO PARKING".
8. THE CITY OF RICHLAND'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING OR OTHER AESTHETIC IMPROVEMENTS. THE HOMEOWNERS CAN MAINTAIN THE LANDSCAPING WITHIN THE POND IF THEY DESIRE.

THE PLAT SKYLINE SOUTH, IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON. ANY EXISTING EASEMENTS LYING WITHIN THE BOUNDARIES OF THIS PLAT THAT ARE UNDER THE JURISDICTION OF THE CITY AND NOT SHOWN HEREON ARE HEREBY RELINQUISHED.

CITY ENGINEER, RICHLAND _____ DATE _____

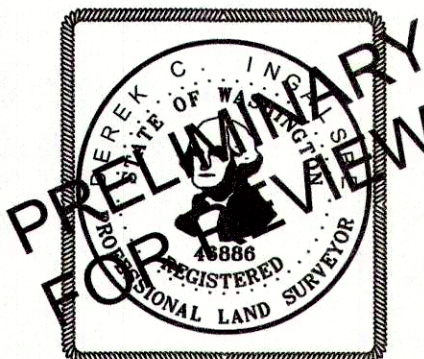
CITY MANAGER, RICHLAND _____ DATE _____

CLERK, CITY OF RICHLAND DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE
BEEN PAID TO AND INCLUDING THE YEAR_____ PARCEL NOS.
115983012926002, 122982012926002 & 122982012925003

TREASURER, BENTON COUNTY _____ DATE _____

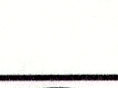
ATTEST: _____
BENTON COUNTY ASSESSOR _____ DATE _____



FILED FOR RECORD THIS _____ DAY OF
_____, 20__ AT _____ MINUTES PAST _____
_____, M., AND RECORDED IN VOLUME _____ OF
PLATS PAGE _____, AT THE REQUEST OF
AARON A. DYCK, P.L.S.

DEREK C. INGALSBE, P.L.S.

DEPUTY _____ FEE NO. _____

FINAL PLAT FOR DENNIS SAWBY	
	STRATTON SURVEYING & MAPPING P.C.
313 NORTH MORAIN STREET KENNEWICK, WA 99136 (509) 735-7364 FAX: (509) 735-6560 www.strattonsurveying.com	
5420FP1.DWG	© 2023
DATE: 01/03/23	SHT. 2 OF 2
DRAWN BY: DCI	JOB # 5420



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

**FINDINGS, CONCLUSIONS AND
DECISION APPROVING
PRELIMINARY PLAT OF SKYLINE SOUTH**

FILE NUMBER: S2020-102

APPLICANT: SPINK ENGINEERING, APPLICANT, ON BEHALF OF
DENNIS SAWBY, OWNER

APPLICATION: TO SUBDIVIDE 9.79-ACRES INTO 54 SINGLE FAMILY RESIDENTIAL LOTS AND
FOUR TRACTS, WITH ASSOCIATED INFRASTRUCTURE IMPROVEMENTS,
REQUIREMENTS TO PAY APPLICABLE IMPACT FEES, AND OTHER CONDITIONS
REQUIRED BY CITY DEVELOPMENT REGULATIONS

LOCATION: A TRIANGULAR SHAPED SITE COMPRISED ON THREE PARCELS LOCATED
NORTH OF INTERSTATE 182, EAST OF HILLS MOBILE HOME PARK, WITH A
COLUMBIA IRRIGATION DISTRICT CANAL RUNNING ALONG THE SITE'S
DIAGONAL NORTHERN BOUNDARY. A LARGE BONNEVILLE POWER
EASEMENT FOR HIGH TRANSMISSION POWER LINES EXTENDS ACROSS THE
SOUTHERN PORTION OF THE SITE AND COMPRISES MOST OF PROPOSED
TRACTS A, B, C AND D.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS. 115983012926002,
122982012926002, AND 122982012925003.

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

SUMMARY OF DECISION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF DECISION: JUNE 17, 2020

I. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “Skyline South” Preliminary Plat, File No. S2020-102, dated May 11, 2020;

1. Application materials;
2. Deviation Request;
3. Critical Areas Report;
4. Traffic Impact Analysis;
5. Preliminary Plat map and related drawings;
6. Public Notices and materials confirming same;
7. SEPA Environmental Checklist and Determination of Non-Significance issued for the proposal;
8. Written comments submitted by agencies and members of the public;
9. Phasing request from the applicant, in the form of an email from Mr. Spink dated May 11th;
10. Revised Preliminary Plat map, showing two potential phases for the project, received by the Examiner on May 14th (*This item is a post-hearing exhibit, submitted in accord with direction provided by the Examiner during the public hearing*).

On the record during the public hearing, the Examiner held the record open through May 22nd, to allow for additional discussion between the applicant and city staff, and potential comment on the phasing issue raised in the public hearing. Only one item was received during this time period, included as Ex. 10.

Testimony/Comments: The following persons were sworn and provided testimony under oath at the open-record hearing:

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Steve Spink, PE, project engineer for the project, served as the applicant’s primary representative during the public hearing;
3. Jon Vetter, local resident; and
4. Jeff Osborn, local resident, written comment included as part of Ex. 8

II. APPLICABLE LAW.

This application for preliminary plat approval was filed and vested under City of Richland development regulations in effect as of February 7, 2020. Amendments to the city’s plat review process included in Ordinance No. 51-19 took effect on, and apply to applications filed after,

November 11, 2019. (*Ord. No. 51-19, Sec. 11, and publication date noted on page 9, explaining effective date as the day following publication, which occurred on Nov. 10, 2019*). While the final decision-maker in the process changed, the substantive approval criteria remain unchanged. So, under applicable provisions of the Richland Municipal Code (RMC), this preliminary plat¹ application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a written Decision. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a decision of approval or disapproval. The same provision of the city's code (RMC 24.12.050(A)) provides that any approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

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

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

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

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

¹ In this Decision and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Decision, they do not.

² "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. []" RCW 58.17.110(2).

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

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

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

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

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

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

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

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

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

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

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

III. ISSUE PRESENTED.

Whether substantial evidence demonstrates that the applicant has satisfied its burden of proof to satisfy the criteria for preliminary plat approval, with the requested deviation from city roadway standards for a segment of new street that is impacted by existing Bonneville Power facilities on the site?

Short Answer: Yes, subject to conditions.

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Decision approving the Skyline South Preliminary Plat and the applicant's Deviation Request, as set forth below.

IV. FINDINGS of FACT.

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

Project Description.

4. Spink Engineering submitted the pending application on behalf of the property owner, Dennis Sawby, to subdivide property located in the City of Richland, accompanied by a Deviation request from otherwise applicable road width standards for a portion of new roadway impacted by existing Bonneville Power high voltage overhead power poles. (*Ex. 1, Preliminary Plat Application; Ex. 2, Deviation Request letter from Applicant, dated Feb. 6, 2020*). Staff deemed the application materials complete for purposes of vesting on February 7, 2020 and issued the first of several notices informing the public of the pending application and public hearing on February 24, 2020. (*Staff Report, page 9; Ex. 6, public hearing notices and confirmation materials*). Given the ongoing Covid-19 public health emergency, this matter was rescheduled several times, meaning that owners of property located within 300-feet of the proposed plat received three separate notices regarding the application and public

hearing, each extending the time period for public comment. (*Ex. 6, public notices and confirmation materials; Testimony of Mr. Stevens*).

5. The proposed subdivision would divide approximately 9.8-acres into a development site with 54 single family residential lots and four tracts, to be known as the Skyline South Preliminary Plat. The proposed plat will be served by City utilities, include new public street extensions and improvements serving the site, and comply with city development regulations mandating curbs, gutter and sidewalks on most public rights-of-way. (*Staff Report, pages 9-11, Exhibits 5 and 10, original and updated Preliminary Plat illustrations; Ex. 1, application materials*).
6. The Staff Report explains that the applicant indicates the new lots will be developed with attached single-family dwellings, commonly known as townhomes. (*Staff Report, page 6*). The City's R-3 zoning standards for the property impose a 3,000 sq.ft. minimum lot size for attached single-family dwellings. (*See RMC 23.18.040, captioned "Site requirements for residential use districts"*). Proposed lot sizes for the Skyline South Preliminary Plat range from 3,006 sq.ft. to 9,781 sq.ft. (*Staff Report, page 2*). The dimensional standards (setbacks and the like) for the proposed plat are summarized on page 6 of the Staff Report.

SEPA Compliance.

7. *Exhibit 7* includes the Environmental Checklist submitted by the applicant for project and the City's Determination of Non-Significance (DNS) issued on March 26, 2020. No one submitted comments regarding the DNS. Several agencies submitted written comments regarding the application, all of which were considered and addressed by Staff, but no one questioned or challenged the SEPA DNS issued for this project. (*Staff Report, page 11; Agency comments, included as part of Ex. 8*). No one appealed the SEPA threshold determination issued for the project. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements, and stands unchallenged for purposes of this Decision.

Public Hearing.

8. The open-record public hearing for the application occurred on May 11, 2020, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. The Examiner is familiar with the site conditions and those of the surrounding area, having visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat.
9. For the reader's convenience, a copy of the proposed Preliminary Plat of Skyline South, as revised by the applicant to show two possible phases (*Ex. 10*), is provided below:

13. Given the project's location, adjacent to a Biodiversity Corridor shown on state Department of Fish and Wildlife Priority Habitat Species mapping, the applicant submitted a Critical Areas Report for the site, included in the record as *Exhibit 3*. The Critical Areas Report was prepared by qualified professionals from the TerraGraphics Environmental Engineering firm and stands un rebutted and unchallenged. Mr. Stevens testified that the report showed no negative impacts should result from the project. The Staff Report, at page 6, explains that no mitigation measures are necessary to address potential impacts on the Biodiversity Corridor.
14. The Critical Areas Report includes several key findings, including without limitation: a) There are no Priority Species and Habitat (PHS) issues at the Skyline South site (Ex. 3, at page 13); b) There are no significant impacts to critical fish and wildlife habitat and conservation at the Skyline South site (Ex. 3, at page 14); c) there are no wetlands present on the site; and d) although the closest wetland is within 300 ft of the Skyline South site, based on the site topography and the presence of the irrigation canal and adjacent access road, site activities will result in no significant impact to adjacent wetlands. (*Ex. 3, at pages 14 and 15*).
15. The Critical Areas Report includes recommended Best Management Practices (BMPs) that should be implemented and observed throughout the development process in order to limit stormwater impacts on adjacent properties and facilities, particularly the irrigation canal. (*Ex. 3, at page 14*). It also includes geotechnical recommendations that should be observed, given some slopes exceeding 15% on the site. Conditions of approval have been included to implement relevant recommendations included in the Critical Areas Report. (*See Condition of Approval "D", which reads: "The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and/or amended by the City; and Building Conditions based on Geotechnical Report recommendations*).
16. On behalf of the applicant, Mr. Spink, requested permission to develop the proposed plat in two phases. The Examiner held the record open so Mr. Spink could submit a revised plat drawing, showing the phasing he proposed. A copy of the revised plat map is now included in the record as *Exhibit 10*.
17. Mr. Spink also questioned proposed condition 20, requiring roads to intersect at an angle consistent with city design standards and code requirements. Mr. Stevens objected to any changes to such condition, because it was never raised as a formal Deviation Request.
18. The Examiner concurs with staff. As explained below, the city's code has a specific process that applicants must follow in order to obtain approval of a deviation from otherwise applicable subdivision standards. *See RMC 24.24.040*. Unlike the road-width standard for which the applicant submitted a written deviation request, the applicant failed to request a deviation from requirements set forth in condition 20 as part of the application materials. Asking for such relief at the last minute during the public hearing must be rejected. The matter was never the subject of any written application for a deviation on the topic, so it was

not subjected to the formal review and analysis required before it could be considered by the Hearing Examiner concurrently with the subdivision application. Accordingly, condition 20 will be included as proposed.

19. Mr. Spink also directed attention to proposed condition 61, requiring a qualified monitor onsite for ground disturbing activities, to comply with applicable state laws that protect archaeological and cultural resources. To fully understand the issue, the Examiner reviewed the entire record, particularly the written comment letter from the Washington Department of Archaeology & Historic Preservation, included in the Record as part of *Exhibit 6*.
20. The DAHP comment letter explains that the proposed project area has a high potential for archaeological resources, due, in part, to “the proximity of the proposed project area to the Yakima River, a resource known to have been important to both historic and prehistoric people. Additionally, several previously recorded archaeological sites are located near or directly adjacent to the proposed project area, suggesting that other cultural resources may be present.” The letter continues by emphasizing that “the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we (DAHP) recommend a professional archaeological survey of the project area be conducted prior to ground disturbing activities. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.”
21. Proposed Condition No. 61 would only require onsite monitoring during ground disturbance activities. This is insufficient to satisfy the compelling concerns raised by state officials in the DAHP comment letter.
22. To properly address concerns raised by DAHP, Condition 61 has been amended to require that a professional archaeological survey of the project area must be conducted and a report discussing any findings must be submitted to the City for its review and approval prior to ground disturbing activities on the Skyline South project site. Further, before undertaking any ground disturbance activities on the project site, the applicant must submit written confirmation of consultation(s) it has undertaken with local Tribes' cultural committees and staff regarding cultural resource issues. The Planning Manager shall have authority to impose additional conditions that are consistent with those recommended based on the archaeological survey of the project area and/or consultation with local Tribe(s).
23. Evidence in the record supports the revised condition 61, and the condition is consistent with requirements for similar projects that also have the high potential for uncovering archaeological or cultural resources during ground disturbing activities. Rather than being more onerous for the applicant, the results of a site-specific archaeological survey of the project area could find that there are no resources on site that would necessitate on-site monitoring, or that monitoring should be limited to only a certain portion of the property. In any event, and without pre-judging the results of the survey, it should be and is required as a condition of approval in order to prevent the destruction of any archaeological resources

and to avoid potentially costly construction delays for the applicant that could result from an inadvertent discovery of cultural resources on the property.

24. During the public hearing, two local residents, Mr. Vetter and Mr. Osborne, expressed their concerns with possible traffic impacts on surrounding streets, too much density, BPA poles as a hazard for drivers, and other potential infrastructure impacts. Mr. Stevens and Mr. Spink were provided an opportunity to respond to public comments.
25. Comments made at the public hearing are fully addressed in the analysis provided in the Staff Report, and specific conditions of approval for this project, which are intended to ensure that the new plat complies with relevant city development regulations and will be in the public interest, among other things. Traffic considerations were fully analyzed in the Traffic Impact Analysis included in the Record as *Exhibit 4*. None of the public comments offered evidence of the sort that would serve as a basis to deny or add additional conditions to this project.
26. The Staff Report, at page 10, explains that the proposed plat is located outside the boundaries for both the Badger Mountain Irrigation District and the Kennewick Irrigation District. The Staff Report recommended that the plat should be conditioned to require the developer to install an irrigation water distribution system entirely separate from the City's domestic water system, and to obtain irrigation water from a source other than the City's domestic water system. (*See proposed Condition of Approval No. 35*). However, Staff accepted the applicant's clarification provided at the public hearing, directing attention to the map included in the City's code at RMC 18.06.080, Ex. A, which shows the site of the proposed Skyline South preliminary plat is not included in the area prohibited from using City water for irrigation purposes. Accordingly, proposed Condition No. 35 is stricken.
27. No one submitted any additional written comments after the hearing, as the record was held open through May 22nd and the hearing video was posted on the city's website for review by interested parties.

Deviation Request.

28. The Staff Report explains that City street standards normally require new plats similar to the pending matter to be designed and constructed with 34-foot wide street surfaces within 54-foot wide right-of-way. (*Staff Report, page 6*). As noted elsewhere in this Decision, there is no dispute that a large Bonneville Power easement runs through most of the southern portion of the proposed Skyline South plat. Inside this easement, there are several large poles supporting high voltage power lines running overhead. The Bonneville Power poles are placed in a manner that makes it virtually impossible to construct a full 34-foot wide street surface along the relatively narrow strip of land where the much larger and developable portion of the new plat will be connected with the city's existing street network on the far southwest corner of the proposed plat. (*See proposed plat maps, Exs. 5 and 10*).

29. Given these circumstances, the applicant submitted a written request for a deviation from this otherwise applicable street standard for new subdivisions of this sort. (*See Ex. 2, Deviation request from Mr. Spink, dated Feb. 6, 2020, referencing proposed deviation as a roadway standard variance*).
30. The applicant seeks approval of a Deviation that would authorize use of a narrower roadway through the portion of the plat impacted by the Bonneville Power easement. Specifically, the requested Deviation would allow the applicant to construct a 27-foot wide, 40-foot wide right-of-way, single frontage Local Street for approximately 550-feet, rather than a 34-foot wide roadway within a 54-foot wide right-of-way, built to a specific city standard – ST14. This segment of roadway would be constructed per City standard drawing ST14 and would include curb and gutter on both sides, a 5-foot wide sidewalk on the north side and would be posted with no parking signs on the south side. (*Staff Report, pages 6, 7; Ex. 2, Deviation request letter, with description of request; Exs. 5 and 10, proposed plat maps illustrating segment of roadway that would be developed with this narrower standard*).
31. RMC 24.24.040, captioned “Deviations”, empowers the Hearing Examiner to consider and approve deviations from otherwise applicable subdivision code requirements concurrently with an underlying subdivision application. The code reads as follows, with specific findings by the Examiner included under relevant passages in italics, explaining how the pending deviation request for a narrower roadway along the southwest portion of the Skyline South Preliminary Plat satisfies relevant approval criteria:

In specific cases, the hearing examiner may authorize deviations from the provisions or requirements of this title that will not be contrary to public interest; but only where, owing to special conditions pertaining to a specific subdivision, the literal interpretation and strict application of the provisions or requirements of this title would cause undue and unnecessary hardship. No such deviation from the provisions or requirements of this title shall be authorized by the hearing examiner unless the hearing examiner shall find that all of the following facts and conditions exist and until:

A. A written application for a deviation from subdivision standards, accompanied by an application fee as specified by the posted fee schedule, is submitted demonstrating all of the following: (*The applicant submitted a written request for this deviation in the form of a letter, included in the Record as Ex. 2. The Staff Report is silent on whether the applicant paid applicable fees for processing a deviation request, so if such fees are imposed by the city’s posted fee schedule and they have not been collected, they must be paid in full within 30 days of this Decision, or this Deviation approval shall be null and void*).

1. That special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands in the same area;

There is no dispute that the Bonneville Power easement and high-voltage transmission line poles present special conditions and circumstances peculiar

to the property included in this portion of the proposed plat, and that such conditions do not exist on most other lands in the surrounding area where there are no BPA easements or power poles.

2. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same area or as necessary for the reasonable and acceptable development of the property;

Given previously developed properties and public infrastructure surrounding the property included in this proposed plat, there is only one path of access practically available to serve the more developable portions of the plat. That access route is burdened by the BPA easement and power poles, making it virtually impossible to develop the roadway to the full 34-foot width normally required. Denial of the plat application because the access road is not 34-feet wide would deprive the applicant of the opportunity to move forward with the new subdivision of land, which is a reasonable and acceptable development of the property, and consistent with city Comprehensive Plan policies and zoning standards. The proposal to use a 27-foot wide roadway, built to another specific city standard with conditions to ensure emergency access (no parking signs on south side) can avoid any potential deprivation of otherwise available development rights on the property, and protect public health, welfare and safety.

3. That the special conditions and circumstances do not result from the actions of the applicant;

There is no dispute that the special conditions and circumstances at issue – i.e. the BPA easement and power poles – were not the result of any actions of the applicant or the current property owner.

4. That granting the deviation requested will not confer on the applicant any special privilege that is denied by this title to other lands in the same area;

Each written deviation request must stand on its own merits. This deviation request is based on special conditions and circumstances that do not exist on most other properties in the City of Richland. Approval of this deviation will not confer on the applicant any special privilege. The proposed 27-foot roadway width segment will be built consistent with city standards for such road width, and in compliance with International Fire Code standards.

5. That the deviation will not nullify the intent and purpose of the comprehensive plan or this title;

Quite the opposite: without approval of the requested deviation, it is likely that that the property included in this proposed plat could not be developed with

“high-density residential” uses, which would be inconsistent with the City’s Comprehensive Plan land use designation for the property and zoning assigned to same (R-3, Multi-Family Residential). The 7-foot road-width reduction (from 34 to 27) for the segment of roadway that is most impacted by the BPA easement and facilities will not nullify the intent and purpose of the City’s Comprehensive Plan or its subdivision code, but will instead allow the development to move forward in a manner that appropriately implements relevant Comprehensive Plan policies and city codes.

6. Deviations with respect to those matters requiring the approval of the city engineer may be granted by the hearing examiner only with the written recommendation of the city engineer.

The Staff Report (at page 8) confirms that the City’s Public Works Department reviewed and recommends approval of the requested deviation, which is partly reflected in Condition of Approval No. 18.

B. The hearing examiner shall hold an open record hearing to consider the deviation application concurrently with the subdivision application.

The written request for a deviation (Ex. 2) was considered by the Examiner during the open record public hearing concurrently with the underlying subdivision application. Other verbal requests for ‘flexibility’ on other codes and standards applicable to the proposed plat made by the applicant’s engineer at the public hearing must be rejected, because they were not raised in the manner required by RMC 24.24.040(A), addressed above.

32. As shown in findings provided above, the applicant’s Deviation request as explained in *Exhibit 2* and generally depicted on the proposed plat maps included in the Record as *Exhibits 5 and 10*, meets applicable review criteria and is hereby approved.
33. Approval of this deviation request should not in any way be construed as a future precedent supporting future requests for roadway design deviations of any sort, particularly those without special conditions and circumstances substantially similar to those present in this instance.

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

34. With 54 lots proposed on a 9.79-acre site, the Staff Report explains that the application is within the density limits for the site, which is designated for high-density residential development in the Comprehensive Plan (average of 15 units per acre) and located in the City’s R-3 Multi-Family Residential zone. The net residential density for the Skyline South plat would be 11.5 dwelling units per acre. Given that a large Bonneville Power easement for high transmission power lines extends across the southern portion of the project site and comprises most of proposed Tracts A, B, C and D (2.67-acres of land all together), the

proposed preliminary plat design seeks to maximize density potential on remaining portions of the property. (*Staff Report, pages 3, 4 and 5*).

35. The Staff Report explains that City utility services, like potable water, sanitary sewer, and electricity, are readily accessible and available to serve the proposed new plat. (*Staff Report, pages 9 – 11*).
36. RCW 58.17.110(2) expressly mandates that a city “shall approve” a proposed subdivision that makes appropriate provisions for various factors, all addressed in the city’s approval criteria set forth in RMC 24.04. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, makes appropriate provisions for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

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

Proposed plat will provide public benefits

39. The applicant’s submittals and the Staff Report establish that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing

inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, open space, an attractive street system to serve the new plat, payment of impact fees to generate funds for large capital projects in the vicinity, and other features that will serve to promote health benefits of a walkable, appropriately connected, pedestrian-friendly community.

40. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.³

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

41. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
- A. The public health, safety, and general welfare: *See Staff Report, including without limitation the Analysis provided on pages 12-14, and proposed findings on pages 15-16.*
 - B. Open Spaces: *See Staff Report, page 12, discussion in item H below, and conditions of approval requiring payment of Park Impact Fees.*
 - C. Drainage Ways: *the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. The new plat must be designed to provide on-site stormwater management and detention. Consistent with City development standards, the plat will be connected to the City's sanitary sewer system, which the applicant must extend into the project. See Staff Report, page 13; Storm Water conditions of approval 40-49; Sanitary Sewer conditions 36-38.*
 - D. Streets or roads, alleys, other public ways: *the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and, subject to compliance with specific conditions of approval, can be consistent with all applicable city standards for city roads, streets, driveways, access, circulation, payment of impact fees, transportation concurrency and the like. Staff Report, proposed findings regarding transportation issues; TIA Report, Ex. 4; Conditions of approval 15-30.*
 - E. Transit stops: *To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to*

³ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Decision, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, which provides service along Queensgate Drive, less than a half mile from the entry point to the new plat. Staff Report, page 13.

- F. Potable water supplies: *The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide domestic water service to the new plat, with extensions into the new plat used to provide service. (Staff Report, page 13). Condition of approval no. 33 will require the developer to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. Condition 32, discussed above, requires a looped water system, needed to support the multiple fire hydrants and residential fire sprinkler systems required for this project. As discussed above, current city policies prohibit use of city water supplies for irrigation purposes in areas of the city located south of the Yakima River, where this plat is located, so Condition 35 will require the developer to find an irrigation source and install an irrigation distribution system in the new plat that will be entirely separate from the city's domestic water system.*
- G. Sanitary systems: *The City's sewer system has capacity and adjacent infrastructure capable of serving the proposed plat and will do so. Extension of the sewer main from adjacent properties will be required. And, given that the site slopes downhill from the southwest to the northeast where the sanitary sewer main connection will occur, the gravity-fed aspects of the city's sewer system will not require any special infrastructure frequently needed in other areas, like lift stations and force-mains. Staff Report, at page 9; Sanitary Sewer conditions 36-38.*
- H. Parks and recreation, playgrounds, schools: *The Staff Report explains that there are several city parks and other recreational opportunities within about one mile of the project site, and that park impact fees will be imposed and collected when each building permit for a new home is issued. See Staff Report, pages 11 and 12. The plat is located in the Richland School District. The School District did not provide any comments after receiving city notice regarding the project. Staff Report, page 13.*
- I. Planning features to assure safe walking conditions for students: *See proposed internal street design and sidewalks proposed for the plat. Conditions of approval require new sidewalks through most of the new plat.*

25. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, and 19.60.095, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

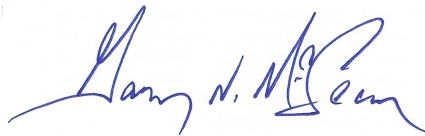
V. CONCLUSIONS of LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The applicant's written Deviation request, as described in *Exhibit 2* and the Staff Report, was reviewed by the Public Works Department, and the Staff Report recommends approval. Based on facts and explanations set forth above, the Deviation request merits approval.
3. The conditions of approval imposed as part of this Decision are reasonable, supported by the evidence, and capable of accomplishment.
4. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. DECISION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner APPROVES the "Skyline South" Preliminary Plat** application, subject to the following Conditions of Approval.

Recommendation issued: June 17, 2020.



Gary N. McLean
Hearing Examiner for the City of Richland

**CONDITIONS OF APPROVAL
FOR THE
PRELIMINARY PLAT OF SKYLINE SOUTH
FILE NO. S2020-102**

General Conditions:

- A. Development of the plat shall be substantially consistent with drawings provided in the Preliminary Plat Survey maps (*Exs. 5 and 10*) and application materials, subject to modifications necessary to comply with these conditions of approval. The Plat may be developed and approved in two phases, with boundaries for the two phases substantially similar to those depicted on the revised plat map included in the Record as *Exhibit 10*.
- B. Preliminary Plat approval shall be null and void if any condition enumerated herein is not satisfied.
- C. No construction or site development activities related to the plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
- D. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and/or amended by the City.
- E. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits, licenses, or approvals shall be considered conditions for this project.
- F. The final engineering plans and submittals necessary to obtain final approvals for each phase of the plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
- G. The preliminary plat shall comply with all applicable provisions of the Richland Municipal Code, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report or in this Decision. The burden is on the applicant to show compliance with applicable provisions of the City's code and these conditions at every stage of development.
- H. Deviation Request Approved: As authorized by RMC 24.20.010 and explained in Findings 28 – 33 of this Decision, a Deviation is approved for this project allowing a 27-foot wide roadway surface within a 40-foot right-of-way for a portion of the street impacted by the Bonneville Power easement and high-voltage power poles. (*See Ex. 2, Deviation Request; Staff Report analysis on pages 6-8; Preliminary Plat maps, included as Exhibits 5 and 10*).
- I. The existing roadway into the Hills Mobile Home Park is already named "Skyline Drive". A different name will be needed for the entrance road leading into the project, or the existing Skyline Drive will have to be renamed.

Public Works:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in [.dwg] format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
5. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
6. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
7. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

9. All construction plan sheets shall include the note “CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or “811”).” Or: <http://www.call811.com/>

10. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

11. Public improvement design shall follow the following general format:

A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines, and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City’s web page.

B. Waterlines shall be aligned on the south and east side of street centerlines.

C. Sanitary sewer shall be aligned on the north and west side of street centerlines.

D. Storm sewer shall be aligned on the south and east side of street centerlines.

E. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.

F. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.

G. Watermains larger than 8-inches in diameter shall be ductile iron.

H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints. And, all watermains outside areas zoned R1 shall be ductile iron.

I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.

J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material.

K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.

L. All utilities shall be extended to the adjacent property (properties) at the time of construction.

M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets. 12% can be allowed for local streets for short distances.

N. The minimum centerline radius for local streets shall be 100-feet.

O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.

P. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.

Q. A detailed grading plan shall be included in the submitted plan set.

R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.

S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.

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

U. All cul-de-sacs shall have a minimum radius of 48-feet to the face of curb (57-foot ROW) to allow for adequate turning radius of fire trucks and solid waste collection vehicles.

V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.

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

X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mailboxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.

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

Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

12. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

13. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:

- 2-inches compacted gravel, minimum (temp. SEVA only).
- 2% cross-slope, maximum.

- 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- Be 20-feet in width.
- Have turning-radii accommodating those needed for City Fire apparatus.

13A. Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

Survey Monument Destruction:

14. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

A. No survey monument shall be removed or destroyed (the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).

B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120- 030(2)).

C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120- 030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

15. The "Skyline South" preliminary plat lies within zone 2 of the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval.

16. The project applicant, at the City's request, conducted a traffic study to assess the anticipated operations at the intersection of Skyline Drive and Queensgate Drive. The study confirmed that the project's traffic loading will not result in an unacceptable level of service at this intersection. No vehicular traffic mitigation is required for this project, except for participation in the Title 12.03 impact fee program.

17. The portions of Skyline Drive that do not have home lots fronting on it shall be constructed full-width (curb, gutter, and all other typical frontage improvements) concurrent with the construction of the plat. Sidewalks along Skyline Drive shall be installed as noted in comment #24.

18. All proposed right-of-ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat. Skyline Drive from the west plat boundary to the point that it widens out to 54-feet shall conform with the City's single frontage road standard. No parking will be allowed along the south side of this narrowed section of road. No Parking signs will be installed by the developer prior to final platting.

19. Road B shall intersect with Skyline Drive at an angle that is consistent with city design guidelines and municipal code. As proposed, it is intersecting at too acute of an angle.

20. The intersection of "Road A" and "Road B" at the northwest corner of the project has a centerline curve that is much sharper than the minimum city standard of 100-feet. These two roads need to intersect at an angle consistent with city design guidelines and municipal code. This may result in a redesigned preliminary plat and a change to the road alignment and lot layout.

21. The existing public right-of-way for the existing Skyline Drive appears to stop short of the western plat boundary. The developer of this project shall dedicate a public right-of-way corridor or a "right-of-way dedication easement" to the city that connects the existing Skyline Drive right-of-way corridor to this preliminary plat.

22. The tee intersection of Skyline Drive at the entrance to the Hills Mobile Home Park shall be reconstructed to be a city standard tee intersection with curb & gutter, streetlights and provisions for storm drainage. This reconstruction is necessary as this intersection is becoming a city right-of-way and shall meet city standards. The guardrail on the south side of Skyline Drive at the entrance to the plat shall be removed and replaced with city standard curb, gutter & sidewalk. See condition #23 below.

23. The existing driveway at the west end of the pre-plat lying on the north side of the proposed Skyline Drive shall either be removed or realigned. As shown on the pre-plat the new Skyline Drive alignment overlaps the existing driveway to these residential lots. Driveways to the existing homes shall be constructed on to Skyline Drive to city standards.

24. Sidewalks shall be installed along all public right-of-way frontages that building lots do not front on as follows:

- The north side of Skyline Drive from the tee intersection into Hills Mobile Home Park to the intersection with "Road B".
- Along the south side of existing Skyline Drive from the tee intersection into Hills Mobile Home Park to the intersection with Queensgate Drive. This will also require installation of approx. 245-feet of missing curb & gutter. Provisions for storm drainage may be needed also.
- Both sides of "Road B" from the south side of Lots 1 & 54 to the intersection with "Skyline Drive";
- Both sides of "Skyline Drive" from the south side of Lots 35 & 36 to the intersection with "Road B". The sidewalk on the south side of Skyline Drive shall terminate at the pedestrian ramp on the west side of this tee intersection.

These sections of sidewalk shall be constructed at the same time as the adjacent roadways. The off-site sidewalk along Skyline Drive shall be constructed with plat construction.

25. The developer and project engineer shall demonstrate on the construction plans that all future driveways, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide at least 5-feet of separation between driveway and/or pedestrian ramp transitions.
26. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate Right-of-Way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profiles shall be designed to accommodate this.
27. A ten-foot public utility easement shall be provided adjacent to all public ROW corridors at the time of final platting.
28. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
29. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
30. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

31. The closest watermain available for this project is located in Queensgate Drive to the west. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. This water main shall be sized to adequately supply domestic water and fire flows to the proposed development.
32. Because of the lack of a secondary emergency vehicle access, fire sprinkler systems are required in all homes within this development. Developments of this size with multiple fire hydrants and residential fire sprinkler systems require a looped water system. Looping is required for redundancy in fire protection and also to prevent stagnation. For this project looping shall be accomplished by installing two parallel water pipelines from separate connections to the existing water main in Queensgate Drive.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review.
34. The fire hydrant layout shall be approved by the City Fire Marshal.
35. * There is no dispute that the proposed Skyline South plat lies outside the designated “Area Requiring Separate Irrigation” as shown on the map included as part of the city’s code, at RMC 18.16.080, Exhibit A. Accordingly, the proposed Condition of Approval No. 35 – which would have required the development to identify an irrigation source and construct an irrigation distribution system entirely separate from the City’s domestic water system – is stricken and not included as a Condition of Approval herein.

Sanitary Sewer:

36. The closest sanitary sewer available for this development is located along the Northeast border of the property, in the CID canal property. It shall be the responsibility of the developer to obtain permission, in the form of an easement favoring the City, from the CID and to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.

37. The preliminary plat shows a sewer main running beneath the home at lots 32 and 33. No structures are allowed over city sewer mains. This main shall be relocated to the open Tract D to the east.

38. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure will be required.

Ground Water:

39. Groundwater or subsurface springs may be present on this site. Given the amount of groundwater encountered in this area (in both developed and undeveloped areas), the possibility of an underdrain system being required exists. Please have test pits and/or bore-holes dug by a geotech engineer, and an evaluation from said engineer prior to permit application. If an underdrain system is not required, the geohydrology report needs to state so. The requested report also needs to address any potential groundwater impacts to existing properties downslope of the proposed preliminary plat. Also, if groundwater is encountered within 5-feet of finished grade during plat construction, an underdrain system will be required.

Storm Water:

40. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

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

42. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
43. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 (“Easements-watercourses”).
44. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
45. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
46. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.
47. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility.
48. The developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if the developer wishes for the pond to be landscaped and visually appealing, then a home-owners association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City’s intended maintenance standard as described above.
49. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting / Project Acceptance Requirements:

50. When the construction is substantially complete a paper set of “record drawings” shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document “RECORD DRAWING REQUIREMENTS & PROCEDURES” for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
51. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site (“third party”) easements or right-of-ways for City infrastructure are the responsibility of

the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

52. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.

53. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

54. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

55. A note shall be added to the face of the plat that states: *“The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.”*

56. Any roads narrower than 34-feet shall have parking restricted on one side, and any roads 27-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developer’s expense. The restricted parking areas shall be indicated on the final plats.

57. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.

58. The intended use and ownership of all tracts within the plat shall be noted on the final plat.

59. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

60. Any restricted parking areas shall be indicated on the final plats.

Planning Conditions.

61A. Revised by the Hearing Examiner based on DAHP comment letter: A professional archaeological survey of the project area must be conducted and a report discussing any findings must be submitted to the City’s Planning Manager for review and approval prior to ground disturbing activities on the Skyline South project site. Further, before undertaking any ground disturbance activities on the project site, the applicant must submit written confirmation of consultation(s) it has undertaken with local Tribes’ cultural committees and staff regarding cultural resource issues. The Planning Manager shall have authority to impose additional conditions that are consistent with those recommended in the archaeological survey report for the project area and/or consultation(s) with local Tribe(s). The applicant must ensure that the DAHP Project Number (2020-02-01530) for the Skyline South Residential Subdivision Project is shared with any hired cultural resource consultants and is attached to any communications or submitted reports.

61B. If the archaeological survey report required by condition 61A above recommends that an archaeological monitor should be present for all ground disturbing activities, then consistent with guidance provided by the State’s Department of Archaeology & Historic Preservation, the monitor must be a professional archaeologist who meets the Secretary of the Interior’s standards for prehistoric archaeology. Any monitoring requirement that may be imposed by the Planning Manager can be satisfied if the applicant uses the services of a qualified monitor from the Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”) to provide on-site

observation of ground-disturbing work associated with this project and document any archaeological resources observed during such monitoring.

Building Conditions

62. Grading shall be permitted by the City and performed in accordance with the Geotechnical Engineering report by Whiteshield, Inc. Any specific geotechnical requirements regarding foundations and/or site slopes shall be noted on the plat along with reference to the geotechnical investigation report.

63. Site grading permitting shall be contingent upon a geotechnical report providing specific soil load-bearing capacities and lot-specific recommendations as necessary.

64. Street designations shall be as set forth in RMC 12.01.060. Prior to submitting for the final plat, applicant shall submit three (3) street name options for each the street segments.

65. Addressing brackets [] are needed on all lots and tracts in subsequent final plat submittals.

66. Prior to submitting for the final plat, provide which lots, if any, will allow construction of multi-family (duplex) dwellings. Addressing will be generated accordingly.

Fire Department

67. RMC 21.01.030 provides that “wild-land areas” are areas which are undeveloped, uncultivated or unfit for cultivation, or considered by the city of Richland to be wasteland or desert, or which are any combination of these descriptions and which are deemed by the city of Richland as a hazard for wild fire purposes. The following requirements apply to buildings and structures constructed on, in, or near wild-land areas:

a) All structures within 30-feet of a property line adjoining a wild-land area shall have noncombustible siding, soffit, and skirting on the side adjacent to the wild-land area when the wild-land area is in excess of five contiguous acres. This requirement shall not apply to interior lots of platted parcels of land and development phases whose streets are accessible and whose water system is operational.

b) Decks and porches 36-inches or less in height shall have skirting if within 30-feet of adjacent wild-land areas when the wild-land area is in excess of five contiguous acres. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage.

The City’s Fire officials have determined that this plat is in a wild-land area, and must comply with the requirements listed above.

68. As determined by the Fire marshal, noncombustible siding or soffit material shall be required on the downhill side(s) of a structure that is within 30 feet of a grade that is 15 percent or greater in steepness. The grade shall be determined by the predominate slope on the downhill side measured from the structure or building and extending a maximum of 300 feet.

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

Notice of Rights to Request Reconsideration or Appeal This Decision

Reconsideration –

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

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

Appeal –

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-24, Authorizing Circulation of a Petition for Annexation of 1,643 Acres in the North Horn Rapids Industrial Park

Department/Office
Development Services

Ordinance/Resolution Number:
2023-24

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-24, authorizing circulation of a petition for annexation of 1,643 acres in the North Horn Rapids Industrial Park.

Summary:

Through Resolution No. 2022-111, the City Council accepted a request for annexation and directed the Planning Commission to consider appropriate zoning for 1,643 acres of land in the North Horn Rapids Industrial Park.

At its meeting on January 25, 2023, the Richland Planning Commission recommended that the 1,643 acres of land, known as the North Horn Rapids Industrial Park, be zoned for Heavy Manufacturing M-2 in conformance with the land use designations assigned to the subject property by the City of Richland Comprehensive Plan.

The next step in the annexation process is for the City Council to authorize circulation of an annexation petition. Upon approval of Resolution No. 2023-24, staff will transmit the signed petition to the Benton County Assessor's Office for certification prior to returning the item to Council for additional action.

Staff recommends approval of Resolution No. 2023-24.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-24

RESOLUTION NO. 2023-24

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING CIRCULATION OF A PETITION PROPOSING ANNEXATION OF APPROXIMATELY 1,643 ACRES LOCATED WITHIN PORTIONS OF SECTIONS 3, 4, 9, 10, 15 & 16, TOWNSHIP 10 NORTH, RANGE 28 EAST AND PORTIONS OF SECTIONS 33 & 34, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, Richland City Council has, through adoption of Resolution No. 2022-111 on September 6, 2022, accepted a request for the annexation of 1,643 acres to be known as the North Horn Rapids Industrial Park; and

WHEREAS, the Richland Planning Commission held a public hearing on January 25, 2023 to consider appropriate zoning designations for the proposed annexation area, thus fulfilling the directives included in Resolution No. 2022-111.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that circulation of the attached petition calling for the annexation of 1,643 acres to be known as the North Horn Rapids Industrial Park is hereby authorized.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**PETITION FOR ANNEXATION
TO CITY OF RICHLAND, WASHINGTON**

Proposed Annexation Name: **1,643-Acres: North Horn Rapids Industrial Park**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Attachment 3.

Prior to the circulation of this petition, a meeting was held on the sixth day of September, 2022, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 2022-111, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto. Resolution No. 2022-111 also (1) required that the annexation be accepted as proposed; (2) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (3) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; and (4) directed the planning commission to propose and forward a recommendation to the city council as to the most appropriate zoning designation for the area proposed to be annexed.

On January 25, 2023, the Richland Planning Commission conducted a public meeting and recommended that M-2 (Heavy Manufacturing) zoning was the most appropriate zoning designation for the proposed annexation area. On February 21, 2023, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. See RCW 35.21.005.

Assessor's Parcel Numbers: 110081000001003

Property Owners: City of Richland

Site Address: No Address Currently Assigned by the City of Richland

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers: 110081000001004, 103084000001000 and 134183000001000

Property Owners: Port of Benton

Site Address: No Address Currently Assigned by the City of Richland

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers: 103081000001000 and 134183000002000

Property Owners: Energy Northwest

Site Address: No Address Currently Assigned by the City of Richland

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

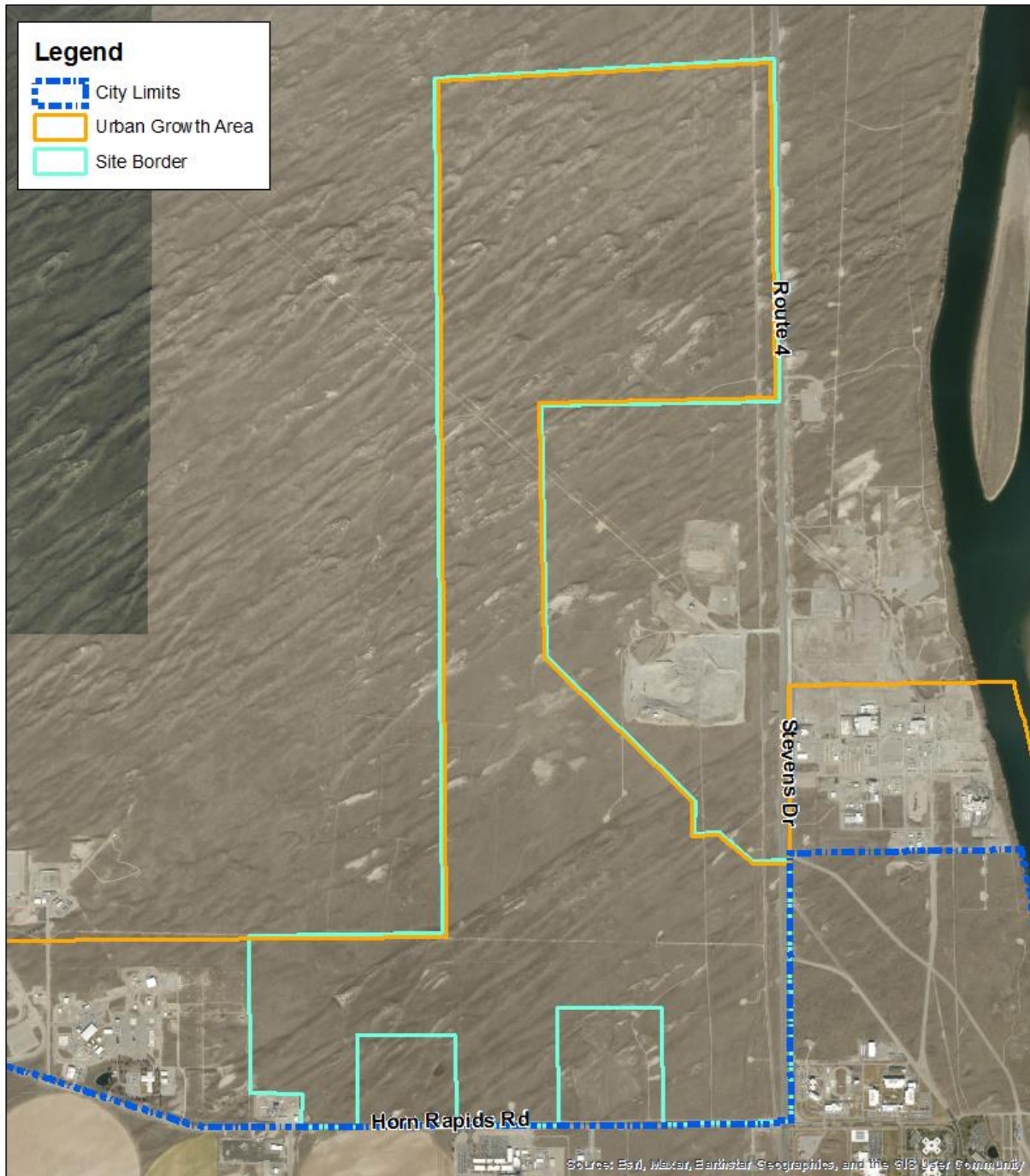
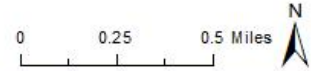
Name of Person Signing: _____

ATTACHMENT 1

Proposed 1,643-Acre North Horn Rapids Industrial Park Annexation

Vicinity Map

Item: North Horn Rapids Industrial Park Annexation
Applicant: City of Richland Economic
Development Division
File #: ANX2022-101



ATTACHMENT 2

Legal Description for Proposed 1,643-Acre North Horn Rapids Industrial Park Annexation

The 1,643-Acre North Horn Rapids Industrial Park annexation consists of the following:

APN NO. 110081000001003

PORTIONS OF SECTIONS 9, 10, 15, & 16 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPID ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN QUITCLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETICS SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD A DISTANCE OF 1900.00 FEET, THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET, THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" WEST A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTERLINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST; THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A

QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WITH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET; THENCE SOUTH 89° 28' 27" EAST A DISTANCE OF 1614.26 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN A QUITCLAIM DEED AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ALONG A COMMON LINE BETWEEN SAID TRACT 37 AND TRACT 38, SOUTH 45° 00' 00" EAST A DISTANCE OF 1765.31 FEET; THENCE LEAVING AND COMMON LINE SOUTH A DISTANCE OF 4368.15 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003066, 2/03/2016)

AND

APN NO. 110081000001004

PORTIONS OF SECTIONS 10 AND 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE MORE PARTICULARLY DESCRIBED AS FOLLOW; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET; THENCE NORTH A DISTANCE OF 4368.15 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 38, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 1534.69 FEET; THENCE SOUTH A DISTANCE OF 550.00 FEET; THENCE EAST A DISTANCE OF 400.00 FEET; THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET; THENCE EAST A DISTANCE OF 420.00 FEET TO A POINT ON THE 30.00 FOOT LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST

CORNER OF TRACT 38; THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 30' 19" WEST A DISTANCE OF 3850.01 FEET; THENCE SOUTH 01° 36' 41" WEST A DISTANCE OF 332.68 FEET BACK TO THE POINT OF BEGINNING; (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 2/03/2016).

And

APN NO. 103084000001000

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL NOT LYING IN THE PILT AREA (SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST). PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAYMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13'09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY

MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). *****LINKED WITH A SALES RESTRICTION TO 134183000001000 THAT PORTION IN THE PILT AREA*****

AND

APN NO. 134183000001000

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING IN THE PILT AREA (SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST). PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL

WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAYMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE

NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). *****LINKED WITH A SALES RESTRICTION TO 103084000001000 THAT PORTION NOT LYING IN THE PILT AREA*****

AND

APN NO. 103081000001000

SECTION 10, TOWNSHIP 10 NORTH, RANGE 28 EAST: A PARCEL OF LAND SITUATED IN A PORTION OF TOWNSHIP 10 NORTH, RANGE 28 EAST, AND TOWNSHIP 11 NORTH, AND RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED, RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON, FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1680.00 FEET; THENCE SOUTH 0° 46' 34" WEST, A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING

THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST, A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY, NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY, MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST, A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE, NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16, BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 13,813.70 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE, THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 5' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE SOUTH 0° 06' 20" WEST ON SAID 30.00 FOOT OFFSET LINE, A DISTANCE OF 5433.00 FEET TO A POINT IDENTICAL WITH THE NORTHEAST CORNER OF TRACT 38, THENCE LEAVING SAID 30.00 FOOT OFFSET LINE AND ON A LINE IDENTICAL WITH THE BOUNDARY OF TRACT 38 THE FOLLOWING COURSES; WEST A DISTANCE OF 3799.66 FEET; THENCE SOUTH A DISTANCE 4100.00 FEET, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 3300.00 FEET, THENCE SOUTH A DISTANCE OF 550.00 FEET, THENCE EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET, THENCE EAST A DISTANCE OF 420.00 FEET TO THE POINT ON THE 30.00 OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38, THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE, SOUTH 0° 30' 19" WEST, A DISTANCE OF 3850.01 FEET, THENCE SOUTH 1° 36' 41" WEST A DISTANCE OF 332.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAYS OF RECORD OR IMPLIED. (BOUNDARY LINE ADJUSTMENT PER AF#2015-029457, 9/30/2015). EXCEPT ANY PORTION LYING IN THE FOLLOWING DESCRIBED PARCEL: PORTIONS OF SECTIONS 9, 10, 15, & 16 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID

COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPID ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN QUITCLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETICS SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD A DISTANCE OF 1900.00 FEET, THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET, THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" WEST A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OR 927.25 FEET TO A POINT AT INTERSECTION WIT THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTERLINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINE FENCE POST; THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE AST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WITH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A

DISTANCE OF 431.05 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET; THENCE SOUTH 89° 28' 27" EAST A DISTANCE OF 1614.26 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN A QUITCLAIM DEED AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ALONG A COMMON LINE BETWEEN SAID TRACT 37 AND TRACT 38, SOUTH 45° 00' 00" EAST A DISTANCE OF 1765.31 FEET; THENCE LEAVING AND COMMON LINE SOUTH A DISTANCE OF 4368.15 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003066, 2/03/2016): ALSO EXCEPT ANY PORTION LYING IN THE FOLLOWING DESCRIBED PARCEL; PORTIONS OF SECTIONS 10 AND 15 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED AF#2015-029457, RECORDS OF SAID COUNTY AND STATE MORE PARTICULARLY DESCRIBED AS FOLLOW; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH RANGE 28 EAST, W.M. WASHINGTON FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET, SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 554.00 FEET; THENCE NORTH A DISTANCE OF 4368.15 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 38, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 1534.69 FEET; THENCE SOUTH A DISTANCE OF 550.00 FEET; THENCE EAST A DISTANCE OF 400.00 FEET; THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET; THENCE EAST A DISTANCE OF 420.00 FEET TO A POINT ON THE 30.00 FOOT LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38; THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 30' 19" WEST A DISTANCE OF 3850.01 FEET; THENCE SOUTH 01° 36' 41" WEST A DISTANCE OF 332.68 FEET BACK TO THE POINT OF BEGINNING; (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 2/03/2016). ALSO EXCEPT ANY PORTION LYING IN THE FOLLOWING DESCRIBED PARCEL: PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS

ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAYMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE

HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). LESS ANY PORTION LYING IN SECTIONS 33, 34, TOWNSHIP 11 NORTH, RANGE 28 EAST (THAT PORTION LYING IN THE PILT AREA). LINKED WITH A SALES RESTRICTION TO 134183000002000.

AND;

APN NO. 134183000002000

SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST: ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES IN SECTIONS 33, AND 34, TOWNSHIP 11 NORTH, RANGE 28 EAST: A PARCEL OF LAND SITUATED IN A PORTION OF TOWNSHIP 10 NORTH, RANGE 28 EAST, AND TOWNSHIP 11 NORTH, AND RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD, 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED, RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. WASHINGTON, FROM WHICH NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST A DISTANCE OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, A DISTANCE OF 1900.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1680.00 FEET; THENCE SOUTH 0° 46' 34" WEST, A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 0° 46' 51" EAST A DISTANCE OF 1450.00 FEET; THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF

THE COLD TEST FACILITY FROM WHICH A BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.35 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST, A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY, NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY, MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD, NORTH 89° 13' 09" WEST, A DISTANCE OF 786.09 FEET TO THE POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ON SAID EAST BOUNDARY LINE, NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE, FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17 BEARS SOUTH 77° 36' 49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16, BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 13,813.70 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE, THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 5' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE SOUTH 0° 06' 20" WEST ON SAID 30.00 FOOT OFFSET LINE, A DISTANCE OF 5433.00 FEET TO A POINT IDENTICAL WITH THE NORTHEAST CORNER OF TRACT 38, THENCE LEAVING SAID 30.00 FOOT OFFSET LINE AND ON A LINE IDENTICAL WITH THE BOUNDARY OF TRACT 38 THE FOLLOWING COURSES; WEST A DISTANCE OF 3799.66 FEET; THENCE SOUTH A DISTANCE 4100.00 FEET, THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 3300.00 FEET, THENCE SOUTH A DISTANCE OF 550.00 FEET, THENCE EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 50° 11' 52" EAST A DISTANCE OF 732.35 FEET, THENCE EAST A DISTANCE OF 420.00 FEET TO THE POINT ON THE 30.00 OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE AND THE SOUTHERLY MOST CORNER OF TRACT 38, THENCE LEAVING THE BOUNDARY LINE OF SAID TRACT 38 AND ON SAID 30.00 FOOT OFFSET LINE, SOUTH 0° 30' 19" WEST, A DISTANCE OF 3850.01 FEET, THENCE SOUTH 1° 36' 41" WEST A DISTANCE OF 332.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAYS OF RECORD OR IMPLIED. (BOUNDARY LINE ADJUSTMENT PER AF#2015-029457, 9/30/2015). LESS ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE FOLLOWING DESCRIBED

PARCEL LYING IN THE PILT AREA (SECTION 34, TOWNSHIP 11 NORTH, RANGE 28 EAST). PORTIONS OF SECTIONS 3, 4, 9, AND 10 OF TOWNSHIP 10 NORTH, RANGE 28 EAST, W.W. AND PORTIONS OF SECTIONS 33 AND 34 TOWNSHIP 11 NORTH, RANGE 28 EAST W.M. BENTON COUNTY, WASHINGTON, IDENTIFIED AS TRACT 37 IN THE 2015 BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY AND DESCRIBED IN QUITCLAIM DEED, AF#2015-029457, RECORDS OF SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT AT INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HORN RAPIDS ROAD 40.00 FEET DISTANT NORTH FROM AND PARALLEL WITH THE CENTER LINE THEREOF, AS DESCRIBED IN A QUIT CLAIM DEED RECORDED IN AF#621762, RECORDS OF BENTON COUNTY, WASHINGTON AND AN OFFSET FROM THE WESTERLY EDGE OF PAYMENT OF STEVENS DRIVE (ROUTE-4S) BEING 30.00 FEET DISTANCE AND WEST THEREFROM IN SECTION 15 OF TOWNSHIP 10 NORTH, RANGE 28 W.M. WASHINGTON FROM WHICH THE NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION B324 BEARS NORTH 70° 48' 52" EAST OF 280.40 FEET; THENCE NORTH 89° 13' 09" WEST ON THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS A DISTANCE OF 1900.00 FEET. THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 0° 46' 51" EAST, A DISTANCE OF 1885.00 FEET; THENCE PARALLEL WITH SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 5540.00 FEET; THENCE CONTINUING PARALLEL WITH SAID RIGHT OF WAY LINK, NORTH 89° 13' 09" WEST A DISTANCE OF 1126.00 FEET; THENCE SOUTH 0° 46' 34" A DISTANCE OF 1885.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 1450.00, THENCE ON A LINE PARALLEL WITH SAID RIGHT OF WAY LINE, NORTH 89° 13' 09" WEST A DISTANCE OF 1600.00 FEET; THENCE SOUTH 0° 46' 35" WEST A DISTANCE OF 1450.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE, THENCE ON SAID RIGHT OF WAY LINE NORTH 89° 13' 09" WEST A DISTANCE OF 927.25 FEET TO A POINT AT INTERSECTION WITH THE EAST BOUNDARY LINE OF THE COLD TEST FACILITY, FROM WHICH THE BRASS CAP MONUMENT WITH A BRASS DISK IN TOP MARKING THE CENTER LINE OF AFOREMENTIONED HORN RAPIDS ROAD BEARS SOUTH 86° 51' 44" WEST A DISTANCE OF 585.55 FEET, AND AN IRON ROD MARKING THE EASTERLY BOUNDARY OF SAID COLD TEST FACILITY BEARS NORTH 0° 11' 43" WEST A DISTANCE OF 6.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE ON THE EAST BOUNDARY LINE OF SAID COLD TEST FACILITY NORTH 0° 11' 43" WEST A DISTANCE OF 486.55 FEET TO AN IRON ROD IN THE CONCRETE SUPPORT OF A CHAIN LINK FENCE POST, THENCE ON THE NORTH BOUNDARY OF SAID COLD TEST FACILITY MARKED WITH A CHAIN LINK FENCE AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SAID HORN RAPIDS ROAD NORTH 89° 13' 09" WEST A DISTANCE OF 786.09 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF THE NATIONAL UTILITY TRAINING SERVICES INC. (NUTS) PROPERTY, AS DESCRIBED IN A QUIT CLAIM DEED, AF#2005-013181, RECORDS OF BENTON COUNTY, WASHINGTON, THENCE ON SAID EAST BOUNDARY LINE NORTH 0° 51' 40" EAST A DISTANCE OF 2056.13 FEET TO AN IRON ROD MARKING THE NORTHEAST CORNER OF SAID PARCEL, THENCE NORTH 0° 51' 40" EAST A DISTANCE OF 446.49 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BONNEVILLE POWER ADMINISTRATION POWER LINE FROM WHICH THE SECTION CORNER OF 8, 9, 16, AND 17, BEARS SOUTH 77° 36'

49" WEST A DISTANCE OF 1945.30 FEET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 87° 59' 07" EAST A DISTANCE OF 3125.92 FEET TO A POINT FROM WHICH THE CORNER OF SECTIONS 9, 10, 15, AND 16 BEARS SOUTH 36° 47' 49" EAST A DISTANCE OF 431.05 FEET; THENCE NORTH 0° 31' 33" EAST A DISTANCE OF 4554.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 31' 33" EAST A DISTANCE OF 9258.75 FEET TO THE ANGLE POINT OF A FENCE IN SECTION 33, TOWNSHIP 11 NORTH, RANGE 28 EAST, W.M. WASHINGTON, MARKING THE EASTERLY BOUNDARY OF THE HANFORD PATROL TRAINING ACADEMY FIRING RANGE; THENCE NORTH 87° 12' 50" EAST A DISTANCE OF 5345.21 FEET TO THE 30.00 FOOT OFFSET LINE WEST OF THE WESTERLY EDGE OF PAVEMENT OF STEVENS DRIVE (ROUTE-4S), FROM WHICH NGS CONTROL STATION N523 BEARS NORTH 5° 05' 29" WEST A DISTANCE OF 2263.85 FEET; THENCE ON SAID 30.00 FOOT OFFSET LINE SOUTH 0° 06' 20" WEST A DISTANCE OF 1996.00 FEET; THENCE LEAVING SAID 30.00 FOOT OFFSET LINE WEST A DISTANCE OF 3805.99 FEET; THENCE SOUTH A DISTANCE OF 3436.39 FEET TO A POINT COMMON BETWEEN SAID TRACTS 37 AND 38. THENCE CONTINUING SOUTH A DISTANCE OF 4100.00 FEET TO AN ANGLE POINT IN TRACT 38, AS DESCRIBED IN QUIT CLAIM DEED, AF#2015-029457, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE LEAVING SAID ANGLE POINT NORTH 89° 28' 27" WEST A DISTANCE OF 1614.26 FEET BACK TO THE POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER AF#2016-003065, 4/25/2016). ***** LINKED WITH A SALES RESTRICTION TO PARCEL 103081000001000 THAT PORTION THAT DOES NOT LIE IN THE PILT AREA*****

This description includes the following **County Parcel Identification Numbers**:

110081000001003
110081000001004
103084000001000
134183000001000
103081000001000
134183000002000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 4 - Manage our Natural Resources

Subject:

Resolution No. 2023-25, Authorizing a Sixth Amendment to the Consultant Agreement with Shannon & Wilson, Inc. for Wetland Monitoring

Department/Office
Development Services

Ordinance/Resolution Number:
2023-25

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-25, authorizing the City Manager to sign and execute a sixth amendment to Contract No. 221-19 with Shannon & Wilson for wetland mitigation monitoring.

Summary:

The City retained Shannon & Wilson for permitting services in 2013 as part of the planned construction of Richland's rail loop in Horn Rapids. During the initial work, future roads were identified (Logan Street and Hagen Road) that would impact existing wetlands. Shannon & Wilson was tasked with creating mitigation plans for those future impacts.

As part of the permitting process for the rail loop built in 2015, and later for the construction of Logan Street and Hagen Road built in 2017, the Department of Ecology issued Order Nos. 10664 (Logston wetland) and 14070 (Logan-Hagen wetland) which require mitigation and monitoring to offset construction impacts on existing wetland areas. In 2015, Shannon & Wilson was retained to provide design and construction observation reporting for the wetland mitigation areas. Per the Ecology orders, these wetlands must be monitored until at least 2028.

Once construction of the wetlands was completed, Shannon & Wilson was determined to be the most qualified consultant firm to provide the required monitoring. The initial contract with Shannon & Wilson was executed in 2019 for a one (1) year term (Contract No. 221-19) with the intention of adding time and required scope each year based on Ecology's review of progress and conditions. Now that the bulk of the mitigation work is complete and monitoring activities are expected to remain constant for the remainder of the monitoring period, this amendment will extend the time for completion to December 31, 2028, and add anticipated work. Based on the performance of the wetlands, and Ecology's annual review, minor changes to the remaining scope of work may be necessary but are expected to be minimal.

Staff recommends adoption of Resolution No. 2023-25.

Fiscal Impact:

The additional contract cost for Shannon & Wilson's performance of this service through 2028 is \$124,800.33. \$48,385 is available in the 2023 Budget in the Industrial Development Fund, and sufficient funds will be budgeted in years 2024 - 2028 to cover this contract expense.

Attachments:

1. Resolution No. 2023-25
2. Draft Sixth Amendment to Contract No. 221-19
3. Horn Rapids Wetlands Map

RESOLUTION NO. 2023-25

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SIXTH AMENDMENT TO A CONSULTANT
AGREEMENT WITH SHANNON & WILSON, INC. FOR WETLAND
MITIGATION MONITORING AND REPORTING IN HORN
RAPIDS.**

WHEREAS, there is now in full force and effect between the City of Richland and Shannon & Wilson, Inc. a Consultant Agreement for wetland mitigation monitoring and reporting in Horn Rapids (*see* Richland Contract No. 221-19); and

WHEREAS, the term of the current agreement is through December 31, 2023; and

WHEREAS, the City is required to provide continued monitoring and reporting pursuant to Washington Department of Ecology Administrative Order Nos. 10664 and 14070 until at least 2028; and

WHEREAS, now that the wetlands are established, the City's best interests are served by amending Contract No. 221-19 with Shannon & Wilson, Inc. to continue to provide monitoring and reporting associated with the wetland mitigation for the remaining five (5) years of required monitoring; and

WHEREAS, Shannon & Wilson, Inc. remains the most qualified consultant to provide continued mitigation monitoring and reporting for this project based on their long-standing involvement and the complexity of monitoring and coordinating with the Department of Ecology; and

WHEREAS, although the parties did not initially negotiate a contract term of approximately ten (10) years, the circumstances support extending the existing agreement and waiving a renewed competitive process as allowed pursuant to RMC 3.04.130(B); and

WHEREAS, the City's best interests are served by extending the existing agreement with Shannon & Wilson, Inc. to and through December 31, 2029 and adding compensation for the additional work performed in years 2024-2029.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Sixth Amendment to Contract No. 221-19 between the City of Richland and Shannon & Wilson, Inc. as specified therein.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH SHANNON & WILSON, INC
CONTRACT NO. 221-19**

AMENDMENT NO. 6

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 221-19, related to **wetland mitigation monitoring**. The Agreement was fully executed on **7/18/2019**. The expiration date of the Agreement is **12/31/2023**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 221-19 as follows:

1. The Consultant shall provide services described in the attached **scope of services**, which is hereby incorporated into Contract No. 221-19.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$76,415.33. The new contract value is now \$207,800.98.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **1/31/2029**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

Shannon & Wilson, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney

CONTRACT 221-19, AMENDMENT 6

SCOPE OF SERVICES

This scope of services, prepared January 13, 2023, will address Year 7 (2025) and Year 10 (2028) monitoring of the Logan Road Project's mitigation site by Shannon & Wilson (CONSULTANT) in the Horn Rapids Industrial Park area as required by Washington Department of Ecology (Ecology) Administrative Order No. 14070. To maintain continuity and stay apprised of maintenance activity, some time is included in non-monitoring years for communication.

The following activities are included in this scope of services:

YEAR 6 (2024)

Task 1: General Communication/Coordination

- CONSULTANT will be in communication with City of Richland Economic Development Office (CLIENT) regarding implementation of any Year 5 recommendations and annual maintenance.

YEAR 7 (2025)

Task 1: General Communication/Coordination

- CONSULTANT will be in regular communication with CLIENT.
- CONSULTANT will coordinate with Ecology as needed during monitoring and reporting activities.

Task 2: Fall Monitoring Visit (August/September 2025)

- CONSULTANT will conduct a monitoring visit in August or early September to complete a formal assessment of site performance as required in the approved mitigation plan (Shannon & Wilson, 2017) and Section 7 of the As-Built Report (Shannon & Wilson, 2019). Data about native and invasive vegetation will be collected in the established quadrats and transects, and photos will be taken from the established photo points.
- CONSULTANT will prepare a report that outlines observed maintenance needs (weeding, irrigation system repair, mulching, etc.), and documents the results of the plant survival and plant cover assessments. Observations of plant vigor, wildlife use, invasive or noxious weed establishment, existing or potential ecological function degradation or enhancement, and hydrology will also be documented. The draft and final reports will be provided to the CLIENT as an electronic PDF.

- CONSULTANT assumes that CLIENT will submit the report, after CLIENT review, to the City's Planning Department. CONSULTANT will submit the report to Ecology (electronically). CONSULTANT will assist CLIENT in responding to one round of Ecology comments.

YEAR 8 (2026)

Task 1: General Communication/Coordination

- CONSULTANT will be in communication with CLIENT regarding implementation of any recommended Year 7 recommendations and annual maintenance.

YEAR 9 (2027)

Task 1: General Communication/Coordination

- CONSULTANT will be in communication with CLIENT regarding implementation of annual maintenance.

YEAR 10 (2028)

Task 1: General Communication/Coordination

- CONSULTANT will be in regular communication with CLIENT.
- CONSULTANT will coordinate with Ecology as needed during monitoring and reporting activities.

Task 2: Spring Wetland Delineation Visit (April 2028)

- As required by Condition C.25 of the Administrative Order, the mitigation wetland area must be delineated in Year 10 to confirm that the performance standards are being achieved. The optimal time for delineation is in early spring so site hydrology may be observed. The CONSULTANT will conduct a wetland delineation in accordance with the methodology outlined in the U.S. Army Corps of Engineers (Corps) *Corps of Engineers Wetland Delineation Manual* and the *Regional Supplement to the Corps Wetland Delineation Manual: Arid West Region Version 2.0* (May 2010, or most recent version). CONSULTANT will hang wetland boundary flags and data pit flags and will locate the flags using a hand-held global positioning system (GPS).¹

¹ Ecology indicated that a GPS boundary is acceptable, so long as it has sub-meter accuracy. If the GPS unit cannot provide that level of accuracy, a professional survey may be required.

- CONSULTANT will rate the wetland using the *Washington Department of Ecology Wetland Rating System for Western Washington* (2014, or most recent version).
- CONSULTANT will prepare a letter report of the findings. The report will include a summary of background site information, a description of the delineated wetland, the wetland rating and figures, a delineation map, and data sheets. If a GPS unit is used to prepare the map, the report will include a brief description of the equipment used, its level of precision and accuracy, and whether any post-processing of the data occurred. The draft and final reports will be provided to the CLIENT as an electronic PDF.
- CONSULTANT will revise the report after CLIENT review, and then CONSULTANT will submit the report to Ecology (electronically).
- If the findings of the delineation trigger additional study or analysis requirements by Ecology, these will be addressed up to the limits of the budget. If additional time is required, CLIENT will be notified, and a separate scope and budget will be prepared for CLIENT approval.

Task 3: Fall Monitoring Visit (August/September 2028)

- CONSULTANT will conduct a monitoring visit in August or early September to complete a formal assessment of site performance as required in the approved mitigation plan (Shannon & Wilson, 2017) and Section 7 of the As-Built Report (Shannon & Wilson, 2019). Data about native and invasive vegetation will be collected in the established quadrats and transects, and photos will be taken from the established photo points.
- CONSULTANT will prepare a report that outlines observed maintenance needs (weeding, irrigation system repair, mulching, etc.), and documents the results of the plant survival and plant cover assessments. Observations of plant vigor, wildlife use, invasive or noxious weed establishment, existing or potential ecological function degradation or enhancement, and hydrology will also be documented. The draft and final reports will be provided to the CLIENT as an electronic PDF.
- CONSULTANT will revise the report after CLIENT review, and then CONSULTANT will submit the report to Ecology (electronically). CONSULTANT will assist CLIENT in responding to one round of Ecology comments.

AJS/PCJ:ajs

SHANNON & WILSON

Geotechnical and Environmental Consultants

Date: 01/13/2023

Project No.: 103640-00P

Client: City of Richland

COST ESTIMATE**2024-2028 Monitoring of Logan Road Project Mitigation Site**

	Unit Price	Quantity	Estimated Cost	Extended Total
YEAR 6 (2024)				
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$299.25	1	\$299.25	
Wetland Professional, per hour (Assoc)	\$236.25	8	\$1,890.00	
			YEAR 6 SUBTOTAL	\$2,189.25
YEAR 7 (2025)				
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$315.04	1	\$315.04	
Wetland Professional, per hour (Assoc)	\$248.06	8	\$1,984.50	
			Subtotal	\$2,299.54
Task 2 Fall Visit and Report				
Natural Resource Manager/Vice President	\$315.04	3	\$945.11	
Wetland Professional, per hour (Assoc)	\$248.06	24	\$5,953.50	
Wetland Professional, per hour (Sr Pro I)	\$181.91	44	\$8,004.15	
Word Processing	\$159.86	3	\$479.59	
Hotel (1 night, 2 people)	\$143.33	2	\$286.65	
Meals	\$16.54	4	\$66.15	
Mileage	\$0.689	440	\$303.19	
			Subtotal	\$16,038.33
			YEAR 7 SUBTOTAL	\$18,337.87
YEAR 8 (2026)				
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$330.79	1	\$330.79	
Wetland Professional, per hour (Assoc)	\$260.47	8	\$2,083.73	
			YEAR 8 SUBTOTAL	\$2,414.51
YEAR 9 (2027)				
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$347.33	1	\$347.33	
Wetland Professional, per hour (Assoc)	\$273.49	8	\$2,187.91	
			YEAR 9 SUBTOTAL	\$2,535.24
YEAR 10 (2028)				
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$364.69	1	\$364.69	
Wetland Professional, per hour (Assoc)	\$287.16	8	\$2,297.31	
			Subtotal	\$2,662.00

SHANNON & WILSON

Geotechnical and Environmental Consultants

Date:

01/13/2023

Project No.:

103640-00P

Client:

City of Richland

COST ESTIMATE**2024-2028 Monitoring of Logan Road Project Mitigation Site****Task 2 Spring Wetland Delineation and Letter Report**

Natural Resource Manager/Vice President	\$364.69	2	\$729.39	
Wetland Professional, per hour (Assoc)	\$287.16	24	\$6,891.92	
Wetland Professional, per hour (Sr Pro I)	\$210.59	44	\$9,265.80	
Word Processing	\$185.06	2	\$370.12	
(1 night, 2 people)	\$165.92	2	\$331.83	
Meals	\$19.14	8	\$153.15	
GPS Rental	\$63.81	1	\$63.81	
Mileage	\$0.798	440	\$350.98	
			Subtotal	\$18,157.01

Task 3 Fall Visit and Report

Natural Resource Manager/Vice President	\$364.69	3	\$1,094.08	
Wetland Professional, per hour (Assoc)	\$287.16	24	\$6,891.92	
Wetland Professional, per hour (Sr Pro I)	\$210.59	44	\$9,265.80	
Word Processing	\$185.06	3	\$555.18	
(1 night, 2 people)	\$165.92	2	\$331.83	
Meals	\$19.14	8	\$153.15	
Mileage	\$0.798	440	\$350.98	
			Subtotal	\$18,642.95

YEAR 10 SUBTOTAL **\$39,461.96**

Note: 5% escalation of all labor and expense rates is assumed each year. Actual rates for each year will be charged during performance of this contract. If actual rates exceed estimated rates, a budget amendment may be necessary.

GRAND TOTAL	\$64,938.83
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SCOPE OF SERVICES

This scope of services, prepared January 13, 2023, will address potential Year 7 (2024) monitoring of the Rail Loop Project's mitigation site in the Horn Rapids Industrial Park area by Shannon & Wilson (CONSULTANT). If required by Washington Department of Ecology (Ecology) under Administrative Order No. 10664 based on the results of the Year 6 (2023) monitoring, CONSULTANT will complete a final round of vegetation monitoring in late summer at the Rail Loop Project mitigation site at Logston Boulevard.

The following activities are included in this scope of services:

Task 1: General Communication/Coordination

- CONSULTANT will be in regular communication with City of Richland Economic Development Office (CLIENT).
- CONSULTANT will coordinate with Ecology as needed during monitoring and reporting activity.

Task 2: Fall Monitoring Visit (August/September 2024)

- CONSULTANT will conduct a monitoring visit in August or early September to complete a formal assessment of site performance as required in the approved mitigation plan. Woody vegetation will be counted, and percent cover of herbaceous and woody vegetation will be quantified using quadrats (in the emergent wetland area) and line intercept method (in the woody areas) along the permanent transect points. Photos will be taken from the established photo points.
- CONSULTANT will prepare a report that outlines observed maintenance needs (weeding, irrigation system repair, mulching, etc.), and documents the results of the plant survival and plant cover assessments. Observations of plant vigor, wildlife use, invasive or noxious weed establishment, and existing or potential ecological function degradation or enhancement will also be documented. The draft and final reports will be provided to the CLIENT as an electronic PDF.
- CONSULTANT assumes that CLIENT will submit the report, after CLIENT review, to the City's Planning Department. CONSULTANT will submit the report to Ecology (electronically). CONSULTANT will assist CLIENT in responding to one round of Ecology comments.

AJS/PCJ:ajs

COST ESTIMATE

2024 Monitoring of Rail Loop Project Mitigation Site

	Unit Price	Quantity	Estimated Cost	Extended Total
Task 1 City and Ecology Coordination				
Natural Resource Manager/Vice President	\$299.25	1	\$299.25	
Wetland Professional, per hour (Assoc)	\$236.25	4	\$945.00	
Subtotal				\$1,244.25
Task 3 Fall Visit and Report				
Natural Resource Manager/Vice President	\$299.25	2	\$598.50	
Wetland Professional, per hour (Assoc)	\$236.25	16	\$3,780.00	
Wetland Professional, per hour (Sr Pro I)	\$173.25	30	\$5,197.50	
Word Processing	\$152.25	2	\$304.50	
Meals	\$15.75	4	\$63.00	
Mileage	\$0.656	440	\$288.75	
Subtotal				\$10,232.25

Note: 5% escalation of all labor and expense rates is assumed for 2024. Actual rates will be charged during performance of this contract. If actual rates exceed estimated rates, a budget amendment may be necessary.

GRAND TOTAL	\$11,476.50
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-26, Accepting a Request for Annexation of 1.83 Acres (Tucker)

Department/Office
Development Services

Ordinance/Resolution Number:
2023-26

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-26, accepting a request to annex 1.83 acres known as Short Plat No. 739 and forwarding the matter to the Richland Planning Commission for further action.

Summary:

The City received a written annexation request for the annexation of 1.83 acres from property owner Ryan Tucker. The request is in regard to Lot 3 of Short Plat No. 739 located at 24907 Dallas Road (APN No. 120983010739003). The proposed annexation site has a single-family house that is presently under construction and nearly complete, as well as a 2,500 square-foot detached garage that is utilized as an office and storage building related to a business that is operated off-site.

The subject property is located within the City of Richland's Urban Growth Area boundary, as established with the adoption of the Benton County Comprehensive Plan in 1998. The subject property is also located immediately west of the White Bluffs subdivision.

Pursuant to RCW 35.13.125, the Richland City Council set a date, by resolution, for a meeting with the annexation petitioner. Through Resolution No. 2023-16, the City Council established February 21, 2023 as the date on which to meet with the annexation petitioner regarding the proposed annexation request.

Staff recommends adoption of Resolution No. 2023-26.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-26
2. Vicinity map

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, ACCEPTING A REQUEST FOR ANNEXATION OF 1.83 ACRES KNOWN AS SHORT PLAT 739, LOT 3, LOCATED WITHIN PORTIONS OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, owner Ryan Tucker submitted a written request for annexation of 1.83 acres of property legally described as Lot 3 of Short Plat 739 in Benton County, Washington; and

WHEREAS, on February 7, 2023, Richland City Council was presented with the request for annexation and passed Resolution No. 2023-16, establishing February 21, 2023 as the date for Council to meet with the proponent of the annexation; and

WHEREAS, as required by RCW 35.13.125, Richland City Council met with the annexation proponent on February 21, 2023 and reviewed the proposed annexation.

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

Section 1. The City of Richland hereby accepts the request for annexation subject to the following conditions:

1. That the annexation is accepted as proposed.
2. That simultaneous adoption of the City's Comprehensive Plan for the proposed annexation is required.
3. That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 2. The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation for the area proposed for annexation.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

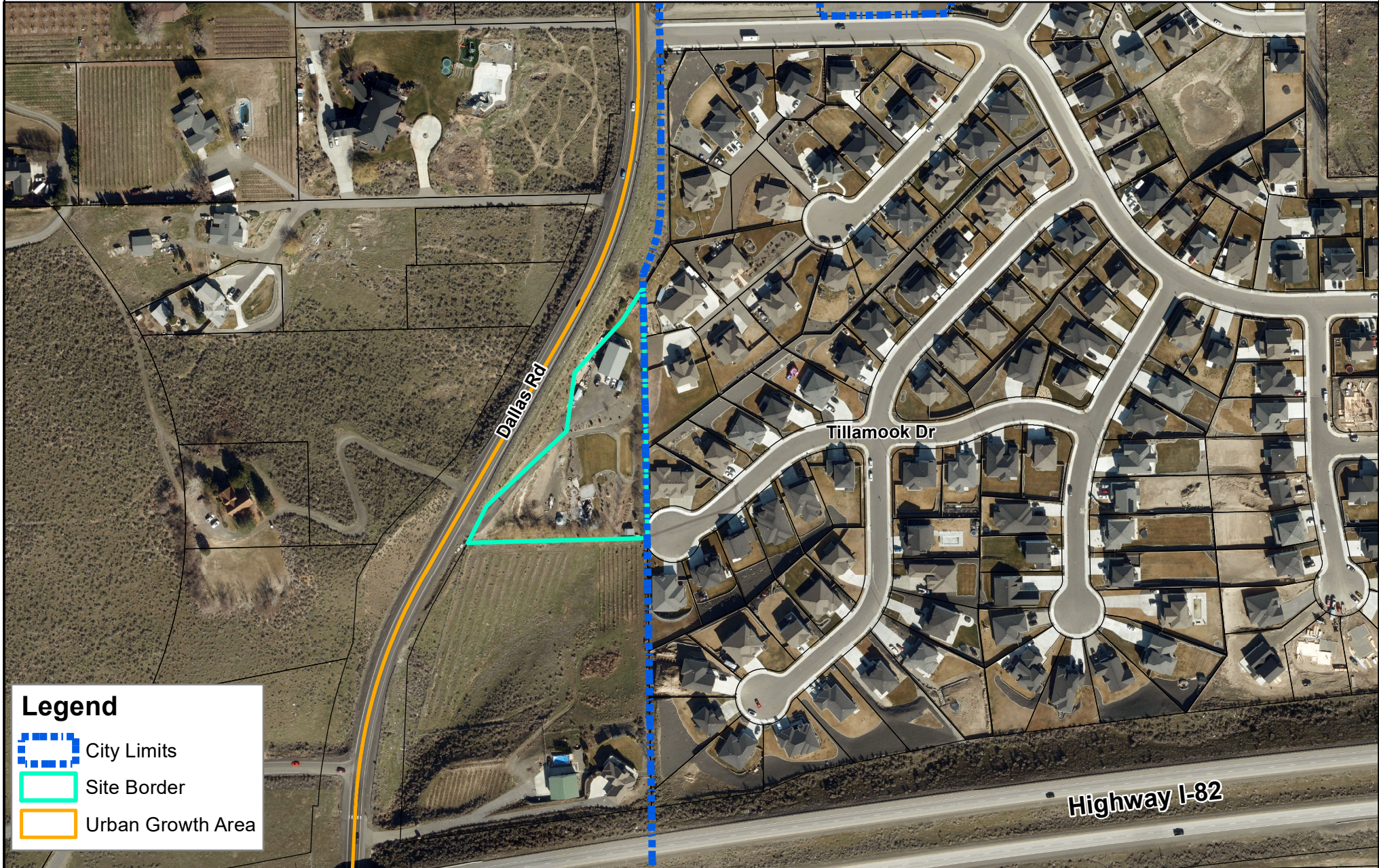
Heather Kintzley, City Attorney

Vicinity Map

Item: Short Plat 739, Lot 3
Applicant: Ryan Tucker
File #: ANX2022-102



0 250 500 Feet





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 1 -Promote Financial Stability & Operational Effectiveness

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-27, Authorizing Application and Acceptance of Professional Development Grants from the Washington State Library

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-27

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-27, authorizing submission of a grant application to the Washington State Library for Professional Development Grants, and authorizing the City Manager to execute all documents necessary to receive the grant in the event staff's application is successful.

Summary:

The Washington State Library provides grants to support library workers pursuing professional development opportunities. The grant allows for funds of up to \$6,000 for staff to attend conferences, workshops, and seminars per federal fiscal year (October 1-September 30). The grant applications are informal and are submitted by the applying staff member via Survey Monkey.

Resolution No. 2023-27 will allow staff to apply for the grant, and also authorizes the City Manager to execute the grant documents in the event the grant application is successful.

Staff recommends adoption of Resolution No. 2023-27.

Fiscal Impact:

If approved, the grant will provide up to \$6,000 in new revenue for the City from the Washington State Library.

Attachments:

I. Resolution No. 2023-27

RESOLUTION NO. 2023-27

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING GRANT APPLICATION SUBMITTAL AND
ACCEPTANCE OF PROFESSIONAL DEVELOPMENT GRANT
FUNDS FROM THE WASHINGTON STATE LIBRARY.**

WHEREAS, the Washington State Library provides funding of up to \$1,000 per individual and up to \$6,000 per library to support staff attendance at conferences, workshops and seminars in 2023; and

WHEREAS, to advance professional development, the Richland Public Library intends to send staff to conferences and workshops with professional library organizations in 2023; and

WHEREAS, grant funds will directly support this effort and allow more staff to engage in professional development; and

WHEREAS, the Richland Public Library supports and encourages staff to pursue professional learning goals, and values a workforce that stays at the forefront of industry trends.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit Professional Development grant applications to the Washington State Library for cumulative funds of up to \$6,000.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents necessary to receive the grant funds in the event staff's application is successful.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 2023-28, Authorizing Application and Acceptance of Online Reading Services Grant from the Washington State Library

Department/Office
Parks & Public Facilities

Ordinance/Resolution Number:
2023-28

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-28, authorizing submission of a grant application to the Washington State Library for online reading services, and authorizing the City Manager to execute all documents necessary to receive the grant in the event the application is successful.

Summary:

The Washington State Library provides grants to support online reading services. The grant allows for funds of up to \$1,000 per year for 2023 and 2024 to support online reading service applications.

Resolution No. 2023-28 will allow staff to apply for the grant, and also authorizes the City Manager to execute the grant documents in the event the grant application is successful. The grant application is informal, and staff anticipates a subsequent contract document that is equally straightforward.

Staff recommends adoption of Resolution No. 2023-28.

Fiscal Impact: If approved, the grant will provide up to \$1,000 in new revenue for the City from the Washington State Library for 2023 and 2024.

Attachments:

1. Resolution No. 2023-28
2. Grant Application - Online Tracking Services Year Two Application 2023

RESOLUTION NO. 2023-28

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING APPLICATION AND ACCEPTANCE OF AN
ONLINE READING SERVICES GRANT FROM THE
WASHINGTON STATE LIBRARY.**

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

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

WHEREAS, the Washington State Library's Online Tracking Service Grant is non-competitive and offers reimbursement of up to \$1,000 per year for two (2) years for all eligible libraries towards new and existing online reading progress services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a non-competitive grant application to the Washington State Library for reimbursement of funds used to pay for an online reading progress service through Beanstack for up to \$1,000 a year for two (2) years.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents necessary to receive the grant in the event staff's application is successful.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



WASHINGTON
Secretary of State
Washington State Library



INSTITUTE of
Museum and Library
SERVICES

Online Tracking Services Year Two Application 2023

Application

This application is for grant recipients who are joining the project in year two. If you already receive grant funds for online tracking services, there's no need to re-apply.

Between 2022-2024, the Washington State Library (WSL) is offering grants to public and tribal libraries for online tracking services.

An online tracking service is a software program, often with an app and website, that facilitates participation in reading and library challenges. Many libraries use these for their summer programs, but you can use them for many other library programs, like reading challenges or special programs.

Your library may be reimbursed up to \$1,000 per year through 2024. Both public and tribal libraries in Washington State are eligible. This is a non-competitive grant, and everyone who applies will be eligible to receive this award.

For full information, please consult our [LibGuide](#).

Grant process:

1. Complete this application

2. Contract with a pre-approved online service
3. Submit proof of payment and request reimbursement
4. Submit a report each year (for an example of what we'll ask, see [2022's reporting form](#))
5. Attend an idea-sharing meeting with other grant recipients

Grant application deadline for 2023: **February 28th, 2023**

*** Which online tracking service will you use?**

*** Library**

Name	
Address	
City/Town	
ZIP/Postal Code	

*** Contracting Authority**

This is the person authorized to accept federal funding on behalf of your library

Name	
Email Address	
Phone Number	

*** Project Manager**

This is the person who will manage the program in your library

Name	
Email Address	
Phone Number	

*** Statewide Vendor Number ([Look Up Here](#))**

*** If selected, will you?**

- ☐ Agree to attend a virtual idea-sharing meeting in each year of the grant?
- ☐ Complete a brief annual report?

Thank you for your interest.

When you click the "Click here to submit" button below, your application will be sent to WSL.

We will contact you soon to let you know that your application has been approved. Next we will send a contract confirming your grant award. After this contract is executed, you may sign up for the pre-approved service that will be listed in the contract.

We are available to answer questions at WSLgrants@sos.wa.gov

Click here to submit your application

Powered by



See how easy it is to [create a survey](#).

[Privacy & Cookie Notice](#)



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-29, Authorizing a Consultant Agreement with Obsidian Forensics for Behavioral Health Services

Department/Office
Police

Ordinance/Resolution Number:
2023-29

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-29, authorizing the City Manager to sign and execute a consultant agreement with Obsidian Forensics.

Summary:

The Washington Association of Sheriffs and Police Chiefs (WASPC) has been allocated funding to establish a behavioral health support and suicide prevention program for law enforcement officers. The grant funds are managed by the Washington State Criminal Justice Training Commission (WSCJTC). The Richland Police Department has been awarded \$69,600 to implement the Richland Police Department Officer Resiliency Program, which includes working directly with Dr. Chechet with Obsidian Forensics.

On December 20, 2022, through Resolution No. 2022-152, the City Council authorized a grant agreement with the Washington State Criminal Justice Training Commission for officer wellness. The next step in the process is to contract with Obsidian Forensics to provide services to officers seeking support from the Richland Police Department Officer Resilience Program.

Staff recommends adoption of Resolution No. 2023-29.

Fiscal Impact: \$69,600 in grant funds from the Washington State Criminal Justice Training Commission is available to pay for this contract expense.

Attachments:

1. Resolution No. 2023-29
2. Draft Agreement with Obsidian Forensics

RESOLUTION NO. 2023-29

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH OBSIDIAN
FORENSICS FOR BEHAVIORAL HEALTH SERVICES.**

WHEREAS, the Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community; and

WHEREAS, funding has been allocated to the Washington Association of Sheriffs and Police Chiefs (WASPC) to establish a behavioral health support and suicide prevention program for law enforcement officers; and

WHEREAS, the grant funding is managed by the Washington State Criminal Justice Training Commission (WSCJTC); and

WHEREAS, the Richland Police Department was awarded \$69,600 for implementation of the Richland Police Department Officer Resiliency Program, which includes working directly with Dr. Cechet at Obsidian Forensics; and

WHEREAS, on December 20, 2022, Richland City Council adopted Resolution No. 2022-152, authorizing a grant agreement with the Washington State Criminal Justice Training Commission for officer wellness to receive these funds; and

WHEREAS, the City's best interests are served by executing a consultant agreement with Obsidian Forensics for the Richland Police Department Officer Resiliency Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Obsidian Forensics in the amount of \$69,600 for the provision of behavioral health services for the Richland Police Department Officer Resiliency Program.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

RPD Resiliency Program

This Agreement is entered into this 1st day of November, 2022 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Obsidian Forensics** ("**Consultant**"), a Washington limited liability company with service at 2132 N. 117th Street, Seattle, WA 98133. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. 152-2022
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. N/A
 4. ☐ Exhibit B: Solicitation No. N/A proposal response submitted by Consultant dated N/A.
 5. ☒ Additional Documents – Insurance form.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Sixty-Nine Thousand, Six Hundred Dollars and No Cents (\$69,600.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

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

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 3. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.

- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Dr. Stacy Cecchet
Name of Firm: Obsidian Forensics
Address: 2132 N. 117th Street
Address: Seattle, WA 98133
Email: drcecchet@obsidianfs.com
Phone Number: (425) 681-5003
Fax Number: (425) 322-3939

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

22. CONFIDENTIALITY

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

to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

Dr. Cecchet will provide up to 296 hours of professional services for the RPD that includes, but is not limited to:

1. Direct support for individuals and groups as it relates to behavioral health and wellness including but not limited to: vicarious trauma, posttraumatic stress, moral injury, compassion fatigue, and burnout.
2. Training on behavioral health impacts of working in law enforcement (i.e., burnout, vicarious trauma, PTSD, compassion fatigue, moral injury) and ways to promote wellness and resilience.
3. Case consultation for law enforcement to gain a better understanding of: victimology, criminology, interview strategies, investigation tactics, and potential case-related behavioral health impacts and evidence based-interventions.
4. Program development and operational support as it related to developing the RPD comprehensive wellness and resiliency program.

All services, including travel time, are billed at an hourly rate of \$225 per hour. Lodging is billed at an average rate of \$150 per night, up to \$3,000 total for the contract.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from January 1, 2023 to January 31, 2023 for \$24,058,914.14 including Travel Check Nos. 20254-20260, Accounts Payable Check Nos. 308002-308624, Accounts Payable Wire Nos. 9364-9408, Payroll Wires & ACH Nos. 13150-13198 Payroll Direct Deposit & Check Nos. 202906-203985 and Pension Check Nos. 6366-6390

Department/Office
Finance

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:

Approve the expenditures from January 1, 2023 to January 31, 2023 in the amount of \$24,058,914.14.

Summary:

Breakdown of Expenditures:

Travel Checks	20254-20260	\$4,067.16
Accounts Payable Checks	308002-308624	\$6,254,071.23
Accounts Payable Wires	9364-9408	\$11,452,706.10
Payroll Wires & ACH	13150-13198	\$3,416,997.65
Payroll Direct Deposit & Checks	202906-203985	\$2,904,012.88
Pension Checks	6366-6390	\$27,059.12
TOTAL		\$24,058,914.14

Fiscal Impact: Total Disbursements: \$24,058,914.14.

Attachments:

1. Expenditure Summary
2. Travel Checks
3. Accounts Payable Checks
4. Accounts Payable Wires
5. Payroll Wires & ACH
6. Payroll Direct Deposit & Checks
7. Pension Checks

Expenditure Summary - 1/1/2023 - 1/31/2023

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	REPORT	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Checks	(AP-TRVLCHKS-001)	20254	20260	7	\$4,067.16	\$182.00
Accounts Payable Checks	(AP-CHKHIST-DETAIL-001)	308002	308624	623	\$6,254,071.23	\$120,192.00
Accounts Payable Wires	(AP-WIRENOS-001)	9364	9408	45	\$11,452,706.10	\$0.00
Payroll Wires & ACH	(PR-WIRESACH-001)	13150	13198	49	\$3,416,997.65	\$0.00
Payroll Direct Deposit & Checks	(PR-CHKHIST-DETAIL-001)	202906	203985	1080	\$2,904,012.88	\$0.00
Pension Checks	(PR-CHKHIST-DETAIL-002)	6366	6390	25	\$27,059.12	\$0.00

\$24,058,914.14

AP Travel Checks - MUNIS 1/1/2023 - 1/31/2023

Travel Check Summary Information

CHECK DATE	START CHECK	END CHECK	CHECK KNT	CHECK TOTALS	VOID AMT
01/18/2023	20254	20257	4	\$2,417.56	\$0.00
01/25/2023	20258	20260	3	\$1,649.60	\$182.00
			7	\$4,067.16	\$182.00

Travel Check Detail Information

CHECK DATE	START CHECK	VOID	PAYEE	CHECK AMT	CHK COMMENT	VOID AMT	VOID COMMENT
01/18/2023	20254		JON AMUNDSON	\$270.00	23-002 SGR LEADERSHIP CONFEREN	\$0.00	
01/18/2023	20255		ANDREW C FLORENCE	\$287.00	23-003 SGR LEADERSHIP CONFEREN	\$0.00	
01/18/2023	20256		JOHN RABY	\$1137.00	23-025 FORCE SCIENCE CERTIFICA	\$0.00	
01/18/2023	20257		JOE SCHIESSL	\$723.56	23-004 SGR LEADERSHIP CONFEREN	\$0.00	
01/25/2023	20258		CHRISTOPHER MASON	\$808.25	23-037 WESTPOINT MODEL WEEK 1	\$0.00	
01/25/2023	20259	VOID	AMANDA WALLNER	\$0.00	VOID AFTER UPDATE 02/01/2023	\$182.00	
01/25/2023	20260		CLINT WHITNEY	\$841.35	23-005 NRU BOARD & PPC EXECUTI	\$0.00	
				\$4067.16		\$182.00	

Accounts Payable Checks

1/1/2023 - 1/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/03/2023	308002	P	10103	KERI RANDALL BADGLEY	\$177.30	0	010323PP	MEDICARE PREMIUM/BADGLEY
01/03/2023	308003	P	10160	LAURIE VERN BATES JR	\$135.50	0	010323PP	MEDICARE PREMIUM/BATES
01/03/2023	308004	P	10855	BEDEN, LARRY	\$170.10	0	010323PP	MEDICARE PREMIUM/BEDEN
01/03/2023	308005	P	10169	DALE A BRUNSON	\$148.10	0	010323PP	MEDICARE PREMIUM/BRUNSON
01/03/2023	308006	P	10170	RANDY H CARPER	\$669.10	0	010323PP	MEDICARE PREMIUM/CARPER
01/03/2023	308007	P	10167	MIKE CASE	\$165.10	0	010323PP	MEDICARE PREMIUM/CASE
01/03/2023	308008	P	10029	MICHAEL CLEAVENGER	\$164.90	0	010323PP	MEDICARE PREMIUM/CLEAVENGER
01/03/2023	308009	P	10028	WILL J CLEAVENGER	\$170.10	0	010323PP	MEDICARE PREMIUM/CLEAVENGER
01/03/2023	308010	P	10038	LARRY COUCH	\$170.10	0	010323PP	MEDICARE PREMIUM/COUCH
01/03/2023	308011	P	10166	JAMES J DEMYER	\$170.10	0	010323PP	MEDICARE PREMIUM/DEMYER
01/03/2023	308012	P	10048	DOUGLAS D DRIVER	\$164.90	0	010323PP	MEDICARE PREMIUM/DRIVER
01/03/2023	308013	P	10165	JOHN M GANLEY	\$170.10	0	010323PP	MEDICARE PREMIUM/GANLEY
01/03/2023	308014	P	12445	JAMES GREG GILL	\$170.10	0	010323PP	MEDICARE PREMIUM/GILL
01/03/2023	308015	P	31042	JAMES B GOULD	\$170.10	0	010323PP	MEDICARE PREMIUM/GOULD
01/03/2023	308016	P	10251	HIGGINS, FRED C	\$141.10	0	010323PP	MEDICARE PREMIUM/HIGGINS
01/03/2023	308017	P	10271	SCOTT K LARSON	\$170.10	0	010323PP	MEDICARE PREMIUM/LARSON
01/03/2023	308018	P	10156	DAVID L LEWIS	\$129.10	0	010323PP	MEDICARE PREMIUM/LEWIS
01/03/2023	308019	P	10164	ROBERT MOORE	\$170.10	0	010323PP	MEDICARE PREMIUM/MOORE
01/03/2023	308020	P	31512	JERALD S MORRELL	\$170.10	0	010323PP	MEDICARE PREMIUM/MORRELL
01/03/2023	308021	P	10117	DAVID W SPARKS	\$170.10	0	010323PP	MEDICARE PREMIUM/SPARKS
01/03/2023	308022	P	10119	WILLIAM TANNER	\$90.90	0	010323PP	MEDICARE PREMIUM/TANNER
01/03/2023	308023	P	10332	RANDAL L TAYLOR	\$170.10	0	010323PP	MEDICARE PREMIUM/TAYLOR
01/03/2023	308024	P	10163	GERALD D THOMAS	\$170.10	0	010323PP	MEDICARE PREMIUM/THOMAS
01/03/2023	308025	P	10800	ROY TURNER	\$170.10	0	010323PP	MEDICARE PREMIUM/TURNER
01/03/2023	308026	P	10151	GERALD ZIMMERMAN	\$170.10	0	010323PP	MEDICARE PREMIUM/ZIMMERMAN
01/03/2023	308027	P	10004	MARSHALL R BAKER	\$170.10	0	010323FP	MEDICARE PREMIUM/BAKER
01/03/2023	308028	P	10005	RON BEARDEMPHL	\$170.10	0	010323FP	MEDICARE PREMIUM/BEARDEMPHL
01/03/2023	308029	P	10180	CANFIELD, HARRY R	\$170.10	0	010323FP	MEDICARE PREMIUM/CANFIELD
01/03/2023	308030	P	10040	DANNY DOWNS	\$170.10	0	010323FP	MEDICARE PREMIUM/DOWNS
01/03/2023	308031	P	10085	JAMES P MULROY	\$170.10	0	010323FP	MEDICARE PREMIUM/MULROY
01/03/2023	308032	P	10086	DAVID MURRAY	\$136.10	0	010323FP	MEDICARE PREMIUM/MURRAY
01/03/2023	308033	P	10087	EDWARD A MYERS	\$170.10	0	010323FP	MEDICARE PREMIUM/MYERS
01/03/2023	308034	P	10820	OWEN, MICHAEL	\$138.10	0	010323FP	MEDICARE PREMIUM/OWEN

Accounts Payable Checks

1/1/2023 - 1/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/03/2023	308035	P	10533	JAMES POLLARD	\$170.10	0	010323FP	MEDICARE PREMIUM/POLLARD
01/03/2023	308036	P	10109	RODGERS, GARY H	\$168.30	0	010323FP	MEDICARE PREMIUM/RODGERS
01/03/2023	308037	P	10111	LARRY RONEY	\$155.10	0	010323FP	MEDICARE PREMIUM/RONEY
01/03/2023	308038	P	10116	DONALD SIEMENS	\$170.10	0	010323FP	MEDICARE PREMIUM/SIEMENS
01/03/2023	308039	P	12440	MARK STRATTON	\$170.10	0	010323FP	MEDICARE PREMIUM/STRATTON
01/03/2023	308040	P	10673	TERRY THRALL	\$170.10	0	010323FP	MEDICARE PREMIUM/THRALL
01/03/2023	308041	P	10142	ROYAL WEST	\$116.00	0	010323FP	MEDICARE PREMIUM/WEST
01/03/2023	308042	P	10148	CRAIG E WILLIAMSON	\$126.10	0	010323FP	MEDICARE PREMIUM/WILLIAMSON
01/04/2023	308043	P	10838	GRIGG ENTERPRISES INC	\$520.36	0	123122	PAINT - RPD
01/04/2023	308044	P	31437	ADEPT TESTING OCCUPATIONAL MEDICINE LLC	\$220.00	0	123122	PRE-EMP PHYSICAL: J WELLS
01/04/2023	308045	P	30764	HOLLIE ALEXANDER	\$484.86	0	123122	TUITION REIMBURSEMENT: ANNUAL
01/04/2023	308046	P	11492	ALS GROUP USA CORP	\$1,315.00	0	123122	BATTELLE 001 10-31-22 SAMPLING
01/04/2023	308047	P	10644	ANIXTER INC	\$13,698.37	0	123122	SWITCH & DEADENDS
01/04/2023	308048	P	10983	ANOVAWORKS	\$6,052.40	0	123122	ANNUAL HEARING TESTING - RPD 1
01/04/2023	308049	P	10547	ARBAUGH & ASSOCIATES INC	\$3,000.00	0	123122	Contract Fees - December 2022
01/04/2023	308050	P	11490	ARCHITECTS WEST INC	\$1,425.00	0	123122	UPTOWN PARKING LOT PHASE TWO C
01/04/2023	308051	P	11126	B AND B TRAILERS LLC	\$32.61	0	123122	HINGES VEH#4169 WO#68089
01/04/2023	308052	P	10207	BENTON COUNTY AUDITOR	\$7,790.94	0	123122	2022 NOVEMBER GENERAL ELECTION
01/04/2023	308053	P	10072	CITY OF KENNEWICK	\$3,360.42	0	123122	DANIEL TODD BACKGROUND INVESTI
01/04/2023	308054	P	10261	CITY OF RICHLAND	\$4,910.46	0	123122	DROP BOX HAULING WWTF NOV '22
01/04/2023	308055	VOID	999014	CONSERVATION REBATES	\$0.00	60000	123122	VOID AFTER UPDATE 01/04/2023
01/04/2023	308056	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,069.67	0	123122	MEADOWS E - IRRIGATION PUMP RE
01/04/2023	308057	P	11526	CORWIN OF PASCO LLC	\$618.51	0	123122	CORE RETURN VEH#3334 WO#66564
01/04/2023	308058	P	11981	ENVIROTECH SERVICES INC	\$9,587.45	0	123122	CALCIUM CHLORIDE WITH BOOST
01/04/2023	308059	P	10315	FERGUSON US HOLDINGS INC	\$195.38	0	123122	JOHN DAM - WATER LEAK REPAIR
01/04/2023	308060	P	10928	FOWLER GENERAL CONSTRUCTION INC	\$5,000.00	0	123122	FS 76 DEBRIEFS STIPEND 2.1.9 H
01/04/2023	308061	P	10203	W.W. GRAINGER, INC	\$1,026.89	0	123122	WARNING LIGHT (VEH 2493)
01/04/2023	308062	P	11813	HERC RENTALS INC	\$1,004.39	0	123122	MINI-EXCAVATOR FOR KEENE RD SW
01/04/2023	308063	P	12200	HUGHES FIRE EQUIPMENT, INC	\$1,846.78	0	123122	VALVE REPAIR KIT VEH#5047 WO#6
01/04/2023	308064	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$65.23	0	123122	JOHN DAM - WATER LEAK REPAIR
01/04/2023	308065	P	11600	MICHAEL D. TERRELL	\$698.51	0	123122	Leslie Groves Tennis Court Rep
01/04/2023	308066	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$1,719.00	0	123122	GOETHALS PARK - PORT-A-POTTY R
01/04/2023	308067	P	11835	MILLER PAINT COMPANY INC	\$235.61	0	123122	PAINTING - RPD

Accounts Payable Checks

1/1/2023 - 1/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/04/2023	308068	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$227.29	0	123122	WIPER BLADES VEH#5052 WO#68099
01/04/2023	308069	P	31258	NEWSDATA LLC	\$5,543.70	0	123122	Dispatch News Service (9/15/20
01/04/2023	308070	P	31835	THE BUILDING DEPARTMENT LLC	\$2,091.90	0	123122	NWCP Contract for Professional
01/04/2023	308071	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$20.76	0	123122	RETURNED VALVE VEH#3341 WO#674
01/04/2023	308072	P	10065	JOINT APPRENTICESHIP AND TRAINING COMMITTEE OF THE	\$11,409.22	0	123122	2022-2023 Lineman Saturday Sch
01/04/2023	308073	P	10357	OXARC INC	\$8.15	0	123122	WWTF CYLINDER RENTAL NOV '22
01/04/2023	308074	P	31206	CI - PW LLC	\$130.04	0	123122	WWTF H/C DISP RENT 5 GAL H2O N
01/04/2023	308075	P	999011	PARK PARTNERSHIP PROGRAM	\$3,166.67	0	123122	PARK PARTNERSHIP CONTRACT NO.
01/04/2023	308076	P	31621	PMI INC	\$10,820.24	0	123122	City Hall Econ Dev Office Adds
01/04/2023	308077	P	10879	PREMIER LANDSCAPING & DESIGN	\$391.32	0	123122	GP Pool Diagnosis
01/04/2023	308078	P	10724	PUBLIC SAFETY TESTING INC	\$950.00	0	123122	4TH QUARTER SUBSCRIPTION FEES:
01/04/2023	308079	P	10777	RIGGLE PLUMBING INC	\$622.09	0	123122	SINK/URINAL REPAIRS
01/04/2023	308080	P	10647	RIVER CITY TOWING INC	\$141.32	0	123122	TOW TO SHOPS VEH#2501 WO#68093
01/04/2023	308081	P	10440	SOLID WASTE SYSTEMS INC	\$82.79	0	123122	ADAPTER VEH#3363 WO#68094
01/04/2023	308082	P	10393	STONEWAY ELECTRIC SUPPLY	\$161.61	0	123122	SPRING NUTS FOR REPAIR OF BLOW
01/04/2023	308083	P	10961	TACOMA SCREW PRODUCTS INC	\$665.33	0	123122	SCREWS, NUTS, BITS, ETC. - WWT
01/04/2023	308084	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$69.86	0	123122	TIRE SWITCH VEH#3336 WO#67915
01/04/2023	308085	P	10027	THE PAPE' GROUP	\$57.61	0	123122	PANEL VEH#7119 WO#67431
01/04/2023	308086	P	32021	FORD OF HERMISTON LLC	\$941.56	0	123122	ENG LEAK REPAIR VEH#3334 WO#68
01/04/2023	308087	P	10187	TRANS UNION LLC	\$70.66	0	123122	Basic Service Credit Reporting
01/04/2023	308088	P	32083	WAUSAU EQUIPMENT COMPANY LLC	\$1,651.94	0	123122	PARKING STAND VEH#6581 WO#6803
01/04/2023	308089	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$4,018.53	0	123122	RADIATOR VEH#6619 WO#67766
01/04/2023	308090	P	10267	WSF, LLC	\$235.34	0	123122	FILTERS VEH#3315 WO#68117
01/04/2023	308091	P	999000	AUREF - Utility Customer Refunds	\$484.70	0	123122	4250 FRENCH ST
01/06/2023	308092	P	11492	ALS GROUP USA CORP	\$1,155.00	0	010123	FRAMATOME 10-17-22 SAMPLING EV
01/06/2023	308093	P	11076	BELL BROWN & RIO PLLC	\$26,306.39	0	010123	PROSECUTION SERVICES - JANUARY
01/06/2023	308094	P	10207	BENTON COUNTY AUDITOR	\$51.00	0	010123	Images
01/06/2023	308095	P	10009	COUNTY OF BENTON	\$10.00	0	010123	EXCISE TAX FOR BLA TWIN BRIDGE
01/06/2023	308096	VOID	10009	COUNTY OF BENTON	\$0.00	10	010123	VOID AFTER UPDATE 01/10/2023
01/06/2023	308097	VOID	10009	COUNTY OF BENTON	\$0.00	10	010123	VOID AFTER UPDATE 01/10/2023
01/06/2023	308098	P	11289	BMC SOFTWARE INC	\$5,844.09	0	010123	BMC Continuous Support for Tra
01/06/2023	308099	P	10841	CASELLE INC	\$178.00	0	010123	Caselle Contract Support and M
01/06/2023	308100	P	11644	COLLABWARE	\$8,000.00	0	010123	Collabspace Enterprise Renewal

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/06/2023	308101	P	11801	COLUMBIA SAFETY LLC	\$673.94	0	010123	CARDIAC SCIENCE DEFIB. PADS &
01/06/2023	308102	VOID	999014	CONSERVATION REBATES	\$0.00	60000	010123	VOID AFTER UPDATE 01/09/2023
01/06/2023	308103	P	31113	CONWAY DATA, INC.	\$5,500.00	0	010123	JAN 2023 SITE SELECTION AD
01/06/2023	308104	P	10559	INDUSTRIAL SOFTWARE SOLUTIONS I, LLC	\$22,397.63	0	010123	Wonderware Customer FIRST, Ter
01/06/2023	308105	P	11536	INFORMER SYSTEMS LLC	\$6,895.20	0	010123	SCHEDULE EXPRESS RENEWAL
01/06/2023	308106	P	10371	MOTOROLA SOLUTIONS INC	\$798,202.23	0	010123	MOTOROLA MAINTENANCE RENEWAL 4
01/06/2023	308107	P	11013	N HARRIS COMPUTER CORPORATION	\$100,474.08	0	010123	CIS and Infinity Link Support,
01/06/2023	308108	P	11013	N HARRIS COMPUTER CORPORATION	\$156,738.08	0	010123	GEMS FMS, HRMS, SUP APPS, SYS
01/06/2023	308109	P	11008	GOVERNMENTJOBS.COM INC	\$46,304.12	0	010123	NeoGov Renewal 2023 Contract #
01/06/2023	308110	P	12217	ONSOLVE INTERMEDIATE HOLDING COMPANY	\$25,678.22	0	010123	CODE RED/IPAWS RENEWAL
01/06/2023	308111	P	31206	CI - PW LLC	\$19.54	0	010123	Water Landfill Jan 2023
01/06/2023	308112	P	10075	PLANNING ASSOCIATION OF WASHINGTON	\$450.00	0	010123	MSTEVENS MEMBERSHIP PAW JAN 23
01/06/2023	308113	P	11006	SANITAS TECHNOLOGIES	\$395.00	0	010123	2023 Sanitas License Renewal
01/06/2023	308114	P	32027	TTB INVESTMENTS LLC	\$2,047.50	0	010123	RPD STORAGE UNIT JAN LEASE PAY
01/06/2023	308115	P	12160	TYLER TECHNOLOGIES, INC	\$66,194.12	0	010123	EnerGov Annual License and Mai
01/06/2023	308116	P	11395	INLAND NW FRANCHISING INC	\$850.00	0	010123	JANITORIAL SERVICES 01/01-01/3
01/06/2023	308117	P	11374	WASHINGTON ASSOCIATION OF PUBLIC RECORDS OFFICERS	\$25.00	0	010123	WAPRO MEMBERSHIP DUES-TONI FUL
01/06/2023	308118	P	10815	WATER SOLUTIONS INC	\$67.39	0	010123	WATER FILTRATION 01/07-02/06/2
01/11/2023	308119	P	10439	PYC LLC	\$317.04	0	123122	RPD UNIFORM LAUNDRY DECEMBER 2
01/11/2023	308120	P	10000	KBL, INC.	\$313.06	0	123122	2022 Trenchless Sewer Rehab Pr
01/11/2023	308121	P	10838	GRIGG ENTERPRISES INC	\$177.11	0	123122	24pk Water
01/11/2023	308122	P	31632	ADCOMM ENGINEERING LLC	\$5,645.00	0	123122	RED MOUNTAIN SITE ENGINEERING
01/11/2023	308123	P	10537	APOLLO INC	\$570.68	0	123122	City-wide HVAC Repair Services
01/11/2023	308124	P	10317	APOLLO SHEET METAL INC	\$1,600.00	0	123122	469 Tanglewood - Weissenfels -
01/11/2023	308125	P	11490	ARCHITECTS WEST INC	\$2,640.00	0	123122	City Hall - GSA Parking Adjust
01/11/2023	308126	P	31678	AT&T CORP	\$65.20	0	123122	FAX LINES 11/22-12/21/22
01/11/2023	308127	P	10367	BANK OF AMERICA	\$1,349.87	0	123122	BANK ANALYSIS FEES
01/11/2023	308128	P	11017	BASIN EXPRESS LLC	\$13.00	0	123122	FREIGHT CHARGE FOR PART VEH#33
01/11/2023	308129	P	10482	BENTON COUNTY PROSECUTOR'S OFFICE	\$2,955.85	0	123122	RICHLAND PERCENTAGE KIDS HAVEN
01/11/2023	308130	P	10009	COUNTY OF BENTON	\$455.45	0	123122	CRIME VICTIMS BCDC DECEMBER 22
01/11/2023	308131	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$2,420.33	0	123122	HELPING HANDS 4TH QTR 2022
01/11/2023	308132	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$118.03	0	123122	Algae Bloom Water Quality Lab

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/11/2023	308133	P	10008	BENTON PUD	\$555.26	0	123122	BADGER/SILLUSI UTILITIES 11/26
01/11/2023	308134	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$75.58	0	123122	COLLINS RD RADIO TOWER 11/28/2
01/11/2023	308135	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$1,234.83	0	123122	COL PT GOLF COURSE WATER LINE
01/11/2023	308136	P	10026	CASCADE NATURAL GAS CORP	\$2,161.27	0	123122	RPD NATURAL GAS CHARGES FOR 11
01/11/2023	308137	P	31177	CENGAGE LEARNING, INC.	\$3,307.50	0	123122	CHILTON LIBRARY/WA LEGAL FORMS
01/11/2023	308138	P	10240	CENTRAL HOSE & FITTINGS INC	\$243.69	0	123122	VALVE AND ADAPTERS FOR HYDRANT
01/11/2023	308139	P	10597	CHARTER COMMUNICATIONS	\$227.97	0	123122	RPD INTERNET ULTRA/STATIC IP 1
01/11/2023	308140	P	10055	CITY OF PASCO	\$1,341.67	0	123122	1/3 COST OF NEW ANIMAL SHELTER
01/11/2023	308141	P	10055	CITY OF PASCO	\$2,795.56	0	123122	DILLSWORTH - SWAT TRAINING REI
01/11/2023	308142	P	10261	CITY OF RICHLAND	\$5,955.46	0	123122	UTILITIES 12/01/22-01/05/23
01/11/2023	308143	P	10261	CITY OF RICHLAND	\$23,077.79	0	123122	BIO-SOLIDS LANDFILL FEES NOV '
01/11/2023	308144	P	10261	CITY OF RICHLAND	\$4,231.38	0	123122	22-083 Valle Guzman Hands-On M
01/11/2023	308145	P	10261	CITY OF RICHLAND	\$1,955.48	0	123122	224 Hillview - McGough - Windo
01/11/2023	308146	P	10877	CLAYTON WARD COMPANY	\$36,679.70	0	123122	Curbside/Commercial Recycling
01/11/2023	308147	P	11516	COLEMAN OIL COMPANY	\$353.57	0	123122	DIESEL REFILL
01/11/2023	308148	P	11644	COLLABWARE	\$3,000.00	0	123122	Storage Overages December (3TB
01/11/2023	308149	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$38.05	0	123122	Connectors
01/11/2023	308150	P	12494	CONSOR NORTH AMERICA INC	\$17,973.87	0	123122	WWTF AERATION BASIN #2 RETROFI
01/11/2023	308151	P	11444	CORPORATE TRANSLATION SERVICES	\$280.80	0	123122	TRANSLATION SERVICES 12/01-12/
01/11/2023	308152	P	11526	CORWIN OF PASCO LLC	\$149,082.17	0	123122	ONE NEW 2022 FORD INTERCEPTOR
01/11/2023	308153	P	10273	CRAFTSMAN CABINETS & FLOORCOVERING INC	\$1,260.00	0	123122	RETAINAGE, CONTRACT #266-22
01/11/2023	308154	P	31555	JULIE DAVIS	\$47.50	0	123122	REIMB JULY-DEC 2022 MILEAGE
01/11/2023	308155	P	31562	KATHY DEE	\$136.50	0	123122	DECEMBER CLASSES 8807
01/11/2023	308156	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$50.00	0	123122	EXPLOSIVE LICENSE RENEWAL RABY
01/11/2023	308157	P	10146	ENERGY NORTHWEST	\$330.00	0	123122	Environmental Sampling Dec 8&9
01/11/2023	308158	P	10268	FEDERAL EXPRESS CORP	\$135.02	0	123122	PRETRTMNT SAMPLE SHIP FPO 12-1
01/11/2023	308159	P	10315	FERGUSON US HOLDINGS INC	\$12.48	0	123122	PIPE ELBOWS (2) FOR WW OSG TAN
01/11/2023	308160	P	10315	FERGUSON US HOLDINGS INC	\$337.63	0	123122	GASKETS (5) FOR PUMP IN SOLIDS
01/11/2023	308161	P	31021	FRANKLIN COUNTY	\$2,722.25	0	123122	GARDNER - SWAT TRAINING REIMB
01/11/2023	308162	P	10220	FRONTIER FENCE INC	\$3,043.60	0	123122	City-wide Fence Repair Service
01/11/2023	308163	P	10050	GENERAL PACIFIC INC	\$228.70	0	123122	HARD DRAWN COPPER, ALUM TIE WI
01/11/2023	308164	P	30404	HEIDI GLASEN	\$21.00	0	123122	22-305 GLASEN EVIDENCE DISPOSA
01/11/2023	308165	P	31348	INDUSTRIAL CONSTRUCTION OF WASHINGTON	\$211,380.38	0	123122	Sodium Hypochlorite Facilities

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/11/2023	308166	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$309.80	0	123122	2022 Genetec Repairs, Contract
01/11/2023	308167	P	11843	IRON MOUNTAIN INC	\$223.39	0	123122	RPD SHRED SERVICE THRU 12/20/2
01/11/2023	308168	P	10406	JUB ENGINEERS INC	\$432.00	0	123122	2022-2026 Sewer System Modelin
01/11/2023	308169	P	30564	CHRISTIAN JABRI	\$21.00	0	123122	22-304 JABRI EVIDENCE DISPOSAL
01/11/2023	308170	P	10063	JACOBS & RHODES INC	\$13,724.43	0	123122	2381 Carriage - Burt - HP Loan
01/11/2023	308171	P	11917	JERAMY SCHULTZ	\$750.00	0	123122	WWL POPCORN FOR WINTERWONDERLA
01/11/2023	308172	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$183.29	0	123122	Answering Service - Dec 2022
01/11/2023	308173	P	11110	PUD NO. 1 OF KICKITAT COUNTY	\$339.93	0	123122	GOLGOTHA UTILITIES 11/30-12/30
01/11/2023	308174	P	31624	LANDAUER INC	\$421.60	0	123122	RADWATCHES - ANNEALING
01/11/2023	308175	P	10432	LANGUAGE LINE SERVICES INC	\$946.07	0	123122	TRANSLATION SERVICES 12/01-12/
01/11/2023	308176	P	10768	LAST MILE INC	\$1,663.94	0	123122	Horn Rapids Radio
01/11/2023	308177	P	30757	R. KIM LETTRICK	\$22.58	0	123122	22-219 LETTRICK 911 DIRECTORS
01/11/2023	308178	P	32088	ROBERT LEWIS	\$21.00	0	123122	22-303 LEWIS EVIDENCE DISPOSAL
01/11/2023	308179	P	10262	LIFE ASSIST INC	\$446.49	0	123122	PAX PEDIATRIC EMERGENCY BAG, R
01/11/2023	308180	P	10298	LN CURTIS & SONS	\$617.93	0	123122	RPD UNIFORM INSIGNIA
01/11/2023	308181	P	32092	LOOMIS ARMORED US LLC	\$582.00	0	123122	ARMORED CAR SERVICE NOVEMBER 2
01/11/2023	308182	P	31741	DAWN MACDONALD	\$558.60	0	123122	DECEMBER CLASSES 9146, 9145, 8
01/11/2023	308183	P	11473	PATTI L MASON	\$203.00	0	123122	DECEMBER CLASSES 9125, 9148
01/11/2023	308184	P	32066	COLLIN MCCABE	\$208.78	0	123122	REIMB MCCABE COLLIN NREMT AEMT
01/11/2023	308185	P	11652	MENKE JACKSON BEYER LLP	\$2,752.86	0	123122	ACCT. #056-FRIENDS OF COUNTRY
01/11/2023	308186	P	31823	MILLER'S ELECTRIC SERVICES LLC	\$2,747.73	0	123122	2022 Meter Repairs, CONTRACT #
01/11/2023	308187	P	31116	BAS INC	\$258.97	0	123122	RPD NCR FORMS
01/11/2023	308188	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$70.99	0	123122	CLEANING KITS FOR PRIMARY GRIT
01/11/2023	308189	P	31428	NATIONAL SAFETY INC	\$228.60	0	123122	CAL LIME FR CLS 2 VEST
01/11/2023	308190	P	30088	NCR PAYMENT SOLUTIONS CORPORATION	\$1,779.76	0	123122	MERCHANT SERVICE CHARGES DECEM
01/11/2023	308191	P	31505	SPORTSENGINE INC	\$37.00	0	123122	BACKGROUND CHECKS: LIBRARY
01/11/2023	308192	P	32086	NORTHWEST AUTOMOTIVE SUPPLY COMPANY LLC	\$271.75	0	123122	FLOOR SCRUB FOR SHOPS
01/11/2023	308193	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$3,566.00	0	123122	PRE-EMP PHYS: FELMLEY, SHELBY,
01/11/2023	308194	P	10357	OXARC INC	\$510.35	0	123122	WELDING SUPPLIES FOR SHOPS
01/11/2023	308195	P	31206	CI - PW LLC	\$296.97	0	123122	Water Landfill 12/2022
01/11/2023	308196	P	10232	PERFECTION GLASS INC	\$20,199.14	0	123122	224 Hillview - McGough - Windo
01/11/2023	308197	P	10456	PERMIT SURVEYING INC	\$2,685.00	0	123122	IDF & LANDFILL BLA TWIN BRIDGE
01/11/2023	308198	P	10828	PIPE OF WASHINGTON	\$228,404.02	0	123122	N Richland UV Disinfection Sys

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01/11/2023	308199	P	10274	REBUILDING & HARDFACING INC	\$4,350.17	0	123122	BLADES VEH#0030 WO#67243
01/11/2023	308200	P	11136	RICHARD SCHURFELD	\$258.00	0	123122	PORTAL SERVICE LOCATES DECEMBE
01/11/2023	308201	P	10939	RETAIL LOCKBOX INC	\$2,978.75	0	123122	UB PAYMENT PROCESSING DECEMBER
01/11/2023	308202	P	11012	RH2 ENGINEERING INC	\$1,853.23	0	123122	CENTER PARKWAY SOUTH-ENVIRONME
01/11/2023	308203	P	10957	RICHLAND DOWNTOWN BUSINESS IMPROVEMENT DISTRICT	\$1,509.00	0	123122	Q4 2022 BID Dues Payments
01/11/2023	308204	P	12318	RINGOLD EMBROIDERY	\$829.71	0	123122	TLJ317 TALL CORE JACKET WITT
01/11/2023	308205	P	10595	DR ROBERTS CONSTRUCTION INC	\$6,016.55	0	123122	1304 Potter - Mohl - Window Lo
01/11/2023	308206	P	11347	SANDY'S TROPHIES INC	\$162.11	0	123122	SERVICE PLAQUE: JOE BRAZEAU
01/11/2023	308207	P	30023	TAIFEI SCOTT	\$436.10	0	123122	DECEMBER CLASSES 9118
01/11/2023	308208	P	10606	SENIOR LIFE RESOURCES NW INC	\$7,500.00	0	123122	MEALS ON WHEELS Q1-3 CDBG 2022
01/11/2023	308209	P	10410	SHANNON & WILSON INC	\$92.50	0	123122	CPMP BOAT BASIN WIDENING NO. 1
01/11/2023	308210	P	12384	SILVERLINE ELECTRIC, LLC	\$5,258.41	0	123122	2022 Meter Repairs, CONTRACT #
01/11/2023	308211	P	11563	SMARSH, INC.	\$3,023.63	0	123122	SMARSH ANNUAL RENEWAL, CONTRAC
01/11/2023	308212	P	30027	SEATTLE SEWING SOLUTIONS INC	\$2,027.26	0	123122	Jumpsuits - Martin
01/11/2023	308213	P	31817	SPEAKWRITE LLC	\$563.55	0	123122	RPD TRANSCRIPTION USAGE DECEMB
01/11/2023	308214	P	10536	SPRAGUE PEST SOLUTIONS	\$235.39	0	123122	PEST CONTROL SVCS - DECEMBER
01/11/2023	308215	P	10961	TACOMA SCREW PRODUCTS INC	\$194.84	0	123122	14IN SS CABLE TIES 150# (100)
01/11/2023	308216	P	32084	PHILIP TAMOUSH	\$2,925.00	0	123122	ARBITRATION FOR IMPASSE OVER P
01/11/2023	308217	P	31735	MARQUES HARRER	\$7,167.50	0	123122	FD - WINTER COATS
01/11/2023	308218	P	30813	CLOUDBURST CONSULTING GROUP INC	\$8,725.00	0	123122	CLOUDBURST HOME ARP, CONTRACT
01/11/2023	308219	P	10481	WEST PUBLISHING CORPORATION	\$2,448.45	0	123122	ONLINE/SOFTWARE SUBSCRIPTION C
01/11/2023	308220	P	10642	SIRJMR INC	\$412.86	0	123122	RPD COFFEE DELIVERY & COOLER R
01/11/2023	308221	P	11971	TRUE NORTH EQUIPMENT INC.	\$286.43	0	123122	CREDIT FOR WHEELS
01/11/2023	308222	P	11145	UNDERWRITERS LABORATORIES INC	\$1,645.00	0	123122	ANNUAL AERIAL INSPECTION VEH#5
01/11/2023	308223	P	10793	UPTOWN BUSINESS IMPROVEMENT DISTRICT BOARD	\$2,552.85	0	123122	Q4 2022 DUES PAYMENTS
01/11/2023	308224	P	11131	SANDRA R NINEMIRE	\$1,186.77	0	123122	UNIFORM LAUNDRY SERVICE
01/11/2023	308225	P	10106	US LINEN & UNIFORM	\$462.25	0	123122	RPD TOWEL DELIVERY
01/11/2023	308226	P	10202	NORTHWEST ONE CALL SUBSURFACE WARNING SYSTEM	\$108.36	0	123122	Locating Services - Dec 2022
01/11/2023	308227	P	10860	VERIZON COMMUNICATIONS INC	\$159.46	0	123122	Verizon December 2022 Lifepack
01/11/2023	308228	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$91,668.29	0	123122	VISIT TRI-CITIES CONTRACT DUES
01/11/2023	308229	P	10325	WA STATE CRIMINAL JUSTICE TRAINING	\$500.00	0	123122	2276-1 IAT LEAD INSTRUCTOR REC
01/11/2023	308230	P	10140	WASHINGTON STATE PATROL	\$1,320.75	0	123122	BACKGROUND CHECKS: (8)

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01/11/2023	308231	P	10173	WASHINGTON STATE TREASURER	\$23,555.32	0	123122	12/22 FINES & FORFEITURES BC
01/11/2023	308232	P	11015	WEBCHECK INC	\$805.47	0	123122	WEBCHECK SERVICE DECEMBER 2022
01/11/2023	308233	P	30854	CLINT WHITNEY	\$27.15	0	123122	22-297 Whitney BPA Provider of
01/13/2023	308234	P	31231	ABM INDUSTRIES INC	\$15,663.53	0	010123	MULTIPLE FACILITIES JANITORIAL
01/13/2023	308235	P	10838	GRIGG ENTERPRISES INC	\$625.59	0	010123	STA 72 SUPPLIES / CARWASH / E5
01/13/2023	308236	P	10347	AIREFCO INC	\$19.58	0	010123	SHOPS 100 - RUN CAPACITOR
01/13/2023	308237	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$1,322.61	0	010123	FENCING - STEVENS PARK FENCE
01/13/2023	308238	P	10283	AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND	\$420.00	0	010123	2023 ASCAP MUSIC LICENSE
01/13/2023	308239	P	999000	AUREF - Utility Customer Refunds	\$12.63	0	010123	650 GEORGE WASHINGTON WAY Apt
01/13/2023	308240	P	999000	AUREF - Utility Customer Refunds	\$113.33	0	010123	3003 QUEENSGATE DR Apt 246
01/13/2023	308241	P	999000	AUREF - Utility Customer Refunds	\$48.96	0	010123	2513 DUPORTAIL ST Apt 333
01/13/2023	308242	P	999000	AUREF - Utility Customer Refunds	\$38.16	0	010123	451 WESTCLIFFE BLVD Apt E134
01/13/2023	308243	P	999000	AUREF - Utility Customer Refunds	\$237.70	0	010123	2127 SHERIDAN PL
01/13/2023	308244	P	999000	AUREF - Utility Customer Refunds	\$9.18	0	010123	2555 DUPORTAIL ST D326
01/13/2023	308245	P	999000	AUREF - Utility Customer Refunds	\$61.73	0	010123	1231 COVINA CT
01/13/2023	308246	P	999000	AUREF - Utility Customer Refunds	\$54.97	0	010123	250 GAGE BLVD 1093
01/13/2023	308247	P	999000	AUREF - Utility Customer Refunds	\$43.80	0	010123	1939 MEADOWS DR N
01/13/2023	308248	P	999000	AUREF - Utility Customer Refunds	\$12.23	0	010123	4270 NORRIS ST
01/13/2023	308249	P	999000	AUREF - Utility Customer Refunds	\$29.31	0	010123	250 GAGE BLVD 1098
01/13/2023	308250	P	999000	AUREF - Utility Customer Refunds	\$17.92	0	010123	1851 JADWIN AVE 409
01/13/2023	308251	P	999000	AUREF - Utility Customer Refunds	\$841.96	0	010123	2642 QUARTERHORSE WAY
01/13/2023	308252	P	999000	AUREF - Utility Customer Refunds	\$61.85	0	010123	451 WESTCLIFFE BLVD Apt E236
01/13/2023	308253	P	999000	AUREF - Utility Customer Refunds	\$108.97	0	010123	751 MEADOWS DR S
01/13/2023	308254	P	999000	AUREF - Utility Customer Refunds	\$19.10	0	010123	3003 QUEENSGATE DR Apt 156
01/13/2023	308255	P	999000	AUREF - Utility Customer Refunds	\$107.02	0	010123	250 GAGE BLVD 4057
01/13/2023	308256	P	999000	AUREF - Utility Customer Refunds	\$253.33	0	010123	3003 QUEENSGATE DR Apt 156
01/13/2023	308257	P	999000	AUREF - Utility Customer Refunds	\$94.50	0	010123	160 VAN GIESEN ST 309
01/13/2023	308258	P	10222	ASSOCIATION OF WASHINGTON CITIES	\$6,135.00	0	010123	2023 AWC DRUG/ALCOHOL CONSORTI
01/13/2023	308259	P	10001	BENTON CLEAN AIR AGENCY	\$16,913.96	0	010123	2023 Q1 ASSESSMENT
01/13/2023	308260	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$100.00	0	010123	2023 RCC MOBILE COMMISSARY PER
01/13/2023	308261	P	32075	BLUE TO GOLD LLC	\$720.00	0	010123	ADV INTERVIEW & INTERROGATION
01/13/2023	308262	P	10398	BOB RHODES HEATING & A/C INC	\$18,848.60	0	010123	1426 Johnston - Vore - HP Loan
01/13/2023	308263	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$1,713.98	0	010123	RCC - DIRECTOR'S OFFICE FURNIT

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/13/2023	308264	P	11685	CARDINAL HEALTH 130, LLC	\$132.95	0	010123	SODIUM CL IS 0.9%
01/13/2023	308265	P	10461	CAROLINA SOFTWARE INC.	\$500.00	0	010123	WasteWORKS Quarterly Software
01/13/2023	308266	P	10841	CASELLE INC	\$178.00	0	010123	Caselle Contract Support and M
01/13/2023	308267	P	11149	CELLEBRITE INC.	\$2,110.88	0	010123	CAS SINGLE UNLOCK
01/13/2023	308268	P	31406	CENTER POINT INC	\$3,594.96	0	010123	PLATINUM MYSTERY SERIES/WESTER
01/13/2023	308269	P	10597	CHARTER COMMUNICATIONS	\$171.98	0	010123	CABLE SERVICES 12/30/22-01/29/
01/13/2023	308270	P	10261	CITY OF RICHLAND	\$500.00	0	010123	1426 Johnston - Vore - HP Reba
01/13/2023	308271	P	11141	CIVICPLUS	\$13,066.59	0	010123	CivicClerk Annual Fee Renewal
01/13/2023	308272	P	11516	COLEMAN OIL COMPANY	\$20,177.56	0	010123	WEEKLY CARD LOCK FUEL 1/2-1/8/
01/13/2023	308273	P	11907	SYCURE CORP	\$1,130.00	0	010123	100Mbps Full Duplex Fiber Serv
01/13/2023	308274	P	10135	CI SUPPORT LLC	\$108.86	0	010123	ONSITE 64 GALLON RECURRING SHR
01/13/2023	308275	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$100.57	0	010123	VANDALISM - STEVENS PARK- HAND
01/13/2023	308276	P	11881	TARGETSOLUTIONS LEARNING, LLC	\$404.19	0	010123	TSCRPRO - CREWSENSE JANUARY 20
01/13/2023	308277	P	10858	CROWN PAPER & JANITORIAL SUPPLY INC	\$11,865.26	0	010123	JANITORIAL PAPER PRODUCTS
01/13/2023	308278	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$752.24	0	010123	JANUARY 2023 - INSPIRATION POI
01/13/2023	308279	P	11445	DAY MANAGEMENT CORPORATION	\$41,306.00	0	010123	2023 ANNUAL MAINTENANCE AGREEM
01/13/2023	308280	P	11333	ENVISIONWARE INC	\$9,831.33	0	010123	ENVISIONWARE SOFTWARE
01/13/2023	308281	P	10315	FERGUSON US HOLDINGS INC	\$222.00	0	010123	VANDALISM - CLAYBELL COMFORT
01/13/2023	308282	P	30874	BRENT THOMAS	\$108.70	0	010123	HORN RAPIDS - STORAGE UNIT - J
01/13/2023	308283	P	32079	FORCE SCIENCE LTD	\$1,650.00	0	010123	FORCE SCIENCE CERTIFICATION RE
01/13/2023	308284	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$84.06	0	010123	TELEPHONE CHARGES 01/01/23-01/
01/13/2023	308285	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$79.93	0	010123	PHONE LINES 01/04-02/03/23
01/13/2023	308286	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$227.93	0	010123	FAX LINES 01/01-01/31/23
01/13/2023	308287	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$835.74	0	010123	RECORDING FEE - EE LIENS & REL
01/13/2023	308288	P	10050	GENERAL PACIFIC INC	\$60.51	0	010123	CONNECTORS_E4
01/13/2023	308289	P	10011	BENTON FRANKLIN WALLA WALLA GOOD ROADS AND	\$250.00	0	010123	2023 Membership Dues P ROGalsky
01/13/2023	308290	P	10203	W.W. GRAINGER, INC	\$6,414.20	0	010123	GRAINGER ITEMS
01/13/2023	308291	P	31387	GRIFFEYE INC	\$7,475.00	0	010123	RPD GRIFFEYE ANALYZE DI PRO LI
01/13/2023	308292	P	32041	LAURA HESTER	\$12,000.00	0	010123	MOVING EXPENSES REIMBURSEMENT
01/13/2023	308293	P	11895	IDENTITY AUTOMATION, LP	\$1,630.50	0	010123	MULTI-FACTOR AUTHENTICATION RE
01/13/2023	308294	P	10837	INTERGRAPH CORPORATION	\$6,326.21	0	010123	BUSINESS INTELLIGENCE MAINTENA

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01/13/2023	308295	P	11666	IWATER, INC	\$2,000.00	0	010123	Annual Support for infraMAP Fi
01/13/2023	308296	P	10768	LAST MILE INC	\$9,545.89	0	010123	Horn Rapids Radio
01/13/2023	308297	P	32093	TONI LEHMAN	\$79.00	0	010123	23-006 LEHMAN HOME-ARP TRAININ
01/13/2023	308298	P	10262	LIFE ASSIST INC	\$988.73	0	010123	NEBULIZER TO BAG MASK ADAPTER
01/13/2023	308299	P	30780	CREATIVE EMPIRE, LLC	\$4,431.25	0	010123	MANGO CONVERSATIONS ENTERPRISE
01/13/2023	308300	P	11059	MCBRIDE HEREFORD RANCHES INC	\$12,227.15	0	010123	GOLGOTHA LEASE RENEWAL 2023
01/13/2023	308301	P	11835	MILLER PAINT COMPANY INC	\$166.76	0	010123	LIBRARY - PAINTING
01/13/2023	308302	P	10358	MOON SECURITY SERVICES INC	\$730.26	0	010123	BASIC FIRE TOTAL CONNECT COMM
01/13/2023	308303	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$172.18	0	010123	OIL DRY STA 72
01/13/2023	308304	P	11008	GOVERNMENTJOBS.COM INC	\$27,603.27	0	010123	NeoGov EForms & HRIS Integrati
01/13/2023	308305	P	10263	NORCO INC	\$663.03	0	010123	GLOVES
01/13/2023	308306	P	10357	OXARC INC	\$45.38	0	010123	SHOPS 100 - ARGON
01/13/2023	308307	P	31206	CI - PW LLC	\$68.41	0	010123	BOTTLED WATER FOR DECEMBER PUR
01/13/2023	308308	P	32070	PARISI & VENTURNI CORP	\$4,886.78	0	010123	HEMORRHAGE CONTROL ARM TRAINER
01/13/2023	308309	P	31402	PATCH MY PC LLC	\$1,466.47	0	010123	Patch My PC 1 Year Enterprise
01/13/2023	308310	P	30887	POWERDMS, INC	\$7,043.81	0	010123	RPD POWER POLICY PRO SUBSCRIPT
01/13/2023	308311	P	10653	PROQUEST LP	\$1,082.70	0	010123	HERITAGE UNIVERSITY ONLINE 1/2
01/13/2023	308312	P	30460	PUBLIC LIBRARIES OF WASHINGTON	\$381.63	0	010123	PUBLIC LIBRARIES OF WASHINGTON
01/13/2023	308313	P	31809	CRAIG RAPP	\$12,218.89	0	010123	Consultant Agreement
01/13/2023	308314	P	31066	RECAST SOFTWARE	\$1,985.95	0	010123	Recast Annual Renewal Tier 1 2
01/13/2023	308315	P	10595	DR ROBERTS CONSTRUCTION INC	\$1,370.40	0	010123	1317 McPherson - Green - Windo
01/13/2023	308316	P	10397	STATE OF WASHINGTON	\$8,950.00	0	010123	K20 BANDWIDTH USAGE 7/22-6/23
01/13/2023	308317	P	12492	SITEIMPROVE, INC.	\$6,214.64	0	010123	Professional Suite Prem. Suppo
01/13/2023	308318	P	10536	SPRAGUE PEST SOLUTIONS	\$282.09	0	010123	STATION 71 - PEST CONTROL
01/13/2023	308319	P	10393	STONEWAY ELECTRIC SUPPLY	\$2,331.22	0	010123	LIBRARY - BALLASTS
01/13/2023	308320	P	11249	COMPLETELY IT	\$1,148.00	0	010123	2023 LICENSE
01/13/2023	308321	P	11244	TECHPOWER SOLUTIONS INC	\$15,944.12	0	010123	CAD SERVER MAINTENANCE
01/13/2023	308322	P	11002	TRANSOFT SOLUTIONS INC	\$1,043.52	0	010123	AutoTURN Map Renewal 2023 QUO-
01/13/2023	308323	P	10866	TRITECH SOFTWARE SYSTEMS	\$3,913.20	0	010123	TRITECH BILLING BASIC ANNUAL S
01/13/2023	308324	P	11054	VALUE LINE PUBLISHING INC	\$5,000.00	0	010123	VALUE LINE RESEARCH CENTER ONL
01/13/2023	308325	P	31285	VIDEOLINK INC	\$135.88	0	010123	HEADSET REPLACEMENT
01/13/2023	308326	P	10878	WA STATE DEPT OF NATURAL RESOURCES	\$6,000.00	0	010123	C5100096242 RI Yakima (Waterli
01/13/2023	308327	P	11374	WASHINGTON ASSOCIATION OF PUBLIC RECORDS OFFICERS	\$25.00	0	010123	WAPRO Renewal - Jody Provenche

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01/13/2023	308328	VOID	30001	WASHINGTON RECREATION & PARK ASN	\$0.00	172	010123	VOID AFTER UPDATE 01/27/2023
01/13/2023	308329	P	999003	WASTEWORCS REFUND	\$388.97	0	010123	Refund overpayment WW account
01/13/2023	308330	P	999003	WASTEWORCS REFUND	\$821.28	0	010123	Refund overpayment WW account
01/13/2023	308331	P	999003	WASTEWORCS REFUND	\$404.76	0	010123	Refund overpayment WW account
01/13/2023	308332	P	999003	WASTEWORCS REFUND	\$248.88	0	010123	Refund overpayment WW account
01/13/2023	308333	P	12483	ZOLL MEDICAL SUPPLY	\$1,090.96	0	010123	CPR STAT PADZ - THERMAL PAPER
01/18/2023	308334	P	31318	A WORKSAFE SERVICE INC	\$345.00	0	123122	DOT/PRE-EMP DRUG TESTING: CRAW
01/18/2023	308335	P	31231	ABM INDUSTRIES INC	\$449.25	0	123122	SATELITE PD STATIONS - JANITOR
01/18/2023	308336	P	10838	GRIGG ENTERPRISES INC	\$365.38	0	123122	AA BATTERIES 4PK TORCH TRIGGER
01/18/2023	308337	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$2,125.73	0	123122	15.96 TON ROCK - 5/8 TOP COURS
01/18/2023	308338	P	11402	ANDERSON HEIGHTS DEVELOPMENT LLC	\$358.43	0	123122	STREET LATECOMER REIMBURSEMENT
01/18/2023	308339	P	10644	ANIXTER INC	\$5,088.52	0	123122	BOLTS
01/18/2023	308340	P	31205	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	\$562.04	0	123122	LINEN CHARGES FOR DECEMBER
01/18/2023	308341	P	11490	ARCHITECTS WEST INC	\$3,800.00	0	123122	UPTOWN PARKING LOT - PHASE TWO
01/18/2023	308342	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$2,053.13	0	123122	SPEC RENT/FREIGHT
01/18/2023	308343	P	999000	AUREF - Utility Customer Refunds	\$20.00	0	123122	1443 CIMARRON PL
01/18/2023	308344	P	30328	BLANDINA RENEE VALENZUELA	\$850.00	0	123122	VHF COMMUNICATIONS PROJECT DEC
01/18/2023	308345	P	10281	BENTON COUNTY	\$116,908.77	0	123122	CUSTODY COSTS DECEMBER 2022
01/18/2023	308346	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$10,072.70	0	123122	BFCAC NOV 2022 REIMBURSEMENT
01/18/2023	308347	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$2,746.00	0	123122	WATER SAMPLING ANALYSIS
01/18/2023	308348	P	10008	BENTON PUD	\$4,891.64	0	123122	C176-22 SAFETY TRAINING
01/18/2023	308349	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$1,999.77	0	123122	12/22-385100 KENNEDY BOOSTER S
01/18/2023	308350	P	11272	BOYD'S TREE SERVICE LLC	\$46,849.30	0	123122	2022 Tree Service Removal City
01/18/2023	308351	P	11172	CABLE HUSTON LLP	\$180.00	0	123122	C 145-15 Electric Utility Lega
01/18/2023	308352	P	10707	CABOT J DOW	\$1,006.25	0	123122	LABOR RELATIONS & NEGOTIATION
01/18/2023	308353	P	12229	CANON FINANCIAL SERVICES, INC	\$581.17	0	123122	CANON-IRC55501-XLG04984 - DECE
01/18/2023	308354	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	123122	12/22-28638100009 110 SAINT WT
01/18/2023	308355	P	10261	CITY OF RICHLAND	\$168,100.27	0	123122	CITY UTILITY BILLS/DEC 2022
01/18/2023	308356	P	10261	CITY OF RICHLAND	\$30,301.14	0	123122	LANDFILL CHARGES - DECEMBER
01/18/2023	308357	P	10261	CITY OF RICHLAND	\$3,327.11	0	123122	22-013 Bircher NWPPA 2022 E&O
01/18/2023	308358	P	10877	CLAYTON WARD COMPANY	\$352.43	0	123122	OFFICE PAPER RECYCLING - DECEM
01/18/2023	308359	P	10135	CI SUPPORT LLC	\$151.91	0	123122	CI SHRED SERVICE - WO CODE 025

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01/18/2023	308360	P	31507	COLUMBIA RIVER ELECTRIC MAINTENANCE	\$997.80	0	123122	Electrical Serv-Genetec Card A
01/18/2023	308361	P	31360	COMMONSTREET CONSULTING LLC	\$2,305.91	0	123122	Vantage Highway Pathway Ph2 Ta
01/18/2023	308362	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$403,028.29	0	123122	SHOPS 100 - RECYCLE KIT
01/18/2023	308363	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$269.95	0	123122	RPD - BALLAST, BULBS
01/18/2023	308364	P	32097	DANA SAFETY SUPPLY	\$1,831.70	0	123122	RESPONDER KIT/VOICE PROJ UNIT/
01/18/2023	308365	P	10365	DAVID EVANS & ASSOCIATES INC	\$12,418.49	0	123122	Center Parkway North-Railroad
01/18/2023	308366	P	30188	DIMENSIONAL COMMUNICATIONS INC.	\$8,538.39	0	123122	COUNCIL CHAMBER A/V MAINTENANC
01/18/2023	308367	P	32053	GEISLER, DEVIN	\$3,000.00	0	123122	Howard Amon Roundabout Shade D
01/18/2023	308368	P	31686	DKS ASSOCIATES	\$1,890.00	0	123122	2022 Local Road Safety Plan 40
01/18/2023	308369	P	10801	DOMESTIC VIOLENCE SVCS OF BNTN & FRNKLN COUNTIES	\$888.50	0	123122	RICHLAND GRANT DOMESTIC VIOLEN
01/18/2023	308370	P	10950	DREAM BUILDERS LLC	\$298.69	0	123122	STREET LATECOMER REIMBURSEMENT
01/18/2023	308371	P	11169	EFFICIENCY SOLUTIONS LLC	\$6,034.50	0	123122	C07-21 COMMERCIAL ENERGY EFFIC
01/18/2023	308372	P	11115	ELECTRIC POWER SYSTEMS INC	\$37,763.00	0	123122	Contract # 193-22; City View S
01/18/2023	308373	P	11362	ELIJAH FAMILY HOMES	\$2,829.67	0	123122	TTS PROGRAM Q42022 GRANT PAYME
01/18/2023	308374	P	11362	ELIJAH FAMILY HOMES	\$719.05	0	123122	TTSY PROGRAM 2022 GRANT PAYMEN
01/18/2023	308375	P	30216	MIKE EMERICK	\$103.13	0	123122	EMERICK - 2022 BOLT CREEK FIRE
01/18/2023	308376	P	31840	EMPHASYS COMPUTER SOLUTIONS	\$18,800.00	0	123122	SymPro Debt/Investment Mgmt 32
01/18/2023	308377	P	10146	ENERGY NORTHWEST	\$1,032.85	0	123122	TESTING WWTF INFLU/EFFLU SAMPL
01/18/2023	308378	P	11981	ENVIROTECH SERVICES INC	\$31,302.66	0	123122	SALT CALCIUM CHLORIDE WITH BOO
01/18/2023	308379	P	10315	FERGUSON US HOLDINGS INC	\$6,505.77	0	123122	CONCRETE METER BOXES/NICOR LID
01/18/2023	308380	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$8,277.50	0	123122	22-22 COSA AND FINANCIAL ANALY
01/18/2023	308381	P	30378	FORTUNATO INC	\$298.69	0	123122	STREET LATECOMER REIMBURSEMENT
01/18/2023	308382	P	10220	FRONTIER FENCE INC	\$739.16	0	123122	City-wide Fence Repair Service
01/18/2023	308383	P	30385	FULTON, TONI	\$45.00	0	123122	REIMB SHARED VALUES GIFT CARD
01/18/2023	308384	P	10369	G & R AG PRODUCTS INC	\$4,579.74	0	123122	MLT-NIP/TEE/ELBOW/ADPTR/COUP/C
01/18/2023	308385	P	31421	GARY A TUCCI	\$4,965.93	0	123122	HRSST December Invoice 2022
01/18/2023	308386	P	12168	GEOPROFESSIONAL INNOVATION CORPORATION	\$13,512.50	0	123122	Geotechnical Engineering Suppo
01/18/2023	308387	P	10692	HARRINGTON INDUSTRIAL PLASTICS LLC	\$2,219.34	0	123122	MAG METER FLOW SNSR W/DISP WTP
01/18/2023	308388	P	10046	HD FOWLER CO	\$932.65	0	123122	400-FOG6 1.5" METER GASKIT 2 F
01/18/2023	308389	P	11813	HERC RENTALS INC	\$100.72	0	123122	4.29 GALLON OF LIQUID PROPANE
01/18/2023	308390	P	11286	HILL INTERNATIONAL INC	\$6,870.72	0	123122	Consultant Agreement - FS 76,
01/18/2023	308391	P	10288	HJ ARNETT INDUSTRIES LLC	\$368.01	0	123122	REPAIRS OF CHANCE HIGH VOLTAGE

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01/18/2023	308392	P	31209	WALTEK II, INCORPORATED	\$1,111.25	0	123122	Soil Testing Henderson Loop
01/18/2023	308393	P	30058	INFOSEND, INC.	\$36,954.46	0	123122	InfoSend - Utility Statement S
01/18/2023	308394	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$1,850.62	0	123122	2022 Genetec Repairs, Contract
01/18/2023	308395	P	10496	ITRON INC	\$48,602.68	0	123122	W STOCK - ITRON
01/18/2023	308396	P	10406	JUB ENGINEERS INC	\$20,357.00	0	123122	Traffic Impact Fee Update-Zone
01/18/2023	308397	P	30568	DAMON JANSEN	\$49.35	0	123122	22-249 JANSEN IA PRO CONFERENC
01/18/2023	308398	P	31350	JOHNSON BARROW INC	\$2,684.90	0	123122	TROUBLESHOOT CITY HALL COMPRES
01/18/2023	308399	P	31543	JORDAN MECHANICAL GROUP LLC	\$886.50	0	123122	RETAINAGE, CONTRACT #323-22
01/18/2023	308400	P	10432	LANGUAGE LINE SERVICES INC	\$489.13	0	123122	TRANSLATION SERVICES 12/01-12/
01/18/2023	308401	P	10298	LN CURTIS & SONS	\$819.60	0	123122	FD SELF CONTAINED BREATHING AP
01/18/2023	308402	P	30789	CHRISTOPHER MASON	\$0.28	0	123122	22-021 MASON WHIA CONFERENCE S
01/18/2023	308403	P	11787	MATRIX CONSULTING GROUP, LTD	\$14,200.00	0	123122	Development Process Performanc
01/18/2023	308404	P	11576	MERCER (US) INC	\$10,416.67	0	123122	2022 Benefits Consulting & Bro
01/18/2023	308405	P	11600	MICHAEL D. TERRELL	\$2,476.89	0	123122	Rivers to Ridges Trail Master
01/18/2023	308406	P	11214	MIDWEST LABORATORIES INC	\$400.00	0	123122	COR COMPOST FAC ROWS 40-48 SAM
01/18/2023	308407	P	31823	MILLER'S ELECTRIC SERVICES LLC	\$1,308.06	0	123122	RETAINAGE, CONTRACT #191-22
01/18/2023	308408	P	31505	SPORTSENGINE INC	\$888.00	0	123122	BACKGROUND CHECKS: RECREATION
01/18/2023	308409	P	12030	NORTHWEST POWERBOAT ASSOCIATION	\$17,500.00	0	123122	2022 RICHLAND REGATTA - HOTEL
01/18/2023	308410	P	30912	NORTHWEST RENTAL CENTER, INC.	\$10.60	0	123122	1.5 GALLON OF LIQUID PROPANE W
01/18/2023	308411	P	11132	WALLA WATER INC	\$17,063.25	0	123122	City-wide Overhead Door Repair
01/18/2023	308412	P	10357	OXARC INC	\$90.83	0	123122	Cylinders rental
01/18/2023	308413	P	12375	PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC	\$669.06	0	123122	STREET LATECOMER REIMBURSEMENT
01/18/2023	308414	P	10862	PARAMETRIX INC	\$12,689.74	0	123122	HORN RAPIDS LANDFILL CLOSURE P
01/18/2023	308415	P	30429	JORY PARISH	\$1.00	0	123122	22-275 PARISH HONOR GUARD TRAI
01/18/2023	308416	P	30437	MICHELE PEIFFER	\$62.88	0	123122	REIMBURSEMENT OF UNIFORM PANTS
01/18/2023	308417	P	10074	PORT OF BENTON	\$58,576.10	0	123122	Interlocal Agreement Contract
01/18/2023	308418	P	30055	POWER CITY ELECTRIC INC	\$28,346.40	0	123122	City View Sandhill Crane Relay
01/18/2023	308419	P	31210	LEPS-PSS, PLLC	\$2,400.00	0	123122	POST COE PSYCH EVAL/SAR: (8)
01/18/2023	308420	P	11038	QUALITY COATINGS INSPECTION & CONSULTING INC	\$4,940.00	0	123122	2022 Reservoir Coating Project
01/18/2023	308421	P	31809	CRAIG RAPP	\$2,060.69	0	123122	Consultant Agreement
01/18/2023	308422	P	11012	RH2 ENGINEERING INC	\$7,479.44	0	123122	2022 Water System Hydraulic Mo
01/18/2023	308423	P	31422	RHOMAR INDUSTRIES INC.	\$1,087.68	0	123122	24 GAL NEUTRO-WASH STREETS
01/18/2023	308424	P	30484	RICHLAND 132, LLC	\$875.15	0	123122	STREET LATECOMER REIMBURSEMENT

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/18/2023	308425	P	10647	RIVER CITY TOWING INC	\$314.16	0	123122	RPD TOW CHARGE 12/19/22
01/18/2023	308426	P	30491	BRENDA J RODGERS	\$187.01	0	123122	RODGERS - 2022 BOLT CREEK FIRE
01/18/2023	308427	P	10239	CLEARWATER TECH LLC	\$752.75	0	123122	City-wide Plumbing Services 83
01/18/2023	308428	P	31429	RYN BUILT HOMES LLC	\$376.29	0	123122	STREET LATECOMER REIMBURSEMENT
01/18/2023	308429	P	11347	SANDY'S TROPHIES INC	\$151.79	0	123122	SERVICE PLAQUE: RHONDA SCHENNU
01/18/2023	308430	P	10311	SEA WESTERN INC	\$3,483.18	0	123122	FD - TURNOUT SET/DEROUSIE
01/18/2023	308431	P	32039	SEYFARTH SHAW LLP	\$61.00	0	123122	116676-000002 LABOR REPRESENTA
01/18/2023	308432	P	10410	SHANNON & WILSON INC	\$931.00	0	123122	WETLAND MONITORING 221-19
01/18/2023	308433	P	30027	SEATTLE SEWING SOLUTIONS INC	\$525.56	0	123122	Jumpsuit - Lundquist
01/18/2023	308434	P	12458	STANDARD PLUMBING HEATING CONTROLS	\$661.64	0	123122	LIBRARY - FLOW BOARD
01/18/2023	308435	P	30049	T.C. SHERRY & ASSOCIATES, P.S.	\$29,845.55	0	123122	Economy Inn Geotech & Design (
01/18/2023	308436	P	10118	STEEBER'S LOCK SERVICE	\$14.95	0	123122	Duplicate keys - solid waste c
01/18/2023	308437	P	10393	STONEWAY ELECTRIC SUPPLY	\$164.87	0	123122	B-LINE BS4SH-120GLVSHALLOW CHA
01/18/2023	308438	P	10961	TACOMA SCREW PRODUCTS INC	\$292.39	0	123122	SELLARS TOOLBOX WHITE RAGS 18
01/18/2023	308439	P	30813	CLOUDBURST CONSULTING GROUP INC	\$10,832.50	0	123122	CLOUDBURST HOME ARP, CONTRACT
01/18/2023	308440	P	12054	TRANSCO GROUP USA, INC	\$41,214.13	0	123122	Downtown Connectivity Design -
01/18/2023	308441	P	10128	THE MCCLATCHY COMPANY	\$985.20	0	123122	NOTICE OF PUBLIC HEARING COMP
01/18/2023	308442	P	12160	TYLER TECHNOLOGIES, INC	\$5,600.00	0	123122	EnerGov per Contract 184-17 Am
01/18/2023	308443	P	10302	UNIVAR SOLUTIONS USA INC	\$6,490.24	0	123122	2550 LB SOD PERMANG CARUSOL 19
01/18/2023	308444	P	10512	US BANK N A	\$248.00	0	123122	DECEMBER 2022 POOLED INVESTMEN
01/18/2023	308445	P	11840	US DEPARTMENT OF AGRICULTURE	\$5,732.25	0	123122	2022 Landfill Bird Management
01/18/2023	308446	P	10860	VERIZON COMMUNICATIONS INC	\$881.18	0	123122	CELL PHONES 12/07/22-01/06/23
01/18/2023	308447	P	31462	WELLABLE LLC	\$2,625.00	0	123122	Wellable August 2022 - 14266
01/18/2023	308448	P	11311	MARK BAUDER	\$1,415.78	0	123122	STREET LATECOMER REIMBURSEMENT
01/18/2023	308449	P	10194	XEROX CORPORATION	\$7,704.02	0	123122	COPIER CHARGES FROM 10/21/22 T
01/20/2023	308450	P	10157	AMERIGAS	\$1,120.93	0	010123	PROPANE REFILL
01/20/2023	308451	P	10644	ANIXTER INC	\$15,218.00	0	010123	DEVICES_UG
01/20/2023	308452	P	31115	BIG DATA USA LLC	\$1,575.00	0	010123	ATOZ SUBSCRIPTION 12/22-12/23
01/20/2023	308453	P	999000	AUREF - Utility Customer Refunds	\$48.62	0	010123	650 GEORGE WASHINGTON WAY Apt
01/20/2023	308454	P	999000	AUREF - Utility Customer Refunds	\$168.34	0	010123	1878 FOWLER ST 3
01/20/2023	308455	P	999000	AUREF - Utility Customer Refunds	\$111.95	0	010123	1878 FOWLER ST 31
01/20/2023	308456	P	999000	AUREF - Utility Customer Refunds	\$100.49	0	010123	2100 BELLERIVE DR X231
01/20/2023	308457	P	999000	AUREF - Utility Customer Refunds	\$46.10	0	010123	1876 FOWLER ST 309

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/20/2023	308458	P	999000	AUREF - Utility Customer Refunds	\$113.37	0	010123	2665 KINGSGATE WAY Apt C229
01/20/2023	308459	P	999000	AUREF - Utility Customer Refunds	\$116.04	0	010123	2550 DUPORTAIL ST M175
01/20/2023	308460	P	999000	AUREF - Utility Customer Refunds	\$139.36	0	010123	2665 KINGSGATE WAY Apt A104
01/20/2023	308461	P	999000	AUREF - Utility Customer Refunds	\$151.79	0	010123	650 GEORGE WASHINGTON WAY Apt
01/20/2023	308462	P	999000	AUREF - Utility Customer Refunds	\$82.20	0	010123	307 GREENTREE CT 3
01/20/2023	308463	P	999000	AUREF - Utility Customer Refunds	\$114.48	0	010123	160 VAN GIESEN ST 112
01/20/2023	308464	P	999000	AUREF - Utility Customer Refunds	\$44.48	0	010123	513 SNYDER ST
01/20/2023	308465	P	999000	AUREF - Utility Customer Refunds	\$8.11	0	010123	250 BATTELLE BLVD Apt 206
01/20/2023	308466	P	999000	AUREF - Utility Customer Refunds	\$21.69	0	010123	2550 DUPORTAIL ST L169
01/20/2023	308467	P	999000	AUREF - Utility Customer Refunds	\$150.49	0	010123	575 COLUMBIA POINT DR Apt 115
01/20/2023	308468	P	999000	AUREF - Utility Customer Refunds	\$76.80	0	010123	1435 CAROLINA AVE Apt 102
01/20/2023	308469	P	999000	AUREF - Utility Customer Refunds	\$167.06	0	010123	75 SYMONS ST
01/20/2023	308470	P	999000	AUREF - Utility Customer Refunds	\$89.07	0	010123	1900 STEVENS DR 411
01/20/2023	308471	P	999000	AUREF - Utility Customer Refunds	\$177.05	0	010123	2555 DUPORTAIL ST H157
01/20/2023	308472	P	999000	AUREF - Utility Customer Refunds	\$290.80	0	010123	1518 MAHAN AVE
01/20/2023	308473	P	999000	AUREF - Utility Customer Refunds	\$70.85	0	010123	451 WESTCLIFFE BLVD Apt C119
01/20/2023	308474	P	999000	AUREF - Utility Customer Refunds	\$76.45	0	010123	3003 QUEENSGATE DR Apt 376
01/20/2023	308475	P	999000	AUREF - Utility Customer Refunds	\$4.39	0	010123	3003 QUEENSGATE DR Apt 256
01/20/2023	308476	P	999000	AUREF - Utility Customer Refunds	\$87.55	0	010123	307 CASEY AVE
01/20/2023	308477	P	999000	AUREF - Utility Customer Refunds	\$318.55	0	010123	1878 FOWLER ST 38
01/20/2023	308478	P	999000	AUREF - Utility Customer Refunds	\$167.30	0	010123	2665 KINGSGATE WAY Apt A205
01/20/2023	308479	P	999000	AUREF - Utility Customer Refunds	\$65.72	0	010123	2407 SWIFT BLVD
01/20/2023	308480	P	10222	ASSOCIATION OF WASHINGTON CITIES	\$48,400.00	0	010123	2023 AWC CITY MEMBERSHIP
01/20/2023	308481	P	10275	BADGER METER INC.	\$5,012.09	0	010123	REGISTERS
01/20/2023	308482	P	10468	BLACKSTONE AUDIOBOOKS	\$94.55	0	010123	LIBRARY CD COLLECTION
01/20/2023	308483	P	10546	BOUND TREE MEDICAL LLC	\$463.34	0	010123	FILTERLINE SET, CURAPLEX EXTEN
01/20/2023	308484	P	12229	CANON FINANCIAL SERVICES, INC	\$362.05	0	010123	Canon XLG04987 January 2023 Sh
01/20/2023	308485	P	31230	CARAHSOFT TECHNOLOGY CORPORATION	\$18,892.06	0	010123	UFED TOUCH2 ULT/PHYS ANALYZER/
01/20/2023	308486	P	11685	CARDINAL HEALTH 130, LLC	\$567.59	0	010123	SODIUM CL, POSIFL, NALOXONE
01/20/2023	308487	P	10036	CASADAY BEE-LINE SERVICE & TOWING LLC	\$121.80	0	010123	ALIGNMENT VEH#2514 WO#68120
01/20/2023	308488	P	10597	CHARTER COMMUNICATIONS	\$101.60	0	010123	RPD BUSINESS INTERNET PLUS JAN
01/20/2023	308489	P	32054	CHARTER CONTROLS INC	\$8,921.52	0	010123	City View Bank 2 BPA Meter Rac
01/20/2023	308490	P	30116	CHRISTENSEN, INC.	\$652.63	0	010123	DEF BULK AT SHOPS

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01/20/2023	308491	P	10055	CITY OF PASCO	\$57,055.08	0	010123	ANIMAL SHELTERING SVCS JANUARY
01/20/2023	308492	P	11312	COEUR D'ALENE SERVICE STATION EQUIPMENT INC	\$1,457.28	0	010123	PUMP #3 REPAIR AT SHOPS FUELIN
01/20/2023	308493	P	11516	COLEMAN OIL COMPANY	\$25,552.52	0	010123	WEEKLY CARD LOCK FUEL REPORT 1
01/20/2023	308494	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$144,738.29	0	010123	Luminaires - 3K Low Lumen
01/20/2023	308495	P	11526	CORWIN OF PASCO LLC	\$6,644.16	0	010123	RETURNED BRACKET VEH#2439 WO#6
01/20/2023	308496	P	11607	CUMMINS, INC	\$2,000.62	0	010123	OIL LEAK REPAIR VEH#3335 WO#68
01/20/2023	308497	P	11445	DAY MANAGEMENT CORPORATION	\$316.30	0	010123	ANTENNA VEH#2499 WO#68263
01/20/2023	308498	P	10195	DEPARTMENT OF COMMERCE	\$56,256.55	0	010123	CERB LOAN PRINCIPAL PAYMENT 20
01/20/2023	308499	P	10582	DLT SOLUTIONS LLC	\$28,743.43	0	010123	AutoCAD Annual Subscription Re
01/20/2023	308500	P	10042	EBSCO	\$12,812.00	0	010123	NOVELIST COMSUMER REPORTS LEAR
01/20/2023	308501	P	10825	ECONOLITE CONTROL PRODUCTS INC	\$3,403.61	0	010123	SDLC Parts
01/20/2023	308502	P	31170	HIS DIME, LLC	\$719.71	0	010123	DECALS VEH#2546 WO#68144
01/20/2023	308503	P	10315	FERGUSON US HOLDINGS INC	\$290.55	0	010123	LF RPZ BFP ASSY FOR RPD RANGE
01/20/2023	308504	P	10447	FINAL TOUCH UPHOLSTERY	\$266.32	0	010123	BUCKET SEAT REPAIR VEH#2439 WO
01/20/2023	308505	P	31702	FLEXERA SOFTWARE LLC	\$584.81	0	010123	InstallShield Express Silver R
01/20/2023	308506	P	11245	FORCE AMERICA DISTRIBUTING LLC	\$55.98	0	010123	PLUGS VEH#3352 WO#68183
01/20/2023	308507	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$5,666.67	0	010123	TELEPHONE CHARGES 01/01/23-01/
01/20/2023	308508	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$2,170.94	0	010123	PHONE LINES 01/10-02/09/23
01/20/2023	308509	P	30384	FROST ME SWEET LLC	\$2,649.56	0	010123	2023 EMPLOYEE BIRTHDAY GIFT CA
01/20/2023	308510	P	10369	G & R AG PRODUCTS INC	\$34.06	0	010123	SPRAY NOZZLES VEH#3370 WO#6816
01/20/2023	308511	P	10050	GENERAL PACIFIC INC	\$1,452.32	0	010123	CONNECTORS_E4
01/20/2023	308512	P	32098	GIRL SCOUTS OF EASTERN WASHINGTON & NORTHERN IDAHO	\$1,987.00	0	010123	JAN-DEC 2022 CDBG
01/20/2023	308513	P	31398	H.W. LOCHNER INC	\$31,491.62	0	010123	SOUTH GWW INTERSECTION IMPROVE
01/20/2023	308514	P	12200	HUGHES FIRE EQUIPMENT, INC	\$1,679.95	0	010123	VALVE CONVERSION KIT VEH#5047
01/20/2023	308515	P	10214	INTERNATIONAL ASSN OF CHIEFS OF POLICE	\$190.00	0	010123	ACTIVE DUES FOR CLARY
01/20/2023	308516	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$6,579.62	0	010123	Genetec Security Center Renewa
01/20/2023	308517	P	11667	KENWORTH SALES COMPANY	\$3,100.39	0	010123	FILTER VEH#5051 WO#68236
01/20/2023	308518	P	30736	HEATHER KINTZLEY	\$10.00	0	010123	REIMB REAL ESTATE EXCISE TAX A
01/20/2023	308519	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$1,744.47	0	010123	TPMS SENSORS VEH#2514 WO#68120
01/20/2023	308520	P	30015	LEXIPOL LLC	\$12,427.74	0	010123	2023 LEXIPOL SUBSCRIPTION
01/20/2023	308521	P	12246	MCALLISTER HOLDINGS	\$210.00	0	010123	FIRE DEPT, STREETS OCT-DEC 202

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01/20/2023	308522	P	10262	LIFE ASSIST INC	\$374.79	0	010123	CREDIT RETURN PAX PED EMERGENC
01/20/2023	308523	P	30799	MEDLINE INDUSTRIES INC.	\$226.71	0	010123	BP CUFFS
01/20/2023	308524	P	12475	MEL'S INTER-CITY TOWING	\$3,261.00	0	010123	RPD TOW VEHICLE FOR EVIDENCE 2
01/20/2023	308525	P	10751	CAR WASH PARTNERS INC	\$358.50	0	010123	CITY CAR WASHES FOR DECEMBER
01/20/2023	308526	P	10358	MOON SECURITY SERVICES INC	\$70.55	0	010123	RPD RANGE ALARM MONITORING JAN
01/20/2023	308527	P	10024	MOTION INDUSTRIES INC	\$592.96	0	010123	MOTOR VEH#6590 WO#68148
01/20/2023	308528	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$5,581.94	0	010123	WINDOW REGULATOR VEH#2370 WO#6
01/20/2023	308529	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$4,059.30	0	010123	FILTER VEH#3351 WO#68196
01/20/2023	308530	P	10795	NORTHWEST REQUIREMENTS UTILITIES INC	\$7,500.00	0	010123	2023 FEDERAL AFFAIRS
01/20/2023	308531	P	10472	OCLC INC	\$1,111.75	0	010123	CATALOGING METADATA ILL JANUAR
01/20/2023	308532	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$1,388.00	0	010123	EMERICK HAZMAT PHYS JUBB TB
01/20/2023	308533	P	10357	OXARC INC	\$68.10	0	010123	MEDICAL OXYGEN
01/20/2023	308534	P	31791	PEAK INDUSTRIAL INC	\$1,092.39	0	010123	FILTERS VEH#7174 WO#68179
01/20/2023	308535	P	31798	PERFORMANCE SYSTEMS INTEGRATION LLC	\$219.73	0	010123	E1713 FIRE EXTINGUISHER RECHAR
01/20/2023	308536	P	10101	PUBLIC POWER COUNCIL	\$34,881.00	0	010123	2023 ANNUAL DUES ASSESSMENT
01/20/2023	308537	P	10047	R.D. OFFUTT COMPANY	\$680.02	0	010123	DOOR SEALS VEH#6565 WO#68270
01/20/2023	308538	P	12318	RINGOLD EMBROIDERY	\$89.68	0	010123	RPD CAP DIGITIZED LOGO
01/20/2023	308539	P	10647	RIVER CITY TOWING INC	\$845.74	0	010123	TOW TO FRAN AND SONS VEH#2476
01/20/2023	308540	P	11273	ROUTEWARE INC	\$6,825.16	0	010123	CAMERA FOR SOLID WASTE TRUCKS
01/20/2023	308541	P	30605	JOE SCHIESSL	\$36.31	0	010123	SCHIESSL-HESTER BUSINESS MEETI
01/20/2023	308542	P	10433	J.R. SETINA MANUFACTURING COMPANY INC.	\$1,985.95	0	010123	PUSH BUMPER VEH#2499 WO#68263
01/20/2023	308543	P	10440	SOLID WASTE SYSTEMS INC	\$36,384.96	0	010123	BLADE,LINKS,FILTERS VEH#3339 W
01/20/2023	308544	P	10961	TACOMA SCREW PRODUCTS INC	\$75.20	0	010123	SCREWS FOR UPFITS VEH#9500 WO#
01/20/2023	308545	P	11341	THE FAB SHOP LLC	\$2,191.36	0	010123	BEARINGS,GEARCASE VEH#6590 WO#
01/20/2023	308546	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$15,329.61	0	010123	TIRES VEH#3363 WO#68175
01/20/2023	308547	P	10027	THE PAPE' GROUP	\$3,418.17	0	010123	HYD LEAK AND THERMOSTAT VEH#71
01/20/2023	308548	P	32021	FORD OF HERMISTON LLC	\$951.73	0	010123	ENGINE LIGHT REPAIR VEH#2501 W
01/20/2023	308549	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$306.01	0	010123	BATTERY LUGS FOR PL UPFITS
01/20/2023	308550	P	32027	TTB INVESTMENTS LLC	\$1,950.00	0	010123	RPD STORAGE UNIT FEBRUARY LEAS
01/20/2023	308551	P	10106	US LINEN & UNIFORM	\$53.70	0	010123	RPD TOWEL DELIVERY
01/20/2023	308552	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$490.65	0	010123	FITTINGS VEH#3290 WO#68184
01/20/2023	308553	P	10267	WSF, LLC	\$5,319.69	0	010123	VANE PUMP ASSY VEH#3315 WO#681
01/20/2023	308554	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$37.96	0	010123	WIPER BLADES VEH#3336 WO#68112

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01/20/2023	308555	P	10194	XEROX CORPORATION	\$1,747.71	0	010123	3UA-295134 NOVEMBER 2022 BASE
01/20/2023	308556	P	11338	XIOLOGIX LLC	\$20,797.79	0	010123	Veeam Support Renewal, 1/30/20
01/20/2023	308557	P	12483	ZOLL MEDICAL SUPPLY	\$926.56	0	010123	ZOLL X SERIES MONITOR/DEFIBRIL
01/23/2023	308558	P	10169	DALE A BRUNSON	\$69.00	0	012323PP	NON COVERED MEDICAL
01/23/2023	308559	P	10170	RANDY H CARPER	\$60.22	0	012323PP	NON COVERED RX
01/23/2023	308560	P	10167	MIKE CASE	\$227.93	0	012323PP	NON COVERED RX
01/23/2023	308561	P	10028	WILL J CLEAVENGER	\$196.23	0	012323PP	NON COVERED RX
01/23/2023	308562	P	10165	JOHN M GANLEY	\$156.50	0	012323PP	NON COVERED DENTAL
01/23/2023	308563	P	10271	SCOTT K LARSON	\$902.50	0	012323PP	NON COVERED MEDICAL
01/23/2023	308564	P	10119	WILLIAM TANNER	\$174.00	0	012323PP	NON COVERED RX
01/23/2023	308565	P	10040	DANNY DOWNS	\$143.67	0	012323FP	NON COVERED RX
01/25/2023	308566	P	10838	GRIGG ENTERPRISES INC	\$56.49	0	0125231	HAND-HELD SPRAYER FOR SW POND
01/25/2023	308567	P	11078	ADVANCED PAGING & COMMUNICATIONS INC	\$118.27	0	0125231	VOL KNOBS AND BELT CLIPS FOR W
01/25/2023	308568	P	999000	AUREF - Utility Customer Refunds	\$309.83	0	0125231	475 COLUMBIA POINT DR
01/25/2023	308569	P	999000	AUREF - Utility Customer Refunds	\$17.66	0	0125231	1845 LESLIE RD W11
01/25/2023	308570	P	11778	DSD CAPITAL LLC	\$141.70	0	0125231	Outhouse -Landfill Dec22
01/25/2023	308571	P	10072	CITY OF KENNEWICK	\$6,017.03	0	0125231	Conservative Outreach - Water
01/25/2023	308572	P	31990	CLEARWATER CONSTRUCTION & MANAGEMENT LLC	\$447,573.35	0	0125231	WWTP Aeration Basin Retrofit P
01/25/2023	308573	P	11516	COLEMAN OIL COMPANY	\$29,867.75	0	0125231	DYED DIESEL FUEL ULSD2 - DGSTR
01/25/2023	308574	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$248.39	0	0125231	LIGHTS (2/4) FOR WWTF FLAG ILL
01/25/2023	308575	P	11010	GARDA CL NORTHWEST INC	\$895.10	0	0125231	ARMORED CAR SERVICES MAY 2022
01/25/2023	308576	P	12218	IVANTI, INC.	\$2,275.14	0	0125231	IVANTI MAINTENANCE RENEWAL
01/25/2023	308577	P	11369	LEGACY TELECOMMUNICATIONS LLC	\$2,637.38	0	0125231	GOLGOTHA BATTERY CHARGER REPLA
01/25/2023	308578	P	10358	MOON SECURITY SERVICES INC	\$123.87	0	0125231	BASIC FIRE TOTAL CONNECT COMM
01/25/2023	308579	P	10981	OIL RE-REFINING CO	\$360.00	0	0125231	Recycled Oil Haul 1/20/2023
01/25/2023	308580	P	10357	OXARC INC	\$33.94	0	0125231	OXYGEN CYLINDERS FOR WWTF SHOP
01/25/2023	308581	P	10971	PARAMOUNT COMMUNICATIONS INC	\$5,015.00	0	0125231	Fiber Build Estimates December
01/25/2023	308582	P	10936	PREMIER EXCAVATION INC	\$541,978.99	0	0125231	HENDERSON LOOP PHASE 2 CONSTRU
01/25/2023	308583	P	10606	SENIOR LIFE RESOURCES NW INC	\$2,500.00	0	0125231	MEALS ON WHEELS 2022 CDBG Q4
01/25/2023	308584	P	10118	STEEBER'S LOCK SERVICE	\$39.00	0	0125231	DUPLICATE KEYS (12) FOR WW LIF
01/25/2023	308585	P	10961	TACOMA SCREW PRODUCTS INC	\$729.36	0	0125231	MECHANICS SHOP SUPPLIES FOR WW
01/27/2023	308586	P	10838	GRIGG ENTERPRISES INC	\$72.96	0	0127231	BOLTS/CEMENT/COUPLING/FASTENER
01/27/2023	308587	P	31632	ADCOMM ENGINEERING LLC	\$7,685.00	0	0127231	RED MOUNTAIN SITE ENGINEERING

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1/1/2023 - 1/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/27/2023	308588	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$220.10	0	0127231	16.07 TON ROCK - 5/8 TOP COURS
01/27/2023	308589	P	999000	AUREF - Utility Customer Refunds	\$85.19	0	0127231	2665 KINGSGATE WAY Apt B214
01/27/2023	308590	P	999000	AUREF - Utility Customer Refunds	\$124.45	0	0127231	64 PARK ST
01/27/2023	308591	P	999000	AUREF - Utility Customer Refunds	\$168.29	0	0127231	2100 BELLERIVE DR X234
01/27/2023	308592	P	999000	AUREF - Utility Customer Refunds	\$281.71	0	0127231	700 CATSKILL ST
01/27/2023	308593	P	999000	AUREF - Utility Customer Refunds	\$34.80	0	0127231	2894 SALK AVE Apt 351
01/27/2023	308594	P	999000	AUREF - Utility Customer Refunds	\$181.42	0	0127231	2421 DAVISON AVE
01/27/2023	308595	P	999000	AUREF - Utility Customer Refunds	\$1.54	0	0127231	451 WESTCLIFFE BLVD Apt A301
01/27/2023	308596	P	999000	AUREF - Utility Customer Refunds	\$78.65	0	0127231	2555 BELLA COOLA LN Apt 389
01/27/2023	308597	P	999000	AUREF - Utility Customer Refunds	\$9.64	0	0127231	2100 BELLERIVE DR P174
01/27/2023	308598	P	10001	BENTON CLEAN AIR AGENCY	\$371.00	0	0127231	2023 WWTF ANNUAL REGISTRATION
01/27/2023	308599	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$4,555.69	0	0127231	OFFICE REDESIGN/PUBLIC RECORDS
01/27/2023	308600	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$2,100.00	0	0127231	2059 Hudson - Dobkins - HP Reb
01/27/2023	308601	P	10123	CASCADE TITLE COMPANY	\$3,913.20	0	0127231	LIMITED LIABILITY REPORT-904 H
01/27/2023	308602	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$113.43	0	0127231	LONG DISTANCE 01/06-02/05/23
01/27/2023	308603	P	10847	CERIUM NETWORKS INC	\$17,913.76	0	0127231	SERVER STORAGE AND BACKUP
01/27/2023	308604	P	11075	CHINOOK HEATING & AIR INC	\$30,920.86	0	0127231	1104 Roberdeau - Logue - HP Lo
01/27/2023	308605	P	10261	CITY OF RICHLAND	\$453.00	0	0127231	CRYSTALL BEGALLIA GARDEN SCHOL
01/27/2023	308606	P	10261	CITY OF RICHLAND	\$397.66	0	0127231	22-226 GRANT WSFC CRIME & SAFE
01/27/2023	308607	P	10261	CITY OF RICHLAND	\$3,749.20	0	0127231	1104 Roberdeau - Logue - DHP R
01/27/2023	308608	P	11801	COLUMBIA SAFETY LLC	\$2,087.04	0	0127231	CARDIAC SCIENCE G5 FULLY AUTOM
01/27/2023	308609	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$269.58	0	0127231	2- LAMPS RECYCLE WTP
01/27/2023	308610	P	10453	DELTA HEATING & COOLING INC	\$11,889.55	0	0127231	2511 Glen Briar - Dreyer - HP
01/27/2023	308611	P	11887	EMPLOYMENT SCREENING SERVICES, INC	\$267.93	0	0127231	PRE-EMP SCREENINGS: B LEAHY
01/27/2023	308612	P	10315	FERGUSON US HOLDINGS INC	\$6,152.42	0	0127231	CONCRETE METER BOXES/NICOR LID
01/27/2023	308613	P	10203	W.W. GRAINGER, INC	\$1,252.91	0	0127231	SOCKET ADAPTER
01/27/2023	308614	P	11913	HP INC	\$472.85	0	0127231	PRINTER MAINTENANCE 12/15/22-0
01/27/2023	308615	P	10837	INTERGRAPH CORPORATION	\$287,782.42	0	0127231	INTERGRAPH MAINTENANCE RENEWAL
01/27/2023	308616	P	10063	JACOBS & RHODES INC	\$800.00	0	0127231	2045 Davison - Peterson - DHP
01/27/2023	308617	P	11059	MCBRIDE HEREFORD RANCHES INC	\$6,270.41	0	0127231	2023 GOLGOTHA SUB LEASE
01/27/2023	308618	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$1,270.00	0	0127231	PRE-EMP PHYSICAL: (5)
01/27/2023	308619	P	31206	CI - PW LLC	\$65.14	0	0127231	Bottled Water
01/27/2023	308620	P	10232	PERFECTION GLASS INC	\$23,615.11	0	0127231	632 Cedar - Moore - Window Reb

Accounts Payable Checks

1/1/2023 - 1/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/27/2023	308621	P	11026	POCKETINET COMMUNICATIONS INC	\$770.00	0	0127231	INTERNET SERVICES 02/01-02/28/
01/27/2023	308622	P	10595	DR ROBERTS CONSTRUCTION INC	\$5,804.58	0	0127231	560 Spengler Unit L - Murdo -
01/27/2023	308623	P	10395	TOTAL ENERGY MANAGEMENT INC	\$700.00	0	0127231	1013 Sunstone Ct - Dage - HP R
01/27/2023	308624	P	10212	WAGNER SMITH EQUIPMENT CO	\$390.27	0	0127231	K-3 PHASE SEQ METER REPAIR
					\$6,254,071.23	\$120,192.00		

Accounts Payable Wires 1/1/2023 - 1/31/2023

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
01/03/2023	9364	2,990.28	PAYMENT PROCESSING INC	Landfill Merchant Services Fee	W
01/03/2023	9365	195.29	BANK OF AMERICA	Library Merchant Service Fees	W
01/03/2023	9366	1,000,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP	W
01/04/2023	9367	3,267.18	PLANSOURCE BENEFITS ADMINISTRATION, INC	deduction on 1/3/23	W
01/04/2023	9368	9,725.06	US DEPARTMENT OF HUD	RTN FND EN CDBG RAMP 2020	W
01/05/2023	9369	120,929.87	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 12/26-1/1/23	W
01/05/2023	9370	2,404.00	4MYBENEFITS, INC	January 2023 Admin Fees	W
01/05/2023	9371	383.25	A.W. REHN & ASSOCIATES INC	December Admin Fees	W
01/05/2023	9372	79,934.98	CORVEL CORPORATION	December 2022 Claims/Fees	W
01/09/2023	9373	2,508,580.00	WASHINGTON CITIES INSURANCE AUTHORITY	2023 LIABILITY AND/OR PROGRAM	W
01/10/2023	9374	156,426.27	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/2-1/8/23	W
01/10/2023	9375	250.00	A.W. REHN & ASSOCIATES INC	2023 Annual Renewal Fee	W
01/10/2023	9376	4,770.00	CORVEL CORPORATION	December 2022 Claims/Fees	W
01/10/2023	9377	541.65	PLANSOURCE BENEFITS ADMINISTRATION, INC	December 2022 Admin Fees	W
01/10/2023	9378	6,030.63	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 1/10/2023	W
01/10/2023	9379	988.23	UNIFYHR LLC	FSA deduction on 1/10/23	W
01/10/2023	9380	1,200.00	NW INTERGOVERNMENTAL ENERGY SUPPLY	Management Svc Q4 2022	W
01/10/2023	9381	125,938.50	NW INTERGOVERNMENTAL ENERGY SUPPLY	TransAlta Purchase FY 2023	W
01/11/2023	9382	500,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP # 1920	W
01/12/2023	9383	103,734.84	RICHLAND GOLF MANAGEMENT CORPORATION	CPGC Reimb - 12/22	W
01/13/2023	9384	250,671.90	CHICAGO TITLE CO OF WASHINGTON	Purchase - 101 Queensgate Dr	W
01/13/2023	9385	382,093.76	NW INTERGOVERNMENTAL ENERGY SUPPLY	HLH RATE 38880, LLH 25502, AND	W
01/17/2023	9386	3,866.00	WASHINGTON STATE TREASURER	State Share of CPL	W
01/19/2023	9387	111,479.33	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/9-1/15/23	W
01/24/2023	9388	117,529.63	BANK OF AMERICA	DECEMBER 2022 PCARD	W
01/18/2023	9389	5,815.74	PLANSOURCE BENEFITS ADMINISTRATION, INC	deduction on 1/17/23	W
01/18/2023	9390	5,805.47	UNIFYHR LLC	FSA deduction on 1/18/23	W
01/18/2023	9391	49.34	UNIFYHR LLC	deduction on 1/18/23	W
01/26/2023	9392	375,214.22	WA STATE DEPARTMENT OF REVENUE	COMBINED EXCISE TAX - DECEMBER	W

Accounts Payable Wires 1/1/2023 - 1/31/2023

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
01/20/2023	9393	400,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
01/24/2023	9394	101,385.68	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/16-1/22/23	W
01/24/2023	9395	65,077.81	QBE INSURANCE CORPORATION	January 2023 Stop Loss Premium	W
01/24/2023	9396	16,282.21	SUN LIFE ASSURANCE COMPANY OF CANADA	January 2023 Premium	W
01/24/2023	9397	18,519.02	CIGNA HEALTH AND LIFE INSURANCE COMPANY	January 2023 Admin Fees	W
01/25/2023	9398	125,194.65	LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS	February 2023 Premium	W
01/23/2023	9399	8,719.47	VISION SERVICE PLAN (WA)	Monthly Invoice Jan-23	W
01/25/2023	9400	730,453.54	ITRON INC	C69-20 AMI INSTALLATION & DEPL	W
01/24/2023	9401	1,544.29	UNIFYHR LLC	FSA deduction on 1/24/23	W
01/24/2023	9402	1,225.00	UNIFYHR LLC	FSA deduction on 1/24/23	W
01/24/2023	9403	84.88	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 1/23/23	W
01/24/2023	9404	35,930.31	PAYMENTUS CORPORATION	Merchant Service Fees	W
01/25/2023	9405	51,796.42	NW INTERGOVERNMENTAL ENERGY SUPPLY	Loss Returns Oct thru Dec 2022	W
01/31/2023	9406	123,985.35	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/23-1/29/23	W
01/30/2023	9407	3,890,065.00	BONNEVILLE POWER ADMINISTRATION	DEC22-PAT01-10089	W
01/31/2023	9408	1,627.05	UNIFYHR LLC	FSA deduction on 1/31/23	W
TOTAL WIRE		\$11,452,706.10			

Payroll Wires and ACH 1/1/2023 thru 1/31/2023

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
01/05/2023	13150	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$166.15	
01/05/2023	13151	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$349,937.18	
01/05/2023	13152	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$210,965.00	
01/05/2023	13153	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$18,599.08	
01/05/2023	13154	10573	A.W. REHN & ASSOCIATES INC	\$25,687.50	
01/05/2023	13155	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$8,371.01	
01/05/2023	13156	10696	UNITED STATES TREASURY	\$478,999.66	
01/05/2023	13157	10698	RICHLAND POLICE GUILD	\$8,134.00	
01/05/2023	13158	10699	IUOE LOCAL #280	\$6,724.25	
01/05/2023	13159	10700	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	\$4,266.72	
01/05/2023	13160	10702	DIVISION OF CHILD SUPPORT	\$3,876.11	
01/05/2023	13161	10736	CITY OF RICHLAND	\$5,860.33	
01/05/2023	13162	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,124.98	
01/05/2023	13163	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$500,158.50	
01/05/2023	13164	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,481.94	
01/05/2023	13165	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$22,900.25	
01/05/2023	13166	10786	CITY OF RICHLAND CIGNA DISABILITY	\$3,458.14	
01/05/2023	13167	10787	CITY OF RICHLAND CIGNA LIFE	\$5,654.88	
01/05/2023	13168	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$1,681.30	
01/05/2023	13169	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,210.32	
01/05/2023	13170	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$156.00	
01/05/2023	13171	10791	CITY OF RICHLAND ER POST RETIREMENT	\$51,840.00	
01/05/2023	13172	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$20,160.00	
01/05/2023	13173	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$37,169.49	
01/05/2023	13174	53342	PROVIDENT LIFE	\$4,620.05	
			EFFECTIVE DATE TOTAL	\$1,775,202.84	
01/19/2023	13175	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$111.15	
01/19/2023	13176	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$310,787.22	
01/19/2023	13177	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$316,626.64	
01/19/2023	13178	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$17,754.15	
01/19/2023	13179	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$8,361.84	
01/19/2023	13180	10696	UNITED STATES TREASURY	\$439,309.60	
01/19/2023	13181	10702	DIVISION OF CHILD SUPPORT	\$3,876.11	
01/19/2023	13182	10736	CITY OF RICHLAND	\$5,910.33	
01/19/2023	13183	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,541.65	

Payroll Wires and ACH 1/1/2023 thru 1/31/2023

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
01/19/2023	13184	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$442,578.61	
01/19/2023	13185	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,314.38	
01/19/2023	13186	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$32,562.02	
01/19/2023	13187	10786	CITY OF RICHLAND CIGNA DISABILITY	\$3,474.86	
01/19/2023	13188	10787	CITY OF RICHLAND CIGNA LIFE	\$13.79	
01/19/2023	13189	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$2.96	
01/19/2023	13190	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$0.40	
01/19/2023	13191	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$35,389.44	
01/19/2023	13192	31408	AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS	\$5,208.14	
01/19/2023	13193	31409	NATIONWIDE	\$925.53	
01/19/2023	13194	31410	ARAG	\$501.50	
01/19/2023	13195	31411	ALLSTATE	\$702.00	
01/19/2023	13196	53342	PROVIDENT LIFE	\$4,620.05	
01/19/2023	13197	53343	SUN LIFE OPTIONAL LIFE INS	\$7,251.05	
			EFFECTIVE DATE TOTAL	\$1,640,823.42	
01/31/2023	13198	10696	UNITED STATES TREASURY	\$971.39	
			EFFECTIVE DATE TOTAL	\$971.39	
Total			WIRE TOTAL FOR SELECTED TIME PERIOD	\$3,416,997.65	

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	202906		0		\$2350.18	0
PAYROLL - 2023-01-05	1/5/2023	202907		0		\$1532.17	0
PAYROLL - 2023-01-05	1/5/2023	202908		0		\$1206.70	0
PAYROLL - 2023-01-05	1/5/2023	202909		0		\$1605.87	0
PAYROLL - 2023-01-05	1/5/2023	202910		0		\$2154.31	0
PAYROLL - 2023-01-05	1/5/2023	202911		0		\$4558.66	0
PAYROLL - 2023-01-05	1/5/2023	202912		0		\$1757.07	0
PAYROLL - 2023-01-05	1/5/2023	202913		0		\$2044.38	0
PAYROLL - 2023-01-05	1/5/2023	202914		0		\$1668.55	0
PAYROLL - 2023-01-05	1/5/2023	202915		0		\$2173.50	0
PAYROLL - 2023-01-05	1/5/2023	202916		0		\$2889.46	0
PAYROLL - 2023-01-05	1/5/2023	202917		0		\$2649.36	0
PAYROLL - 2023-01-05	1/5/2023	202918		0		\$1426.88	0
PAYROLL - 2023-01-05	1/5/2023	202919		0		\$4778.28	0
PAYROLL - 2023-01-05	1/5/2023	202920		0		\$6160.05	0
PAYROLL - 2023-01-05	1/5/2023	202921		0		\$4677.26	0
PAYROLL - 2023-01-05	1/5/2023	202922		0		\$1961.27	0
PAYROLL - 2023-01-05	1/5/2023	202923		0		\$1445.32	0
PAYROLL - 2023-01-05	1/5/2023	202924		0		\$1939.58	0
PAYROLL - 2023-01-05	1/5/2023	202925		0		\$1565.42	0
PAYROLL - 2023-01-05	1/5/2023	202926		0		\$1240.90	0
PAYROLL - 2023-01-05	1/5/2023	202927		0		\$2246.11	0
PAYROLL - 2023-01-05	1/5/2023	202928		0		\$1649.47	0
PAYROLL - 2023-01-05	1/5/2023	202929		0		\$2788.95	0
PAYROLL - 2023-01-05	1/5/2023	202930		0		\$1652.17	0
PAYROLL - 2023-01-05	1/5/2023	202931		0		\$2128.72	0
PAYROLL - 2023-01-05	1/5/2023	202932		0		\$2282.00	0
PAYROLL - 2023-01-05	1/5/2023	202933		0		\$1506.80	0
PAYROLL - 2023-01-05	1/5/2023	202934		0		\$1333.94	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	202935		0		\$1767.09	0
PAYROLL - 2023-01-05	1/5/2023	202936		0		\$1657.09	0
PAYROLL - 2023-01-05	1/5/2023	202937		0		\$1703.91	0
PAYROLL - 2023-01-05	1/5/2023	202938		0		\$1913.22	0
PAYROLL - 2023-01-05	1/5/2023	202939		0		\$1642.48	0
PAYROLL - 2023-01-05	1/5/2023	202940		0		\$1865.81	0
PAYROLL - 2023-01-05	1/5/2023	202941		0		\$1730.83	0
PAYROLL - 2023-01-05	1/5/2023	202942		0		\$1565.93	0
PAYROLL - 2023-01-05	1/5/2023	202943		0		\$1656.48	0
PAYROLL - 2023-01-05	1/5/2023	202944		0		\$1695.62	0
PAYROLL - 2023-01-05	1/5/2023	202945		0		\$1929.28	0
PAYROLL - 2023-01-05	1/5/2023	202946		0		\$2543.14	0
PAYROLL - 2023-01-05	1/5/2023	202947		0		\$2146.50	0
PAYROLL - 2023-01-05	1/5/2023	202948		0		\$1660.24	0
PAYROLL - 2023-01-05	1/5/2023	202949		0		\$2313.11	0
PAYROLL - 2023-01-05	1/5/2023	202950		0		\$4333.90	0
PAYROLL - 2023-01-05	1/5/2023	202951		0		\$2684.34	0
PAYROLL - 2023-01-05	1/5/2023	202952		0		\$2574.77	0
PAYROLL - 2023-01-05	1/5/2023	202953		0		\$8699.77	0
PAYROLL - 2023-01-05	1/5/2023	202954		0		\$1738.17	0
PAYROLL - 2023-01-05	1/5/2023	202955		0		\$1638.49	0
PAYROLL - 2023-01-05	1/5/2023	202956		0		\$1552.88	0
PAYROLL - 2023-01-05	1/5/2023	202957		0		\$2257.44	0
PAYROLL - 2023-01-05	1/5/2023	202958		0		\$1627.48	0
PAYROLL - 2023-01-05	1/5/2023	202959		0		\$2772.66	0
PAYROLL - 2023-01-05	1/5/2023	202960		0		\$1568.59	0
PAYROLL - 2023-01-05	1/5/2023	202961		0		\$2597.18	0
PAYROLL - 2023-01-05	1/5/2023	202962		0		\$1580.43	0
PAYROLL - 2023-01-05	1/5/2023	202963		0		\$1491.36	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	202964		0		\$1740.32	0
PAYROLL - 2023-01-05	1/5/2023	202965		0		\$2287.96	0
PAYROLL - 2023-01-05	1/5/2023	202966		0		\$2044.01	0
PAYROLL - 2023-01-05	1/5/2023	202967		0		\$1765.09	0
PAYROLL - 2023-01-05	1/5/2023	202968		0		\$2226.04	0
PAYROLL - 2023-01-05	1/5/2023	202969		0		\$2138.80	0
PAYROLL - 2023-01-05	1/5/2023	202970		0		\$2057.00	0
PAYROLL - 2023-01-05	1/5/2023	202971		0		\$2794.18	0
PAYROLL - 2023-01-05	1/5/2023	202972		0		\$1751.33	0
PAYROLL - 2023-01-05	1/5/2023	202973		0		\$1387.76	0
PAYROLL - 2023-01-05	1/5/2023	202974		0		\$1593.08	0
PAYROLL - 2023-01-05	1/5/2023	202975		0		\$2226.76	0
PAYROLL - 2023-01-05	1/5/2023	202976		0		\$1728.14	0
PAYROLL - 2023-01-05	1/5/2023	202977		0		\$1826.34	0
PAYROLL - 2023-01-05	1/5/2023	202978		0		\$1998.73	0
PAYROLL - 2023-01-05	1/5/2023	202979		0		\$1892.38	0
PAYROLL - 2023-01-05	1/5/2023	202980		0		\$1963.20	0
PAYROLL - 2023-01-05	1/5/2023	202981		0		\$1689.23	0
PAYROLL - 2023-01-05	1/5/2023	202982		0		\$1901.57	0
PAYROLL - 2023-01-05	1/5/2023	202983		0		\$2075.66	0
PAYROLL - 2023-01-05	1/5/2023	202984		0		\$1646.93	0
PAYROLL - 2023-01-05	1/5/2023	202985		0		\$2008.29	0
PAYROLL - 2023-01-05	1/5/2023	202986		0		\$2120.56	0
PAYROLL - 2023-01-05	1/5/2023	202987		0		\$3431.76	0
PAYROLL - 2023-01-05	1/5/2023	202988		0		\$1849.62	0
PAYROLL - 2023-01-05	1/5/2023	202989		0		\$720.46	0
PAYROLL - 2023-01-05	1/5/2023	202990		0		\$1997.84	0
PAYROLL - 2023-01-05	1/5/2023	202991		0		\$685.10	0
PAYROLL - 2023-01-05	1/5/2023	202992		0		\$1933.81	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	202993		0		\$753.57	0
PAYROLL - 2023-01-05	1/5/2023	202994		0		\$1568.91	0
PAYROLL - 2023-01-05	1/5/2023	202995		0		\$2059.41	0
PAYROLL - 2023-01-05	1/5/2023	202996		0		\$595.67	0
PAYROLL - 2023-01-05	1/5/2023	202997		0		\$506.19	0
PAYROLL - 2023-01-05	1/5/2023	202998		0		\$2369.39	0
PAYROLL - 2023-01-05	1/5/2023	202999		0		\$2563.87	0
PAYROLL - 2023-01-05	1/5/2023	203000		0		\$1684.17	0
PAYROLL - 2023-01-05	1/5/2023	203001		0		\$1627.89	0
PAYROLL - 2023-01-05	1/5/2023	203002		0		\$650.59	0
PAYROLL - 2023-01-05	1/5/2023	203003		0		\$647.50	0
PAYROLL - 2023-01-05	1/5/2023	203004		0		\$26.42	0
PAYROLL - 2023-01-05	1/5/2023	203005		0		\$2489.00	0
PAYROLL - 2023-01-05	1/5/2023	203006		0		\$2849.35	0
PAYROLL - 2023-01-05	1/5/2023	203007		0		\$1187.18	0
PAYROLL - 2023-01-05	1/5/2023	203008		0		\$2454.37	0
PAYROLL - 2023-01-05	1/5/2023	203009		0		\$1935.07	0
PAYROLL - 2023-01-05	1/5/2023	203010		0		\$2936.17	0
PAYROLL - 2023-01-05	1/5/2023	203011		0		\$2174.77	0
PAYROLL - 2023-01-05	1/5/2023	203012		0		\$3183.46	0
PAYROLL - 2023-01-05	1/5/2023	203013		0		\$2244.47	0
PAYROLL - 2023-01-05	1/5/2023	203014		0		\$1803.64	0
PAYROLL - 2023-01-05	1/5/2023	203015		0		\$1877.38	0
PAYROLL - 2023-01-05	1/5/2023	203016		0		\$3472.76	0
PAYROLL - 2023-01-05	1/5/2023	203017		0		\$1135.25	0
PAYROLL - 2023-01-05	1/5/2023	203018		0		\$2040.77	0
PAYROLL - 2023-01-05	1/5/2023	203019		0		\$3097.18	0
PAYROLL - 2023-01-05	1/5/2023	203020		0		\$1646.45	0
PAYROLL - 2023-01-05	1/5/2023	203021		0		\$2250.09	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203022		0		\$3209.01	0
PAYROLL - 2023-01-05	1/5/2023	203023		0		\$2399.46	0
PAYROLL - 2023-01-05	1/5/2023	203024		0		\$2329.45	0
PAYROLL - 2023-01-05	1/5/2023	203025		0		\$2025.20	0
PAYROLL - 2023-01-05	1/5/2023	203026		0		\$1785.98	0
PAYROLL - 2023-01-05	1/5/2023	203027		0		\$2017.14	0
PAYROLL - 2023-01-05	1/5/2023	203028		0		\$2832.16	0
PAYROLL - 2023-01-05	1/5/2023	203029		0		\$1756.13	0
PAYROLL - 2023-01-05	1/5/2023	203030		0		\$1765.05	0
PAYROLL - 2023-01-05	1/5/2023	203031		0		\$1647.07	0
PAYROLL - 2023-01-05	1/5/2023	203032		0		\$1894.17	0
PAYROLL - 2023-01-05	1/5/2023	203033		0		\$1947.55	0
PAYROLL - 2023-01-05	1/5/2023	203034		0		\$4010.94	0
PAYROLL - 2023-01-05	1/5/2023	203035		0		\$3603.62	0
PAYROLL - 2023-01-05	1/5/2023	203036		0		\$2079.75	0
PAYROLL - 2023-01-05	1/5/2023	203037		0		\$4060.59	0
PAYROLL - 2023-01-05	1/5/2023	203038		0		\$4795.42	0
PAYROLL - 2023-01-05	1/5/2023	203039		0		\$3236.90	0
PAYROLL - 2023-01-05	1/5/2023	203040		0		\$4560.41	0
PAYROLL - 2023-01-05	1/5/2023	203041		0		\$4903.58	0
PAYROLL - 2023-01-05	1/5/2023	203042		0		\$3047.51	0
PAYROLL - 2023-01-05	1/5/2023	203043		0		\$5262.42	0
PAYROLL - 2023-01-05	1/5/2023	203044		0		\$5172.59	0
PAYROLL - 2023-01-05	1/5/2023	203045		0		\$5327.08	0
PAYROLL - 2023-01-05	1/5/2023	203046		0		\$2864.18	0
PAYROLL - 2023-01-05	1/5/2023	203047		0		\$4976.46	0
PAYROLL - 2023-01-05	1/5/2023	203048		0		\$3049.68	0
PAYROLL - 2023-01-05	1/5/2023	203049		0		\$3090.10	0
PAYROLL - 2023-01-05	1/5/2023	203050		0		\$4266.30	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203051		0		\$3960.15	0
PAYROLL - 2023-01-05	1/5/2023	203052		0		\$4233.32	0
PAYROLL - 2023-01-05	1/5/2023	203053		0		\$3047.02	0
PAYROLL - 2023-01-05	1/5/2023	203054		0		\$4329.09	0
PAYROLL - 2023-01-05	1/5/2023	203055		0		\$4798.74	0
PAYROLL - 2023-01-05	1/5/2023	203056		0		\$5848.71	0
PAYROLL - 2023-01-05	1/5/2023	203057		0		\$34816.03	0
PAYROLL - 2023-01-05	1/5/2023	203058		0		\$5930.89	0
PAYROLL - 2023-01-05	1/5/2023	203059		0		\$4426.63	0
PAYROLL - 2023-01-05	1/5/2023	203060		0		\$4506.40	0
PAYROLL - 2023-01-05	1/5/2023	203061		0		\$3471.53	0
PAYROLL - 2023-01-05	1/5/2023	203062		0		\$3853.92	0
PAYROLL - 2023-01-05	1/5/2023	203063		0		\$5341.71	0
PAYROLL - 2023-01-05	1/5/2023	203064		0		\$3087.83	0
PAYROLL - 2023-01-05	1/5/2023	203065		0		\$4934.00	0
PAYROLL - 2023-01-05	1/5/2023	203066		0		\$3213.57	0
PAYROLL - 2023-01-05	1/5/2023	203067		0		\$4209.09	0
PAYROLL - 2023-01-05	1/5/2023	203068		0		\$4908.23	0
PAYROLL - 2023-01-05	1/5/2023	203069		0		\$5075.07	0
PAYROLL - 2023-01-05	1/5/2023	203070		0		\$5594.44	0
PAYROLL - 2023-01-05	1/5/2023	203071		0		\$3879.42	0
PAYROLL - 2023-01-05	1/5/2023	203072		0		\$4254.61	0
PAYROLL - 2023-01-05	1/5/2023	203073		0		\$3471.28	0
PAYROLL - 2023-01-05	1/5/2023	203074		0		\$5043.11	0
PAYROLL - 2023-01-05	1/5/2023	203075		0		\$3350.37	0
PAYROLL - 2023-01-05	1/5/2023	203076		0		\$1304.36	0
PAYROLL - 2023-01-05	1/5/2023	203077		0		\$5322.93	0
PAYROLL - 2023-01-05	1/5/2023	203078		0		\$4115.31	0
PAYROLL - 2023-01-05	1/5/2023	203079		0		\$3818.31	0

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PAYROLL - 2023-01-05	1/5/2023	203080		0		\$3897.87	0
PAYROLL - 2023-01-05	1/5/2023	203081		0		\$4999.54	0
PAYROLL - 2023-01-05	1/5/2023	203082		0		\$1644.98	0
PAYROLL - 2023-01-05	1/5/2023	203083		0		\$3636.24	0
PAYROLL - 2023-01-05	1/5/2023	203084		0		\$4067.86	0
PAYROLL - 2023-01-05	1/5/2023	203085		0		\$4108.65	0
PAYROLL - 2023-01-05	1/5/2023	203086		0		\$4177.16	0
PAYROLL - 2023-01-05	1/5/2023	203087		0		\$4029.06	0
PAYROLL - 2023-01-05	1/5/2023	203088		0		\$4252.01	0
PAYROLL - 2023-01-05	1/5/2023	203089		0		\$5133.48	0
PAYROLL - 2023-01-05	1/5/2023	203090		0		\$4637.09	0
PAYROLL - 2023-01-05	1/5/2023	203091		0		\$6629.29	0
PAYROLL - 2023-01-05	1/5/2023	203092		0		\$4853.28	0
PAYROLL - 2023-01-05	1/5/2023	203093		0		\$4672.36	0
PAYROLL - 2023-01-05	1/5/2023	203094		0		\$11429.44	0
PAYROLL - 2023-01-05	1/5/2023	203095		0		\$6046.80	0
PAYROLL - 2023-01-05	1/5/2023	203096		0		\$5163.84	0
PAYROLL - 2023-01-05	1/5/2023	203097		0		\$3650.34	0
PAYROLL - 2023-01-05	1/5/2023	203098		0		\$3533.33	0
PAYROLL - 2023-01-05	1/5/2023	203099		0		\$3736.57	0
PAYROLL - 2023-01-05	1/5/2023	203100		0		\$6564.95	0
PAYROLL - 2023-01-05	1/5/2023	203101		0		\$4559.60	0
PAYROLL - 2023-01-05	1/5/2023	203102		0		\$5043.78	0
PAYROLL - 2023-01-05	1/5/2023	203103		0		\$1331.56	0
PAYROLL - 2023-01-05	1/5/2023	203104		0		\$3627.85	0
PAYROLL - 2023-01-05	1/5/2023	203105		0		\$5014.22	0
PAYROLL - 2023-01-05	1/5/2023	203106		0		\$3859.43	0
PAYROLL - 2023-01-05	1/5/2023	203107		0		\$5449.80	0
PAYROLL - 2023-01-05	1/5/2023	203108		0		\$4172.91	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203109		0		\$4407.64	0
PAYROLL - 2023-01-05	1/5/2023	203110		0		\$4207.05	0
PAYROLL - 2023-01-05	1/5/2023	203111		0		\$8885.63	0
PAYROLL - 2023-01-05	1/5/2023	203112		0		\$7023.30	0
PAYROLL - 2023-01-05	1/5/2023	203113		0		\$1616.74	0
PAYROLL - 2023-01-05	1/5/2023	203114		0		\$3738.69	0
PAYROLL - 2023-01-05	1/5/2023	203115		0		\$2035.38	0
PAYROLL - 2023-01-05	1/5/2023	203116		0		\$3579.08	0
PAYROLL - 2023-01-05	1/5/2023	203117		0		\$17548.47	0
PAYROLL - 2023-01-05	1/5/2023	203118		0		\$1257.44	0
PAYROLL - 2023-01-05	1/5/2023	203119		0		\$1799.14	0
PAYROLL - 2023-01-05	1/5/2023	203120		0		\$4510.91	0
PAYROLL - 2023-01-05	1/5/2023	203121		0		\$3480.81	0
PAYROLL - 2023-01-05	1/5/2023	203122		0		\$3592.74	0
PAYROLL - 2023-01-05	1/5/2023	203123		0		\$3529.93	0
PAYROLL - 2023-01-05	1/5/2023	203124		0		\$1917.37	0
PAYROLL - 2023-01-05	1/5/2023	203125		0		\$5185.87	0
PAYROLL - 2023-01-05	1/5/2023	203126		0		\$4750.54	0
PAYROLL - 2023-01-05	1/5/2023	203127		0		\$2490.83	0
PAYROLL - 2023-01-05	1/5/2023	203128		0		\$3810.03	0
PAYROLL - 2023-01-05	1/5/2023	203129		0		\$3504.63	0
PAYROLL - 2023-01-05	1/5/2023	203130		0		\$5016.70	0
PAYROLL - 2023-01-05	1/5/2023	203131		0		\$5065.93	0
PAYROLL - 2023-01-05	1/5/2023	203132		0		\$1581.73	0
PAYROLL - 2023-01-05	1/5/2023	203133		0		\$1970.22	0
PAYROLL - 2023-01-05	1/5/2023	203134		0		\$3284.14	0
PAYROLL - 2023-01-05	1/5/2023	203135		0		\$1959.88	0
PAYROLL - 2023-01-05	1/5/2023	203136		0		\$4003.94	0
PAYROLL - 2023-01-05	1/5/2023	203137		0		\$2049.52	0

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PAYROLL - 2023-01-05	1/5/2023	203138		0		\$4131.07	0
PAYROLL - 2023-01-05	1/5/2023	203139		0		\$4090.26	0
PAYROLL - 2023-01-05	1/5/2023	203140		0		\$5247.01	0
PAYROLL - 2023-01-05	1/5/2023	203141		0		\$4267.14	0
PAYROLL - 2023-01-05	1/5/2023	203142		0		\$3628.76	0
PAYROLL - 2023-01-05	1/5/2023	203143		0		\$3947.01	0
PAYROLL - 2023-01-05	1/5/2023	203144		0		\$2630.26	0
PAYROLL - 2023-01-05	1/5/2023	203145		0		\$5883.27	0
PAYROLL - 2023-01-05	1/5/2023	203146		0		\$2247.50	0
PAYROLL - 2023-01-05	1/5/2023	203147		0		\$2644.82	0
PAYROLL - 2023-01-05	1/5/2023	203148		0		\$1733.47	0
PAYROLL - 2023-01-05	1/5/2023	203149		0		\$3750.95	0
PAYROLL - 2023-01-05	1/5/2023	203150		0		\$4356.14	0
PAYROLL - 2023-01-05	1/5/2023	203151		0		\$5138.80	0
PAYROLL - 2023-01-05	1/5/2023	203152		0		\$1756.47	0
PAYROLL - 2023-01-05	1/5/2023	203153		0		\$4333.30	0
PAYROLL - 2023-01-05	1/5/2023	203154		0		\$4296.31	0
PAYROLL - 2023-01-05	1/5/2023	203155		0		\$1980.02	0
PAYROLL - 2023-01-05	1/5/2023	203156		0		\$1770.56	0
PAYROLL - 2023-01-05	1/5/2023	203157		0		\$4831.04	0
PAYROLL - 2023-01-05	1/5/2023	203158		0		\$3864.57	0
PAYROLL - 2023-01-05	1/5/2023	203159		0		\$2372.52	0
PAYROLL - 2023-01-05	1/5/2023	203160		0		\$3552.92	0
PAYROLL - 2023-01-05	1/5/2023	203161		0		\$2780.26	0
PAYROLL - 2023-01-05	1/5/2023	203162		0		\$3567.06	0
PAYROLL - 2023-01-05	1/5/2023	203163		0		\$4608.36	0
PAYROLL - 2023-01-05	1/5/2023	203164		0		\$2837.61	0
PAYROLL - 2023-01-05	1/5/2023	203165		0		\$1595.63	0
PAYROLL - 2023-01-05	1/5/2023	203166		0		\$4771.80	0

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PAYROLL - 2023-01-05	1/5/2023	203167		0		\$3539.48	0
PAYROLL - 2023-01-05	1/5/2023	203168		0		\$3364.01	0
PAYROLL - 2023-01-05	1/5/2023	203169		0		\$4351.11	0
PAYROLL - 2023-01-05	1/5/2023	203170		0		\$4902.11	0
PAYROLL - 2023-01-05	1/5/2023	203171		0		\$3379.23	0
PAYROLL - 2023-01-05	1/5/2023	203172		0		\$1405.23	0
PAYROLL - 2023-01-05	1/5/2023	203173		0		\$4793.74	0
PAYROLL - 2023-01-05	1/5/2023	203174		0		\$3482.09	0
PAYROLL - 2023-01-05	1/5/2023	203175		0		\$4062.98	0
PAYROLL - 2023-01-05	1/5/2023	203176		0		\$3945.78	0
PAYROLL - 2023-01-05	1/5/2023	203177		0		\$5461.09	0
PAYROLL - 2023-01-05	1/5/2023	203178		0		\$3107.20	0
PAYROLL - 2023-01-05	1/5/2023	203179		0		\$3983.59	0
PAYROLL - 2023-01-05	1/5/2023	203180		0		\$1476.55	0
PAYROLL - 2023-01-05	1/5/2023	203181		0		\$4335.95	0
PAYROLL - 2023-01-05	1/5/2023	203182		0		\$6066.97	0
PAYROLL - 2023-01-05	1/5/2023	203183		0		\$3758.98	0
PAYROLL - 2023-01-05	1/5/2023	203184		0		\$2972.97	0
PAYROLL - 2023-01-05	1/5/2023	203185		0		\$1635.79	0
PAYROLL - 2023-01-05	1/5/2023	203186		0		\$4459.09	0
PAYROLL - 2023-01-05	1/5/2023	203187		0		\$1412.58	0
PAYROLL - 2023-01-05	1/5/2023	203188		0		\$3569.96	0
PAYROLL - 2023-01-05	1/5/2023	203189		0		\$4413.43	0
PAYROLL - 2023-01-05	1/5/2023	203190		0		\$1609.03	0
PAYROLL - 2023-01-05	1/5/2023	203191		0		\$2024.14	0
PAYROLL - 2023-01-05	1/5/2023	203192		0		\$2607.24	0
PAYROLL - 2023-01-05	1/5/2023	203193		0		\$1541.79	0
PAYROLL - 2023-01-05	1/5/2023	203194		0		\$2174.03	0
PAYROLL - 2023-01-05	1/5/2023	203195		0		\$7846.89	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203196		0		\$1632.09	0
PAYROLL - 2023-01-05	1/5/2023	203197		0		\$2651.62	0
PAYROLL - 2023-01-05	1/5/2023	203198		0		\$4282.52	0
PAYROLL - 2023-01-05	1/5/2023	203199		0		\$2115.23	0
PAYROLL - 2023-01-05	1/5/2023	203200		0		\$3466.20	0
PAYROLL - 2023-01-05	1/5/2023	203201		0		\$7138.07	0
PAYROLL - 2023-01-05	1/5/2023	203202		0		\$3424.81	0
PAYROLL - 2023-01-05	1/5/2023	203203		0		\$2904.66	0
PAYROLL - 2023-01-05	1/5/2023	203204		0		\$2435.41	0
PAYROLL - 2023-01-05	1/5/2023	203205		0		\$513.30	0
PAYROLL - 2023-01-05	1/5/2023	203206		0		\$2862.72	0
PAYROLL - 2023-01-05	1/5/2023	203207		0		\$3003.76	0
PAYROLL - 2023-01-05	1/5/2023	203208		0		\$3203.33	0
PAYROLL - 2023-01-05	1/5/2023	203209		0		\$4844.09	0
PAYROLL - 2023-01-05	1/5/2023	203210		0		\$2813.86	0
PAYROLL - 2023-01-05	1/5/2023	203211		0		\$4165.55	0
PAYROLL - 2023-01-05	1/5/2023	203212		0		\$2550.09	0
PAYROLL - 2023-01-05	1/5/2023	203213		0		\$3437.95	0
PAYROLL - 2023-01-05	1/5/2023	203214		0		\$1566.57	0
PAYROLL - 2023-01-05	1/5/2023	203215		0		\$7186.18	0
PAYROLL - 2023-01-05	1/5/2023	203216		0		\$4561.76	0
PAYROLL - 2023-01-05	1/5/2023	203217		0		\$2650.50	0
PAYROLL - 2023-01-05	1/5/2023	203218		0		\$2657.25	0
PAYROLL - 2023-01-05	1/5/2023	203219		0		\$2625.97	0
PAYROLL - 2023-01-05	1/5/2023	203220		0		\$2293.31	0
PAYROLL - 2023-01-05	1/5/2023	203221		0		\$2515.97	0
PAYROLL - 2023-01-05	1/5/2023	203222		0		\$1836.53	0
PAYROLL - 2023-01-05	1/5/2023	203223		0		\$1436.13	0
PAYROLL - 2023-01-05	1/5/2023	203224		0		\$2574.62	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203225		0		\$3835.69	0
PAYROLL - 2023-01-05	1/5/2023	203226		0		\$3331.74	0
PAYROLL - 2023-01-05	1/5/2023	203227		0		\$3036.07	0
PAYROLL - 2023-01-05	1/5/2023	203228		0		\$3033.56	0
PAYROLL - 2023-01-05	1/5/2023	203229		0		\$4420.08	0
PAYROLL - 2023-01-05	1/5/2023	203230		0		\$3085.85	0
PAYROLL - 2023-01-05	1/5/2023	203231		0		\$3264.18	0
PAYROLL - 2023-01-05	1/5/2023	203232		0		\$2384.89	0
PAYROLL - 2023-01-05	1/5/2023	203233		0		\$3102.57	0
PAYROLL - 2023-01-05	1/5/2023	203234		0		\$3379.15	0
PAYROLL - 2023-01-05	1/5/2023	203235		0		\$1763.96	0
PAYROLL - 2023-01-05	1/5/2023	203236		0		\$2567.53	0
PAYROLL - 2023-01-05	1/5/2023	203237		0		\$4082.58	0
PAYROLL - 2023-01-05	1/5/2023	203238		0		\$3664.96	0
PAYROLL - 2023-01-05	1/5/2023	203239		0		\$4867.75	0
PAYROLL - 2023-01-05	1/5/2023	203240		0		\$2797.21	0
PAYROLL - 2023-01-05	1/5/2023	203241		0		\$2179.57	0
PAYROLL - 2023-01-05	1/5/2023	203242		0		\$2953.47	0
PAYROLL - 2023-01-05	1/5/2023	203243		0		\$3037.51	0
PAYROLL - 2023-01-05	1/5/2023	203244		0		\$509.52	0
PAYROLL - 2023-01-05	1/5/2023	203245		0		\$1711.76	0
PAYROLL - 2023-01-05	1/5/2023	203246		0		\$2367.99	0
PAYROLL - 2023-01-05	1/5/2023	203247		0		\$2329.88	0
PAYROLL - 2023-01-05	1/5/2023	203248		0		\$2519.27	0
PAYROLL - 2023-01-05	1/5/2023	203249		0		\$860.41	0
PAYROLL - 2023-01-05	1/5/2023	203250		0		\$2359.38	0
PAYROLL - 2023-01-05	1/5/2023	203251		0		\$794.32	0
PAYROLL - 2023-01-05	1/5/2023	203252		0		\$1909.54	0
PAYROLL - 2023-01-05	1/5/2023	203253		0		\$2483.88	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203254		0		\$2780.64	0
PAYROLL - 2023-01-05	1/5/2023	203255		0		\$1843.32	0
PAYROLL - 2023-01-05	1/5/2023	203256		0		\$5052.36	0
PAYROLL - 2023-01-05	1/5/2023	203257		0		\$1997.82	0
PAYROLL - 2023-01-05	1/5/2023	203258		0		\$2264.38	0
PAYROLL - 2023-01-05	1/5/2023	203259		0		\$2361.05	0
PAYROLL - 2023-01-05	1/5/2023	203260		0		\$3120.60	0
PAYROLL - 2023-01-05	1/5/2023	203261		0		\$1859.01	0
PAYROLL - 2023-01-05	1/5/2023	203262		0		\$1843.07	0
PAYROLL - 2023-01-05	1/5/2023	203263		0		\$1650.20	0
PAYROLL - 2023-01-05	1/5/2023	203264		0		\$3557.20	0
PAYROLL - 2023-01-05	1/5/2023	203265		0		\$2103.92	0
PAYROLL - 2023-01-05	1/5/2023	203266		0		\$2026.67	0
PAYROLL - 2023-01-05	1/5/2023	203267		0		\$2217.88	0
PAYROLL - 2023-01-05	1/5/2023	203268		0		\$2896.43	0
PAYROLL - 2023-01-05	1/5/2023	203269		0		\$1697.25	0
PAYROLL - 2023-01-05	1/5/2023	203270		0		\$1859.76	0
PAYROLL - 2023-01-05	1/5/2023	203271		0		\$2167.27	0
PAYROLL - 2023-01-05	1/5/2023	203272		0		\$2029.02	0
PAYROLL - 2023-01-05	1/5/2023	203273		0		\$2143.52	0
PAYROLL - 2023-01-05	1/5/2023	203274		0		\$1670.73	0
PAYROLL - 2023-01-05	1/5/2023	203275		0		\$1946.48	0
PAYROLL - 2023-01-05	1/5/2023	203276		0		\$1844.53	0
PAYROLL - 2023-01-05	1/5/2023	203277		0		\$2345.22	0
PAYROLL - 2023-01-05	1/5/2023	203278		0		\$1453.27	0
PAYROLL - 2023-01-05	1/5/2023	203279		0		\$3112.30	0
PAYROLL - 2023-01-05	1/5/2023	203280		0		\$1649.49	0
PAYROLL - 2023-01-05	1/5/2023	203281		0		\$2579.37	0
PAYROLL - 2023-01-05	1/5/2023	203282		0		\$1707.44	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203283		0		\$1652.67	0
PAYROLL - 2023-01-05	1/5/2023	203284		0		\$1736.13	0
PAYROLL - 2023-01-05	1/5/2023	203285		0		\$2355.94	0
PAYROLL - 2023-01-05	1/5/2023	203286		0		\$1722.42	0
PAYROLL - 2023-01-05	1/5/2023	203287		0		\$2412.42	0
PAYROLL - 2023-01-05	1/5/2023	203288		0		\$3198.73	0
PAYROLL - 2023-01-05	1/5/2023	203289		0		\$2847.55	0
PAYROLL - 2023-01-05	1/5/2023	203290		0		\$2701.58	0
PAYROLL - 2023-01-05	1/5/2023	203291		0		\$3001.94	0
PAYROLL - 2023-01-05	1/5/2023	203292		0		\$1965.45	0
PAYROLL - 2023-01-05	1/5/2023	203293		0		\$2430.17	0
PAYROLL - 2023-01-05	1/5/2023	203294		0		\$1378.42	0
PAYROLL - 2023-01-05	1/5/2023	203295		0		\$1926.16	0
PAYROLL - 2023-01-05	1/5/2023	203296		0		\$2268.57	0
PAYROLL - 2023-01-05	1/5/2023	203297		0		\$1776.26	0
PAYROLL - 2023-01-05	1/5/2023	203298		0		\$3146.48	0
PAYROLL - 2023-01-05	1/5/2023	203299		0		\$2440.91	0
PAYROLL - 2023-01-05	1/5/2023	203300		0		\$2277.89	0
PAYROLL - 2023-01-05	1/5/2023	203301		0		\$2079.10	0
PAYROLL - 2023-01-05	1/5/2023	203302		0		\$1232.57	0
PAYROLL - 2023-01-05	1/5/2023	203303		0		\$1489.05	0
PAYROLL - 2023-01-05	1/5/2023	203304		0		\$2786.88	0
PAYROLL - 2023-01-05	1/5/2023	203305		0		\$721.60	0
PAYROLL - 2023-01-05	1/5/2023	203306		0		\$2221.18	0
PAYROLL - 2023-01-05	1/5/2023	203307		0		\$2272.59	0
PAYROLL - 2023-01-05	1/5/2023	203308		0		\$2561.45	0
PAYROLL - 2023-01-05	1/5/2023	203309		0		\$2489.22	0
PAYROLL - 2023-01-05	1/5/2023	203310		0		\$1843.40	0
PAYROLL - 2023-01-05	1/5/2023	203311		0		\$2257.65	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203312		0		\$2181.65	0
PAYROLL - 2023-01-05	1/5/2023	203313		0		\$1220.88	0
PAYROLL - 2023-01-05	1/5/2023	203314		0		\$1838.27	0
PAYROLL - 2023-01-05	1/5/2023	203315		0		\$1396.92	0
PAYROLL - 2023-01-05	1/5/2023	203316		0		\$2634.85	0
PAYROLL - 2023-01-05	1/5/2023	203317		0		\$2549.47	0
PAYROLL - 2023-01-05	1/5/2023	203318		0		\$2036.16	0
PAYROLL - 2023-01-05	1/5/2023	203319		0		\$1993.30	0
PAYROLL - 2023-01-05	1/5/2023	203320		0		\$2321.70	0
PAYROLL - 2023-01-05	1/5/2023	203321		0		\$2255.05	0
PAYROLL - 2023-01-05	1/5/2023	203322		0		\$1599.23	0
PAYROLL - 2023-01-05	1/5/2023	203323		0		\$1950.52	0
PAYROLL - 2023-01-05	1/5/2023	203324		0		\$1612.90	0
PAYROLL - 2023-01-05	1/5/2023	203325		0		\$2299.69	0
PAYROLL - 2023-01-05	1/5/2023	203326		0		\$2227.63	0
PAYROLL - 2023-01-05	1/5/2023	203327		0		\$2100.94	0
PAYROLL - 2023-01-05	1/5/2023	203328		0		\$1756.95	0
PAYROLL - 2023-01-05	1/5/2023	203329		0		\$2883.22	0
PAYROLL - 2023-01-05	1/5/2023	203330		0		\$2028.04	0
PAYROLL - 2023-01-05	1/5/2023	203331		0		\$2966.14	0
PAYROLL - 2023-01-05	1/5/2023	203332		0		\$2441.50	0
PAYROLL - 2023-01-05	1/5/2023	203333		0		\$1418.95	0
PAYROLL - 2023-01-05	1/5/2023	203334		0		\$2439.31	0
PAYROLL - 2023-01-05	1/5/2023	203335		0		\$2232.25	0
PAYROLL - 2023-01-05	1/5/2023	203336		0		\$3029.12	0
PAYROLL - 2023-01-05	1/5/2023	203337		0		\$1462.68	0
PAYROLL - 2023-01-05	1/5/2023	203338		0		\$2281.60	0
PAYROLL - 2023-01-05	1/5/2023	203339		0		\$828.77	0
PAYROLL - 2023-01-05	1/5/2023	203340		0		\$2436.32	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203341		0		\$3469.26	0
PAYROLL - 2023-01-05	1/5/2023	203342		0		\$3480.28	0
PAYROLL - 2023-01-05	1/5/2023	203343		0		\$2082.54	0
PAYROLL - 2023-01-05	1/5/2023	203344		0		\$2286.50	0
PAYROLL - 2023-01-05	1/5/2023	203345		0		\$1972.66	0
PAYROLL - 2023-01-05	1/5/2023	203346		0		\$1580.52	0
PAYROLL - 2023-01-05	1/5/2023	203347		0		\$2204.60	0
PAYROLL - 2023-01-05	1/5/2023	203348		0		\$1739.12	0
PAYROLL - 2023-01-05	1/5/2023	203349		0		\$1858.33	0
PAYROLL - 2023-01-05	1/5/2023	203350		0		\$4371.79	0
PAYROLL - 2023-01-05	1/5/2023	203351		0		\$5021.59	0
PAYROLL - 2023-01-05	1/5/2023	203352		0		\$2538.55	0
PAYROLL - 2023-01-05	1/5/2023	203353		0		\$1213.72	0
PAYROLL - 2023-01-05	1/5/2023	203354		0		\$2042.95	0
PAYROLL - 2023-01-05	1/5/2023	203355		0		\$4754.82	0
PAYROLL - 2023-01-05	1/5/2023	203356		0		\$2438.43	0
PAYROLL - 2023-01-05	1/5/2023	203357		0		\$3016.18	0
PAYROLL - 2023-01-05	1/5/2023	203358		0		\$4054.11	0
PAYROLL - 2023-01-05	1/5/2023	203359		0		\$2088.41	0
PAYROLL - 2023-01-05	1/5/2023	203360		0		\$4118.51	0
PAYROLL - 2023-01-05	1/5/2023	203361		0		\$2347.75	0
PAYROLL - 2023-01-05	1/5/2023	203362		0		\$3172.38	0
PAYROLL - 2023-01-05	1/5/2023	203363		0		\$1532.32	0
PAYROLL - 2023-01-05	1/5/2023	203364		0		\$2920.76	0
PAYROLL - 2023-01-05	1/5/2023	203365		0		\$6386.25	0
PAYROLL - 2023-01-05	1/5/2023	203366		0		\$2781.41	0
PAYROLL - 2023-01-05	1/5/2023	203367		0		\$2680.13	0
PAYROLL - 2023-01-05	1/5/2023	203368		0		\$6155.88	0
PAYROLL - 2023-01-05	1/5/2023	203369		0		\$8321.86	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203370		0		\$3009.25	0
PAYROLL - 2023-01-05	1/5/2023	203371		0		\$2604.17	0
PAYROLL - 2023-01-05	1/5/2023	203372		0		\$2612.44	0
PAYROLL - 2023-01-05	1/5/2023	203373		0		\$2824.30	0
PAYROLL - 2023-01-05	1/5/2023	203374		0		\$1935.92	0
PAYROLL - 2023-01-05	1/5/2023	203375		0		\$3839.46	0
PAYROLL - 2023-01-05	1/5/2023	203376		0		\$4159.36	0
PAYROLL - 2023-01-05	1/5/2023	203377		0		\$7621.59	0
PAYROLL - 2023-01-05	1/5/2023	203378		0		\$1827.77	0
PAYROLL - 2023-01-05	1/5/2023	203379		0		\$4125.59	0
PAYROLL - 2023-01-05	1/5/2023	203380		0		\$8657.76	0
PAYROLL - 2023-01-05	1/5/2023	203381		0		\$2575.01	0
PAYROLL - 2023-01-05	1/5/2023	203382		0		\$4233.75	0
PAYROLL - 2023-01-05	1/5/2023	203383		0		\$1526.46	0
PAYROLL - 2023-01-05	1/5/2023	203384		0		\$2229.36	0
PAYROLL - 2023-01-05	1/5/2023	203385		0		\$3550.36	0
PAYROLL - 2023-01-05	1/5/2023	203386		0		\$5182.38	0
PAYROLL - 2023-01-05	1/5/2023	203387		0		\$1488.41	0
PAYROLL - 2023-01-05	1/5/2023	203388		0		\$2748.09	0
PAYROLL - 2023-01-05	1/5/2023	203389		0		\$2522.98	0
PAYROLL - 2023-01-05	1/5/2023	203390		0		\$1070.19	0
PAYROLL - 2023-01-05	1/5/2023	203391		0		\$3499.37	0
PAYROLL - 2023-01-05	1/5/2023	203392		0		\$3227.46	0
PAYROLL - 2023-01-05	1/5/2023	203393		0		\$1882.67	0
PAYROLL - 2023-01-05	1/5/2023	203394		0		\$1157.81	0
PAYROLL - 2023-01-05	1/5/2023	203395		0		\$2037.68	0
PAYROLL - 2023-01-05	1/5/2023	203396		0		\$1941.08	0
PAYROLL - 2023-01-05	1/5/2023	203397		0		\$1693.64	0
PAYROLL - 2023-01-05	1/5/2023	203398		0		\$1912.71	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	1/5/2023	203399		0		\$1380.28	0
PAYROLL - 2023-01-05	1/5/2023	203400		0		\$1191.38	0
PAYROLL - 2023-01-05	1/5/2023	203401		0		\$775.12	0
PAYROLL - 2023-01-05	1/5/2023	203402		0		\$853.06	0
PAYROLL - 2023-01-05	1/5/2023	203403		0		\$92.24	0
PAYROLL - 2023-01-05	1/5/2023	203404		0		\$2058.22	0
PAYROLL - 2023-01-05	1/5/2023	203405		0		\$862.93	0
PAYROLL - 2023-01-05	1/5/2023	203406		0		\$993.68	0
PAYROLL - 2023-01-05	1/5/2023	203407		0		\$1780.15	0
PAYROLL - 2023-01-05	1/5/2023	203408		0		\$248.79	0
PAYROLL - 2023-01-05	1/5/2023	203409		0		\$2676.57	0
PAYROLL - 2023-01-05	1/5/2023	203410		0		\$2847.68	0
PAYROLL - 2023-01-05	1/5/2023	203411		0		\$1849.63	0
PAYROLL - 2023-01-05	1/5/2023	203412		0		\$1532.73	0
PAYROLL - 2023-01-05	1/5/2023	203413		0		\$2002.20	0
PAYROLL - 2023-01-05	1/5/2023	203414		0		\$1342.58	0
PAYROLL - 2023-01-05	1/5/2023	203415		0		\$907.76	0
PAYROLL - 2023-01-05	1/5/2023	203416		0		\$1603.98	0
PAYROLL - 2023-01-05	1/5/2023	203417		0		\$606.41	0
PAYROLL - 2023-01-05	1/5/2023	203418		0		\$1014.61	0
PAYROLL - 2023-01-05	1/5/2023	203419		0		\$1786.87	0
PAYROLL - 2023-01-05	1/5/2023	203420		0		\$595.67	0
PAYROLL - 2023-01-05	1/5/2023	203421		0		\$1802.18	0
PAYROLL - 2023-01-05	1/5/2023	203422		0		\$92.24	0
PAYROLL - 2023-01-05	1/5/2023	203423		0		\$80.68	0
PAYROLL - 2023-01-05	1/5/2023	203424		0		\$480.00	0
PAYROLL - 2023-01-05	1/5/2023	203425		0		\$363.50	0
PAYROLL - 2023-01-05	1/5/2023	203426		0		\$47.50	0
PAYROLL - 2023-01-05	1/5/2023	203427		0		\$7185.43	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-05	TOTALS:					\$1,522,447.48	0
PAYROLL - 2023-01-19	1/19/2023	203428		0		\$2363.00	0
PAYROLL - 2023-01-19	1/19/2023	203429		0		\$1761.25	0
PAYROLL - 2023-01-19	1/19/2023	203430		0		\$1171.92	0
PAYROLL - 2023-01-19	1/19/2023	203431		0		\$1588.36	0
PAYROLL - 2023-01-19	1/19/2023	203432		0		\$2158.96	0
PAYROLL - 2023-01-19	1/19/2023	203433		0		\$4293.60	0
PAYROLL - 2023-01-19	1/19/2023	203434		0		\$1732.16	0
PAYROLL - 2023-01-19	1/19/2023	203435		0		\$2035.26	0
PAYROLL - 2023-01-19	1/19/2023	203436		0		\$1651.64	0
PAYROLL - 2023-01-19	1/19/2023	203437		0		\$2249.21	0
PAYROLL - 2023-01-19	1/19/2023	203438		0		\$2843.47	0
PAYROLL - 2023-01-19	1/19/2023	203439		0		\$2641.01	0
PAYROLL - 2023-01-19	1/19/2023	203440		0		\$1424.70	0
PAYROLL - 2023-01-19	1/19/2023	203441		0		\$4490.46	0
PAYROLL - 2023-01-19	1/19/2023	203442		0		\$1158.95	0
PAYROLL - 2023-01-19	1/19/2023	203443		0		\$11316.32	0
PAYROLL - 2023-01-19	1/19/2023	203444		0		\$1401.39	0
PAYROLL - 2023-01-19	1/19/2023	203445		0		\$1206.84	0
PAYROLL - 2023-01-19	1/19/2023	203446		0		\$1171.01	0
PAYROLL - 2023-01-19	1/19/2023	203447		0		\$792.05	0
PAYROLL - 2023-01-19	1/19/2023	203448		0		\$1091.28	0
PAYROLL - 2023-01-19	1/19/2023	203449		0		\$4255.86	0
PAYROLL - 2023-01-19	1/19/2023	203450		0		\$1870.92	0
PAYROLL - 2023-01-19	1/19/2023	203451		0		\$1226.55	0
PAYROLL - 2023-01-19	1/19/2023	203452		0		\$1418.20	0
PAYROLL - 2023-01-19	1/19/2023	203453		0		\$2008.37	0
PAYROLL - 2023-01-19	1/19/2023	203454		0		\$1619.63	0
PAYROLL - 2023-01-19	1/19/2023	203455		0		\$2041.25	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203456		0		\$1716.42	0
PAYROLL - 2023-01-19	1/19/2023	203457		0		\$2776.97	0
PAYROLL - 2023-01-19	1/19/2023	203458		0		\$1740.40	0
PAYROLL - 2023-01-19	1/19/2023	203459		0		\$2213.05	0
PAYROLL - 2023-01-19	1/19/2023	203460		0		\$2341.65	0
PAYROLL - 2023-01-19	1/19/2023	203461		0		\$1781.95	0
PAYROLL - 2023-01-19	1/19/2023	203462		0		\$1706.99	0
PAYROLL - 2023-01-19	1/19/2023	203463		0		\$1505.56	0
PAYROLL - 2023-01-19	1/19/2023	203464		0		\$2009.28	0
PAYROLL - 2023-01-19	1/19/2023	203465		0		\$1627.85	0
PAYROLL - 2023-01-19	1/19/2023	203466		0		\$1929.97	0
PAYROLL - 2023-01-19	1/19/2023	203467		0		\$1796.74	0
PAYROLL - 2023-01-19	1/19/2023	203468		0		\$1386.73	0
PAYROLL - 2023-01-19	1/19/2023	203469		0		\$1719.30	0
PAYROLL - 2023-01-19	1/19/2023	203470		0		\$1604.11	0
PAYROLL - 2023-01-19	1/19/2023	203471		0		\$2026.90	0
PAYROLL - 2023-01-19	1/19/2023	203472		0		\$2524.79	0
PAYROLL - 2023-01-19	1/19/2023	203473		0		\$2126.40	0
PAYROLL - 2023-01-19	1/19/2023	203474		0		\$1574.18	0
PAYROLL - 2023-01-19	1/19/2023	203475		0		\$2295.37	0
PAYROLL - 2023-01-19	1/19/2023	203476		0		\$3973.21	0
PAYROLL - 2023-01-19	1/19/2023	203477		0		\$2599.62	0
PAYROLL - 2023-01-19	1/19/2023	203478		0		\$2558.77	0
PAYROLL - 2023-01-19	1/19/2023	203479		0		\$4349.64	0
PAYROLL - 2023-01-19	1/19/2023	203480		0		\$1774.40	0
PAYROLL - 2023-01-19	1/19/2023	203481		0		\$1770.57	0
PAYROLL - 2023-01-19	1/19/2023	203482		0		\$1539.65	0
PAYROLL - 2023-01-19	1/19/2023	203483		0		\$2204.31	0
PAYROLL - 2023-01-19	1/19/2023	203484		0		\$1623.80	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203485		0		\$2759.76	0
PAYROLL - 2023-01-19	1/19/2023	203486		0		\$1569.78	0
PAYROLL - 2023-01-19	1/19/2023	203487		0		\$2563.95	0
PAYROLL - 2023-01-19	1/19/2023	203488		0		\$1567.52	0
PAYROLL - 2023-01-19	1/19/2023	203489		0		\$1482.94	0
PAYROLL - 2023-01-19	1/19/2023	203490		0		\$1743.09	0
PAYROLL - 2023-01-19	1/19/2023	203491		0		\$2284.63	0
PAYROLL - 2023-01-19	1/19/2023	203492		0		\$2016.26	0
PAYROLL - 2023-01-19	1/19/2023	203493		0		\$1746.95	0
PAYROLL - 2023-01-19	1/19/2023	203494		0		\$2203.40	0
PAYROLL - 2023-01-19	1/19/2023	203495		0		\$2130.22	0
PAYROLL - 2023-01-19	1/19/2023	203496		0		\$4363.71	0
PAYROLL - 2023-01-19	1/19/2023	203497		0		\$5629.65	0
PAYROLL - 2023-01-19	1/19/2023	203498		0		\$1752.02	0
PAYROLL - 2023-01-19	1/19/2023	203499		0		\$1389.82	0
PAYROLL - 2023-01-19	1/19/2023	203500		0		\$1472.69	0
PAYROLL - 2023-01-19	1/19/2023	203501		0		\$2220.30	0
PAYROLL - 2023-01-19	1/19/2023	203502		0		\$1776.90	0
PAYROLL - 2023-01-19	1/19/2023	203503		0		\$1953.10	0
PAYROLL - 2023-01-19	1/19/2023	203504		0		\$1999.22	0
PAYROLL - 2023-01-19	1/19/2023	203505		0		\$1839.74	0
PAYROLL - 2023-01-19	1/19/2023	203506		0		\$2317.81	0
PAYROLL - 2023-01-19	1/19/2023	203507		0		\$1659.91	0
PAYROLL - 2023-01-19	1/19/2023	203508		0		\$1935.37	0
PAYROLL - 2023-01-19	1/19/2023	203509		0		\$2065.21	0
PAYROLL - 2023-01-19	1/19/2023	203510		0		\$1642.15	0
PAYROLL - 2023-01-19	1/19/2023	203511		0		\$2014.97	0
PAYROLL - 2023-01-19	1/19/2023	203512		0		\$2094.27	0
PAYROLL - 2023-01-19	1/19/2023	203513		0		\$3119.37	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203514		0		\$1838.53	0
PAYROLL - 2023-01-19	1/19/2023	203515		0		\$132.83	0
PAYROLL - 2023-01-19	1/19/2023	203516		0		\$107.70	0
PAYROLL - 2023-01-19	1/19/2023	203517		0		\$93.34	0
PAYROLL - 2023-01-19	1/19/2023	203518		0		\$755.43	0
PAYROLL - 2023-01-19	1/19/2023	203519		0		\$136.42	0
PAYROLL - 2023-01-19	1/19/2023	203520		0		\$1942.60	0
PAYROLL - 2023-01-19	1/19/2023	203521		0		\$43.09	0
PAYROLL - 2023-01-19	1/19/2023	203522		0		\$660.56	0
PAYROLL - 2023-01-19	1/19/2023	203523		0		\$136.42	0
PAYROLL - 2023-01-19	1/19/2023	203524		0		\$1870.84	0
PAYROLL - 2023-01-19	1/19/2023	203525		0		\$761.43	0
PAYROLL - 2023-01-19	1/19/2023	203526		0		\$114.88	0
PAYROLL - 2023-01-19	1/19/2023	203527		0		\$136.42	0
PAYROLL - 2023-01-19	1/19/2023	203528		0		\$1570.57	0
PAYROLL - 2023-01-19	1/19/2023	203529		0		\$129.25	0
PAYROLL - 2023-01-19	1/19/2023	203530		0		\$1952.04	0
PAYROLL - 2023-01-19	1/19/2023	203531		0		\$586.30	0
PAYROLL - 2023-01-19	1/19/2023	203532		0		\$136.42	0
PAYROLL - 2023-01-19	1/19/2023	203533		0		\$57.44	0
PAYROLL - 2023-01-19	1/19/2023	203534		0		\$3729.55	0
PAYROLL - 2023-01-19	1/19/2023	203535		0		\$21.54	0
PAYROLL - 2023-01-19	1/19/2023	203536		0		\$136.42	0
PAYROLL - 2023-01-19	1/19/2023	203537		0		\$2346.17	0
PAYROLL - 2023-01-19	1/19/2023	203538		0		\$114.88	0
PAYROLL - 2023-01-19	1/19/2023	203539		0		\$129.25	0
PAYROLL - 2023-01-19	1/19/2023	203540		0		\$2536.06	0
PAYROLL - 2023-01-19	1/19/2023	203541		0		\$104.12	0
PAYROLL - 2023-01-19	1/19/2023	203542		0		\$21.54	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203543		0		\$143.60	0
PAYROLL - 2023-01-19	1/19/2023	203544		0		\$100.52	0
PAYROLL - 2023-01-19	1/19/2023	203545		0		\$114.88	0
PAYROLL - 2023-01-19	1/19/2023	203546		0		\$1683.61	0
PAYROLL - 2023-01-19	1/19/2023	203547		0		\$122.06	0
PAYROLL - 2023-01-19	1/19/2023	203548		0		\$57.44	0
PAYROLL - 2023-01-19	1/19/2023	203549		0		\$165.15	0
PAYROLL - 2023-01-19	1/19/2023	203550		0		\$1623.13	0
PAYROLL - 2023-01-19	1/19/2023	203551		0		\$662.70	0
PAYROLL - 2023-01-19	1/19/2023	203552		0		\$28.72	0
PAYROLL - 2023-01-19	1/19/2023	203553		0		\$21.54	0
PAYROLL - 2023-01-19	1/19/2023	203554		0		\$147.20	0
PAYROLL - 2023-01-19	1/19/2023	203555		0		\$670.62	0
PAYROLL - 2023-01-19	1/19/2023	203556		0		\$21.54	0
PAYROLL - 2023-01-19	1/19/2023	203557		0		\$93.34	0
PAYROLL - 2023-01-19	1/19/2023	203558		0		\$615.30	0
PAYROLL - 2023-01-19	1/19/2023	203559		0		\$21.54	0
PAYROLL - 2023-01-19	1/19/2023	203560		0		\$2478.80	0
PAYROLL - 2023-01-19	1/19/2023	203561		0		\$2756.57	0
PAYROLL - 2023-01-19	1/19/2023	203562		0		\$1812.50	0
PAYROLL - 2023-01-19	1/19/2023	203563		0		\$2107.39	0
PAYROLL - 2023-01-19	1/19/2023	203564		0		\$2008.58	0
PAYROLL - 2023-01-19	1/19/2023	203565		0		\$2210.80	0
PAYROLL - 2023-01-19	1/19/2023	203566		0		\$3025.40	0
PAYROLL - 2023-01-19	1/19/2023	203567		0		\$3184.28	0
PAYROLL - 2023-01-19	1/19/2023	203568		0		\$1937.65	0
PAYROLL - 2023-01-19	1/19/2023	203569		0		\$1795.64	0
PAYROLL - 2023-01-19	1/19/2023	203570		0		\$1819.18	0
PAYROLL - 2023-01-19	1/19/2023	203571		0		\$2202.94	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203572		0		\$658.94	0
PAYROLL - 2023-01-19	1/19/2023	203573		0		\$2011.05	0
PAYROLL - 2023-01-19	1/19/2023	203574		0		\$2591.94	0
PAYROLL - 2023-01-19	1/19/2023	203575		0		\$1726.77	0
PAYROLL - 2023-01-19	1/19/2023	203576		0		\$1793.49	0
PAYROLL - 2023-01-19	1/19/2023	203577		0		\$2135.66	0
PAYROLL - 2023-01-19	1/19/2023	203578		0		\$368.03	0
PAYROLL - 2023-01-19	1/19/2023	203579		0		\$2641.41	0
PAYROLL - 2023-01-19	1/19/2023	203580		0		\$1989.19	0
PAYROLL - 2023-01-19	1/19/2023	203581		0		\$2083.55	0
PAYROLL - 2023-01-19	1/19/2023	203582		0		\$2054.96	0
PAYROLL - 2023-01-19	1/19/2023	203583		0		\$2113.27	0
PAYROLL - 2023-01-19	1/19/2023	203584		0		\$2002.45	0
PAYROLL - 2023-01-19	1/19/2023	203585		0		\$1556.21	0
PAYROLL - 2023-01-19	1/19/2023	203586		0		\$1687.95	0
PAYROLL - 2023-01-19	1/19/2023	203587		0		\$1713.76	0
PAYROLL - 2023-01-19	1/19/2023	203588		0		\$1796.16	0
PAYROLL - 2023-01-19	1/19/2023	203589		0		\$2037.40	0
PAYROLL - 2023-01-19	1/19/2023	203590		0		\$2488.94	0
PAYROLL - 2023-01-19	1/19/2023	203591		0		\$1858.94	0
PAYROLL - 2023-01-19	1/19/2023	203592		0		\$2058.63	0
PAYROLL - 2023-01-19	1/19/2023	203593		0		\$4037.73	0
PAYROLL - 2023-01-19	1/19/2023	203594		0		\$2759.05	0
PAYROLL - 2023-01-19	1/19/2023	203595		0		\$1724.47	0
PAYROLL - 2023-01-19	1/19/2023	203596		0		\$2374.89	0
PAYROLL - 2023-01-19	1/19/2023	203597		0		\$3050.40	0
PAYROLL - 2023-01-19	1/19/2023	203598		0		\$3214.10	0
PAYROLL - 2023-01-19	1/19/2023	203599		0		\$3019.77	0
PAYROLL - 2023-01-19	1/19/2023	203600		0		\$3646.17	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203601		0		\$3192.34	0
PAYROLL - 2023-01-19	1/19/2023	203602		0		\$3717.05	0
PAYROLL - 2023-01-19	1/19/2023	203603		0		\$2563.37	0
PAYROLL - 2023-01-19	1/19/2023	203604		0		\$1648.74	0
PAYROLL - 2023-01-19	1/19/2023	203605		0		\$3105.93	0
PAYROLL - 2023-01-19	1/19/2023	203606		0		\$2259.00	0
PAYROLL - 2023-01-19	1/19/2023	203607		0		\$4155.54	0
PAYROLL - 2023-01-19	1/19/2023	203608		0		\$2552.53	0
PAYROLL - 2023-01-19	1/19/2023	203609		0		\$1812.39	0
PAYROLL - 2023-01-19	1/19/2023	203610		0		\$2348.94	0
PAYROLL - 2023-01-19	1/19/2023	203611		0		\$2872.74	0
PAYROLL - 2023-01-19	1/19/2023	203612		0		\$2882.28	0
PAYROLL - 2023-01-19	1/19/2023	203613		0		\$3188.06	0
PAYROLL - 2023-01-19	1/19/2023	203614		0		\$2458.01	0
PAYROLL - 2023-01-19	1/19/2023	203615		0		\$2728.78	0
PAYROLL - 2023-01-19	1/19/2023	203616		0		\$1863.08	0
PAYROLL - 2023-01-19	1/19/2023	203617		0		\$2154.08	0
PAYROLL - 2023-01-19	1/19/2023	203618		0		\$3131.79	0
PAYROLL - 2023-01-19	1/19/2023	203619		0		\$1587.87	0
PAYROLL - 2023-01-19	1/19/2023	203620		0		\$3026.66	0
PAYROLL - 2023-01-19	1/19/2023	203621		0		\$1747.06	0
PAYROLL - 2023-01-19	1/19/2023	203622		0		\$2520.48	0
PAYROLL - 2023-01-19	1/19/2023	203623		0		\$3102.50	0
PAYROLL - 2023-01-19	1/19/2023	203624		0		\$3026.64	0
PAYROLL - 2023-01-19	1/19/2023	203625		0		\$5426.14	0
PAYROLL - 2023-01-19	1/19/2023	203626		0		\$8244.18	0
PAYROLL - 2023-01-19	1/19/2023	203627		0		\$3180.89	0
PAYROLL - 2023-01-19	1/19/2023	203628		0		\$1870.89	0
PAYROLL - 2023-01-19	1/19/2023	203629		0		\$2681.90	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203630		0		\$1673.76	0
PAYROLL - 2023-01-19	1/19/2023	203631		0		\$1310.27	0
PAYROLL - 2023-01-19	1/19/2023	203632		0		\$3640.15	0
PAYROLL - 2023-01-19	1/19/2023	203633		0		\$2249.00	0
PAYROLL - 2023-01-19	1/19/2023	203634		0		\$2010.01	0
PAYROLL - 2023-01-19	1/19/2023	203635		0		\$1951.67	0
PAYROLL - 2023-01-19	1/19/2023	203636		0		\$3142.61	0
PAYROLL - 2023-01-19	1/19/2023	203637		0		\$1621.01	0
PAYROLL - 2023-01-19	1/19/2023	203638		0		\$1872.62	0
PAYROLL - 2023-01-19	1/19/2023	203639		0		\$2512.01	0
PAYROLL - 2023-01-19	1/19/2023	203640		0		\$2170.57	0
PAYROLL - 2023-01-19	1/19/2023	203641		0		\$2427.02	0
PAYROLL - 2023-01-19	1/19/2023	203642		0		\$2202.04	0
PAYROLL - 2023-01-19	1/19/2023	203643		0		\$2724.14	0
PAYROLL - 2023-01-19	1/19/2023	203644		0		\$3142.66	0
PAYROLL - 2023-01-19	1/19/2023	203645		0		\$2444.06	0
PAYROLL - 2023-01-19	1/19/2023	203646		0		\$3770.66	0
PAYROLL - 2023-01-19	1/19/2023	203647		0		\$2630.40	0
PAYROLL - 2023-01-19	1/19/2023	203648		0		\$2347.38	0
PAYROLL - 2023-01-19	1/19/2023	203649		0		\$5537.38	0
PAYROLL - 2023-01-19	1/19/2023	203650		0		\$2340.12	0
PAYROLL - 2023-01-19	1/19/2023	203651		0		\$3361.79	0
PAYROLL - 2023-01-19	1/19/2023	203652		0		\$2119.83	0
PAYROLL - 2023-01-19	1/19/2023	203653		0		\$4936.59	0
PAYROLL - 2023-01-19	1/19/2023	203654		0		\$2181.77	0
PAYROLL - 2023-01-19	1/19/2023	203655		0		\$3315.85	0
PAYROLL - 2023-01-19	1/19/2023	203656		0		\$2865.92	0
PAYROLL - 2023-01-19	1/19/2023	203657		0		\$3151.33	0
PAYROLL - 2023-01-19	1/19/2023	203658		0		\$1302.10	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203659		0		\$1848.50	0
PAYROLL - 2023-01-19	1/19/2023	203660		0		\$4397.15	0
PAYROLL - 2023-01-19	1/19/2023	203661		0		\$2023.13	0
PAYROLL - 2023-01-19	1/19/2023	203662		0		\$2717.59	0
PAYROLL - 2023-01-19	1/19/2023	203663		0		\$2520.34	0
PAYROLL - 2023-01-19	1/19/2023	203664		0		\$2454.57	0
PAYROLL - 2023-01-19	1/19/2023	203665		0		\$2500.97	0
PAYROLL - 2023-01-19	1/19/2023	203666		0		\$3890.72	0
PAYROLL - 2023-01-19	1/19/2023	203667		0		\$2912.52	0
PAYROLL - 2023-01-19	1/19/2023	203668		0		\$1550.18	0
PAYROLL - 2023-01-19	1/19/2023	203669		0		\$3279.70	0
PAYROLL - 2023-01-19	1/19/2023	203670		0		\$4158.47	0
PAYROLL - 2023-01-19	1/19/2023	203671		0		\$20331.95	0
PAYROLL - 2023-01-19	1/19/2023	203672		0		\$1257.22	0
PAYROLL - 2023-01-19	1/19/2023	203673		0		\$2105.43	0
PAYROLL - 2023-01-19	1/19/2023	203674		0		\$4510.52	0
PAYROLL - 2023-01-19	1/19/2023	203675		0		\$3516.02	0
PAYROLL - 2023-01-19	1/19/2023	203676		0		\$3333.40	0
PAYROLL - 2023-01-19	1/19/2023	203677		0		\$3038.09	0
PAYROLL - 2023-01-19	1/19/2023	203678		0		\$1907.65	0
PAYROLL - 2023-01-19	1/19/2023	203679		0		\$4442.05	0
PAYROLL - 2023-01-19	1/19/2023	203680		0		\$5415.84	0
PAYROLL - 2023-01-19	1/19/2023	203681		0		\$2614.38	0
PAYROLL - 2023-01-19	1/19/2023	203682		0		\$4011.71	0
PAYROLL - 2023-01-19	1/19/2023	203683		0		\$4731.35	0
PAYROLL - 2023-01-19	1/19/2023	203684		0		\$2868.12	0
PAYROLL - 2023-01-19	1/19/2023	203685		0		\$4096.06	0
PAYROLL - 2023-01-19	1/19/2023	203686		0		\$1679.25	0
PAYROLL - 2023-01-19	1/19/2023	203687		0		\$12081.89	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203688		0		\$3115.22	0
PAYROLL - 2023-01-19	1/19/2023	203689		0		\$1661.82	0
PAYROLL - 2023-01-19	1/19/2023	203690		0		\$3172.43	0
PAYROLL - 2023-01-19	1/19/2023	203691		0		\$2032.07	0
PAYROLL - 2023-01-19	1/19/2023	203692		0		\$4008.26	0
PAYROLL - 2023-01-19	1/19/2023	203693		0		\$3572.37	0
PAYROLL - 2023-01-19	1/19/2023	203694		0		\$5932.35	0
PAYROLL - 2023-01-19	1/19/2023	203695		0		\$6229.28	0
PAYROLL - 2023-01-19	1/19/2023	203696		0		\$3619.37	0
PAYROLL - 2023-01-19	1/19/2023	203697		0		\$3813.53	0
PAYROLL - 2023-01-19	1/19/2023	203698		0		\$2722.96	0
PAYROLL - 2023-01-19	1/19/2023	203699		0		\$5734.09	0
PAYROLL - 2023-01-19	1/19/2023	203700		0		\$2335.02	0
PAYROLL - 2023-01-19	1/19/2023	203701		0		\$2795.03	0
PAYROLL - 2023-01-19	1/19/2023	203702		0		\$1586.34	0
PAYROLL - 2023-01-19	1/19/2023	203703		0		\$2661.77	0
PAYROLL - 2023-01-19	1/19/2023	203704		0		\$3097.98	0
PAYROLL - 2023-01-19	1/19/2023	203705		0		\$7015.75	0
PAYROLL - 2023-01-19	1/19/2023	203706		0		\$1757.52	0
PAYROLL - 2023-01-19	1/19/2023	203707		0		\$3776.69	0
PAYROLL - 2023-01-19	1/19/2023	203708		0		\$3666.02	0
PAYROLL - 2023-01-19	1/19/2023	203709		0		\$2783.46	0
PAYROLL - 2023-01-19	1/19/2023	203710		0		\$1629.11	0
PAYROLL - 2023-01-19	1/19/2023	203711		0		\$4657.76	0
PAYROLL - 2023-01-19	1/19/2023	203712		0		\$3599.45	0
PAYROLL - 2023-01-19	1/19/2023	203713		0		\$2332.43	0
PAYROLL - 2023-01-19	1/19/2023	203714		0		\$3152.53	0
PAYROLL - 2023-01-19	1/19/2023	203715		0		\$2618.74	0
PAYROLL - 2023-01-19	1/19/2023	203716		0		\$3529.01	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203717		0		\$4153.32	0
PAYROLL - 2023-01-19	1/19/2023	203718		0		\$2922.62	0
PAYROLL - 2023-01-19	1/19/2023	203719		0		\$1815.40	0
PAYROLL - 2023-01-19	1/19/2023	203720		0		\$3678.93	0
PAYROLL - 2023-01-19	1/19/2023	203721		0		\$6688.30	0
PAYROLL - 2023-01-19	1/19/2023	203722		0		\$3420.65	0
PAYROLL - 2023-01-19	1/19/2023	203723		0		\$3965.25	0
PAYROLL - 2023-01-19	1/19/2023	203724		0		\$8385.74	0
PAYROLL - 2023-01-19	1/19/2023	203725		0		\$3002.04	0
PAYROLL - 2023-01-19	1/19/2023	203726		0		\$1329.08	0
PAYROLL - 2023-01-19	1/19/2023	203727		0		\$3736.59	0
PAYROLL - 2023-01-19	1/19/2023	203728		0		\$3639.20	0
PAYROLL - 2023-01-19	1/19/2023	203729		0		\$3554.43	0
PAYROLL - 2023-01-19	1/19/2023	203730		0		\$3871.05	0
PAYROLL - 2023-01-19	1/19/2023	203731		0		\$4734.90	0
PAYROLL - 2023-01-19	1/19/2023	203732		0		\$3184.02	0
PAYROLL - 2023-01-19	1/19/2023	203733		0		\$4900.44	0
PAYROLL - 2023-01-19	1/19/2023	203734		0		\$1601.91	0
PAYROLL - 2023-01-19	1/19/2023	203735		0		\$3755.34	0
PAYROLL - 2023-01-19	1/19/2023	203736		0		\$4065.04	0
PAYROLL - 2023-01-19	1/19/2023	203737		0		\$3734.72	0
PAYROLL - 2023-01-19	1/19/2023	203738		0		\$4463.04	0
PAYROLL - 2023-01-19	1/19/2023	203739		0		\$1635.86	0
PAYROLL - 2023-01-19	1/19/2023	203740		0		\$4420.24	0
PAYROLL - 2023-01-19	1/19/2023	203741		0		\$1419.68	0
PAYROLL - 2023-01-19	1/19/2023	203742		0		\$3713.82	0
PAYROLL - 2023-01-19	1/19/2023	203743		0		\$4181.55	0
PAYROLL - 2023-01-19	1/19/2023	203744		0		\$1605.95	0
PAYROLL - 2023-01-19	1/19/2023	203745		0		\$1986.45	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203746		0		\$2611.11	0
PAYROLL - 2023-01-19	1/19/2023	203747		0		\$1516.63	0
PAYROLL - 2023-01-19	1/19/2023	203748		0		\$2146.19	0
PAYROLL - 2023-01-19	1/19/2023	203749		0		\$3732.61	0
PAYROLL - 2023-01-19	1/19/2023	203750		0		\$1935.31	0
PAYROLL - 2023-01-19	1/19/2023	203751		0		\$5261.41	0
PAYROLL - 2023-01-19	1/19/2023	203752		0		\$4079.15	0
PAYROLL - 2023-01-19	1/19/2023	203753		0		\$2117.12	0
PAYROLL - 2023-01-19	1/19/2023	203754		0		\$2417.31	0
PAYROLL - 2023-01-19	1/19/2023	203755		0		\$3279.91	0
PAYROLL - 2023-01-19	1/19/2023	203756		0		\$4724.51	0
PAYROLL - 2023-01-19	1/19/2023	203757		0		\$3959.33	0
PAYROLL - 2023-01-19	1/19/2023	203758		0		\$4119.92	0
PAYROLL - 2023-01-19	1/19/2023	203759		0		\$3152.29	0
PAYROLL - 2023-01-19	1/19/2023	203760		0		\$2851.79	0
PAYROLL - 2023-01-19	1/19/2023	203761		0		\$2934.19	0
PAYROLL - 2023-01-19	1/19/2023	203762		0		\$3307.42	0
PAYROLL - 2023-01-19	1/19/2023	203763		0		\$3997.76	0
PAYROLL - 2023-01-19	1/19/2023	203764		0		\$2976.83	0
PAYROLL - 2023-01-19	1/19/2023	203765		0		\$4480.96	0
PAYROLL - 2023-01-19	1/19/2023	203766		0		\$2540.92	0
PAYROLL - 2023-01-19	1/19/2023	203767		0		\$7233.91	0
PAYROLL - 2023-01-19	1/19/2023	203768		0		\$1579.33	0
PAYROLL - 2023-01-19	1/19/2023	203769		0		\$3729.98	0
PAYROLL - 2023-01-19	1/19/2023	203770		0		\$3978.54	0
PAYROLL - 2023-01-19	1/19/2023	203771		0		\$2592.78	0
PAYROLL - 2023-01-19	1/19/2023	203772		0		\$3107.08	0
PAYROLL - 2023-01-19	1/19/2023	203773		0		\$8111.04	0
PAYROLL - 2023-01-19	1/19/2023	203774		0		\$4952.22	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203775		0		\$2515.94	0
PAYROLL - 2023-01-19	1/19/2023	203776		0		\$1829.07	0
PAYROLL - 2023-01-19	1/19/2023	203777		0		\$482.03	0
PAYROLL - 2023-01-19	1/19/2023	203778		0		\$3646.38	0
PAYROLL - 2023-01-19	1/19/2023	203779		0		\$5399.98	0
PAYROLL - 2023-01-19	1/19/2023	203780		0		\$3079.13	0
PAYROLL - 2023-01-19	1/19/2023	203781		0		\$3219.84	0
PAYROLL - 2023-01-19	1/19/2023	203782		0		\$3065.98	0
PAYROLL - 2023-01-19	1/19/2023	203783		0		\$3567.35	0
PAYROLL - 2023-01-19	1/19/2023	203784		0		\$5350.20	0
PAYROLL - 2023-01-19	1/19/2023	203785		0		\$3565.01	0
PAYROLL - 2023-01-19	1/19/2023	203786		0		\$2367.89	0
PAYROLL - 2023-01-19	1/19/2023	203787		0		\$3114.34	0
PAYROLL - 2023-01-19	1/19/2023	203788		0		\$4189.69	0
PAYROLL - 2023-01-19	1/19/2023	203789		0		\$1764.17	0
PAYROLL - 2023-01-19	1/19/2023	203790		0		\$2769.85	0
PAYROLL - 2023-01-19	1/19/2023	203791		0		\$3749.95	0
PAYROLL - 2023-01-19	1/19/2023	203792		0		\$3618.12	0
PAYROLL - 2023-01-19	1/19/2023	203793		0		\$4003.95	0
PAYROLL - 2023-01-19	1/19/2023	203794		0		\$2782.32	0
PAYROLL - 2023-01-19	1/19/2023	203795		0		\$2093.05	0
PAYROLL - 2023-01-19	1/19/2023	203796		0		\$2082.42	0
PAYROLL - 2023-01-19	1/19/2023	203797		0		\$2946.18	0
PAYROLL - 2023-01-19	1/19/2023	203798		0		\$3028.61	0
PAYROLL - 2023-01-19	1/19/2023	203799		0		\$456.34	0
PAYROLL - 2023-01-19	1/19/2023	203800		0		\$1715.41	0
PAYROLL - 2023-01-19	1/19/2023	203801		0		\$2355.31	0
PAYROLL - 2023-01-19	1/19/2023	203802		0		\$2330.64	0
PAYROLL - 2023-01-19	1/19/2023	203803		0		\$2508.64	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203804		0		\$852.54	0
PAYROLL - 2023-01-19	1/19/2023	203805		0		\$992.68	0
PAYROLL - 2023-01-19	1/19/2023	203806		0		\$2312.34	0
PAYROLL - 2023-01-19	1/19/2023	203807		0		\$894.83	0
PAYROLL - 2023-01-19	1/19/2023	203808		0		\$1916.25	0
PAYROLL - 2023-01-19	1/19/2023	203809		0		\$2409.60	0
PAYROLL - 2023-01-19	1/19/2023	203810		0		\$2750.52	0
PAYROLL - 2023-01-19	1/19/2023	203811		0		\$1845.68	0
PAYROLL - 2023-01-19	1/19/2023	203812		0		\$4804.67	0
PAYROLL - 2023-01-19	1/19/2023	203813		0		\$1975.94	0
PAYROLL - 2023-01-19	1/19/2023	203814		0		\$2419.21	0
PAYROLL - 2023-01-19	1/19/2023	203815		0		\$2355.00	0
PAYROLL - 2023-01-19	1/19/2023	203816		0		\$3099.56	0
PAYROLL - 2023-01-19	1/19/2023	203817		0		\$1874.07	0
PAYROLL - 2023-01-19	1/19/2023	203818		0		\$1827.39	0
PAYROLL - 2023-01-19	1/19/2023	203819		0		\$1645.56	0
PAYROLL - 2023-01-19	1/19/2023	203820		0		\$1953.56	0
PAYROLL - 2023-01-19	1/19/2023	203821		0		\$2213.42	0
PAYROLL - 2023-01-19	1/19/2023	203822		0		\$2112.59	0
PAYROLL - 2023-01-19	1/19/2023	203823		0		\$2876.22	0
PAYROLL - 2023-01-19	1/19/2023	203824		0		\$2878.29	0
PAYROLL - 2023-01-19	1/19/2023	203825		0		\$1633.46	0
PAYROLL - 2023-01-19	1/19/2023	203826		0		\$1807.34	0
PAYROLL - 2023-01-19	1/19/2023	203827		0		\$2147.63	0
PAYROLL - 2023-01-19	1/19/2023	203828		0		\$1996.53	0
PAYROLL - 2023-01-19	1/19/2023	203829		0		\$1769.96	0
PAYROLL - 2023-01-19	1/19/2023	203830		0		\$1980.53	0
PAYROLL - 2023-01-19	1/19/2023	203831		0		\$1843.12	0
PAYROLL - 2023-01-19	1/19/2023	203832		0		\$2245.80	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203833		0		\$1462.99	0
PAYROLL - 2023-01-19	1/19/2023	203834		0		\$2642.05	0
PAYROLL - 2023-01-19	1/19/2023	203835		0		\$1204.57	0
PAYROLL - 2023-01-19	1/19/2023	203836		0		\$1952.48	0
PAYROLL - 2023-01-19	1/19/2023	203837		0		\$1653.35	0
PAYROLL - 2023-01-19	1/19/2023	203838		0		\$1682.41	0
PAYROLL - 2023-01-19	1/19/2023	203839		0		\$1747.72	0
PAYROLL - 2023-01-19	1/19/2023	203840		0		\$1924.84	0
PAYROLL - 2023-01-19	1/19/2023	203841		0		\$1716.16	0
PAYROLL - 2023-01-19	1/19/2023	203842		0		\$1987.95	0
PAYROLL - 2023-01-19	1/19/2023	203843		0		\$1854.49	0
PAYROLL - 2023-01-19	1/19/2023	203844		0		\$2417.52	0
PAYROLL - 2023-01-19	1/19/2023	203845		0		\$2138.03	0
PAYROLL - 2023-01-19	1/19/2023	203846		0		\$1956.82	0
PAYROLL - 2023-01-19	1/19/2023	203847		0		\$2140.20	0
PAYROLL - 2023-01-19	1/19/2023	203848		0		\$5185.29	0
PAYROLL - 2023-01-19	1/19/2023	203849		0		\$1150.49	0
PAYROLL - 2023-01-19	1/19/2023	203850		0		\$1928.77	0
PAYROLL - 2023-01-19	1/19/2023	203851		0		\$2213.43	0
PAYROLL - 2023-01-19	1/19/2023	203852		0		\$2367.47	0
PAYROLL - 2023-01-19	1/19/2023	203853		0		\$2028.81	0
PAYROLL - 2023-01-19	1/19/2023	203854		0		\$1946.55	0
PAYROLL - 2023-01-19	1/19/2023	203855		0		\$2161.72	0
PAYROLL - 2023-01-19	1/19/2023	203856		0		\$2180.24	0
PAYROLL - 2023-01-19	1/19/2023	203857		0		\$1240.72	0
PAYROLL - 2023-01-19	1/19/2023	203858		0		\$1809.51	0
PAYROLL - 2023-01-19	1/19/2023	203859		0		\$2367.09	0
PAYROLL - 2023-01-19	1/19/2023	203860		0		\$724.36	0
PAYROLL - 2023-01-19	1/19/2023	203861		0		\$2206.52	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203862		0		\$2115.56	0
PAYROLL - 2023-01-19	1/19/2023	203863		0		\$2111.18	0
PAYROLL - 2023-01-19	1/19/2023	203864		0		\$2362.77	0
PAYROLL - 2023-01-19	1/19/2023	203865		0		\$1853.30	0
PAYROLL - 2023-01-19	1/19/2023	203866		0		\$2025.63	0
PAYROLL - 2023-01-19	1/19/2023	203867		0		\$3009.93	0
PAYROLL - 2023-01-19	1/19/2023	203868		0		\$1190.53	0
PAYROLL - 2023-01-19	1/19/2023	203869		0		\$2184.47	0
PAYROLL - 2023-01-19	1/19/2023	203870		0		\$1519.81	0
PAYROLL - 2023-01-19	1/19/2023	203871		0		\$2341.90	0
PAYROLL - 2023-01-19	1/19/2023	203872		0		\$2222.03	0
PAYROLL - 2023-01-19	1/19/2023	203873		0		\$1872.18	0
PAYROLL - 2023-01-19	1/19/2023	203874		0		\$1692.90	0
PAYROLL - 2023-01-19	1/19/2023	203875		0		\$2311.77	0
PAYROLL - 2023-01-19	1/19/2023	203876		0		\$2552.10	0
PAYROLL - 2023-01-19	1/19/2023	203877		0		\$1748.57	0
PAYROLL - 2023-01-19	1/19/2023	203878		0		\$1911.49	0
PAYROLL - 2023-01-19	1/19/2023	203879		0		\$1514.74	0
PAYROLL - 2023-01-19	1/19/2023	203880		0		\$2195.36	0
PAYROLL - 2023-01-19	1/19/2023	203881		0		\$2244.13	0
PAYROLL - 2023-01-19	1/19/2023	203882		0		\$2068.92	0
PAYROLL - 2023-01-19	1/19/2023	203883		0		\$1735.66	0
PAYROLL - 2023-01-19	1/19/2023	203884		0		\$2866.70	0
PAYROLL - 2023-01-19	1/19/2023	203885		0		\$2030.06	0
PAYROLL - 2023-01-19	1/19/2023	203886		0		\$2896.69	0
PAYROLL - 2023-01-19	1/19/2023	203887		0		\$2453.50	0
PAYROLL - 2023-01-19	1/19/2023	203888		0		\$1402.21	0
PAYROLL - 2023-01-19	1/19/2023	203889		0		\$2292.44	0
PAYROLL - 2023-01-19	1/19/2023	203890		0		\$5429.31	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203891		0		\$2999.20	0
PAYROLL - 2023-01-19	1/19/2023	203892		0		\$1368.63	0
PAYROLL - 2023-01-19	1/19/2023	203893		0		\$4762.92	0
PAYROLL - 2023-01-19	1/19/2023	203894		0		\$817.23	0
PAYROLL - 2023-01-19	1/19/2023	203895		0		\$2425.39	0
PAYROLL - 2023-01-19	1/19/2023	203896		0		\$22700.34	0
PAYROLL - 2023-01-19	1/19/2023	203897		0		\$3475.53	0
PAYROLL - 2023-01-19	1/19/2023	203898		0		\$2088.45	0
PAYROLL - 2023-01-19	1/19/2023	203899		0		\$2287.24	0
PAYROLL - 2023-01-19	1/19/2023	203900		0		\$1946.64	0
PAYROLL - 2023-01-19	1/19/2023	203901		0		\$1619.36	0
PAYROLL - 2023-01-19	1/19/2023	203902		0		\$2163.29	0
PAYROLL - 2023-01-19	1/19/2023	203903		0		\$1739.88	0
PAYROLL - 2023-01-19	1/19/2023	203904		0		\$1824.00	0
PAYROLL - 2023-01-19	1/19/2023	203905		0		\$4079.54	0
PAYROLL - 2023-01-19	1/19/2023	203906		0		\$3431.89	0
PAYROLL - 2023-01-19	1/19/2023	203907		0		\$1897.78	0
PAYROLL - 2023-01-19	1/19/2023	203908		0		\$1209.48	0
PAYROLL - 2023-01-19	1/19/2023	203909		0		\$2022.93	0
PAYROLL - 2023-01-19	1/19/2023	203910		0		\$3122.99	0
PAYROLL - 2023-01-19	1/19/2023	203911		0		\$2402.24	0
PAYROLL - 2023-01-19	1/19/2023	203912		0		\$2970.54	0
PAYROLL - 2023-01-19	1/19/2023	203913		0		\$3883.58	0
PAYROLL - 2023-01-19	1/19/2023	203914		0		\$711.78	0
PAYROLL - 2023-01-19	1/19/2023	203915		0		\$2396.68	0
PAYROLL - 2023-01-19	1/19/2023	203916		0		\$2249.68	0
PAYROLL - 2023-01-19	1/19/2023	203917		0		\$2261.61	0
PAYROLL - 2023-01-19	1/19/2023	203918		0		\$1530.97	0
PAYROLL - 2023-01-19	1/19/2023	203919		0		\$2915.76	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203920		0		\$4637.55	0
PAYROLL - 2023-01-19	1/19/2023	203921		0		\$3728.60	0
PAYROLL - 2023-01-19	1/19/2023	203922		0		\$2271.77	0
PAYROLL - 2023-01-19	1/19/2023	203923		0		\$3419.52	0
PAYROLL - 2023-01-19	1/19/2023	203924		0		\$4215.60	0
PAYROLL - 2023-01-19	1/19/2023	203925		0		\$3015.24	0
PAYROLL - 2023-01-19	1/19/2023	203926		0		\$3114.04	0
PAYROLL - 2023-01-19	1/19/2023	203927		0		\$1659.64	0
PAYROLL - 2023-01-19	1/19/2023	203928		0		\$2777.91	0
PAYROLL - 2023-01-19	1/19/2023	203929		0		\$1932.56	0
PAYROLL - 2023-01-19	1/19/2023	203930		0		\$3466.68	0
PAYROLL - 2023-01-19	1/19/2023	203931		0		\$2716.65	0
PAYROLL - 2023-01-19	1/19/2023	203932		0		\$3531.20	0
PAYROLL - 2023-01-19	1/19/2023	203933		0		\$1737.24	0
PAYROLL - 2023-01-19	1/19/2023	203934		0		\$3279.06	0
PAYROLL - 2023-01-19	1/19/2023	203935		0		\$4816.46	0
PAYROLL - 2023-01-19	1/19/2023	203936		0		\$2506.41	0
PAYROLL - 2023-01-19	1/19/2023	203937		0		\$3068.73	0
PAYROLL - 2023-01-19	1/19/2023	203938		0		\$1378.15	0
PAYROLL - 2023-01-19	1/19/2023	203939		0		\$1725.54	0
PAYROLL - 2023-01-19	1/19/2023	203940		0		\$2406.27	0
PAYROLL - 2023-01-19	1/19/2023	203941		0		\$4061.88	0
PAYROLL - 2023-01-19	1/19/2023	203942		0		\$1374.68	0
PAYROLL - 2023-01-19	1/19/2023	203943		0		\$1762.89	0
PAYROLL - 2023-01-19	1/19/2023	203944		0		\$2481.13	0
PAYROLL - 2023-01-19	1/19/2023	203945		0		\$1036.81	0
PAYROLL - 2023-01-19	1/19/2023	203946		0		\$1854.32	0
PAYROLL - 2023-01-19	1/19/2023	203947		0		\$3188.23	0
PAYROLL - 2023-01-19	1/19/2023	203948		0		\$1896.99	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203949		0		\$1157.22	0
PAYROLL - 2023-01-19	1/19/2023	203950		0		\$2009.81	0
PAYROLL - 2023-01-19	1/19/2023	203951		0		\$1911.03	0
PAYROLL - 2023-01-19	1/19/2023	203952		0		\$1606.59	0
PAYROLL - 2023-01-19	1/19/2023	203953		0		\$1864.75	0
PAYROLL - 2023-01-19	1/19/2023	203954		0		\$1394.99	0
PAYROLL - 2023-01-19	1/19/2023	203955		0		\$1125.37	0
PAYROLL - 2023-01-19	1/19/2023	203956		0		\$559.34	0
PAYROLL - 2023-01-19	1/19/2023	203957		0		\$803.81	0
PAYROLL - 2023-01-19	1/19/2023	203958		0		\$853.06	0
PAYROLL - 2023-01-19	1/19/2023	203959		0		\$149.89	0
PAYROLL - 2023-01-19	1/19/2023	203960		0		\$2042.53	0
PAYROLL - 2023-01-19	1/19/2023	203961		0		\$911.49	0
PAYROLL - 2023-01-19	1/19/2023	203962		0		\$1040.14	0
PAYROLL - 2023-01-19	1/19/2023	203963		0		\$1699.36	0
PAYROLL - 2023-01-19	1/19/2023	203964		0		\$189.54	0
PAYROLL - 2023-01-19	1/19/2023	203965		0		\$2786.43	0
PAYROLL - 2023-01-19	1/19/2023	203966		0		\$1384.18	0
PAYROLL - 2023-01-19	1/19/2023	203967		0		\$1851.33	0
PAYROLL - 2023-01-19	1/19/2023	203968		0		\$1410.99	0
PAYROLL - 2023-01-19	1/19/2023	203969		0		\$276.72	0
PAYROLL - 2023-01-19	1/19/2023	203970		0		\$1911.23	0
PAYROLL - 2023-01-19	1/19/2023	203971		0		\$1258.55	0
PAYROLL - 2023-01-19	1/19/2023	203972		0		\$1032.49	0
PAYROLL - 2023-01-19	1/19/2023	203973		0		\$1485.65	0
PAYROLL - 2023-01-19	1/19/2023	203974		0		\$590.56	0
PAYROLL - 2023-01-19	1/19/2023	203975		0		\$909.31	0
PAYROLL - 2023-01-19	1/19/2023	203976		0		\$1735.86	0
PAYROLL - 2023-01-19	1/19/2023	203977		0		\$596.68	0

Payroll Direct Deposits / Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-01-19	1/19/2023	203978		0		\$2017.94	0
PAYROLL - 2023-01-19	1/19/2023	203979		0		\$149.89	0
PAYROLL - 2023-01-19	1/19/2023	203980		0		\$208.80	0
PAYROLL - 2023-01-19	1/19/2023	203981		0		\$7100.00	0
PAYROLL - 2023-01-19	1/19/2023	203982		0		\$14.00	0
PAYROLL - 2023-01-19	1/19/2023	203983		0		\$480.00	0
PAYROLL - 2023-01-19	1/19/2023	203984		0		\$363.50	0
PAYROLL - 2023-01-19	1/19/2023	203985		0		\$7106.93	0
PAYROLL - 2023-01-19	TOTALS:					\$1,381,565.40	0
					Grand Total	\$2,904,012.88	0

Pension Checks 1/1/2023 - 1/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2023-01-31	1/31/2023	6366	N	0		\$823.49
PENSION - 2023-01-31	1/31/2023	6367	N	0		\$1086.39
PENSION - 2023-01-31	1/31/2023	6368	N	0		\$624.62
PENSION - 2023-01-31	1/31/2023	6369	N	0		\$1076.15
PENSION - 2023-01-31	1/31/2023	6370	N	0		\$590.64
PENSION - 2023-01-31	1/31/2023	6371	N	0		\$1813.07
PENSION - 2023-01-31	1/31/2023	6372	N	0		\$964.76
PENSION - 2023-01-31	1/31/2023	6373	N	0		\$897.57
PENSION - 2023-01-31	1/31/2023	6374	N	0		\$1008.14
PENSION - 2023-01-31	1/31/2023	6375	N	0		\$1214.88
PENSION - 2023-01-31	1/31/2023	6376	N	0		\$983.98
PENSION - 2023-01-31	1/31/2023	6377	N	0		\$3174.83
PENSION - 2023-01-31	1/31/2023	6378	N	0		\$1452.91
PENSION - 2023-01-31	1/31/2023	6379	N	0		\$1550.54
PENSION - 2023-01-31	1/31/2023	6380	N	0		\$1374.03
PENSION - 2023-01-31	1/31/2023	6381	N	0		\$379.31
PENSION - 2023-01-31	1/31/2023	6382	N	0		\$511.00
PENSION - 2023-01-31	1/31/2023	6383	N	0		\$483.58
PENSION - 2023-01-31	1/31/2023	6384	N	0		\$115.31
PENSION - 2023-01-31	1/31/2023	6385	N	0		\$1236.79
PENSION - 2023-01-31	1/31/2023	6386	N	0		\$1176.07
PENSION - 2023-01-31	1/31/2023	6387	N	0		\$1038.75
PENSION - 2023-01-31	1/31/2023	6388	N	0		\$1967.85
PENSION - 2023-01-31	1/31/2023	6389	N	0		\$517.01
PENSION - 2023-01-31	1/31/2023	6390	N	0		\$997.45
PENSION - 2023-01-31	TOTALS:					\$27,059.12
					Grand Total	\$27,059.12



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 2023-03, Vacating a Portion of Windmill Road Right-of-Way and Accepting a Dedication Deed for New Windmill Road Right-of-Way

Department/Office
Public Works

Ordinance/Resolution Number:
2023-03

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-03, vacating a portion of Windmill Road right-of-way and accepting a dedication deed for new Windmill Road right-of-way.

Summary:

Pursuant to the approved construction permit issued under Ch. 12.08 RMC, Randall E. Crosby (the "Property Owner") constructed improvements to Windmill Road (the "Project") to support a short plat of Lot 1 Block 3 of Badger Heights subdivision, otherwise known by address 691 Windmill Road (the "Development").

The Project relocated a portion of the Windmill Road cul-de-sac. The relocated cul-de-sac requires dedication of additional property as city right-of-way. To fulfill this requirement, the Property Owner executed a right-of-way dedication deed, reviewed and approved by the City, for the portion of new cul-de-sac right-of-way not yet under the City's control. The relocated cul-de-sac results in existing right-of-way that serves no municipal purpose. Vacating the unnecessary portion of Windmill Road right-of-way will adequately meet the long-term needs of the city street system and unencumber lots needed for development.

The right-of-way dedication deed has already been executed by the Property Owner, and the only remaining action is for the City to accept and record it upon Council's approval.

Before municipal right-of-way is vacated, state law requires that a public hearing be held to allow public consideration of the vacation action. On January 17, 2023, Richland City Council adopted Resolution No. 2023-08, setting February 21, 2023 at 6:00 p.m. as the date and time for said hearing. On January 29, 2023, notice was duly published that a public hearing would be held on February 21, 2023 to take public testimony on the proposed vacation action.

Barring any compelling testimony to the contrary that may be offered at the public hearing on February 21, 2023, staff recommends approval of Ordinance No. 2023-23 for first reading, by title only.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 2022-03
2. Windmill Road Right-of-Way Dedication Deed (2023)

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, VACATING ESTABLISHED PORTIONS OF WINDMILL ROAD RIGHT-OF-WAY AND ACCEPTING A DEDICATION DEED TO ESTABLISH NEW PORTIONS OF WINDMILL ROAD RIGHT-OF- WAY.

WHEREAS, pursuant to the approved construction permit issued under Ch. 12.08 RMC, Randall E. Crosby (the “Property Owner”) constructed improvements to Windmill Road (the “Project”) to support a short plat of Lot 1 Block 3 of Badger Heights subdivision, otherwise known by address 691 Windmill Road (the “Development”); and

WHEREAS, the Project relocated a portion of the Windmill Road cul-de-sac; and

WHEREAS, the Property Owner has executed a right-of-way dedication deed, reviewed and approved by the City, for the portion of new cul-de-sac right-of-way not yet under the City’s control; and

WHEREAS, vacating the unnecessary portion of Windmill Road right-of-way will allow the Development to adequately meet the long-term needs of the city street system and unencumber lots needed for development, to include a Ben Franklin Transit (BFT) hub; and

WHEREAS, state law requires that a public hearing be held to allow public consideration of the vacation action; and

WHEREAS, on January 17, 2023, Richland City Council adopted Resolution No. 2023-08, setting February 21, 2023 at 6:00 p.m. as the date and time for said hearing; and

WHEREAS, on January 29, 2023, notice was duly published that a public hearing would be held on February 21, 2023 to take public testimony on the proposed vacation action; and

WHEREAS, on February 21, 2023, a public hearing was held by Richland City Council to receive public testimony.

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

Section 1. The portion of Windmill Road right-of-way described in **Exhibit A** and depicted by hatching in **Exhibit B**, both attached hereto and incorporated herein by this reference, are hereby declared to be vacated subject to the provisions of Chapter 35.79 RCW.

Section 2. The City Manager is hereby authorized to sign and execute the right-of-way dedication deed dedicating the new Windmill Road right-of-way; and

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

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

Section 5. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

EXHIBIT A to Ordinance No. 2023-03

PARTIAL RIGHT-OF-WAY LEGAL DESCRIPTION

That portion of the Northwest quarter of Section 22, Township 9 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Commencing at the Northwest corner of Lot 13, Block 2, Badger Heights Subdivision, recorded in Volume 5 of Plats, Page 11, Records of said County, said point bears South 89°40'45" West 300.18 feet from the Northeasterly corner thereof; Thence South 00°15'22" East along the Westerly line thereof 297.86 feet projected to the Southerly Right-of-Way line of Windmill Road; Thence North 74°44'10" West along the said line 75.52 feet to the **True Point of Beginning**;

Thence North 15°15'50" East 4.00 feet;

Thence North 74°44'10" West 36.70 feet to the beginning of a curve to the right the radius point of which bears North 15°15'50" East 57.00 feet;

Thence Northwesterly and Northeasterly along said curve 103.36 feet through a delta angle of 103°54'03" to the beginning of a non-tangent curve to the left the radius point of which bear South 26°40'38" East 60.00 feet;

Thence Southwesterly and Southeasterly along said curve 207.33 feet through a delta angle of 197°59'18" to the said **True Point of Beginning**.

Containing 4,295 sq ft, more or less, as depicted in hatching on Exhibit B.

WHEN RECORDED RETURN TO:

**City Clerk
City of Richland
625 Swift Blvd. MS-07
Richland, WA 99352**

Portion of Parcel No. 1-2298-202-0001-009

RIGHT-OF-WAY DEDICATION DEED

In and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Randall E. Crosby**, ("Grantor"), does hereby grant, convey and dedicate to the **CITY OF RICHLAND**, a Washington municipal corporation ("Grantee"), its successors and assigns, a public right-of-way in, upon, over, under, across and through the following property situated in the County of Benton, State of Washington, to be used for all lawful right-of-way purposes, surface and subsurface:

That portion of the Northwest quarter of Section 22, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Northwest corner of Lot 13, Block 2, Badger Heights subdivision, recorded in Volume 5 of Plats, Page 11, AFN 317551, records of said County, said point bears South 89°40'45" West 300.32 feet from the Northeasterly corner thereof; Thence South 00°15'22" East along the Westerly line thereof 235.59 feet to the Northerly Right-of-Way line of Windmill Road; Thence North 74°44'10" West along the said line 33.97 feet to the **True Point of Beginning**;

Thence continuing North 74°44'10" West along said line 24.81 feet to an angle point in said line the beginning of a non-tangent curve to the left the radius point of which bears South 75°20'04" West 60.00 feet;

Thence Northwesterly and Southwesterly along said curve and said Right-of-Way 106.83 feet through a delta angle of 102°00'42" to the beginning of a non-tangent curve to the right the radius point of which bears South 60°50'07" East 57.00 feet; Thence Northeasterly and Southeasterly along said curve 156.62 feet through a delta angle of 157°26'01" to the beginning of a reverse curve to the left the radius point of which bears South 83°24'06" East 16.00 feet;

Thence Southeasterly along said curve 11.15 feet through a delta angle of 39°55'04" to the **True Point of Beginning**.

See **Exhibit "A"** (the area dedicated)

Grantee shall have the right to regulate and use the area dedicated as and for right-of-way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of public ingress and egress through and along said area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, road rights-of-way, and any other appurtenances or related elements, including, but not limited to, pavement, signs, curbs, gutters, sidewalks, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by Grantee to be necessary to protect facilities, prevent intrusions, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation and maintenance of public utilities and rights-of-way that are located in the dedicated area. In addition, Grantee shall have the right to clear, remove and dispose of any material, obstructions, timber and vegetation within the dedication area.

Grantee's uses are unrestricted in location within the right-of-way and will not be limited in any way by the state of being, condition or location of the street. Grantee is also authorized to utilize such additional width as may be necessary temporarily for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee will restore disturbed property to equal or better condition.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the area dedicated. Grantor shall not authorize or otherwise permit any person or entity to interfere with Grantee's use of the dedicated area.

Grantor covenants that Grantor is lawfully seized and possessed of the real property described herein, and that Grantor has a good and lawful right to convey it or any part thereof and that Grantor will forever warrant and defend the same against all persons who may lawfully claim the same.

The undersigned requests that the Assessor and Treasurer of Benton County set over to the remainder the lien of all unpaid taxes, if any, affecting the property conveyed by this Right-of-Way Dedication Deed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this Deed is hereby tendered and that its terms and obligations are not binding upon the City of Richland unless and until the Richland City Council has taken action by ordinance or resolution to accept this Right-of-Way Deed of Dedication and the below Certificate of Acceptance has been executed.

CERTIFICATE OF ACCEPTANCE OF RIGHT-OF-WAY DEDICATION DEED

The interest in real property conveyed by this Right-of-Way Dedication Deed has been accepted by Ordinance No. _____ of the City Council of the City of Richland on the ____ day of _____, 2023, and the authorized officer of such governing body has consented to recordation of said Deed of Dedication with the Benton County Auditor.

Accepted by the City of Richland:

Jon Amundson, ICMA-CM, City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

GRANTOR – Randall E. Crosby

By: _____
Randall E. Crosby/ Owner

STATE OF _____)
: SS
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Randall E. Crosby**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his/her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

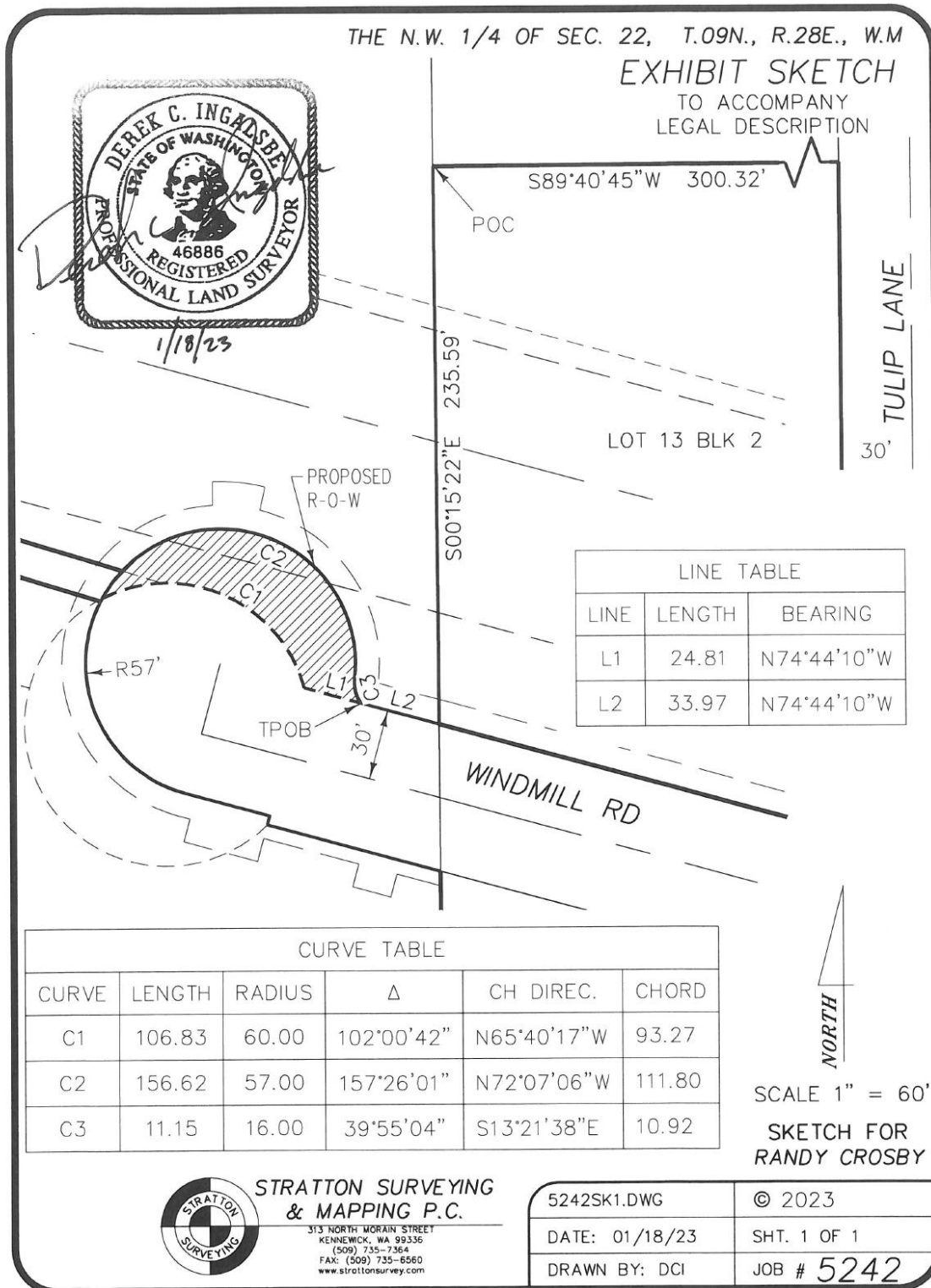
IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Sign: _____
Printed Name: _____

Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

**Exhibit A to Right-of-Way Dedication Deed
Depiction of Area Dedicated**





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/21/2023

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-22, Authorizing Application for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant from the Federal Emergency Management Agency (FEMA)

Department/Office
Fire & Emergency Services

Ordinance/Resolution Number:
2023-22

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-22, authorizing the City Manager to sign and execute the documents necessary to apply for a SAFER grant from the Federal Emergency Management Agency to hire firefighters for Station 76.

Summary:

The City's Fire & Emergency Services Department provides fire suppression to the community as part of its core mission. The Federal Emergency Management Agency (FEMA) makes available a Staffing for Adequate Fire and Emergency Response (SAFER) Grant program that provides funding directly to fire departments to assist in increasing staffing levels to meet industry minimum standards, to provide adequate protection from fire and fire-related hazards, and to fulfill the traditional mission of fire departments.

This request for approval authorizes staff to submit an application to FEMA for SAFER funding to provide staffing for the future fire station in the Badger South community, as captured in the City's Capital Improvement Plan (CIP) in preparation for the 2024 budget year. The construction and staffing of this facility is based on the City's Fire Station Deployment Plan to address growth in that area of the city, coupled with response times that approach double the timeframe of most of the rest of the city.

The City was not successful in attaining grant funding for the 2023 budget year, so staff recommends re-applying for the 2024 grant funding cycle.

The typical formula for SAFER funding is 75% staff cost coverage in years one and two, and 35% in year three, with the City providing the balance in all three years. If the grant is awarded, SAFER grant funds will be used to hire the balance of operational staff needed in 2024 to support the operation of Station 76 in Badger Mountain South.

Staff recommends adoption of Resolution No. 2023-22.

Fiscal Impact: Grant funding would provide over \$1,000,000 over a three-year period. FEMA has not yet clarified whether there will be a cost share for this year's grant program.

Attachments:

I. Resolution No. 2023-22

RESOLUTION NO. 2023-22

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE FEDERAL
EMERGENCY MANAGEMENT AGENCY FOR FUNDING
THROUGH THE STAFFING FOR ADEQUATE FIRE AND
EMERGENCY RESPONSE GRANT IN SUPPORT OF ADDITIONAL
FIRE & EMERGENCY SERVICES STAFFING.**

WHEREAS, the Federal Emergency Management Agency (FEMA) provides grant funding opportunities for emergency response staffing through the Staffing for Adequate Fire and Emergency Response (SAFER) program; and

WHEREAS, the goal of SAFER is to enhance fire departments' abilities to comply with staffing, response and operational standards; and

WHEREAS, Richland Fire & Emergency Services anticipates growth in the Badger Mountain South area requiring additional staff in the next two (2) years; and

WHEREAS, the grant application period for 2023 funding closes March 17, 2023; and

WHEREAS, grant funding would provide approximately two million dollars over a three-year period to significantly offset costs associated with Fire & Emergency Services staffing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Federal Emergency Management Agency for funding through the Staffing for Adequate Fire and Emergency Response program for additional staffing.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney